SECOND AMENDED AND RESTATED

RULES AND REGULATIONS

GOVERNING

HIGH PLAINS METROPOLITAN DISTRICT

Adopted and enforced by Resolution

of the Board of Directors of

HIGH PLAINS METROPOLITAN DISTRICT

Effective as of: September 1, 2010

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SECOND AMENDED AND RESTATED RULES AND REGULATIONS GOVERNING

High Plains Metropolitan District

Adopted and enforced by Resolution of the Board of Directors of High Plains Metropolitan District

EFFECTIVE SEPTEMBER 1, 2010

PREAMBLE:

The Board of Directors of the High Plains Metropolitan District (the "District") has adopted these Second Amended and Restated Rules and Regulations Governing High Plains Metropolitan District ("Rules and Regulations"), pursuant to Section 32-1-1001(1)(m), C.R.S., by Resolution No. 2010-08-02, dated August 11, 2010, and the contents of which are incorporated herein by reference. The District has adopted these Rules and Regulations in order to provide for the orderly and efficient conduct of its business affairs, which make up the community known as Blackstone ("Community").

The Board of Directors intend that the Amended and Restated Rules and Regulations Governing East Plains Metropolitan District, Beacon Point Metropolitan District and High Plains Metropolitan District and Amended and Restated Policies and Procedures Governing the Recreation Amenities of East Plains Metropolitan District, Beacon Point Metropolitan District and High Plains Metropolitan District, which were adopted by a joint resolution of the three districts on October 20, 2006 (the "Prior Rules, Regulations and Policies") shall remain in full force and effect until midnight on August 31, 2010, and expressly affirms the applicability of and ratifies all actions implementing the Prior Rules, Regulations and Policies prior to midnight, August 31, 2010. Effective as of September 1, 2010, with respect to property within the District, the Rules and Regulations set forth herein shall amend, restate and supersede in their entirety the Prior Rules, Regulations and Policies.

The Board of Directors expressly reserves the right to amend or make revisions to these Rules and Regulations from time to time in its sole discretion, in order to provide for the orderly construction, management, operation and control of the District's public facilities and services and to promote the health, and safety and welfare of the residents and property owners of the Community. These Rules and Regulations are supplementary to, and are not to be construed as an abridgement of, the lawful rights of the Board of Directors to manage the District as outlined in Title 32 of the C.R.S., governing special districts. These Rules and Regulations specifically supersede any and all prior rules and regulations of the District in their entirety. All such prior rules and regulations shall no longer be of any force or effect.

ARTICLE 1.
DEFINITIONS

As used in these Rules and Regulations, unless the context clearly indicates otherwise, the following words, defined below and capitalized throughout the text of these Rules and Regulations, shall have these respective meanings:

Board or Board of Directors: the Board of Directors of the High Plains Metropolitan District, the District's governing body.

Common Areas: District owned, operated and maintained open green areas intended for general play, recreational use and picnics, picnic facilities, tot lots and playgrounds intended for public use and parks.

Community: the property within the legal boundaries of the District as it currently exists and as it may be amended in the future by any available legal means.

Customer: any person or entity that receives services from the District.

District: the High Plains Metropolitan District.

District Manager: the independent contractor engaged by the District to perform and provide management and/or similar services, with, and to the extent authorized by, the District.

District Services: all of the services provided by the District that are authorized by the Service Plan.

Fee Resolution: the Amended and Restated Resolution of the Boards of Directors of East Plains Metropolitan District and High Plains Metropolitan District Concerning the Imposition of District Fees, attached hereto as **Exhibit F,** as may be amended from time to time.

Person: any person or entity, in both the singular and the plural.

Property Owner or Owner: the record owner of any real property that is located within the District's boundaries.

Protective Covenants: the Protective Covenants for Blackstone and Mandatory Resident Social Memberships, dated April 29, 2005, entered and recorded by Lennar Colorado, LLC, as Declarant, in the real property records of Arapahoe County, Colorado, on October 20, 2005, at Reception Number B5158103, as amended by the First Amendment to Protective Covenants for Blackstone and Mandatory Resident Social Memberships, dated November 17, 2006, and recorded in the real property records of Arapahoe County, Colorado, on December 5, 2006, at Reception Number B6170752, as amended by the Second Amendment to Protective Covenants for Blackstone and Mandatory Resident Social Memberships, dated October 12, 2007, and recorded in the real property records of Arapahoe County, Colorado, on October 19, 2007, at Reception Number B7135187, and as may be further amended from time to time as provided therein, attached to these Rules and Regulations as **Exhibit B**.

Residential Improvement Guidelines: the Residential Improvement Guidelines attached hereto as **Exhibit C**.

Rules and Regulations: these Rules and Regulations, as adopted by the District's Board of Directors, together with such other amendments, policies and resolutions which may be adopted by the Board from time to time and incorporated herein.

Service Plan: the document entitled "Second Amended and Restated Service Plan for High Plains Metropolitan District" dated July 26, 2010, as may be amended from time to time, which supersedes the "Consolidated Service Plan for East Plains Metropolitan District, Beacon Point Metropolitan District, and High Plains Metropolitan District" dated September 9, 2002 and the "Amended And Restated Consolidated Service Plan For East Plains Metropolitan District, High Plains Metropolitan District, Beacon Point Metropolitan District, City of Aurora, Colorado," dated August 6, 2004, and "Amended and Restated Consolidated Service Plan for East Plains Metropolitan District, High Plains Metropolitan District, Beacon Point Metropolitan District, City of Aurora," as updated with Modifications made under the March 10, 2006 Resolution Regarding Adoption of Non-material Modifications to the Amended and Restated Service Plans for East Plains Metropolitan District, High Plains Metropolitan District.

Shall or May: whenever "shall" is used herein, it denotes a mandatory direction that may have penalties associated with its violation; whenever "may" is used herein, it denotes a permissible direction.

ARTICLE 2.
GENERAL

2.1 Scope of Rules and Regulations. These Rules and Regulations shall be treated and considered as comprehensive rules and regulations governing the operations and management of the District. Any and all prior rules and regulations of the District shall be deemed specifically superseded hereby.

The Board of Directors has determined to adopt these Rules and Regulations in order to assist the District and its management staff in implementing the decisions and policies of the Board. It is intended that any Person desiring to transact business with the District as an owner or developer of property or a resident within the boundaries for the District shall comply with these Rules and Regulations. It is further intended that the District Manager and the management staff shall utilize these Rules and Regulations as a tool for assuring uniform treatment to Persons within the District and fair response to issues which confront the District. The District Manager shall provide copies of these Rules and Regulations to any Person who requests them for a fee determined by the Board, pursuant to the Public Records Act Request Policy of the District set forth in **Exhibit A**. No Person shall be entitled to any exemption from the applicability of these Rules and Regulations due to the failure of that Person to become familiar with the contents of these Rules and Regulations, and any supplements hereto.

2.2 General Purpose and Authority. The purpose of these Rules and Regulations is to provide for the orderly construction, management, operation and control of the public utility systems, facilities, improvements and services of the District, including additions, extensions and

connections thereto. The District is a governmental entity and political subdivision of the State of Colorado and body corporate with all powers of public or quasi-municipal corporations, which are specifically granted or implied for carrying out the objectives and purposes of the District. The District constructs, operates and maintains certain facilities for its benefit and that of property owners and residents within its boundaries.

2.3 Public Health, Safety and Welfare. It is hereby declared that the Rules and Regulations hereinafter set forth serve a public interest and are necessary for the protection of the health, safety, prosperity, security, and general welfare of the residents and property owners of the District.

2.4 Rules of Construction. These Rules and Regulations are promulgated in the exercise of the Board's discretion as authorized by statute to provide a tool for managing the District and for the orderly provision of essential services. It is intended that these Rules and Regulations shall be liberally construed to affect the general purposes set forth herein, and that each and every part hereof is separate and distinct from all other parts. No refusal, failure or omission of the Board or its agents to apply or enforce these Rules and Regulations shall be construed as an alteration, waiver, or deviation herefrom or from any grant of power, duty or responsibility, or any limitation or restriction upon the Board of Directors or the District by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other entity. Nothing contained herein shall be so construed as to prejudice or affect the right of the District to secure the full benefit and protection of any law now in effect or which may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District. The Board reserves the right to construe any provision hereof in its sole discretion in order to effectuate lawful purposes of the District and to attempt to ensure orderly and non-discriminatory treatment of all Persons subject to these Rules and Regulations now or in the future. In all circumstances, these Rules and Regulations shall be construed in the broadest sense possible to enable the District to perform its functions in accordance with law.

The Rules and Regulations must be complied with by all Persons absent receipt of a proper written waiver approved by the Board. It is the responsibility of each resident and property owner to obtain and read the Rules and Regulations of the District, as adopted and enforced by the District. No Person shall obtain, by virtue of the Rules and Regulations, any right or cause of action against the District or its management arising as a result of the enforcement or lack of enforcement of the Rules and Regulations by the District.

2.5 Amendment/Modification/Waivers. The Board shall retain the power to amend, modify or waive all or any portion of these Rules and Regulations as it deems appropriate. Neither notice nor public hearing shall be required to be provided by the District prior to exercising its amendment, modification or waiver powers. The District has the power to revise its Rules and Regulations from time to time either by formal action of the Board or by implication and has authority to waive the application of its Rules and Regulations to its own activities, or to the activities of others. Supplemental policies of the District may be adopted from time to time in order to assist the Board and its management staff in managing the affairs of the District. When possible, copies of such policies shall be attached hereto as Exhibits. Additional Exhibits affecting these Rules and Regulations may be added by Board resolution

from time to time. The Board, or the District Manager acting on instructions of the Board, shall have the sole authority to waive, suspend or modify these Rules and Regulations. Any Person claiming the benefit of such waiver, suspension or modification shall be required to obtain a written waiver signed by the District Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver shall be deemed a continuing waiver.

2.6 Conflicts. In case of any conflict between any provision of these Rules and Regulations, the District shall be entitled to resolve such conflict in its own favor at the District's sole discretion, it being the intention of the Board that these Rules and Regulations shall be construed or interpreted by the District in such manner so as to maximize the ability of the District to govern and manage the District and its facilities.

2.7 Definitions for Terms Used in Rules and Regulations. Unless the context specifically states otherwise, the meaning of terms used herein shall be as set forth herein.

2.8 General Policies. The District articulates herein its rules, regulations and policies for the provision of public services and facilities, and for management and operation of the same. From time to time, the Board of Directors adopts official policies of the District. On occasion, such policies are reflected in official "resolutions" or "policies" of the Board of Directors, which may be added to these Rules and Regulations as additional Exhibits. Additional policies may also be found in the minutes of the District's Board meetings. To the extent any policy found in minutes of Board meetings which pre-dates and conflicts with any resolution of the Board, the resolution shall be deemed to supersede the minutes, unless the Board determines otherwise after such conflict is brought to the attention of the Board. To the extent policies found in minutes of meetings post-date resolutions of the District and conflict with such resolutions, the policy stated in the minutes shall be binding unless the Board determines otherwise after such conflict is brought to the attention of the Board. The District shall have the right, at all times, to repeal and reenact resolutions of the Board unless any resolution specifically states that it is irrepealable. A number of informal policies of the District may exist which are known to the District Manager and the District's Board of Directors. In any case where a person has questions about District policies, questions may be directed to the District Manager who has authority to respond, or who may refer such requests to the Board. In all circumstances, the Board of Directors retains authority and responsibility for the policies of the District.

ARTICLE 3.
DESCRIPTION OF THE DISTRICT

3.1 Purpose of the District. The District was organized with authority to provide certain services and facilities to residents and property owners within the District's boundaries or the area more generally known as "Blackstone." The District is a quasi-municipal corporation and political subdivision of the State of Colorado and, as such, exercises certain governmental powers for the benefit of its constituents. Pursuant to its Service Plan, the District has the authority to provide water, street, traffic and safety controls, transportation, parks and recreation, sanitation, security services, and design review and covenant enforcement services to the extent of its available resources. For additional information regarding the covenants the District is authorized to enforce, please see the Declaration of Protective Covenants attached to these Rules and Regulations as **Exhibit B** and the Residential Improvement Guidelines attached to these

Rules and Regulations as **Exhibit C.** The District has power to tax properties within its boundaries and to impose fees for services available from or provided by the District. The District derives its power from Colorado statutes and from its Service Plan. The Service Plan contains general information about the facilities, services, and powers of the District and may be amended from time to time to deal with the evolving needs of the District. The District has the authority to construct, operate and maintain facilities and improvements for District Services, as it deems expedient, in accordance with the authority granted to the District in its Service Plan. The Service Plan is an "enabling document" granting to the District certain powers and authorities. The Service Plan does not impose upon the District any responsibility which it is not required to accept pursuant to state law or which it does not specifically accept by official decision of the Board.

3.2 The Governing Body. The District is governed by an elected Board of Directors. The Board consists of five (5) individuals who, as residents or property owners within the District, are qualified to serve as directors. Directors are generally elected to four (4) year terms at elections held in May of even-numbered years. The Board elects from its membership a president, vice president and treasurer, and appoints a secretary.

3.3 District Board Meetings. Meetings of the Board of Directors are subject to the "Sunshine Law" of the State of Colorado and are open to the public. Written summary minutes of meetings are prepared for each meeting and, after approval by the Board, are available for public inspection. From time to time, the Board meets in "Executive Session" to receive legal advice or to discuss ongoing contract negotiations, litigation matters, or other legally privileged matters. Executive Sessions are closed to the public. The District's Policy Regarding Recording of Public and Execution Session Meetings is attached to these Rules and Regulations as **Exhibit D**.

3.4 District Management. The District is managed by professional management consultants engaged by the Board. The District Manager oversees the day-to-day administration of the District and operation of District facilities. All consultants of the District serve at the will of the Board. The District Manager operates within approved guidelines established by the Board and exercises only that discretion which is granted by the Board as necessary for day-to-day operations and for implementation of decisions and policies of the Board.

3.5 District Services and Facilities. In general terms, the District has the power and authority to provide water, street, traffic and safety controls, transportation, parks and recreation, and sanitation improvements and infrastructure to the area located within its boundaries and also has the power and authority to provide security services as well as covenant enforcement and design review services. For additional information regarding the covenants the District is authorized to enforce, please see the Declaration of Protective Covenants attached as **Exhibit B** and the Residential Improvement Guidelines attached as **Exhibit C**. Reference is made to the Service Plan for a general description of services and facilities which may be provided by the District. The District has powers of eminent domain to condemn private properties for public use.

3.6 Subdivision and Zoning Referrals. The District has no authority over subdivision, zoning or other land use matters for property within the District. The City of Aurora controls

land use decisions within the boundaries of the District, with the exception of certain land use decisions related to public facilities constructed by the District.

3.7 Rates, Fees, Tolls and Charges. The District has the power to charge various rates, fees, tolls, charges and penalties, and imposes property taxes for services and facilities provided by the District. In most cases the failure of a resident or property owner to pay such fees and/or taxes creates a right in the District to claim a lien on the affected property and to foreclose on that lien. The District exercises such power for the overall benefit of the District and reserves the right to exercise its discretion on a case-by-case basis in determining whether to claim a lien and foreclose it. Please see the District's Fee Collection Policy and Enforcement Procedures attached to these Rules and Regulations as **Exhibit E**.

3.8 Other Pubic Utilities. Electric, natural gas, telephone and cable television services are available within the District and are provided by various commercial companies.

ARTICLE 4.
OWNERSHIP AND OPERATION OF FACILITIES

4.1 District Facilities. Systems constructed by the District, including without limitation the Common Areas, and which have not been conveyed to another entity for ownership and/or ongoing operation and maintenance, shall be operated and maintained by the District pursuant to these Amended and Restated Rules and Regulations.

4.2 District Ownership. All improvements constituting any part of District systems shall be the sole property of the District, unless otherwise specifically agreed by the District or Customer. Notwithstanding the right of Customers to receive District Services pursuant to these Rules and Regulations, no legal or equitable ownership in District systems or improvements shall be deemed to exist in favor of any Person other than the District.

4.3 Right of Entry. The District Manager, employees and consultants of the District or other personnel authorized by the District Manager, bearing proper credentials and identification, shall be permitted by all residents or landowners within the District to enter upon all properties or appurtenances for the purpose of installation, replacement, repair, maintenance, inspection, or observation reasonably necessary in connection with the services and facilities provided by the District. The granting of right of entry by the resident or landowner is a condition precedent and a condition subsequent to the right to receive District Services. Refusal to permit such access to District personnel in the performance of their duties, shall give the District the right to discontinue District Services to the property in question and/or charges the resident or landowner for increased costs or damages sustained by the District resulting from the refusal of such right of entry.

4.4 Limitation of Liability of District. Except as provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., it is expressly stipulated that no claim for damage shall be made against the District by reason of any action or inaction of the Board in connection with any improvements or facilities for which the District has operations or maintenance responsibility.

ARTICLE 5.
RULES CONCERNING DISTRICT SERVICES AND FACILITIES

5.1 Entitlement to District Services. District Services will be provided by the District to all Customers, subject to these Rules and Regulations. No Person shall be entitled to continued service unless applicable fees (including without limitation applicable Operations Fees and/or Working Capital Fees as set forth in the Fee Resolution attached as **Exhibit F**), property taxes and other related charges, as may be imposed by the Board and as may be updated from time to time, are paid or evidence provided that appropriate fees and taxes have been paid for the benefit of such Person. It shall be incumbent upon the applicant for District Services to furnish satisfactory evidence of payment of applicable fees and/or taxes whenever such evidence is requested by the District. Notwithstanding that a Person has paid appropriate fees for service, no Person shall be entitled to receive continued District Services if property taxes or other fees due from such Person have become delinquent. District Services may be suspended or revoked by the District in its sole discretion upon nonpayment of any valid fees or charges or property taxes owing to the District or any other violation of these Rules and Regulations. In the event of nonpayment, the Customer shall be given not less than ten (10) business days advance notice in writing of the revocation.

5.2 District Services to Persons Outside the District's Boundaries. Charges for District Services to Persons who do not reside or own property within the District's boundaries shall be determined in the sole discretion of the Board of Directors. It is expected that charges for District Services for Persons who do not reside or own property within the District shall equal at least the actual cost of District Services plus, at a minimum, the estimated mill levy payments and other fees for which such Person would be responsible if s/he resided or owned property in

[redacted]

5.3 Inclusion or Exclusion of Property. Persons who own properties located outside the boundaries of the District may propose inclusion (annexation) of such property into the District. Persons who own property within the boundaries of the District may seek to have that property excluded from the District. All requests for inclusion of property within the boundaries of the District shall be made pursuant to the provisions of Section 32-1-401, *et seq.*, C.R.S. and subject to the inclusion limitation set forth in the District's Service Plan. All requests for exclusion of property shall be considered pursuant to the provisions of Section 32-1-501, *et seq.*, C.R.S. and subject to the provisions of Section 32-1-503, C.R.S.

5.4 Tampering. No authorized Person shall uncover, use, alter, or disturb the District's facilities or improvements without first obtaining a written authorization from the District. No Person shall maliciously, willfully, or negligently, break, damage, destroy, uncover, deface or tamper with any portion of the District's facilities or improvements. In addition to being subject to the provisions set forth in Section 5.5 of these Rules and Regulations, any Person who violates the provisions of this Section shall be prosecuted to the full extent of Colorado law.

5.5 Violations.

(a) Any Person violating any of the provisions of these District Rules and Regulations, the privately imposed Protective Covenants and/or Residential Improvement Guidelines, which are enforced by the District, shall become liable to the District for any expense, loss or damage occasioned by reason of such violation and, with respect to violations of the Protective Covenants and Residential Improvement Guidelines, the penalties set forth in the Fee Collection Policy and Enforcement Procedures attached as **Exhibit E**. Any such payment obligation of a resident or owner of property within the District shall be a lien upon the violator's property, as allowed by Section 32-1-1001, C.R.S., as amended, or a lien upon the property to which the violator was providing services at the time of the violation in question, whichever the District Manager deems appropriate.

(b) Following the District's efforts to collect delinquent payments of any applicable fee, charge or penalty under these Rules and Regulations, the Protective Covenants, the Residential Improvement Guidelines and/or Colorado law, if it becomes necessary for the District to initiate foreclosure proceedings as allowed by Section 32-1-1001(1)(j)(I), C.R.S., the District shall in each such case be entitled to assess all Late Fees, Interest and Costs of Collections as defined and provided in the Fee Collection Policies and Enforcement Procedures attached as **Exhibit E**.

5.6 Fees for Services. In the event the District determines to revoke or suspend District Services to any Person for violation of any of the provisions of these Rules and Regulations, including nonpayment of any fees or charges owed pursuant to the Fee Resolution (including without limitation the Operations Fee and Working Capital Fee), the District shall not be liable for any claim for damage resulting therefrom. If District Services are discontinued payment of any delinquent fees and charges, together with applicable Late Fees, Interest, Costs of Collections, shall be a precondition to the resumption of District Services.

ARTICLE 6.
HEARINGS

6.1 Applicability. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of these Rules and Regulations, the Protective Covenants and the Residential Improvement Guidelines, as each now exists or may hereafter be amended. The hearing and appeal procedures established by this Article shall not apply to complaints arising out of the interpretation of the terms of District contracts or complaints that arise with regard to personnel matters. Complaints that arise with regard to personnel matters shall be governed exclusively by personnel rules which may be adopted by the District and amended from time to time. ***Please note that the Protective Covenants attached to these Rules and Regulations as Exhibit B have provisions for a hearing and review process by the District. With respect to any dispute related to the District's enforcement of the Protective Covenants, to the extent that any of the terms of this Article 6 and the terms of such Protective Covenants conflict, the terms of the Protective Covenants shall control.***

6.2 Complaint. Complaints concerning the interpretation, application, or enforcement of Rules and Regulations must be presented in writing to the District Manager, or such representative as he or she may designate. Upon receipt of a complaint, the District Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board of Directors of the District at a special or regular meeting of the Board.

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

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

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

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

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

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

6.6 Appeals. In the event the complainant disagrees with the findings and order of the Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relied and shall contain a brief statement of the complainant's reasons for the appeal. The District shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and order. The Board shall consider the complainant's written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The Board's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board of Directors.

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

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

EXHIBIT A

AMENDED AND RESTATED
PUBLIC RECORDS ACT REQUEST POLICY

EXHIBIT A

AMENDED AND RESTATED
PUBLIC RECORDS ACT REQUEST POLICY

High Plains Metropolitan District (the "District") maintains certain public records which are available to the public under and in accordance with the laws of Colorado. The District expects that certain individuals may, from time to time, request the right to inspect and/or copy public records. The District is authorized under Section 24-72-203 C.R.S. to adopt rules with respect to the inspection of such records.

The District was previously subject to policy set forth in that certain Joint Resolution of East Plains Metropolitan District, High Plains Metropolitan District and the District Regarding Public Records Act Requests, dated September 3, 2003 ("Prior Public Records Request Policy"). This Public Records Request Act Policy amends, restates and supersedes in its entirety the Prior Public Records Request Policy.

1. McGeady Sisneros, P.C. is the "Official Custodian" of public records, as such term is defined in Section 24-72-202 (2), C.R.S.

2. The Official Custodian is authorized to charge an amount of twenty-five cents ($.25) per standard page, or such other maximum charge as is permitted by law from time to time, for each page of public records copied for any person requesting public records to defray the actual cost of providing a copy, printout, or photograph of a public record in a format other than a standard page. No charge is authorized for records which are inspected only.

3. All requests for copies or inspection of public records shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District's legal counsel for review and legal advice regarding the lawful availability of records requested and related matters. The District may from time to time designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plan, rules and regulations, minutes, etc. Such designations shall occur in the minutes of meetings of the District.

4. All public records copied and provided to interested persons shall be copied in duplicate by the Official Custodian. The Official Custodian shall retain the original record in the appropriate file, and shall retain duplicate copies in a separate file bearing the name of the person to whom copies are provided. Costs for duplicate copies shall not be charged to the person requesting the records, but shall be maintained for record purposes by the Official Custodian.

5. The Official Custodian or the District's legal counsel shall be in attendance at all times when public records are inspected by interested persons, but not when copies only are requested. No person shall be entitled to remove public records from the Official Custodian's office for inspection, copying, or otherwise. Records requested for inspection and copying by the interested party shall be: (a)) subject to inspection in the presence of the Official Custodian or their designee; (b) appropriately marked by the Official Custodian for copying upon request; (c) copied after receipt of all required charges; (d) delivered to the person requesting such records within three days following such marking. Records not picked up at the time set aside by

the Official Custodian shall be destroyed (copies only) not later than three days after the proposed delivery date. In the event the interested party renews the request for the same records, charges identical to those for the first set of copies shall be billed, in addition to charges for the first set of copies.

6. Only the Official Custodian (or an employee designated by the Official Custodian) may copy public records.

7. The Official Custodian is authorized to charge a reasonable fee for the actual costs incurred to review public records requests, prepare documents for inspection, consultation with legal counsel or other consultants regarding such requests, to supervise and coordinate preparation, review and copying of public records, and for actual costs incurred by Official Custodian, District, District Management, outside consultants and legal counsel in responding to and complying with public record requests.

8. The Official Custodian may establish such other reasonable regulations as are not inconsistent herewith.

EXHIBIT B

PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENTIAL SOCIAL MEMBERSHIPS IMPOSED BY LENNAR COLORADO, LLC

AFTER RECORDING RETURN TO:
High Plains Metropolitan District
c/o McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1214
Attn: Mark W. Yoder

Reception #: D0086092, 09/01/2010 at 02:44:53 PM, 1 OF 79, ASG, Rec Fee $401.00
Arapahoe County CO Nancy A. Doty, Clerk & Recorder

ASSIGNMENT OF RIGHTS UNDER PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENT SOCIAL MEMBERSHIPS

THIS ASSIGNMENT OF RIGHTS UNDER PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENT SOCIAL MEMBERSHIPS (this "Assignment") is made and entered into to be effective as of the 1st day of September, 2010 (the "Effective Date"), by and between **EAST PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Assignor"), and **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o McGeady Sisneros, P.C., 450 E. 17th Ave., Suite 400, Denver, CO 80203 ("Assignee").

RECITALS

A. Assignor is empowered under those certain Protective Covenants For Blackstone and Mandatory Resident Social Memberships, dated August 29, 2005, and recorded October 20, 2005 with the Arapahoe County Clerk and Recorder at Reception Number B5158103 (as the same has been amended, the "Protective Covenants"), copies of which are attached hereto as **Exhibit A**, to furnish covenant enforcement and design review services for certain property defined in the Protective Covenants (as so defined, the "Property").

B. Assignor desires to assign the rights to furnish covenant enforcement and design review services for the Property pursuant to the Protective Covenants to Assignee, and Assignee desires to assume such rights from Assignor.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Protective Covenants.

2. Assignment; Assumption. As of the Effective Date, Assignor hereby conveys, transfers, assigns and sets over unto Assignee all of Assignor's rights as "Metropolitan District" in, to and under the Protective Covenants without representation or warranty. As of the Effective Date, Assignee hereby accepts such rights and assumes, and agrees to be bound by, all of the terms, covenants and agreements of the Protective Covenants and perform, from and after the Effective Date, all of the duties and obligations of Assignor as "Metropolitan District" under the Protective Covenants.

3. Ratification. Except as expressly set forth in this Assignment, Assignor and Assignee hereby ratify and reaffirm each of the terms, covenants and conditions of the Protective Covenants.

4. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are merged herein and superseded hereby.

5. Authority. Each party for itself, its successors and assigns, hereby represents that it is duly and validly authorized to enter into, execute, deliver, and perform under this Assignment, and that the parties signing on its behalf have all the necessary authority to execute and deliver this Assignment.

6. Successor and Assigns. This Assignment and all rights and obligations of Assignee and Assignor hereunder shall be binding upon and inure to the benefit of Assignor, Assignee and the heirs, successors and assigns of each such party.

7. Miscellaneous. This Assignment shall be governed by and construed under the applicable laws of the State of Colorado. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Assignment of Rights Under Protective Covenants for Blackstone and Mandatory Resident Social Memberships as of the date first set forth above.

[*Signature pages follow.*]

ASSIGNOR:
EAST PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: R. Chris Lynch
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of August, 2010, by R. Chris Lynch, as President of EAST PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: 8/22/2011

JENNIFER S. HENRY NOTARY PUBLIC STATE OF COLORADO

Jennifer S Henry
Notary Public

ASSIGNEE:
HIGH PLAINS METROPOLITAN DISTRICT,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Name: R. Chris Lynch
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of August, 2010, by R. Chris Lynch, as President of HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: 8/22/2011

JENNIFER S. HENRY NOTARY PUBLIC STATE OF COLORADO

Jennifer S. Henry
Notary Public

EXHIBIT A

Protective Covenants for Blackstone and Mandatory Resident Social Memberships (as amended)

See attached.

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B5158103
Receipt #: 5258382 Recording Fee: $35
Pages Recorded: 70
Date Recorded: 10/20/2005 12:45:38 PM

351 pp
1-70

Please return to:
Lennar Colorado, LLC
Attn: Laurie Friedman
9990 Park Meadows Dr.
Lone Tree, CO 80124

PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENT SOCIAL MEMBERSHIPS

THESE PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENT SOCIAL MEMBERSHIPS ("**Restrictions**") are made and entered into the date and year hereinafter set forth by **LENNAR COLORADO, LLC**, a Colorado limited liability company ("**Developer**") in light of the following Recitals which are a part of these Restrictions for all purposes.

RECITALS:

A. WHEREAS, Developer is the owner of that certain real property in the County of Arapahoe, State of Colorado, which is described on **Exhibit A**, attached hereto and incorporated herein by this reference ("**Property**"); and

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

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

D. WHEREAS, pursuant to C.R.S. §32-1-1004, it is the intention of the Developer, in imposing these Restrictions on the Property, to empower East Plains Metropolitan District, a metropolitan district that governs the Property, to furnish covenant enforcement and design review services in the Property and to use revenues therefore that are derived from the Property; and

E. WHEREAS, the Club Property, as hereinafter defined, is not part of the Property and is not subject to these Restrictions but these Restrictions impose certain provisions upon the Property for the benefit of the Club Property as more specifically set forth and provided for in these Restrictions.

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

ARTICLE 1. DEFINITIONS

Section 1.1. Builder.

"**Builder**" means (i) any Person who acquires more than one Lot for the purpose of constructing a residential structures on each such Lot for sale to the public and (ii) any Person who acquires more than one Lot for sale to any Person fitting the description in Section 1.1(i) and/or for constructing a residential structure on any of such Lots for sale to the public.

51-CO-05-006217A CBD

Section 1.2. Club.

"**Club**" means the club to be developed on the Club Property and thereafter operated thereon and it is anticipated that it will include an 18-hole golf course. The Club will be separately owned and operated from the development of the Property and is not owned or operated by the Metropolitan District, but will provide certain membership privileges to Owners in the Metropolitan District.

Section 1.3. Club Owner.

"**Club Owner**" means Blackstone CC, LLC, a Colorado limited liability company and any other Person to whom the Club Owner may, at any time and from time to time, assign one or more of the Club Owner's interest in the Club Property and the Club Owner's rights and obligations under these Restrictions (which shall be extent of the Club Owner's rights and obligations to which such assignee succeeds); provided, that no assignment of any Club Owner's rights shall be effective unless such assignment is duly executed by the assignor Club Owner and recorded in Arapahoe County, Colorado.

Section 1.4. Club Property.

"**Club Property**" means al of the real property described on Exhibit B attached hereto together with all improvements now or hereafter situated thereon or attached thereto as well as all real property, improvements and attachments hereafter leased or acquired by the Club or the Club Owner within the Property.

Section 1.5. Developer.

"**Developer**" means Lennar Colorado, LLC, a Colorado limited liability company, and/or any other Person to whom the Developer may, at any time and from time to time, assign one or more of the Developer's rights under these Restrictions (which shall be the extent of the Developer's rights to which such assignee succeeds); provided, that no assignment of any Developer rights shall be effective unless such assignment is duly executed by the assignor Developer and recorded in Arapahoe County, Colorado.

Section 1.6. Development Period.

"**Development Period**" means the period of time commencing on recordation of these Restrictions in Arapahoe County, Colorado and expiring upon conveyance by Developer of all of the property described on the attached Exhibit A to the first Owners thereof other than the Developer or a Builder.

Section 1.7. Improvements.

"**Improvements**" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways,

sprinkler systems, garages, driveways, fences, including gates in fences, basketball backboards and hoops, swingsets or other play structures, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment, if any.

Section 1.8. Lot.

"Lot" means each platted lot that is now or hereafter included in the real property described on the attached Exhibit A, as the same may be subdivided or replatted from time to time (and "Lot" shall include all lots created as a result of such subdivision or replatting), as well as any other platted lots now or hereafter included in any real property annexed to these Restrictions.

Section 1.9. Metropolitan District.

"Metropolitan District" means East Plains Metropolitan District, and/or any other metropolitan district, to whom the then Metropolitan District may, from time to time, transfer or assign any or all of the rights and duties of the Metropolitan District under these Restrictions. Each such assignment or transfer, if any, shall be effective upon recording in Arapahoe County, Colorado, of a document of transfer or assignment, duly executed by the then – Metropolitan District.

Section 1.10. Owner.

"Owner" means each fee simple title holder of a Lot, including without limitation Developer, any Builder or any other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation.

Section 1.11. Person.

"Person" means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity or any combination thereof and includes, without limitation, each Owner, the Developer, each Builder and the Club Owner.

Section 1.12. Property.

"Property" means the real estate described on the attached Exhibit A, as supplemented and amended from time to time, as the same may now or hereafter be improved, and as the Developer may now or hereafter subdivide or resubdivide any portion thereof; provided, however, that the Property shall not include any property that has been withdrawn as provided in Section 5.6 hereof.

Section 1.13. Resident Social Membership.

"Resident Social Membership" means the a Resident Social Membership in the Club in accordance with the: (i) then current membership application and agreement for Resident Social Memberships, (ii) the then current Rules and Regulations, and (iii) any and all other documents governing the use of and access to the Club by Resident Social Members.

Section 1.14. Restrictions.

"**Restrictions**" means these Protective Covenants for Blackstone and Mandatory Resident Social Memberships, as amended and supplemented from time to time.

Section 1.15. Rules and Regulations.

"**Rules and Regulations**" means the Rules and Regulations for the use of the Club and as they may be amended, modified and supplemented, from time to time or at any time, in the sole discretion of the Club Owner.

ARTICLE 2. DESIGN REVIEW

Section 2.1. Design Review Requirements.

2.1 1. Except as provided in Section 2.3 of these Restrictions, 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 these Restrictions and the Guidelines (as hereinafter defined), if any, and unless at least two (2) sets of complete plans and specifications therefore (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the governing board of the Metropolitan District), shall have been first submitted to and approved in writing by the governing board of the Metropolitan District.

2.1.2. The governing board of the Metropolitan District shall exercise its reasonable judgment to the end that all Improvements 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 governing board of the Metropolitan District may require as a condition to its considering an approval request that the applicant(s) pay or reimburse the Metropolitan District for the expenses incurred by the Metropolitan District in the review process.

2.1.3. 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 over the Improvements and Lot, 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 City of Aurora, Colorado, if required, shall be a precondition to commencement of any construction of, alteration of, addition to or change in any Improvement.

2.1.4. The governing board of the Metropolitan District may at any time, from time to time, appoint a representative to act on its behalf. If the governing board of the Metropolitan District does so, then the actions of such representative shall be the actions of

the governing board of the Metropolitan District, subject to the right of appeal as provided below. However, if such a representative is appointed by the governing board of the Metropolitan District, then the governing board of the Metropolitan District shall have full power over such representative, including without limitation the power to at any time withdraw from such representative any of such representative's authority to act on behalf of the governing board of the Metropolitan District and the power to at any time remove or replace such representative.

Section 2.2. Guidelines.

The governing board of the Metropolitan District has the authority to promulgate architectural standards, rules, regulations and/or guidelines (collectively the "Guidelines") to interpret and implement the provisions of this Article and these Restrictions. Without limiting the generality of the foregoing, such provisions 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 governing board of the Metropolitan District. In addition, such provisions may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. All Improvements proposed to be constructed, and any Guidelines that are adopted, shall be done and used in accordance with these Restrictions.

Section 2.3. Developer's and Builder's Exemption.

2.3.1. The Developer shall be exempt from the provisions of this Article except for the requirements contained in Section 2.1.3 hereof. This exemption shall terminate upon expiration of the Development Period.

2.3.2. Notwithstanding anything to the contrary contained in these Restrictions, as long as a Builder has received design approval from the Developer, such Builder shall be exempt from the provisions of this Article except for the requirements contained in Section 2.1.3 hereof. This exemption shall terminate upon expiration of the Development Period.

Section 2.4. Procedures.

The governing board of the Metropolitan District shall approve or disapprove all requests for approval within forty-five (45) days after the complete submission of all plans, specifications, and other materials and information which the governing board may require in conjunction therewith. A stamped or printed notation, initialed by a member of the governing board, affixed to any of the plans and specifications, shall be deemed a sufficient writing. However, the governing board 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 governing board shall be conclusive evidence of compliance with this Article 2, provided that the Improvements are constructed in compliance with the plans and specifications as approved. Failure to approve within 45 days shall be deemed disapproval.

Section 2.5. Vote; Appeal.

A majority vote of the governing board of the Metropolitan District is required to approve a request for architectural approval or any other matter to be acted on by the governing board of the Metropolitan District, unless the governing board 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 governing board of the Metropolitan District 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 full governing board, upon a written request therefore submitted to the governing board within thirty (30) days after such decision by the governing board's representative.

Section 2.6. 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 with the requirement that approval for Improvements be obtained from the governing board of the Metropolitan District; provided, however, the governing board of the Metropolitan District, in its discretion, may grant extensions of time for completion of any proposed Improvements.

Section 2.7. Notice of Completion.

Upon the completion of any Improvement, the applicant for approval of the same shall give a written "Notice of Completion" to the governing board of the Metropolitan District. Until the date of receipt of such Notice of Completion, the governing board of the Metropolitan District shall not be deemed to have notice of completion of any Improvement on which approval has been sought and granted as provided in this Article.

Section 2.8. Inspection of Work.

The governing board of the Metropolitan District or its duly authorized representative shall have the right to inspect any Improvement prior to or after completion in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article, provided, however, that the right of inspection shall terminate sixty (60) days after the governing board of the Metropolitan District shall have received a Notice of Completion from the applicant.

Section 2.9. Notice of Noncompliance.

If, as a result of inspections or otherwise, the governing board of the Metropolitan District finds that any Improvement has been done without obtaining the approval of the governing board of the Metropolitan District, 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 2.6 hereof, the governing board of the Metropolitan District shall notify the applicant in writing of the noncompliance; which notice of noncompliance

shall be given, in any event, within sixty (60) days after the governing board of the Metropolitan District receives a Notice of Completion from the applicant. The notice of noncompliance shall specify the particulars of the noncompliance.

Section 2.10. Correction of Noncompliance.

If the governing board of the Metropolitan District determines that a noncompliance exists, the Person responsible for such noncompliance shall remedy or remove (and return the subject property or structure to its original condition) the same within a period of not more than forty-five (45) days from the date of receipt of the notice of noncompliance. If such Person does not comply with the ruling within such period, the governing board of the Metropolitan District may, at its option, 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 the governing board of the Metropolitan District, upon demand, for all costs and expenses incurred with respect thereto.

Section 2.11. Cooperation.

The governing board of the Metropolitan District shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other architectural review committees, or one or more other boards or committees that exercise architectural or design review functions, in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the governing board of the Metropolitan District 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 the Metropolitan District, as the governing board of the Metropolitan District may determine in its discretion from time to time Additionally, the governing board of the Metropolitan District shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other architectural review committees, or one or more other boards or committees that exercise architectural review functions, 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 the governing board of the Metropolitan District; in any such instance, the governing board of the Metropolitan District shall provide for remittance to such entity of any amounts collected by the governing board of the Metropolitan District or to the Metropolitan District of any amounts collected by such entity.

Section 2.12. Access Easement.

Each Lot shall be subject to an easement in favor of the Metropolitan District and the governing board, including the agents, employees and contractors thereof: for performing any of the actions contemplated in this Article, including without limitation Sections 2.8 and 2.10 hereof. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on any other property or any Lot, the Owner responsible for the damage or expense to avoid damage, or the governing board of the Metropolitan District if it is responsible, is liable for the cost of prompt repair. 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 maintenance; 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 warned of impending 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.

Section 2.13. No Liability.

The governing board of the Metropolitan District and the members thereof, as well as any representative of the governing board 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 governing board of the Metropolitan District 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 governing board of the Metropolitan District 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 the governing board of the Metropolitan District.

Section 2.14. Variance.

The governing board of the Metropolitan District, in its sole discretion, may grant reasonable variances or adjustments from any conditions and restrictions imposed by these Restrictions, 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 property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

Section 2.15. Waivers; No Precedent.

The approval or consent of the governing board of the Metropolitan District, 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 governing board 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.

ARTICLE 3. RESTRICTIONS

Section 3.1. Restrictions Imposed.

The Property is subject to all requirements, covenants, restrictions and other matters stated on the recorded plats of the Property, or any portion thereof, as well as on all other documents recorded in the office of the Clerk and Recorder of Arapahoe County, Colorado, as amended. In

addition, the Developer declares that all of the Lots shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in these Restrictions. Notwithstanding anything to the contrary, any of the provisions, conditions, limitations, restrictions agreements or covenants contained in these Restrictions may hereafter be modified or supplemented in any respect as to any portion(s) of the Property by one or more documents that are approved in writing, in advance, by the governing board of the Metropolitan District, and recorded in each County in which such portion(s) of the Property are located, provided that, if any such modification or supplement affects any portion of the Property owned by a Person other than Developer, that Person's written consent or, in the case of a portion of the Property owned by multiple Persons, two-thirds (2/3rds) of such Persons' prior written consent to such modification or supplement, shall be required.

Section 3.2. Multifamily Subassociation.

Prior to the sale of any Lot within any portion of the Property on which any attached homes are at anytime constructed (a "Multifamily Parcel") to any Person other than Developer or any Builder, the Developer or the Builder which owns such Multifamily Parcel or any portion thereof may record a Declaration of Covenants, Conditions and Restrictions (the "Subassociation Declaration") with respect to such Multifamily Parcel or applicable portion thereof and form a homeowners association (the "Subassociation") in connection therewith. If a Builder wishes to record a Subassociation Declaration, such Subassociation Declaration and any design or architectural standards, rules, regulations and/or guidelines (the "Subassociation Guidelines") in connection therewith or pursuant thereto shall be subject to Developer's consent, which consent shall be obtained prior to recording of the Subassociation Declaration, the Subassociation Declaration shall not be amended (other than amendments to correct clerical, typographical or technical errors) without the prior written consent of the governing board of the Metropolitan District, which consent shall not be unreasonably withheld. A Subassociation, if formed, shall be responsible for enforcement and application of the applicable Subassociation Guidelines; in addition, to the extent provided in the Subassociation Declaration and/or Subassociation Guidelines, the Subassociation may own portions of such Multifamily Parcel and/or be responsible for maintenance of portions of such Multifamily Parcel including, but not limited to, maintenance of portions of Lots. If, as to any portion of a Multifamily Parcel, a Subassociation is formed and the Developer approves a Subassociation Declaration and Subassociation Guidelines with respect thereto, as to such portion of such Multifamily Parcel, all references in these Restrictions to the Guidelines shall mean and refer to the Subassociation Guidelines and such portion of such Multifamily Parcel, and any part thereof, shall not be subject to the Guidelines but shall only be subject to the Subassociation Guidelines.

Section 3.3. Residential Use; Professional or Home Occupation.

Subject to Section 5.8 of these Restrictions, Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, Owners may conduct business activities within their homes provided that all of the following conditions are satisfied:

3.3 1 the business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home,

3.3.2 the existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted,

3.3.3. the business does not result in an undue volume of traffic or parking within the Property;

3.3.4. the business conforms to all zoning requirements and is lawful in nature, and

3.3.5. the business conforms to the Guidelines as well as any rules and regulations that may be imposed by the governing board of the Metropolitan District from time to time on a uniform basis.

Section 3.4. Household Pets.

No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Lots, provided, however, that the Owners and residents of each Lot may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals), so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Lots. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the Owner or his or her representative, who shall be responsible for collecting and properly disposing of any animal waste. The governing board of the Metropolitan District shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; or that an Owner or resident is in violation of the leash laws of the applicable jurisdiction or other applicable governmental laws, ordinances, or other provisions related to household pets; or that an Owner or resident is otherwise in violation of the provisions of this Section. In any such case, the governing board of the Metropolitan District may take such action(s) as it may deem appropriate. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred as a result of such pets.

Section 3.5. Temporary Structures; Unsightly Conditions.

Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located on any Lot as to be visible from a street or from any other Lot.

Section 3.6. Miscellaneous Improvements.

3.6.1 No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House," "For Rent," or security sign of not more than five (5) square feet in the aggregate. Notwithstanding the foregoing, signs, advertising, or billboards used by the Developer (or by any Builder with the express written consent of the Developer) in connection with the sale or rental of the Lots, or otherwise in connection with development of or construction on the Lots, shall be permissible.

3.6.2. No clotheslines, drying yards, service yards, wood piles, storage areas or chain-linked (or other) dog runs, shall be so located on any Lot as to be visible from a street or from the ground level of any other Lot.

3.6.3. No types of refrigerating, cooling or heating apparatus shall be permitted on a roof. Further, no such apparatus shall be permitted elsewhere on a Lot except when appropriately screened and approved by the governing board of the Metropolitan District. Without limiting the foregoing, conventional air conditioning units located on the ground of a Lot are permissible when approved in accordance with the preceding sentence.Notwithstanding the foregoing, with respect to a Multifamily Parcel, refrigerating, cooling and heating apparatus shall be permitted in such locations within a Multifamily Parcel (which may include locations on common areas within a Multifamily Parcel) as are approved by the Developer in accordance with Section 2.3.2 or in accordance with a Subassociation Declaration and Subassociation Guidelines adopted in accordance with Section 3.2, without requirement of additional approval from the governing board of the Metropolitan District.

3.6.4. Except as may otherwise be permitted by the governing board of the Metropolitan District, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Developer or by any Builder during its sales or construction upon the Lots; and provided further, however, that the requirements of this subsection shall not apply to those "antenna" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended from time to time. As to "antenna" (including certain satellite dishes) which are specifically covered by the Telecommunications Act of 1996 and/or applicable regulations, as amended, the governing board of the Metropolitan District shall be empowered to adopt rules and regulations governing the types of "antenna" (including certain satellite dishes) that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996 and/or applicable regulations, as amended, establish reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

3.6.5. Other than fences which may be constructed, installed or located by the Developer (or by a Builder as part of Improvements approved by Developer in accordance

with Section 2.3.2 hereof) in its development of, or construction of, Improvements in the Property, no fences shall be permitted except with the prior written approval of the governing board of the Metropolitan District. Any fences constructed on a Lot shall be maintained by the Owners of that Lot.

3.6.6. No wind generators shall be constructed, installed, erected or maintained on any Lot.

Section 3.7. Vehicular Parking, Storage and Repairs.

3.7.1 Except as otherwise provided in Section 3.6.2 hereof and/or in rules and regulations which may be adopted by the governing board of the Metropolitan District from time to time, vehicles shall be parked only in the garages, in the driveways, if any, serving the Lots, or in appropriate spaces or areas which may be designated by the governing board of the Metropolitan District from time to time, except that any vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. Notwithstanding the foregoing, there may be certain parcels within a Multifamily Parcel which may be used for surface parking lots which will serve a Multifamily Parcel exclusively. Vehicles shall be subject to such reasonable rules and regulations as the governing board of the Metropolitan District or, if applicable, Subassociation, may adopt from time to time. The Declarant or, in the event a Subassociation has been established with respect to a Multifamily Parcel, the Subassociation, may designate certain parking areas (which may include parking garages) for visitors or guests and the governing board of the Metropolitan District (or, if applicable, a Subassociation) may adopt reasonable rules and regulations, from time to time, governing such areas.

3.7.2. Except as may otherwise be set forth in the rules and regulations or Guidelines, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts and boat trailers, shall be parked only in enclosed garages or specific areas, if any, which may be designated by the governing board of the Metropolitan District or, in the event a Subassociation has been established with respect to a Multifamily Parcel, the Subassociation from time to time. This restriction, however, shall not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property or any Improvements located thereon, nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted in the Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if, for example, it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval of the governing board of the Metropolitan District.

3.7.3 In the event the governing board of the Metropolitan District shall determine that a vehicle is parked or stored in violation of subsections 3.7 1 or 3 7.2 hereof, then a

written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the governing board of the Metropolitan District in its discretion from time to time, the governing board of the Metropolitan District shall have the right to remove the vehicle at the sole expense of the owner thereof.

3.7.4. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Property unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property. Any Owner or other Person undertaking any such activities shall be solely responsible for, and assumes all risks of, such activities, including adoption and utilization of any and all necessary safety measures or precautions, including but not limited to, ventilation. DEVELOPER AND EACH BUILDER HEREBY DISCLAIM ANY AND ALL OBLIGATIONS REGARDING, RELATING TO OR ARISING OUT OF THE PERFORMANCE OF ANY MAINTENANCE, SERVICING, REBUILDING, REPAIR, DISMANTLING, OR REPAINTING OF ANY TYPE OF VEHICLE, BOAT, TRAILER, MACHINE OR DEVICE OF ANY KIND WITHIN ANY LOT BY ANY OWNER OR OTHER PERSON. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Lot, together with those activities normally incident and necessary to such washing and polishing.

Section 3.8. Nuisances.

No nuisance shall be permitted which is visible within or otherwise affects any portion of the Property, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Lot, or any portion thereof, by its residents. As used herein, the term "nuisance" shall include each violation of these Restrictions and the Guidelines, if any, but shall not include any activities of the Developer or of a Builder which are reasonably necessary to the development and construction of, and sales activities, on the Lots No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Further, no unlawful use shall be permitted or made of the Property or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Property, or any portion thereof, shall be observed.

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

No activities shall be conducted on any Lot or within Improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace. Further, no hazardous materials or chemicals shall

at any time be located, kept or stored in, on or at any Lot except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

Section 3.10. No Annoying Lights, Sounds or Odors.

No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others. Further, no annoying light, sound or odor shall be permitted which may be seen, heard or smelled from any Lot. In addition to the foregoing, no electromagnetic, light or any physical emission which might interfere with aircraft, aviation, communications or navigational aids shall be permitted.

Section 3.11. Restrictions on Trash and Materials.

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside the residence on any Lot nor shall such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup; provided, however, no such container may be deposited on a street for garbage pickup prior to 5:00 a.m. on the day such garbage will be picked up. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. Notwithstanding the foregoing, with respect to any Multifamily Parcel only, subject to the provisions of Sections 2.3.2 and 3.2, trash dumpsters or facilities may be located within such Multifamily Parcel for use by Persons owning Lots within such Multifamily Parcel only.

Section 3.12. Lots to be Maintained.

Subject to Section 3.5 hereof, each Lot shall at all times be kept in a clean and sightly condition by the Owner(s) thereof. Notwithstanding the foregoing, to the extent provided by a Subassociation Declaration and/or Subassociation Guidelines, the applicable Subassociation may be responsible for some maintenance obligations with respect to Lots within such Multifamily Parcel.

Section 3.13. Leases.

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any Owner shall have the right to lease his Lot, or any portion thereof, as long as all leases provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of these Restrictions and the Guidelines, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease

Section 3.14. Landscaping.

3.14.1. Landscaping shall be installed on the side, front and back yards of each Lot by the Owner thereof within one (1) year after acquisition of title to such Lot by the first Owner of such Lot (other than Developer or a Builder), subject to delays for moratoriums imposed by any governmental entity. Landscaping plans must be submitted to the governing board of the Metropolitan District for review, and the approval of such plans shall be obtained from the governing board prior to the installation of landscaping, except where installed by the Developer or a Builder who is exempt from Article 2 hereof. Each Owner shall maintain all landscaping on such Owner's Lot in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds and debris, and replacement of landscaping.

Section 3.15. Maintenance of and Non-Interference with Grade and Drainage; Irrigation Recommendations Around Foundations and Slabs.

3.15.1 Each Owner shall maintain the grading upon his Lot (including grading around the building foundation) at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established drainage. Each Owner agrees that he will not in any way interfere with the established drainage pattern over his Lot. In the event that it is necessary or desirable to change the established drainage over any Lot, then the Owner thereof shall submit a plan to the governing board of the Metropolitan District for its review and approval, in accordance with the provisions of Article 2 of these Restrictions and any such change shall also be made in accordance with all laws, regulations and resolutions of any applicable governmental entities. For purposes of this Section, "**established drainage**" is defined as the drainage which exists at the time final grading of a Lot by the Developer, or by a Builder, is completed.

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

Section 3.16. Erosion Control.

The storm water program throughout the United States arises from the Clean Water Act of 1972 and regulations established by the U.S. Environmental Protection Agency, as well as other laws and regulations. These requirements may be implemented and expanded through state and local regulations and permits, but the federal laws are federally enforceable The use of landscape materials (such as top soil, mulches, natural and manufactured fertilizers, crushed rock, sand, etc.) that potentially deposit silts, dusts, and debris into the storm water system near a Lot must be managed to reasonably preclude run-off or other disbursement (such as being blown) during stormy

conditions. These materials should not be placed upon or adjoining any hard-surfaces such as driveways, walkways, curb, gutter, or street, where the potential for runoff is very high. If temporary storage results in these materials being located on these areas, then erosion control devices must be in place at the time of such storage. Some examples of erosion control devices are sandbags, encased straw, small stone rolls, straw bales, plastic tarps, etc. Extreme care must also be taken when handling or storing chemicals such as oils, fuels, paints, fertilizers (liquid or dry), trash, etc., and such items must also be reasonably prevented from entering the storm water system. Generally, the storm water system starts at the curb or drainage system on each Lot and ends up eventually in the Nation's waterways.

ARTICLE 4. ALTERNATIVE DISPUTE RESOLUTION

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

4.1.1 Each Bound Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims (as defined below) to the procedures set forth in Section 4.5 hereof.

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

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

Section 4.2. Definitions Applicable to this Article.

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

4.2.1 "AAA" means the American Arbitration Association.

4.2.2. "**Bound Party**" means each of the following: Developer, its officers, directors, employees and agents; any builder or contractor, and their respective directors, officers, members, partners, employees and agents, who construct or place residences or other Improvements on the Property; the Metropolitan District, its officers, directors, members and agents; all Persons subject to these Restrictions; and any Person not otherwise subject to these Restrictions who agrees to submit to this Article. The Club and the Club Owner are specifically excluded from the term "Bound Party" and are not subject to the terms of this section.

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

4.2.4. "**Claim**" means, except as exempted by the terms of this Article, any claim, grievance or dispute between one Bound Party and another, regardless of how the same may

have arisen or on what it might be based, including without limitation those arising out of or related to (i) the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Bound Party under any of the Governing Documents, (ii) the design or construction of Improvements, (iii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

4.2.5. "**Governing Documents**" means these Restrictions and the Guidelines, if any.

4.2.6. "**Notice**" means the written notification given by a Claimant to a Respondent and which shall comply with the requirements of Section 4.5.1 hereof.

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

4.2.8. "**Respondent**" means any Bound Party against whom a Claimant asserts a Claim.

4.2.9. "**Termination of Mediation**" means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or agreed to by the Parties) and upon the expiration of which the Parties have not settled the Claim.

4.2.10. "**Termination of Negotiations**" means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

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

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

4.3.2. Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, including but not limited to an alleged defect of any improvement, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 4.4. Claims.

Unless specifically exempted below, all Claims between any of the Bound Parties shall be subject to the provisions of Section 4.5 hereof. Notwithstanding the foregoing, unless all Parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 4.5 hereof:

4.4.1. any suit by the governing board of the Metropolitan District or Developer to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enforce any of the provisions of these Restrictions;

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

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

Section 4.5. Mandatory Procedures.

4.5 1. *Notice.* Prior to proceeding with any claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely:

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

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

4.5.1.3. the proposed remedy; and

4.5.1.4. the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

4.5.2. Negotiation and Mediation.

4.5.2.1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the governing board of the Metropolitan District may appoint a representative to assist the Parties in negotiation.

4.5.2.2. Upon a Termination of Negotiations, Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of the AAA in accordance with the AAA's Supplemental Rules for Residential Construction Mediation Rules in effect on the date of the notice that is provided for in Section 4.5.1 of these Restrictions. If there are no Supplemental Rules for Residential Construction Mediation Rules then in effect, the AAA's Construction Industry Mediation Rules shall be utilized.

4.5.2.3 If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and

all liability to Claimant on account of such Claim, provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4.5.2.4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator shall issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

4.5.2.5. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

4.5.2.6. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 4.5.2 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 4.5 hereof. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.

4.5.3. Binding Arbitration.

4.5.3.1. Upon Termination of Mediation, if Claimant desires to pursue the Claim, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Supplemental Rules for Residential Construction Arbitration Rules in effect on the date of the notice that is provided for in Section 4.5.1 of these Restrictions. If there are no Supplemental Rules for Residential Construction Arbitration Rules then in effect, the AAA's Construction Industry Arbitration Rules shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

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

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

Section 4.6. Amendment.

Notwithstanding anything to the contrary contained in these Restrictions, for twenty-five (25) years after termination of the Development Period, this Article may not be amended without the prior written consent of the Developer.

ARTICLE 5. GENERAL PROVISIONS

Section 5.1. Enforcement.

This subsection is subject to Article 4 of these Covenants (Alternative Dispute Resolution). Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in these Restrictions, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. The Metropolitan District, Developer, the Club Owner 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. Except as otherwise provided in Article 4 hereof, in any action instituted or maintained under these Restrictions or any other such documents, the prevailing party shall be entitled to recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the Metropolitan District, the Developer, the Club Owner or any Owner to enforce any covenant, restriction or other provision herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.2. Severability.

All provisions of these Restrictions are severable. Invalidation of any of the provisions, including without limitation any provision(s) of Article 4 of these Covenants (Alternative Dispute Resolution), by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 5.3. Duration, Revocation and Amendment.

5.3.1 Each and every provision of these Restrictions shall run with and bind the land perpetually from the date of recording of these Restrictions. Except as otherwise provided in these Restrictions (including without limitation Section 4.6), these Restrictions may be amended by a vote or agreement of the Owners of at least sixty-seven percent (67%) of the Lots; provided that, during the Development Period, no such amendment shall be effective without the prior, written consent of the Developer.

5.3.2. Notwithstanding anything to the contrary contained in these Restrictions, these Restrictions or any map or plat, may be amended in whole or in part, at any time from time to time, by the Developer without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical, or technical errors, or to clarify any of these Restrictions or any provision hereof. The Developer's right of amendment set forth in the preceding sentence shall terminate concurrently with expiration of the Development Period.

5.3.3. Notwithstanding anything to the contrary contained in these Restrictions, these Restrictions, or any map or plat, may be amended in whole or in part, at any time from time to time, by the Developer without the consent or approval of any other Owner or any other Person, in order to comply with the requirements, standards, or guidelines of the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, including the Federal Housing Administration, the Veterans Administration, or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities. The Developer's right of amendment set forth in the preceding sentence shall terminate concurrently with expiration of the Development Period.

5.3.4. No challenge to an amendment of these Restrictions shall be effective unless it is challenged within one (1) year of the date of recordation of such amendment.

Section 5.4. Minor Violations of Setback Restrictions.

If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Lot immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of these Restrictions or the Guidelines, if any. A "**minor violation**," for the purpose of this Section, is a violation of not more than four (4) feet beyond the required setback lines or Lot lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

Section 5.5. Subdivision or Replatting of Lots.

The Developer hereby reserves the right to subdivide or replat any Lot(s) owned by the Developer, and, as to any Multifamily Parcel, Developer hereby reserves the right for Builders who own all or a portion of such Multifamily Parcel to subdivide or replat any Lot owned by such Builder and located within such Multifamily Parcel. Each such subdivision or replatting may change the number of Lots in the Property. Without limiting the generality of the foregoing, the foregoing reservation includes the right to move any Lot line(s) on Lot(s) for the purpose of accommodating Improvements which are, or may be constructed. The rights provided for in this Section shall terminate concurrently with termination of the Development Period.

Section 5.6. Withdrawal.

During the Development Period, the Developer reserves the right to withdraw the Property, or any portion thereof, from these Restrictions so long as the Developer owns the portion of the Property to be withdrawn. The right to withdraw any portion(s) of the Property includes the right to withdraw one or more Lots, or other portion(s) of the Property, at different times and from time to time. Each withdrawal, if any, may be effected by the Developer recording a withdrawal document in the office of the Clerk and Recorder of the county in which such withdrawn property is located. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn property from these Restrictions so that, from and after the date of recording a withdrawal document, the property so withdrawn shall not be part of the Property.

Section 5.7. Annexation.

The Developer may at any time, from time to time, annex to the Property additional real estate, including without limitation any real estate which may previously have been withdrawn from the Property. Each such annexation, if any, shall be accomplished by recording of an annexation document that expressly and unequivocally provides that the real estate described therein shall be subject to these Restrictions and all terms and provisions hereof. However, any such annexation may include provisions which, as to the property described therein, adds to or changes the rights, responsibilities and other requirements of these Restrictions. Any such additional or changed provisions may be amended with the consent of the Owners of 67% of the Lots to which those provisions apply.

Section 5.8. Developer's and Builder's Use.

Notwithstanding anything to the contrary contained in these Restrictions, it shall be expressly permissible and proper for Developer, its employees, agents, and contractors, as well as any Builder (but only with the express written consent of the Developer), to perform such reasonable activities, and to maintain upon portions of the Lots as Developer or Builder deems reasonably 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, signs, model units and sales offices, in such numbers, of such sizes, and at such locations as it determines in its reasonable discretion from time to time. Any real estate used as a sales office, management office, or a model, shall be a Lot, as designated in these Restrictions or any other recorded document. Further, nothing contained in these Restrictions shall limit the rights of Developer or any Builder (but only with the express written consent of the Developer) or any Builder (but only with the express written consent of the Developer) or require the Developer or any Builder (but only with the express written consent of the Developer) to obtain approvals:

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

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

5.8.3 to seek or obtain any approvals under these Restrictions for any such activity.

Section 5.9. Notices.

Any notice permitted or required in these Restrictions 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, addressed to the Owner at the address for such Owner's Lot.

Section 5.10. Limitation on Liability.

The Developer, any Builder, the Metropolitan District, the Club, the Club Owner, any Subassociation, and their directors, officers, shareholders, members, partners, agents or employees, shall not be liable to any Person for any action or for any failure to act arising out of these Restrictions and the Guidelines, if any, unless the action or failure to act was not in good faith and was done or withheld with malice. The release and waiver set forth in Section 5.13 (Waiver) shall apply to this Section.

Section 5.11. No Representations, Guaranties or Warranties.

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Developer, any Builder, the Metropolitan District, the Club, the Club Owner, any Subassociation, or by any of their officers, directors, shareholders, members, partners, agents or employees, in connection with any portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically set forth in writing. The release and waiver set forth in Section 5.13 (Waiver) shall apply to this Section.

Section 5.12. Disclaimer Regarding Safety.

DEVELOPER, THE BUILDERS, AND THE METROPOLITAN DISTRICT, THE CLUB AND THE CLUB OWNER, ANY SUBASSOCIATION, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A LOT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, THE BUILDERS, THE METROPOLITAN DISTRICT, THE CLUB, THE CLUB OWNER, ANY SUBASSOCIATION, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED TO DO THOSE ACTS

SPECIFICALLY ENUMERATED HEREIN OR IN THE GUIDELINES, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY. THE RELEASE AND WAIVER SET FORTH IN SECTION 5.13 (WAIVER) SHALL APPLY TO THIS SECTION.

Section 5.13. Waiver.

By acceptance of a deed to a Lot, each Owner hereby releases, waives, and discharges the Developer, each Builder, the Metropolitan District, the Club, the Club Owner, any Subassociation, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in these Restrictions, including without limitation, those contained in Sections 5.10, 5.11 and 5.12, Article 7 and Article 8.

Section 5.14. Headings.

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

Section 5.15. Gender.

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

Section 5.16. Runs with the Land, Binding Upon Successors.

The benefits, burdens, and all other provisions contained in these Restrictions shall be covenants running with and binding upon the Property and all Improvements which are now or hereafter become a part of the Property. The benefits, burdens, and all other provisions contained in these Restrictions shall be binding upon, and inure to the benefit of the Developer, the Builders and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

ARTICLE 6. MANDATORY RESIDENT SOCIAL CLUB MEMBERSHIPS

Section 6.1. Applicability of Provisions to All Lots.

6.1.1. So long as the Club may exist, the Owner of each Lot platted or otherwise subdivided within the Property shall immediately upon purchase of the Lot prepare and submit the documents required by the Club for a Resident Social Membership in the Club. The Owner of each Lot shall maintain and pay the dues required to maintain a Resident Social Membership in good standing in the Club at all times in accordance with the then current Rules and Regulations, the Membership Plan, the application therefore and any other documents governing the use of and access to the Club by Resident Social Members.

6.1.2. An Owner of more than one Lot shall be responsible for the payment of the Resident Social Membership dues for each Lot owned by Owner.

6.1.3. The Developer and the Club Owner each have the power to exempt, waive or limit the application of the provisions of this Article 6 to any Lot for any period of time at the discretion of Developer or Club Owner so long as either of them has an ownership interest in the Lot for which wavier or limitation is sought or in the Club at the time such action is taken. A security interest in the Club or its assets is not deemed to be an ownership interest unless converted into an actual ownership interest in the Club or the Club's facilities. In the event that more than one person or entity has an ownership interest in the Club, the person/s or entity having the financial obligation to maintain the Club and the Club's facilities shall have the right to make such determination.

Section 6.2. Payment of the Social Club Dues

6.2.1. Each month, in accordance with the Rules and Regulations of the Club, the Owner of each Lot shall timely pay Club Resident Social Membership dues to the Club in an amount established and modified, from time to time, or at any time, in Club Owner's sole discretion. The Club shall charge Resident Social Membership dues to the Owner of each Lot in an amount not to exceed the then standard monthly dues charged to any other category or class of membership in the Club which requires the payment of monthly dues. The Club may charge dues to memberships in any other category or class of membership in the Club that exceed the dues charged Resident Social Memberships in the Club.

6.2.2. In addition to the provisions of Section 6.5.2 of this Article, any Owner who is delinquent in the payment of social dues shall be subject to discipline, suspension of membership privileges or termination of membership privileges in accordance with the Rules and Regulations of the Club.

6.2.3. The Resident Social Membership dues collected by virtue of this Article are solely for the purpose of the exercise of the privileges associated with a social membership in the Club subject to the Rules and Regulations of the Club as may be promulgated by the Club from time to time and are made mandatory for the Owners to provide for the continued viability of the Club, whose existence and operation benefits and enhances the value and desirability of the Metropolitan District, the Property and the Lots. The payment of social dues is not an investment in the Club nor any of its facilities and each month's mandatory dues payment provides the Owner a license to access those Club facilities which may be designated by the Club as social membership amenities for the month for which such monthly dues payment is made and in no way creates any ownership interest in the Club or any facility and does not create a right of access to any specific amenity of the Club at any future time. The Club Owner has the sole right to make all decisions with respect to the Club, its facilities and its operations. The payment of mandatory dues shall in no way vest any Resident Social Member, Owner or group of Resident Social Members or Owners with any power or right with respect to the operation or maintenance of the Club or any of its facilities. The Club Owner is under no restriction or limitation as to how social dues paid by Resident Social Members are used or applied.

6.2.4. The Club Owner may cease to operate or provide the Club, if in its sole discretion, it determines that the Club can not be operated profitably, is no longer a benefit to the Metropolitan District, the Property or Lots, or the provision of the Club to the Metropolitan District, the Property and the Lots is not in the best interests of the Club Owner. In the event that the Club should cease to exist, the mandatory Resident Social Membership dues required by this Article will cease to be due by Owners commencing the month following the month in which the Club is last open for operation and continuing for a period as long as the Club social membership amenities are not available to mandatory Resident Social Memberships. In the event that the Club should be reopened and access to the Club's then designated social membership amenities made available to Resident Social Memberships, mandatory dues payments shall recommence and be required by the terms of this Article beginning with and effective as of the first day of the month in which access to the Club's designated social membership amenities is made available to Resident Social Memberships.

6.2.5 The Club shall not be required to continue to provide any specific amenity to Resident Social Memberships, if it the sole discretion of the Club Owner, it determines that such amenity can not be profitably provided, is not being utilized in a sufficient manner to justify its continued operation or that it is not in the best interest of the Club to continue to provide such amenity. The discontinuance of any amenity will have no affect on the obligations as set forth herein of the Owners for the payment of the mandatory Resident Social Membership dues other than as set forth in Section 6.2.4 above.

6.2.6. The Club shall be operated as a "for profit" business and it is anticipated that the Club may, at Club Owner's sole option, be sold or conveyed to persons or entities not affiliated with the Developer or initial Club Owner who may also own and operate the Club as a "for profit" business.

6.2.7. In the event that any Lot is foreclosed upon by a mortgage lender of funds used to acquire an ownership interest in the Lot, the mortgage lender shall not be required to maintain a mandatory Resident Social Membership in good standing so long as the Lot is held by the mortgage lender or affiliate (i) solely for the purpose of resale, (ii) such Lot or any Improvement on the Lot is not occupied at any time for any purpose other than bona fide resale marketing activities, and (iii) such Lot is being actively marketed for resale. Upon cessation of active marketing activities by the mortgage lender, occupancy of the Lot for residential purposes, sale to a purchaser for occupancy or upon resale by the foreclosing lender to a purchaser, the mortgage lender or purchaser of the Lot shall be deemed an Owner of the Lot and be required to timely complete and supply to the Club the documents for membership and continuously maintain a Resident Social Membership in good standing in the Club while such purchaser is the Owner of the Lot.

Section 6.3. Access to Club Facilities

6.3.1 Subject to the Club Owner's right to cease to operate or provide the Club in accordance with 6.2.4 above, so long as the Club may exist and so long as not less than eighty percent (80%) of the Owners timely comply with the terms of this Article and the Rules and Regulations of the Club as may be promulgated from time to time, the Club will remain obligated to make the facilities it may designate from time to time available on a non-exclusive basis to Resident Social Memberships available to Owners and otherwise comply with Club Owner's obligations under this Article.

6.3.2. The Club Owner will make non-resident social memberships in the Club available to such persons or entities who are not Owners and who reside outside the Metropolitan District and the Property on such terms and conditions as the Club Owner may determine in its sole discretion.

6.3.3 The Club Owner may offer other categories and classes of membership in its sole discretion which may include such privileges as Club Owner may designate and upon such terms and conditions as the Club Owner may determine in its sole discretion. Such other categories and classes of membership may be made available to Owners and to others who are not Owners and who reside outside the Metropolitan District in the sole discretion of the Club Owner. Owners shall have no preferential right to such other categories and classes of membership over those who are not Owners and who reside outside the Metropolitan District.

6.3.4. The Club may permit such persons or groups who are not members of the Club or who are not affiliated with the Metropolitan District, the Property or any Lot access to the Club facilities on such terms and conditions as the Club in its sole discretion may determine.

6.3.5. The Club may impose charges for the use of certain facilities and amenities in addition to the payment of dues as it may determine in its sole discretion. Owners shall not be required to pay a use charge in excess of the scheduled use charge applicable to non-Owners for the same use privilege. However, nothing in this section prevents the Club from offering discounts and other reductions to such charges on a case-by-case basis as it deems appropriate in its sole discretion.

Section 6.4. Conveyance and Pledge of the Club and Club Assets

6.4.1 The Developer and Club Owner may each freely assign the rights of Club Owner as set forth in this Article only while Club Owner has an ownership interest in the Club. Should the Club Owner sell or convey ownership of the Club, then the rights and obligations of the Club Owner set forth in this Article shall vest in the new owner of the Club who shall thereafter be Club Owner.

6.4.2. Upon conveyance of the Club to a non-affiliated owner by Club Owner, Club Owner shall have no obligation or liability for the operation of the Club after the date of conveyance to non-affiliated person/s or a non-affiliated entity.

6.4.3. The Club Owner may pledge the Club or any of its assets to secure any indebtedness.

Section 6.5. Enforcement of Owner Performance By Club Owner

The Club Owner shall have the independent right, separate and apart from any right reserved in the Metropolitan District, to enforce the obligations of Resident Social Members by any legal action authorized under applicable law and will not be required to first observe the requirements of Article 4 of these Restrictions.

Section 6.6 Amendment of this Article

This Article 6 may not be amended without the express written consent of the Club Owner which consent may be withheld at the sole discretion of the Club Owner.

ARTICLE 7. ADDITIONAL DISCLOSURES, DISCLAIMERS AND RELEASES

Without limiting any other applicable provisions of these Restrictions, by acceptance of a deed to a Lot or by any other means of acquisition of title to or ownership a Lot, together with any Improvements which may be now or hereafter located or constructed in connection with such Lot, each Owner (for purposes of this Article 7, the term "Owner" shall include the Owner, as defined in Section 1.10 of these Restrictions, and the Owner's family residing with the Owner, and their guests, invitees, tenants and lessees) shall conclusively be deemed to understand, and to have acknowledged, and agreed to, all of the following disclosures, disclaimers and other provisions of this Article 7:

Section 7.1. Disclaimers Regarding Club Property and Club Operations.

7.1.1 Disclaimer Regarding Club and Club Property. All Persons, including without limitation all Owners, are hereby advised that no representations, warranties or commitments have been or are made by the Developer, Club Owner, the Club or any other Person with regard to the present or future development, ownership, operation or configuration of, or right to use, any golf course, recreational facilities or related facilities within, near or adjacent to the Property, whether or not depicted on any plat, or any other land use plan, sales brochure or other marketing display, rendering or plan including, but not limited to, the recreational facilities which may now or hereafter be located on or within the Club Property. No purported representation, warranty or commitment, written or oral, in such regard shall ever be effective without an amendment hereto executed by both the Developer and Club Owner. Further, the ownership, operation or configuration of, or rights to use, any Club facilities may change at any time and from time to time for reasons including, but not limited to: (a) the sale or assumption of operation of Club assets or related facilities; (b) the conversion of any such Club or related facilities to an equity club or

similar arrangement whereby members of such club facility or an entity owned or controlled thereby become the owner(s) and/or operator(s) of such Club facilities; (c) the conveyance, pursuant to contract, option or otherwise, of such Club assets or related facilities to one or more affiliates, shareholders, employees or independent contractors of the Club Owner, or (d) the decision or decisions from time to time or at any time, of the Club Owner, at Club Owner's sole discretion, to permanently, or temporarily remove Club facilities from those designated for use or made available for use by Club members. As to any of the foregoing or any other alternative, no consent of any Owner shall be required to effectuate such transfer or action. Owners have no ownership interest, equity interest, investment or other interest of any type or nature whatsoever in: (i) the Club, (ii) the Club Property, (iii) any assets of the Club, (iv) any assets or personal property owned by the Club Owner, nor (v) in any income or profits of the Club or the Club Owner.

7.1.2. Club Owner's Rights. Club Owner shall be entitled to retain all proceeds, revenue and income related to or arising from the Club and the Club Property and the operation or sale thereof including but not limited to, dues income, greens fees, golf cart rentals, driving range proceeds, trail fees, golf lessons, merchandise sales, food and beverage charges, golf tournaments, and special events. Club Owner shall have the right in Club Owner's sole discretion, to establish the: (i) Rules and Regulations and (ii) all other regulations governing all aspects of the Club operation, maintenance, capital replacement, repair, expansion and available facilities.

7.1.3 View Impairment. Neither Developer nor the Club Owner, guarantees or represents that any view over, across or upon the Club Property from any Lots, Improvements, the Property or any portion thereof, will be preserved without impairment. Without limiting the foregoing, the Club Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute decision, to add trees and other landscaping to the Club Property from time to time. In addition, the Club Owner may, in its sole and absolute discretion, change the location, configuration, size, and elevation of the trees, bunkers, berms, fairways, greens, and other components of the Club Property, from time to time and at any time. Any such additions or changes may diminish or obstruct any view from the Lots, any Improvements, the Property or any portion thereof and any express or implied easement for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 7.2. Section Rights of Access and Parking.

The Club Owner, the Club and the Club members, and their invitees, guests and prospective Club members (including, without limitation, players and spectators, and regardless of whether such members or invitees are Owners), and their respective employees, agents, contractors and designers shall at all times have a right and nonexclusive perpetual easement of access and use over all roadways located within the Property and any real property added thereto ("**Access Area**") as reasonably necessary to travel to and from any entrance to or within the Acce ss Area to and from all Club Property, any golf course or related facilities and, further, over those portions of the Access Area reasonably necessary for the operation, maintenance, repair, and replacement of the Club Property, any golf course and other Club facilities. Without limiting the generality of the foregoing,

members and invitees of the Club shall have the right to park their vehicles on the roadways within the Access Area at reasonable times before, during and after golf tournaments and other functions held at the Club facilities.

Section 7.3. Golf Cart Path Easements.

There may be golf cart path easements designated as such on one or more plats of the Access Area, or portions thereof, which may be used for golf cart paths, pedestrian walkways, maintenance and vehicle access, and unhindered access between said paths and any Club golf course or practice facilities including but not limited to the Club Property. Nothing shall be placed or maintained in any golf cart path easement which shall interfere with utilization thereof as a playable part of the Club, the Club Property or any Club facilities, and all landscaping and other improvements within a golf cart path easement shall require the prior written approval of the Club Owner which approval may be withheld in Club Owner's sole discretion.

Section 7.4. Golf Balls, Disturbances and Nuisances.

Each Owner understands and agrees that his, her or its Lot or Lots is or may be adjacent to or near one or more golf courses and related facilities, including, but not limited to golf courses and related facilities now or hereafter located or situated on the Club Property or a portion thereof, and that golf course-related activities and other activities, including, without limitation, regular course play and tournaments, may be held within Club Property or adjacent to the Lot, Lots, the Property or any portion thereof. Each Owner expressly acknowledges that the location of his, her or its Lot or Lots within the Property may result in nuisances or hazards to persons and property on such Lot or Lots as a result of normal golf course operations or as a result of such other golf course-related activities. Each Owner covenants for itself, its successors and assigns, and for such Owners, and their family members, guests and invitees that it and they assume all risks of any nature whatsoever associated with such location, including but not limited to: (i) the risk of property damage or personal injury arising from stray golf balls or golf clubs, or (ii) actions incidental to such golf course-related activities and shall indemnify, defend and hold harmless the Developer, the Club Owner, the operator(s) of any such facilities and any and all sponsors and promoters of any tournament or other activity on or involving any such golf course or related facilities, for, from and against any liability, claims or expenses, including attorneys' fees and court costs, arising from such property damage or personal injury. Each Owner further covenants that the Club Owner, shall have the right, in the nature of an easement, to subject all or any portion of the Property to nuisances incidental to the maintenance, operation or use of any such golf course located on the Club Property, and to the carrying out of such golf course- related activities, including, without limitation, tournament play.

Section 7.5. Operation of the Club Facilities.

Portions of the Property are located adjacent to or nearby the Club Property. In connection with Club Property. (a) the water facilities, hazards, other installations located on the Club Property may be an attractive nuisance to children, (b) operation, maintenance, and use, of the Club Property may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the limited right of

players on the Club Property ("**Golfers**") on foot or on golf carts, to enter upon and traverse easements over the Property in connection with golf play on the Club Property; (2) the right of owner(s) and operator(s) of the Club Property, and their employees, agents, suppliers and contractors to (i) enter upon and travel over the Property to and from and between any one or more of the Property entry areas, and portions of the Club Property, and (ii) enter upon the Property to maintain, repair, and replace, water and irrigation lines and pipes and other infrastructure used in connection with Club Property landscaping; (3) operation and use of noisy electric, gasoline and other power driven vehicles and equipment on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (4) operation of sprinkler and other irrigation systems during the day and night, (5) storage, transportation, and application of insecticides, pesticides, herbicides, fertilizers, and other supplies and chemical substances (all, collectively "**chemical substances**"); (6) parking and/or storage of vehicles, equipment, chemical substances, and other items; (7) irrigation of the Club Property, and supply of water facilities thereon, with recycled or effluent water; and/or (8) Golfers from time to time may shout and use language or bodily movements or gestures, particularly in and around tree and green areas of Club Property, which may be distinctly audible or visible to persons in the Property and which language or movements or gestures may be profane or otherwise offensive in tone and content; (c) play on the Club Property may be allowed by the owner(s) or operator(s) thereof during all daylight and or evening hours up to and including seven days a week; (d) play on the Club Property may result in damage to the development as a result of golf balls or other items leaving the Club Property, including, without limitation, damage to windows, doors, stucco, roof tiles, and other areas of Improvements and other portions of the development and damage to real and personal property of Owner or others, whether outdoors or within a residence or other building, and injury to person; and (e) although fencing and other features may (but need not necessary) be incorporated into the Improvements or other portions of the Property in an effort to decrease the hazards associated with golf balls entering the development from the Club Property, the Owner acknowledges that such fencing and other features may protect against some, but certainly not all golf balls which enter the Property from the Club Property.

Section 7.6. Watering and Overspray Easement.

Any portion of the Property and any Lot immediately adjacent to any watered area of the Club Property is hereby burdened with a non-exclusive perpetual easement in favor of the Club Property for overspray of water, recycled water or effluent water and chemical substances onto the Property and Lots from the watering system serving the Club Property which watering system may include the use of treated water, effluent water, other non-potable water or potable water. Under no circumstances shall the Developer, Club Owner or, the then current manager or operator of the Club Property have any responsibility or be held liable for any damage or injury of any nature whatsoever resulting from such overspray or the exercise of this easement or any rights granted herein.

Section 7.7. Golf Ball Flight Easement and Retrieval of Golf Balls.

There is hereby reserved to Club Owner, the operator or manager of the Club Property, all Persons using the Club Property and all their respective employees and representatives a nonexclusive perpetual easement for ingress and egress over all portions of the Property and all Lots for flight and retrieval of golf balls including, without limitation, the right to enter a Lot or

other portion of the Property for the purpose of retrieving golf balls upon any portion of a Lot or the Property which is not fenced or walled.

Section 7.8. Other Club Property Related Agreements.

No Owner and no guest, invitee, employee, agent or contractor of any Owner, shall at any time enter upon any Club facilities for any purpose other than to exercise the privileges or limited license granted to the Owner by the Club Owner at the time of such entry. Each Owner shall keep his, her or its pets and other animals off the Club Property at all times. No Owner shall (or permit his, her or its lessees, tenants, guests, invitees, employees, agents or contractors to) interfere in any way with the use of the Club facilities or any activities on the Club Property (whether in the form of physical interference, noise, harassment of players or spectators, or otherwise). Each Owner (for such Owner and its lessees, guests and invitees) recognizes, agrees and accepts that: (a) the operation of a golf course and related facilities, which may include, but not be limited to, golf practice facilities, one or more swimming pools and one or more tennis courts, will often involve parties and other gatherings (whether or not related to golf or other Club facilities, and including without limitation weddings and other social functions) at or on the Club golf course and related facilities and the Club Property, tournaments, loud music, use of public address systems and the like, occasional supplemental lighting and other similar or dissimilar activities throughout the day, from early in the morning until late at night; (b) by their very nature, Club facilities, including, but not limited to, golf courses present certain potentially hazardous conditions, which may include, without limitation, lakes or other bodies of water and man-made or naturally occurring topological features such as washes, gullies, canyons, uneven surfaces and the like; or (c) irrigation of the Club Property, or any portion thereof may result in water spraying, drifting or blowing onto adjacent or nearby Lots; and (d) neither such Owner nor its lessees, guests and invitees shall make any claim against the Developer, the Club Owner, any operator or manager of the Club, the Club Property, or any portion thereof or any sponsor, promoter or organizer of any tournament or other event, or the owner or operator of any golf course within, the Golf Property (or any affiliate, agent, employee or representative of any of the foregoing) in connection with the matters described or referenced in (a), (b), (c) and (d) above, whether in the nature of a claim for damages relating to personal injury or property damage, or otherwise.

Section 7.9. Maintenance and Additional Club Facilities.

7.9.1 The Club Property also may include one or more separate large maintenance and/or warehouse-type building(s), storage area(s) for vehicles, equipment, and chemical substances (as defined above), fuel storage and above-ground fuel island(s), and related facilities (all, collectively, "**Maintenance Facility**"), constructed and operated by the owner(s) or operator(s) of the Maintenance Facility, at a location on or adjacent to the Property but not contiguous to other portions of the Club Property. The location of the Maintenance Facility may require frequent and recurring travel by Maintenance Facility and other Club personnel, and vehicles (and travel by and transportation of other personnel, equipment, chemicals, fuel, and other items) over the Property to and from the Maintenance Facility and other portions of the Club Property and Property entry and access areas. In connection with the Maintenance Facility, (a) the facilities and related items located on the

Maintenance Facility may be an attractive nuisance to children; (b) operation, maintenance, and use, of the Maintenance Facility may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the right of owner(s) and operator(s) of the Maintenance Facility, and their employees, agents, suppliers, and contractors, to enter upon and travel over the Property to and from and between any one or more of the Property entry areas, the Maintenance Facility, and other portions of the Club Property; (2) operation, maintenance, and repair of noisy electric, gasoline, and other power driven vehicles and equipment, on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (3) storage, transportation, and application, of chemical substances; (4) parking and/or storage of vehicles; equipment, chemical substances, fuel, and other items; and (5) fueling and related operations; and (c) although walls, fencing, and other features will certainly not eliminate all sight, noise, or other conditions, on or emanating from the Maintenance Facility.

7.9.2. All and any one or more of the matters described above may cause inconvenience and disturbance to the Owner, and other occupants of and visitors to Improvements, and possible injury to person and damage to property, and the Owner has carefully considered the foregoing matters, and the location of the Property and their proximity to the playing elements of the Club Property and to the Maintenance Facility, before making the decision to purchase a Lot with or without Improvements within the Property.

7.9.3. All disclosures, disclaimers and releases in these Restrictions are supplemental to and cumulative with all disclosures, disclaimers and releases in these Restrictions.

Section 7.10. Limitations on Amendments.

In recognition of the fact that the provisions of Article 7 are for the benefit of the Club Owner, no amendment to this Article 7 may be made, without the written approval thereof by the Club Owner which approval may be withheld by Club Owner at their sole discretion.

ARTICLE 8. SUPPLEMENTAL EASEMENT GRANTS, DISCLOSURES, DISCLAIMERS AND RELEASES

Without limiting any other applicable provisions of these Restrictions, by acceptance of a deed to a Lot or by any other means of acquisition of title to or ownership a Lot, together with any Improvements which may be now or hereafter located or constructed in connection with such Lot, each Owner (for purposes of this Article 8, the term "Owner" shall include the Owner, as defined in Section 1.10 of these Restrictions, and the Owner's family residing with the Owner, and their guests, invitees and tenants and lessees) shall conclusively be deemed to have understood, acknowledged, and agreed to, all of the following easement grants, disclosures, disclaimers and other provisions of this Article 8.

Section 8.1. Power Distribution Systems.

There are presently, and may in the future be other, major electrical power system components (high voltage transmission or distribution lines, transformers, etc.) from time to time located within or nearby the Property, which generate certain electric and magnetic fields ("EMF") around them that without limiting any other provision in these Restrictions, Developer specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to EMF; and that Owner hereby releases Developer from any and all claims arising from or relating to said EMF, including, but not necessarily limited to, any claims for nuisance or health hazards.

Section 8.2. Water Systems.

The Property is or may be located adjacent to or nearby major water and drainage channel(s) and/or culverts (all, collectively, "**Facilities**"), the ownership, use, regulation, operation, maintenance, improvement and repair of which are not within Developer's control, and over which Developer has no jurisdiction or authority and in connection therewith; (1) the Facilities may be an attractive nuisance to children; (2) maintenance and use of the Facilities may involve various operations and applications, including (but not necessarily limited to) noisy electric, gasoline or other power driven vehicles and/or equipment used by Facilities maintenance and repair personnel during various times of the day, including, without limitation, early morning and/or late evening hours; and (3) the possibility of damage to Improvements and property on the Property, particularly in the event of overflow of water or other substances from or related to the Facilities, as the result of failure to function, malfunction, or overtasking of the Facilities or any other reason, and (4) any or all of the foregoing may cause inconvenience and disturbance to Owner and other persons in or near the Lot or Improvements thereon, and possibly injury to person and/or damage to property, and the Owner hereby release Developer from any and all claims arising therefrom or relating thereto.

Section 8.3. Vehicular Traffic.

The Lot and other portions or the Property are or may be located adjacent to nearby major roadways, and subject to levels of traffic thereon and noise, dust, and other nuisance from such roadways and vehicles. Further, construction activities within the Property or adjacent to the Property may cause use of the roadways within the Property installation of Improvements by construction related vehicles with resulting noise, dust, debris and other nuisance. Developer hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to roads and/or noise, dust, debris and other nuisance caused by traffic of any nature on such roadways both without and within the Property; and that Owner hereby releases Developer from any and all claims arising therefrom or relating thereto.

Section 8.4. Construction Activities.

The residential subdivisions and new home construction are subject to and accompanied by substantial levels of noise, dust, construction-related traffic and traffic restrictions, and other construction-related "nuisances" Each Owner acknowledges and agrees that it is purchasing a Lot with or without Improvements thereon which is within a residential subdivision currently being

developed, and that the Owner will experience and accepts substantial level of construction-related "nuisances" until the subdivision (and other neighboring portions of land being developed) have been completed and sold out.

Section 8.5. Aircraft Flight Patterns.

The Lot and other portions of the Property are or may be located within or nearby certain aircraft and helicopter flight patterns and/or subject to significant levels of aircraft and helicopter traffic and noise and loss of privacy created by such traffic; that Developer hereby specifically disclaims any and all representations or warranties, express and implied, with regard to a pertaining to aircraft or helicopter flight patterns, nuisances and/or noise; and that Owner hereby releases Developer from any and all claims arising from or relating to such noise, nuisance and traffic.

Section 8.6. Undeveloped Adjacent Property.

The Development is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, coyotes, moose, bears, mountain lions, and foxes), which may from time to time stray onto the Property and which may otherwise pose a nuisance or hazard; and the Property from time to time may, but need not necessarily, be subject to scorpions, bees, ants, termites, pigeons, and/or other problem insects or other pests (all, collectively, "**pests**"); and that Developer hereby specifically disclaims any and all representations or warranties, express and implied, with regard to or pertaining to any pest, and each Owner must make its own independent determination regarding the existence or non-existence of any pests which may be associated with the Lot or other portions of the Property.

Section 8.7. Uses of Adjacent Property.

The Property is or may be located adjacent to or within the vicinity of certain other property zoned to **permit** the owners of such other property to keep and maintain thereon horse or other "farm" animals, which may give rise to matters such as resultant noise, odors, insects, and other "nuisance"; additionally, certain other property located adjacent to or nearby the Property may be zoned to permit commercial uses, and/or may be developed for commercial uses. Developer makes no other representation or warranty, express or implied, with regard or pertaining to the future development or present or future use of property adjacent to or within the vicinity of the Property.

Section 8.8. Elevation Changes.

The Lots are subject to naturally occurring and man-made variations in elevation. These changes in elevation gradient may result in the loss of privacy and other inconvenience or nuisance, particularly for lower Lots. Also, Developer reserves the right to realign, relocate, or otherwise revise any parcel or Lot layout design, which may detract from privacy for other Lots in the area.

Section 8.9. Adjacent Property Zoning.

Each Owner acknowledges having received from Developer information regarding the zoning designations and the designations in the master plan regarding land use, adopted pursuant to

applicable law, for the parcels of land adjoining the Property to the north, south, east, and west. Developer makes no further representation, and no warranty (express or implied), with regard to any matters pertaining to adjoining land or uses thereof. Each Owner is hereby advised that the master plan and zoning ordinances, are subject to change from time to time. If additional or more current information concerning such matters is desired, Owner should contact the appropriated governmental planning department. Each Owner acknowledges and agrees that its decision to purchase a Lot with or without Improvements thereon is based solely upon Owner's own investigation, and not upon any information provided by any sales agent of Developer or otherwise.

Section 8.10. Developers Rights.

Each Owner understands, acknowledges, and agrees that Developer has reserved certain rights in these Restrictions, which may limit certain rights of Owner and Owners other than Developer.

Section 8.11. Vegetation and View Impairment.

The construction or installation of improvements by Developer, other Owners, or third parties, or growth of trees or other vegetation, may impair or eliminate the view, if any, of or from any Lot or Improvements thereon and that Owner hereby releases Developer from any and all claims arising from or relating to said impairment or elimination.

Section 8.12. Property Soil Conditions.

Residential subdivisions and new home construction are industries inherently subject to variations and imperfection, and items which do not materially affect safety or structural integrity shall be deemed "expected minor flaws" (including, but not limited to: reasonable wear, tear or deterioration; shrinkage, swelling, expansion or settlement, squeaking, peeling, chipping, cracking, or fading; touch-up painting; minor flaws or corrective work, and like items) and not constructional defects.

Section 8.13. Temporary Traffic Restrictions.

Developer reserves the right, until the sale by the Developer of the last Lot with Improvements thereon within the Property to unilaterally restrict and/or re-route all pedestrian and vehicular traffic within the Property, in Developer's sole discretion, to accommodate Developer's and Developer's designees, construction activities, and sales and marketing activities; provided that no Lot with Improvements thereon shall be deprived of access to a dedicated street adjacent to the Property.

Section 8.14. Rights Reserved In Developer.

Developer reserves all other rights, powers, and authority of Developer set forth in these Restrictions, and, to the extent not expressly prohibited by applicable law, further reserves all other rights, powers, and authority, in Developer's sole discretion, of a developer under applicable law.

Section 8.15. Disclaimers and Disclosures Cumulative.

All disclosures, disclaimers and releases in this Article 8 are supplemental to and cumulative with all other disclosures, disclaimers and releases contained elsewhere in these Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Owner of the Property, has hereunto set its hand and seal this 29th day of August, 2005.

DEVELOPER:

LENNAR COLORADO, LLC,
a Colorado limited liability company

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by Bryan Daly as Division President of Lennar Colorado, LLC, a Colorado limited liability company, Developer.

Witness my hand and official seal.

LAURIE A. FRIEDMAN NOTARY PUBLIC STATE OF COLORADO {Seal}

My Commission Expires 07/09/2007

_____

Notary Public

My Commission expires 7/9/07

CLUB OWNER'S ACKNOWLEDGEMENT

The undersigned Blackstone CC, LLC, a Colorado limited liability company, as Club Owner under the terms of these Restrictions, hereby acknowledges and agrees to the observe the obligations and duties of the Club and the Club Owner as set forth in Articles 6 and 7 of these Restrictions. The execution of these Restrictions by Club Owner is only for the purposes of acknowledging the obligations of Articles 6 and 7 of these Restrictions subject to the faithful performance of all of the obligations and undertakings of the Owners and the Developer with respect to the Club and the Club Owner and is not intended to otherwise submit any real or personal property of the Club Owner to any other obligation or encumbrance whether within the terms of these Restrictions or any other document or undertaking with respect to the Property, the Developer, the Metropolitan District or the Owners.

Club Owner:

BLACKSTONE CC, LLC
a Colorado limited liability company

By: _____

Its: Vice President, Lennar Colorado, LLC, its sole member

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29th day of August, 2005, by David S. Scaw as Vice Pres of Lennar Colorado, LLC, of Blackstone CC, LLC, a Colorado limited liability company, Club Owner. sole member

Witness my hand and official seal.

LAURIE A. FRIEDMAN NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 07/08/2007

_____
Notary Public

My Commission expires. 7/8/07

EXHIBIT A
TO
PROTECTIVE COVENANTS FOR BLACKSTONE
AND
MANDATORY RESIDENT SOCIAL MEMBERSHIPS

(Property)

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS S 89°50'18" E;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE S 89°50'18" E, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2661.04 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;
THENCE S 89°49'48" E, ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2662.08 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33;
THENCE S 00°54'16" W, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.31 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33;
THENCE S 00°54'12" W, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.41 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33;
THENCE S 89°59'28" W, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.20 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;
THENCE N 89°59'54" W, ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2528.56 FEET TO THE EASTERLY RIGHT-OF-WAY OF SMOKY HILL ROAD AS DEDICATED BY THE PLAT OF STAGE RUN FILING NO. 1 UNDER RECEPTION NUMBER 2445324 OF THE ARAPAHOE COUNTY RECORDS,
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF SMOKY HILL ROAD THE FOLLOWING TWO (2) COURSES:

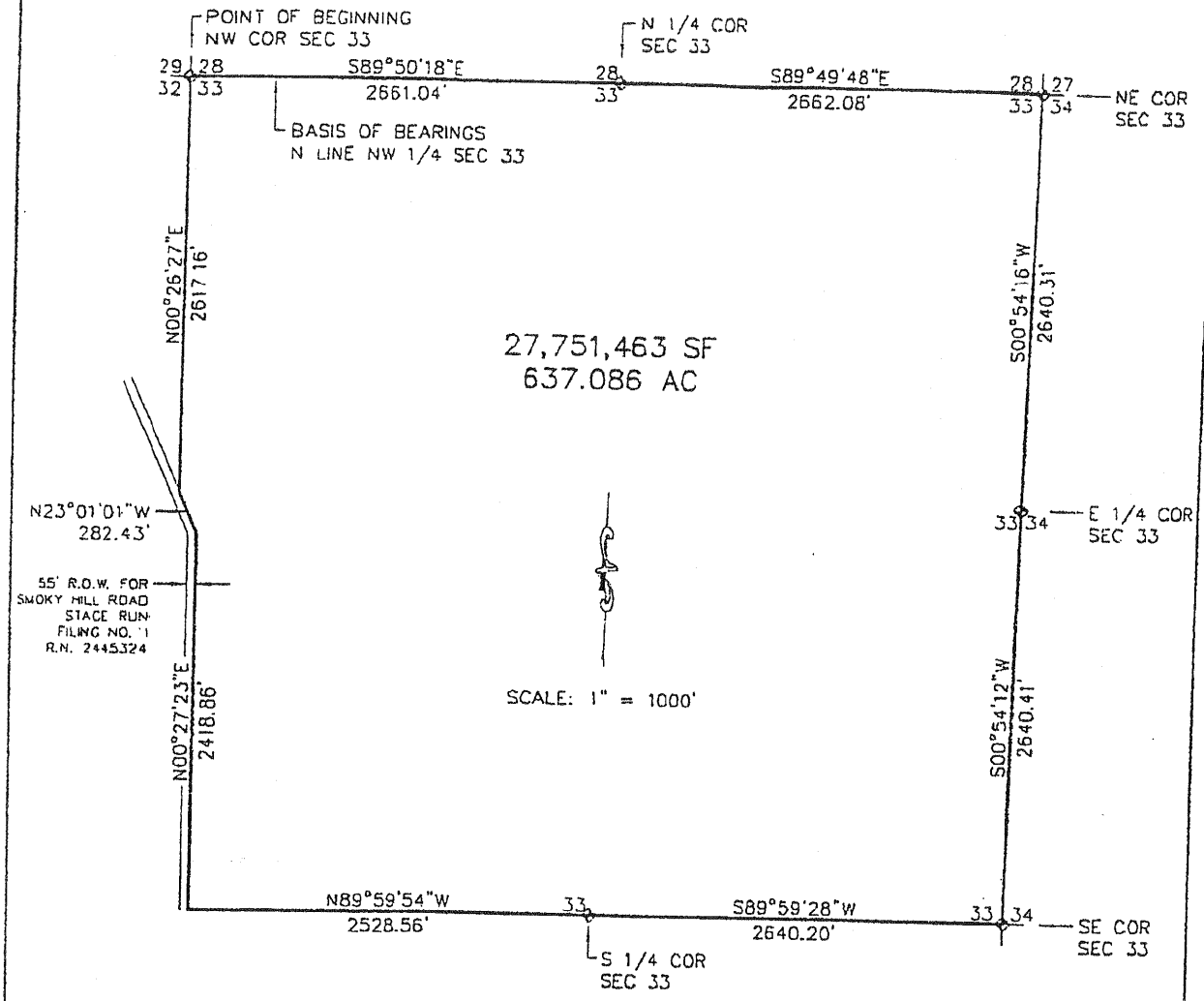
1. N 00°27'23" E, A DISTANCE OF 2418.86 FEET;
2. N 23°01'01" W, A DISTANCE OF 282.43 FEET TO THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE N 00°26'27" E, ALONG SAID WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 2617.16 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 27,751,463 SQUARE FEET OR 637.086 ACRES, MORE OR LESS.

EXCEPTING AND EXCLUDING the property described in the attached Exhibit B.

EXHIBIT A



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

V:\52870\active\00001\871\EXHIBITS\P-BND-S33.dwg, Sheet 2 of 2, 2/24/2005 8:06:42 AM

Stantec

Stantec Consulting Inc.
2135 South Cherry St. Ste 310
Denver, CO
80222
Tel. 303.758.4058
Fax. 303.758.4828
www.stantec.com

EXHIBIT A

A PORTION OF SEC 33
T 5 S, R 65 W, 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
870 00001	
DATE:	
12/12/01	
CAD OPR.:	SHEET:
GF	2 OF 2

EXHIBIT B
TO
PROTECTIVE COVENANTS FOR BLACKSTONE
AND
MANDATORY RESIDENT SOCIAL MEMBERSHIPS

(Club Property)

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS SOUTH 89°50'18" EAST AS SHOWN ON THE PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO 1 AS DESCRIBED UNDER RECEPTION NUMBER B4216152 OF THE ARAPAHOE COUNTY RECORDS,

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 24°54'58" EAST, A DISTANCE OF 4659.84 FEET TO THE EASTERLY MOST CORNER OF LOT 28, BLOCK 5 OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 AND THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF BLOCK 5 OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 THE FOLLOWING ELEVEN (11) COURSES:

1. NORTH 57°01'11" WEST, A DISTANCE OF 150.00 FEET;
2. NORTH 56°28'35" WEST, A DISTANCE OF 73.07 FEET;
3. NORTH 50°19'30" WEST, A DISTANCE OF 141.46 FEET;
4. NORTH 44°23'44" EAST, A DISTANCE OF 97.58 FEET;
5. NORTH 01°12'56" WEST, A DISTANCE OF 62.99 FEET;
6. NORTH 22°19'38" WEST, A DISTANCE OF 222.83 FEET;
7. NORTH 24°54'34" EAST, A DISTANCE OF 572.38 FEET;
8. NORTH 28°23'22" WEST, A DISTANCE OF 192.43 FEET;
9. SOUTH 87°05'52" WEST, A DISTANCE OF 149.77 FEET;
10. SOUTH 81°18'48" WEST, A DISTANCE OF 79.71 FEET;
11. NORTH 78°53'33" WEST, A DISTANCE OF 345.00 FEET TO THE EASTERLY MOST CORNER OF TRACT L OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1;

THENCE NORTH 29°26'13" WEST ALONG THE NORTHEASTERLY MOST LINE OF SAID TRACT L, A DISTANCE OF 224.62 FEET TO THE NORTHERLY MOST CORNER OF SAID TRACT L AND THE EASTERLY MOST CORNER OF LOT 25, BLOCK 3 OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID BLOCK 3 THE FOLLOWING FIFTEEN (15) COURSES:

1. NORTH 44°15'32" WEST, A DISTANCE OF 75.00 FEET
2. NORTH 45°44'28" EAST, A DISTANCE OF 154.64 FEET;
3. SOUTH 44°15'32" EAST, A DISTANCE OF 13.78 FEET;
4. SOUTH 66°52'20" EAST, A DISTANCE OF 169.95 FEET;
5. NORTH 87°05'52" EAST, A DISTANCE OF 498.22 FEET;
6. NORTH 39°00'17" EAST A DISTANCE OF 352.47 FEET;
7. NORTH 07°37'30" WEST, A DISTANCE OF 141 13 FEET;
8. NORTH 82°22'30" EAST, A DISTANCE OF 149.39 FEET;
9. NORTH 39°00'17" EAST, A DISTANCE OF 164.44 FEET;
10. NORTH 07°37'30" WEST, A DISTANCE OF 175 46 FEET,
11. NORTH 68°03'17" WEST, A DISTANCE OF 164.87 FEET
12. SOUTH 82°22'30" WEST, A DISTANCE OF 125.54 FEET;
13. NORTH 07°37'30" WEST, A DISTANCE OF 83.17 FEET;
14. NORTH 54°23'10" WEST, A DISTANCE OF 315.06 FEET;
15. NORTH 76°30'01" WEST, A DISTANCE OF 133.91 FEET TO THE EASTERLY LINE OF COUNTRY CLUB PARKWAY OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO 1

THENCE ALONG SAID EASTERLY LINE OF COUNTRY CLUB PARKWAY THE FOLLOWING THREE (3) COURSES

1. NORTH 13°29'59" EAST, A DISTANCE OF 214.50 FEET,
2. ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33°53'39" A RADIUS OF 392.00 FEET, AND AN ARC LENGTH OF 231.89 FEET
3. NORTH 47°23'38" EAST, A DISTANCE OF 126.86 FEET;

THENCE ALONG THE SOUTHERLY LINE OF BLOCK 2 OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO 1 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 42°36'22" EAST, A DISTANCE OF 125.00 FEET;
2. NORTH 47°23'38" EAST, A DISTANCE OF 375.00 FEET TO THE EASTERLY MOST CORNER OF LOT 7, SAID BLOCK 2;

THENCE SOUTH 42°02'22" EAST, A DISTANCE OF 234.53 FEET;
THENCE SOUTH 85°29'56" EAST, A DISTANCE OF 142.77 FEET;
THENCE SOUTH 71°25'07" EAST, A DISTANCE OF 77.33 FEET;
THENCE SOUTH 70°13'20" EAST, A DISTANCE OF 450.89 FEET;
THENCE SOUTH 77°34'44" EAST, A DISTANCE OF 98.38 FEET
THENCE SOUTH 84°48'01" EAST, A DISTANCE OF 112.45 FEET;
THENCE NORTH 81°18'35" EAST, A DISTANCE OF 112.45 FEET,
THENCE NORTH 67°19'27" EAST, A DISTANCE OF 113.99 FEET;
THENCE NORTH 30°42'07" WEST, A DISTANCE OF 135.03 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°46'42", A RADIUS OF 330.00 FEET AND AN ARC LENGTH OF 16.00 FEET, THE CHORD OF WHICH BEARS NORTH 59°17'53" EAST, A CHORD LENGTH OF 16.00 FEET;
THENCE SOUTH 30°42'07" EAST, A DISTANCE OF 135.03 FEET;
THENCE NORTH 51°03'27" EAST, A DISTANCE OF 117.44 FEET;
THENCE NORTH 36°54'09" EAST, A DISTANCE OF 111.73 FEET,
THENCE NORTH 30°00'08" EAST A DISTANCE OF 105.07 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°18'56", A RADIUS OF 987.00 FEET, AND AN ARC LENGTH OF 453.32 FEET, THE CHORD OF WHICH BEARS SOUTH 37°49'12" EAST, A CHORD LENGTH OF 449.35 FEET;
THENCE SOUTH 24°39'45" EAST, A DISTANCE OF 192.97 FEET;
THENCE SOUTH 65°20'15" WEST, A DISTANCE OF 547.30 FEET;
THENCE SOUTH 57°51'14" WEST, A DISTANCE OF 85.58 FEET;
THENCE SOUTH 50°27'11" WEST, A DISTANCE OF 85.85 FEET;
THENCE SOUTH 42°53'29" WEST, A DISTANCE OF 86.82 FEET;
THENCE SOUTH 35°03'39" WEST, A DISTANCE OF 93.03 FEET;
THENCE SOUTH 27°13'42" WEST, A DISTANCE OF 91.82 FEET;
THENCE SOUTH 18°50'45" WEST, A DISTANCE OF 81.85 FEET;
THENCE SOUTH 12°52'02" WEST, A DISTANCE OF 611.45 FEET;
THENCE SOUTH 04°51'13" WEST A DISTANCE OF 86.87 FEET;
THENCE SOUTH 03°05'11" EAST, A DISTANCE OF 86.83 FEET;
THENCE SOUTH 09°51'01" EAST, A DISTANCE OF 86.83 FEET;
THENCE SOUTH 18°12'29" EAST, A DISTANCE OF 86.83 FEET;
THENCE SOUTH 25°23'07" EAST, A DISTANCE OF 86.79 FEET;
THENCE SOUTH 31°12'21" EAST, A DISTANCE OF 114.77 FEET;
THENCE SOUTH 26°55'20" EAST, A DISTANCE OF 134.37 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°25'03" A RADIUS OF 1617.00 FEET, AND AN ARC LENGTH OF 40.01 FEET, THE CHORD OF WHICH BEARS SOUTH 62°11'33" WEST, A CHORD LENGTH OF 40.00 FEET;
THENCE NORTH 26°55'20" WEST, A DISTANCE OF 134.99 FEET,
THENCE SOUTH 63°04'40" WEST, A DISTANCE OF 344.00 FEET;

THENCE NORTH 37°44'32" WEST, A DISTANCE OF 84.20 FEET;
THENCE NORTH 50°38'15" WEST, A DISTANCE OF 151.88 FEET;
THENCE NORTH 03°18'27" EAST, A DISTANCE OF 86.00 FEET;
THENCE NORTH 07°13'36" EAST, A DISTANCE OF 172.40 FEET;
THENCE NORTH 09°04'44" WEST, A DISTANCE OF 132.04 FEET;
THENCE NORTH 86°41'33" WEST, A DISTANCE OF 140.46 FEET;
THENCE SOUTH 03°18'27" WEST, A DISTANCE OF 101.09 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°28'51", A RADIUS OF 45.00 FEET, AND AN ARC LENGTH OF 16.09 FEET, THE CHORD OF WHICH BEARS NORTH 86°41'33" WEST, A CHORD LENGTH OF 16.00 FEET;
THENCE NORTH 03°18'27" EAST, A DISTANCE OF 101.09 FEET;
THENCE NORTH 86°41'33" WEST, A DISTANCE OF 103.65 FEET;
THENCE SOUTH 33°07'12" WEST, A DISTANCE OF 148.64 FEET;
THENCE SOUTH 03°30'15" EAST, A DISTANCE OF 173.22 FEET;
THENCE SOUTH 03°18'27" WEST, A DISTANCE OF 86.00 FEET;
THENCE SOUTH 56°51'07" WEST, A DISTANCE OF 159.50 FEET;
THENCE SOUTH 38°28'35" WEST, A DISTANCE OF 126.62 FEET;
THENCE SOUTH 23°00'23" WEST, A DISTANCE OF 126.62 FEET;
THENCE SOUTH 04°20'32" WEST, A DISTANCE OF 126.97 FEET;
THENCE SOUTH 13°15'09" EAST, A DISTANCE OF 126.97 FEET;
THENCE SOUTH 28°40'17" EAST, A DISTANCE OF 127.82 FEET;
THENCE SOUTH 37°31'50" WEST, A DISTANCE OF 89.50 FEET;
THENCE SOUTH 34°16'04" WEST, A DISTANCE OF 81.19 FEET;
THENCE SOUTH 32°58'49" WEST, A DISTANCE OF 150.00 FEET;
THENCE SOUTH 57°01'11" EAST, A DISTANCE OF 125.00 FEET;
THENCE SOUTH 32°58'49" WEST, A DISTANCE OF 26.00 FEET;
THENCE NORTH 57°01'11" WEST, A DISTANCE OF 125.00 FEET;
THENCE SOUTH 32°58'49" WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 3,608,773 SQUARE FEET OR 82.85 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

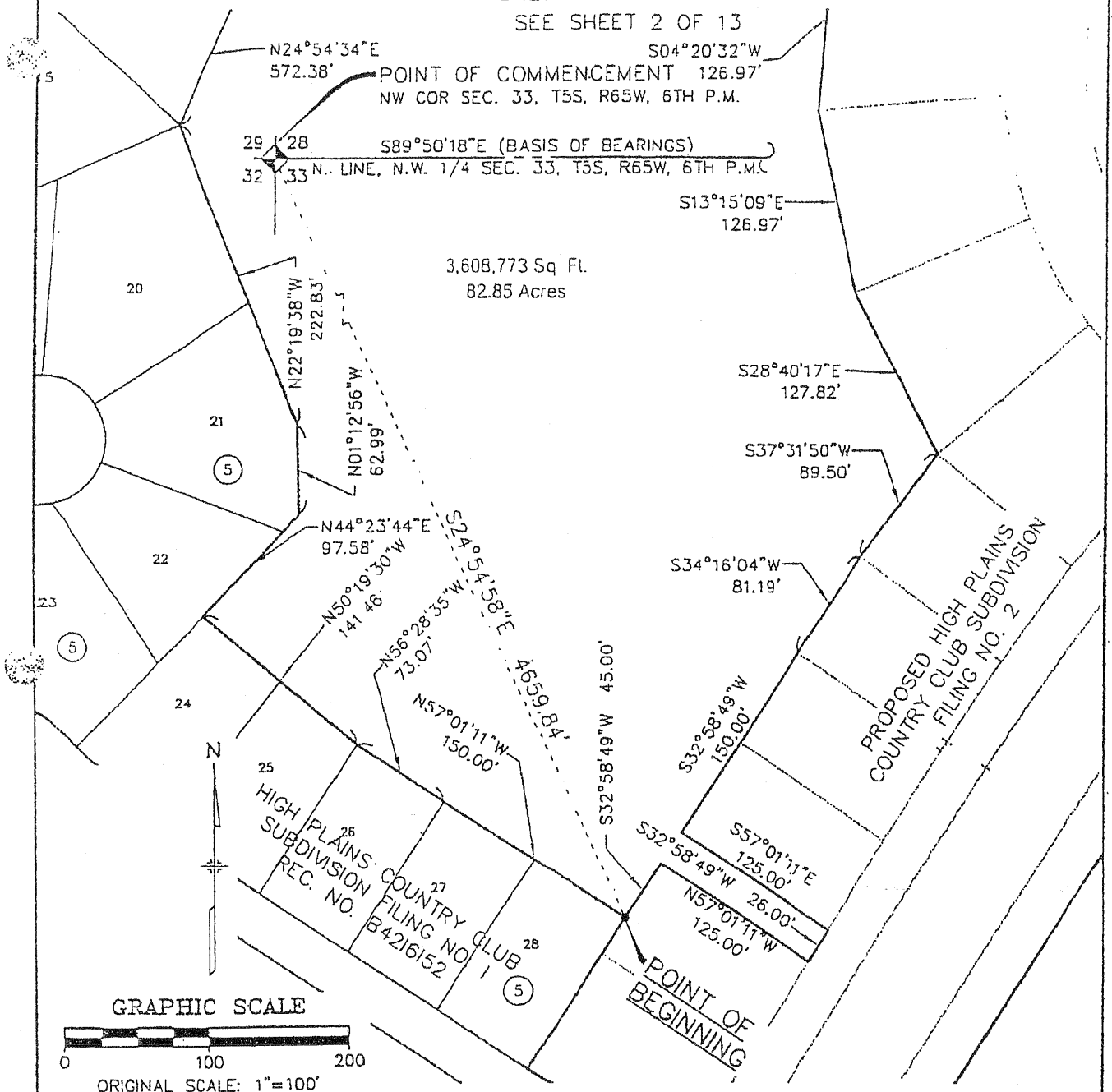
PETER VAN STEENBURGH, PLS 37913
FOR, AND ON BEHALF OF
STANTEC CONSULTING, INC.

ILLUSTRATION FOR

EXHIBIT B

SHEET 1 OF 13

SEE SHEET 2 OF 13



GRAPHIC SCALE

0 100 200

ORIGINAL SCALE: 1"=100'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

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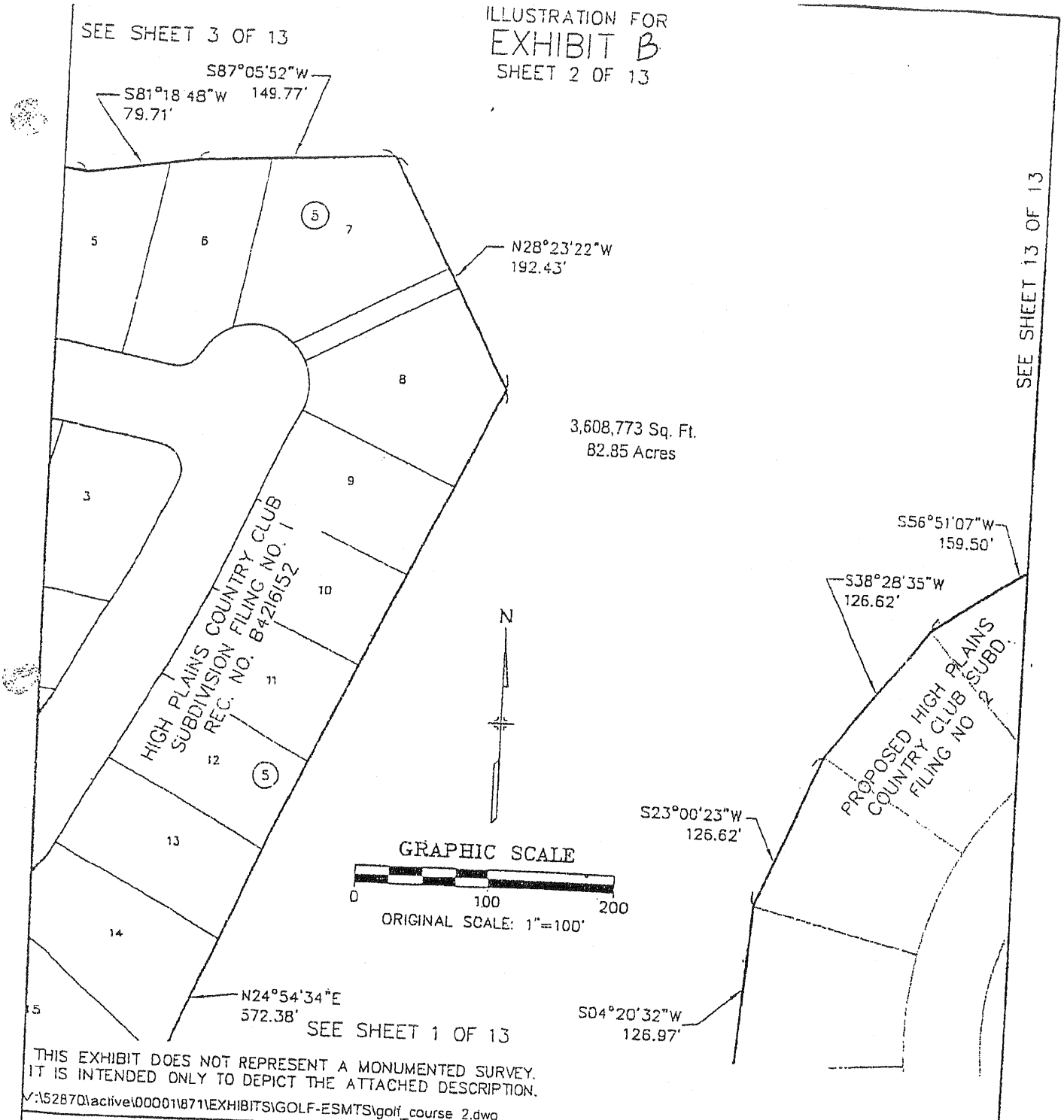
Stantec Consulting Inc.
2135 South Cherry St. Ste 310
Denver, CO
80222
Tel. 303.758.4058
Fax. 303.758.4828
www.stantec.com

PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3-10-2005	
CAD OPR.:	SHEET:
DLH	1 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 2 OF 13



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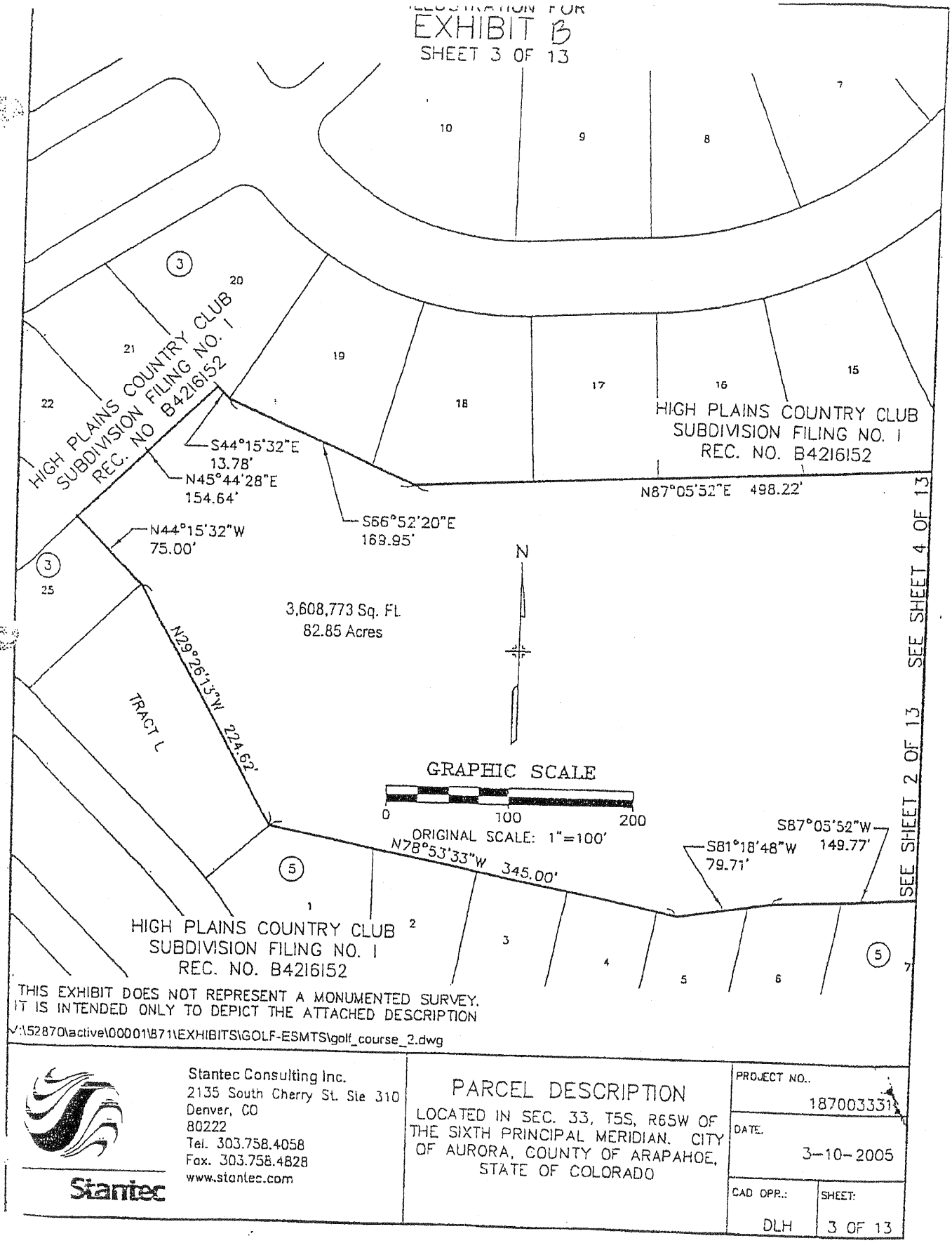
PROJECT NO..	187003331
DATE	3-10-2005
CAD OPR..	DLH
SHEET:	2 OF 13



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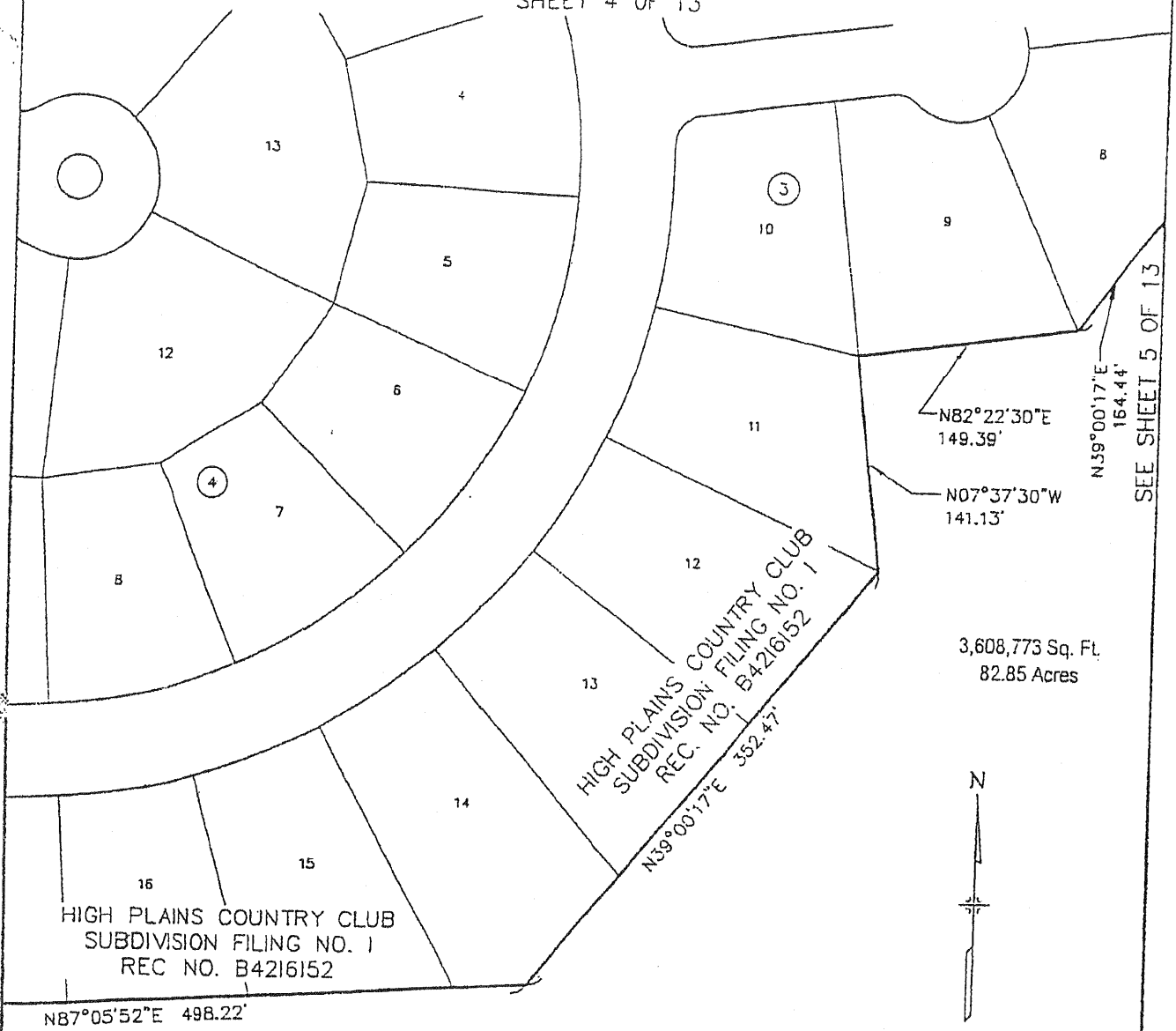
Stantec

PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3-10-2005
CAD OPR.:	DLH
SHEET:	3 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 4 OF 13



SEE SHEET 5 OF 13

SEE SHEET 3 OF 13

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
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V:\52870\active\00001\871\EXHIBITS\GOLF-ESMTS\golf_course_2.dwg

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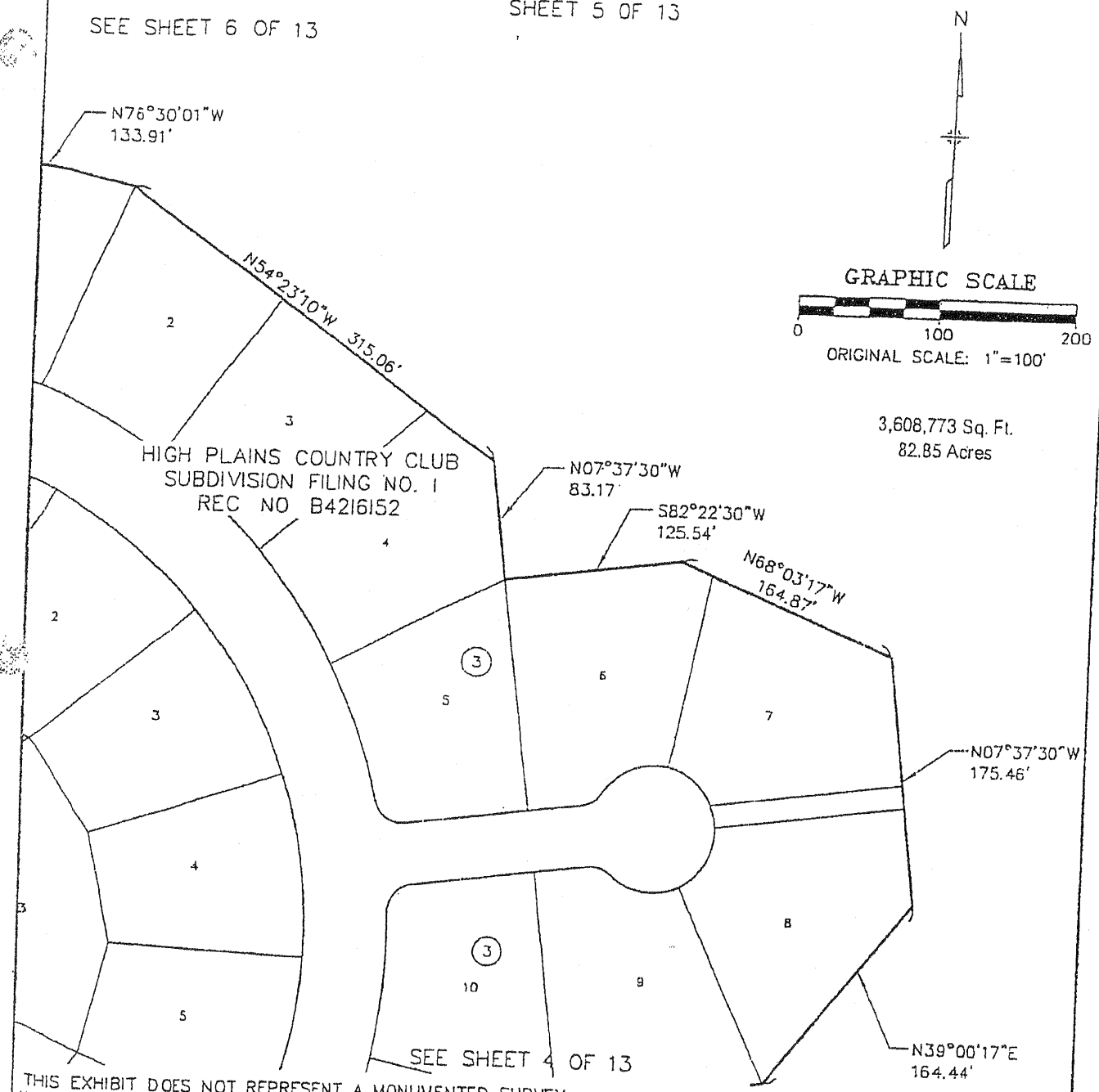
PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3-10-2005
CAD OPR.:	DLH
SHEET:	4 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 5 OF 13

SEE SHEET 6 OF 13



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
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V:\52870\active\00001871\EXHIBITS\GOLF-ESMTS\golf_course_2.dwg

Stantec Consulting Inc.
2135 South Cherry St. Ste 310
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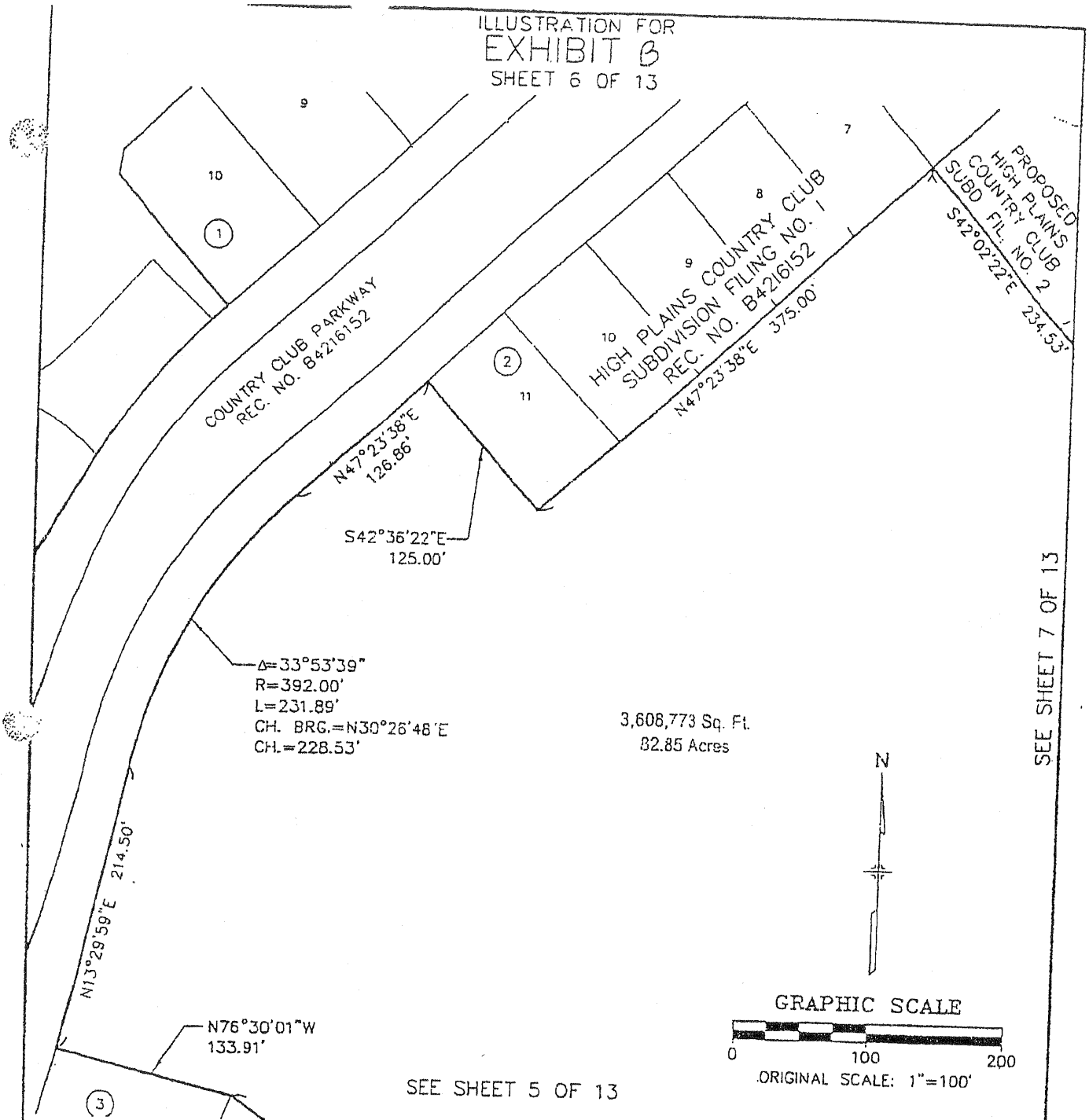
80222
Tel. 303.758.4058
Fax. 303.758.4828
www.stantec.com

PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3-10-2005
CAD OPR.:	DLH
SHEET:	5 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 6 OF 13



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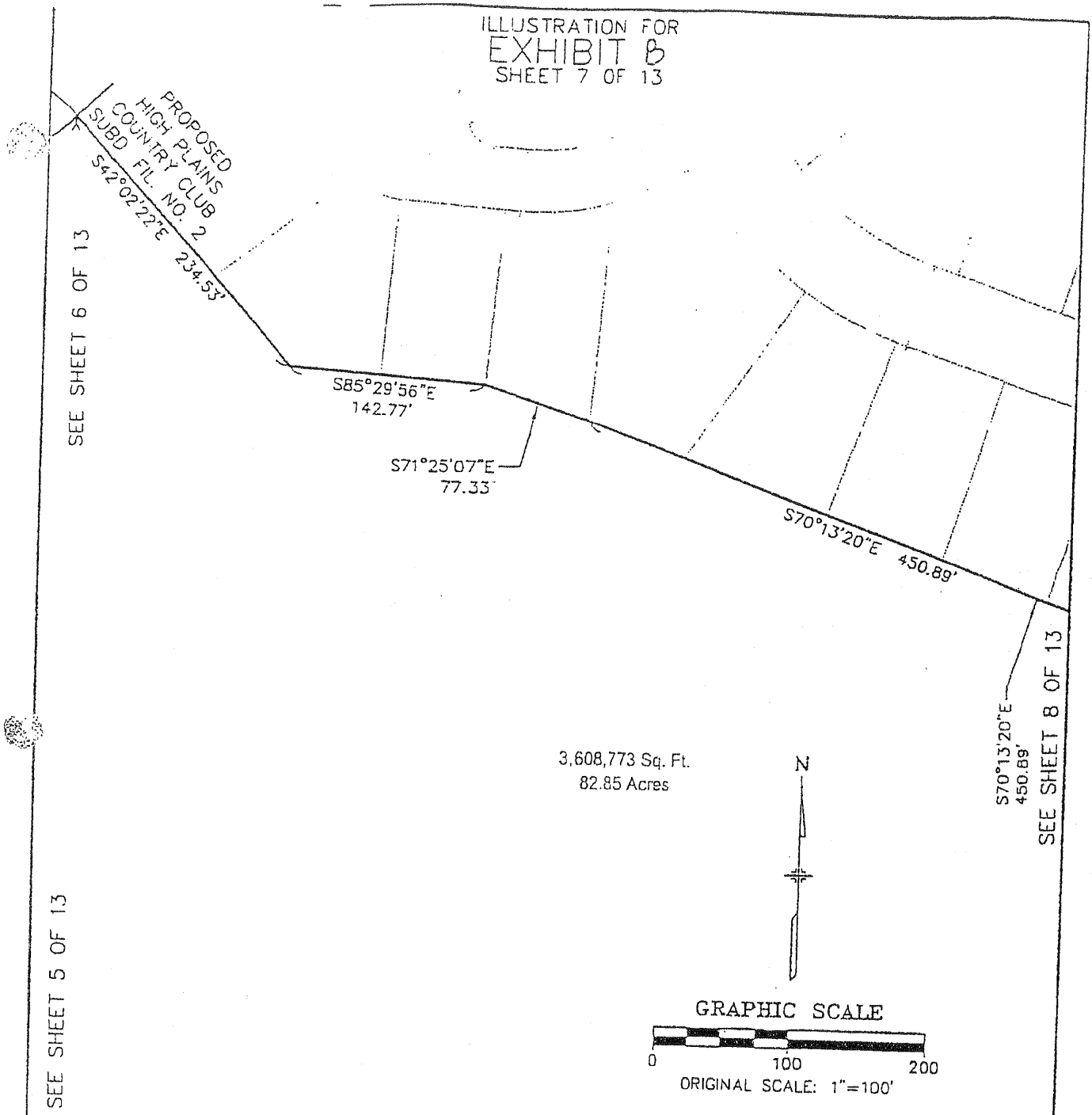
PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3-10-2005	
CAD OPR.:	SHEET:
DLH	6 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 7 OF 13



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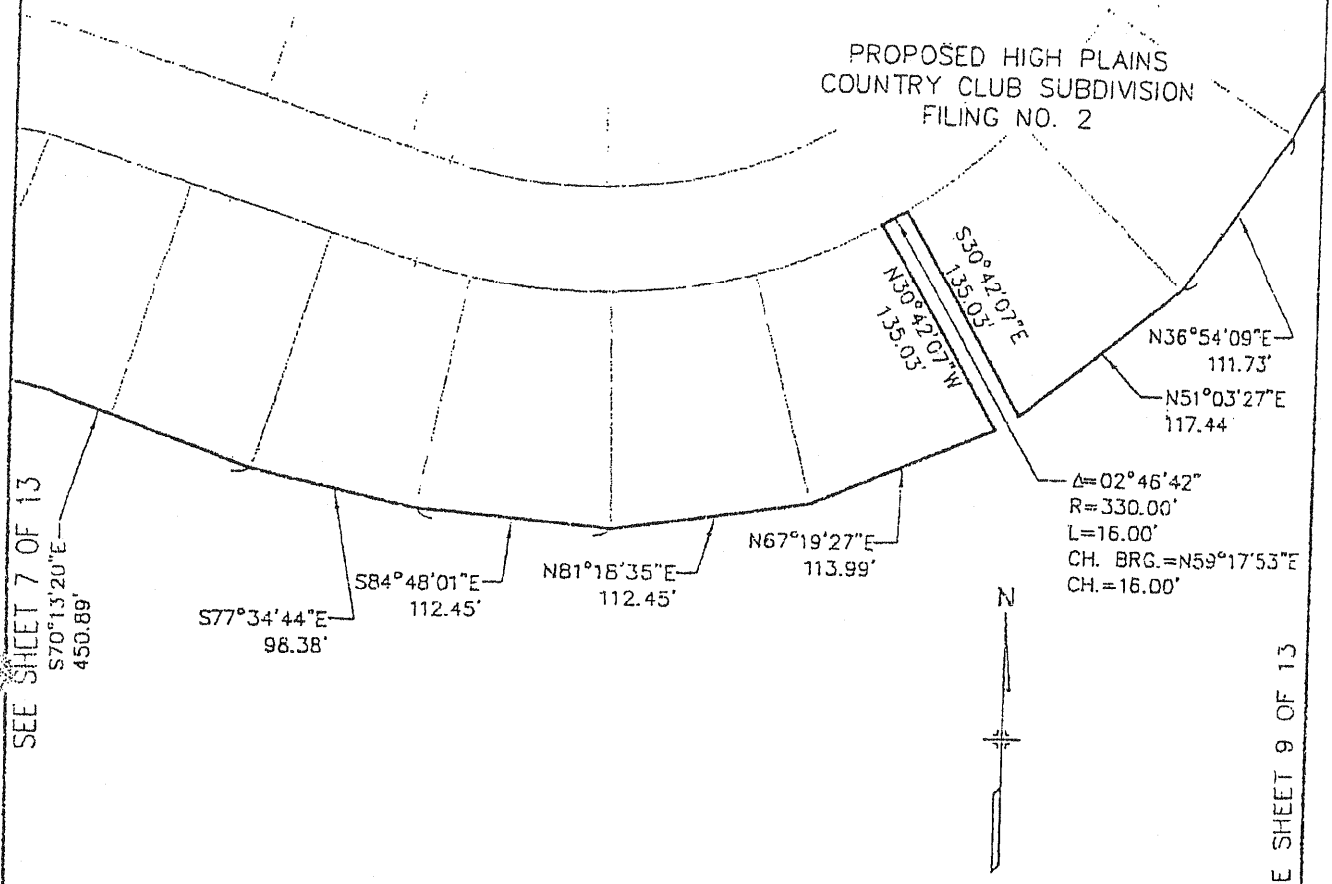
PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN CITY OF AURORA COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	167003331
DATE:	3-10-2005
CAD OPR.:	DLH
SHEET:	7 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 8 OF 13



GRAPHIC SCALE

0 100 200

ORIGINAL SCALE: 1"=100'

3,608,773 Sq. Ft.
82.85 Acres

SEE SHEET 10 OF 13

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
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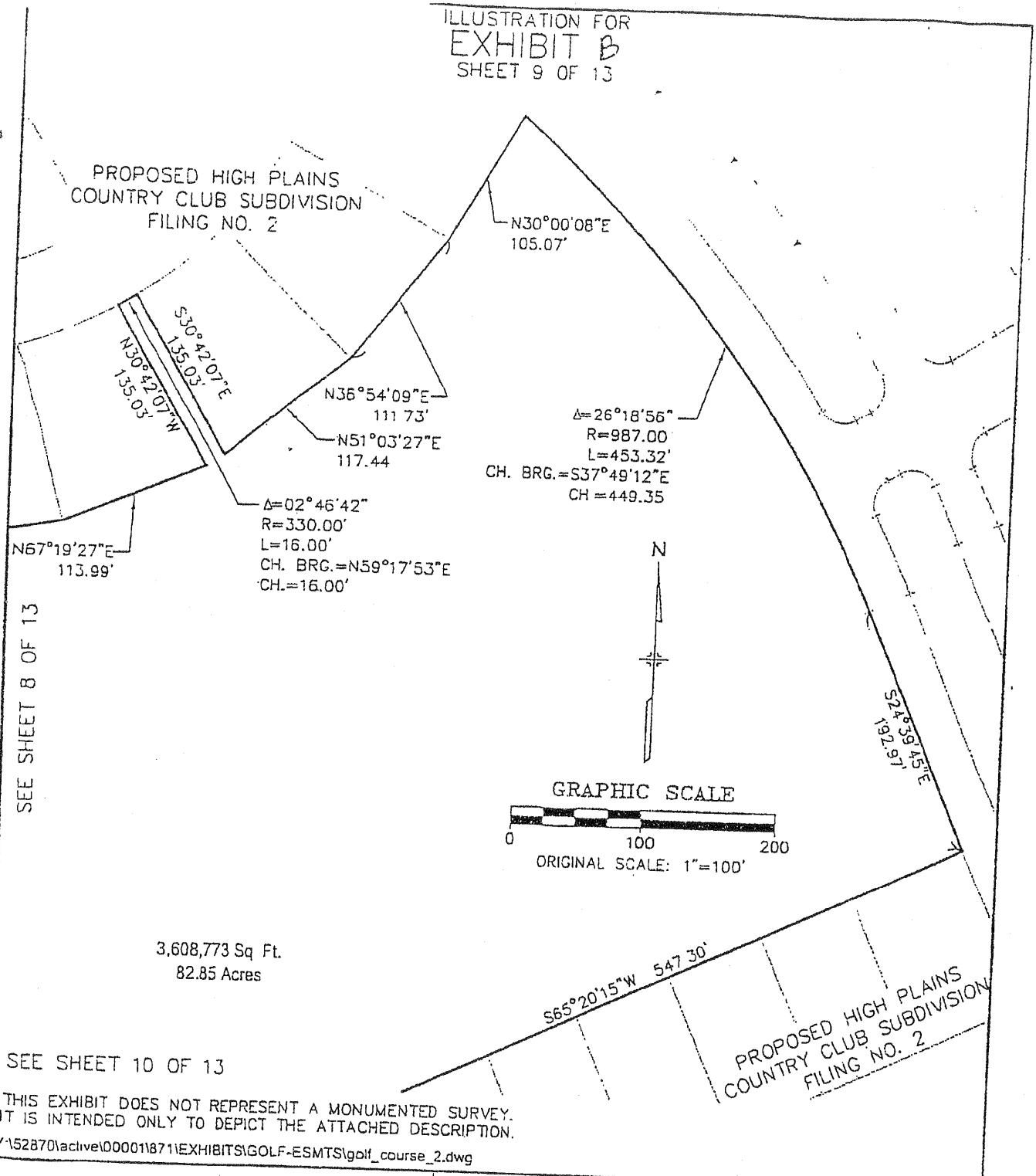
PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	187003331
DATE.	3-10-2005
CAD OPR.: DLH	SHEET: 8 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 9 OF 13



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PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

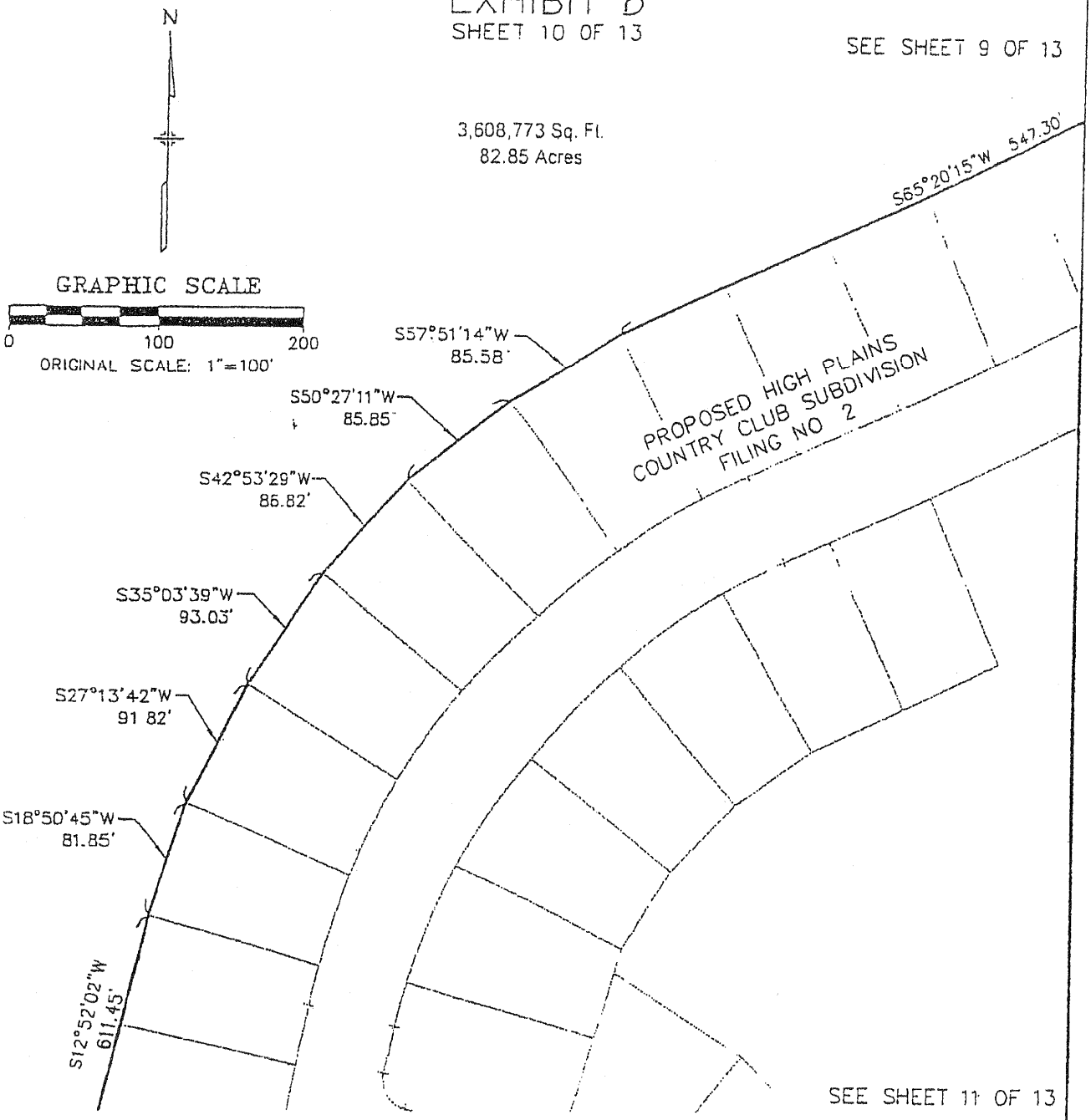
PROJECT NO.:	187003331
DATE:	3-10-2005
CAD OPR.:	DLH
SHEET:	9 OF 13

ILLUSTRATION FOR

EXHIBIT B

SHEET 10 OF 13

SEE SHEET 9 OF 13



SEE SHEET 11 OF 13

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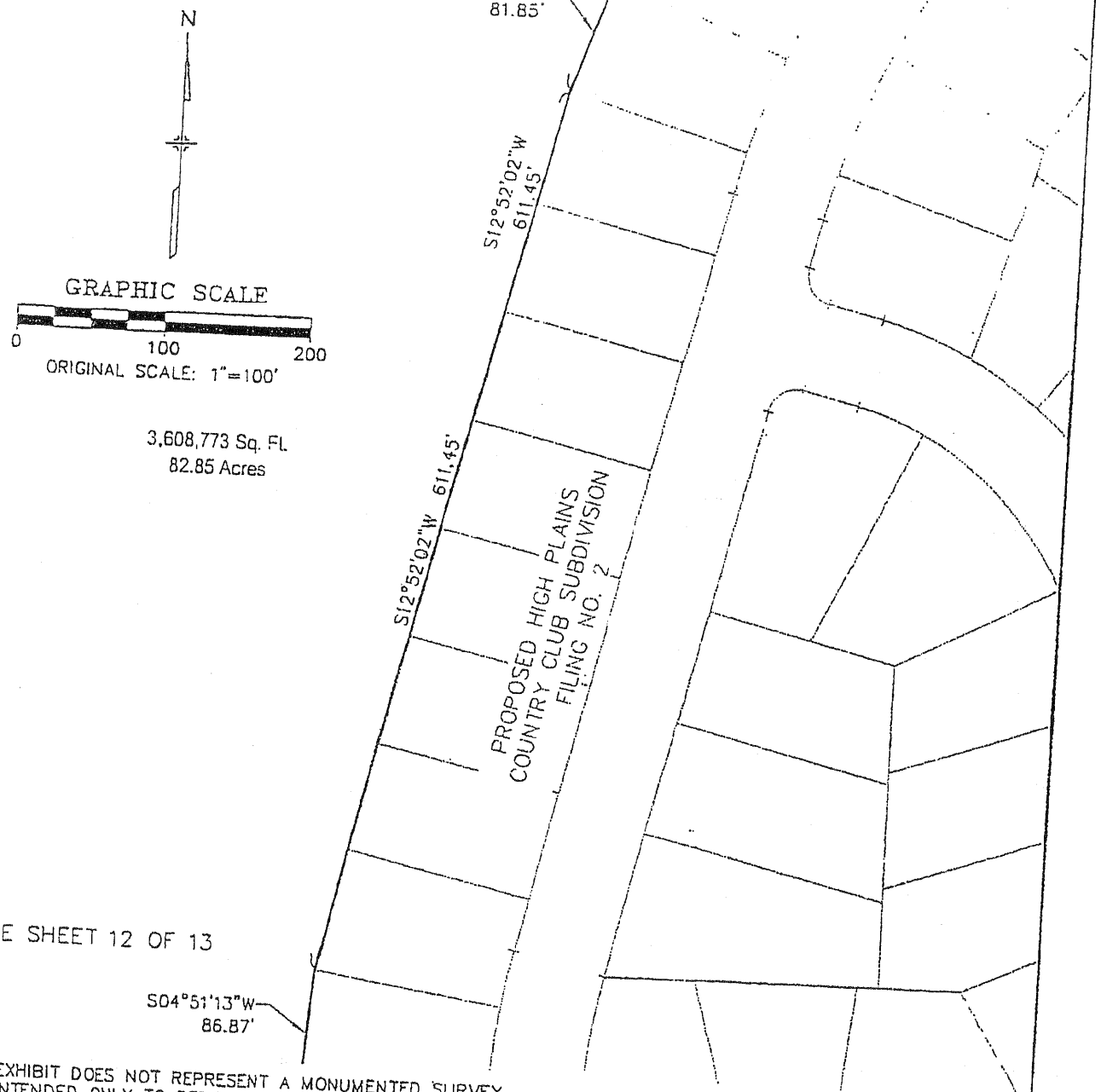
PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	187003331
DATE.	3-10-2005
CAD OPR..	DLH
SHEET:	10 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 11 OF 13

SEE SHEET 10 OF 13



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V:\52870\active\00001\871\EXHIBITS\GOLF-ESMTS\golf_course_2.dwg

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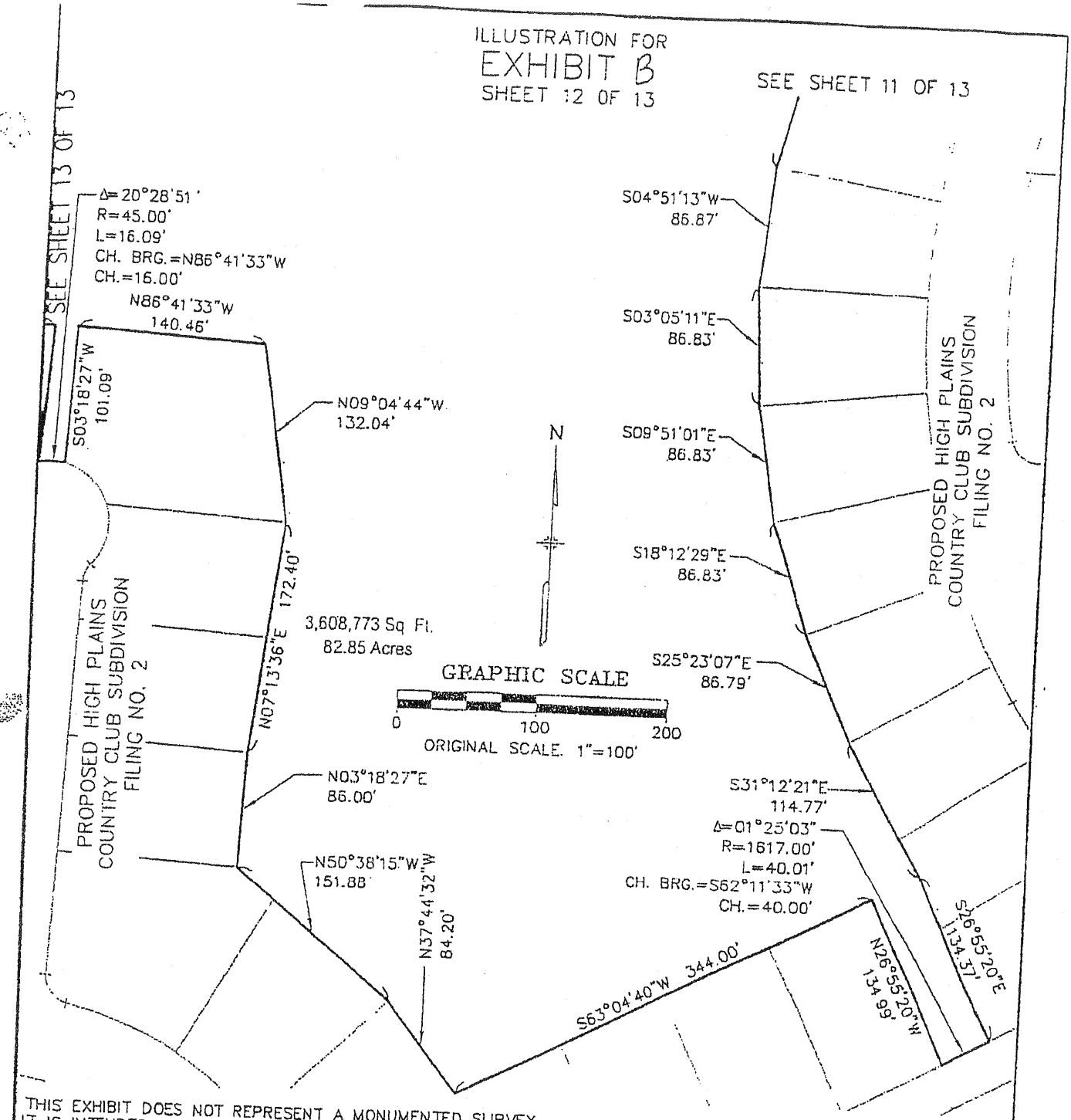
PARCEL DESCRIPTION

LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO..	187003331
DATE:	3-10-2005
CAD OPR..	DLH
SHEET:	11 OF 13

ILLUSTRATION FOR
EXHIBIT B
SHEET 12 OF 13



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PARCEL DESCRIPTION

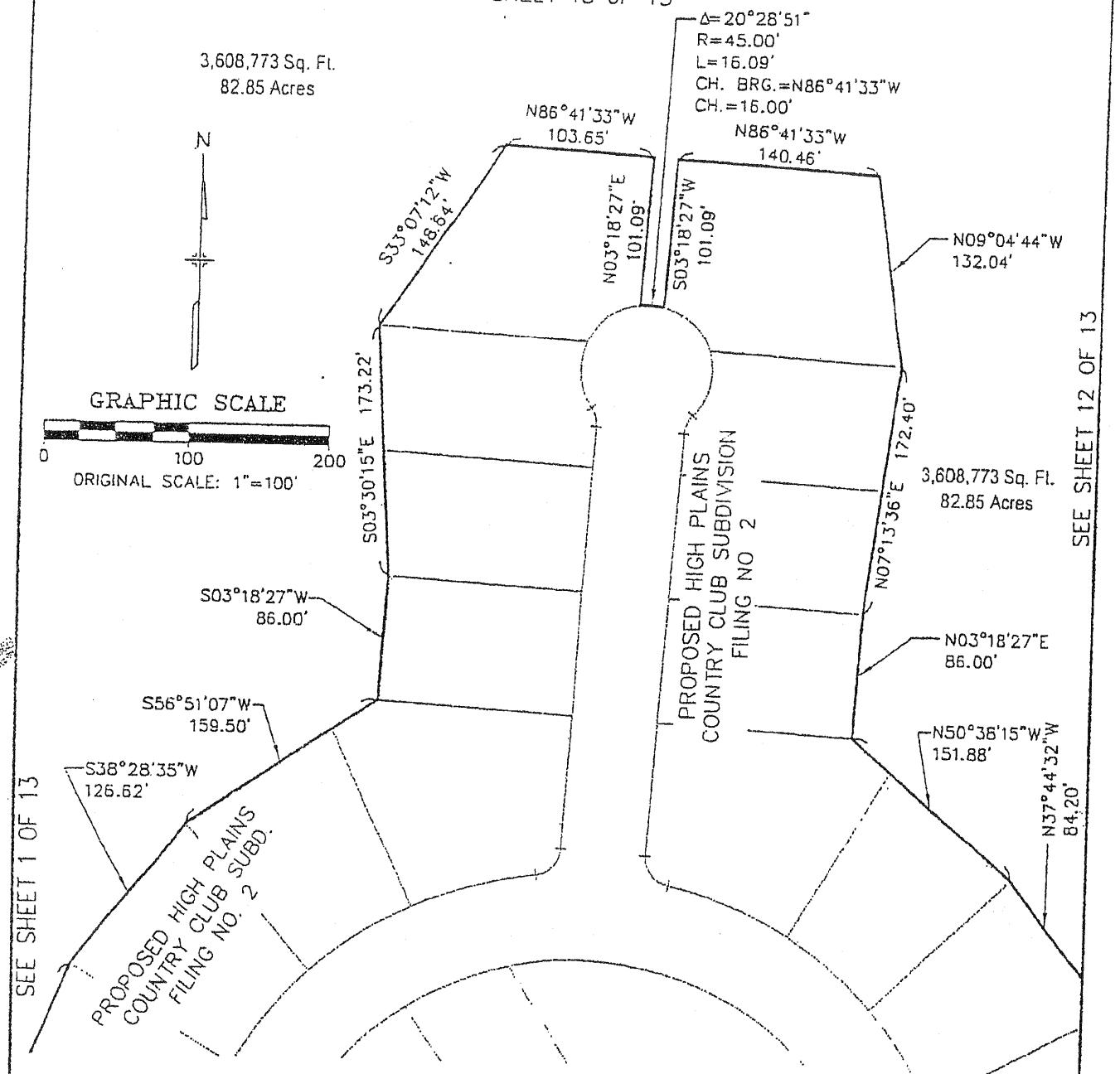
LOCATED IN SEC. 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3-10-2005
CAD OPR.:	DLH
SHEET:	12 OF 13

ILLUSTRATION FOR

EXHIBIT B

SHEET 13 OF 13



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PARCEL DESCRIPTION

LOCATED IN SEC 33, T5S, R65W OF THE SIXTH PRINCIPAL MERIDIAN CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3-10-2005	
CAD OPR.:	SHEET:
DLH	13 OF 13

EXHIBIT B

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS S 89°50'18" E ACCORDING TO THE PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 AS DESCRIBED UNDER RECEPTION NUMBER B4216152 OF THE ARAPAHOE COUNTY RECORDS;
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE S 16°07'04" E, A DISTANCE OF 536.00 FEET TO THE POINT OF BEGINNING;
THENCE N 52°54'58" E, A DISTANCE OF 515.00 FEET;
THENCE S 37°05'02" E, A DISTANCE OF 780.07 FEET;
THENCE N 55°41'57" E, A DISTANCE OF 782.08 FEET;
THENCE N 69°18'34" E, A DISTANCE OF 237.18 FEET;
THENCE N 20°41'26" W, A DISTANCE OF 107.45 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°05'17", A RADIUS OF 218.00 FEET, AND AN ARC LENGTH OF 45.99 FEET, THE CHORD OF WHICH BEARS N 84°07'04" E, A DISTANCE OF 45.91 FEET;
THENCE S 89°50'18" E, A DISTANCE OF 150.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 31°07'12", A RADIUS OF 218.00 FEET, AND AN ARC LENGTH OF 118.41 FEET;
THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°15'22", A RADIUS OF 85.00 FEET, AND AN ARC LENGTH OF 30.05 FEET;
THENCE S 38°27'43" E, A DISTANCE OF 97.49 FEET TO A POINT ON THE WESTERLY BOUNDARY OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 AS DESCRIBED UNDER RECEPTION NUMBER B4216152 OF THE ARAPAHOE COUNTY RECORDS;
THENCE ALONG SAID WESTERLY BOUNDARY OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 THE FOLLOWING SEVEN (7) COURSES:

1. S 47°23'38" W, A DISTANCE OF 864.86 FEET;
2. S 10°02'36" W, A DISTANCE OF 17.88 FEET;
3. S 42°36'22" E, A DISTANCE OF 124.15 FEET;
4. S 47°23'38" W, A DISTANCE OF 14.58 FEET;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°53'39", A RADIUS OF 493.00 FEET, AND AN ARC LENGTH OF 291.64 FEET;
6. S 13°29'59" W, A DISTANCE OF 667.37 FEET;
7. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°28'40" A RADIUS OF 617.00 FEET, AND AN ARC LENGTH OF 134.37 FEET;

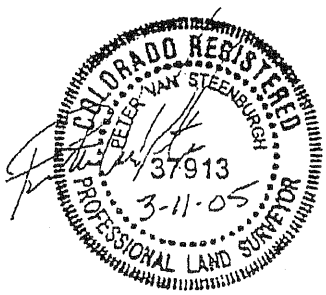
THENCE N 76°30'01" W, A DISTANCE OF 605.43 FEET;
THENCE N 13°29'59" E, A DISTANCE OF 468.63 FEET;
THENCE N 37°05'02" W, A DISTANCE OF 1178.91 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 1,578,318 SQUARE FEET OR 36.233 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER VAN STEENBURGH, PLS 37913
FOR AND ON BEHALF OF
STANTEC CONSULTING INC.



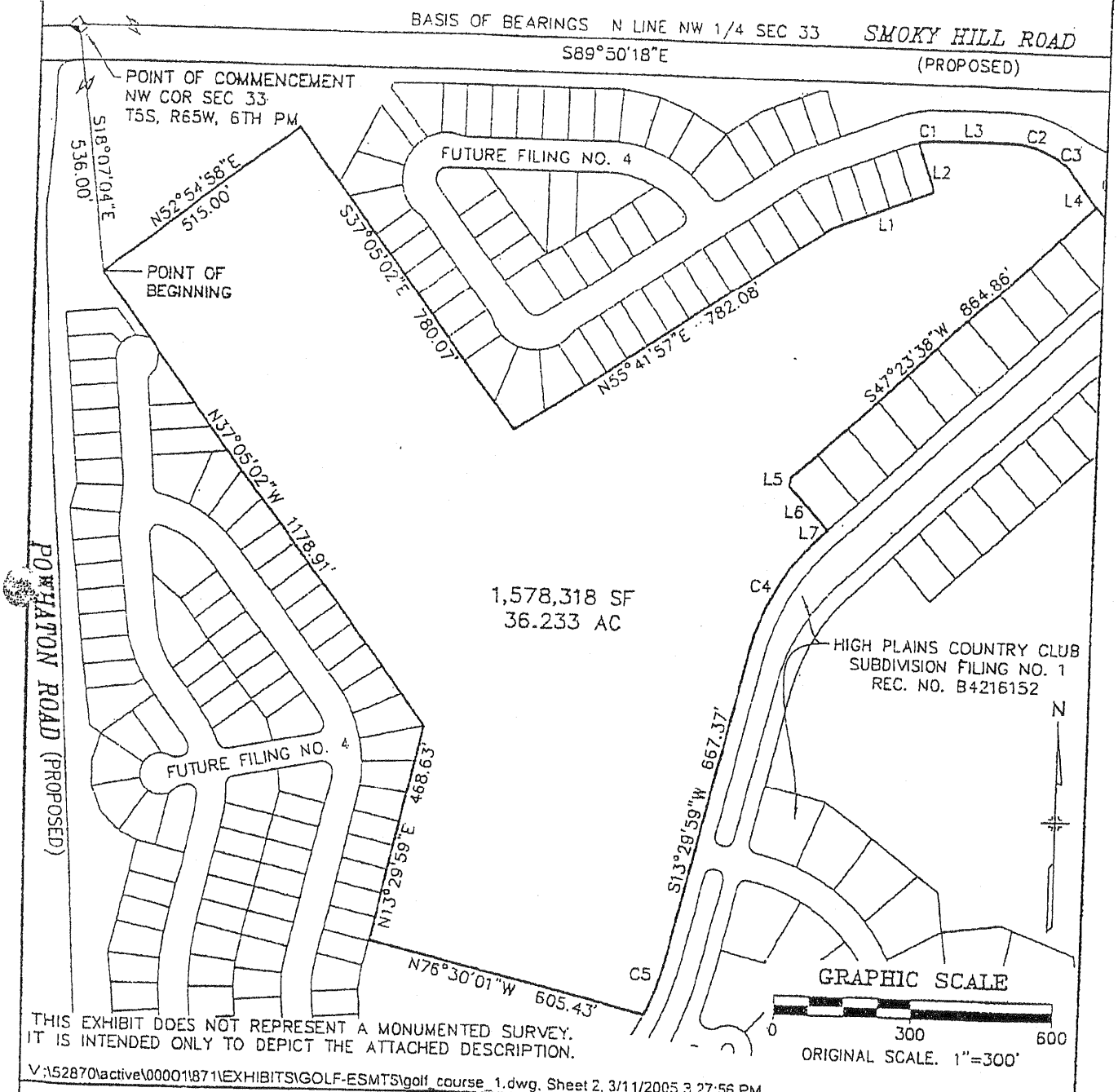
Stantec Consulting Inc.
2135 South Cherry St. Ste 310
Denver, CO
80222
Tel. 303.758.4058
Fax. 303.758.4828
www.stantec.com

PARCEL DESCRIPTION

LOCATED IN THE NW 1/4 OF SEC 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	1 OF 3

EXHIBIT B



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

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2135 South Cherry St. Ste 310
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80222
Tel. 303.758.4058
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PARCEL DESCRIPTION

LOCATED IN THE NW 1/4 OF SEC 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3/10/05
CAD OPR.:	GF
SHEET:	2 OF 3

EXHIBIT B

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N69°18'34"E	237.18'
L2	N20°41'26"W	107.45'
L3	S89°50'18"E	150.74'
L4	N38°27'43"W	97.49'
L5	S10°02'36"W	17.88'
L6	S42°36'22"E	124.15'
L7	S47°23'38"W	14.58'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	12°05'17"	218.00'	45.99'	N84°07'04"E	45.91'
C2	31°07'12"	218.00'	118.41'	S74°16'42"E	116.96'
C3	20°15'22"	85.00'	30.05'	S48°35'25"E	29.89'
C4	33°53'39"	493.00'	291.64'	S30°26'48"W	287.41'
C5	12°28'41"	617.00'	134.37'	S19°44'19"W	134.11

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PARCEL DESCRIPTION

LOCATED IN THE NW 1/4 OF SEC 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	3 OF 3

EXHIBIT B

PROPERTY DESCRIPTION

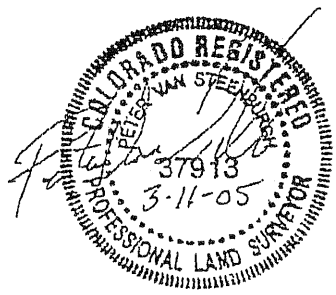
TRACT K, HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 AS DESCRIBED UNDER RECEPTION NUMBER B4216152 OF THE ARAPAHOE COUNTY RECORDS;

CONTAINING AN AREA OF 776,631 SQUARE FEET OR 17.829 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

PETER VAN STEENBURGH, PLS 37913
FOR AND ON BEHALF OF
STANTEC CONSULTING INC.



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2135 South Cherry St. Ste 310
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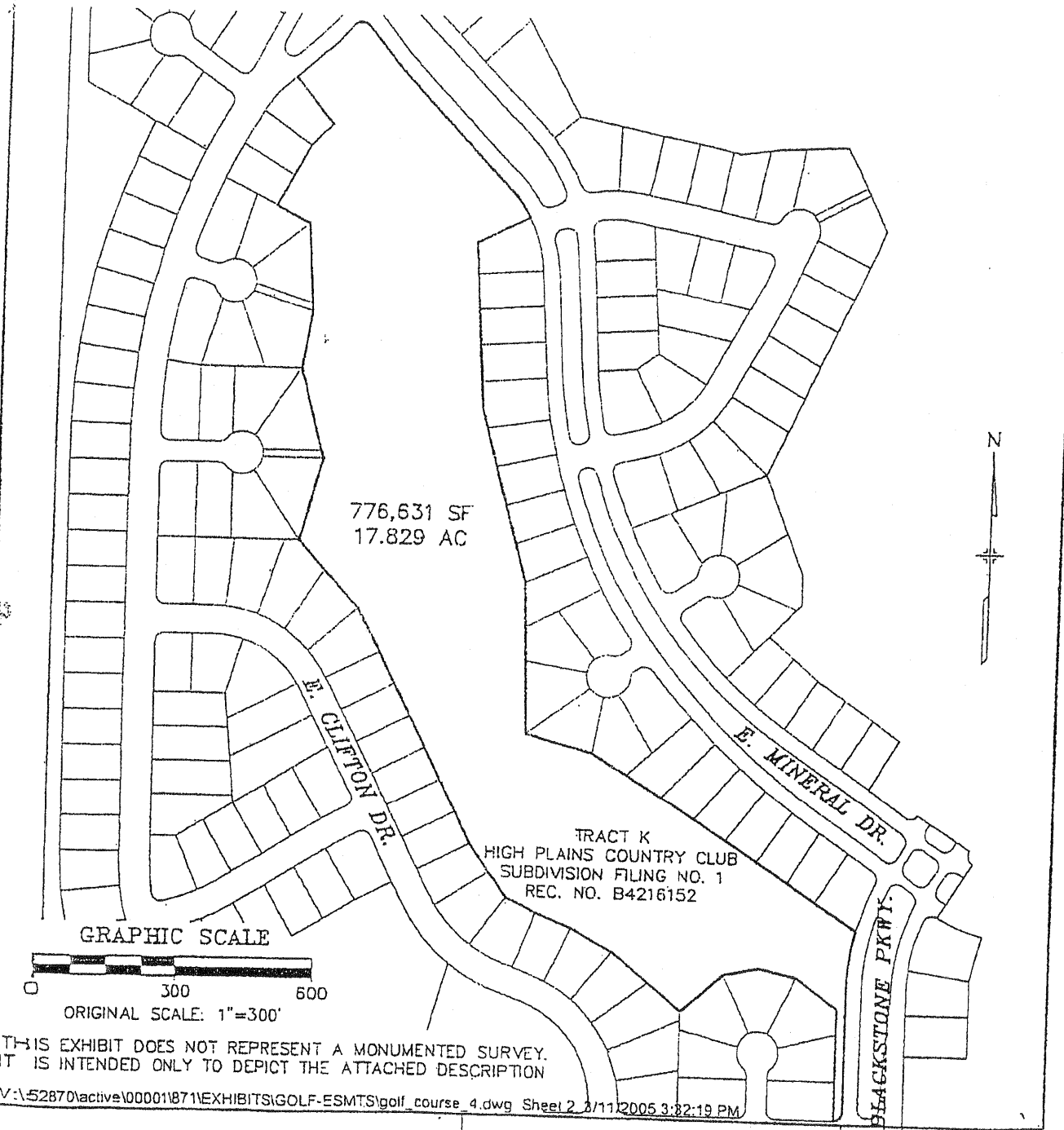
Tel. 303.758.4058
Fax. 303.758.4828
www.stantec.com

PARCEL DESCRIPTION

LOCATED IN THE SW 1/4 OF SEC 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	1 OF 2

EXHIBIT B



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PARCEL DESCRIPTION

LOCATED IN THE SW 1/4 OF SEC 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3/10/05
CAD OPR.:	GF
SHEET:	2 OF 2

EXHIBIT B

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS N 89°59'54" W ACCORDING TO THE PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 AS DESCRIBED UNDER RECEPTION NUMBER B4216152 OF THE ARAPAHOE COUNTY RECORDS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33;
THENCE N 00°00'13" W, A DISTANCE OF 57.00 FEET TO THE POINT OF BEGINNING;

THENCE N 89°59'54" W, ALONG A LINE 57.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 579.01 FEET TO THE SOUTHEAST CORNER OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 AS DESCRIBED UNDER RECEPTION NUMBER B4216152 OF THE ARAPAHOE COUNTY RECORDS;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°59'45", A RADIUS OF 25.00 FEET, AND AN ARC LENGTH OF 39.27 FEET;
2. N 00°00'09" W, A DISTANCE OF 323.29 FEET;
3. S 89°59'54" E, A DISTANCE OF 137.48 FEET;
4. N 00°01'21" W, A DISTANCE OF 121.16 FEET;

THENCE S 75°16'50" E, A DISTANCE OF 159.36 FEET;
THENCE S 70°10'47" E, A DISTANCE OF 231.10 FEET;
THENCE N 89°54'52" E, A DISTANCE OF 73.80 FEET;
THENCE N 07°42'33" E, A DISTANCE OF 112.68 FEET;
THENCE S 70°10'47" E, A DISTANCE OF 251.37 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°45'08", A RADIUS OF 2032.00 FEET, AND AN ARC LENGTH OF 204.00 FEET;
THENCE S 75°55'55" E, A DISTANCE OF 399.97 FEET;
THENCE S 14°04'05" W, A DISTANCE OF 128.59 FEET;
THENCE S 00°00'32" E, A DISTANCE OF 95.65 FEET;
THENCE S 89°59'28" W, ALONG A LINE 57.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 782.13 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 499,847 SQUARE FEET OR 11.475 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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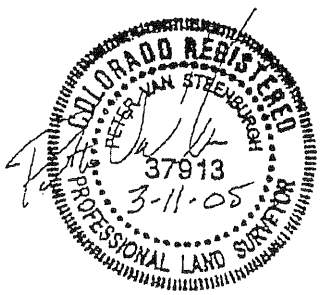
FOR AND ON BEHALF OF
STANTEC CONSULTING INC.



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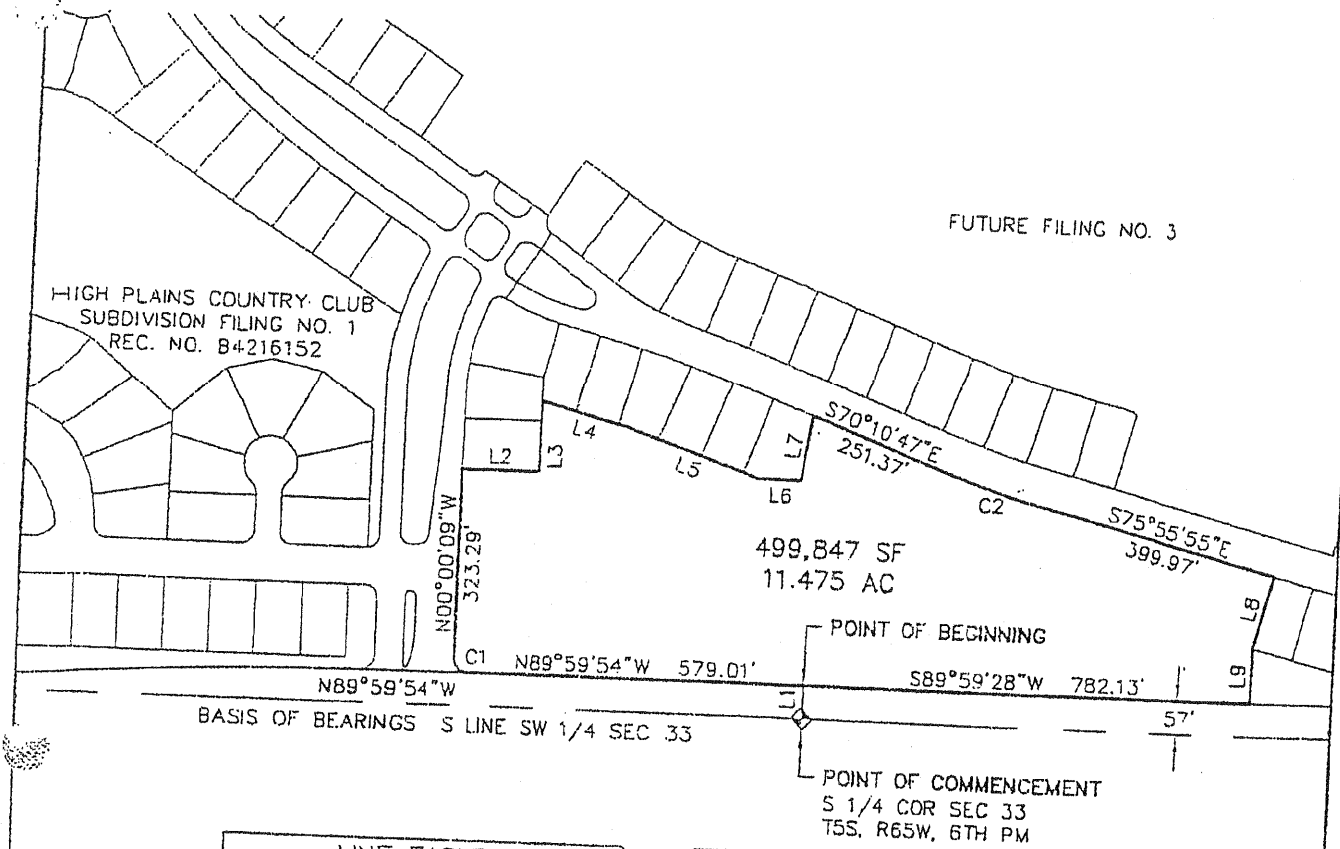
PARCEL DESCRIPTION

LOCATED IN THE S 1/2 OF SEC 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	187003331
DATE.	3/10/05
CAD OPR.: GF	SHEET: 1 OF 2

EXHIBIT B
SHEET 1 OF 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'13"W	57.00'
L2	S89°59'54"E	137.48'
L3	N00°01'21"W	121.16'
L4	S75°16'50"E	159.36'
L5	S70°10'47"E	231.10'
L6	N89°54'52"E	73.80'
L7	N07°42'33"E	112.68'
L8	S14°04'05"W	128.59'
L9	S00°00'32"E	95.65'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	89°59'45"	25.00'	39.27'
C2	5°45'08"	2032.00'	204.00'

N

GRAPHIC SCALE

0 300 600

ORIGINAL SCALE: 1"=300'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

V:\52870\active\00001\871\EXHIBITS\GOLF-ESMTS\golf_course_3.dwg, Sheet 2, 3/11/2005 3:33:35 PM

Stantec Consulting Inc.
2135 South Cherry St. Ste 310
Denver, CO
80222
Tel. 303.758.4058
Fax. 303.758.4828
www.stantec.com

PARCEL DESCRIPTION

LOCATED IN THE S 1/2 OF SEC 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	2 OF 2

EXHIBIT B

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS S 89°50'18" E ACCORDING TO THE PLAT OF HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1 AS DESCRIBED UNDER RECEPTION NUMBER B4216152 OF THE ARAPAHOE COUNTY RECORDS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33;
THENCE S 03°40'49" W, A DISTANCE OF 72.14 FEET TO THE NORTHEAST CORNER OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO 1 AND THE POINT OF BEGINNING;

THENCE S 89°49'48" E, ALONG A LINE 72.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 1848.71 FEET;
THENCE S 85°32'27" E, A DISTANCE OF 160.45 FEET;
THENCE S 89°49'48" E, ALONG A LINE 84.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 559.38 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°44'03", A RADIUS OF 25.00 FEET, AND AN ARC LENGTH OF 39.59 FEET;
THENCE S 00°54'16" W, ALONG A LINE 72.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 531.75 FEET;
THENCE N 89°05'44" W, A DISTANCE OF 130.00 FEET;
THENCE S 00°54'16" W, ALONG A LINE 202.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 152.00 FEET;
THENCE S 89°05'44" E, A DISTANCE OF 130.00 FEET;
THENCE S 00°54'16" W, ALONG A LINE 72.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 1789.31 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AND AN ARC LENGTH OF 39.27 FEET;
THENCE N 89°05'44" W, A DISTANCE OF 179.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°52'12", A RADIUS OF 20.00 FEET, AND AN ARC LENGTH OF 12.87 FEET;
THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62°01'50", A RADIUS OF 45.00 FEET, AND AN ARC LENGTH OF 48.72 FEET;
THENCE N 49°02'49" W, A DISTANCE OF 132.52 FEET;
THENCE S 23°43'06" W, A DISTANCE OF 136.70 FEET;
THENCE S 05°24'10" E, A DISTANCE OF 150.91 FEET;
THENCE S 10°27'50" W, A DISTANCE OF 58.00 FEET;
THENCE S 29°39'15" W, A DISTANCE OF 58.68 FEET;
THENCE S 46°52'58" W, A DISTANCE OF 65.27 FEET;
THENCE S 48°30'59" W, A DISTANCE OF 93.58 FEET;
THENCE S 26°46'57" W, A DISTANCE OF 67.61 FEET;
THENCE S 16°41'06" W, A DISTANCE OF 597.98 FEET;
THENCE S 24°38'19" W, A DISTANCE OF 55.47 FEET;
THENCE S 40°07'39" W, A DISTANCE OF 476.36 FEET;
THENCE S 43°40'27" W, A DISTANCE OF 63.56 FEET;
THENCE S 54°06'12" W, A DISTANCE OF 371.05 FEET;
THENCE S 52°22'46" W, A DISTANCE OF 80.26 FEET;
THENCE S 40°33'02" W, A DISTANCE OF 87.39 FEET;
THENCE S 28°36'53" W, A DISTANCE OF 88.16 FEET;
THENCE S 16°13'10" W, A DISTANCE OF 87.59 FEET;
THENCE S 10°02'31" W, A DISTANCE OF 384.04 FEET;
THENCE N 75°55'55" W, A DISTANCE OF 409.05 FEET;

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PARCEL DESCRIPTION

LOCATED IN SECTION 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	1 OF 7

EXHIBIT B

PROPERTY DESCRIPTION
CONTINUED

THENCE N 14°04'05" E, A DISTANCE OF 130.77 FEET;
THENCE N 41°08'20" W, A DISTANCE OF 7.41 FEET;
THENCE N 75°55'55" W, A DISTANCE OF 86.00 FEET;
THENCE N 74°25'01" W, A DISTANCE OF 80.28 FEET;
THENCE N 71°57'03" W, A DISTANCE OF 80.99 FEET,
THENCE N 70°10'47" W, A DISTANCE OF 516.00 FEET,
THENCE N 64°00'55" W, A DISTANCE OF 83.76 FEET,
THENCE N 55°42'46" W, A DISTANCE OF 195.68 FEET;
THENCE N 32°58'49" E, A DISTANCE OF 215.80 FEET;
THENCE S 57°01'11" E, A DISTANCE OF 107.82 FEET;
THENCE N 83°54'10" E, A DISTANCE OF 78.79 FEET;
THENCE N 22°48'11" E, A DISTANCE OF 62.76 FEET
THENCE S 81°55'47" E, A DISTANCE OF 196.77 FEET;
THENCE N 88°04'21" E, A DISTANCE OF 96.72 FEET;
THENCE N 82°48'09" E, A DISTANCE OF 99.03 FEET;
THENCE N 63°05'23" E, A DISTANCE OF 167.91 FEET;
THENCE S 26°55'20" E, A DISTANCE OF 143.38 FEET;
THENCE S 64°34'23" E, A DISTANCE OF 149.39 FEET;
THENCE N 71°32'40" E, A DISTANCE OF 155.07 FEET;
THENCE N 15°24'25" E, A DISTANCE OF 156.47 FEET;
THENCE N 26°55'20" W, A DISTANCE OF 616.82 FEET;
THENCE N 63°04'40" E, A DISTANCE OF 218.93 FEET;
THENCE S 26°33'34" E, A DISTANCE OF 129.22 FEET;
THENCE S 47°47'20" E, A DISTANCE OF 259.11 FEET;
THENCE S 51°47'09" E, A DISTANCE OF 164.24 FEET;
THENCE N 69°56'58" E, A DISTANCE OF 177.21 FEET;
THENCE N 31°04'42" E, A DISTANCE OF 269.31 FEET;
THENCE N 35°07'52" E, A DISTANCE OF 181.04 FEET;
THENCE N 17°44'52" E, A DISTANCE OF 118.51 FEET;
THENCE N 01°29'01" E, A DISTANCE OF 129.04 FEET;
THENCE N 13°18'11" W, A DISTANCE OF 118.04 FEET;
THENCE N 29°41'55" E, A DISTANCE OF 100.77 FEET;
THENCE N 36°02'45" E, A DISTANCE OF 167.67 FEET;
THENCE N 27°40'04" E, A DISTANCE OF 176.97 FEET;
THENCE N 19°11'37" E, A DISTANCE OF 92.90 FEET;
THENCE N 16°57'54" E, A DISTANCE OF 83.76 FEET;
THENCE N 12°56'29" E, A DISTANCE OF 83.76 FEET;
THENCE N 08°55'04" E, A DISTANCE OF 125.74 FEET;
THENCE N 00°52'14" E, A DISTANCE OF 125.74 FEET;
THENCE N 52°14'00" E, A DISTANCE OF 177.65 FEET;
THENCE N 29°47'53" E, A DISTANCE OF 204.42 FEET;
THENCE N 11°37'14" W, A DISTANCE OF 138.65 FEET;
THENCE N 58°45'45" W, A DISTANCE OF 172.59 FEET;
THENCE N 37°43'17" E, A DISTANCE OF 198.86 FEET;
THENCE N 34°36'47" E, A DISTANCE OF 113.72 FEET;
THENCE N 05°51'27" E, A DISTANCE OF 63.56 FEET;
THENCE N 20°59'38" W, A DISTANCE OF 113.96 FEET;
THENCE N 42°00'39" W, A DISTANCE OF 16.00 FEET;
THENCE N 62°54'33" W, A DISTANCE OF 107.13 FEET;
THENCE S 84°44'43" W, A DISTANCE OF 53.73 FEET;

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PARCEL DESCRIPTION

LOCATED IN SECTION 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	2 OF 7

EXHIBIT B

PROPERTY DESCRIPTION
CONTINUED

THENCE N 01°40'22" W, A DISTANCE OF 290.43 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00" A RADIUS OF 45.00 FEET, AND AN ARC LENGTH OF 70.69 FEET, THE CHORD OF WHICH BEARS N 09°12'34" W, A DISTANCE OF 63.64 FEET;
THENCE N 35°47'26" E, A DISTANCE OF 130.00 FEET;
THENCE N 54°12'34" W, A DISTANCE OF 376.33 FEET;
THENCE N 62°23'12" W, A DISTANCE OF 99.99 FEET;
THENCE N 74°16'43" W, A DISTANCE OF 101.99 FEET;
THENCE S 86°42'00" W, A DISTANCE OF 340.52 FEET;
THENCE S 69°41'18" W, A DISTANCE OF 106.80 FEET;
THENCE S 56°38'10" W, A DISTANCE OF 170.79 FEET;
THENCE N 73°25'22" W, A DISTANCE OF 166.72 FEET;
THENCE N 78°57'11" W, A DISTANCE OF 357.14 FEET;
THENCE N 89°31'07" W, A DISTANCE OF 36.95 FEET;
THENCE S 15°05'08" W, A DISTANCE OF 120.36 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'15", A RADIUS OF 1132.00 FEET, AND AN ARC LENGTH OF 398.19 FEET, THE CHORD OF WHICH BEARS N 64°50'15" W, A DISTANCE OF 396.14 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID HIGH PLAINS COUNTRY CLUB SUBDIVISION FILING NO. 1;
THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES:

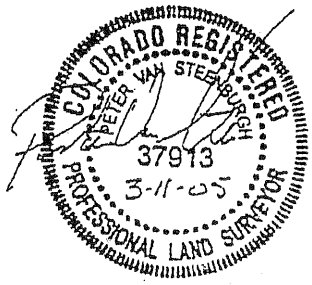
1. ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 83°53'43", A RADIUS OF 20.00 FEET, AND AN ARC LENGTH OF 29.28 FEET;
2. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°58'24", A RADIUS OF 517.65 FEET, AND AN ARC LENGTH OF 251.04 FEET;
3. N 00°09'42" E, A DISTANCE OF 34.62 FEET;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AND AN ARC LENGTH OF 39.27 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 4,117,306 SQUARE FEET OR 94.520 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER VAN STEENBURGH, PLS 37913
FOR AND ON BEHALF OF
STANTEC CONSULTING INC.



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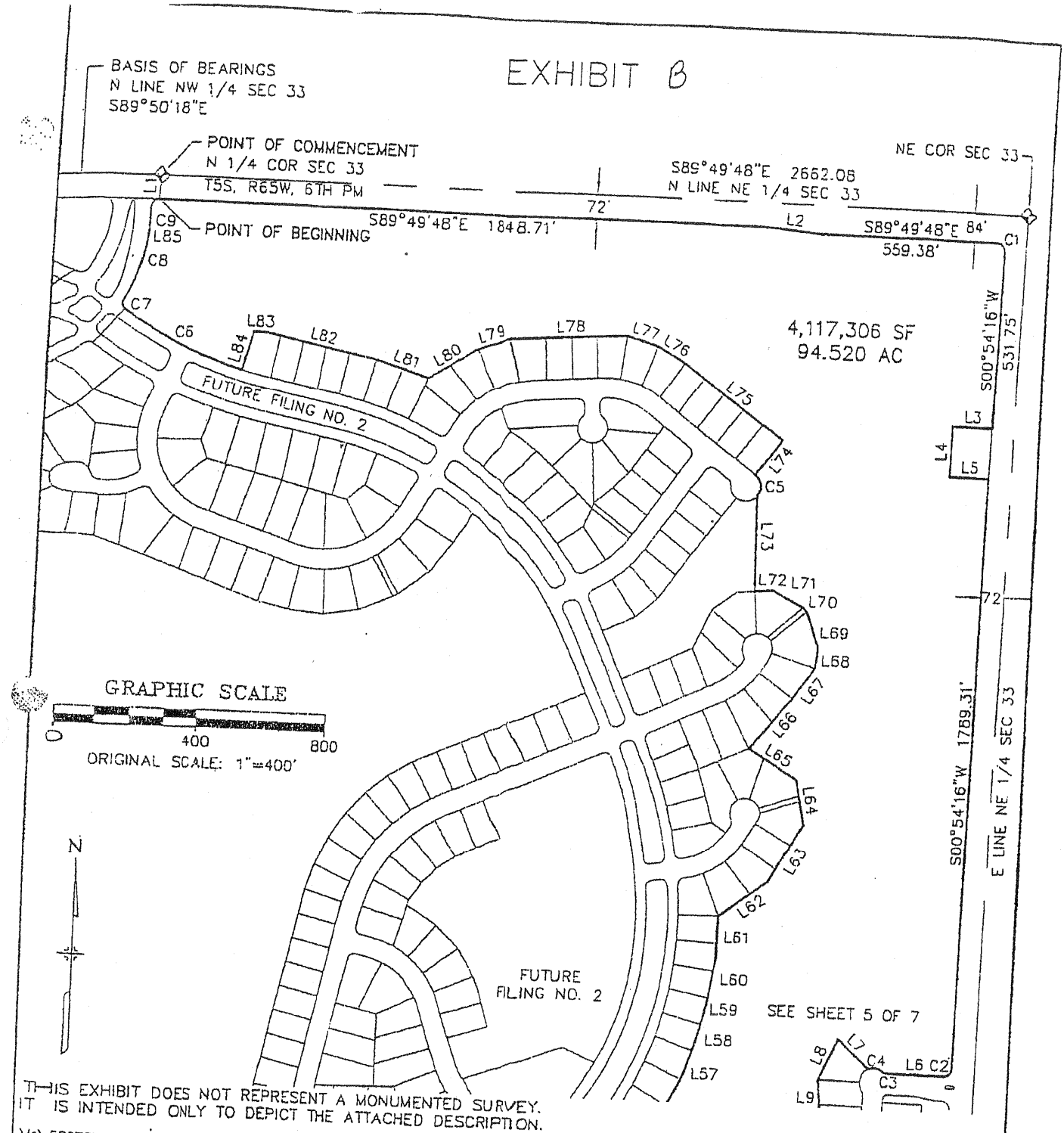
PARCEL DESCRIPTION

LOCATED IN SECTION 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3/10/05
CAD DPR.: GF	SHEET: 3 OF 7

EXHIBIT B



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

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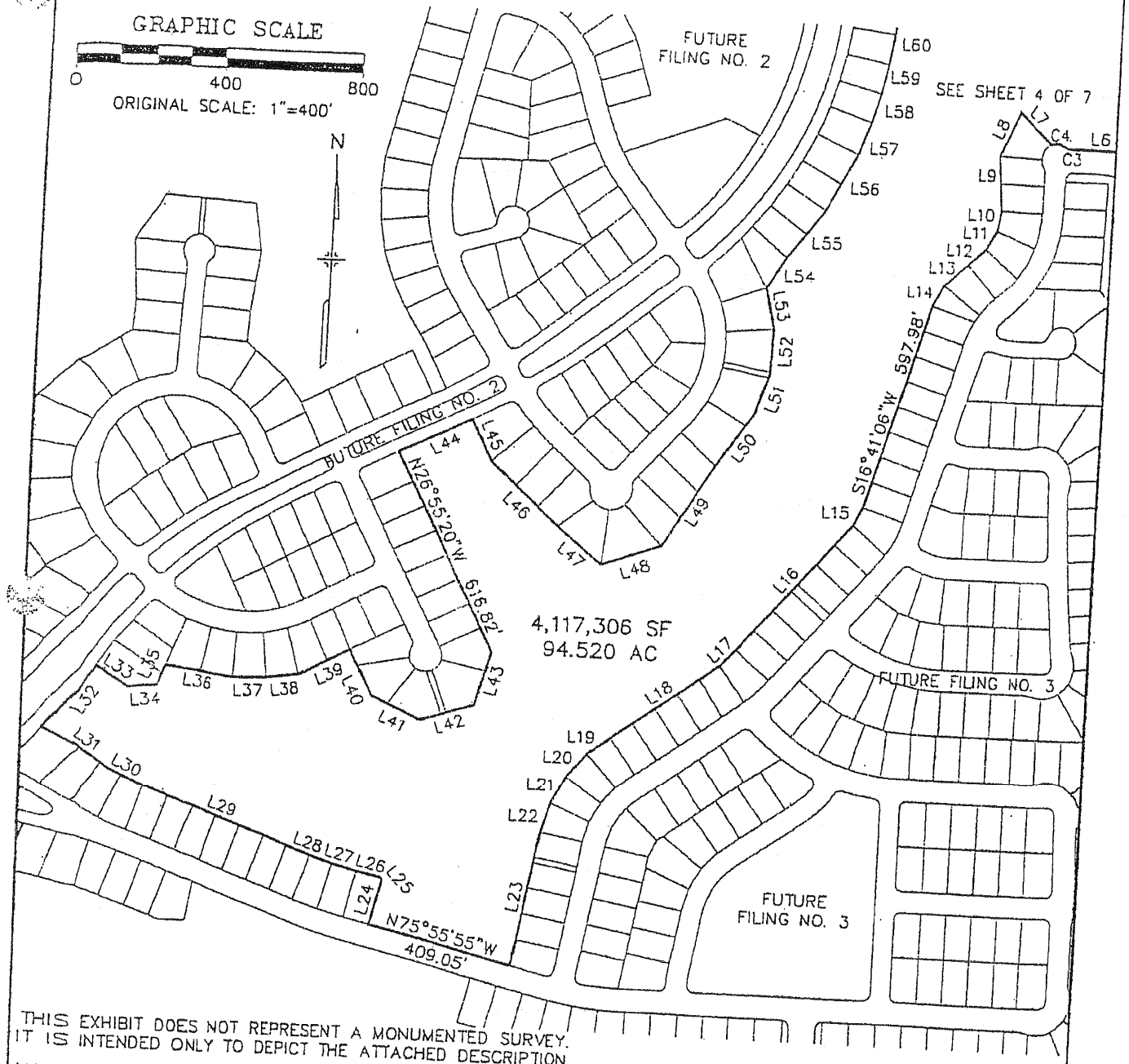
PARCEL DESCRIPTION

LOCATED IN SECTION 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	187003331
DATE:	3/10/05
CAD OPR.:	GF
SHEET:	4 OF 7

EXHIBIT B



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

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PARCEL DESCRIPTION

LOCATED IN SECTION 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3/10/05	
CAD OPR..	SHEET.
GF	5 OF 7

EXHIBIT B

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°40'49"W	72.14'
L2	S85°32'27"E	160.45'
L3	N89°05'44"W	130.00'
L4	S00°54'16"W	152.00'
L5	S89°05'44"E	130.00'
L6	N89°05'44"W	179.04'
L7	N49°02'49"W	132.52'
L8	S23°43'06"W	136.70'
L9	S05°24'10"E	150.91'
L10	S10°27'50"W	58.00'
L11	S29°39'15"W	58.66'
L12	S46°52'58"W	65.27'
L13	S48°30'59"W	93.58'
L14	S26°46'57"W	67.61'
L15	S24°38'19"W	55.47'
L16	S40°07'39"W	476.36'
L17	S43°40'27"W	53.56'
L18	S54°06'12"W	371.05'
L19	S52°22'46"W	80.26'
L20	S40°33'02"W	87.39'
L21	S28°36'53"W	88.16'
L22	S16°13'10"W	87.59'
L23	S10°02'31"W	384.04'
L24	N14°04'05"E	130.77'
L25	N41°08'20"W	7.41'
L26	N75°55'55"W	66.00'
L27	N74°25'01"W	80.28'
L28	N71°57'03"W	80.99'
L29	N70°10'47"W	516.00'
L30	N64°00'55"W	83.76'
L31	N55°42'46"W	195.68'
L32	N32°58'49"E	215.80'
L33	S57°01'11"E	107.82'
L34	N83°54'10"E	78.79'
L35	N22°48'11"E	62.76'
L36	S81°55'47"E	196.77'
L37	N88°04'21"E	96.72'
L38	N82°48'09"E	99.03'
L39	N63°05'23"E	167.91'
L40	S26°55'20"E	143.38'
L41	S64°34'23"E	149.39'
L42	N71°32'40"E	155.07'

LINE TABLE		
LINE	BEARING	DISTANCE
L43	N15°24'25"E	156.47'
L44	N63°04'40"E	218.93'
L45	S26°33'34"E	129.22'
L46	S47°47'20"E	259.17'
L47	S51°47'09"E	164.24'
L48	N69°56'58"E	177.21'
L49	N31°04'42"E	269.31'
L50	N35°07'52"E	181.04'
L51	N17°44'52"E	118.51'
L52	N01°29'01"E	129.04'
L53	N13°18'11"W	118.04'
L54	N29°41'55"E	100.77'
L55	N36°02'45"E	167.67'
L56	N27°40'04"E	176.97'
L57	N19°11'37"E	92.90'
L58	N16°57'54"E	83.76'
L59	N12°56'29"E	83.76'
L60	N08°55'04"E	125.74'
L61	N00°52'14"E	125.74'
L62	N52°14'00"E	177.65'
L63	N29°47'53"E	204.42'
L64	N11°37'14"W	138.65'
L65	N58°45'45"W	172.59'
L66	N37°43'17"E	198.86'
L67	N34°36'47"E	113.72'
L68	N05°51'27"E	63.56'
L69	N20°59'38"W	113.96'
L70	N42°00'39"W	16.00'
L71	N62°54'33"W	107.13'
L72	S84°44'43"W	53.73'
L73	N01°40'22"W	290.43'
L74	N35°47'26"E	130.00'
L75	N54°12'34"W	376.33'
L76	N62°23'12"W	99.99'
L77	N74°16'43"W	101.99'
L78	S86°42'00"W	340.52'
L79	S69°41'18"W	106.80'
L80	S56°38'10"W	170.79'
L81	N73°25'22"W	166.72'
L82	N78°57'11"W	357.14'
L83	N89°31'07"W	36.95'
L84	S15°05'08"W	120.36'
L85	N00°09'42"E	34.62'

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PARCEL DESCRIPTION

LOCATED IN SECTION 33
T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	6 OF 7

EXHIBIT B

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	DISTANCE
C1	90°44'03"	25.00'	39.59'	S44°27'46"E	35.58'
C2	90°00'00"	25.00'	39.27'	S45°54'16"W	35.36'
C3	36°52'12"	20.00'	12.87'	N70°39'39"W	12.65'
C4	62°01'50"	45.00'	48.72'	N83°14'28"W	46.37'
C5	90°00'00"	45.00'	70.69'	N09°12'34"W	63.64'
C6	20°09'15"	1132.00'	398.19'	N64°50'15"W	396.14'
C7	83°53'43"	20.00'	29.28'	N12°48'46"W	26.74'
C8	28°58'24"	496.45'	251.04'	N14°38'54"E	248.38'
C9	90°00'00"	25.00'	39.27'	N45°09'42"E	35.36'

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PARCEL DESCRIPTION

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T5S, R65W OF THE 6TH PM
COUNTY OF ARAPAHOE
STATE OF COLORADO

PROJECT NO.:	
187003331	
DATE:	
3/10/05	
CAD OPR.:	SHEET:
GF	7 OF 7

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B6170752
Receipt #: 5310145 Recording Fee: $11.00
Pages Recorded: 2
Date Recorded: 12/5/2006 8:28:34 AM

FIRST AMENDEMENT TO PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENTIAL SOCIAL MEMBERSHIPS

This First Amendment To Protective Covenants For Blackstone And Mandatory Residential Social Memberships (the "Amendment") is dated and effective as of November, 17, 2006.

RECITALS

WHEREAS, these Protective Covenants For Blackstone And Mandatory Resident Social Memberships (the "Restrictions") were made and entered into August 29, 2005 by LENNAR COLORADO, LLC, a Colorado limited liability company ("Developer"), and recorded with the Arapahoe County Clerk and Recorder, Reception # B5158103.

WHEREAS, Section 1.14 of the Restrictions allows for the Restrictions to be amended and supplemented from time to time.

WHEREAS, Section 5.3.2 of the Restrictions allows the Developer to amend these Restrictions at any time from time to time, without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical, or technical errors, or to clarify any of these Restrictions or any provision hereof.

NOW THEREFORE, the Restrictions are amended as follows:

1. Section 3.14.1 of the Restrictions is hereby stricken in its entirety and replaced with the following:

Landscaping shall be installed on the side, front, and back yards of each Lot by the Owner thereof within ninety (90) days after acquisition of such Lot by such Owner if said acquisition occurs between March 1 and June 20. If such acquisition does not occur between such dates, then such landscaping shall be installed by such Owner by the following May 31, subject to delays for moratoriums imposed by any governmental entity.

2. All other sections of the Restrictions are to remain unchanged, and remain in full force and effect.

ADOPTED AND APPROVED this 22nd day of November, 2006.

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Owner of the Property, has hereunto set its hand and seal this 22nd day of November, 2006.

WHITE, BEAR & ANKELE
PROFESSIONAL CORPORATION
1805 SHEA CENTER DRIVE, SUITE 100
HIGHLANDS RANCH, CO 80129

DEVELOPER:

LENNAR COLORADO, LLC,
a Colorado limited liability company

By: _____

Its: Keith Schoonover, Vice President

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 22nd day of November, 2006, by Keith Schoonover as Vice President of Lennar Colorado, LLC, a Colorado limited liability company, Developer.

Witness my hand and official seal.

{Seal}

NICOLE FARRELL NOTARY PUBLIC STATE OF COLORADO

_____

Notary Public

My Commission expires: September 29, 2010

EPMD/COVENANTS/RMW1530112006
0622.2401.1

lease Return To:
aite, Bear & Ankele, P.C. (Nicole Mansfield)
805 Shea Center Drive, S ite 100
ighlands Ranch, CO 80129

11⁰

SECOND AMENDMENT TO PROTECTIVE COVENANTS FOR BLACKSTONE AND MANDATORY RESIDENTIAL SOCIAL MEMBERSHIPS

1-2

This Second Amendment to Protective Covenants For Blackstone And Mandatory Residential Social Memberships (the "Amendment") is dated and effective as of October 12, 2007.

RECITALS

WHEREAS, the Protective Covenants For Blackstone And Mandatory Residential Social Memberships (the "Restrictions") were made and entered into August 29, 2005 by LENNAR COLORADO, LLC, a Colorado limited liability company ("Developer"), and recorded with the Arapahoe County Clerk and Recorder on October 10, 2005, at Reception # B5158103.

WHEREAS, The First Amendment to Protective Covenants for Blackstone And Mandatory Residential Social Memberships was adopted and approved by Developer on November 22, 2006 and recorded with the Arapahoe County Clerk and Recorder on December 5, 2006, at Reception # B6170752.

WHEREAS, Section 1.14 of the Restrictions allows for the Restrictions to be amended and supplemented from time to time.

WHEREAS, Section 5.3.2 of the Restrictions allows the Developer to amend these Restrictions at any time from time to time, without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical or technical errors, or to clarify any of these Restrictions or any provision hereof.

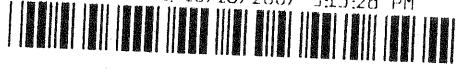
NOW THEREFORE, The Restrictions are amended as follows:

1. Section 3.14.1 of the Restrictions, as amended by the First Amendment to Protective Covenants For Blackstone And Mandatory Residential Social Memberships, is hereby stricken in its entirety and replaced with the following:

Landscaping shall be installed on the side, front, and back yards of each Lot by the Owner thereof within ninety (90) days after acquisition of such Lot by the first Owner of such Lot (other than Developer or Builder) if said acquisition occurs between March 1 and June 30. If such acquisition does not occur between such dates, then such landscaping shall be installed by such Owner by the following May 31, subject to delays for moratoriums imposed by any governmental entity.

2. All other sections of the Restrictions are to remain unchanged, and remain in full force and effect.

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B7135187
Receipt #: 5363807
Recording Fee: $11.00
Pages Recorded: 2
Date Recorded: 10/19/2007 3:13:28 PM



RECEIVED OCT 18 2007

ADOPTED AND APPROVED this 12th day of October, 2007.

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Owner of the Property, has hereunto set its hand and seal this 12th day of October, 2007.

DEVELOPER:

LENNAR COLORADO, LLC
a Colorado limited liability company

By: _____

Its: Vice President

STATE OF COLORADO)

) ss.

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 12th day of October, 2007 by David Bracht as Vice President of Lennar Colorado, LLC, a Colorado limited liability company, Developer.

Witness my hand and official seal.

{Seal}

NICOLE FARRELL NOTARY PUBLIC STATE OF COLORADO

Nicole Farrell

Notary Public

My Commission expires: 9-29-2010

EXHIBIT C

RESIDENTIAL IMPROVEMENT GUIDELINES

BLACKSTONE
High Plains Metro District

RESIDENTIAL IMPROVEMENT GUIDELINES FOR ALL LOTS

Revised:
February 9, 2005

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I. INTRODUCTION.

1.01 **Basis for Guidelines.** These Residential Improvement Guidelines are intended to assist homeowners living in **Blackstone Community** in implementing landscaping and other home improvements to their property. The Declaration of Covenants, Conditions and Restrictions of the **Blackstone High Plains Metro District** as amended, requires prior approval from the Board of Directors before the construction, installation, erection, or alteration of any structure, attachment to any structure, or landscaping of any lot in **Blackstone** shall be made. For instance, any change to existing landscaping, new landscaping, or change to the final grade of property; the construction or installation of any accessory building, patio, deck, pool, or hot tub; the demolition or removal of any building or other improvement including changing paint colors must be submitted for prior approval. In order to assist homeowners, the Architectural Review Committee intends to establish certain pre-approved designs for several types of improvements and to exempt certain improvements from the requirement for approval. This booklet contains the guidelines established by the Board of Directors with respect to residential property.

1.02 **Contents of Guidelines.** In addition to the introductory material, these Guidelines contain (A) a listing of specific types of improvements which homeowners might wish to make with specific information as to each of these types of improvements; (B) a summary of procedures for obtaining approval from the Architectural Review Committee; (C) Some helpful landscaping ideas and information.

1.03 **Architectural Review Committee.** The Architectural Review Committee consists of at least three (3) members, all of whom are appointed by the Board of Directors of the High Plains Metro District and are to review requests for architectural approval.

1.04 **Committee Address and Phone.** The address of the Committee will be same as the address of the Management Company.

COMPANY NAME	OFFICE	FACSIMILE	E-MAIL
Common Ground Property Management 7000 S. Yosemite Street #155 Centennial, CO 80112	720-488-0296	720-488-0298	dbosma@commongroundhome.com

1.05 **Effect of Community and Supplemental Declarations.** The Declaration of Covenants, Conditions and Restrictions for the High Plains Metro District is a document governing property within **Blackstone**. Particular areas or groups of lots become part of the Community Association by annexation pursuant to a document entitled Annexation of Additional Land. Copies of the Declaration including amendments are delivered to new home buyers when they purchase

their homes and are available at any time from the High Plains Metro District. Each homeowner should review and become familiar with the Declaration including amendments. Nothing in these Guidelines can supersede or alter the provisions or requirements of the Declaration and, if there is any conflict or inconsistency, the Declaration as amended will control.

1.06 **Effect of Governmental and Other Regulations.** Use of property and any improvements must comply with applicable building codes and other governmental requirements and regulations. For general information about the City of Aurora requirements, homeowners may write or call the City of Aurora Building Department at: 15151 E. Alameda Parkway, Aurora, Colorado 80012, (303) 739-7420, www.auroragov.org.

Approval by the Committee will not constitute assurance that improvements comply with applicable governmental requirements or regulations or that a permit or approvals are not also required from applicable governmental bodies.

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

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

1.08 **Goal of Guidelines.** Compliance with these Guidelines and the provisions of the Declaration of Covenants, Conditions, and Restrictions of **Blackstone High Plains Metro District**, as amended, will help preserve the inherent architectural and aesthetic quality of **Blackstone**. It is important that the improvements to property be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation with the Architectural Review Committee and neighbors will go far in creating an optimum environment, which will benefit all homeowners. By following these Guidelines and obtaining prior written approval for improvements to property from the Committee, homeowners will be protecting their financial investment and will help insure that improvements to property are compatible with standards established for **Blackstone**. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these guidelines, the Architectural Review Committee interpretation thereof shall be final and binding.

1.09 **Completion of Landscaping.** Landscaping must be completed no later than six (6) months from the closing with the exception of closings that occur between April 1 and October 1. Owners with closings that occur between April 1 and October 1 shall be required to complete landscaping before the following October1. **See Landscaping Section 4**

II. SPECIFIC TYPES OF IMPROVEMENTS-GUIDELINES.

2.01 **General.** The following is a listing, in alphabetical order, of a wide variety of specific types of improvements which homeowners typically consider installing, with pertinent information as to each. **Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted in duplicate to the Architectural Review Committee and written approval of the Committee obtained before the improvements are made.** In some cases, where it is specifically so noted, a homeowner may proceed with the improvements without advance approval if the homeowner follows the stated guideline. In some cases, where specifically stated, some types of improvements are prohibited. If you have in mind an improvement not listed below, architecture review and approval is required.

2.02 **Accessory Buildings.** Will not be permitted. **See Sheds Section 2.62**

2.03 **Additions and Expansions.** Approval is required. Additions or expansions must be constructed of wood, Masonite, glass, brick, stone, or other material resembling the material used in construction of the exterior of the home. The design must be the same or generally recognized as a complimentary architectural style and meet all Blackstone General Development Plan guidelines as may be applicable. Colors must be the same as that of the residence.

2.04 **Address Numbers.** Approval is required to replace or relocate existing address numbers.

2.05 **Advertising.** All trade signs, which includes, but not limited to, landscaping, painting, and roofing, may only be displayed while work is in progress and must be removed upon completion of the job. Realty signs, etc. **See Signs. Section 2.65.**

2.06 **Air Conditioning Equipment.** Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators. No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows. Ground mounted or exterior wall air conditioning equipment installed in the side yard must be installed in a manner so as to minimize visibility from the street and minimizes any noise to adjacent property owners and must be screened or enclosed with like materials to the home or with approved plant material.

2.07 **Antennae.** The High Plains Metro District has adopted the following rules, regulations and restrictions for the installation and maintenance of exterior antennas in the community in compliance with the FCC Rule, which became effective October 4, 1996:

A. Notification

1. Before installation of any DBS (direct broadcast satellite) satellite dish that is one (1) meter or less in diameter, MMDS (multi-channel multi-

point distribution service wireless cable) antenna that is one meter or less in diameter or diagonal measurement, or television (TBS) antenna (collectively referred to as an "antenna") is permitted, the Owner of the property where the antenna is being installed must notify the High Plains Metro District in writing using an Architectural Request Form.

B. Antenna Location

1. The primary installation location for a DBS satellite dish and MMDS antenna shall be in a location in the backyard that is shielded from view from the street(s) and adjacent residences, provided such location does not preclude reception of an acceptable quality signal.

2.08 **Awnings. See Overhangs/Awnings- Cloth or Canvas Section 2.43.**

2.09 **Balconies. See Decks Section 2.18.**

2.10 **Barbecue/Gas Grills.** All barbecue grills, smokers, etc must be maintained in the rear yard or within an enclosed structure, not visible from the front of the home.

2.11 **Basketball Backboards.** No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed and do not require approval if the following guidelines are met: 1) portable units cannot be placed in the public right of ways, streets, or sidewalks; 2) location must be at least half of the length of the driveway away from the street. This location constitutes proper placement and the unit must be kept in this location or stored out of sight.

2.12 **Birdbaths.** Approval is not required if placed in the "rear" yard and if finished height is not greater than five (5) feet including any pedestal. Placement in "front" or "side" yard is not allowed. **See Statutes and Fountains. Section 2.70.**

2.13 **Birdhouses and Bird Feeders.** Approval is not required if installed in the rear yard and the size is limited to one foot by two feet. No more than three in number, of each, shall be installed on any lot. A birdhouse or bird feeder, which is mounted on a pole, may not exceed six (6) feet in height.

2.14 **Carports.** Will not be permitted.

2.15 **Clothes Lines and Hangers.** Will not be permitted.

2.16 **Cloth or Canvas Overhangs. See Overhangs/Awnings- Cloth or Canvas Section**

2.17 **Compost.** Approval is required. Container must not be immediately visible to adjacent properties and odor must be controlled. Underground composting is not allowed.

2.18 **Decks.** Approval is required. The deck must be constructed of redwood or composite type decking products approved by the High Plains Metro District. Maintenance free (composite) decking products may be used if the decking material is consistent throughout the front, side or rear elevation of the building. The decking material must be either redwood in color or of a color that identically matches one of the exterior paint colors or the masonry on the home. The deck should be located so as not to obstruct or greatly diminish the view or create an unreasonable level of noise for adjacent property owners.

All decks with railings must have 24" pilasters at each corner and as applicable, 8' on center consisting of the same masonry material as the home. All deck columns located on the front of the house or on elevations facing a public open space, shall have a minimum cross-section of 5 ½". Decking that extends no greater than thirty (30") inches above grade of the lot, may utilize a lattice skirting provided the skirting is made of redwood minimum one-half (½") inches thick boards and stained or painted to match the remaining portion of the deck. Decks may not be more than 25% of the entire rear lot of the home. Construction shall not occur over easements beyond the side plane of the home and must be set back a minimum of ten (10) feet from the property line. No decks with abutting rear lots lines shall be within 30 feet of each other at any point (Refer to the City of Aurora code for any additional requirements). Construction of decks over a sloped area is discouraged.

Homeowners are reminded that as with redwood, some types of maintenance free decking products may also require periodic maintenance for proper care and to retain the products aesthetic conformity, including but not limited to, fading, warping, etc. Decks may be finished with clear semi-transparent sealer, stained to match a Cedar tone, an oil-based wood finish or a similar product that matches. The deck may also be painted to match the body or trim color of the home.

2.19 **Dog Houses.** Approval is required. Doghouses are restricted to ten (10) square feet and must be located in a fenced back yard or dog run. Doghouses must be installed at ground level, and must not be visible above the fence. Must match exterior of home (wood, brick, stone, etc.) Limit of one doghouse per home/lot. **See Fences, Section 2.26.**

2.20 **Dog Runs.** Not permitted.

2.21 **Doors.** Approval is not required for an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body color of the house or white.

I Storm Doors. Approval is not required for storm doors, if the Forever View door by Emco or equivalent is used. Colors to be utilized should

be Antique Almond, White, Dirty Penny or a color that identically matches the body color of the home. In all cases the color should be complementary with the color scheme of the home. Homeowners wishing to utilize a different storm door or color must first obtain approval.

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

2.22 **Drainage.** The Declaration requires that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern as engineered and constructed by the homebuilder prior (or in some cases, immediately following) conveyance of title from the homebuilder to the homeowner. When installing your landscaping, it is very important to insure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. The Committee may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the owners property, to allow for absorption. Adverse affects to adjacent properties will not be tolerated.

2.23 **Driveways.** Changes/Alterations will not be permitted; this includes pull-off areas to the side of the driveway.

2.24 **Evaporative Coolers.** Approval is required. No rooftop or window mount installations are allowed. **See Air Conditioning Equipment, Section 2.06.**

2.25 **Exterior Lighting. See Lights and Lighting, Section 2.41.**

2.26 Fences. Lots along the golf course, with the 4' metal fence along the rear property line, must utilize the 4' metal fence design. All other lots must utilize the 5' metal fence design. All fencing should match the approved fence details in Section V. No fences are permitted in the front yards of lots. Prior to installing any fence on the back or side yard of a lot, the homeowner must first submit plans for such fence to obtain approval and must comply with the specific fence detail for the community. The Board of Directors may issue, from time to time, design guidelines, which address fencing requirements, including without limitation, approved types, heights, materials, locations, and other criteria governing fencing. Submission of a plan for a fence does not guarantee that a homeowner will obtain approval of such fence. If fence is approved conditions may be imposed upon such approval relating to the design, location, or other matters.

2.27 **Firewood Storage. See Wood Storage, Section 2.86.**

2.28 **Flagpoles.** Approval is required. Only portable freestanding flagpoles are allowed. Under no circumstance may the height of the flagpole exceed the height of

the roof of the residence. Flags may have a maximum length of six (6) feet. Approval is not required for flagpoles mounted to the front of the residence if they are temporary in nature and are only displayed on holidays or in celebration of specific events. No flag shall exceed 20 square feet in surface area.

2.29 **Garbage Containers and Storage Areas. See Trash Containers, Enclosures and Pickup Section 2.77.**

2.30 **Gardens- Flower or Vegetable.** Approval is not required for flower or vegetable gardens. All flower gardens must be weeded, cared for and maintained. Vegetable gardens should be located in the rear or side yard and screened from view of adjacent homeowners.

2.31 **Gazebos.** Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must not obstruct the adjacent property owner's view. A gazebo must be similar in material and design to the residence and the color must be generally accepted as a complementary color to the exterior of the residence.

2.32 **Grading and Grade Changes. See Drainage. Section 2.22.**

2.33 **Greenhouses.** Approval is required. Generally, greenhouses will be discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality and permanence of materials used. Adequate screening will be required.

2.34 **Hanging of Clothes. See Clotheslines and Hangers, Section 2.15.**

2.35 **Hot Tubs and Jacuzzis.** Approval is required. Must be an integral part of the deck or patio area and of the rear yard landscaping. Must be installed in such a way that it is not immediately visible to adjacent property owners and that it does not create an unreasonable level of noise for adjacent property owners. In some instances, additional plant material, around the hot tub, may be required for screening. **See Gazebos. Section 2.31**

2.36 **Irrigation Systems.** Underground automatic irrigation systems will not require approval. All homes must have an underground automatic irrigation system installed with the landscape. For recommended irrigation system treatment, **See Irrigation Section 4.09**

2.37 **Jacuzzis. See Hot Tubs and Jacuzzis Section 2.35**

2.38 **Kennels.** Breeding or maintaining animals for a commercial purpose is prohibited. **See Dog Runs. Section 2.20.**

2.39 **Landscaping.** Approval is required. **Landscaping must be completed no later than six (6) months from the closing with the exception of closings that occur between April 1 and October 1. Owners with closings that occur between April 1 and October 1 shall be required**

to complete landscaping before the following October1. All landscape plan submittals must clearly and professionally demonstrate, to scale, the proposed landscape installation. The plot plan of the residence and yard must be provided. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail.

I. Irrigation. All landscaping shall include automatic irrigation. **See Irrigation Sect. 2.36 and Sect. 4.09**

II. Plant Material Location and Sizes - Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. **In the case of shade or ornamental trees (deciduous), plantings cannot be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings cannot be installed closer than 10 feet (10') from the property line.** A list of recommended plant material, for Blackstone, can be found in Section 4.15. Select a variety of plant species including deciduous and evergreen trees and shrubs. All plant material shall be installed in the following minimum sizes:

a. Shade trees - 2½" caliper
b. Ornamental trees - 2" caliper
c. Evergreen trees - 6' height minimum
d. All shrubs - 5 gallon container
e. Groundcover, annuals, and perennials - no restrictions

III. Turf and Plant Material Regulations – Refer to the Table A for turf, tree and shrub requirements.

As an alternative to traditional landscaping, xeriscaping is water conservation planning through creative landscaping. Please remember that xeriscaping requires as much or more maintenance as traditional landscaping. All xeriscape plans must incorporate the installation of a properly functioning irrigation system to help maintain the plantings.

Table A: Single-Family Front, Side and Rear Yard Landscaping Requirements

FRONT YARD

	Plant Materials and Quantity	Requirements
1.	Turf	**Minimum and Maximum Turf per Lot Size:** Small (3,700-5,999 SF) - 40% min. & 50% max. Standard (6,000-8,999 SF) - 30% min. & 40% max. Large (9,000-14,999 SF) - 25% min. and 40% max. Estate (15,000 plus SF) - 25% min. and 40% max.
2.	Trees - Minimum of two: (1 Shade tree and either 1 ornamental tree or 1 evergreen tree)	**Minimum Sizes:** 2½ inch caliper – shade tree 2 inch caliper – ornamental tree 6 foot height - evergreen tree

3.	**Shrubs* per lot size:** Small (3,700-5,999 SF) - 8 Standard (6,000-8,999 SF) - 16 Large (9,000-14,999 SF) - 26 Estate (15,000 plus SF) – 36 *Thorny plants shall not be located within 20 feet of public sidewalks. Note: Perennials and ornamental grasses may be substituted for shrubs at 3 one-gallon perennial or ornamental grasses per one five-gallon shrub.	Shrubs - 5 gallon container Min. - Plant material shall conform with American Standard for Nursery Stock, Ansi Z60.1, current addition. Planting beds should be separated from turf by edging. All shrubs and ground covers shall be located within planting beds. Landscape fabric may be omitted under annuals, perennials and groundcovers.

SIDE YARD

Internal Side Yards – May be rocked, no plant material is required but mulches are needed for stability.

External Side Yards - On corner lots exposed to public view, they shall be landscaped with turf, shrubs and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.

REAR YARDS

In rear yards there shall be at least 30% turf and no more than 45% turf. Rear yards at corner lots exposed to public view shall be landscaped according to Table A. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity.

IV. Treescapes – The area between the sidewalk and street must be planted with Kentucky bluegrass and have a tree planted every 30 feet. If a tree in the treescape dies, it must be replaced in a timely manner. In some instances the builder is required to install the "street trees". However, these trees are the property and maintenance responsibility of the homeowner.

V. Soil Prep/Mulch -

A. **Compost** - For landscaped areas being completed with sod/turf, soil preparation should be with a minimum of three (3) cubic yards per one thousand (1,000) square feet, and ten (10) pounds per one thousand (1,000) square feet of lawn area. These materials are to be tilled to a depth of six (6) to eight (8) inches into the soil. Acceptable organic matters include aged compost, wood humus from soft/non-toxic trees, sphagnum moss (excluding that from Colorado origin), or aged/treated manure's.

B. **Mulch** - Organic mulches modify the extremes of soil temperature, improve soil by producing humus, reduce evaporation loss and weed growth, and slow erosion. Organic mulches are typically bark chips, wood grindings or pole peelings. The suggested minimum depth for mulch is three inches. Place mulch directly on the soil or on breathable fabric. Avoid using sheet plastic in planting areas. It is important to note that mulch should be covered by living plants - typically trees, shrubs, and groundcover beds. The use of berms and/or various non-living materials to break up larger planting bed areas is

encouraged. Inorganic mulches include rock and various gravel products. Note the following minimum landscaping requirements:

VI. Maintenance - All residential properties must meet certain minimum landscape requirements. Once installed, the landscaping must be maintained in a neat,

A. All residence's property lines extend from the rear yard to the back of the concrete curbing at the street. Therefore, homeowners own and are responsible for the maintenance of their sidewalks and treescapes (area between sidewalk and street).

2.40 **Latticework.** Approval is required for any type of trellis or latticework.

2.41 **Lights and Lighting.** Approval is not required for exterior lighting if it is installed in accordance with the following guidelines: Exterior lights must be conservative in design and be as small in size as reasonably practical. Exterior lighting should be directed toward the ground and be of low wattage to minimize the glare to neighbors and other homeowners. The use of motion detector spotlights, high-wattage spotlights or floor lights, ballasted fixtures (sodium, mercury, mulit-vapor, fluorescent, metal halide, etc.) require approval. **For holiday lighting, See Seasonal Decorations Section 2.60.**

2.42 **Microwave Dishes. See Antennae. Section 2.08.**

2.43 **Overhangs/Sunshades/Awnings- Cloth or Canvas.** Approval is required. An overhang should be an integral part of the house or patio design. The color must be the same as, or generally recognized as, a complementary color to the exterior of the residence. A swatch of material to be used should be provided. Mechanical sunshades should only be down when patio is in use. The sunshade should be installed on the inside of the patio roof beam and out of site. A mechanism may be needed to anchor shades when extended. The shade and hardware must not be visible when shades are not in use. **See also, Patio Covers Section 2.45.**

2.44 **Painting.** Approval is not required if color and/or color combinations are identical to the original color established on the home. Any changes to the color scheme or color changes must be submitted for approval and must conform to the general scheme of the community.

If you choose to use a different color on your home, you will need to submit the Architectural Request Form with your color samples painted on a hard surface at least 12" x 12", with a general description of the colors of the house on either side of your home to the Architectural Advisory Committee.

2.45 **Patio Covers.** Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof. No "California" style covers are permitted.

2.46 **Patios-Enclosed. See Additions and Expansions Section 2.03.**

2.47 **Patios-Open.** Approval is required. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. Construction shall not occur over easements beyond the side plane of the home and must be set back a minimum of five (5) feet from the property line.

2.48 **Paving.** Approval is required, for all walks, patio areas, or other purposes and for all materials used, including concrete, brick, flagstones, stepping stones, pre-cast patterned or exposed aggregate concrete pavers. Asphalt will not be allowed. **See Driveways Section 2.23.**

2.49 **Pipes. See Utility Equipment Section 2.80.**

2.50 **Play Structures and Sports Equipment.** Approval is required. Consideration will be given to adjacent properties (an adequate setback from the property line, is recommended for trampolines, swing sets, fort structures, etc.) so as not to create an undue disturbance. In some instances, additional plant material, around the equipment, may be required for screening. Wood structures should be constructed of pressure treated or other weather resistant materials. All play and sports equipment must be maintained in a good and sightly manner. The use of rainbow colored cloth/canvas tarps is discouraged.

2.51 **Playhouses.** Committee approval is required if a structure is more than 24 square feet and/or over six feet high. The colors should match the house.

2.52 **Poles. See Flagpoles, Section 2.28 and Utility Equipment, Section 2.80.**

2.53 **Pools.** Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be located in such a way that they are not immediately visible to adjacent property owners (i.e. screened with plant material). Above ground pools are prohibited. **See Hot Tubs and Jacuzzis. Section 2.35.**

2.54 **Radio Antennae. See Antennae. Section 2.07.**

2.55 **Rooftop Equipment.** Approval is required.

2.56 **Roofing Materials.** Approval is required. All buildings constructed on the properties should be roofed with the same or greater quality than originally used by the Declarant or participating builder. Other materials require prior approval. Repairs to an existing roof with the same building material that exist on the home, do not require prior approval.

2.57 **Satellite Dishes. See Antennae. Section 2.07.**

2.58 **Saunas. See Accessory Buildings. Section 2.02.**

2.59 **Screen Doors. See Doors. Section 2.21.**

2.60 **Seasonal Decorations.** Approval is not required if installed on a lot provided that one is keeping with the Community standards and that the decorations are removed within thirty (30) days of the holiday. The installation of seasonal decorations on any property owned and/or managed by the High Plains Metro District must first have written consent of the High Plains Metro District. Consideration for consent will be based upon, but not limited to the distance of where the seasonal decorations are being considered to be installed in relationship to the owners lot, potential access concerns and making sure the seasonal decorations keep with the Community standards.

2.61 **Sewage Disposal Systems.** Will not be permitted.

2.62 **Sheds.** Not permitted.

2.63 **Exterior Shutters.** Approval is required. Shutters should be of a similar material and of a color and design generally accepted as complementary to the exterior of the house.

2.64 **Siding.** Approval is required.

2.65 **Signs.** Approval is required for most signs. Without Board of Directors approval, one temporary sign advertising a property for sale or lease which is no more than five (5) square feet in aggregate, and which is discreet in color and style may be placed in one, but not both of the following locations:

Option 1. Sign may be placed in the front or side elevation window of the property, as long as the elevation it is placed on is not adjacent to the golf course. If this option is chosen, one temporary outdoor marketing brochure box, maximum size of fourteen inches (14") high, ten inches (10") wide and three inches (3") deep, may be placed on a maximum size four foot (4') high, three inch (3") wide and deep stake or post, black, green, white or brown in color only, in the front of the lot on the property that is for sale or lease. It must be installed within three (3) feet of the residential portion of the homes foundation (not the garage foundation) parallel with the street for which the address of the home is identified.

Option 2. Sign may be installed within three (3) feet of the residential portion of the homes foundation (not the garage foundation) parallel with the street for which the address of the home is identified. If this option is chosen, an outdoor marketing brochure box with the dimensions described above, may be attached to the post supporting the sign, only.

The sign and any marketing brochure box must be removed immediately after closing.

All other signs, including address numbers and name plate signs must be approved. No lighted sign will be permitted unless utilized by the Developer and/or a Builder. Political signs during an election season may be placed in the front yard of the lot, no more than thirty (30) days prior to the election date. All political signs must be removed within 48 hours of said election. No signs may be placed on any common or limited common property without the written consent of the Master High Plains Metro District. No trade signs of any kind are allowed on the lot or home, which include, but are not limited to: landscaping, painting, construction and roofing. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Master Declarant in connection with the sale or rental of the lots, or otherwise in connection with development of or construction on the Lots, shall be permissible.

2.66 **Skylights.** Approval is required. Bubble type skylights will be prohibited.

2.67 **Solar Energy Devices.** Approval is required. See Rooftop Equipment. **Section 2.55.**

2.68 **Spas. See Hot Tubs and Jacuzzis. Section 2.35.**

2.69 **Sprinkler Systems. See Irrigation Systems, Section 2.36 and Irrigation, Section 4.09.**

2.70 **Statues or Fountains.** Approval is not required if they are installed in the rear yard and are not greater than five (5) feet in height, including any pedestal. If the statue or fountain is proposed for the front yard approval is required, and the statue or fountain location should be close to the front or main entrance of the house.

2.71 **Storage Sheds. See Sheds, Section 2.62**

2.72 **Sunshades. See Overhangs/Awnings- Cloth or Canvas, Sect. 2.43 and Patio Covers, Sect. 2.45.**

2.73 **Swamp Coolers. Not permitted.**

2.74 **Swing Sets. See Play Structures, Sect. 2.50.**

2.75 **Television Antennae. See Antennae, Section 2.07.**

2.76 **Temporary Structures.** The Declaration states that no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any lot. However, during the actual construction, alteration, repair or remodeling of a structure or other improvements, necessary temporary structures for storage of materials may be erected and maintained by the Declarant or a Person doing such work. The work of constructing, altering, or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. **For permanent sheds, See Sheds**

Section 2.62.

2.77 **Trash Containers, Enclosures and Pickup.** Approval is required for any trash or garbage enclosure. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind may not be kept, stored or allowed to accumulate on any lot except in sanitary containers or approved enclosures. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner (except that a container for such materials may be placed outside at such times as may be necessary to permit garbage or trash pickup.) Trash may be placed on the street for pickup after 5:00 a.m. on the day that such trash is to be picked up. Trash containers must be properly stored the evening of pickup. **See Compost, Section 2.17.**

2.78 **Tree Houses.** Will not be permitted.

2.79 **Underground Installations.** Approval is required.

2.80 **Utility Equipment.** Installation of utilities or utility equipment requires approval. Under the Declaration, pipes, wires, poles, utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

2.81 **Vanes. See Weather Vanes and Directional Section 2.85.**

2.82 **Vents. See Rooftop Equipment, Section 2.55 and Air Conditioning Equipment, Section 2.06.**

2.83 **Walls. See fences, Section 2.26.**

2.84 **Walls-Retaining.** Approval is required. **See Retaining Walls, Section 4.05.**

2.85 **Weather Vanes and Directionals.** Approval is required.

2.86 **Wood Storage.** Will not be permitted.

2.87 **Work Involving Common Areas.** Generally, driving vehicles including wheelbarrows across Common Areas, including the golf course, is not permitted. However, when circumstances warrant, the Board of Directors will consider requests provided that prior approval is obtained and the homeowner advances funds as may be reasonably required by the Board of Directors to repair any damage. The actual restoration of the Common Area will be done by the High Plains Metro District.

III. PROCEDURES FOR COMMITTEE APPROVAL.

3.01 **General.** As indicated in the listing of specific types of improvements, there are some cases in which advance written approval is not required if the guidelines with respect to that specific type of improvement are followed. In a few cases, as indicated

in the listing, a specific type of improvement is not permitted under any circumstances. **In all other cases, including improvements not included in the listing, advance or prior written approval is required before and "Improvement to Property" is commenced.** This section of the Guidelines explains how such approval can be obtained.

3.02 **Drawings or Plans.** Homeowners are required to submit complete plans and specifications prior to commencement of any work on any improvement (said plans and specification to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required). In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect or draftsman and a simple drawing and description will be sufficient. In the case of major improvements, such as room additions, structural changes, or accessory building construction, detailed plans and specifications, prepared by a licensed architect, may be required. Whether done by you or professionally, the following guidelines should be followed in preparing drawings or plans.

1. In some instances, elevation drawings of the proposed improvement will be required. The elevation drawings should indicate materials. The drawing or plan should be done to scale and should depict the property lines of your lot, all recorded easements and the outside boundary lines of the home as located on the lot. If you have a copy of an improvement location certificate (survey) of your lot obtained when you purchased it, this survey would be an excellent base from which to draw.
2. Existing improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing improvements include driveways, fencing, walks, decks, trees, bushes, etc.
3. The proposed improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed improvement, including the materials to be used and the colors. (Example: Redwood deck, 10 feet by 12 feet with 2 inch by 4 inch decking. Natural stain.)
4. The plan or drawing and other materials should show the name of the homeowner, the address of the home and a telephone number where the homeowner can be reached.
5. The proposed improvements must take into consideration the easements, building location restrictions and sight distance at intersections.
6. Homeowners should be aware that many improvements require a permit from the City of Aurora Building Department. The Board of Directors reserves the right to require a copy of such permit as a condition of its approval.

3.03 **Submittal Requirements.** Once a landscape plan has been developed, three copies of an 18" x 24" (minimum acceptable size 11" x 17") plan shall be submitted to the AAC. No copies will be returned. **Plans not submitted in this format will be rejected.** The

plan must contain the following information:

1. Project Approval Request Form
2. Lot, Block, Filing Number and Owner's name, address, and telephone number.
3. Designer's name, address, and telephone number (if applicable).
4. Scale of 1 inch = 10 feet and north arrow.
5. All existing conditions including house, walks, driveways, patios, decks, walls, plants, trees, drainage ways, property lines, and any easements.
6. All proposed landscape planting improvements and landscape features such as walls, patios, structures, hot tubs, gazebos, water features, shrubs, trees, perennial and annual beds.

3.04 **Review Fee.** The Declaration authorizes the Architectural Review Committee to collect a fee for review the plans of proposed improvements, presently the charge for review is **$50.00**, made payable to the High Plains Metro District. No plans will be reviewed prior to receipt of the fee, by the Management Company. The Board of Directors reserves the right to charge a fee to cover the cost of any engineering consulting or other fees reasonably incurred by the High Plains Metro District in reviewing any proposed improvement.

3.05 **Action by Board of Directors/Architectural Review Committee.** The Board of Directors or its designated representative will regularly review all plans submitted for approval. The Board of Directors/Architectural Review Committee may require submission of additional material and may postpone action until all required materials have been submitted. The Committee will contact you by phone, if possible, if the Committee feels additional materials are necessary or if it needs additional information or has any suggestions for change.

3.06 **Prosecution of Work.** A proposed improvement to property should be accomplished as promptly and diligently as possible in accordance with the approved plans and description. The work must be completed, in any event, within six months. The Board of Directors reserves the right to inspect the work and the right to file a notice of noncompliance where warranted.

3.07 **Rights of Appeal.** A homeowner may appeal to the Board of Directors in the event of adverse action by the designated representative provided such appeals are submitted within thirty days after the applicant received notice of such adverse action.

3.08 **Questions.** If you have any questions about the foregoing procedures, feel free to call its representative at the phone number and address listed in the introductory part of these guidelines.

IV. LANDSCAPING SUGGESTIONS.

4.01 **General.** The purpose of this section of the Guidelines is to help you prepare an

appropriate landscaping plan for your homesite. Careful landscape planning and design of your site will greatly enhance the ultimate appearance of the community. The information set forth in this section is suggestive only and not mandatory.

4.02 **Slopes.** In some cases, there may be relatively steep slopes on an owner's property. It is important to note that if slopes are not landscaped severe erosion and silting may occur. Therefore, it is recommended that the homeowner landscape slopes as soon as possible after moving in. Slopes and banks should be planted with drought tolerant plants. Terracing, or surfacing with stone or other free draining materials can lessen erosion of slopes. Loose aggregate or wood chips are not recommended on slopes unless measures are taken to prevent erosion or displacement by wind and/or water. Slopes can also be seeded with ground covers, shrubs, and bushes to prevent erosion. Rock gardens are another technique to help prevent slope erosion and create a landscape amenity. Slopes given proper design treatment can become an attractive, interesting part of the landscape.

4.03 **Soils/Drainage/Grading.** Your home may be constructed on "expansive soils". The prime characteristic of expansive soils is that they swell when water is introduced. The soil, in essence, acts as a sponge. When this expansion takes place, extreme pressures are exerted on foundations and other man-made structures, which are placed in the ground. The result can be severe structural damage to your home.

It is our intent to remind you that a potential hazard exists when proper drainage is not maintained and/or when water is introduced to these "expansive soils" adjacent to your foundation.

Residents should investigate the existing drainage conditions and preserve and accommodate the drainage situation, which exists on their particular site at the time they purchased their home from the builder or other previous homeowner. See guidelines under "Drainage" in the listings of specific types of improvements. Minor drainage modifications may be made to your lot providing you do not alter the engineered drainage pattern of the lot existing at the time the lot was conveyed to you from the builder or the previous homeowner. Grading can be used to create berm, slopes and swales which can define space, screen undesirable views, noise and high winds. It is suggested that berm slopes not exceed 3 feet of horizontal distance to 1 foot of rise or vertical height (3 to 1 slopes) in order to permit greater ease of mowing and general maintenance.

4.04 **Soil Preparation.** Soil conditions may vary throughout the project. Individual soil testing is suggested for each lot to determine the exact nature of the soil and the desired level of amendment needed such as mulch, sand and fertilizer to optimize plant growth. Local nurseries may offer assistance in determining the proper quantity and type of soil amendment. A general guide for amendment of all turf area soils is a minimum of three (3) cubic yards per one thousand (1,000) square feet, and ten (10) pounds per one thousand (1,000) square feet of lawn area. These materials are to be tilled to a depth of six (6) to eight (8) inches into the soil. Acceptable organic matters include aged

compost, wood humus from soft/non-toxic trees, sphagnum moss (excluding that from Colorado origin), or aged/treated manure's. Topsoil is not considered an acceptable organic matter.

4.05 **Retaining Walls.** New or old creosote treated timber railroad ties are prohibited. Retaining walls may be used to accommodate or create abrupt changes in grade. Such walls should be properly anchored to withstand overturning forces. Stonewalls should be made thicker at the bottom than at the top to achieve stability. To avoid destructive freeze-thaw action, all retaining walls should incorporate weep holes into the wall design to permit water trapped behind them to be released. Walls should **not** be located so as to alter the existing drainage patterns, and should provide for adequate drainage over or through (by means of weep holes) the wall structure.

4.06 **Climate.** Typical climatic conditions of this area include low precipitation, low average humidity, variable winds, and a fairly wide temperature range.

4.07 **Screening Views and Directing Winds.** Plant materials can frame pleasant vistas such as views of the mountains. Less desirable views of adjacent land (e.g. highways) can be screened with dense coniferous plantings, earth mounds, fences or walls. High velocity winds can be effectively directed by dense planting. Care should be taken, however, to respect and preserve views of adjacent lots.

4.08 **Rockscapes.** Boulders and cobbles present an attractive alternative landscape element if used sensitively within the overall landscape composition. Large expanses of rock mulch without substantial shrub or groundcover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural or high contrast colors shall be prohibited, including the use of black granite, white marble and lava rock.

4.09 **Irrigation.** The semi-arid climate makes watering necessary. It is recommended that watering be done in the early morning or evening. One of the most common tendencies is to over-saturate your lot. We urge each homeowner to conserve water and as a result minimize problems on their own lots as well as on adjacent property owner's lots caused by over-watering. This can be accomplished by watering at shorter cycles more often during the course of the day.

Several systems can be used to water your lawn: automatic sprinkler systems and portable sprinklers. The following are some facts to consider in selecting the type and location of the sprinkler system you are going to use: A) Size and shape of areas to be watered. B) Type of turf or ground cover. C) Available water supplies and pressure. D) Environment of the area-wind, rain, temperature, exposure, and grades. E) Low spraying irrigation devices may help to minimize wasted water due to wind. F) Installation of an irrigation system directly adjacent to front sidewalks may eventually cause undermining and deterioration to concrete and paved areas. G) Type of soil and its ability to accept water. Local nurseries or do-it-yourself sprinkler stores have detailed information concerning the type and installation of irrigation systems. H) Drip irrigation systems are recommended for tree and shrub areas.

4.10 **Paved Areas.** Paving may be used to define areas of intense activity and circulation patterns, such as patios, walks, and steps. Materials that can be used to create attractive patterns and textures are brick, flagstones, stepping stones, pre-cast patterned or exposed aggregate concrete paver. These materials are often more desirable than asphalt or poured concrete. It is suggested that paving materials be earth tones colors. Sufficient slope should be maintained in all paved areas to insure proper drainage. Asphalt is not permitted.

4.11 **Shade.** Shade trees should be placed relatively close to the house where they can shade walls or outdoor activity areas. Avoid shading a solar collector, or inhibiting the effectiveness of passive solar design measures. For example, broad-leaved deciduous trees screen out the intense summer sun, but allow winter warmth to penetrate. Trees and shrubs in general should not be planted within existing drainage swales so as to block designated drainage patterns.

4.12 **Landscape Materials.** Deciduous trees, such as cottonwood, and evergreen trees, such as pinion pines, provide summer shade or can be used as a windbreak. Evergreens provide good backdrops for displaying ornamental trees and contrasting flowers as well as providing a visual screen.

- Shrubs such as junipers may be used as specimens or in masses. Shrubs can also be used in combination with trees as windbreaks or to add color and texture to the landscape. Low growing, spreading shrubs may be used as groundcover treatment and present an attractive method of reducing water consumption.

- Ornamental trees such as flowering crabapples provide accent, color, and additional interest to the residential landscape and may be a more appropriate scale for small areas of a lot.

- Groundcovers such as creeping mahonia play an important role in consolidating the surface of fine-grained soils to prevent erosion and sedimentation. They may be useful in place of a lawn, especially on steep banks where they will also require less water than turfgrass.

- Vines may be used as a groundcover or as a shading element over a trellis or as a screen when planted adjacent to a fence.

- Garden flowers may be used as elements of seasonal color. Perennials and annuals should be considered.

- Vegetable gardens may be integrated with planting beds and used ornamentally.

4.13 **Mulches.** Mulches modify the extremes of soil temperature and improve soil by

producing humus, and reducing evaporation loss. Suggested minimum depth for mulches is three inches. Mulches are typically used in shrubs and groundcover beds and may consist of a variety of organic materials such as ground bark, wood chips, pole peelings or chipper chips. Natural wood mulch has environmental advantages to plant material and its use is strongly encouraged.

4.14 **Landscape Maintenance.** Good consistent maintenance is essential for healthy plant materials. The following are some suggested maintenance considerations and ways of minimizing maintenance problems: A) Plant with regard to climate. Consider ultimate size, shape, and growth rate of species. B) Locate plants and irrigation heads out of the way of pedestrian-bicycle traffic and car bumpers. C) Provide simple guying systems for trees for a minimum of two years and wrap trees most susceptible to sun scald with burlap or paper during fall or winter months. D) Make provisions for efficient irrigation; drain and service sprinkler systems on regular basis and conduct operational checks on a weekly basis to insure proper performance of the system. E) Provide good soil mixes with sufficient organic material, 30% per tilled depth is desirable. F) Use mulch at least three inches deep to hold soil moisture and to help prevent weeds and soil compaction. G) Provide required fertilization, weed and pest controls etc., as required for optimum plant growth. H) Prune woody plants when needed. Never prune more than 1/3 of foliage. I) Space groves of trees or single trees to allow for efficient mowing. J) Locate plants with similar water, sun and space requirements together.

4.15 **Suggested Plant List.** For your convenience, the following list of shrubs, trees, flowers and grasses is provided:

** ***These are the Blackstone community "character" plants and the use of them is highly encouraged.***

Deciduous Trees
Autumn Blaze Maple
Autumn Purple Ash
Burr Oak
Canada Red Cherry
Downy Hawthorn
Ginnala Maple
Hackberry
Kentucky Coffeetree
Lanceleaf Cottonwood
Linden, American, or Littleleaf
Marshall Seedless Ash
Narrowleaf Cottonwood
Patmore Ash
Russian Hawthorn
Rocky Mountain Maple
Shademaster Honey Locust
Western Catalpa

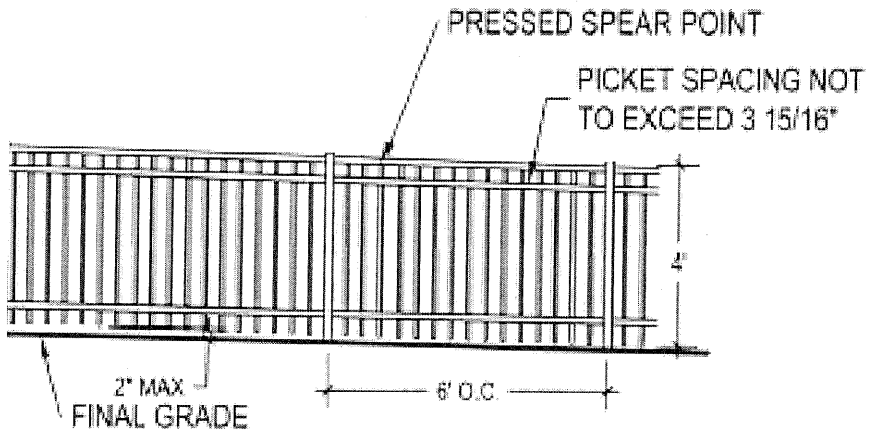
Evergreen Trees
Bristlecone Pine
Colorado Spruce
**Ponderosa Pine
Pinon Pine
Austrian Pine

****Grasses**
Big Bluestem
Blue Grama Grass
Buffalo Grass
Feather Reed Grass
Fountain Grass
Prairie Cord Grass
Fescue

Shrubs
American Plum
Russet Buffaloberry
Blue Chip Juniper
Bar Harbor Juniper
Broadmoor Juniper
Buffalo Juniper
Blue Mist Spirea
Boulder Raspberry
Blue Stern Willow
Indian Grass
Little Bluestem
Maiden Grass
Compact American Cranberry
**Chokeberry
Curl-Leaf Mountain Mahogany
Creeping Mahonia
Hughes Juniper
Whitestem Gooseberry
Golden Currant
Gambel Oak
Isanti Dogwood
Kelsey's Dogwood
**Great Plains Leadplant
Mountain Box
Mountain Ninebark
Mugho Pine
**Native Potentilla
Red Coralberry
Red-Twig Dogwood
Rock Spirea
**Russian Sage
**Saskatoon Serviceberry
**Il Blue Rabbitbrush
**Tall Western Sagebrush
Sagebrush
Threeleaf Sumac
Tam Juniper
Waxflower
**Yucca varities

SECTION V
FENCE DETAIL

4' METAL FENCE

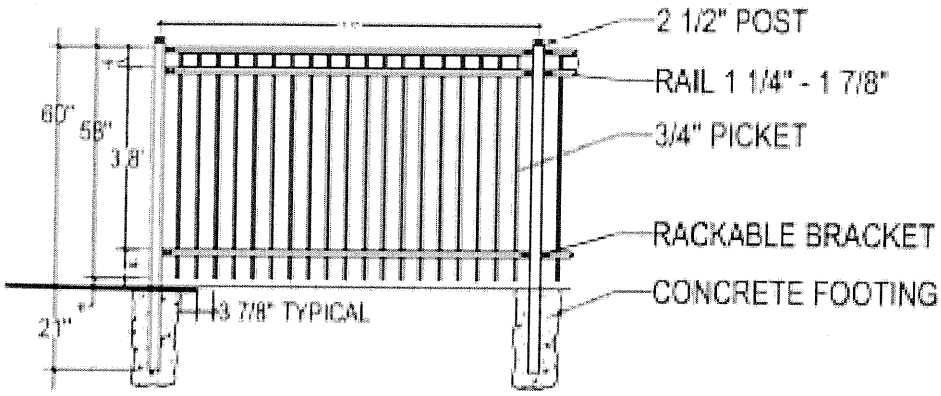


NOTES:

1. METAL FENCE SHALL MEET OR EXCEED SPECIFICATIONS FOR AMERISTAR FENCE, ECHELON PLUS MAJESTIC 4' HIGH 3-RAIL X 8' (NOM) PANEL, RESIDENTIAL ALUM.,BLACK IN COLOR. CONTACT CRAIG SUMMERS WITH AMERISTAR: 1.800.321.8724

2. THE 4' FENCE CAN ONLY BE USED ON LOTS ALONG THE GOLF COURSE THAT HAVE A 4' FENCE ON THE REAR PROPERTY LINE.

5' METAL FENCE



NOTE: METAL FENCE SHALL MEET OR EXCEED SPECIFICATIONS FOR AMERISTAR FENCE, ECHELON PLUS MAJESTIC 5' HIGH 3-RAIL X 8' (NOM.) PANEL, RESIDENTIAL ALUMINUM, BLACK IN COLOR, CONTACT CRAIG SUMMERS WITH AMERISTAR 1.800.321.8724

NOTE 2: THE 5' FENCE WILL BE PERMITTED ON ALL LOTS, OTHER THAN LOTS ALONG THE GOLF COURSE WITH THE 4' HIGH REAR LOT FENCING.

EXHIBIT D

POLICY REGARDING RECORDING OF PUBLIC AND EXECUTIVE SESSION MEETINGS

EXHIBIT D

POLICY REGARDING RECORDING OF PUBLIC AND EXECUTIVE SESSION MEETINGS

High Plains Metropolitan District (the "District") is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes. The District is subject to and desires to comply with Section 24-6-401, C.R.S., et seq. (the "Open Meetings Law"), which provides that formation of public policy is public business and may not be conducted in secret, and Section 24-6-402(4), C.R.S., which sets forth the requirements for recording executive session meetings.

1. The Board shall use written summary minutes as the manner and media for recording its regular and special public meetings.

2. To the extent required by Section 24-6-402(2)(d.5)(II)(A), C.R.S, the Board shall electronically record executive session meetings by use of a cassette tape recorder.

3. The Board shall retain executive session meeting records for ninety (90) days after the date of the executive sessions in compliance with Section 24-6-402(2)(d.5)(II)(E), C.R.S.

4. The Official Custodian of the District's records shall destroy such executive session meeting records upon expiration of the ninety-day (90-day) retention period.

EXHIBIT E

FEE COLLECTION POLICY AND ENFORCEMENT PROCEDURES

EXHIBIT E

FEE COLLECTION POLICY AND ENFORCEMENT PROCEDURES

Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the Board of Directors (the "Board") of the District is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District to properties within the District's boundaries (the "Property").

Effective September 1, 2010, the Fee Collection Policy and Enforcement Procedures set forth herein amend, restate and supersede in their entirety any fee collection policy and procedures previously adopted by High Plains Metropolitan District and/or East Plains Metropolitan District with respect to fees applicable to property within High Plains.

ARTICLE 1.
SCOPE OF POLICIES AND PROCEDURES

1.1 The collection policies and procedures set forth herein shall apply to:

(a) All fees and charges imposed by the District pursuant to the Resolution Concerning the Imposition of District Fees attached to the District's Rules and Regulations as **Exhibit F,** including without limitation the Operations Fee and Working Capital Fee;

(b) Penalties assessed for violations of the Protective Covenants for Blackstone and Mandatory Social Memberships attached to the District's Rules and Regulations as **Exhibit B** ("Protective Covenants") and Residential Improvement Guidelines attached to the District's Rules and Regulations as **Exhibit C,** and any reimbursable costs incurred by the District for enforcing the Protective Covenants and Residential Improvement Guidelines for correction of noncompliance (e.g., abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, etc.); and

(c) Other fees or charges that may be imposed by the District in its sole discretion from time to time.

ARTICLE 2.
LIEN FILING POLICIES AND PROCEDURES

2.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all Fees and Charges, until paid, shall constitute a perpetual lien on and against the Property to be served by the District. Except for the for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All liens contemplated herein may be foreclosed as authorized by law at such time as the District in its sole discretion may determine. Notwithstanding the foregoing, the lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

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

(a) Fifteen (15) Business days Past Due. A delinquent payment "Reminder Letter" shall be sent to the address of the last known owner of the Property according to the Manager's records. In the event the above mailing is returned as undeliverable, the Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property as found in the real property records of the Arapahoe County Clerk and Recorder (collectively the "Property Address"). Said Reminder Letter shall request prompt payment and notify the Property owner that a Late Fee in the amount set forth in Article 3 of these Fee Collection Policies and Enforcement Procedures has been assessed.

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

(c) First (1) Business day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Property, inclusive of Late Fees, Interest, and Costs of Collections as defined below, has exceeded One Hundred Twenty Dollars ($120.00) and the Manager has performed its duties outlined in Section 2.2 of these Fee Collection Policies and Enforcement Procedures, the Manager shall refer the Delinquent Account to the District's General Counsel (the "General Counsel"). However, if the amount owing on the Delinquent Account is less than One Hundred Twenty Dollars ($120.00), the Manager shall continue to monitor the Delinquent Account until the amount owing on such account is One Hundred Twenty Dollars ($120.00) or greater, at which point the Delinquent Account shall be referred to General Counsel. At the time of such referral, the Manager shall provide General Counsel with copies of all notices and letters sent pursuant to Section 2.2 and a copy of the most recent ledger for the Delinquent Account.

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

(a) Upon Referral of the Delinquent Account from the Manager. A "Demand Letter" shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to General Counsel for further collections enforcement, including the filing of a lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager shall also be sent.

(b) No Earlier Than Thirty (30) Business days from the Date of the Demand Letter. A Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall

be sent to the Property Address of the Delinquent Account notifying the Property owner that a lien will be filed within thirty (30) days of the Notice of Intent to File Lien Statement postmark date.

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

ARTICLE 3.
LATE FEES

3.1 "Late Fees" are assessed on the Property for failure to make timely payments of Fees and Charges. The following policies apply consistently and uniformly, regardless of whether the Fees and Charges are assessed on a one-time, monthly, quarterly, semiannual, annual, or other basis.

3.2 The Manager shall assess the Late Fee on the Property **fifteen (15) business days from the payment due date**. Pursuant to Section 29-1-1102, C.R.S., such Late Fee shall be charged by either of the following two methods, whichever is greater:

(a) One Late Fee of Fifteen Dollars ($15.00) will be assessed on the subject portion of the Property per each assessment of Fees and Charges not fully paid prior to the fifteenth (15) business day following the payment due date; or

(b) In lieu of Section 3.2(a) above, a Late Fee of five percent (5%) per month, commencing on the fifteenth (15) business day following the payment due date, and each month thereafter, will be charged on unpaid Fees and Charges until the Late Fee equals twenty-five percent (25%) of all outstanding Fees and Charges.

Example:

January 1 Fee (unpaid)	-$100
5% Late Fee (January 15)	-$5
February 1 Fee (unpaid)	-$100
5% Late Fee (February 15)	*-$10
(Net Balance	-$215)

*Such charges shall continue each month until such time as the total amount of Late Fees equals 25% of the total unpaid Fees and Charges

3.3 Partial payment of any outstanding Fees and Charges will not prevent the imposition of Late Fees pursuant to this Article 3.

Example:

January 1 Fee	-$100
Partial Payment on January 5	$90
Late Fee (January 15)	-$15
(Net Balance	-$25)

3.4 Payments received shall be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) the earliest imposed and unpaid Fees and Charges; (5) any successive unpaid Fees and Charges in chronological order from the earliest to the most recently imposed unpaid Fees and Charges.

Example A:

January 1 Fee (unpaid)	-$100
Jan. Pmt. Late Fee (January 15)	-$15
February 1 Fee (unpaid)	-$100
Feb. Pmt. Late Fee (February 15)	-$15
March 1 Fee (unpaid)	-$100
Payment on March 10	$280
(Net Balance	-$50)

-Late Fees Balance = $0
-Fees and Charges Balance = -$50

Example B:

January 1 Fee (unpaid)	-$100
Jan. Pmt. Late Fee (January 15)	-$15
February 1 Fee	-$100
Payment on February 10	*$150
Feb. Pmt. Late Fee (February 15)	-$15
(Net Balance	-$80)

-Late Fees Balance = -$15
-Fees and Charges Balance = -$65

*Feb. 10 payment is applied in the following order: (1) Feb. 1 Late Fee; (2) Jan. 1 Fee; and (3) to the February Fee

3.5 No penalty shall be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees and Charges. Such credit balances shall be carried forward on the account with all subsequent Fees and Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance shall be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees and Charges due and owing the District.

Example:

January 1 Fee	-$100	
Payment on January 2	$350	
February 1 Fee	-$100	
March 1 Fee	-$100	(balance = $50)
April 1 Fee	-$100	
Late Fee (April 15)	-$15	
(Net Balance	-$65)	

ARTICLE 4.
INTEREST

"Interest" charges accrue and shall be charged on all delinquent Fees and Charges, but shall not accrue and be charged on penalties (i.e., Late Fees, Interest, and Costs of Collections), at the maximum statutory rate of eighteen percent (18%) per annum.

ARTICLE 5.
COSTS OF COLLECTIONS

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

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

- Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the Manager.
- Warning Letter Fee. Ten Dollars ($10.00) per Warning Letter sent. This action is performed by the Manager.
- Demand Letter Fee. Sixty Dollars ($60.00) per Demand Letter sent. This action is performed by General Counsel.
- Notice of Intent to File Lien Fee. One Hundred Twenty Dollars ($120.00) per Notice of Intent to File Lien Statement sent. This action is performed by General Counsel.
- Lien Recording Fee. One Hundred Fifty Dollars ($150.00) per each lien recorded on the Property. This action is performed by General Counsel.

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

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

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

ARTICLE 6.
WAIVER OF LATE FEES, INTEREST, AND COSTS OF COLLECTIONS

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

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

6.3 Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the Board, Manager, or General Counsel, whether related to the Property in question or other properties within the District.

ARTICLE 7.
PENALTIES FOR VIOLATIONS OF PROTECTIVE COVENANTS AND RESIDENTIAL IMPROVEMENT GUIDELINES

7.1 Penalties for violations of the Protective Covenants shall be as follows:

- First Offense – Notice of Violation, no penalty
- Second Offense – Notice of Hearing, Pending Fee of up to $100.00

- Third Offense – Up to $250.00
- Continuing Violation – Up to $500 each day violation continues (each day constitutes a separate violation)

7.2 A Notice of Violation shall be sent upon a determination, following investigation, by the District Manager that a violation is likely to exist. Such Notice of Violation shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected pursuant to the following classification guidelines:

(a) Class I Violation: a violation that, in the sole discretion of the Board, can be corrected immediately and/or does not require submission to, and approval by, the Board of any plans and specifications. Class I Violations include, but are not limited to, parking violations, trash violations and other violations of the Declaration of Protective Covenants concerning annoying lights, sounds or odors. Class I Violations can in most cases be corrected within seven (7) days of notification.

(b) Class II Violation: a violation that, in the sole discretion of the Board, cannot be corrected immediately and/or require plans and specifications to be submitted to, and approval by, the Board prior to any corrective action. Class II Violations include, but are not limited to, violations of the Declaration of Protective Covenants related t landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within thirty (30) days of notification.

ARTICLE 8.
OPPORTUNITY TO BE HEARD

Individuals who receive any notice or demand pursuant to the Fee Collection Policy and Enforcement Procedures set forth herein may request a hearing in accordance with Article 6 of the Rules and Regulations.

ARTICLE 9.
PAYMENT PLANS

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

ARTICLE 10.
RATIFICATION OF PAST ACTIONS

All waivers and payment plans heretofore undertaken by the Manager or General Counsel that would otherwise have been authorized by this Fee Collection Policies and Enforcement Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 11.
ADDITIONAL ACTIONS

The Board directs and authorizes its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of these Fee Collection Policies and Enforcement Procedures.

ARTICLE 12.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

To the extent required by law, the Manager, General Counsel, and the Board shall comply with both the Colorado Fair Debt Collection Practices Act and the Federal Fair Debt Collections Practices Act.

ARTICLE 13.
SUPERSEDES PRIOR RESOLUTIONS, POLICIES AND PROCEDURES

To the extent that any term or provision in these Fee Collection Policies and Enforcement Procedures conflicts with any term or provision in a previously enacted and valid resolution of the District imposing Fees and Charges, the term or provision in these Fee Collection Policies and Enforcement Procedures shall prevail.

ARTICLE 14.
SEVERABILITY

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

ARTICLE 15.
SAVINGS PROVISION

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

EXHIBIT F

SECOND AMENDED AND RESTATED RESOLUTION OF THE BOARDS OF DIRECTORS OF EAST PLAINS METROPOLITAN DISTRICT AND HIGH PLAINS METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF DISTRICT FEES

Reception #: D0086099, 09/01/2010 at 02:44:53 PM, 1 OF 8, RES, Rec Fee $46.00 Arapahoe County CO Nancy A. Doty, Clerk & Recorder

When recorded return to:
Megan Becher, Esq.
McGeady Sisneros, P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1214

NOTICE TO TITLE COMPANIES: THE FOLLOWING RESOLUTION IMPOSES FEES WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED. CONTACT THE LAW FIRM OF MCGEADY SISNEROS, P.C., AT (303) 592-4380 TO VERIFY PAYMENT.

RESOLUTION NO. 2010-08-03

SECOND AMENDED AND RESTATED RESOLUTION OF THE BOARDS DIRECTORS OF EAST PLAINS METROPOLITAN DISTRICT AND HIGH PLAINS METROPOLITAN DISTRICT CONCERNING THE IMPOSITION OF DISTRICT FEES

WHEREAS, East Plains Metropolitan District ("**East Plains**") and High Plains Metropolitan District ("**High Plains**" and collectively with East Plains, the "**Districts**") were organized in 2003 to provide public improvements and services for property located in the City of Aurora (the "**City**"), Arapahoe County, Colorado, pursuant to authority granted to each of the Districts by that certain Amended and Restated Consolidated Service Plan approved by the City on August 6, 2004 (the "**Service Plan**"); and

WHEREAS, High Plains was specifically organized to provide public improvements and services for certain property located within its boundaries, which are more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, commonly known as Blackstone (as it may be amended from time to time, the "**Blackstone Property**"); and

WHEREAS, East Plains was specifically organized to act as the managing entity to construct, own, operate and maintain public improvements for High Plains for the ultimate benefit of the Blackstone Property; and

WHEREAS, East Plains and High Plains entered into that certain District Facilities Construction and Service Agreement dated March 5, 2003 (the "**EPHP IGA**") whereby East Plains was designated as the "Operating District," responsible for the ownership, operation, maintenance and construction of facilities to benefit the Blackstone Property (the "**Improvements and Services**"), and whereby High Plains was designated as the "Taxing District," responsible for paying all costs and expenses related to the financing, construction, operation and maintenance of the Improvements and Services; and

WHEREAS, consistent with the multiple-district structure created by the EPHP IGA, the Districts adopted (i) that certain Amended and Restated Joint Resolution of the Boards of

Directors of East Plains Metropolitan District and High Plains Metropolitan District Concerning the Imposition of District Fees, dated March 10, 2006, as recorded in the real property records of Arapahoe County, Colorado, on March 31, 2006, at Reception No. B6049993 (the "**March 2006 Resolution**") and (ii) that certain Joint Resolution of the Boards of Directors of East Plains Metropolitan District and High Plains Metropolitan District Concerning the Imposition of District Fees, dated June 15, 2005, and Memorandum regarding same as recorded in Arapahoe County, Colorado, on October 7, 2005, at Reception No. B5151892 (the "**June 2005 Resolution**" and, together with the March 2006 Resolution, the "**Joint Fee Resolutions**"); and

WHEREAS, the Districts have determined that East Plains has satisfied its obligations to provide the Improvements and Services and that the goals behind the multiple-district structure have been effectuated, as was anticipated in the Service Plan and the EPHP IGA, and that it is now in the best interests of their respective current and future electors, taxpayers and constituents for East Plains to transfer the Improvements and Services to High Plains; and

WHEREAS, it is the desire and intention of the Districts to simplify and increase efficiency in the provision of Improvements and Services to their respective constituents, to assure continuity and quality of service, and to reduce the overall cost of providing such Improvements and Services; and

WHEREAS, Part 7 of the Special District Act, Title 32, Article 1, C.R.S. ("**Dissolution Statute**") permits dissolution of a special district where a majority of the members of the board of the special district deems it to be in the best interest of the district to be dissolved; and

WHEREAS, the Districts have concluded it is in the best interests of the current and future electors, taxpayers and constituents of the Districts that East Plains dissolve and that High Plains assume responsibility for providing the Improvements and Services; and

WHEREAS, the Board of Directors of each of the Districts adopted Resolution No. 2010-04-02, dated April 15, 2010, acknowledging and authorizing the dissolution of East Plains (the "**Joint Dissolution Resolution**"); and

WHEREAS, pursuant to the Joint Resolution, East Plains is authorized to take such actions as are necessary to implement dissolution, including, but not limited to seeking the City's consent to dissolution of East Plains in accordance with the requirements of Section 32-1-704(3)(b); and

WHEREAS, on July 26, 2010, the City Council of the City approved the Second Amended and Restated Service Plan for High Plains Metropolitan District, which acknowledges the anticipated dissolution of East Plains and authorizes High Plains to function independently of East Plains; and

WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., High Plains is authorized to fix and impose fees, rates, tolls, charges and penalties for the Improvements and Services provided by High Plains which, until paid, shall constitute a perpetual lien on and against all property served; and

WHEREAS, the High Plains Service Plan similarly empowers High Plains to impose fees, rates, tolls, charges and penalties for services and facilities; and

WHEREAS, this Second Amended and Restated Resolution of the Boards Directors of East Plains Metropolitan District and High Plains Metropolitan District Concerning the Imposition of District Fees ("**Second Amended and Restated Fee Resolution**") is intended to assure continuing service to the Blackstone Property by designating High Plains as the sole operating entity to impose fees, rates, tolls, charges and penalties for Improvements and Services provided to the Blackstone Property; and

WHEREAS, this Second Amended and Restated Fee Resolution shall amend, restate and supersede the Joint Fee Resolutions in their entirety.

NOW, THEREFORE, THE BOARDS OF DIRECTORS OF EAST PLAINS AND HIGH PLAINS HEREBY RESOLVE AS FOLLOWS:

1. Effective as of September 1, 2010, this Second Amended and Restated Fee Resolution hereby amends, restates and supersedes the Joint Fee Resolutions in their entirety.

2. Effective as of September 1, 2010, High Plains shall be the sole operating entity with respect to the Improvements and Services, including without limitation imposing, collecting, receiving and enforcing fees, rates, tolls, charges and penalties applicable to the Blackstone Property, and High Plains shall have the authority to make such future amendments to this Second Amended and Restated Fee Resolution which, in its sole discretion, it determines is in the best interests of its constituents without any additional authorization or consent from East Plains.

3. An "Operations Fee" is hereby established for each single-family residential and each multi-family residential dwelling unit located within the boundaries of High Plains, at the rate of $55.00 per month, per dwelling unit, effective as of March 10, 2006. The first Operations Fee payment shall become due and payable to High Plains thirty (30) days after the date a certificate of occupancy is issued on such dwelling unit and shall be due each month thereafter.

4. Any Operations Fee that is not paid in full within five (5) days after the scheduled due date may be assessed a late fee of five percent (5%) per month, not to exceed twenty-five percent (25%) of the amount due, pursuant to Section 29-1-1102(3), C.R.S. Interest will also accrue on any outstanding Operations Fee, exclusive of said assessed late fee, at the rate of eighteen percent (18%) per annum, pursuant to Section 29-1-1102(7), C.R.S.

5. A "Working Capital Fee" of $500.00 per completed dwelling unit within High Plains is hereby established and shall be due and payable to High Plains at the time of any sale, transfer or resale of any single or multiple family dwelling unit that has a certificate of occupancy.

6. Each Operations Fee and/or Working Capital Fee contemplated herein shall, until paid, constitute a perpetual lien on and against the real property in question. All such liens shall be in a senior position as against all other liens of record affecting said real property, except for the lien of any ad valorem property taxes imposed by High Plains.

7. All Operations Fees and/or Working Capital Fees shall be paid to High Plains, in cash or an equivalent form made payable to "High Plains Metropolitan District." In the event that any such fee established hereunder remains unpaid forty-one (41) business days after its due date, the District Manager and/or General Counsel shall be authorized to undertake collection efforts for any and all outstanding amounts. All collections efforts shall be made pursuant to, and in accordance with, applicable state and federal laws, and the Second Amended and Restated Rules and Regulations Governing High Plains Metropolitan District, as the same may be amended from time to time, including without limitation the Fee Collection Polices and Enforcement Procedures set forth therein.

8. Notwithstanding anything contained in this Resolution to the contrary, no Operations Fee and/or Working Capital Fee shall be due from, or with respect to, any real property located within the boundaries of High Plains for: (a) any school site dedicated to the Cherry Creek School District, provided that the acreage of said site does not exceed eleven (11) acres in size; (b) any property dedicated or conveyed to a homeowners association serving property within High Plains which does not exceed ten (10) acres in size; and (c) any property that the City of Aurora requires to be dedicated either thereto, to the public or to another governmental entity for public rights-of-way, or that is required to be conveyed to High Plains for operations of public facilities, including but not limited to streets, trails, sidewalks, landscape areas and similar facilities.

9. If any clause or provision of this Resolution is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Resolution as a whole, but shall be severed herefrom, leaving the remaining terms intact and enforceable.

[Remainder of Page Left Blank Intentionally.]

ADOPTED AND APPROVED this 11th day of August, 2010.

EAST PLAINS METROPOLITAN DISTRICT

Chris Lynch, President

Attest:

Secretary

(SEAL)

HIGH PLAINS METROPOLITAN DISTRICT

Chris Lynch, President

Attest:

Secretary

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

HIGH PLAINS METROPOLITAN DISTRICT

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS S 89°50'18" E;

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 33;
THENCE S 89°50'18" E, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2661.04 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33;
THENCE S 89°49'48" E, ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2662.08 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33;
THENCE S 00°54'16" W, ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.31 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33;
THENCE S 00°54'12" W, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.41 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33;
THENCE S 89°59'28" W, ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2640.20 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33;
THENCE N 89°59'54" W, ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2528.56 FEET TO THE EASTERLY RIGHT-OF-WAY OF SMOKY HILL ROAD AS DEDICATED BY THE PLAT OF STAGE RUN FILING NO. 1 UNDER RECEPTION NUMBER 2445324 OF THE ARAPAHOE COUNTY RECORDS;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF SMOKY HILL ROAD THE FOLLOWING TWO (2) COURSES:

1. N 00°27'23" E, A DISTANCE OF 2418.86 FEET;
2. N 23°01'01" W, A DISTANCE OF 282.43 FEET TO THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE N 00°26'27" E, ALONG SAID WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 2617.16 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 27,751,463 SQUARE FEET OR 637.086 ACRES, MORE OR LESS.

June 21, 2002

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL

A PARCEL OF LAND BEING A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS IS THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, BEING CONSIDERED TO BEAR S00°23'28"W.

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE S00°23'28"W A DISTANCE OF 250.02 FEET TO THE NORTH LINE OF DISTRICT 2 PARCEL 1;
THENCE S8939'25"W A DISTANCE OF 300.02 FEET ALONG THE NORTH LINE OF SAID DISTRICT TO THE EAST LINE OF SAID DISTRICT;
THENCE N0023'28"E A DISTANCE OF 250.02 FEET ALONG THE EAST LINE OF SAID DISTRICT TO THE NORTH LINE OF SAID SECTION 33;
THENCE N8939'25"E A DISTANCE OF 300.02 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 1.722 ACRES MORE OR LESS.

RESULTING IN A NET AREA OF 641.921 ACRES.

EXHIBIT G

FACT ACT IDENTITY THEFT PROTECTION POLICY

EXHIBIT G

FACT ACT IDENTITY THEFT PROTECTION POLICY

It is the policy of High Plains Metropolitan District (the "District") to maintain maximum compliance with Federal Regulations (16 C.F.R. §681.2), known as the Fair and Accurate Credit Transaction (FACT) Act, its amendments, laws and regulations.

The Board of Directors designates the District Manager as FACT Act Officer (defined below). The FACT Act Officer is responsible for coordinating and monitoring day-to-day FACT Act compliance and managing all aspects of the FACT Act Identity Theft Prevention Compliance Program (the "Program"), including, but not limited to, adherence of FACT Act and its implementing regulations.

The Program includes:

1. Approval of the written Program from the Board of Directors, or an appropriate committee of the Board; that directs management to create and implement a system of internal controls designed to:

    a. Identify Red Flags the District is likely to encounter;
    b. Document how the financial District's employees are to detect these Red Flags;
    c. Respond appropriately (risk based) to these Red Flags; and
    d. Ensure the Program is updated periodically.

2. Involvement of the Board of Directors, an appropriate committee, or a designated senior level employee ("FACT Act Officer") in the oversight, development, implementation and administration (to include an annual report to the Board of Directors) of the Program;

3. Staff training; and,

4. Due diligence (oversight) of service provider arrangements.

The Board of Directors will be ultimately responsible for the District's FACT Act compliance and will ensure that the FACT Act Officer has sufficient authority and resources (monetary, physical and personnel) to administer an effective risk based Program.

FACT Act Identity Theft Prevention Procedures

I. Guidelines for Establishment/Access to Accounts
II. Identifying Relevant Red Flags
III. Detecting Red Flags
IV. Responding to Red Flags
V. Updating the Program
VI. Methods for Administering the Program
VII. Other Requirements
VIII. Identify Theft Red Flags

I. Guidelines for Establishment/Access to Accounts

1. Establishing Covered Accounts.

(a) As a condition to opening a covered account, each applicant shall provide the District with the following information:

(i) name;

(ii) address;

(iii) date of birth, if the applicant is an individual;

(iv) if the applicant is an individual, or an agent on behalf of an entity, an unexpired government-issued identification including a photograph, such as a driver's license or passport;

(v) for customers that are not individuals, such as corporations or limited liability companies, articles of incorporation, articles of organization or similar documentation.

To the extent any of the required information cannot be provided, verification of identity through other reasonable means, such as a review of public records, shall be undertaken.

(b) Each covered account shall be assigned a unique account number. The District may utilize computer software to randomly generate and/or encrypt account numbers.

2. Access to Covered Account Information.

The District shall take reasonable precautions to limit access to information regarding covered accounts and personal identifying information. Such reasonable precautions shall include:

(a) For paper records, the same shall be stored in locked cabinets or other facilities. Access to such facilities shall be restricted to personnel authorized by the District's Board of Directors or Manager ("Authorized Personnel").

(b) Access to electronic records shall be password protected and shall be limited to Authorized Personnel. Such passwords shall be changed on a regular basis, shall be at least 8 characters in length and shall contain letters, numbers and symbols.

(c) Any unauthorized access to or other breach of covered accounts is to be reported immediately to the FACT Act Officer and the locks and/or passwords changed immediately.

(d) Personal identifying information associated with covered accounts is confidential and any request or demand for such information shall be immediately forwarded to the FACT Act Officer.

3. Credit and Debit Card Payments.

(a) In the event that credit or debit card payments made over the Internet are processed through a third party service provider, such third party service provider shall certify that it has an adequate identity theft prevention program in place.

(b) Customer account statements and payment receipts shall include only the last four digits of the credit or debit card or the bank account used for payment.

II. Identifying Relevant Red Flags

The District will consider the following risk factors in identifying relevant Red Flags for covered accounts, as appropriate:

1. The types of covered accounts it offers or maintains;
2. The methods it provides to open its covered accounts;
3. The methods it provides to access its covered accounts; and
4. Its previous experiences with identity theft.

The District will incorporate Red Flags from sources such as;

1. Incidents of identity theft that the District has experienced;
2. Methods of identity theft that the District has identified that reflect changes in identity theft risks; and,
3. Applicable supervisory guidance.

The categories of Red Flags will include but are not limited to:

1. Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detection services;
2. The presentation of suspicious documents;
3. The presentation of suspicious personal identifying information, such as a suspicious address change;
4. The unusual use of, or other suspicious activity related to, a covered account; and,
5. Notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the District.

III. Detecting Red Flags

The detection of Red Flags in connection with the opening of new and existing accounts by:

1. Obtaining identifying information about, and verifying the identity of, a person prior to opening an account, for example, using the policies and procedures regarding identification and verification set forth in the District's rules, regulations and policies.

2. Authenticating customers, monitoring transactions, and verifying the validity of change of address requests, in the ease of existing covered accounts.

IV. Responding to Red Flags

The District will document an appropriate response to each Red Flag the District or customer has detected, commensurate with the degree of risk posed. In determining an appropriate response, the District will consider factors that may heighten the risk of identity theft. Those factors include unauthorized access to a customer's account records or notification that a customer has provided information to someone fraudulently or to a fraudulent website. Appropriate responses may include the following:

1. Monitoring a covered account for evidence of identity theft;
2. Contacting the customer;
3. Changing any passwords, security codes, or other security devices that permit access to a covered account;
4. Reopening a covered account with a new account number;
5. Not opening a new covered account;
6. Closing an existing covered account;
7. Not attempting to collect on a covered account or not selling a covered account to a debt collector;
8. Notifying law enforcement; or
9. Determining that no response is warranted under the particular circumstances.

V. Updating the Program

The Districts will update the Program (including the Red Flag determined to be relevant) periodically to reflect changes in risks to customers or to the safety and soundness of the District from identity theft, based on factors such as:

1. The experiences of the District or creditor with identity theft;
2. Changes in methods of identity theft;
3. Changes in methods to detect, prevent, and mitigate identity theft;
4. Changes in the types of accounts that the District offers or maintains; and,
5. Changes in the business arrangements of the District, including mergers, acquisitions, alliances, joint ventures, and service provider arrangements.

VI. Methods for Administering the Program

The Board of Directors is ultimately responsible for the Identity Theft Prevention compliance program. However, the FACT Act Officer is responsible for the day-to-day administration and oversight. The FACT Act Officer is expected to:

1. Assign specific responsibility for the Program's implementation;

2. Review, prepare and provide at least annually, reports on the District's compliance with the Identity Theft Prevention compliance program, the effectiveness of the policy and procedures, significant incidents involving identity theft and management's response; and recommendations for material changes to the Program;

3. Obtain management approval of changes to the procedures and Board approval of policy as necessary to address changing identity theft risks; and,

4. Whenever the District engages a service provider to perform an activity in connection with one or more accounts the FACT Act Officer will ensure that the activity of the service provider is conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. For example, a District could require the service provider by contract to have policies and procedures to detect relevant Red Flags that may arise in the performance of the service provider's activities, and either report the Red Flags to the District, or to take appropriate steps to prevent or mitigate identity theft.

VII. Other Requirements

The Districts will be mindful of other related legal requirements that may be applicable, such as:

1. Implementing any requirements regarding the circumstances under which credit may be extended when the District detects a fraud or active duty alert;

2. Implementing any requirements for furnishers of information to consumer reporting agencies for example, to correct or update inaccurate or incomplete information, and to not report information that the furnisher has reasonable cause to believe is inaccurate; and,

3. Complying with the prohibitions on the sale, transfer, and placement for collection of certain debts resulting from identity theft.

VIII. Identity Theft Prevention Program Red Flags

The District's Identity Theft Prevention Program will include, but not be limited to, the following Red Flags:

Alerts, Notifications or Warnings from a Consumer Reporting Agency

1. A fraud or active duty alert is included with a consumer report.

2. A consumer reporting agency provides a notice of credit freeze in response to a request for a consumer report.

3. A consumer reporting agency provides a notice of address discrepancy.

4. A consumer report indicates a pattern of activity that is inconsistent with the history and usual pattern of activity an applicant or customer, such as:

   a. A recent and significant increase in the volume of inquiries;

   b. An unusual number of recently established credit relationships

   c. A material change in the use of credit, especially with respect to recently established credit relationships; or,

Suspicious Documents

1. Documents provided for identification appear to have been altered or forged.

2. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.

3. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.

4. Other information on the identification is not consistent with readily accessible information that is on file with the District, such as a signature card or a recent check.

5. An application that appears to have been altered or forged, or appears to have been destroyed and reassembled.

Suspicious Personal Identifying Information

1. Personal identifying information provided is inconsistent when compared against external information sources used by the District or creditor. For example:

   a. The address does not match any address in the consumer report; or,

   b. The Social Security Number (SSN) has not been issued, or is listed on the Social Security Administration's Death Master File.

2. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.

3. Personal identifying information such as a phone number or address is associated with known fraudulent activity as indicated by internal or third-party sources used by the District.

4. Personal identifying information of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the District, is provided, such as fictitious mailing address, mail drop addresses, prison addresses, invalid phone numbers, pager numbers or answering services.

5. The SSN provided is the same as that submitted by other persons opening an account or other customers.

6. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening accounts or other customers.

7. The person opening the covered account or the customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.

8. Personal identifying information provided is not consistent with personal identifying information that is on file with the District or creditor.

9. For Districts that use challenge questions, the person opening the covered account or the customer cannot provide authenticating information beyond that which generally would by available from a wallet or consumer report.

Unusual Use of, or Suspicious Activity Related to, the Covered Account

1. Shortly following the notice of a change of address for a covered account, the District receives a request for the addition of authorized users on the covered account and/or a return of a prepaid service fee or other deposit.

2. A new account is used in a manner commonly associated with known patterns of fraud patterns. For example, the customer fails to make the first payment or makes an initial payment but no subsequent payments.

3. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:

   a. Nonpayment when there is no history of late or missed payments;

   b. A material change in electronic fund transfer patterns in connection with a deposit account; or

4. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.

5. The District is notified that the customer is not receiving paper account statements.

6. The District is notified of unauthorized charges or transactions in connection with a customer's covered account.

Notice from Customers, Victims of Identity Theft, Law Enforcement Authorities, or Other Persons Regarding Possible Identity Theft in Connection with Covered Accounts Held by the District or Creditor

1. The District is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.