

When Recorded Mail To:

DREAM WEAVER HOLDINGS, LLC
P. O. Box 983
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May 2, 2019

**AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
DREAMERS RIDGE SUBDIVISION AND
THE SHORES ON PLUM CREEK METROPOLITAN DISTRICT NO. 10
FREDERICK, CO**

Declarant: Dream Weaver Holdings, LLC, a Colorado limited liability company

Metropolitan
District: The Shores on Plum Creek Metropolitan District No. 10

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**AMENDED AND RESTATED DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS
FOR
DREAMERS RIDGE SUBDIVISION AND
THE SHORES ON PLUM CREEK METROPOLITAN DISTRICT NO. 10**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Dreamers Ridge Subdivision (“Declaration”) is made this _____ of _____, 2019, by DREAM WEAVER HOLDINGS, LLC, a Colorado limited liability company its heirs, affiliates, successors and assigns (“Declarant”), to amend and restate the prior Declaration recorded September 19, 2018. The Dreamer’s Ridge Subdivision known as “Dreamer’s Ridge” or the Property” is wholly contained within The Shores on Plum Creek Metropolitan District No. 10 (“District-10”) with the following terms and conditions:

STATEMENT OF INTENT

The overall spirit and intent of these CCRs is hereby summarized as following. Specific details of these items are further described herein:

- Dreamer’s Ridge is planned to be a quiet, peaceful, tranquil, residential community comprised of high-quality Single-Family residential Dwelling Units that have “four-sided” architecture and exude an architectural refinement and sophistication in keeping with similar upper mid-range to higher range priced neighborhoods. These covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges (CCR’s) are intended to regulate development in Dreamer’s Ridge to satisfy that objective.
- Examples of the general style, type, look and theme of the types of architectural style, that is intended for the Single Family Dwelling Units, built within Dreamer’s Ridge are shown in Exhibit C.
- Dreamer’s Ridge is wholly within District-10 of The Shores of Plum Creek Metropolitan Districts. District-10 has a limited financial obligation to District-1 (the “Financing District”) to repay approximately 17% (one hundred thousand and no/100th dollars (\$100,000.00)) of the expenses incurred by District-1, in constructing the public infrastructure necessary to serve District-10.
- An intergovernmental agreement between District-1 and District-10 has been established for the noted repayment with a market interest rate applied, using a maximum mill levy rate of 25-mills.
- Generally, these CCRs will be administered by the Declarant and/or District-10 until such time as all lots are no longer owned by the Declarant. At that time, the Board of Directors for District-10 can be replaced, through an election process, with property owners or other residents of District-10. The property owners would then be allowed, to decide whether or not to get rid of the Metro District and create their own homeowner’s association (“HOA”). Which would then be responsible to administer and enforce these CCRs.

- At the time the financial obligation of District-10 is paid in full to District-1 the residents or land owners of lots in Dreamer's Ridge can elect to dissolve District-10. And if not already established, create a homeowner's association to administer these CCRs.

RECITALS

1. Declarant is the owner of that certain real property located in the Town of Frederick ("Town"), Weld County, Colorado ("Weld County") described on Exhibit "A" attached hereto and incorporated herein by this reference (Property").
2. Declarant has developed the Property into a residential neighborhood of planned Single Family detached residences ("Dwelling Units").
3. Declarant deems it desirable to establish these CCR's upon the Property and each and every portion thereof, which will constitute a general scheme for the development, government and management of the Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and Improvements that have been or are planned to be developed thereon, and enhancing the quality of life within the Property.
4. The CCR's and other charges set forth herein are in addition to the laws of any and all applicable governmental entities with jurisdiction over the Property, including but not limited to the Town and Weld County. If in any case these CCR's may be more permissive than the Frederick Municipal Code ("Town Code"), then the Town Code shall control.
5. The Shores on Plum Creek Metropolitan District No. 10 ("District-10") as hereinafter more fully defined) was organized under the laws of the State of Colorado along with the Service Plan for The Shores on Plum Creek Metropolitan Districts Nos. 1, 2, 3, 4 and 5 approved by the Board of Trustees of the Town in March of 2018 by way of the "Service Plan" as amended by the First Amendment to The Shores on Plum Creek Metropolitan District, to create five (5) additional metropolitan districts which are numbered 6-10. As may be determined by the Declarant or as provided for herein, District-10 shall, pursuant to Section 32-1-1004 (8) of the Colorado Revised Statutes, enforce the CCRs, and provide design review services as set forth herein.
6. The Service Plan grants the authority to District-10 to construct and/or finance some or all of the public improvements, which may be provided in accordance with any necessary documents approved by the Town.
7. This Declaration shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-kind, and assigns.
8. Declarant further hereby states that District-10 shall maintain, care for and manage District-10 owned portions of the Property and related District-10 Improvements from time to time, and perform certain functions for the benefit of the Owners as further described herein and within the Service Plan. This Declaration shall also define certain duties, powers, and rights of the Owners, Declarant, and District-10.

9. District-10 has entered into an Intergovernmental Agreement (“IGA”) with District 1 that outlines specific financial and operational matters between the noted two districts.

10. This Declaration does not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8), as amended; therefore, this Declaration and its CCRs shall not be governed by the Colorado Common Interest Ownership Act or any provisions thereof.

NOW, THEREFORE, in addition to the foregoing, the Declarant for itself, its successors and assigns, and for and on behalf of all existing Owners, hereby declares that the Property shall be subject to the CCRs and other provisions set forth above and herein, as the same may be amended and/or supplemented from time to time; provided that the provisions of this Declaration and its CCRs shall apply only to the Property.

1. DEFINITIONS

Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows. Defined terms should appear throughout this Declaration with the initial letter of such term capitalized.

1.1 “Ancillary Building Unit” means any above ground structure situated upon a Lot that is not attached to the main Dwelling Unit.

1.2 “Architectural Control Committee” (“ACC”) means the Declarant until said time as these duties are turned over to a Metro District, HOA or committee and shall thereafter mean and refer to the committee or committees created pursuant to the terms of this Declaration established to review and approve plans for the construction or alteration of Improvements on the Lots as set forth in this Declaration

1.3 “Board of Directors” or “Board” means the Board of Directors of District-10, its successors and assigns.

1.4 “Building Design Guidelines” means the rules, guidelines, standards and procedures adopted by the Declarant (which may be amended from time to time) governing architectural control and related development related matters of the Property.

1.5 “Building Envelopes” means the portions of the Lots upon which the Owner may construct a Dwelling Unit. This envelope is depicted on Exhibit B.

1.6 Commercial/Recreation Vehicles means Commercial or Recreational Vehicles including, boats, jet skis, all-terrain vehicle and trailers etc...

1.7 Common Lot Line means a lot line the is between two platted Lots.

1.8 “Declarant” means Dream Weaver Holdings, LLC, a Colorado limited liability company, its successors and assigns and/or any other Person to whom the Declarant may, from time to time, assign one or more of the Declarant’s rights (which shall be the extent of the Declarant’s rights to which such assignee succeeds); provided, that no assignment of any

Declarant rights shall be effective unless such assignment is duly executed by the assignor Declarant and recorded in Weld County. The term “Declarant” as used herein includes any entity that results from reorganization or restructuring of the existing entity or the conversion thereof to another form of entity. For purposes of determining which Lots are owned by Declarant, “Declarant” shall automatically be deemed to include “Affiliates” as that term is defined in this Article.

1.9 “Declaration” means this instrument, as may be amended from time to time.

1.10 “Dedicated Easements” means the utility and/or drainage easements granted through the Property to the appropriate governmental entity, or public or private utility for providing utility service or drainage facilities to the Property.

1.11 “District 10” means The Shores on Plum Creek Metropolitan District No. 10, a quasi-municipal corporation and political subdivision of the State of Colorado, its successor or assigns, and/or any other to which the Declarant may, from time to time, or as noted herein transfer or assign any or all of the rights, duties obligations, and responsibilities delineated in this Declaration. Each such assignment or transfer, if any, shall be effective upon recording in Weld County, of a document of transfer or assignment, duly executed by District-10. In the event that District-10 ceases to exist, the Declarant may appoint a successor entity to serve as enforcer of this Declaration, which entity shall assume all rights and responsibilities of District-10 under this Declaration. The terms and conditions of this Declaration shall apply to the Property.

1.12 “Dwelling Unit” means any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

1.13 “Exhibit” means those documents so designated herein and attached hereto and each of such Exhibits is by this reference incorporated in this Declaration.

1.14 “Family Vehicle” means a motorized vehicle that’s utilized by a person or persons who reside in a Dwelling Unit located on the Property.

1.15 “Improvement(s)” means each and every physical improvement of any kind whatsoever to any portion of the Property, including, but not limited to, any excavation, grading, fill work, building, Dwelling Unit, Ancillary Building Units, walkway, driveway, road, parking area, wall, fence, swimming pool, utility installation, drainage facility, stairway, patio, courtyard, pole, sign, or landscaping and any and all components of any of the foregoing (including but not limited to, exterior paint, texture, color and finish scheme) and any and all modifications, alterations of or additions to any of the foregoing.

1.16 “Lot” means any parcel of the real property designated as a numbered lot on the Plat and any Improvements located thereon. The platted lots are referred to collectively herein as “Lots”.

1.17 “Mortgage” means any duly recorded mortgage or deed of trust encumbering a Lot. A “First Mortgage” shall refer to a Mortgage which has priority over any other Mortgage encumbering a specific Lot.

1.18 “Mortgagee” means the mortgagee or beneficiary under any Mortgage. A “First Mortgagee” shall mean the holder of a Mortgage that has priority over any other Mortgage encumbering the Lot.

1.19 “Owner” means one or more Persons who are alone or collectively the record owner of a fee simple title to a Lot, including Declarant, or the vendee under an installment land sales contract, but excluding those having any such interest in merely as security for the performance of an obligation. If fee title to a Lot is owned other than by Declarant, the Owner of the fee title and not the lease of such Lot shall be deemed the Owner regardless of the term of the lease.

1.20 “Person” means an individual, corporation, partnership, trustee or other entity capable of holding title to real property, and their respective heirs, successors and assigns.

1.21 “Plat” means the plat of the Property as first recorded in the official records of Weld County, on or about the date of recordation, and as amended or supplemented thereafter from time to time.

1.22 “Project Documents” means all the documents that relate to the creation, formation and operation of the Property. These documents include any and all documents that have been approved by governmental entities that have jurisdiction over the Property.

1.23 “Property” means all the real property described in Exhibit “A” attached hereto, together with all Improvements located thereon or to be located thereon and all easements, rights and appurtenances belonging thereto.

1.24 “Purchaser” means any Person other than the Declarant who by means of a voluntary transfer acquires a legal or equitable interest in a Lot other than (a) a leasehold interest or (b) as security for an obligation.

1.25 “Residence” means any subdivided Lot shown on the Plat, together with the residential Dwelling Unit, garage, patio and other Improvements thereon and all rights and easements appurtenant thereto granted pursuant to this Declaration and to the deed of conveyance.

1.26 “Service Plan” means, the service plan approved by the Town for The Shores on Plum Creek Metropolitan Districts 1-10.

1.27 “Single Family” means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic employees, who maintain a common household.

1.28 “Supplemental Declaration” means a declaration that supplements or modifies this Declaration.

1.29 “Town” means the Town of Frederick, Colorado

1.30 “Town Code” means the Frederick Municipal Code

1.31 “Utility Easements” means the reciprocal, nonexclusive or exclusive easements for the purpose of providing utility easements granted pursuant to this Declaration or which may be created and identified as such in a supplemental declaration or other recorded document executed by Declarant and the then Owner of a Lot(s).

1.32 “Visible From the Neighboring Property” means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property (which may include a Lot) at an elevation no greater than the elevation of the base of the subject being viewed.

1.33 “Weld County” means Weld County, Colorado

2. DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION: MASTER DECLARATION

2.1 Description of the Property. Property shall be composed of the land described in Exhibit “A” attached hereto, together with all Improvements located thereon or to be located thereon and all easements, rights and appurtenances belonging thereto.

3. USE RESTRICTIONS

3.1 Restricted Use. Except as otherwise permitted under this Declaration, a Lot will be used only by a Single Family and only for use as a Single Family Dwelling Unit. All construction on any Lot will be restricted to Dwelling Units, Ancillary Building Units and fencing permitted by the Building Design Guidelines. No permanent or temporary prefabricated house, modular housing, or manufactured housing may be placed on a Lot as a Dwelling Unit or an Ancillary Building Unit. No commercial or Commercial/Recreational vehicle or Family Vehicle or temporary structure may be used as living or sleeping quarters on a permanent or temporary basis within the Property, and, except for Ancillary Building Units specifically designed for sleeping or living, no garage or more than one Ancillary Building Unit may be used as living or sleeping quarters on a permanent basis.

A. Building Height

All Dwelling Units are not to exceed two stories in height, however full basements are permitted if located below grade, excluding a maximum of 6-inch exposed foundation wall. All Ancillary Building Units shall not exceed 16-feet in height from the ground to the top of roof. All Lots will be allowed one Dwelling Unit and two Ancillary Building Units. Lots consisting of two acres or more in size, shall be allowed an additional Ancillary Building Unit.

3.2 Residential Use. All Lots shall be used, improved and devoted exclusively to residential use by a Single Family. No trade or business may be conducted on any Lot or from any improvements thereon, except that an Owner or other resident of a Lot may conduct a business activity within a Lot so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (ii) the business activity conforms to all applicable Town zoning ordinances or requirements of these CCR's and Building Design Guidelines, (iii) the business activity does not involve persons coming on to the Lot or the door-to-door solicitation of Owners or other residents of the Property, (iv) no exterior business signage is posted and (v) the business is consistent with the residential

character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Property, as may be determined from time to time in the sole discretion of the Declarant. The terms “business” and “trade” as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time (ii) such activity is intended or does generate a profit, or (iii) a license is required for such activity. The lease of an entire Lot (but not a portion thereof except to a member of the immediate family of an Owner) by the Owner thereof shall not be considered a trade or business within the meaning on this Section. Owners or residents shall not use the street address of a Lot in any off-site signs or advertising or similar marketing materials. Owners or residents shall not use the Lots for day care or for a business purpose that entails frequent meetings, appointments or gatherings on the Lot.

3.3 Signs. No emblem, logo, sign, or billboard of any kind will be displayed on any Lots so as to be Visible From the Neighboring Property, except for: (i) signs used by the Declarant to advertise the Lots or living units on the Lots for sale or lease; (ii) one sign having a total face area of five square feet or less advertising a Lot and Detached Unit for sale or rent placed in a location designated by the Declarant; (iii) any signs as may be required by legal proceedings; and (iv) signs as may be approved in advance by Declarant in terms of number, type, and style. The foregoing will not be deemed to prevent legal political signs or an Owner from displaying religious and holiday signs, symbols, and decorations of the type customarily and typically displayed inside or outside single family residences, subject to the authority of the Declarant to adapt a reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners (including disturbance from pedestrian and vehicle traffic coming on the Project to view the signs, symbols, and decorations). The foregoing also will not be deemed to prevent an owner from the appropriate display of an American flag on a house or garage mounted bracket or a flagpole approved by the Declarant.

3.4 Restricted Activities. No illegal, noxious, or offensive activity will be engaged in (or permitted to be engaged in) on any Lot. This also includes and is not limited to the illegal use of substances and the growing, distribution, etc. of any marijuana, and or products or by-products derived from it. No act or use may be performed on any Lot that is or may become an annoyance or nuisance to the neighborhood generally or other Owners specifically, or that interferes with the use and quiet enjoyment of any of the owners and of the Owner’s Lot. Music and other sounds from outdoor speakers will be played at a level so as not to be a nuisance to neighboring Lot Owners. No Owner will permit anything or condition to exist upon any Lot that induces, breeds, or harbors infectious plant diseases or infectious or noxious insects.

3.5 Restricted Residences. Except as part of the original construction of the Dwelling Unit and related improvements approved by the Declarant, no Ancillary Building Units will be constructed or maintained on any Lot at any time, unless the type, size, shape, height, location, style and use of said Ancillary Building Unit, including all plans, specifications and materials to be used for the Ancillary Building Unit, are approved by the ACC pursuant to Section 4 below prior to the commencement of construction. All Ancillary Building Units approved by the ACC for construction on a Lot must be constructed solely from new materials

and must be constructed in compliance with all local and municipal codes, ordinances, and stipulations applicable to the Property and all restrictions contained in the Project Documents. The combined square footage of all Ancillary Building Units on the Lot shall not be larger than 80% of the footprint of the principal Dwelling Unit (excluding the garage) or 2,000 square feet in size whichever is less. No single Ancillary Building Unit shall be greater than 1,200 square feet in size. Unless specifically approved by the Declarant all Ancillary Building Units must be designed in a similar style and design consistent with the main Dwelling Unit and be constructed out of the same and like materials. Any Ancillary Building Unit that has been constructed without the prior approval of the Declarant or in violation of any provision of the Project Documents or any local or municipal codes, ordinances, and stipulations must be removed upon notice from the Declarant at the sole loss, cost and expense of the constructing Owner. The Declarant reserves the right to require certain landscape buffers adjacent to Ancillary Building Units.

3.6 Animals. Owners may keep between 1-3 total numbers of dogs, cats, or other common household pets in the Dwelling Unit or in an enclosed yard if permitted under Town Code zoning ordinances. The Declarant shall determine what constitutes a common household pet. In no event will an owner be allowed to raise or maintain animals for commercial purposes. Each Owner covenants that it will seek the Declarant's prior approval before bringing pets on the Owner's Lot that may not be considered household pets. These permitted types and numbers of pets will be permitted for only so long as they are not kept, bred, or maintained for commercial purpose and for only so long as they do not result in an annoyance or nuisance to other Owners. No pets will be permitted to move about unrestrained in any Lot (other than the Owner's Lot), or any public street within the Project. Each Owner will be responsible for the immediate removal and disposal of the waste or excrement of all Owner's pets from any Lot (other than the Owner's Lot) or public street. Owners will be liable for all damage caused by their pets. A fine or charge system may be established for any infraction of the foregoing, and the Declarant will be the sole judge for determining whether any pet is an annoyance or nuisance. No wild animals, livestock, horses, birds, swine, Vietnamese pot-bellied pigs, or roosters of any kind will be raised, bred, or kept within any Lot or structure on a Lot. Owners will be allowed to keep up to 4 female chickens within their Lot.

3.7 Trash. All rubbish, trash, and garbage will be regularly removed from their respective Lots, and an Owner will not allow rubbish, trash, or other garbage to accumulate on any Lot. If any Owner allows trash to accumulate on the Lot, the Declarant may arrange and contract for the removal and clean-up of the trash, and the costs will be assessed to that owner. No incinerators will be kept or maintained on any Lot. Refuse containers may be placed on a Lot so as to be Visible from the Neighboring Property only on trash collection days and then only for the shortest period of time reasonably necessary for trash collection. Except as permitted in the previous sentence, refuse containers will be stored in an enclosed garage or on another portion of the Lot that is not Visible From the Neighboring Property.

3.8 Woodpiles, Storage Areas, Mechanical Units, Pool Equipment. Woodpiles, storage areas, mechanical units and pool filters may be maintained only in a matter that is not obviously Visible the From the Neighboring Property. Covered or uncovered patios may not be used for storage purposes, whether or not the patio or other objects are Visible From the Neighboring Property. Yard tools, lawn mowers, and similar tools and equipment must be stored (when not in use) in the garage of the Lot or in an approved Ancillary Building Unit.

3.9 Antennas. No external radio antenna, television antenna, or satellite dish (larger than 36" in diameter) may be installed. In no case will antennas producing electromagnetic radiation or antennas used for Citizens Band radio or Amateur "Ham" radio transmissions be allowed.

3.10 Windows and Window Covering. Sheets, newspapers, and similar items may not be used as temporary window coverings. No aluminum foil, reflective screens, reflective glass, or similar reflective materials of any type will be placed or installed inside or outside of any windows of a Dwelling Unit or Ancillary Building Unit without the prior written approval of the Declarant. No awnings, storm shutters, canopies, air conditioners, swamp coolers, or similar items may be placed in, on, or above any window of a Dwelling Unit or Ancillary Building Unit so as to be Visible From the Neighboring Property, unless approved by Declarant. Permanent draperies or suitable window treatments in bedrooms shall be installed by the owner within thirty (30) days of occupancy or completion of any Dwelling Unit or Ancillary Building Unit.

3.11 Encroachments. No tree, shrub, or planting of any kind on any Property will be allowed to overhang or otherwise to encroach upon any neighboring Lot, sidewalk, street, pedestrian way below a level of ten (10) feet unless constructed by the Declarant.

3.12 Machinery. No machinery of any kind will be placed, operated, repaired, stored, or maintained on or adjacent to any Lot unless being installed by the Declarant or other than machinery that is usual and customary in connection with the use, maintenance, or construction of a Dwelling Unit or Ancillary Building Unit while the Dwelling Unit or Ancillary Building Unit is under construction, unless otherwise approved in writing by such adjacent Lot Owner and approved by the Declarant. Small equipment used by an Owner for property maintenance, snow removal, etc. is permitted as long it is stored in the Owner's garage or Ancillary Building Unit.

3.13 Clothes Drying Facilities and Basketball Structures. Outside clothesline or other outside facilities for drying or airing clothes will not be erected, placed, or maintained on any Lot unless they are erected, placed, or maintained so as not to be Visible From the Neighboring Property. Basketball hoops, backboards, and other elevated sport structures (e.g., volleyball, badminton, and soft nets, batting cages, tennis courts, etc.) of a permanent or temporary nature may be erected, placed, used, and maintained on any Lot (including the front driveway) only after written approval of all Owners in the Project. Notwithstanding the preceding sentence, basketball hoops, backboards, and other elevated sport structures will not be erected, placed, attached to, or maintained anywhere on a Dwelling Unit or Ancillary Building Unit.

3.14 Outside Installations. The outdoor burning of trash, debris, or other materials within the Project is prohibited. The foregoing, however, will not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills, fire pits, or outside fireplaces. Except as approved by the Declarant, no spotlights, flood lights, or other high intensity lighting will be placed or utilized upon any Lot so that the light is directed or reflected on any other Lot. Seasonal decorative lights may be displayed between November 15 and January 31. No outdoor speakers may be installed on a Lot except those speakers incorporated in security or fire detection systems used exclusively for such purposes. Except

as may be approved by the ACC, as part of the approved landscape plans for a Lot, no artificial vegetation may be installed anywhere on a Lot. In no cases will artificial turf be permitted in the front yard. Or in a rear yard that does not have a privacy fence to screen its view Visible From the Neighboring Property. Some of the new artificial turfs (that look like real grass) may be allow if approved by Declarant (so long as they are replaced when they no longer look like grass)

3.15 Fuel Tanks. No fuel tanks of any kind will be erected, placed, or maintained on or under the Property except for propane or similar fuel tanks for pools, gas grills, and similar equipment so long as fuel tanks are permitted under the ordinances of the County and they are not Visible From the Neighboring Property.

3.16 Hazardous Waste. Except as may be necessary for normal household, landscaping, or automotive uses, no Owner will permit any hazardous wastes (as defined under all applicable federal and state laws), asbestos containing material, or any non-household or external vehicle petroleum products or byproducts to be kept, dumped, maintained, stored, or used in, on, under, or over any Lot (except for quarts of oil and other products customarily used on personal vehicles and stored inside the garage).

3.17 Commercial/Recreational Vehicles. Except as provided in the paragraph below, no Commercial/Recreational Vehicles, may be parked upon a Lot within the Project, unless: (i) within a fully enclosed garage or Ancillary Building Unit located on the Owners Lot; (ii) in the driveway of the Lot on a Nonrecurring and Temporary Basis; or (iii) on any public street within the Project only on a Nonrecurring and Temporary Basis. The Declarant shall determine, in its sole discretion, what constitutes a “nonrecurring and temporary basis” and the Declarant, in its sole discretion shall determine if a Commercial Vehicle is consistent with the residential nature of the Project. Owners are required to obtain approval in advance from the Declarant for all Commercial/Recreational Vehicles. Any Commercial/Recreational Vehicle parked in violation of these restrictions may be towed by the ACC and stored at the sole expense of the Owner of the Commercial/Recreational Vehicle if the vehicle remains in violation of these restrictions for a period of forty-eight (48) hours from the time a notice of violation is placed on the Commercial/Recreational Vehicle, and the Declarant will not be liable for trespass, negligence, conversion, or any other civil or criminal act, by reason of towing and storing the noted equipment.

3.18 Garage and Parking of Family Vehicles. Each Lot will have at least one enclosed three (3) car garage that will be used by the Owner of the Lot only for the parking of Family Vehicles or Commercial/Recreational Vehicles and household storage purposes. (except, in the event that all vehicles can be kept inside the garage, one garage may be used for storage as noted below) The garage doors will be operated by an automatic garage door opener and maintained by the owner in good and functioning order and will remain closed except while the garage is in use for cleaning, entry, and exit. Carports shall not be permitted. No garage may be used for storage, occupancy, or other use that restricts or prevents the garage from being used for parking Family Vehicles or approved Commercial/ Recreational Vehicles. Additional Family Vehicles that cannot be parked in the garage located on the Lot may be parked in the driveway provided the Family Vehicles are operable and are operated at least weekly. Notwithstanding any less restrictive local or municipal codes, ordinances, or stipulations, No Family or other Vehicles may be parked in any public street or public area within the Project except only on a nonrecurring and then only on a temporary basis.

3.19 Vehicle Repairs. Routine maintenance and repairs of Family Vehicles or approved Commercial/Recreational Vehicles, may be performed within the garage or Ancillary Building Unit located on the Lot only, but not on the driveway located on the Lot. During any type of permitted repairs and maintenance as described above (longer than one hour), the garage door will be kept closed except for entry and exit or ventilation, and then only will remain open to the minimum extent necessary. No vehicles of any type may be constructed, reconstructed, rebuilt, or assembled anywhere on any Lot, except within a garage or an Ancillary Building Unit, and only for the private enjoyment of the Owner and not for commercial purposes. No vehicle frames, bodies, engines, or other parts or accessories may be stored on a Lot, except within a garage or an Ancillary Building Unit and not for commercial purposes.

3.20 Minimum Dwelling Unit Size. The minimum net livable square footage of the principal two-story Single Family Dwelling Unit shall be 3,000 and for a single-story ranch style Single Family Dwelling Unit shall be 2,500. Net livable square footage excludes the square footage of basements (finished or unfinished) or garages. Reduction in the minimum dwelling sizes may be considered, if there is a clear story that gives the appearance of a second level and increased size. Higher architecture, like multiple roof lines, varied wall lines etc. may also be considered when allowing a reduction of the minimum Dwelling Unit size. With the reduction in size, will come the ACC's expectation of higher quality finishes inside and outside the home. For example, the use of this provision is typified by a retired couple that doesn't want such a big home but wants a much higher quality home.

3.21 Building Envelopes. As used in this Declaration, the term "building envelope" will mean that portion of each Lot that is designated by the Declarant for the construction of the main Dwelling Units, which designations shall be in compliance with all applicable building codes. Ancillary Building Units may be built outside the building envelope with the approval of the ACC and the Town. The Town may impose building envelopes more restrictive than these CCR's and it is the responsibility of each Owner to confirm with the Town the approved building envelope for their Lot. Only landscaping, driveways, sidewalks, pools boundary walls, and Ancillary Building Units (as described above with restrictions) will be permitted on a Lot in the area outside of the building envelope for a Lot. No portion of a building envelope may be located within any minimum required setback established by the Town or the Project Documents. The building envelope may be modified by the ACC, in its sole discretion, to accommodate any approved plans and specification if it so determines, provided such modification is consistent with the Project Documents and the Town Code.

3.22 Mailboxes. Except for the lock boxes originally installed, no mailboxes, mail posts, or similar items for the receipt of mail will be installed, constructed, or placed on a Lot.

3.23 Children's Play Equipment. All bicycles, tricycles, scooters, skateboards, strollers, and similar play equipment must be stored when not in use. Any trampolines with or without enclosures, must be installed so that it is generally not Visible From the Neighboring Property.

3.24 Repair of Improvements. The Dwelling Unit, landscaping, Ancillary Building Unit or other improvements on a Lot shall not be permitted to fall into disrepair and each

Dwelling Unit, Ancillary Building Unit and landscaping shall at times be kept in good condition and repair by the Owner thereof.

3.25 Completion of Construction. Owners shall begin construction of their home not later than thirty-six (36) months from the initial transfer of ownership from the Declarant. Any building, once started, shall be completed as soon as possible, but not later than twelve (12) months thereafter, except when a delay is caused by an act of God, strikes, material shortages or other conditions beyond control of the Owner. Financial inability of the Owner or his contractor shall not be deemed a cause beyond the control of Owner. If, in thirty-six (36) months from the original transfer of ownership from Declarant, the Owner has not commenced construction on an approved Dwelling Unit, or if such construction is not completed within twelve (12) months after such commencement of construction, then Declarant shall have the right, but not the obligation, to purchase the Lot from the Owner of the Lot at same price at the original purchase price paid to Declarant by Owner.

3.26 Fences and Walls. Fences and Walls shall not exceed six feet in height.

3.27 Landscaping and Maintenance. Landscaping for all front yards and side yards exposed to the street shall be completed no later than 180-days after occupancy of the Dwelling Unit. However, the Declarant can provide an extension to this time requirement due to winter conditions. All of the Lot shall be landscaped in the following ways unless otherwise approved by the ACC:

3.27.1 All of the area outside the Building Envelope (except for the area between the Building Envelope and the Common Lot Line) shall be a non-irrigated mixture of xeric grasses. These xeric grasses may need to be irrigated on an initial temporary basis to assist in their establishment. Also, these xeric turf areas shall be maintained to remain substantially weed free. Trees or shrubs may be located in these areas of xeric grass areas provided they are irrigated.

3.27.2 All areas within the Building Envelope (including the area between the Building Envelope and the Common lot line, excluding hard surface walkways and driveways) shall be landscaped with bluegrass turf, shrubs, trees and ornamental ground covers (including gravel or stone). Approximately thirty percent of this landscaped area can be landscaped with xeric grasses, provided there is an irrigation zone established to irrigate such areas on an as needed basis.

Landscaping will be considered complete when the above noted surface area is covered with turf, plants are planted, and the irrigation system is installed and functioning. The use of white or unnaturally colored stones or rock is prohibited in the front yard or street exposed side yards. For any area that specifies native grasses, the specific genus, species, variety and estimated mature growing height must be provided to the Declarant for approval in writing prior to planting. The maximum permitted growing height for xeric turf shall not exceed 18-inches in height. The term xeric grasses excludes tall growing ornamental grasses. Landscaping of front yards must include at least four (4) new trees of at least 15-gallons in size with a minimum of 2-1/2-inch caliper for deciduous trees and 8-feet in height for evergreen trees. Each Lot must have at least ten (10) total trees, including rear yards of Lots. Trees that are considered to be high pollen producing (i.e. mulberry and certain varieties of olive or cotton producing cottonwood) trees are prohibited. All plants and trees within the front

yards and side yards exposed to the street shall be watered by automatic underground watering systems and shall not regularly require the use of above ground hoses. Each Owner shall be responsible to keep their yard and landscaping in a neat and slightly condition at all times. Replacement of dead plants shall be required within thirty (30) days of determining the plant has died. During prolonged absence, Owners shall arrange for the care and maintenance of their Lot in their absence. In the event that an Owner does not maintain their Lot in a reasonable clean condition, free of weeds and trash, or is in any other violation of this Declaration, the Owner may receive written notice to comply within ten (10) days, thereafter. If not remedied, the Declarant has the right to enter and have the Lot cleaned or brought into compliance. The cost to do so will be billed to the Owner. If not paid, a lien against said Lot may be filed with an additional fee of \$150.00 for fees and costs. From the time the lots are purchased, Owner shall keep their Lots free from weeds, garbage, rubbish, and debris at all times prior to, during and continuing through completion of the Landscaping on the Lot.

3.28 Firearms. The discharge of firearms (including pellet guns, B-B guns, air pistols, and the like) explosives, paint-ball guns, or fireworks is prohibited within the Property.

3.29 Combining of Lots or Further Subdivision. No Lot shall be combined with another Lot to be utilized for the use of one Dwelling Unit or Ancillary Building Units. Additionally, except for Lot 6, no Lot shall be further subdivided.

3.30 Outdoor Clotheslines. Outdoor clotheslines are permitted, provided that they are of a retractable type and remain in a retracted position when not in use. Clotheslines can only be used from dusk to dawn.

3.31 Basketball. No front yard basketball hoops are permitted, however rear yard "sport courts" or basketball courts are permitted.

4. ARCHITECTURAL CONTROL COMMITTEE

4.1 Approval of Plans. No Improvement shall be commenced, erected or maintained within any portion of the Property unless and until detailed plans and specifications (including site plans) showing the proposed nature; location; identity; type; and quality of proposed materials; size; area; height; color; shape; and design of the proposed improvements, as well as any other matters required by this Declaration, have first been approved in writing by the ACC. No Improvement shall be commenced, erected or maintained within the Property except in compliance with this Declaration and with the ACC approved plans and specifications for such Improvement. The ACC shall render its decision within forty-five (45) days or less following the date that the owner has submitted all required or requested documentation and information specified herein.

5. EASEMENTS

5.1 Amendments to Eliminate Easements. This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant and any attempt to do so shall have no effect.

5.2 Utility Easement. There is hereby created a blanket easement upon, across, over and under the common area for ingress, egress, installation, replacing, repairing and

maintaining the ditches, water lines and all utilities, including but not limited to, water, sewers, natural gas, telephones, internet, electricity and a cable television system. By virtue of this easement, it shall be expressly permissible for the providing utility to erect and maintain any necessary facilities and equipment on the common area. The easement shall in no way affect any other recorded easements, including those on the common area.

5.3 Maintenance of Lots by Owners. Each Owner of a Lot shall be solely responsible for the maintenance of all portion of their Lot. The Owner of each Lot shall at all times perform his or her obligations under this Section so that the land and Improvements comprising their Lot shall be in good condition and repair. Such obligations of Owner shall include keeping all shrubs, trees, grass, plantings and landscaping of every kind properly cultivated and free of trash, weeds and other unsightly material. All maintenance of the exterior of the Residence, including without limitation walls, fences and roofs, shall be accomplished in accordance with this Declaration, after approval of the Declarant.

5.4 Nonperformance by Owners. If any Owner fails to maintain any portion of the Lot and Improvements comprising his Residence which he is obligated to maintain under the provisions of this Declaration, the Declarant shall have the right, but not the obligation, to enter upon such Owner's Lot to perform the maintenance and repairs not performed by the Owner, and the cost of any such work performed shall be paid for by such Owner upon demand, and such amounts shall be a lien upon the Owner's Lot and may enforce collection of such amounts in the same manner as provided in this Declaration.

5.5 Payment of Utility Charges. Each Lot shall be separately metered for water, sewer, cable television and wi-fi (if available) telephone, and electrical service and all such service to the Lot shall be the sole obligation and responsibility of the Owner of each Lot.

6. GENERAL PROVISIONS

6.1 Enforcement. Any Owner shall have the right to enforce, by proceedings at law or in equity, all CCRs, now and hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of such CCRs and the right to recover damages or other dues for such violation.

6.2 No Waiver. Failure by any Owner, to enforce any CCR in any certain instance or any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any CCR.

6.3 Cumulative Remedies. All rights, options and remedies of Declarant or the Owners under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant, or the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

6.4 Severability. Invalidation of any one or a portion of these CCR by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

6.5 Violations and Nuisance. Every act or omission whereby any provision of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant or any Owner.

6.6 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

6.7 Joint and Several Liability. In the case of joint ownership of a Residence, the liabilities and obligations of each joint Owners set forth in or imposed by this Declaration shall be joint and several.

6.8 Attorney's Fees. In the event the Declarant or a majority of Owners, employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with this Declaration, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees incurred in any such action.

6.9 Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any property subject to this Declaration, each Person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, agrees to be bound to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each Person by so doing thereby acknowledges that this Declaration sets forth the general scheme for the improvement and development of the Project and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the interest of each Owner by virtue of his purchase of a Lot or Residence within the Project (specifically, fee ownership of the Lot or Residence including all rights and easements granted to him by this Declaration and by the deed of conveyance) and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot or Residence even though the description in the instrument of conveyance or encumbrance may refer only to the Lot or Residence.

6.10 Leasing. Nothing in the Declaration will be deemed to prevent the leasing of a Lot and Detached Dwelling Unit on a non-transient basis to a Single Family from time to time by the Owner of the Lot, subject to all the provisions of the Property Documents and for no shorter a term than six months. (hereinafter in this Section referred to as a "Lease") Any Owner who leases a Lot and Detached Dwelling Unit will notify promptly the Declarant of the existence of each lease and will advise the Declarant of the terms, the name of the lessee and occupant. The Owner shall be responsible to require any lessee to read this Declaration prior to occupying Owners residence. Leasing a portion, but not all, of the Lot, including the

Dwelling Unit and all Ancillary Building Units is prohibited. Such leases and leasing activity must also comply with the provisions of this Declaration. All Leases shall be in writing, any Owner who shall lease or rent his Residence shall be responsible for assuring compliance by such Owner's tenant with this Declaration and the Building Design Guidelines and shall be jointly and severally responsible for any violations thereof by the Owner's tenant. No Residence shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than the six month period noted above, or any rental whatsoever, if the occupants of the Dwelling Unit are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service. No Residence shall be leased or rented to more than a Single Family at one time.

6.11 Construction by Declarant. Nothing in this Declarant shall limit the right of Declarant to construct such additional Improvements as Declarant deems advisable prior to the completion of Improvements upon and sale of the entire Project. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of business of completing work and disposing of the same by sale, lease or otherwise.

6.12 Nonliability of Officials. To the fullest extent permitted by law, neither the Declarant, any member of any formed Board, ACC or formed association shall be liable for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Declarant, Board, committees or persons reasonably believed to be the scope of their duties.

6.13 Amendments. Subject to the other provisions of this Declaration, this Declaration may be amended as follows:

- (a) Until such time pursuant to this Declaration, amendments or modifications shall be effective by Declarant when recorded in the official records of Weld County.
- (b) Thereafter, any amendments shall require the affirmative written assent or vote of not less than seventy percent (70%) of the cumulative voting power of all the Lot Owners (each Owner of each Lot has one vote); provided, however, that none of the provisions of any section of this Declaration respecting the rights or privileges in favor of the Declarant may be amended without prior consent of Declarant.

6.14 Gender. The singular, whenever used in this Declaration shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

6.15 Section Headings. The marginal or topical headings of the Sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Articles, Sections or this Declaration.

6.16 Right to Use Similar Name. The Owner of each Lot hereby irrevocably consents to the use of a name by the Declarant which is the same or deceptively similar to that of the Development. (What this means is, the Declarant may use “Dreamers Ridge” or some other derivative of the same name for other phases of this development or another subdivision). This statement may be further defined in an intergovernmental agreement between District-10 and District 6.

7. RESERVATION OF DEVELOPMENT RIGHTS

7.1 General Provisions. Declarant, for a period of ten (10) years from and after the recording in the real estate records of Weld County of the final plat of the final filing within the Property, will have the following development rights (collectively, the “Development Rights”) with respect to all of the Property. Note: within 10-years, the original Declarant may have already transferred such title and responsibilities to a homeowner’s association or the District-10’s Board control by elected officials of District-10:

7.1.1 Period of Declarant Control. Declarant shall have the right to maintain its position as Declarant hereunder and shall have the right to exercise any and all rights, duties and powers granted herein to District-10 at any time during the Period of Declarant Control. Such right, duty or power shall be automatic, without any need for formal action being taken to evidence the same. Accordingly, all reference herein to District-10 shall, to the extent appropriate be construed to mean and refer equally to Declarant during the Period of Declarant Control. Notwithstanding anything set forth herein to the contrary, Declarant shall have all rights of an Owner hereunder.

7.1.2 Completion of Improvements. The right to complete or make Improvements as indicated on any Plat filed with respect to the Property.

7.1.3. Withdrawal. The right to withdraw the Property, or any portion thereof, from this Declaration so long as the Declarant owns the portion of the Property to be withdrawn. By each such withdrawal, if any, the Declarant shall be deemed to have amended the term “Property” to exclude such withdrawn real estate and Improvements. The right to withdraw any portion(s) of the Property includes the specific right to reduce lot 6 to one acre or more in size. or the right to subdivide Lot 6 six into two lots. The withdrawal, if any, may be affected by the Declarant recording a withdrawal document in the office of the Clerk and Recorder of the county in which such withdrawn real estate and Improvements are located. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn real estate and Improvements from this Declaration so that, from and after the date of recording a withdrawal document, the real estate and Improvements so withdrawn shall not be part of the Property. If real estate is withdrawn from the Property (“Withdrawn Property”):

(a) The owner(s) of the Withdrawn Property shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the common areas within the Property.

(b) Declarant shall prepare and record in the real property records of Weld County whatever documents are necessary to evidence such easements.

Such recorded easement(s) shall specify that the owners of the Withdrawn Property shall be obligated to pay a proportionate share of the cost of the operation and maintenance of any easements utilized by them on the property upon such reasonable basis as the Declarant shall establish in the easement(s). Preparation and recordation by Declarant of an easement pursuant to this Section shall conclusively determine the existence, location and extent of the easements that are necessary or desirable as contemplated by this Section.

7.1.4 Sales and Construction Activities. The right, for Declarant and any builder (but only with the express written consent of the Declarant), and their employees, agents, and contractors to perform, from time to time, and to maintain upon portions of the Lots, such activities and materials as Declarant or such builder deems necessary or incidental to the construction and sale of Lots and development and construction of Improvements. The foregoing includes, without limitation, locating, maintaining and relocating management offices, construction trailers, construction offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations as it determines in its discretion from time to time. Construction activities shall be in compliance with and not exceed times permitted for construction as provided in the Town Code. Further, nothing contained in any of the Project Documents shall limit the rights of Declarant or a builder, with Declarant's express written approval:

(a) To excavate, cut, fill or grade any real estate (with the consent of the Owner thereof) or to construct, alter, demolish or replace any Improvements;

(b) To seek or obtain any approvals under any of the Project Documents.

7.1.5 Master Association. The right to make the Property subject to a master association.

7.1.6 Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements on property owned by Declarant for purposes including, but not limited to, public access, access, paths, walkways and drainage.

7.2 Utility Easements. Declarant hereby reserves for itself and its successors and assigns a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sanitary sewer, storm sewer, gas, telephone, and electrical, cable and other communications systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits, and conduits under and over the Property. Declarant specifically grants by this document a sewer easement to install a sanitary sewer line along the northeastern boundary of the Property (northeast side of Lots 1 and 10). Said easement shall be an additional 20-feet in width added to the 10-foot wide utility easement shown on the Plat, for a total of 30-feet. Until the Dwelling Units for Lots 1 and/or 10 are under construction, an additional 20-foot wide temporary construction easement is hereby granted by Declarant for the initial construction of said sanitary sewer line. No structures shall be built, or trees planted within the 30-foot easement, only shrubs, turf or other ground covers are permitted within this

easement area. If during the construction the surface of this easement is disturbed or damaged, it shall be the responsibility of the entity performing such work to reasonably restore the property to a reasonable extent possible. No water, sewer, gas, telephone, electrical, communications or other utility or service lines, systems or facilities may be installed or relocated on the surface of the Property. These items may be temporarily installed above ground during construction, if approved by the Declarant, subject to the requirements, if any, of any governmental authority having jurisdiction over the Property.

7.3 Drainage Easements. Every Lot shall be burdened with easements for natural drainage of storm water runoff from the other portions of the Property; provided, no Person shall alter the natural drainage on any Lot so as to materially increase the drainage of water onto adjacent portions of the Property without the consent of the Declarant and the Owner of the affected property.

7.4 General Provision. Any Person using these general easements provided under Sections 7.2 and 7.3 above shall use its best efforts to install and maintain the easements for utilities or drainage without disturbing the uses of the Owners and the Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work, and shall comply with all requirements of the Building Design Guidelines and the Declarant.

7.5 Rights Incidental to the Construction Easement. Declarant reserves an easement through the common areas as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's development rights reserved in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the common areas.

7.6 Maintenance Easement. A blanket easement is hereby reserved to Declarant for the benefit of the Declarant, Declarant's Affiliates, successors and specific assigns, and granted to District-10 and any Member of the Board or ARC, and their respective officers, agents, employees, contractors and assigns, upon, across, over, in and under the Property and any Lot, and a right to make such use of the Property or Lot as may be necessary or appropriate to make repairs or to perform the duties, obligations, functions and maintenance which the Board is obligated and permitted to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance and repair thereon, as required by this Declaration, together with the right of access, ingress and egress necessary for such installation, maintenance, operation, repair, replacement and upkeep.

7.7 Operations and Maintenance Services and Costs. The Declarant hereby authorizes District-10 to provide certain operations and maintenance services to the Property in lieu of a homeowners' association (as may be authorized or limited by law and the Service Plan for District-10), which services may include, operation and maintenance of any District-10 open space, common areas, greenbelts, landscaped medians, monuments, entry features, fencing, landscape buffers and setbacks, paths and walkways, detention/retention ponds and drainage facilities, covenant enforcement and architectural/design review services, and operations and maintenance services for public facilities and improvements not

otherwise dedicated to the Town in accordance with the Project Documents. Each Lot Owner may be charged an annual fee, for operation and maintenance services provided by District-10 as described herein. The annual fee shall subject to adjustment at the discretion of and as determined by the Board based upon the annual budget of District-10, and amendments thereto from time to time. The Board shall not be liable for any omission or improper exercise by any Agent or independent contractor of any duty, power or function so delegated by written instrument executed by or on behalf of the Board.

7.8 Recorded Easements. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property, and all portions thereof, shall be subject to the easements as shown on any recorded Plat of the Property, or any portion thereof, and the easements established in this Declaration.

7.9 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon all streets and upon the Property in the proper performance of their duties.

7.10 Easements Deemed Appurtenant. Any and all conveyances made by Declarant to any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements and rights created herein for an Owner shall be deemed appurtenant to the Lot owned by such Owner. All conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights of way as provided herein, as though set forth in said document in full, even though no specific reference to such easements or rights-of-way appear.

7.11 Rights Transferable. Any development rights created or reserved under this Article or elsewhere in this Declaration for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the real estate records of Weld County. Such instrument shall be executed by the transferor (Declarant) and the transferee.

8. DESIGN AND/OR ARCHITECTURAL REVIEW

8.1 Appointment of Members to ACC. The Board shall appoint the members of the ACC. Members of the ACC may be, but need not be, directors of the Board. The Board may also appoint a second ACC to review Improvements that are subsequent to the Improvements originally constructed on any Lot.

8.2 Term. Each member of the ACC shall serve at the pleasure of the Board for such period of time as needed by the Board. In the event of the death, incapacity, or resignation of any member of the ACC, the Board shall appoint a successor.

8.3 Design Review Requirements.

8.3.1 No Improvements shall be constructed, erected, placed, altered, planted, applied or installed upon any Lot unless said Improvements are in full compliance with the provisions of the Project Documents and unless complete plans and specifications have been first submitted to and approved in writing by the Declarant or the ACC.

8.3.2. The Declarant and the ACC shall exercise its reasonable judgment to the end that all Improvements generally conform to and harmonize with the existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the Declarant and the ACC may require as a condition to its considering an approval request, that the applicant(s) pay a review fee and/or reimburse the Declarant or the ACC for the expenses incurred by the Declarant or the ACC in the review process. A compliance deposit may also be required as a condition precedent to review and approval of any plans.

8.3.3. In addition to the foregoing review and approvals, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by the applicable governmental entity, if required, shall be a precondition to commencement of any construction of, alteration of, addition to or change in any Improvement.

8.3.4. The Board may, from time to time, appoint a representative or committee of representatives to act on its behalf. If the Board does so, then the actions of such representative or committee shall be the actions of the Board, subject to the right of appeal as provided below. However, if such a representative or committee is appointed by the Board, then the Board shall have full power over such representative or committee, including without limitation the power to at any time withdraw from such representative or committee any of such authority to act on behalf of the Board and the power to at any time remove or replace such representative or committee.

8.3.5 In addition to the foregoing sections, the Declarant or the ACC shall likewise have the power to delegate the responsibility for reviewing any application submitted to them to a professional architect, landscape architect, engineer, or other professional Person who is qualified to review the issues raised in the application. The Declarant or the ACC shall also have the power to require that the applicant pay the fees reasonably incurred by them in retaining such professional to review the application submitted.

8.4 Guidelines. The Board of District-10 is authorized to promulgate design and/or architectural standards, rules, regulations and/or guidelines. Any such guidelines may be included in the Building Design Guidelines promulgated by the Board and/or the ACC as set forth in this Declaration. Without limiting the generality of the foregoing, such Building Design Guidelines may contain provisions to clarify the designs and materials that may be considered in design approval, may state requirements for submissions, may state procedural requirements, or may specify acceptable Improvement(s) that may be installed without the prior approval of the Declarant or the ACC. By way of example, and not by way of limitation, such provisions may state that a certain style of roofing material and color is acceptable or may state that only one or more types of fences are acceptable, and no other types will be approved. The Declarant or ACC may require a compliance deposit upon approval of any design review.

8.5 Procedures. The Declarant or the ACC shall approve or disapprove all requests for approval within forty-five (45) calendar days after the complete submission of all plans, specifications, and other materials and information which they may require in conjunction

therewith. A stamped or printed notation, initialed by the Declarant or a designated member appointed by the ACC, affixed to any of the plans and specifications, shall be deemed a sufficient writing. However, the Declarant or the ACC shall not be required to maintain records of plans, specifications or other documents or information that have been submitted to it for approval. Approval by the Declarant or the ACC shall be conclusive evidence of compliance with these CCRs, provided that the Improvements are constructed in compliance with the plans and specifications as approved. Failure to approve within forty-five (45) calendar days shall be deemed disapproval.

8.6 Voting and Appeals. The signature of the Declarant or a majority vote of the ACC is required to approve a request for architectural approval or any other matter to be acted on by Declarant or the ACC, unless the Declarant or ACC has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the Declarant or the ACC decides a request for architectural approval which is adverse to the applicant, then the applicant shall have the right to an appeal of such decision to the Declarant or the full ACC, upon a written request therefor submitted to them within ten (10) calendar days after such decision by the representative. In the event the ACC decides a request for architectural approval that is adverse to the applicant, then the applicant shall have the right to an appeal of such decision to the full Board, upon a written request therefor submitted to the Board within ten (10) calendar days after such decision by the ACC. Notwithstanding anything to the contrary in this Declaration, the Board may intercede of its own volition in matters of architectural approval by the ACC, and the Board may reverse, alter, amend, adjust, change, or otherwise modify any decisions of the ACC at any time, so long as any one or more Owners are not unduly prejudiced thereby.

8.7. Prosecution of Work After Approval. After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application or to complete the Improvement in complete conformance with the conditions and requirements of the approval shall constitute noncompliance and the Compliance Deposit shall become non-refundable; provided, however, the ACC, in its sole discretion, may grant extensions of time for completion of any proposed Improvements and proportional amounts of Compliance Deposit redemption.

8.8 Notice of Completion. Upon the completion of any Improvement, as determined by the Declarant, the applicant for approval of the same shall give a written notice of completion by the Declarant or the ACC. Until the date of receipt of such notice of completion, the Declarant or the ACC shall not be required to provide such notice of completion of any Improvement on which approval has been sought and granted as provided in this Article.

8.9 Inspection of Work. The Declarant or the ACC or its duly authorized representative shall have the right to inspect any Improvement prior to or after completion in order to determine whether the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article; provided, however, that the right of inspection shall terminate sixty (60) calendar days after the Declarant or the ACC shall have received a notice of completion from the applicant.

8.10 Notice of Noncompliance. If, as a result of inspections or otherwise, the Declarant or the ACC finds that any Improvement has been done without obtaining the approval from them, or was not done in substantial compliance with the approval that was granted, or was not completed within one (1) year after the date of approval, subject to any extensions of time granted pursuant to Section 8.7 hereof, the Declarant or the ACC shall notify the applicant in writing of the noncompliance; which notice of noncompliance shall be given, in any event, within sixty (60) calendar days after the Declarant or the ACC receives a Notice of Completion from the applicant. The notice of noncompliance shall specify the particulars of the noncompliance.

8.11 Correction of Noncompliance. If the Declarant or the ACC determines that a noncompliance exists, the Person responsible for such noncompliance shall remedy or remove the same (and return the subject real estate and/or Improvements or structure to its original condition) within a period of not more than forty-five (45) calendar days from the date of receipt of the notice of noncompliance. If such Person does not comply with the ruling within such period, the Declarant or the ACC may, at its option, retain any compliance deposits made, record a notice of noncompliance against the Lot on which the noncompliance exists, may remove the non-complying Improvement or may otherwise remedy the noncompliance, and the person responsible for such noncompliance shall reimburse them, upon demand, for all costs and expenses incurred with respect thereto in excess of the retained compliance deposit.

8.12 Cooperation and Delegation. The Board shall have the right and authority, from time to time, to enter into agreements and otherwise cooperate with, and/or delegate to, any other architectural review committees, or one or more other boards or committees, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board in its discretion. The costs and expenses for all such matters, if any, shall be shared or apportioned between such other boards or committees and District-10, as the Board may determine in its discretion from time to time. Additionally, the Board shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with, and/or delegate to, other architectural review committees, or one or more other boards or committees, to collect fees, charges, or other amounts which may be due to such entity and to permit any such entity to collect fees, charges, or other amounts which may be due to District-10; in any such instance, the Board shall provide for remittance to such entity of any amounts collected by the Board of any amounts collected by such entity.

8.13 Access Easement. Each Lot is subject to an easement in favor of the Declarant or the ACC and District-10, including their agents, representatives, employees and contractors thereof: for performing any of the actions contemplated in this Declaration; and/or for and incidental to investigation and/or enforcement of any term or provision of any of the Project Documents. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on any of the Property, including without limitation any Lot, the Owner responsible for the damage or expense to avoid damage, or District-10 if it is responsible, is liable for the cost of prompt repair and remediation. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Lot; except that no such notice shall be required in connection with any exterior, non-intrusive matter; and except that in emergency situations entry upon a Lot may be made at any time provided that the Owner(s) or occupant(s) of each affected Lot

shall be notified of emergency entry as early as is reasonably possible. The interior of any residence located on a Lot shall not be subject to the easements provided for in this Section.

8.14 No Liability. District-10, the Board, the Declarant, the ACC, and the members thereof, as well as any representative of the District-10, the Board, the Declarant and the ACC appointed to act on its behalf, shall not be liable in equity or damages to any Person submitting requests for approval or to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter within its jurisdiction hereunder. In reviewing any matter, the Board, the Declarant, and the ACC shall not be responsible for the safety, whether structural or otherwise, of the Improvements submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor compliance with any other standards or regulations, and any approval of an Improvement by the District-10, the Board, or the ACC shall not be deemed an approval of any such matters. No Owner or other Person shall be a third-party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by District-10, the Board, the Declarant, or the ACC.

8.15 Variance. The Declarant or the ACC, in its sole discretion, may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other real estate and Improvements in the neighborhood and shall not militate against the general intent and purpose hereof. In the event the Town requires a variance, said variance shall be granted in advance of submitting a request for variance to the Declarant or the ACC. Town approval of a variance does not obligate the Declarant or the ACC to also grant the same variance or adjustment.

8.16 Waivers; No Precedent. The approval or consent of the Declarant or the ACC, or any representative thereof, to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Declarant or the ACC or any representative thereof, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter.

8.17 Rules and Regulations. Rules and regulations concerning the Property may be adopted, enacted, modified, amended, repealed, and re-enacted from time to time by the Board, the Declarant and the ACC. Any such rules and regulations may be included in Guidelines promulgated by them as set forth herein. Such rules and regulations may be incorporated into this Declaration. The rules and regulations may state procedural requirements, interpretations, clarifications and applications of this Declaration and law, including without limitation, blanket requirements, blanket interpretations, and blanket applications. The Board, the Declarant and the ACC have the authority to adopt or vary one or more rules and regulations that are different for different types of Lots, if any. Any rules and regulations that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, this Declaration.

8.18 Enforcement.

8.18.1 Enforcement of the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. District-10, the Board, the Declarant, the ACC, and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings. No remedy shall be exclusive of other remedies that may be available. In any action instituted or maintained under this Declaration or any other Project Documents, the prevailing party shall recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by District-10, the Board, the Declarant, the ACC, or any Owner to enforce any covenant, restriction or other provision shall in no event be deemed a waiver of the right to do so thereafter.

8.18.2 Without limiting the generality of the foregoing, District-10, the Board, the Declarant and/or the ACC shall have the right to send demand letters and notices, to levy and collect fines, to negotiate, settle and to take any and all other actions with respect to any violation(s) or alleged violation(s) of any of the Project Documents.

8.18.3 The decision of District-10, the Board, the Declarant or the ACC to pursue enforcement action in any particular case shall be left to their discretion, subject to the duty to exercise judgment and be reasonable, and further restricted in that District-10, the Board, the Declarant or the ACC shall not be arbitrary or capricious in taking enforcement action. A decision of the District-10, the Board, the Declarant or the ACC not to pursue enforcement action shall not be construed as a waiver of their right to enforce such provisions at a later time under other circumstances or preclude them from enforcing any other covenant, restriction or rule.

8.19 Duration, Amendment and Supplement.

8.19.1 Each and every provision of this Declaration shall run with and bind the Property perpetually from the date of recording of this Declaration. This Declaration may be amended and/or supplemented by the affirmative vote or agreement of the Owners of seventy percent (70%) of the Lots. The Owner(s) of each Lot has one vote in total for that Lot (i.e. no matter how many entities are an owner of interest in any given Lot, the Lot is only entitled to one and only one vote. Notwithstanding the foregoing, District-10 shall not be required to comply with or enforce any such Owner adopted amendments or supplements to this Declaration until such time as District-10 receives a recorded copy of such amendment and/or supplement in compliance with pertinent sections of this Declaration (Notices).

8.19.2 Notwithstanding anything to the contrary, until ten (10) years after conveyance of the first sold lot, to the original buyer or the completion of the sale of all 10 lots (whichever comes first) no amendment or supplement of this Declaration shall be effective without the prior written approval of the Declarant.

8.19.3 Notwithstanding anything to the contrary, this Declaration may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, District-10 or any other Person, in order to correct

any clerical, typographical or technical errors in this Declaration or to clarify any provision of this Declaration.

8.19.4 Notwithstanding anything to the contrary, this Declaration may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, District-10, or any other Person, in order to comply with the requirements of any applicable law in the event any provision contained herein does not so comply.

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

8.21 Notices. Any notice permitted or required in this Declaration shall be deemed to have been given and received upon the earlier to occur of (a) personal delivery upon the Person to whom such notice is to be given; or (b) two (2) days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to the most recent address furnished by such Owner in writing to the Declarant for the purpose of giving notice. or if no such address shall have been furnished, then to the street address of such Owner's residence. In case of co-owners, any such notice may be delivered or sent to one of the co-owners on behalf of all co-owners and shall be deemed delivered to all such co-owners

8.22 Runs with the Land; Binding Upon Successors. The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Property and all Improvements which are now or hereafter become a part of the Property and any Future Parcel(s). The benefits, burdens, and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of District-10, the Declarant and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand this ____ day of May 2019.

DECLARANT/DEVELOPER:

Dream Weaver Holdings, LLC
A Colorado Limited Liability Company

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

On this ____ day of _____, 2019, before me, a Notary Public, personally appeared _____ in their capacity as Manager of Dream Weaver Holdings, LLC, a Colorado limited liability company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same in the indicated capacity as his free act and deed.

Witness my hand and seal of office.
My commission expires: _____

Notary Public

OWNER'S CONSENT TO SUBROGATION
OF CERTAIN REAL PROPERTY
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
THE DREAMERS RIDGE SUBDIVISION

A portion of the Property currently is owned by Dream Weaver Holdings, LLC ("Owner") For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ and _____ as evidenced by signature below, _____ hereby consents to subject its portion of the Property owned in phase 1 to the covenants, conditions, restrictions and easements described herein, which shall run with the land and be binding on Dream Weaver Holdings, LLC, its heirs, successors, and assigns having any right, title or interest in all or any part of the portion of Property currently owned by Dream Weaver Holdings, LLC.

So acknowledged and consented by:

_____)
[NAME]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

Witness my hand and seal of office.

My commission expires: _____

[S E A L]

Notary Public

METROPOLITAN DISTRICT'S CONSENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
FOR
DREAMERS RIDGE SUBDIVISION

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned, as District-10 charged with covenant enforcement and architectural review services under this Declaration, hereby consent to subjection of the Property to this Declaration and all the terms and provisions hereof.

Executed this _____ day of _____, 2019.

THE SHORES ON PLUM CREEK
METROPOLITAN DISTRICT NO. 10

By: _____
Jon P. File, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jon P. File, as Proponent for the formation of THE SHORES ON PLUM CREEK METROPOLITAN DISTRICT NO. 10

Witness my hand and seal of office.

My commission expires: _____

Notary Public

EXHIBIT A
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DREAMERS RIDGE SUBDIVISION
(Legal Description of Dreamers Ridge Subdivision)

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING PART OF THAT PROPERTY DESCRIBED IN DEED RECORDED MAY 22, 2014 AT RECEPTION NO. 4017834, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE S89°35'35"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1288.24 FEET; THENCE N48°23'39"E A DISTANCE OF 51.26 FEET; THENCE N22°35'25"E A DISTANCE OF 41.65 FEET; THENCE N42°58'02"E A DISTANCE OF 68.08 FEET; THENCE N47°13'49"E A DISTANCE OF 68.16 FEET; THENCE N51°31'19"E A DISTANCE OF 76.89 FEET; THENCE N60°37'32"E A DISTANCE OF 93.31 FEET; THENCE N65°10'10"E A DISTANCE OF 151.59 FEET; THENCE N53°50'09"E A DISTANCE OF 87.55 FEET; THENCE N49°53'41"E A DISTANCE OF 125.69 FEET; THENCE S83°13'11"E A DISTANCE OF 62.67 FEET; THENCE N76°49'05"E A DISTANCE OF 49.46 FEET; THENCE N61°49'25"E A DISTANCE OF 42.95 FEET; THENCE N42°20'35"E A DISTANCE OF 74.99 FEET; THENCE N28°52'44"E A DISTANCE OF 71.21 FEET; THENCE N53°05'32"E A DISTANCE OF 108.19 FEET; THENCE N28°37'37"E A DISTANCE OF 203.98 FEET TO A POINT ON THE EASTERLY LINE OF SAID PROPERTY DESCRIBED IN DEED AT RECEPTION NO. 4017834; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING EIGHT (8) COURSES:

- 1) S32°33'54"E A DISTANCE OF 16.76 FEET;
- 2) S32°41'25"E A DISTANCE OF 274.49 FEET;
- 3) S32°12'29"E A DISTANCE OF 216.63 FEET;
- 4) S00°13'23"E A DISTANCE OF 58.72 FEET;
- 5) S31°58'16"E A DISTANCE OF 253.06 FEET;
- 6) S33°00'28"E A DISTANCE OF 64.67 FEET;
- 7) S44°23'40"E A DISTANCE OF 91.13 FEET;
- 8) S67°35'50"E A DISTANCE OF 33.81 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE S89°43'33"W A DISTANCE OF 263.06 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 597,354 SQUARE FEET OR 13.713 ACRES, MORE OR LESS.

EXHIBIT B
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DREAMERS RIDGE SUBDIVISION
(Building Envelopes of Dreamers Ridge Subdivision)

