

RULES, REGULATIONS & GUIDELINES
OF
SIERRA RIDGE METROPOLITAN DISTRICT

Duly Adopted and Approved
October 9, 2014
Revised August 6, 2020
Revised Effective January 1, 2025

Introduction

These Rules, Regulations and Guidelines have been prepared and/or modified by the Board of Directors (“Board”) of the Sierra Ridge Metropolitan District Nos. 1 & 2 n/k/a Sierra Ridge Metropolitan District (“District”). These Rules and Regulations are adopted as provided by §32-1-1001 and §32-1-1004(8)(a), C.R.S. The District has the right, at any time(s), in its sole discretion, to delete from, add to, or otherwise change these Rules, Regulations & Guidelines. These Rules, Regulations & Design Guidelines are intended to supplement and clarify, and not to conflict with, the recorded Declaration of Covenants, Conditions and Restrictions of Sierra Ridge, as amended and supplemented (“Declaration”) (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined).

As of the effective date, these Rules, Regulations and Guidelines are enforceable by the District as provided by applicable law, as well as in the Policies and Procedures. However, no interpretation of these Rules and Regulations, no approval, and no variance or waiver, is valid unless it is in writing duly authorized by the District. Anything claimed to have been said or given by the Board, the District, the District Manager, the Architectural Review Committee (“ARC”), or any committee(s), must be in writing in order to be valid and binding.

The purpose of this document is to provide basic information about the District, its Architectural Review Committee (“ARC”), ARC submittal policies and procedures for Improvements to Property, and with other rules and regulations of the Sierra Ridge Metropolitan District. Please thoroughly review and consult the provisions of these Rules and Regulations when preparing a request for the ARC or need information about general District matters.

The District is responsible for construction of certain public improvements as provided in its Service Plan, maintenance and operation of property owned by the District and has been designated as the enforcement entity for the Declaration of Covenants, Conditions and Restrictions of Sierra Ridge. Quarterly fees are imposed on all Owners within the District for the purpose of paying the costs associated with the administration and operation of the District.

The District is responsible for trash services, snow removal on sidewalks adjacent to District-maintained property and for the maintenance of District property and improvements. The District does not provide snow removal for individual owner properties or sidewalks in front of owner properties. The District will be responsible for the maintenance and operation of the Sierra Ridge Community Clubhouse and neighboring parks and open space upon their completion. Such facilities are public facilities and are operated and maintained for the health, safety and welfare of the public.

These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Board as outlined in the Colorado Revised Statutes governing Special Districts.

GENERAL DISTRICT RULES AND REGULATIONS

1.1 Authority. The District is a governmental subdivision of the State of Colorado and a body corporate with those powers of a public or quasi-municipal corporation, that are specifically granted for carrying out the objectives and purposes of the District in §§32-1-1001 et seq., of the Colorado Revised Statutes.

1.2 Scope. These Rules, Regulations and Guidelines (“Rules and Regulations”) have been adopted, promulgated and amended pursuant to and shall be treated and considered as new and comprehensive regulations, governing the operations and functions of the District.

1.3 Policy. It is hereby declared that the Rules and Regulations hereinafter set forth will serve a public use and are necessary to ensure and protect the health, safety, prosperity, security, and general welfare of the inhabitants of the District.

1.4 Purpose. The purpose of these Rules and Regulations is to provide for the orderly financing, control, construction, management, operation and maintenance of water, sanitary sewer, streets, storm sewer, flood and drainage facilities, park and recreation facilities, traffic and safety control devices, design review and covenant enforcement services, and all other lawful undertakings of the District including any future expansion of said facilities and provision of said services.

1.5 Intent of Construction. 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 thereof is separate and distinct from all other parts. No omission or additional material set forth in these Rules and Regulations shall be construed as an alteration, waiver, or deviation from any grant of power, duty or responsibility, or limitation or restriction, imposed or conferred upon the Board of Directors by virtue of statutes now existing or subsequently amended, or under any contract or agreement existing between the District and any other governmental 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 which is now enacted or may subsequently be enacted by the Colorado General Assembly pertaining to the governmental or proprietary affairs of the District.

1.6 Amendment. It is specifically acknowledged that the District shall retain the power to amend these Rules and Regulations as it deems appropriate and such amendments shall be entered in the Minutes of the District and periodically incorporated in printed copies of these Rules and Regulations. Prior notice of these amendments shall not be required to be provided by the District exercising its amendment powers pursuant to this Section.

1.7 Definitions. Unless otherwise defined in the Declaration in matters specifically governed thereby or the context specifically indicates otherwise, the meaning of terms used herein shall be that normally given unless specifically defined below:

Actual Cost shall mean all direct costs applicable to the construction, repair, cleaning or replacement of a given facility, including surveys, preliminary and design engineering, construction, inspection, administrative and regulatory agency fees, bond fees, all required easements and/or rights-of-way, plan approval fees, "as-built" drawings, attorney's fees, and other costs necessary for completion.

Board and Board of Directors shall mean the duly elected governing body of the District.

Customer shall mean any person, company, corporation or governmental authority or agency authorized to use the public facilities either as a resident of the District or under a permit issued or otherwise authorized by the District for resident or non-resident use.

Developer shall mean the person(s), firm, joint venture, partnership or corporation which owned or operated the land in order to develop it for residential uses and which sought to have the land served by the District.

Facilities shall mean those facilities generally serving the District's service area as a whole. Examples include but are not limited to parks, community centers, swimming pools, shelter houses, open space areas, fences, playgrounds, trails, storm sewer and water detention systems, detention ponds, general safety and traffic systems and landscape and irrigation systems.

Inspector shall mean the District manager, superintendent, engineer, agent, officers, employees of the District, board member or other person so designated by the Board to perform inspections pursuant to these Rules and Regulations.

Manager shall mean the Manager of the District, or if absent, a person duly authorized by the Board to represent the interests of the District.

Owner shall mean the record title holder or lessee with planning or executory powers for an individual parcel.

Permit shall mean written permission of the Board of Directors authorizing applicant a license to use District land or facilities or to receive any other service provided by the District.

Person shall mean any individual, firm, company, association, society, corporation, public entity or group.

Rules and Regulations the Rules, Regulations and Guidelines of the District including all Appendices and Exhibits incorporated therein.

Service Plan shall mean the Service Plan of the District, as approved by Douglas County, and as amended from time to time in accordance with Colorado law.

Shall is mandatory; **may** is permissive.

SECTION 2 – OWNERSHIP AND OPERATION OF FACILITIES

2.1 Responsibilities of the District. It is the District's responsibility to plan, finance, design, maintain, operate and construct all designated Facilities. The District will only construct such facilities or portions thereof when the Board has made a determination that such construction is economically feasible through presently available income, sale of bonds or imposition of District Fees. Such determination may require the District to prepay or guarantee future payment of District Fees or other special arrangements as the Board may determine necessary to construct or expand required facilities.

It is the District's responsibility to finance, design, and construct, replace and/or repair all Facilities as defined herein that may be required or affected as a result of the District's activities. Such Facilities shall be constructed in accordance with plans and specifications approved by the District and Douglas County, and in accordance with minimum standards adopted by these entities.

After satisfactory (as determined by the District) construction, repair or replacement of Facilities and acceptance by the District, the District shall be responsible for the maintenance, operation, and replacement of all Facilities (except as provided during the warranty period) for Facilities that the District accepts upon independent inspection and evaluation. The District shall not be responsible for any Facilities that are dedicated or otherwise conveyed to a third party or governmental entity having jurisdiction. The District shall not be obligated to accept any Facilities. The District shall not be responsible for interruption of availability or inadequacy of facilities.

2.2 Limitation of District Liability. It is expressly stipulated that no claim for damage shall be made against the District by reason of the following: blockage or interruption of storm sewer systems causing backup or flooding; damage to or removal of traffic or safety systems causing injury or accident; death or injury due to the condition or design of Facilities, including playgrounds, swimming pools and other equipment; death or injury caused by entry into any District land, Facility, detention pond or any other District property; voluntary entry and usage of any District Facility, park or recreation program; or for doing anything to the Facilities of the District deemed necessary or appropriate by the Board of Directors. The District shall have no responsibility for notification to Owners or Customers of any of the foregoing conditions. The District reserves the right to temporarily discontinue usage of, or service by any District facilities at any time and for any reason deemed necessary or appropriate by the Board of Directors. The District shall have the right to revoke service or access to the Facilities to any Owner or Customer for violations of these Rules and Regulations in accordance with the procedures set forth in these Rules and Regulations. Nothing in these Rules and Regulations shall be construed as limiting the applicability of the Colorado Governmental Immunity Act to the District.

2.3 Ownership of Facilities. All existing and future District Facilities and any appurtenances thereto shall become and are the property of the District, regardless of whether such Facilities are constructed, financed, paid for, or otherwise acquired by the District, or by other Persons, unless any written contract with an Owner or Customer provides otherwise.

2.4 Right of Entry. The District's Manager, Inspector, agent, officers, employees, or other Person(s) so designated by the District Board, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of these Rules and Regulations. The granting of Right of Entry by the Owner and occupant is a condition precedent and a condition subsequent to the provision of any services or Facilities by the District.

2.5 Modification, Waiver and Suspension of Rules. 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, and any such waiver, suspension or modification must be in writing, signed by the Board or the District Manager. Such waiver shall not be deemed an amendment of the Rules and Regulations. No waiver will be deemed or construed as a continuing waiver.

SECTION 3 - CONDITIONS FOR USE OF FACILITIES

3.1 Who May Use. The Facilities of the District are for the use and enjoyment of the Owners and Customers subject to the payment of all fees, rates, tolls, penalties, charges, and taxes assessed by the District. Specific Rules and Regulations for Facilities are set forth in Exhibit A and the forms appended as Appendix A.1 and A.2.

3.2 Permit for Use. The District may require a permit or other means of access control for use of the Facilities. The District shall differentiate between Persons owning land and/or residing in the District and those who reside outside of the District when assessing fees and charges for use of the Facilities. It shall be a condition precedent to the use of any Facilities that the Person requesting such use provide satisfactory evidence of a Permit for use whenever such evidence is requested by the District. Satisfactory evidence shall consist of a tax receipt or certification in lieu thereof, or State of Colorado picture identification listing the official residence of the holder or other means established by the District. Out of District (this Includes Copper Steppe) Customers shall be allowed access and use of the Facilities through special use contract or other arrangement approved by the Board.

3.3 Inclusions. A Person owning land outside the boundaries of the District, who desires service must include all of his land contiguous to the parcel for which service is requested within the boundaries of the District. A condition of inclusion is that the property Owner dedicate all planned or constructed public Facilities to the District or make cash payment in lieu of such dedication in an amount equal to the Actual Costs of providing the required Facilities as determined by the Board. A formal written request for inclusion within the District shall be made to the District, accompanied by a non-refundable payment in an amount as determined by the District's Board for legal fees and the estimated costs of publication. Any additional costs or fees which may occur shall be assessed and paid prior to consideration of the inclusion of the property by the Board.

3.4 Usage by Non-District (This Includes Copper Steppe) Persons. Non-District (This Includes Copper Steppe) Applicants may rent the Clubhouse for a fee of \$300.00 for the first (4) four hours with a \$500.00 refundable deposit. Fee payment and security deposit must be delivered to the Management Company at least one week prior to renting the Clubhouse. A "Clubhouse Rental Agreement" must be completed, signed and returned to the Management Company at least one week prior to the time of the reservation. Deposits and rental fee must also be paid at this time. Two checks must be prepared for the rental of the Clubhouse, one for the refundable security deposit in the amount of \$500.00 and the other in the amount of \$300.00 for the Clubhouse Rental Fee for the first four (4) hours, each additional hour is \$100.00. The checks are to be made payable to Sierra Ridge Metropolitan District. The key to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of the Management Company. The key must be picked up at the Management Office located at 3600 S. Yosemite Street, Suite 400, Denver, CO 80237 and the Non-District (This Includes Copper Steppe) Applicant shall provide a copy of his or her identification, which must accompany the Clubhouse Rental Agreement. The key will then need

to be returned to the Management Company within 72 hours of the event. An Event Use Checklist for the Clubhouse will be provided with the key. This is to be completed, signed, and returned with the key to avoid additional charges. After inspection satisfactory to the Management Company, the security deposit will be shredded within 7 days. If the inspection reveals damages to the Clubhouse or its contents, the Management Company may apply some or all of the deposit to repair or replace the damaged items. The Management Company will provide a statement regarding application of the deposit within 15 days of the event. In every case where the District provides services or use of Facilities to Persons or property outside of the District boundaries, the District reserves the right to discontinue the service when, in the judgment of the Board of Directors, it is in the best interest of the District to do so. Any exception to this rule requires specific reference in a service contract, Facilities Permit or other agreement approved by the Board of Directors.

3.5 Application for or Denial of Use. Application for service or for use of Facilities must be filed with the District on forms provided by the District and accompanied by appropriate fees prior to any usage of the District's property or Facilities. Only upon authorized approval of the application and receipt therefor may use of District property or Facilities proceed. All forms, fees and deposits are due at least one week prior to the reserved use of the Facilities.

The District reserves the exclusive right to deny application for use of District property or Facilities, when in the opinion of the Board or its authorized representative, granting of the application or Permit would create excessive seasonal or other demand on the property or Facilities. Denial may also be based upon an unresolved obligation between the District and the applicant, inadequate provision of information on the application or any other reason as determined by the District.

3.6 Cancellation of Application or Permit. The District reserves the right to revoke any prior approval of an application or Permit before or after service or use of Facilities has been provided, for any violation of these Rules and Regulations.

3.7 Unauthorized Use. No Owner, Developer, Customer or other Person shall be allowed to use the property or Facilities, or to move, alter, destroy or otherwise impact District property or Facilities without prior approval and Permits, payment of required fees and adequate supervision and inspection by the District or its designee. Upon discovery of any unauthorized use the applicable fees for such use and all Actual Costs for repair, replacement or assessment of other penalties or fees as set forth in these Rules and Regulations shall become immediately due and payable by the perpetrator. The unauthorized use fee shall be payable at twice the amount normally charged for such service or use of the Facilities or at a rate determined by the Board. The District shall personally serve or send written notice to, the unauthorized user stating the nature of the unauthorized use and the payment required therefor. The unauthorized user shall immediately pay the required amount. If the amount is not paid the District may pursue all remedies afforded under law. The District also reserves such rights of foreclosure as may be provided by law for the collection of unpaid fees and charges of the District.

3.8 Responsibilities of Facility Users and District Residents. All users of District Facilities, whether District residents or out of District (This Includes Copper Steppe) Customers shall abide by these Rules and Regulations, the specific requirements of Appendix A to these Rules and Regulations and all other requirements as adopted by the Board of Directors. In general, facility users, Owners and Customers shall not cause or allow to be caused, damage, alteration or modification to any District Facilities without the prior written authorization of the District. All users shall pay fees, taxes, penalty fees and other charges as they become due and shall present all required permits or authorization for inspection by District representatives upon request.

3.9 Enforcement. If any action(s) by an Owner, Customer or other Person is in violation of these Rules and Regulations the District will initiate procedures to obtain compliance with these Rules and Regulations. Any Owner, Customer or Person who intentionally or negligently violates any provisions of these Rules and Regulations or conditions set forth in Permits or authorizations from the District shall be liable civilly to the District and shall be subject to removal from District property and denial of further access to use thereof. The District may petition the District Court to impose, assess and recover penalties, fees, late charges and Actual Costs related to the infraction. Notice of violation(s) shall be mailed to the Owner, Customer or Person at the address of record. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction.

3.95 Indemnification. Each Person using or entering into District Facilities agrees as a condition of such entry and use to indemnify and hold harmless the District, its Board, consultants, employees, contractors and vendors from any and all claims or claims alleged to arise out of the Person's use of the Facilities, the condition of the Facilities or any act or failure to act of the District.

SECTION 4 – COVENANT ENFORCEMENT POLICY

4.1 Power. The Board of Directors or its representative shall have the power and duty to hear and make decisions relating to violations and written complaints and to impose fines or other sanctions, pursuant to the District's Covenant Enforcement Policy contained herein. The Board or its representative may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Declaration of Covenants, Conditions and Restrictions of Sierra Ridge ("Declaration"), the District's Service Plan, Resolutions and Bylaws (collectively the "Documents") promulgated thereunder, and to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Documents, and the District is not required to follow these enforcement provisions before pursuing such other remedies. The District may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

4.2 Complaint. A proceeding to determine if the Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint with or by the District's Board or its representative. The complaint shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved in the violation. Complaints may be generated by inspection, investigation or observation by the District or its representative.

4.3 Violations Requiring Immediate Attention. Notwithstanding other enforcement provisions contained in this Covenant Enforcement Policy, certain violations of the restrictions contained in the Declaration and/or the Rules and Regulations may require immediate responsive action or cure. Violations including, but not limited to, parking, snow removal, trash receptacles, Halloween decorations or lights (displayed before October 1st or remaining after November 7th), nuisance, annoying lights, sounds or odors, or involving hazardous activities or materials, may be enforced by the District or its representative by providing written notice of the violation, the action or actions required to cure the alleged violation, and the

applicable period allowed to cure, which cure period may involve a limited number of hours or days, but which will be reasonable for the particular circumstances.

Failure to cure the violation in the allotted time period may result in the imposition of daily fines in the amount of not less than \$25.00 per day, and other enforcement measures as determined in the discretion of the Board. The District may immediately impose fines, subject to subsequent review at a hearing before the Board. The hearing shall be requested in writing with payment of the deposit described in Section 4, within fifteen (15) days of the date that the first written notice of fines. Failure to timely submit a written request for hearing and deposit, will result in waiver of the right to a hearing. Recurring violations under this Section 3 involving the same or substantially similar factual circumstance (for instance, removing then returning a trailer to park at the residence on multiple occasions while not actively being loaded or unloaded and thus not an apparent “temporary expedient,” or regularly, improperly placing or storing a trash receptacle in violation of the rules) may result in daily fines.

4.4 Notice of Complaint and Warning Letter. Upon receipt of a written complaint, if the Board or its representative, which may include but not be limited to the District Manager, determines that the allegations in the complaint are sufficient to constitute a violation of the Documents and that further action is warranted, within 30 days after receipt of the complaint the District shall send a warning letter ("Warning Letter") to the person(s) (the "Respondent") alleged to have violated the Documents, by prepaid, first class United States mail addressed to the mailing address of the Respondent appearing on the records of the District. The Warning Letter shall advise the Respondent of the following:

(a) the details of the complaint, or include a copy of the complaint; (b) that the District has reason to believe that the Respondent has violated the Documents of the District; and (c) directing that the Respondent cease the violating activity and that the Respondent will have fifteen (15) days from the date the Warning Letter was mailed to come into compliance, and the action or actions necessary to come into compliance, or to submit a written request for a formal hearing. A deposit in an amount of Two Hundred Dollars (\$200.00) per request for hearing shall be submitted to the District to cover the costs of the hearing until the final decision following such hearing is issued. The deposit shall be refunded to the Respondent if the District or its representative renders a final decision in favor of the Respondent. If the final decision is against the Respondent, the deposit shall be applied to the costs of the hearing and the Respondent shall be responsible for all costs including the fees for the hearing officer, attorneys' fees and all other associated costs including costs in excess of the deposit.

4.5 Continued Violation After Warning Letter and Hearing. If, following the Warning Letter and opportunity for hearing, the District receives further complaint of the same or similar violations by the same Respondent or that the Respondent has not corrected the violation within the time permitted in the Warning Letter and the Respondent has not requested a hearing in writing, the District shall send a second notice to the Respondent, by prepaid, first class United States mail addressed to the mailing address of the Respondent. The notice shall advise the Respondent of the following: (a) the details of the complaint, or include a copy of the complaint; (b) the remedial action that may be taken; (c) that the Respondent has waived his or her right to be heard; and (e) the District's right to make a determination with respect to the allegations contained in the subsequent complaint(s) based on all relevant facts and circumstances.

4.6 Hearing and Appeal. Each hearing shall be held at the scheduled time, place and date, unless the Respondent has failed to respond or appear at the hearing. Notice of hearing shall be given by certified mail

at least seven (7) calendar days prior to the date of the hearing, unless the Respondent requests or agrees to a hearing sooner. The District may grant continuances for good cause. The hearing shall be conducted by the Board or a representative (an impartial decision-maker) designated by the Board (collectively the “hearing officer”). The hearing officer may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit it to reach a just decision. Any party may elect not to present evidence at the hearing. Any decision by the hearing officer shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. All decisions of the hearing officer may, within fifteen (15) days from the date the decision was mailed, be appealed to the Board by submitting a written request for hearing to the Board. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the Respondent relies and shall contain a brief statement of the complainant’s reasons for the appeal. In response the District shall compile a written record of the hearing as conducted before the hearing officer. The appeal shall be considered at the next Board meeting held not earlier than ten (10) days after the filing of the request for appeal. The appeal shall be limited to a review of the record on appeal and the appeal request, no additional evidence shall be permitted. Each hearing and appeal to the Board shall be open to attendance by all residents of the District, unless otherwise agreed by the parties.

4.7 Decision. If the Respondent does not appear but a written response is filed, the hearing officer shall render its decision based on the information contained in the complaint and the written response, considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made, the hearing officer need not conduct a hearing or make any further findings except that it may determine that the Respondent's failure to appear or respond constitutes a waiver of the right to a hearing, and a no contest plea to the complaint, and impose the fines or sanctions provided for herein. If an appearance is made, after all testimony and other evidence has been presented to the hearing officer at a hearing, the hearing officer shall render its decision(s), taking into consideration all of the relevant facts and circumstances. Except as provided herein, the hearing officer's decision shall be in writing and shall be mailed to the Respondent (and its attorney, if any) within fifteen (15) days following the hearing. Following appeal, the Board shall make written findings and shall send notice of its decision to the Respondent by certified mail within thirty (30) days following the Board meeting at which the appeal was considered.

4.8 Enforcement. The provisions of this policy shall not limit, or be a condition precedent to, the District's right to enforce the Documents by any means available to the District, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief or damages. The District shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the District in connection with any enforcement action, including any proceeding under this Policy. Without limiting the District's remedies under the Documents, the District may assess fines, suspend membership privileges, certify delinquent amounts to the County Treasurer for collection, and impose other sanctions in accordance with this Policy. If the violation involves damage to District property, the violator shall also pay the costs of repair or replacement. The District may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation and for up to sixty (60) days thereafter, unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to sixty (60) days thereafter.

4.9 Fines. Fines may be levied by the District for violations of the Documents as follows:

<u>Number of Violations in 12 Month Period</u>	<u>Fine Amount</u>
Warning Notice	\$ 0.00

First Notice	\$ 75.00
Second and subsequent Notices	\$ 300.00
Referral to Legal	Legal Fees Imposed
Alcohol Being served without the Necessary Paperwork	\$1,000.00

4.10 Habitual Offenders and Continuing Violations. A resident who accumulates three (3) or more violations of the same covenant, rule or regulation within a three (3) month period will be deemed to be a habitual offender. For habitual offenders who have: uncured violations requiring immediate attention, continuing violations, or violations which have an indefinite commencement or termination date, the District may impose such additional fines as are deemed reasonable by the District, including daily fines, without regard to the schedule set forth above.

4.11 Willful and Wanton Violations. In the event of a determination by the District of a willful, wanton or flagrant disregard for the provisions of the Documents, or based on the severity of the violation, the District may impose such additional fines as are deemed reasonable by the District without regard to the amounts or schedules set forth above.

4.12 Responsibility for Actions of Tenant or Guest. Owners shall at all times be responsible for the actions of their family members, tenants and guests. In the event that an Owner's tenant or guest violates the Documents and a fine or sanction is imposed, the fine or sanction shall be assessed against that Owner.

4.13 Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the District deems that any alleged violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual, the District may take the appropriate action necessary to abate the threat to health, safety or welfare of the community or individual.

4.14 Miscellaneous.

4.14.1 Failure by the District to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.

4.14.2 Fines imposed pursuant to this Policy shall become an assessment imposed against the record Owner's real estate and enforceable as provided in the Documents.

4.14.3 The provisions of this Policy shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

4.14.4 The provisions of this Policy shall replace and supersede any other Rules or Regulations of the District in conflict herewith addressing the enforcement of the District's Documents.

The District's Board of Directors shall hereafter take or direct such additional actions to be taken and execute such other or additional documents as may be necessary to affect the intents and purposes of the actions reflected herein.

SECTION 5 – COLLECTION OF PAST DUE AMOUNTS

5.1 Due Dates. The payment of District Fees imposed by the District shall be due and payable on the first day of the month of each quarter (January 1, April 1, July 1 and October 1) unless such Fees and payments are required to be made as a one-time payment. District Fees or other charges not paid in full to the District on or before the due date shall be considered past due and delinquent. District Fees or other charges not paid in full to the District within thirty (30) days of the due date, in addition to incurring late charges and interest and such other penalties as may be contained in the District's Collection Policy, effective as of January 1, 2025 shall also result in the suspension of access to the District's clubhouse and pool for the duration of the delinquency (i.e. until the delinquent account has been paid in full). The suspension of access shall be achieved by turning off the access fobs assigned to the delinquent resident address.

5.2 Receipt Date. The District shall post payments on the day that the payment is received in the Management office.

5.3 Late Charges and Interest on Delinquent Installments. The District shall impose on a monthly basis interest and a \$15.00 late charge for each residential property which fails to timely pay any District Fee within thirty (30) days of the due date. The interest and late charge shall be payable immediately upon imposition and shall constitute a statutory and perpetual lien against the residential property for each delinquent account. The District shall impose interest and the late fee of \$15.00 per month or portion thereof from the date due until the amount of the District Fees, interest and late charges imposed for each residential property have been paid in full. If not paid in full, the District Fee and related charges and fees may be referred to an attorney for collection or for other action in accordance with law.

5.4 Personal Obligation for Late Charges. The late charge shall be the personal obligation of the owner(s) of the residential property as well as a perpetual lien against said residential property for which such District Fee or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided as set forth herein for payment of any District Fees.

5.5 Other Charges. To the extent permitted by law, the District may levy and assess charges, costs and fees, for matters such as, but not limited to, the following, in such amount(s) as the Board of Directors may determine, including reimbursement of charges that are made to the District by its managing agent or other Person; copying of District or other documents; returned checks, telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a residential property; notices and demand letters; and other charges incurred by the District. As an additional expense permitted under these Rules and Regulations and by Colorado law, the District shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of District Fees or other charges due the District from a delinquent owner and residential property, together with post-judgment and appellate attorneys' fees and costs incurred. The reasonable attorney fees and collection costs incurred by the District shall be due and payable immediately when incurred, upon demand and shall constitute a perpetual lien against the residential property.

5.6 Application of Payments. All payments received on account of any residential property owner or the residential property, shall be applied to payment of any and all legal fees and costs (including attorney fees and collection agency fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such residential property pursuant to the Declaration, or these Rules and Regulations, prior to application of the payment to any special or regular Fees or assessments due or to become due with respect to such residential property.

5.7 Collection Process

- 5.7.1 Courtesy Statement.** After an installment of a District Fee or other charges due to the District becomes more than 10 (ten) days delinquent, the District will send a Statement of Account.
- 5.7.2 First Notice of Delinquency.** After an installment of a District Fee or other charges due to the District becomes more than 30 (thirty) days delinquent, the District will send a written notice ("First Notice") of nonpayment, amount past due, notice that late fees will accrue and request for immediate payment.
- 5.7.3 Second Notice of Delinquency.** After an installment of District Fees or other charges due to the District becomes more than 60 (sixty) days delinquent, the District shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that late fees will continue to accrue and request for immediately payment.
- 5.7.4 Referral to Attorney.** After an installment of District Fees or other charges due to the District becomes more than 90 (ninety) days delinquent and another installment is due, the District may, in its sole discretion, turn the account over to an attorney for collection or take such other action as it deems appropriate and as authorized under Colorado law.

5.8 Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an owner of a residential property, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any residential property within the District, the District's Manager shall notify the District's attorney of the same and turn the account over to the District's attorney, if appropriate.

5.9 Deviations. The Board may deviate from the procedures set forth in this Article if in its sole discretion such deviation is reasonable under the circumstances.

SECTION 6 – MISCELLANEOUS

6.1 Fireworks Enforcement. The Board of Directors has determined that the District's covenant enforcement powers do not provide an efficient or effective means for addressing complaints about fireworks. The Board encourages residents with complaints about fireworks to contact local law enforcement (Douglas County Sheriffs' Department) for more timely response.

6.2 Halloween Decorations and Lights. Decorations and lights for Halloween may be displayed no earlier than October 1st and must be removed within one (1) week following Halloween on October 31st (by November 7th).

DESIGN REVIEW SUBMITTAL PROCEDURES

All Improvements that you are planning to make on your property **MUST BE SUBMITTED AND APPROVED** by the Architectural Review Committee (ARC) prior to any installation. The term "Improvements" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, all landscaping features and hardscaping features, including but not limited to buildings, structures, outbuildings, car ports, solar equipment, swimming pools, hot tubs, satellite dishes, antennae, tennis courts, tree houses, gazebos, garages, sheds, signs, patios, patio covers, awnings, solar collectors, yard art (including but not limited to statues, fountains, bird baths, and decorative pieces), paintings

or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, driveways, dog runs, fences, including gates in fences, basketball backboards and hoops, swing sets and other play structures, screening walls, retaining walls, walkways, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, groundcover, excavation and site work, removal of trees or plantings, exterior light fixtures, poles, signs, exterior tanks, exterior air conditioning, cooling, heating and water softening equipment, if any.

The Architectural Review Committee shall consist of three (3) or more natural persons. The Board of Directors of the District has the authority to appoint the ARC and/or to delegate some or all architectural authority, as provided in the Declaration.

The District shall have the right and authority to: (a) delegate, in writing, some or all the architectural authority to one or more other Persons, who shall be the ARC's representative to act on its behalf. If the ARC delegates any authority, then the actions of such representative shall be the actions of the ARC, subject to the right of appeal as provided below. However, if such a representative is appointed, the District shall have the power to withdraw from such representative any of such representative's authority and shall also have the power to remove or replace such representative.

The Architectural Review Committee shall endeavor to exercise its judgment to the end that all Improvements reasonably 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 Architectural Review Committee may require that the applicant(s) reimburse the ARC for the actual expenses incurred, or reasonably anticipated to be incurred, by the ARC, in the review and/or approval process.

In addition to the required approvals by the Architectural Review Committee as provided in this Article, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by Douglas County, Colorado, if required, shall be a precondition to commencement of construction of, alteration of, addition to or change in, any Improvement. The ARC shall not review or approve any proposed Improvements for compliance with governmental requirements.

In addition to the authority that is given to the ARC in this Declaration, as well as such authority as may be implied from any provision(s) of this Declaration, the ARC shall have all authority and to receive and review complaints from one or more Owners, any Declarant, one or more Builders, or any other Person(s), alleging that a violation of any of the Governing Documents has occurred or is occurring. Please use the submittal form (Exhibit B) to help you coordinate all information. Requests for approval must be in writing and should be e-mailed, mailed or faxed to the managing company (address and fax numbers are on the submittal form and on the introductory page). The management company will forward requests to the ARC Committee, track them through the submittal process and return written information to you regarding the Committee's decision.

Submittal Procedure:

1. Plans and specifications should be detailed and include the following:
 - Plot plan showing the location of the improvement(s).
 - Landscaping descriptions – identify trees, shrubs, mulch areas, flower beds, vegetable plots, and pathways, play equipment, etc.

- Height, width, length, materials description, and color samples for any structures or equipment.
 - Paint samples must be at least 8” x 10”
 - Don’t forget to include your name, your address and phone number (mailing address for you if different than that of the property).
2. The ARC strives to respond to requests quickly, however, the Committee normally meets once per month at irregular intervals, and it may take up to 30 days after the submittal is received for a response to be sent to you.

Decisions will be emailed or mailed to you in written format and will be one of four responses:

- Approval
- Approval with conditions
- Denied - Request for additional information
- Denied

If you do not receive a written response within 45 days, the request is deemed DISAPPROVED. Please contact the management company as soon as possible to discuss the issue.

If a request is denied, you may appeal the decision of the ARC to the Board of Directors by submitting a written request through the management company within 45 days of denial. The Board of Directors will then set a date for a hearing and notify you as to the time and place.

ARCHITECTURAL AND ENFORCEMENT

RULES, REGULATIONS AND GUIDELINES

Accessory Structures

Approval is required prior to installation. All structures, such as gazebos, greenhouses or play sets will be evaluated on their individual merit, intended use, location on lot and appearance. Samples, brochures, photographs, materials description, and a plot plan showing the proposed structure TO SCALE are required. Structures should be placed to avoid unreasonable impact into neighboring yards. Dimensions must be included in the drawings.

See also Dog Runs, Play Equipment and Sheds and Storage Structures.

Additions & Remodeling

Approval is required prior to installation. Additions, expansion, or remodeling which will alter the exterior of any residence must include detailed plans, specifications, dimensions, and location. All plans for such improvements must match the overall theme of the residence. Those that do not will automatically be denied.

Certifications from licensed engineers and/or ARC may also be required and all appropriate city or county permits must be obtained.

Address Numbers

Approval is not necessary if replacement of address numbering matches exactly to existing numbering. Approval is required to replace or relocate existing address numbers with anything of different shape, size, texture, etc. Numbers may not exceed 6” in height.

Advertising

See Signage.

Animals See “Pets” section for further information

Subject to the Declaration, and the following subsections, animals are permitted to be kept in the Community to the extent and as permitted by law.

- The leash laws and all other governmental and quasi-governmental laws and regulations must always be complied with.
- Animals shall, for the most part, be retained on the Lot, or in the residence, of the owner of such animals. To the limited extent that animals are not on the Lot, or in the residence, of the owner of such animals, for example when taking a dog for a walk, the animals shall be on a leash (in the case of dogs) or under the control of such owner, and such owner shall immediately clean up after such animals.
- The keeping of animals is a privilege, and such privilege is coupled with the responsibility to pay for all damages caused by such animals and all costs incurred as a result of such animals.

Antennas

The District recognizes the owners’ right to install and use satellite dishes and antennas to receive television broadcast signals and video programming via multi-point distribution services (“Permitted Devices”). The intent of this section is to encourage District homeowners to consider community aesthetics when installing Permitted Devices.

This Section is not intended to: unreasonably delay or prevent installation, maintenance or use of a Permitted Device; unreasonably increase the cost of installation, maintenance or use of a Permitted Device; or preclude reception of an acceptable quality signal.

In compliance with the Telecommunications Act of 1996, and the rules and regulations promulgated by the Federal Communications Commission, installation of the following Permitted Devices dishes do not require pre-approval by the Committee:

- Satellite dishes designed to receive direct broadcast satellite service which are eighteen inches (18”) or less in diameter
- Satellite dishes designed to receive video programming services via multi-point distribution services which are eighteen inches (18”) or less in diameter or diagonal measurement
- Antennas designed to receive television broadcast signals.
- Only 1 (one) Satellite dish shall be installed on the home.

Permitted Devices may only be installed solely on individually owned property as designated on the recorded deed or other document defining the portions of individually owned property.

Whenever possible, Permitted Devices should be placed in the least conspicuous location on the lot where an acceptable quality signal can be received, and not visible from the street, common areas or neighboring homes. Alternatively, Permitted Devices may be screened from the view from adjacent homes in a manner approved by the Committee. Any Permitted Device should be as small and unobtrusive as possible and, in the case of an antenna, may be installed on the exterior of a home only if installation in the attic portion of the home is not physically possible or would impair reception.

Permitted Devices and visible wiring must be painted to match the color of the structure to which it is attached, if such painting does not impair the quality of the signal or void the manufacturer’s warranty.

Owners shall not permit their Permitted Devices to fall into disrepair or to become safety hazards.

Awnings & Overhangs

Approval is required prior to installation. Awnings or overhangs 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. Any awning or overhang must be kept in a neat, clean and attractive condition.

Basketball Hoops

Permanently installed backboard hoop units attached over the garage are not permitted.

PORTABLE HOOPS: Approval is not required provided the following guidelines are met:

For safety and access reasons, portable hoops may not be placed in the street or on the sidewalk except during actual play. Portable hoops are allowed in the driveways however, Owners are encouraged to store such portable unit out of view from any street, common area or ground floor of any adjacent lot, except during actual play.

BACK-YARD INSTALLATION: Approval is required prior to installation. All requests will be evaluated on placement and circumstances of each backyard, as well as court area surface, visual screening, and proximity to neighbors. See also Play Equipment.

Barbecue Grills and Outdoor Cooking Appliances

Fire safety measures shall be adhered to in locating and supervising the use of Barbecue Units on lots.

Barbecue Units must be contained within the rear yard.

Barbecues Units shall be located a minimum of five feet (5') from any property line.

Barbecue Units more than six feet (6') in height shall be located a minimum of ten feet (10') from any property line.

Any Barbecue Unit, including its chimney, shall not exceed a height of ten feet (10') as measured from the main finished floor level of the home.

Boats

See Vehicles

Business Activities (See Section 7.3 of the Governing Documents)

Home businesses must have approval. In general, home businesses must not have regular visitors, clients, employees, or deliveries; nor be apparent or detectable by sight, sound, or smell from the exterior of the Lot.

- The business conducted is clearly secondary to the residential use of the dwelling unit and is conducted entirely within the dwelling unit.
- The existence or operation of the business is not detectable from outside the dwelling unit by sight, sound, smell or otherwise, or by the existence of signs.
- The business does not result in an undue volume of traffic or parking that effects the Community.
- The business confirms to all zoning provisions and is lawful in nature.
- The business confirms to all District Rules and Regulations and policies and procedures.

Campers

See Vehicles

Clotheslines

Exterior clotheslines, drying racks and drying yards are not permitted unless such clotheslines are approved by the ARC and are placed upon a lot so as not to be visible from neighboring property or adjoining streets.

All outdoor clothes poles, clotheslines, and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

Retractable clotheslines will be allowed and must be retracted when not in use, all others will require approval prior to installation.

Decks

Approval is required prior to installation. Decks must be redwood or wood look/textured material (Trex decking or comparable product). Wood decks shall be left their natural color, stained with a clear sealer, or may be stained in a color that is compatible with the color scheme of the home. Painted decks are not permitted. Wood-look materials must also be a color compatible with the color scheme of the home. Decks must appear to be an integral part of the residence, and, in general, no part of the stairs or landings will be allowed to extend into the side property area beyond the back corners of the home. Deck railing must also match that of the deck, existing railing on the house or the general scheme within the community. Deck skirting is not allowed on decks that are more than two feet (2') above finished grade. No freestanding decks will be approved.

All decks must comply with the Douglas County Planned Development standards for minimum setbacks.

Deck Covers

Approval is required prior to installation. Must be of material to match either the deck or the home in both material and color. Consideration must be given regarding line-of-sight views from neighboring properties.

Decorations, Seasonal

No approval is required provided materials are in good taste. The ARC reserves the right to prohibit any holiday decorations it deems inappropriate for the image of the Sierra Ridge District.

- Figurines, lawn ornaments or other displays may not be mounted on roofs or located outside of lot fences
- Sensitivity to light levels should be applied when installing decorative holiday lighting. Exposed spotlights prohibited
- Luminarias are permitted along driveways and patios but prohibited on roofs or parapets. Paper luminarias with candles are discouraged due to potential fire danger. If used, care must be taken that paper luminarias do not blow away or litter adjacent properties
- Exterior holiday music is not permitted except for that which is played for personal and social enjoyment within a lot's outdoor living spaces

Christmas holiday exterior decorations and lighting may not be displayed or installed earlier than 30 days prior to the holiday, and are removed 15 days following the holiday.

- Except as set forth below, decorations for any other holiday may be displayed no more than two (2) weeks prior to the holiday and must be removed within one (1) week following the holiday.

Decorations and lights for Halloween may be displayed no earlier than October 1st and must be removed within one (1) week following Halloween on October 31st (by November 7th). See **Lights**, below, for rules relating to **Permanent Exterior Lighting** and use during holidays.

Decorations, Permanent

Any permanent items such as yard statuary, arbors, birdbaths, fountains, wall-mounted art, etc. are not allowed in the front area of the property. A birdhouse or birdfeeder, which is mounted on a pole may only be installed in the backyard and will still require ARC approval.

Dog Runs

See Pet Enclosures and Houses

Doors

ARC approval is not required if the following conditions are met:

- Screen/Storm/Security doors: Must be a neutral color or match existing color of home. Scrollwork and filigree are not permitted.
- Entry doors: must be stained or painted a color that is compatible with trim and siding color of home.

Any other door style or color must be submitted for approval. Unpainted aluminum doors are not permitted. See also Painting.

Drainage

There shall be no interference with the established drainage pattern over any property within the Community except as approved in writing by the ARC. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern that exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the ARC. The certified drainage pattern may include the drainage pattern: (a) from District Properties over any Lot or Tract; (b) from any Lot or Tract over the District Properties; (c) from any property owned by any third party over any Lot or Tract; (d) from any Lot or Tract over property owned by any third party; or (e) from any Lot or Tract over another Lot or Tract.

Each property owner is required to contain mud, silt, or other debris on his/her own property. Owners are not allowed to increase or decrease historical flows of water onto adjacent property.

Driveways & Sidewalks

Extension, expansion or widening of a driveway is not allowed. Parking in rear or side yard area is not permitted.

Sidewalk repair does not require prior approval; however the repair must be completed to match existing sidewalk exactly and may require approval from local City/County building departments. Sidewalk or walkway additions of any kind require prior approval of the ARC prior to installation.

Fences/Gates

Approval is required prior to installation for any type of fencing. No double fencing is permitted. Limited use of fencing around hot tubs, animal enclosures, or play areas will be considered on a case-by-case basis. Each case will be considered on its individual merit and need.

Perimeter/OpenSpace fencing installed by the builder/developer **may not be removed, changed, or modified** except for the installation of 2"x4" heavy gauge wire. Heavy gauge wire must be professionally installed or installed properly by using the "stretch" method and be placed on the interior of the fencing. **No gates will be allowed in any fencing to provide access from lots to open space areas.**

Six foot (6') solid Privacy style fencing

- Solid privacy fencing, internal to a lot, may be installed provided such **lot is not adjacent to or abutting next to a, park, school playground, open space, common area, or internal bike/pedestrian path**
- Fencing may not be placed any further forward on the lot than two feet (2') behind the front corners of the main living areas of the home, including the garage, unless approved by the ARC.
- Privacy fencing must be tapered down (or "stepped") to meet any existing open rail.

48 inch (48") Open 3-Rail style fencing

- Homes backing to or abutting, **park, school playground, open space, common area, or internal bike/pedestrian path**, may only install 48 inch (48") Open 3-Rail fencing along those lot lines, and must place entire fence inside property lines as to be the sole responsibility of the homeowner.

Each Owner shall be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, any fence located on such Owner's lot, unless such fence is to be maintained by the District. Any fence located on a lot line between two Units shall be maintained jointly by the Owners of such Units if the fence was installed by the respective builder. Any fence located on a lot line between two lots that was installed by one of the Owners shall be maintained by the Owner who installed the fence.

Fence Stain Required – All street-facing and common area facing fences shall be stained with Guiry's G7-18093 (water base) or G7-18092 (oil base). All other fencing may be stained with one of the following options, as long as the same option

is consistent throughout the fence: 1) Guiry's G7-18093 or G7-18092, or 2) Behr Transparent Natural Color.

Fireplaces (exterior)

Only gas fueled fireplace and fire pit features are permitted. Exterior fireplace design must complement the architectural style, materials and colors of the home and conform to the following guidelines:

- Exterior fireplaces and/or fire pits must be contained within the rear yard
- Internally mounted spark arrestors should be considered a part of the finished design
- A fireplace or fire pit shall be located a minimum of five feet (5') from any property line
- A fireplace or fire pit taller than six feet (6') shall be located a minimum of ten feet (10') from any fence
- Any freestanding exterior fireplace, including the chimney, shall not exceed a height of ten feet (10') as measured from the main finished floor level of the Home.
- No open fires.

Flags and Flagpoles

The display of up to two flags on a unit owner's property, in a window of the unit, or on a balcony of the unit is permitted provided the flag(s) do not exceed 5 square feet. Bracket holders are permitted without prior approval.

Permanent free-standing flagpoles must be approved by the ARC before installation and may not exceed the peak of the roof.

Flags must be kept/flown at all times in a neat and attractive condition.

Garage Sales

No approval is required for garage sales provided the items for sale are personal household goods, and have not been purchased for re-sale in bulk, at auction or estate sale, and provided the sale is held in such a manner so as to not disturb other residents of the community. All garage sales must comply with applicable municipal requirements. The District reserves the right to place limitations on the number of times in one year that an individual property can be used for garage sales.

After the conclusion of the garage sale, no items can be left out on the driveway, sidewalk, or street unless the homeowner is having the items picked up within 48 hours following the garage sale. Under no circumstance can items remain visible for 48 hours.

Gardens

Approval is required, for flower and vegetable gardens and beds and should be shown on submittals of landscaping plan. Vegetable gardens are limited to back yards and height of mature plants shall not exceed 6 feet. All gardens shall be kept in a neat, weed-free condition.

Gazebos

Approval is required prior to installation for all freestanding structures. Each submittal will be considered on its individual merit and intent. See also Accessory Structures. Dimensions must be included in the drawings.

Grade Change

See Drainage.

Greenhouses/ Sunrooms

Approval is required prior to installation. Each submittal will be considered on its individual merit and intent. Dimensions must be included in the drawings.

Hazardous Activities

No activities shall be conducted on any Unit, or within Improvements constructed on any Unit, which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Unit, and no open fires shall be permitted on any Unit, barbecue grills are permitted while attended to and used for cooking purposes. Gas fireplaces and/or

fire pits are also permitted with written approval. Campfires or picnic fires on property which may be designated for such use by the District are not permitted. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Unit except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

Hot Tub, Spa, Sauna, etc.

Approval is required prior to installation for any exterior hot tub, spa equipment, sauna or Jacuzzi. The equipment must be designed as an integral part of a deck or patio area and installed in such a way that it is not immediately visible to or will adversely impact neighbors by noise, drainage or other such problems. The equipment will only be permitted in back yards at ground level.

Landscaping

The landscape for the Streetscape (also referred to as the “Tree Lawn”), being the area between the curb and the front of the sidewalk, is the responsibility of the homeowner. With the prior approval of the ARC, owners may install native and naturalized plants to reduce water consumption and fertilizer use in the Tree Lawn. The landscape plans should be consistent with the District’s Water Wise Gardens Guide (available on the District’s website and appended as Exhibit C).

Landscaping shall be completed within six (6) months after initial conveyance of the property to the owner, with consideration given to planting seasons. Should an extension be foreseen due to time of year, written notice must be made to the ARC prior to the 6 month expiration, at which time; the ARC will issue a new time requirement to the owner, but in no case later than 12 months after conveyance.

When planning landscape improvements, considerations should be given to plant materials that do not require excessive moisture around foundations. Neighbors’ views should be considered when locating trees and shrubbery.

All unimproved areas at the time of conveyance must be landscaped using at least 50% plant material (such as irrigated turf, shrubs, trees, or other planted material). Owners are encouraged to incorporate drought tolerant, low irrigation demand plants into their landscaping plans. Approval is required:

- A. Landscape plans and designs must be submitted to the ARC.
- B. Retaining walls or grade changes.
- C. Hardscape or paving, which may include, but not be limited to pavers, sidewalks, patios, stone paths, etc.
- D. Has less than 50% sod in the “front” and/or “rear” yards.
- E. If the property is adjacent to open space (parks, common areas, etc.) or roadways.
- F. If the landscape plan contains any proposed Improvement not specifically mentioned within these Design Guidelines, or if any such desired Improvement is described herein as requiring approval prior to installation.

Landscaping must be kept at all times in a neat, healthy, weed-free, and attractive condition.

Approval is required prior to the installation of artificial turf. Artificial turf is only allowed in back yards. The back yard must be enclosed on all sides by a privacy fence and the turf must not be visible from the street or any common area tracts.

See Exhibit D for plant material and other landscaping minimums/requirements.

Lights

No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare. Further, no annoying light, shall be permitted in any portion of the District that may be seen from any other Unit.

All exterior lighting must be approved by the ARC prior to installation and also must be in accordance with the following guidelines:

- All lighting, including any security type fixture, must be directed downwards and the light “cone” created must be contained within the property boundaries to avoid a glare source to neighboring properties
- Walkway lighting must be directed to the ground and shall not exceed twenty-four inches (24”) in height
- Lighting fixtures shall match other exterior fixtures so as to be less obtrusive.

PERMANENT EXTERIOR LIGHTING: ARC approval is required prior to installation. Installation shall conform to the existing roof perimeter. Installation shall not be visible to adjacent homes or the street during daylight hours and shall not be a nuisance after dark. Lights may only be illuminated at 30 lumens or 50% maximum bulb strength, whichever is less. Bulbs must be spaced at least 15 inches apart. All installations must conform to applicable government regulations. Color lights (non-white) may only be illuminated not more than 30 days prior to the Winter holiday and returned to white-only not more than 15 days following the Winter holiday. For other holidays, color lights may be illuminated no more than two weeks prior to the holiday and must be returned to white-only within one week following the holiday. Color lights may be illuminated for personal celebrations (birthday, wedding, anniversary, etc.) on the day of the special occasion. At all times, the property owner(s) should be respectful neighbors.

Motor Homes

See Vehicles.

Nuisances

No nuisance shall be permitted which is visible within or otherwise affects the Community or any portion thereof, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of the Units in the Community or any portion thereof. As used herein, the term “**nuisance**” shall include each violation of any of the Governing Documents or law, but shall not include any activities of a Declarant or District which are incidental to the development and construction of, and promotion, marketing, and sales activities in, the Community. No noxious or offensive activity shall be carried on upon any Unit nor shall anything be done or placed on any Unit which is a nuisance.

Painting

Approval is required prior to painting. The ARC will take into consideration the color tone and brightness, architectural style, stone or brick accents, roofing colors, and compatibility with other colors. No adjacent properties shall be allowed to use the same color scheme. **Repainting with the same colors as originally installed by Builder or Declarant does not require ARC approval.**

Color samples must be at least 8”x10” and marked clearly as to the areas in which they will be used. The submittal package must also include a color picture of the home that indicates the current color scheme, and pictures of adjacent properties. Exterior finishes shall be compatible with the generally established neighborhood theme. Accent and “punch” colors, such as front doors, shutters, etc. may be more pronounced, however in no case shall bright, neon, fluorescent, or primary tones be allowed.

Patios

Approval is required prior to installation. Materials compatible with the home in color and size such as pavers, flagstone, or concrete should be utilized. See also Additions/Expansions and Decks. The vertical surface of exposed concrete in excess of 12” to be finished and treated. Dimensions must be included in the drawings.

All patios must comply with the Douglas County Planned Development standards for minimum setbacks.

Patio Covers

Approval is required prior to installation. See Deck Covers.

Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Tract except (a) domesticated birds and fish and other small domestic animals permanently confined indoors and (b) an aggregate of not more than three domesticated animals (e.g., two cats and one dog) provided that they are not kept, bred or maintained for any commercial purpose. Subject to the foregoing exceptions, no animal of any kind shall be permitted that in the opinion of the ARC makes an unreasonable amount of noise or odor or is a nuisance. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet owner or such owner's representative. All Owners shall be responsible for immediate removal and proper disposal of any pet waste deposited on Common Areas. In addition, all Owners shall routinely remove and dispose of accumulations of pet waste deposited on any Lot so as to maintain an appealing appearance and control odors. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet. The ARC shall have the right, but not the obligation, to adopt and issue standards and requirements regarding the keeping, boarding and maintenance of animals in the Community, provided that any such standards and requirements are consistent with the Declaration.

Pet Enclosures & Houses

Approval is required for all pet enclosures. Maximum size of pet enclosure is 200 square feet. No larger than 10' x 20'. Acceptable fencing material shall meet the existing District fencing detail. Dimensions must be included in the drawings.

Chicken wire and chain link material is NOT permitted anywhere in the community.

Wood or recycled wood-look materials are recommended. If a side property line fence is intended to be used as one wall of the pet enclosure, and the fence is jointly owned by adjoining neighbors, written approval must be obtained from the adjoining neighbor and submitted with the request for the pet enclosure.

The maximum size of a pet house that may be installed is (4) four feet wide by (4) four feet in length or sixteen square feet (16') and may not be visible above the fence line. All other pet houses require approval prior to installation. Pet houses must be compatible with the home in material and color and installed in the back yard only.

Play Equipment

Approval is required prior to installation. This includes fort-style play structures, swing sets, climbing equipment, sport courts, putting greens, etc. Equipment shall be in the back yard and must be a minimum of six feet (6') from any property line. Maximum allowable height of swing sets/play structures is twelve feet (12') from ground with natural wood and/or earth-tone finishes. Additional landscape screening or setbacks may be required depending on location of play area and proximity to adjacent properties. See also Basketball Hoops and Trampolines.

Sport courts will be evaluated on an individual basis. Sport courts may not exceed 625 square feet, must be at least fifteen feet (15') from any property line, placed in back yards only, and finish materials shall be of a neutral color such as green or gray. The District reserves the right to deny any court for any reason and may require vertical landscaping improvements or other screening material. Back yard basketball hoops will be reviewed under the same criteria as sport courts.

Radon

Approval is required for all Radon Mitigation Systems. Location of the system components must be as inconspicuous as possible. Radon Piping and Fan will be painted to match homes existing body color and downspout.

Retaining Walls

Any retaining/landscape wall in excess of thirty-six inches (36") in height is required to have a professional engineer's certificate, accompany the request. The District will not approve but must have request/certificate on record.

The engineer's certificate must certify structural soundness and that historical water flows onto adjacent lots will not be impacted. See also Drainage.

Retaining walls must be either brick, dry stack stone material, or architecturally finished concrete. Wood (i.e. railroad ties, etc.), unfinished concrete, or CMU blocks are not permitted. No other materials will be allowed.

Retaining walls should not be constructed in any existing drainage or utility easements.

Roofing

Approval is required prior to installation.

Sheds

See Storage Structures. Dimensions must be included in the drawings.

Siding, Exterior Material

Approval is required prior to installation, for any change, repair or replacement to any exterior materials on the home. Further, areas that were painted must remain painted and areas with masonry must be left as masonry in their original colors and texture. Requests for additional masonry will require prior approval.

Signs

Approval is required for all commercial signs with the following exceptions:

1. One sign advertising the home for sale or for lease, not to exceed four feet (4') in height and three feet x two feet (3' x 2') in dimension. The sign shall be removed within one (1) week after closing/transfer of property.
2. Vendor signs. Vendor signs shall be immediately removed upon completion of the work being done on the residential unit.

The following rules and regulations apply to all non-commercial signs:

- Each residential unit may display a maximum of two (2) signs at one time.
- Signs may be displayed for a maximum of seven (7) days.
- Signs may not exceed three feet by four feet (3' x 4') in dimension.
- Signs must remain within a residential unit owner's property lines.
- All signs must be maintained in good condition and shall not be damaged or torn.

Skylights

Approval is required prior to installation. Skylights must be installed as an integral design component of the roof, at the same pitch and angle of the existing roof. Bubble style skylights are not permitted.

Solar Energy Devices

Approval is required prior to installation. All such devices must be integrated into the existing design of the home, and if roof mounted, shall be at the same pitch and angle of the existing roof. No exterior plumbing may be visible from the street or adjoining properties. All solar energy devices must be installed by a professional.

Sounds or Odors

No sound shall be emitted from any Unit which is unreasonably loud or annoying; and no odor shall be permitted from any Unit which is noxious or offensive to others. Further, no sound or odor shall be permitted in any portion of the Community that may be seen, heard or smelled from any other Unit.

Storage Structures/Sheds

Sheds and storage structures require prior approval and will be considered on a case-by-case basis. Sheds or outbuildings shall be considered storage structures for the purpose of these Design Guidelines and the Declarations. Storage Structures are discouraged, however, and any proposed Storage Structure shall meet the minimum following criteria:

- Storage structures may not exceed eight feet (8') in height, this includes peak of roof.
- Sheds may not be larger than forty-nine (49) square feet (7x7).
- A minimum six feet (6') setback from a property line is required. Sheds should not be placed within the boundaries of a utility easement.
- Vertical landscape materials or other screening may be required to minimize the impact of adjoining properties.
- All storage sheds must utilize the same material, color, pitch and design of the home and shall be maintained in a clean, neat, and attractive condition as all times.
- Other restrictions may also be imposed, based on the Committee's evaluation of the lot, grade, and visibility from the street or adjoining properties.
- Dimensions must be included in the drawings.

See Also Additions and Remodeling.

Swamp Coolers, AC

All cooling devices shall be installed at ground level or completely contained within the structure. Exterior window mounted swamp coolers, evaporative coolers, or air-conditioning units are not allowed. Air conditioning units are to be installed at street level and located in a “side” or “rear” yard and must be approved by the ARC prior to installation. Rooftop installations are not allowed. Penetration of siding for installation of cooling devices is not permitted, other than what may be required for service lines.

Satellite Dishes

No satellite dishes in excess of thirty-nine inches (39”) in diameter are permitted. See also Antennas.

Swimming Pools

Approval is required prior to installation (except as noted below). All appropriate permits must be obtained from the governing municipality and all safety requirements met. Permanent above-ground pools are prohibited.

Inflatable or lightweight wading pools and splash pools not exceeding twelve feet (12’) in diameter, placed in the back yard, may be used without prior approval between the months of May and September.

Trampolines

Approval is required prior to installation. The top surface of the trampoline shall not exceed six feet (6’) in height from ground level and shall be placed in the back yard at least six feet (6’) from any property line. Safety netting or other containment materials may not exceed ten feet (10’) in height from ground level. The trampoline must be kept in a neat, clean, and maintained condition, and be secured to the ground.

Trailers

See Vehicles and Vehicles, Parking.

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 (including garages, porches and overhangs) on any Unit, nor shall any 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. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any other portion of the Community. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or other trash receptacles shall be maintained in an exposed or unsightly manner.

Tree Houses

Tree houses are not permitted.

Unightly Conditions

Each Unit shall at all times be kept, maintained, repaired and replaced in a good, clean and appealing condition by the Owner thereof.

Gravel, rock mulch, bark mulch, timbers, block, or other types of bulk landscaping material or construction material must be installed on the lot or moved to a location not visible from the street within 14 days of delivery.

Vehicles, Parking, Storage and Repairs

Garages are intended to be used for the parking and/or storage of vehicles. No storage of any vehicle(s) shall be allowed other than in the garage areas. Owners are not allowed to have their vehicles perpetually parked outside in driveway areas without being regularly driven. No vehicles shall be parked on landscaped areas (i.e., rock, sod, mulch, plants, etc.). An occupant who is a bonafide member of a volunteer fire department or who is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services and whose vehicle has a gross weight rating of ten thousand pounds or less and bears an official emblem or other visible designation of the emergency service provider may park the vehicle at the occupant’s property if the vehicle is required to be available at the occupant’s residence at designated periods and the vehicle does not obstruct emergency access to or interfere with the reasonable needs of other residents to use streets and driveways.

No house trailer, camping trailer, boat trailer, hauling trailer, jet ski, boat, or accessories thereto, truck (excluding, except as hereinafter provided, pickup trucks

that are rated 1 ton or less), self-contained motorized recreational vehicle, or other type of recreational or commercial vehicle or equipment, may be parked or stored on a Unit, unless such parking or storage is entirely within the garage area of such Unit or will be suitably screened from view in accordance with the Rules and Regulations or prior written approval of the Board.

No Commercial Vehicles shall be allowed to be parked on any Lot within the Community, unless such parking or storage is entirely within the garage of any Lot, with the garage door generally in a closed position. A "Commercial Vehicle" is any vehicle that: is used to transport cargo or passengers for profit or hire, or otherwise to further the purposes of a business or commercial enterprise; and may (but is not required to) contain signage, advertising, or written information on the vehicle or extending from the vehicle. However, any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. But this restriction does not restrict trucks or other commercial vehicles that are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon.

No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently registered and licensed; provided, however, that otherwise permitted vehicles may be parked for such length(s) of time as determined by the Board and/or as provided in the Rules and Regulations and/or policies and procedures of the District.

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 District unless it is done within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent the washing and polishing, on a Unit, of any motor vehicle, boat, trailer, motorcycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing subject to any watering restrictions.

Waterfalls, Features

Approval is required prior to installation. In all cases, water features may not exceed four feet (4') in height, must use re-circulating systems and the design should minimize evaporative losses.

Windows

All windows shall be painted or stained wood, vinyl, composite or non-reflective metal framers and dividers. Reflective glass and reflective window tinting are not permitted.

Wood Storage

No wood piles or storage areas shall be so located as to be visible from a street, from the ground level of any Unit or from the Common Area.

EXHIBIT A

A. General Rules

1. Facilities of the District are open for use from one-half hour before sunrise until one-half hour after sunset.
2. Vandalism, graffiti, removal, destruction or alteration of District property is strictly prohibited.
3. Emergency access easements, paths and rights-of-way are for the exclusive use of authorized governmental emergency vehicles and pedestrian/bicycle traffic only.
4. Violation of any of these rules may result in criminal prosecution or the imposition of a civil penalty, removal from the property/facility and denial of future use privileges.
5. No commercial concession or solicitation shall be operated or charged, or donation solicited or requested on any District property. Programs, real estate signs, circulars, pamphlets, handbills, advertisements etc. shall not be sold, given away or posted on any District property without prior written approval from the District.
6. District parks and Facilities are routinely patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes or county ordinances will be enforced.
7. The Clubhouse is a drug-free, smoke-free, and tobacco-free environment. No tobacco, marijuana, smoking (vaping), or drug use is permitted in District Facilities. No glass containers of any kind are permitted.
8. All athletic fields, courts or swimming facilities are subject to District authorized league scheduling and these Permitted groups have priority use of Facilities.

B. Park and Facility Usage Rules

1. The District prohibits the following from District park, clubhouse, swimming pools, open space, landscape features and/or shelters:
 - a. Unauthorized motorized vehicles.
 - b. Practicing golf or having golf clubs in a park or open space.
 - c. Littering or dumping of trash.
 - d. Horses on turf or near shelters.
 - e. Misuse/defacement of any Facilities or property.
 - f. Weapons of any kind, including any projectile (lawn darts, etc.).
 - g. Fireworks or open flames (including model rockets) of any kind.
 - h. Tree houses, rope swings or other attachments to trees or facilities.
 - i. Swimming, wading or boating in any detention pond or flooded area.

- j. Glass containers of any kind.
 - k. Overnight camping and open fires.
 - l. Signs, banners, or other displays without Permit.
 - m. Disorderly conduct and/or abusive language.
2. General Park and Open Space Rules:
- a. All pets must always be on a leash and under owner's direct control.
 - b. Pet owners are responsible for immediate removal of pet waste.
 - c. No animals shall be tethered to any District Facility, trees or left unattended at any time.
 - d. Shelter/Field use is on a first come/first served basis, subject to prior reservations.
 - e. Wildlife and/or its habitat shall not be disturbed in any manner.
 - f. Fires/grilling allowed only in self-contained grills at least twelve inches (12") above the ground.
 - g. Music or noise of any type or source shall be kept to a level so as not to disturb other Facility users or surrounding homeowners, any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the express Permit of the District.
 - h. Facility users are personally liable for the destruction of District property and for any damage to nearby homes caused by their activities in the Park/shelter.
 - i. Park, clubhouse and open space reservations will be available upon approval of an application to the District on the form attached hereto as Appendix A.1. Reservations are revocable at the discretion of the District and are subject to availability. A deposit may be required for use of the Facilities.
 - j. All Facility users are responsible for removal and proper disposal of all trash, litter and debris and cleanup of spills in picnic areas.
 - k. No portion or area of a park, clubhouse or shelter shall be cordoned off or otherwise reserved for use without a Permit of the District.
 - l. Any group or Person reserving a Facility for a group in excess of 10 people is required to obtain a permit in the form attached hereto as Appendix A.1.

C. Fence, Sidewalk and Landscape Rules

- 1. No cuts, doorways, gates, paths or driveways are to be made in any District owned fence, right-of-way or landscaped areas for any reason.

2. Postings, signs or banners of any type shall not be attached to any District owned fence and shall not be posted on any District property except as authorized by the Board in designated locations. (e.g. real estate, garage sale or other signs shall not be placed on District property at the entrances to the subdivisions). Signs posted in violation of this regulation are subject to removal and disposal by the District without notice.
3. Travel on District property is limited to designated sidewalks, paths and drives.
 - a. The maximum bicycle speed on sidewalks, paths and trails is 10 m.p.h.
 - b. Alcoholic beverages and illegal drugs are prohibited on District trails and sidewalks at all times.
 - c. Pets must be on a leash under the direct control of the owner and shall not be tethered to any District facilities or left unattended.
 - d. Pet owners are responsible for removal of pet waste.
 - e. Littering or dumping on or along sidewalks, trails and paths is prohibited.
 - f. Motorized vehicles of any type are prohibited in parks, on sidewalks, trails or paths.
 - g. Sidewalk, trail and path users should be respectful of other users and should yield when entering or crossing. Bicyclists must yield to pedestrian traffic. Keep right except to pass and use an audible warning when passing.
 - h. Removal or destruction of landscape materials, irrigation system components, trees or vegetation is strictly prohibited. Landscape rocks shall not be disturbed or otherwise be thrown, kicked or moved into the streets, lawns or other inappropriate areas. Violators will be prosecuted to the full extent of the law.

D. Clubhouse and Swimming Facility Rules

1. All Rules and Regulations applicable to the Facilities of the District shall apply to the clubhouse and swimming Facility.
2. Separate rules and regulations may be imposed regarding the use and conditions for use of the clubhouse and swimming Facility. All users of the clubhouse and swimming Facility accept and acknowledge that such use is conditioned on and subject to said rules and regulations. By use of the clubhouse and swimming Facility each Person, and in the case of a minor, the parents, guardian or other legally responsible Person for said minor agrees to said rules and regulations.
3. See The Clubhouse & Pool Use Agreement
4. See The Facility Reservation Application/Permit

APPENDIX A.1

Sierra Ridge Metropolitan District
Clubhouse & Pool Use Agreement

Revised: July 11, 2024

Facility Hours: Clubhouse - 7:00 a.m. to 9:00 p.m. Daily;

Pool – 7:00 a.m. to 8:00 p.m. Daily

c/o Advance HOA Management, Inc.

P.O. Box 370390, Denver, CO 80237

Office Location: 3600 S. Yosemite Street, Suite 400, Denver, CO 80237

303-482-2213; clientservices@advancehoa.com; www.advancehoa.com

Owner/Resident Name: _____ Date: _____

Property Address: _____ Email: _____

Best telephone number to be reached: _____ Key Card Numbers: _____

Date of Event: _____ Hours: _____ am / pm TO _____ am / pm

Describe Event: _____

Number of Guests (maximum 76) _____

Facilities Requested:

Clubhouse Only

Pool/Patio Only

Clubhouse & Pool/Patio

(Rental Rate = \$175 per rental up to 4 hours; Additional hours (4+) are an additional \$50 per hour) NON-DISTRICT (THIS INCLUDES COPPER STEPPE) - \$300.00 – CLUBHOUSE ONLY	(Rental Rate = \$175 per rental up to 4 hours; Additional hours (4+) are an additional \$50 per hour plus lifeguard fee of \$25/hour, maximum 25 guests)	(Rental Rate = \$175 per rental up to 4 hours; Additional hours (4+) are an additional \$50 per hour plus lifeguard fee of \$25/hour, maximum 25 guests)
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Usage: Owners/Authorized User may reserve specific facilities for private events for the entertainment of Permittees (as defined in the Declaration of Covenants, Conditions and Restrictions of Sierra Ridge). The Owner/Authorized User accepts full responsibility for any and all actions of those present at the event. The Board of Directors or its appointees reserves the right to decline rental of the facilities to any group or organization. **PRIVATE RESERVATIONS HOSTING MORE THAN 25 PEOPLE MAY NOT RESERVE THE POOL.**

Rental of the facility does not include the exclusive use of the bathroom, or the entire Sierra Ridge Pool / Patio or the entire Sierra Ridge Clubhouse & Pool / Patio. Use of the pool, gas grill and other facilities are open to all Sierra Ridge Owners and Authorized Users during regular hours except for those functions where access has been specifically limited by Board of Director approval.

If renting the Sierra Ridge Clubhouse only, the Owner/Authorized User hosting the event acknowledges that the Sierra Ridge Pool / Patio facilities may NOT be used by their event attendees.

If renting the Sierra Ridge Pool/Patio or Sierra Ridge Clubhouse & Pool/Patio, an additional lifeguard will be on duty for up to 25 guests attend the reserved event. The Owner/Authorized User shall be responsible for the cost of the lifeguard, which will total \$25 per hour per lifeguard. Persons entering the pool assume responsibility for their safety and SWIM AT THEIR OWN RISK. Owner/Authorized User is responsible for the safety of their Permittees.

_____ Initial for Pool/Patio Events.

Occupancy: Maximum occupancy for the Clubhouse is 76 persons, maximum occupancy for the pool is 60 persons *however* private reservations for pool access shall be limited to 25 persons, and maximum occupancy for the patio is 287 persons. Use may only be during the open hours of the Facility.

Cleaning/Damage Deposits: There shall be a **\$250.00 cleaning/damage deposit for the Clubhouse** and a **\$250.00 cleaning/damage deposit for the Pool/Patio**. All deposits must be presented together with the rental fee(s) at least one week prior to the event (payable to the Sierra Ridge Metropolitan District). At the time the cleaning/damage deposit and rental fees are paid, staff and Owner/Authorized User will conduct a pre-event walk-through to review event details and decorations, inspect the premises to note any existing issues or defects, and review post-event cleanup procedures. **NON-DISTRICT (THIS INCLUDES COPPER STEPPE) DEPOSIT – \$500.00**

Immediately following the event, Facilities shall be cleaned by the Owner/Authorized User per the checklist provided at the time of the pre-event walk-through. The cleaning damage deposit is shredded within the week following the event providing: 1.) The facilities have been cleaned in a manner satisfactory to staff (requiring no additional cleanup), and 2.) There has been no damage to the Facilities, furniture, or equipment as a result of the event.

In the event the Facilities have not been properly cleaned or there is damage, the deposit shall be applied to the cost for cleaning or repairs and to the extent the cleaning/damage deposit is inadequate, the additional amounts owed shall be the sole responsibility of the Owner/Authorized User who executed this Use Agreement. The Board of Directors reserves the right to assess additional charges, fees or penalties to compensate the District for all injuries, damages or losses incurred as a result of the event.

Clubhouse & Pool Use Agreement: By signing this agreement, Owner/Authorized User consents to the terms contained herein and agrees to abide by the following rules of the Clubhouse & Pool Use Agreement:

1. Use may not be outside open hours for the Facilities which are 7:00 a.m. to 9:00 p.m. daily for the Clubhouse and 7:00 a.m. to 8:00 p.m. daily for the Pool.
2. No pets or animals are allowed within the Facilities, except for service animals.
3. Owner/Authorized User is responsible for providing his/her own cleaning supplies.
4. Nothing is to be hung or attached to the lights or any wall, ceiling or fixture.
5. No nails, tacks, staples or tape is to be attached or placed on the ceiling, walls, wood or wood trim. No glitter or confetti is to be used.
6. No soap, paint, wax or any other materials are to be placed on the glass windows or doors.
7. **All** event decorations must be reviewed and approved by staff at the pre-event walkthrough.
8. Personal property left on site after the event shall be held for a period of three days and will be deemed abandoned, and may be disposed of, if not retrieved within that time frame.
9. The Clubhouse is a drug-free, smoke-free, and tobacco-free environment. No tobacco, marijuana, smoking (vaping) or drug use is permitted in District Facilities. No glass containers of any kind are permitted in District Property.
10. Permittees shall refrain from loud, profane, indecent, or abusive language. The Clubhouse is a family Facility and Permittees should conduct themselves in a manner consistent with this standard. Loud playing of phonographs, radios, televisions, music machines, or musical instruments and the use of bullhorns shall be a nuisance and the Owner/Authorized User may be subject to penalties and fines for noise violations.
11. Overnight parking of vehicles in the parking lots around the Clubhouse is prohibited. Vehicles shall not be parked in service areas, in front of doors, in handicap parking spaces, over the curbs, on the grass or sidewalks, or along Facility access roads. Vehicles parked in violation of these Rules may be subject to immediate towing (including costs for towing), fines and other sanctions, including, but not limited to, loss or modification of Clubhouse use privileges.

12. All trash containers must be emptied, and ***all event refuse and trash must be hauled to the dumpster or trash receptacles located at the side of the Clubhouse.***
13. In the event of inclement weather, there is no guarantee that the Clubhouse parking lot or Clubhouse walkways will be cleared at the time of your event. The Sierra Ridge Metropolitan District has a 24-hour period after a snow event concludes to clear snow of 2-inches or more from the sidewalks and 4-inches or more from the parking lot. Please plan accordingly.
14. **Alcohol:** The Managing Agent for the Sierra Ridge Metropolitan District must **provide prior written approval for any event where alcohol is to be served or consumed.** Persons serving alcohol within District Facilities assume full responsibility and liability for any injuries, damages and losses that may arise in connection with the service of alcohol. In the event that Alcohol is served without compliance with the following, there will be a \$1,000.00 fine per occurrence. In order to apply for written approval, Owner/Authorized User must:
 - (1) hire a licensed bartender who carries at least \$1 Million in general liability insurance with liquor liability coverage, OR
 - (2) hire a bartender who may not have the required \$1 Million insurance coverage AND Owner/Authorized User must obtain their own general liability insurance with liquor liability coverage with at least \$1 Million in coverage, where Sierra Ridge Metropolitan District is listed as an additional insured.
 - (3) with submission of application, provide a Certificate of Insurance confirming the requisite coverage and identifying the District as an additional insured.
15. Owner/Authorized User acknowledges that when an event includes the service of alcoholic beverages, the consumption of alcohol is potentially dangerous and involves risk of loss or damage to personal property as well as risk of personal injury or death. Owner/Authorized User assumes all responsibility for ensuring that alcohol is served in moderation and only to those of legal drinking age. The District makes no representations, warranties or assurances regarding the safety of the event, and expressly disclaims any liability in connection therewith. Despite such risks, Owner/Authorized User desires to host the event knowingly, freely and voluntarily, and assumes any and all risks associated with the event, including without limitation the risk of loss or damage to personal property, personal injury or death. Owner/Authorized User hereby release and indemnify the District, and its officers, directors, agents, employees, representatives, successors and assigns, (collectively the "Indemnified Parties") from and against any and all liability, claim, demand, damage, loss, cost, expense, action or cause of action. It is expressly understood by Owner/Authorized User that the extent of such potential losses, damages or injuries are not known and cannot be determined as of the date hereof but it is the express intent that this instrument apply to any and all such unknown loss, damage or injury. The District does not waive and does not intend to waive any immunity to which it is entitled under the Colorado Governmental Immunity Act.
16. Owner/Authorized User acknowledges that the Sierra Ridge Clubhouse & Pool is under video surveillance. The purpose of the video surveillance is to deter crime and provide evidence for investigation of crimes committed against the District's property, or against persons using the Facilities. **THE SURVEILLANCE SYSTEM MAY OR MAY NOT PROVIDE CONTEMPORANEOUS LIVE MONITORING OF THE PROPERTY OR PERSONS ON THE PROPERTY. THE SURVEILLANCE SYSTEM IS PRIMARILY FOR THE PURPOSE OF DETERRING CRIMINAL ACTIVITY AND HAS NOT BEEN INSTALLED TO ENSURE THE SAFETY OF OWNER/RESIDENTS, GUESTS OR EMPLOYEES.**

Dangerous Materials: Owner/Authorized User shall not keep or have on the premises any article or item of a dangerous, flammable, or explosive nature that has the potential to increase the danger of fire on the leased premises or that might be considered hazardous.

Right of Inspection/Nuisance: Sierra Ridge's District Board of Directors and its assigned agents reserve the right at all times to enter the premises for the purpose of inspecting the premises, Facilities, improvements, and the activities being conducted thereon. The District and its assigned agents have the authority to immediately enjoin any activity that is deemed to be a nuisance to the surrounding properties.

Waiver and Release: Owner/Authorized User hereby expressly waives their right to seek compensation or damages from Sierra Ridge Metropolitan District in connection with this Use Agreement. Moreover, Owner/Authorized User specifically and unconditionally release Sierra Ridge Metropolitan District from any and all suits, actions, damages, and claims, known and unknown (including but not limited to, claims for attorney's fees, expenses and/or costs), it being the intention of the undersigned to affect a general and full release of all such claims. The District reserves the right to require an Owner/Authorized User to present proof of insurance prior to approving a permit for a special event.

Signature of Owner/Resident:

Printed Name:

Property Address:

Date:

For Internal Advanced HOA Office Use Only:

Rental Fee Received by: Amount: Check#: Date:

Deposit Received by: Amount: Check#: Date:

Inspected by: Date:

Comments:

Deposit Refunded: Amount: Check#: Date:

APPENDIX A.2

**SIERRA RIDGE METROPOLITAN DISTRICT
OUTDOOR/PARK RESERVATION APPLICATION/PERMIT**

Location of Management office: 3600 S. Yosemite Street, Suite 400, Denver, CO 80237

Owner/Resident Name: _____ Date: _____

Property Address: _____ Hours: _____ a.m./p.m. TO _____ a.m./p.m.

Phone: _____ No. of Persons: _____

Sponsor/Organization: _____ Purpose of Event: _____

Special Requests: _____

Outdoor location: _____

By policy of the Sierra Ridge Metropolitan District, _____ regarding issuance of Outdoor/Park Reservation Permits for guaranteed reservations of Facilities within the District, on application made by responsible and identifiable individuals, corporations or public bodies, the District may issue a Outdoor/Park Use Permit for guaranteed reservation which would waive, with respect for those applying users, their immediate families and guests, the rules governing the first come/first served use basis for District Facilities. Non-District (This Includes Copper Steppe) Residents are required to provide valid Identification.

VIOLATIONS OF ANY OF THE PERMIT CONDITIONS OR THE RULES AND REGULATIONS OF THE DISTRICT MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF USE PERMIT DEPOSIT. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

In addition to the Rules and Regulations for Sierra Ridge Metropolitan District, _____ the following are conditions of the Permit:

1. At termination of use, the area shall be restored to a litter free and clean condition.
2. If additional security or traffic control measures are required, the District will not assume any financial responsibility therefore, but will be available for coordination purposes.
3. Tents, booths, stands, canopies, inflatable structures, etc. are prohibited without the express written consent of the District, no stakes or other retaining devices shall be driven into the ground.
4. All beverages must be contained in cans, boxes or plastic containers. Glass bottles or containers are not allowed in any District Facility. For any event where alcohol is desired to be served, a separate agreement with the District is required.
5. If required by the District, the permit holder shall arrange for portable sanitation facilities/comfort stations and shall be solely responsible for the timely delivery/pickup and costs thereof.
6. A copy of this permit must be in the possession of the applicant or designated representative and presented to District representatives or law enforcement personnel upon request.
7. The applicant shall be responsible for his/her own actions and the actions of the parties represented as a result of this permit. The applicant shall be held solely liable for any and all damages resulting from activities involving District Facilities.
8. Cancellation or date changes of less than 30 days' notice may result in loss of any required deposit fee.
9. Use of District Facilities is expressly subject to the District Rules and Regulations governing same.

Permit holder shall review the Rules and Regulations prior to use of District Facilities.

I have read and fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant: _____ Date: _____

Approved: _____ Date: _____ District

Deposit: \$500.00 (Paid: Check# _____ on _____ (date) Non-

District (This Includes Copper Steppe) Deposit: \$500.00

(Paid: Check# _____ on _____ (date)

Additional Conditions:

APPENDIX B

SCHEDULE OF FEES AND PENALTIES

1. Fees:

- a. Damage Deposit – The damage deposit for use of the District's Facilities is \$250.00 if you reside in Sierra Ridge. The damage deposit is \$500.00 if you are a Non-District (This Includes Copper Steppe) Resident.

* Applicant may be held liable in excess of the above for excessive damage or clean-up required.
- b. Leagues – Those wishing to reserve the Facilities for league play must apply in writing to the District. Under no circumstances will league play reservations amount to more than 25% of the available Facility time. The District may impose a fee in excess of the damage deposit for league play.
- c. Miscellaneous Activities – The District shall consider all requests for use of its Facilities and shall establish an appropriate rate therefore, in addition to the damage deposit, based upon the reasonable cost of providing the use requested. Written requests for such activities must be presented to the District at least 30 days prior to the event.
- d. Administrative Fees – The District may impose fees related to the administration and operation of the District. Such fees may be amended from time to time without revision of the Rules and Regulations and are available upon inquiry to the District. Fees are due within 30 days of invoice unless otherwise required. The District may impose penalties, interest and late charges in an amount determined by the District for any late payment. The District should be contacted for current fee schedules.

There is a separate schedule of fees available upon request from the District, to be updated from time to time, to include such fees as working capital, annual operations fees, system development

Current Fees as of the Effective Date of these Rules and Regulations:

- 1) **Working Capital Fee** in the amount of \$650.00 be assessed and collected against each single-family lot within the Property upon sale or transfer of that lot to any unrelated third party.
- 2) **Annual Operations Fee** in the amount of \$750.00 per year per single-family lot which shall be assessed and collected in quarterly payments of \$187.50 per quarter or upon such other schedule as may be determined by the District and shall commence upon transfer of the detached single-family lot by the initial homebuilder to a resident. The amount of the Annual Operations Fee is subject to change from time to time, in the Board's discretion.

Failure to make payment of any Fees or Penalties due hereunder shall constitute a default in the payment of such Fees. Upon a default, interest shall accrue on such total amount of Fees due at the rate of twelve percent (12%) per annum and District shall be entitled to institute such remedies and collection proceedings

as may be authorized under Colorado law, including but not limited to foreclosure of its perpetual lien. The defaulting property Owner or Customer shall pay all costs, including attorneys' fees, incurred by District in connection with the foregoing. In foreclosing its lien, District will enforce the lien only to the extent necessary to collect unpaid fees, interest and costs.

2. **Rules and Regulations Penalties:**

Pursuant to Section 32-1-1001, C.R.S., the District is authorized to enforce the provisions of these Rules and Regulations and Declarations and impose penalties for violations thereof. Penalties may be imposed cumulatively for separate offenses or repeated violation of the same rule or regulation. The District reserves such rights of assessing additional penalties and/or interest against unpaid amounts and of certifying any delinquency to the County Treasurer for collection or recording a statement of lien as may be provided by law for collection of unpaid penalties assessed by the District. The District reserves the right to pursue criminal actions in addition to the penalties set forth herein. Criminal penalties imposed by appropriate jurisdictions shall not off-set the penalties assessed by the District.

- a. Standard Penalty – Unless otherwise specified herein, the penalty for violation of the District Rules and Regulations shall be \$75.00 for the first offense and \$300.00 for each subsequent violation of the same rule or regulation.
- b. Unauthorized Use – If any Person uses any District Facility in an unauthorized manner or for which prior written permission of the District has not been obtained, or if the Person is an out of District (This Includes Copper Steppe) resident who is not authorized to use District Facilities, the Standard Penalty for the infraction shall be twice that established in these Rules and Regulations.
- c. Actual Costs – Anyone who, while violating the Rules and Regulations of the District, causes damage to the Facilities or property of the District or whose violation requires the District to expend funds for the remediation thereof shall pay all Actual Costs of replacement, repair or remediation of the damages caused by such violation and all administrative and legal costs incurred by the District as a result thereof.
- d. Payment Due – Payment of penalty assessments are due within 30 days of receipt of notice. Notice shall be either personally served on the violator or shall be sent certified United States mail to the address of the violator. The notice shall state the date of the violation, the corrective action required and/or the penalty assessment for the infraction. A late penalty of \$15.00 shall be added to the penalty amount if payment is made after 30 days. The District reserves the right to charge additional interest on all unpaid amounts in accordance with §32-1-1001, C.R.S.
- e. **ALCOHOL VIOLATIONS:** The Managing Agent for the Sierra Ridge Metropolitan District must provide prior written approval for any event where alcohol is to be served or consumed. Persons serving alcohol within District Facilities assume full responsibility and liability for any injuries, damages and losses that may arise in connection with the service of alcohol. In the event that Alcohol is served without the following, there will be a \$1,000.00 fine per occurrence. In order to apply for written approval, Owner/Authorized User must:
 - 1) hire a licensed bartender who carries at least \$1 Million in general liability insurance with liquor liability coverage, OR

- 2) hire a bartender who may not have the required \$1 Million insurance coverage AND Owner/Authorized User must obtain their general liability insurance with liquor liability coverage with at least \$1 Million in coverage, where Sierra Ridge Metropolitan District is listed as additional insured.
- 3) with submission of application, provide a Certificate of Insurance confirming the requisite coverage and identifying the District as an additional insured.

APPENDIX B.1 – ARCHITECTURAL REVIEW APPLICATION

Submit to:

Sierra Ridge Metropolitan District

c/o Advance HOA Management, Inc.

P.O. Box 370390, Denver, CO 80237

Office Location: 3600 S. Yosemite Street, Suite 400, Denver, CO 80237

Phone: 303-482-2213

clientservices@advancehoa.com (preferred method) or 303-495-5895 fax

An application must be completed and approved BEFORE any improvements are made.

Date Submitted: _____

Property Owner _____

Name: _____

Property Address: _____

E-mail: _____

Home No: _____ Cell No: _____

Please specify type of request:

- Painting Front Landscaping Rear Landscaping Deck/Patio/Slab Fencing
- Lighting Play Equipment Pet Enclosure Radon Mitigation System Storage Shed
- Other: PLEASE DESCRIBE:

Description of Improvement. Include picture, colors, drawing, brochure, types of materials, dimensions or other information that will be helpful to understanding your request.

Sheds or storage buildings require plot map depicting location of building on the lot map. Include all dimensions of building.

Painting: state paint colors, portion of home to be painted, trim colors and accent colors

Details: _____

I understand that approval of the Board of Directors and/or Architectural Review Committee is required in advance to proceed. I understand that the Architectural Review Committee has up to 45 days to reply and **no response is considered Denied.** I also understand that the approval does not constitute approval of the local City/County building departments and that a Building Permit may be required. I have answered, truthfully, all questions pertaining to the proposed mentioned improvement or modification and have attached all samples, plans and permits required. I agree to complete all proposed improvements promptly after receiving approval.

Date: _____ Signature: _____

EXHIBIT C - STREETScape WATER WISE GARDEN GUIDE

Sierra Ridge Metropolitan District

Water Wise Garden Guide for Native and Naturalized Plant Palettes to Reduce Water Consumption and Fertilizer Input in Tree Lawns with the Goal of Creating Climate Resilient Landscapes and to Provide Pollinator Habitat.



Sierra Ridge Metropolitan District
Douglas County, Colorado, United States



Existing



Proposed

Prepared by:



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Landscape Material Specifications
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- The following document has been prepared by LEAF Design Works for the Sierra Ridge Metropolitan District and its Residents.
- The guidelines reflect what is known as industry leading best practices at the time of creation of this document.
- The six water wise garden templates serve as a guide to convert the street facing tree lawns into low water use planting beds and will need to be adjusted to avoid any infrastructure or obstacles, ex: hydrants, utility lines and covers, trench drains, street signs, etc. Existing trees may not be removed.
- The planting is laid out with a modular approach. Where a full module cannot be used, adjust plant counts accordingly (ex: when adjacent neighboring turf remains).
- The replacement of turfgrass in the tree lawn with plants is encouraged, mulch is intended solely as a ground cover material between plants. As plants mature less mulch will be needed.
- Plant and material selections are tailored to Colorado’s Front Range in terms of local availability, climate resilience, water preservation and sustainability.
- Drawings and designs are intellectual property of LEAF Design Works with print release given to Sierra Ridge Metropolitan District.
- Call before you dig 811.
It is free, it is easy and it is the law.
- Consult all applicable codes prior to beginning work to ensure compliance with all zoning, traffic, safety, fire, and building code. Note: No planting or landscaping may be higher than 24 inches if within a sight triangle. This applies to homes on a corner lot.
- The district may attach additional guidelines from time to time as required by Douglas County.
- For questions, contact your management company.



Illustrative Garden Rendering

Example Garden: Summer Sun

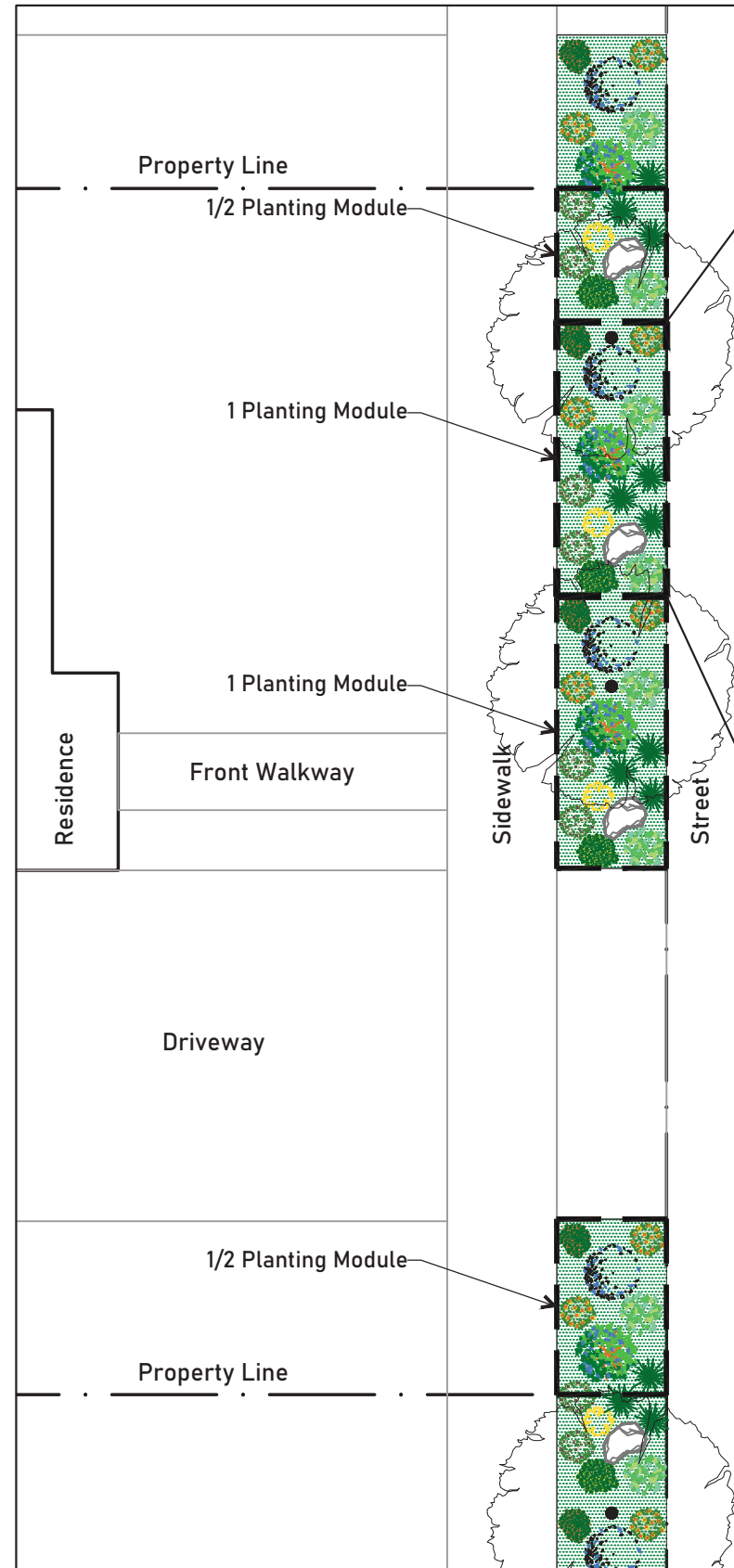


Note: Example rendering shows plants at mature size and spread, which is typically achieved 3-5 years after planting.

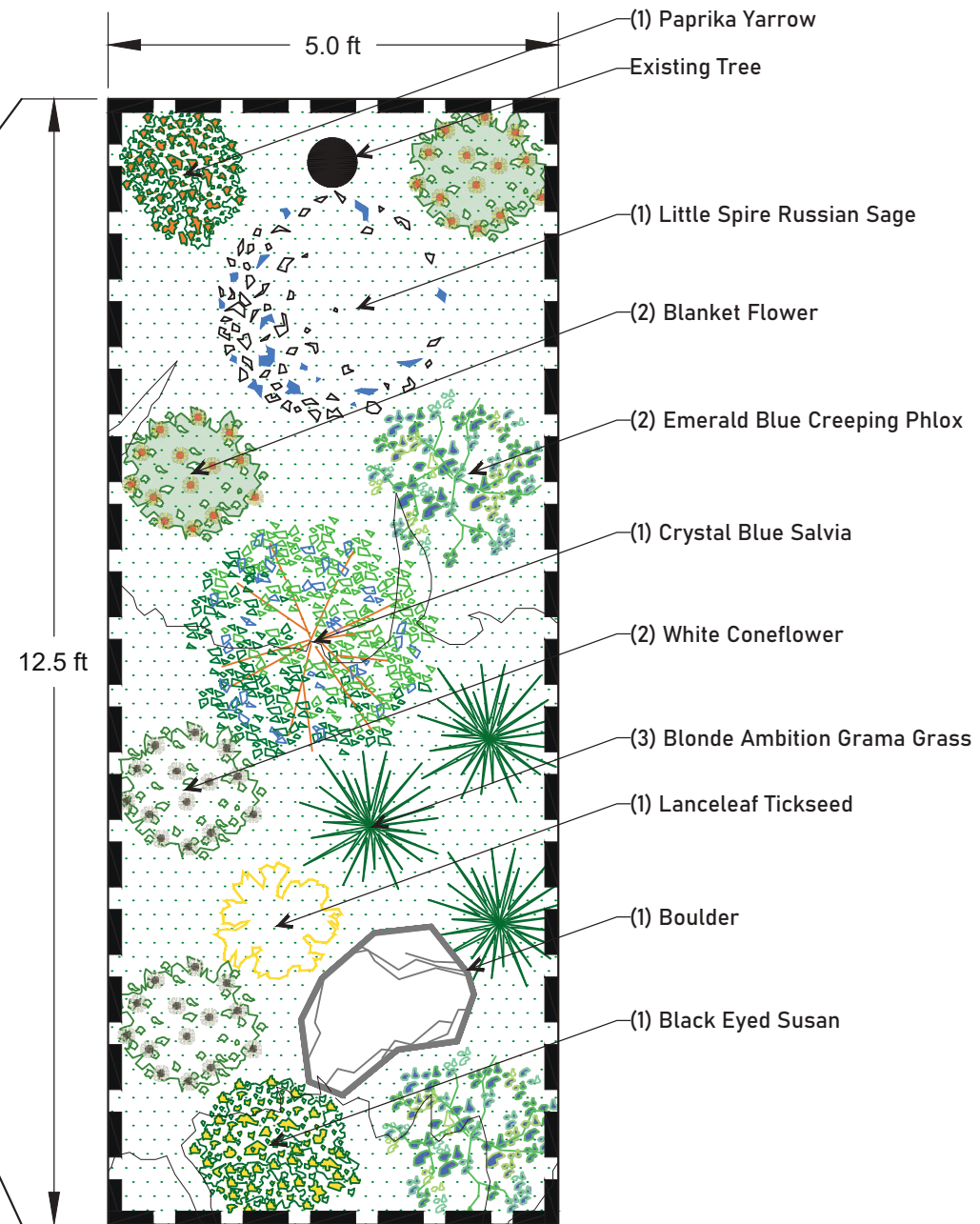
Summer Sun

Summer Sun

Full Sun












Scale: 1/8" = 1 ft



Scale: 1/2" = 1 ft

PLANT LEGEND

-  Black Eyed Susan
-  Blanket Flower
-  Blonde Ambition Grama Grass
-  Crystal Blue Salvia
-  Emerald Blue Creeping Phlox
-  Lanceleaf Tickseed
-  Little Spire Russian Sage
-  Paprika Yarrow
-  White Coneflower

- Native and adapted plants that thrive in the Colorado heat will make for a colorful display during the summer months.
- Low water use is front and center of this plant design. Once the plants are established only very limited waterings are necessary to keep these plants thriving.
- Plants of this palette attract pollinators and provide habitat for small insects.
- Add in a rock or two for less maintenance, as well as added interest during the cold half of the year - think of a tall, tan grass next to a snowcapped boulder.

Common Name	Scientific Name	Water Demand	Exposure	Install Size	Mature Size (Height x Spread)	Bloom Color	Bloom Time	Native
Black Eyed Susan	<i>Rudbeckia fulgida 'Goldsturm'</i>	Low	Full Sun	#1	18"x18"	Golden Yellow	Mid Summer	
Blanket Flower	<i>Gaillardia aristata</i>	Low	Full Sun	#1	18"x18"	Yellow/Red	Mid Summer	•
Blonde Ambition Grama Grass	<i>Bouteloua gracilis 'Blonde Ambition'</i>	Very Low	Full Sun	#1	30"x18"	Blonde	Summer to Fall	•
Crystal Blue Salvia	<i>Salvia nemorosa 'Crystal Blue'</i>	Low-Med	Full Sun	#1	18"x30"	Blue	Late Spring to Early Summer	
Emerald Blue Creeping Phlox	<i>Phlox subulata 'Emerald Cushion Blue'</i>	Low	Full Sun	4" Pot	6"x24"	Blue	Early Spring	
Lanceleaf Tickseed	<i>Coreopsis lanceolata</i>	Low	Full Sun	#1	18"x18"	Yellow	Early to Mid Summer	•
Little Spire Russian Sage	<i>Perovskia atriplicifolia 'Little Spire'</i>	Very Low	Full Sun	#1	30"x30"	Purple-Blue	Mid to Late Summer	
Paprika Yarrow	<i>Achillea millefolium 'Paprika'</i>	Low	Full Sun	#1	18"x18"	Brick Red/Yellow	Early to Late Summer	•
White Coneflower	<i>Echinacea purpurea 'PowWow' White</i>	Low	Full Sun	#1	30"x18"	White	Mid to Late Summer	•

Summer Sun

Full Sun



BLANKET FLOWER



BLONDE AMBITION GRAMA GRASS



BLACK EYED SUSAN



CRYSTAL BLUE SALVIA



WHITE CONEFLOWER



LITTLE SPIRE RUSSIAN SAGE



LANCELEAF TICKSEED



EMERALD BLUE CREEPING PHLOX



PAPRIKA YARROW

Illustrative Garden Rendering

Example Garden: Fall Fiesta

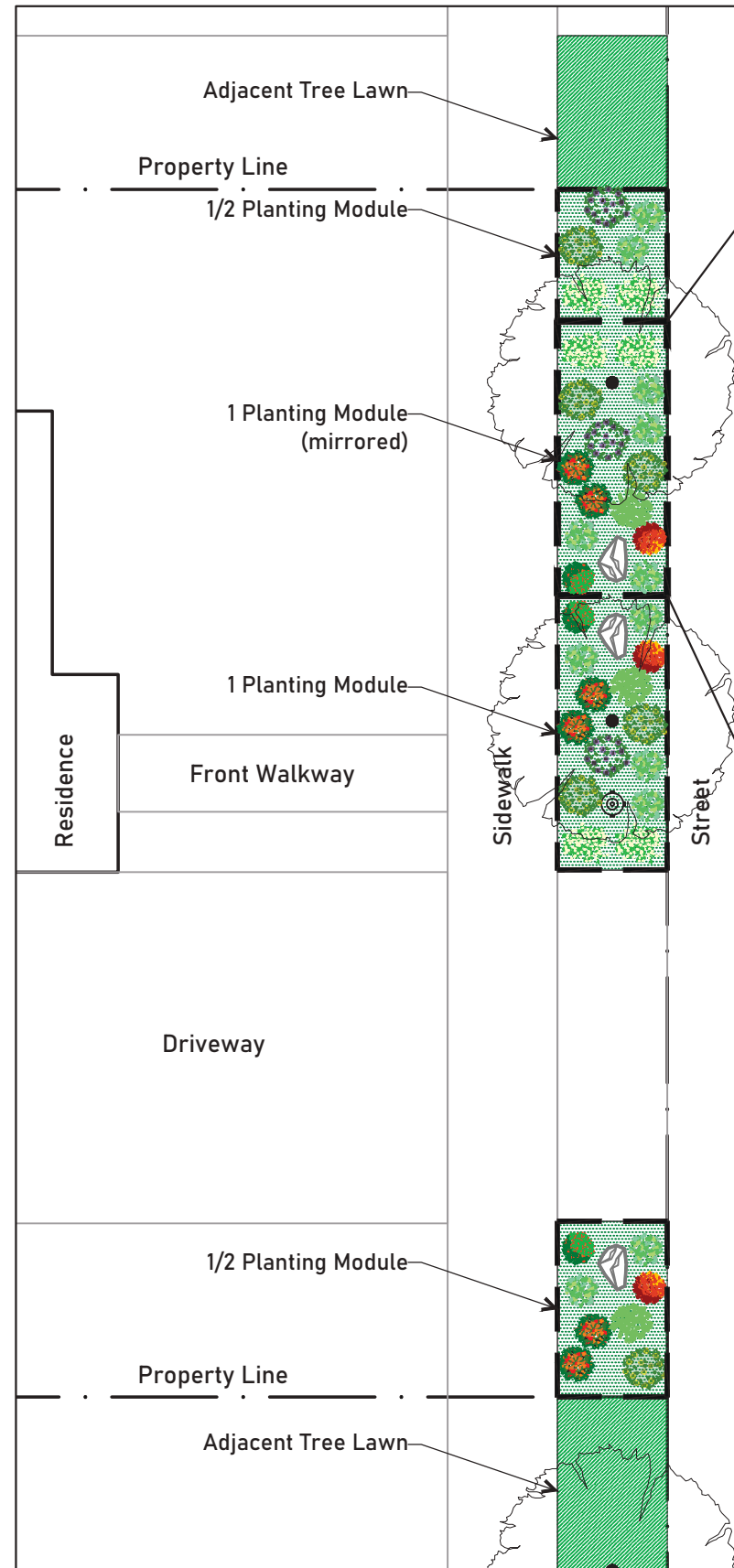


Note: Example rendering shows plants at mature size and spread, which is typically achieved 3-5 years after planting.

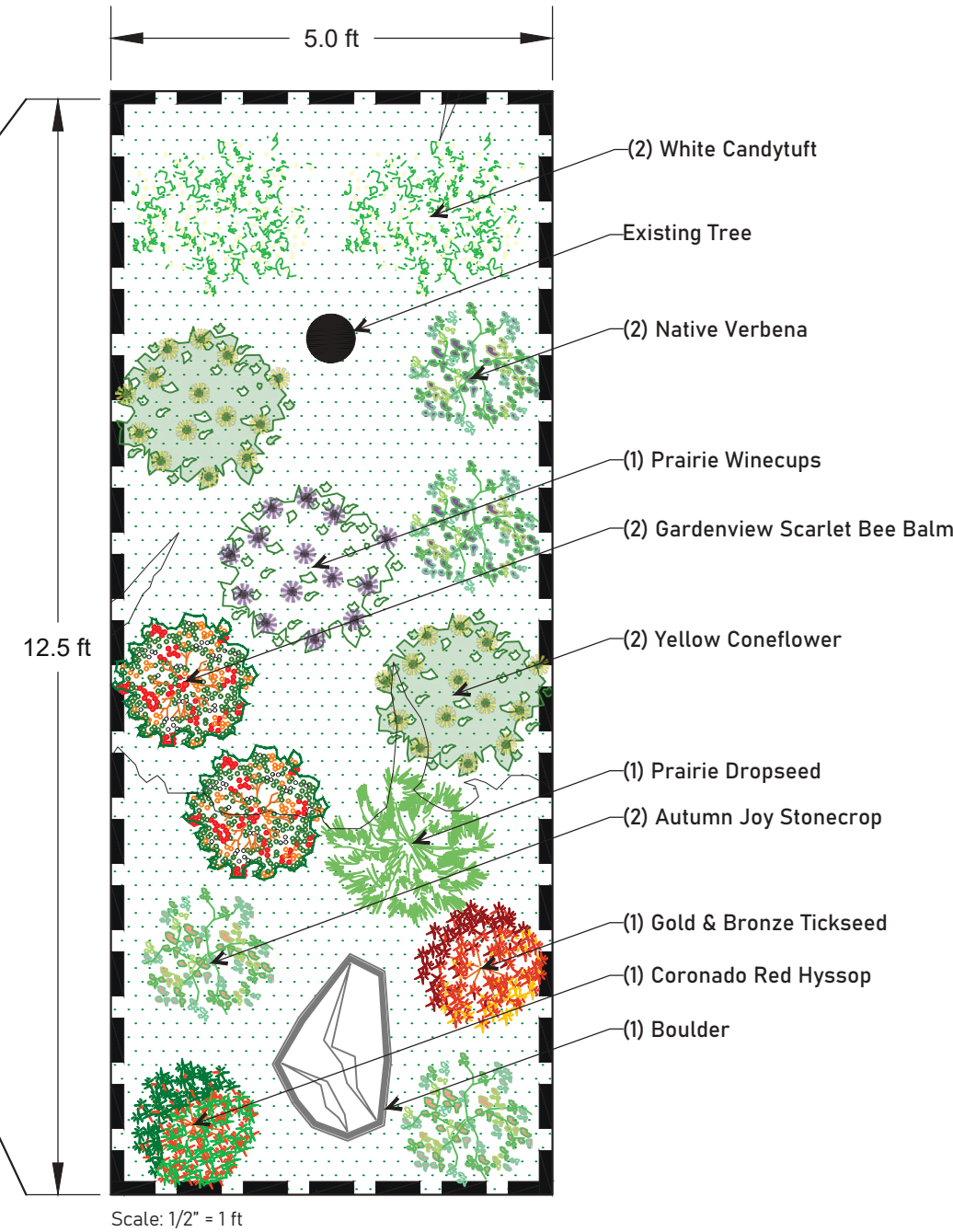
Fall Fiesta

Fall Fiesta

Full Sun



Scale: 1/8" = 1 ft



PLANT LEGEND

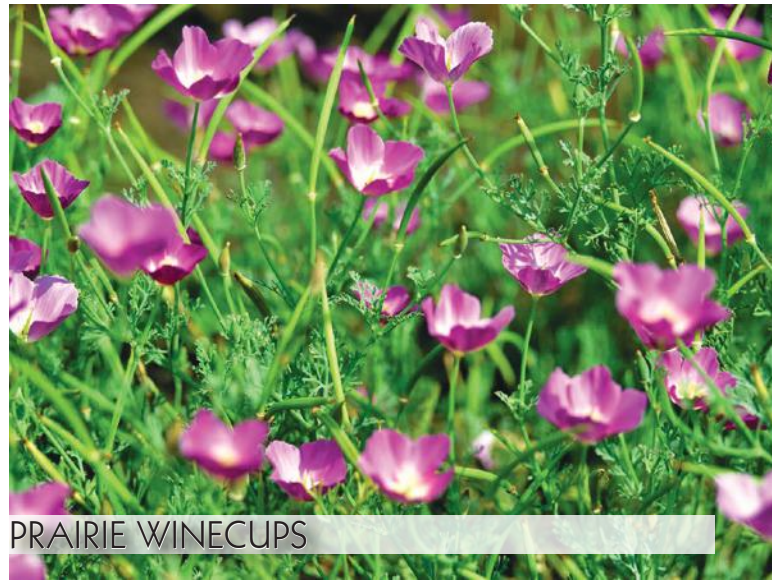
-  Autumn Joy Stonecrop
-  Coronado Red Hyssop
-  Gardenview Scarlet Bee Balm
-  Gold & Bronze Tickseed
-  Native Verbena
-  Prairie Dropseed
-  Prairie Winecups
-  White Candytuft
-  Yellow Coneflower

- Focusing on the second half of the summer and the fall, this design highlights the yellows, oranges and reds as well as the golds, tans and browns for a warm and bright celebration of late-summer.
- Layering of plants provides variation of heights to give more depth to the landscape.
- Another low water use design focusing on the ever growing need to preserve water, while still wanting a lush and colorful range of plants.
- Boulders can be incorporated to add more interest and character, but also to further reduce maintenance needs.

Common Name	Scientific Name	Water Demand	Exposure	Install Size	Mature Size (Height x Spread)	Bloom Color	Bloom Time	Native
Autumn Joy Stonecrop	<i>Sedum 'Autumn Joy'</i>	Low	Full Sun	#1	18"x15"	Salmon-Pink	Late Summer to Fall	
Coronado Red Hyssop	<i>Agastache aurantiaca 'Pstessene'</i>	Low	Full Sun	#1	18"x15"	Red	Mid Summer to Fall	
Gardenview Scarlet Bee Balm	<i>Monarda 'Gardenview Scarlet'</i>	Low-Med	Full Sun	#1	30"x18"	Scarlet	Mid Summer	
Gold & Bronze Tickseed	<i>Coreopsis 'Uptick'</i>	Low-Med	Full Sun	#1	18"x18"	Golden Yellow/Bronze	Summer to Fall	
Native Verbena	<i>Verbena bipinnatifida</i>	Low	Full Sun	4" Pot	6"x15"	Purple	Spring and Fall	•
Prairie Dropseed	<i>Sporobolus heterolepis</i>	Low	Full Sun	#1	24"x24"	Tan	Summer to Fall	•
Prairie Winecups	<i>Callirhoe involucrata</i>	Low	Full Sun	#1	9"x30"	Magenta	Early Summer to Fall	•
White Candytuft	<i>Iberis sempervirens</i>	Low	Full Sun	#1	9"x24"	White	Late Spring to Early Summer	
Yellow Coneflower	<i>Ratibida pinnata</i>	Very Low	Full Sun	#1	24"x24"	Yellow	Early to Late Summer	•

Fall Fiesta

Full Sun



PRAIRIE WINECUPS



YELLOW CONEFLOWER



GARDENVIEW SCARLET BEE BALM



GOLD & BRONZE TICKSEED



PRAIRIE DROPSEED



WHITE CANDYTUFT



AUTUMN JOY STONECROP



CORONADO RED HYSSOP



NATIVE VERBENA

Illustrative Garden Rendering

Example Garden: Pollinator Paradise

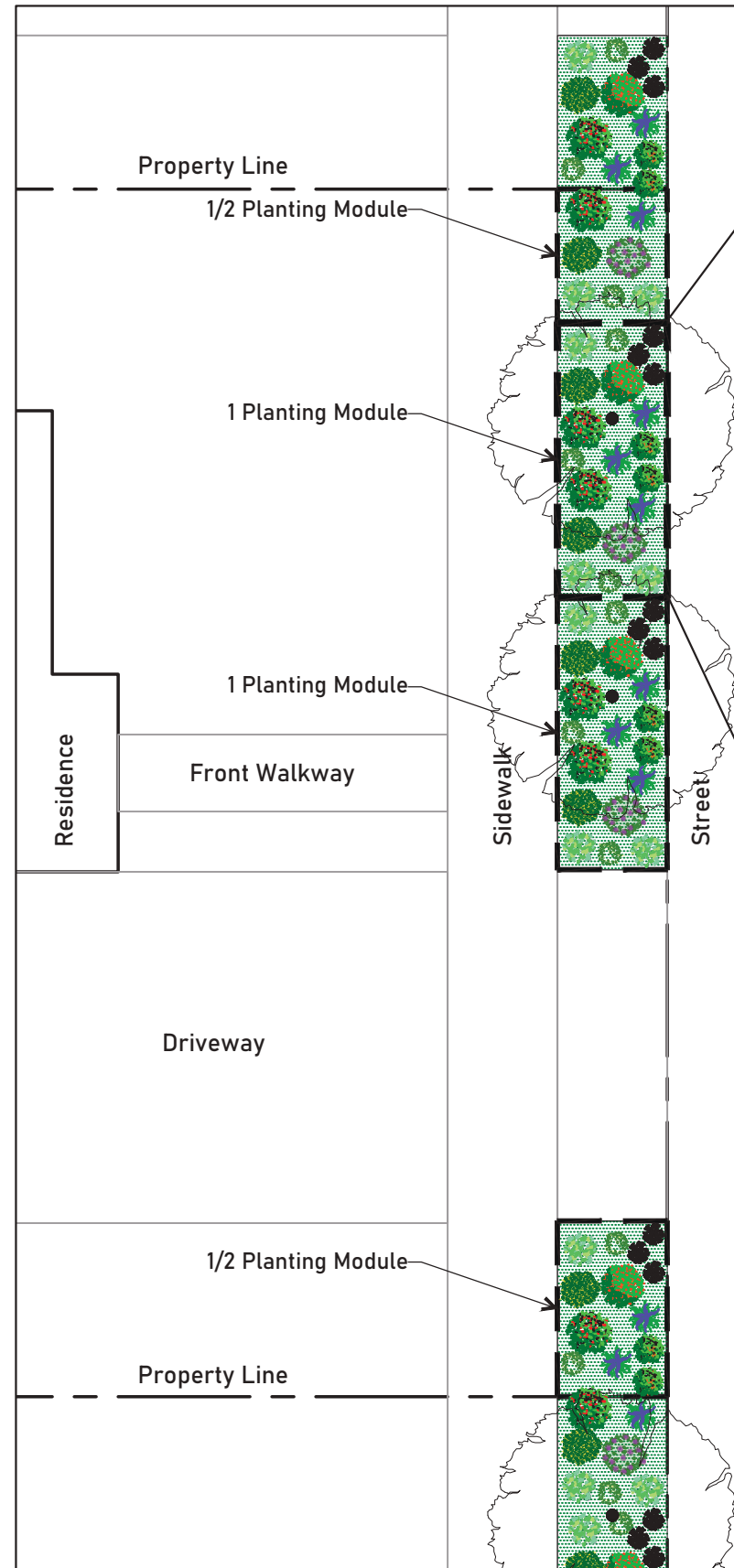


Note: Example rendering shows plants at mature size and spread, which is typically achieved 3-5 years after planting.

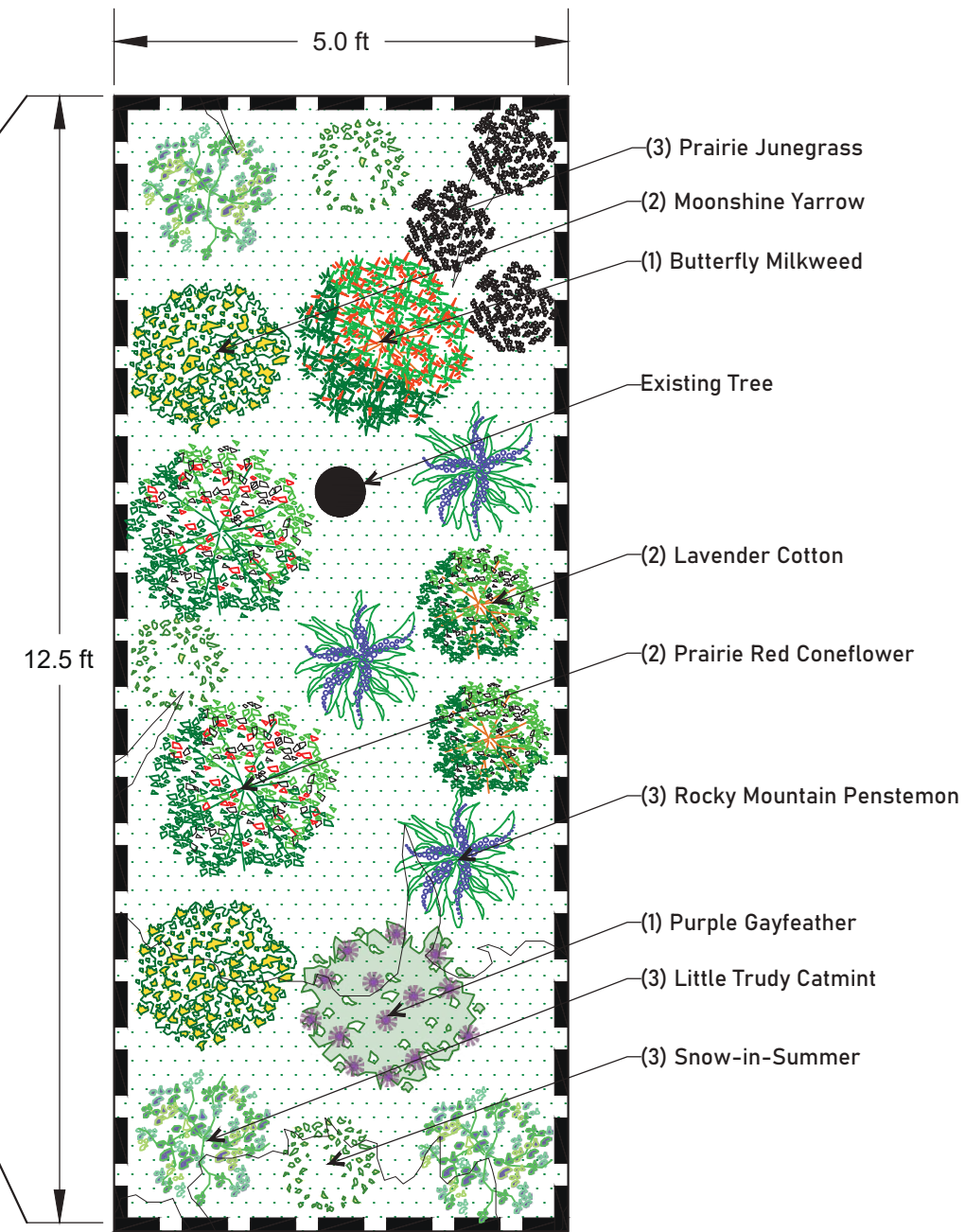
Pollinator Paradise

Pollinator Paradise

Full Sun






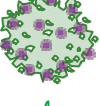





Scale: 1/8" = 1 ft



Scale: 1/2" = 1 ft

PLANT LEGEND

-  Butterfly Milkweed
-  Lavender Cotton
-  Little Trudy Catmint
-  Prairie Red Coneflower
-  Moonshine Yarrow
-  Prairie Junegrass
-  Purple Gayfeather
-  Rocky Mountain Penstemon
-  Snow-In-Summer

- This plant design is centered around providing habitat for pollinators. Long flowering plants in a variety of bloom colors are the core of this mostly native mix.
- Varying heights and growth habits of the selected plants help create a diverse landscape, for both habitat and visual interest.
- A number of plants flower purple, a color known to attract bees.
- Low water use aligns with the vision for this project to not only reduce the number of waterings but also the amount per each round of irrigation.

Common Name	Scientific Name	Water Demand	Exposure	Install Size	Mature Size (Height x Spread)	Bloom Color	Bloom Time	Native
Butterfly Milkweed	<i>Asclepias tuberosa</i>	Low	Full Sun	#1	30"x24"	Orange	Mid to Late Summer	●
Lavender Cotton	<i>Santolina chamaecyparissus</i>	Low	Full Sun	#1	15"x15"	Yellow	Mid Summer	
Little Trudy Catmint	<i>Nepeta x 'Little Trudy'</i>	Low	Full Sun	#1	12"x18"	Lavender	Early to Late Summer	
Prairie Red Coneflower	<i>Ratibida columnifera pulcherrima</i>	Low	Full Sun	#1	18"x24"	Yellow/Red	Early to Late Summer	●
Moonshine Yarrow	<i>Achillea 'Moonshine'</i>	Low	Full Sun	#1	24"x18"	Light Yellow	Early to Late Summer	
Prairie Junegrass	<i>Koeleria macrantha</i>	Low-Med	Full Sun	#1	18"x12"	Purplish-Green	Early Summer	●
Purple Gayfeather	<i>Liatris spicata 'Floristan Violet'</i>	Low	Full Sun	#1	30"x24"	Violet-Purple	Early to Mid Summer	●
Rocky Mountain Penstemon	<i>Penstemon strictus</i>	Low	Full Sun	#1	18"x15"	Blue	Early to Mid Summer	●
Snow-In-Summer	<i>Cerastium tomentosum</i>	Low	Full Sun	4" Pot	9"x15"	White	Late Spring to Early Summer	

Pollinator Paradise

Full Sun



BUTTERFLY MILKWEED



SNOW-IN-SUMMER



PRAIRIE JUNEGRASS



PURPLE GAYFEATHER



LAVENDER COTTON



LITTLE TRUDY CATMINT



MOONSHINE YARROW



ROCKY MOUNTAIN PENSTEMON



PRAIRIE RED CONEFLOWER

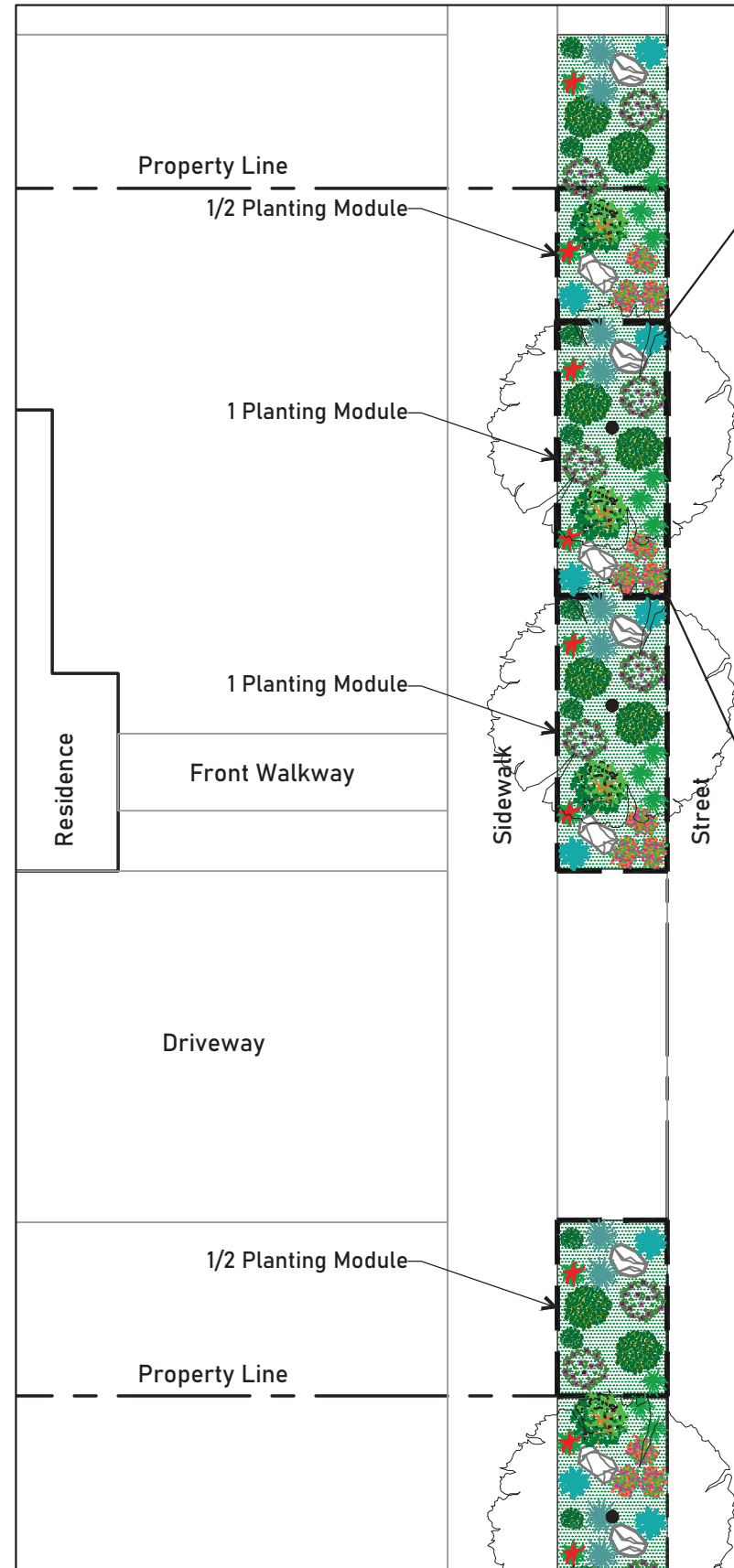
Illustrative Garden Rendering

Example Garden: High Plains Desert

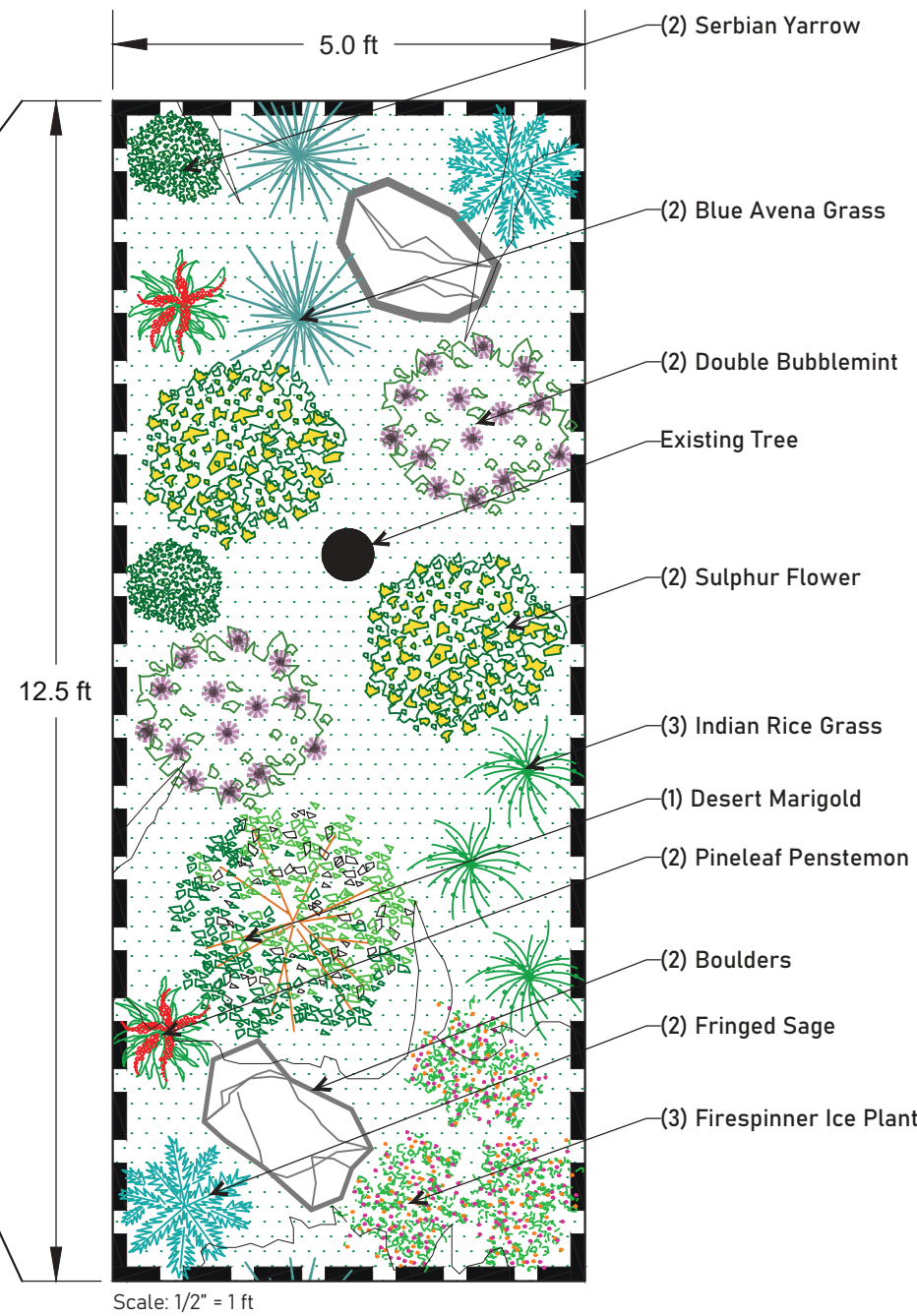


Note: Example rendering shows plants at mature size and spread, which is typically achieved 3-5 years after planting.


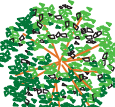


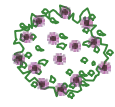



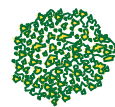
High Plains Desert



Scale: 1/8" = 1 ft



PLANT LEGEND

-  Blue Avena Grass
-  Desert Marigold
-  Firespinner Ice Plant
-  Fringed Sage
-  Double Bubblemint
-  Indian Rice Grass
-  Pineleaf Penstemon
-  Serbian Yarrow
-  Sulphur Flower

- Taking a cue from the locale and the environment immediately around us, this design celebrates native plants.
- Leaning heavily into warm colors such as bright yellow, deep orange and pink.
- The first plants will flower in the spring, followed by some heat lovers in high-summer, while others will put on a show in the fall.
- A fully xeric plant palette, there won't be much need for irrigation beyond the establishment period or during periods of prolonged heat.

High Plains Desert

Full Sun

Common Name	Scientific Name	Water Demand	Exposure	Install Size	Mature Size (Height x Spread)	Bloom Color	Bloom Time	Native
Blue Avena Grass	<i>Helictotrichon sempervirens</i>	Low	Full Sun	#1	36"x18"	Buff	Late Spring	
Desert Marigold	<i>Baileya multiradiata</i>	Low	Full Sun	#1	18"x30"	Yellow	Late Spring to Early Fall	
Firespinner Ice Plant	<i>Delosperma 'Fire Spinner'</i>	Low	Full Sun	#1	12"x18"	Orange/Purple	Late Spring to Late Summer	
Fringed Sage	<i>Artemisia frigida</i>	Very Low	Full Sun	#1	12"x18"	Yellow	Late Summer	•
Double Bubblemint	<i>Agastache cana</i>	Low	Full Sun	#1	30"x24"	Rich Pink	Mid Summer to Fall	•
Indian Rice Grass	<i>Achnatherum hymenoides</i>	Low	Full Sun	#1	15"x15"	Tan	Mid Summer	•
Pineleaf Penstemon	<i>Penstemon pinifolius</i>	Low	Full Sun	#1	9"x12"	Scarlet	Mid Summer	•
Serbian Yarrow	<i>Achillea serbica</i>	Low	Full Sun	#1	9"x12"	White	Late Spring to Early Summer	
Sulphur Flower	<i>Eriogonum umbellatum</i>	Very Low	Full Sun	4" Pot	12"x24"	Yellow	Summer to Early Fall	•

High Plains Desert

Full Sun



DESERT MARIGOLD



BLUE AVENA GRASS



PINELEAF PENSTEMON



INDIAN RICE GRASS



FIRESPINNER ICE PLANT



SERBIAN YARROW



FRINGED SAGE



SULPHUR FLOWER



HUMMINGBIRD MINT

Illustrative Garden Rendering

Example Garden: Cool Breeze

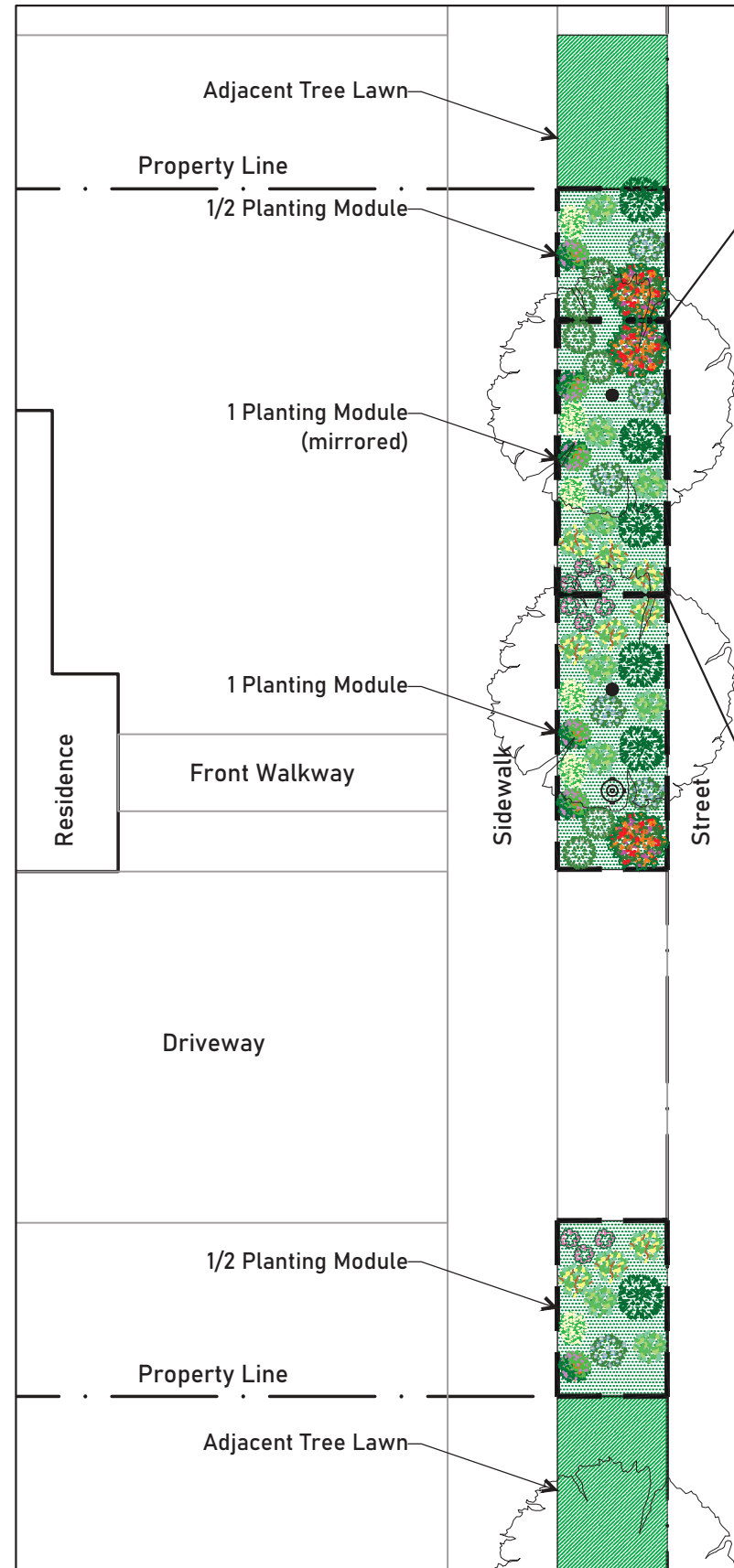


Note: Example rendering shows plants at mature size and spread, which is typically achieved 3-5 years after planting.

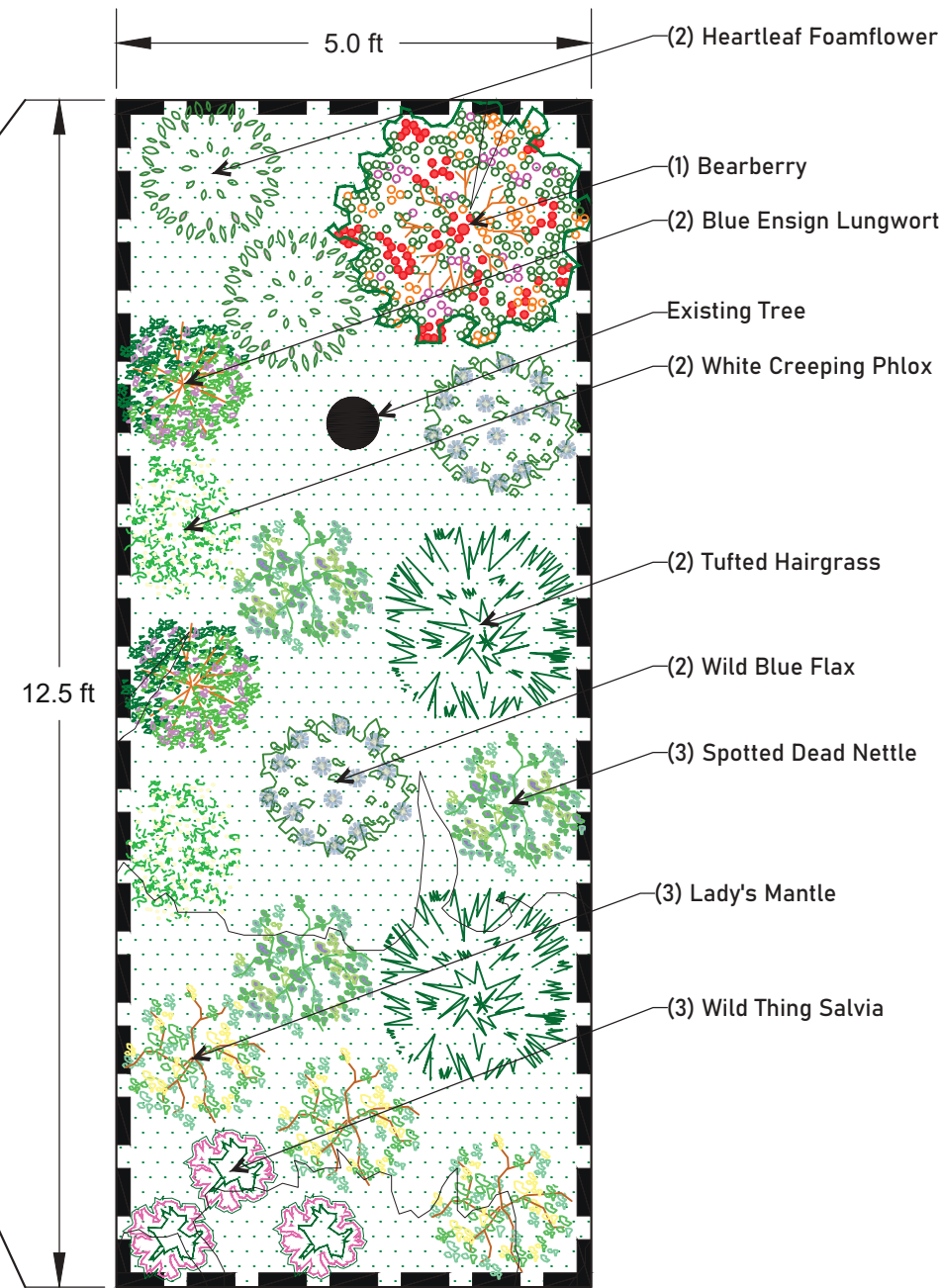
Cool Breeze

Cool Breeze

Part Shade



Scale: 1/8" = 1 ft



Scale: 1/2" = 1 ft

PLANT LEGEND

- Bearberry
- Blue Ensign Lungwort
- Heartleaf Foamflower
- Lady's Mantle
- Spotted Dead Nettle
- Tufted Hairgrass
- White Creeping Phlox
- Wild Blue Flax
- Wild Thing Salvia

- Ideal for north, northwest and northeast exposures, this part shade design utilizes plants with lots of foliage.
- Native plants mixed with those adapted to the Front Range climate in subdued, cool colors that come in a variety of white and blue tones.
- Another landscape that will provide flower interest from spring all the way to fall.
- Slightly more water will be needed, due to the nature of these plants' ideal growing conditions.

Common Name	Scientific Name	Water Demand	Exposure	Install Size	Mature Size (Height x Spread)	Bloom Color	Bloom Time	Native
Bearberry	<i>Arctostaphylos uva-ursi</i>	Low	Part Shade	#1	6"x36"	Soft Pink	Early Spring	•
Blue Ensign Lungwort	<i>Pulmonaria 'Blue Ensign'</i>	Low-Med	Part Shade	#1	12"x18"	Blue	Spring	
Heartleaf Foamflower	<i>Tiarella cordifolia</i>	Low-Med	Part Shade	#1	12"x18"	White/Pink	Late Spring to Late Summer	
Lady's Mantle	<i>Alchemilla mollis 'Thriller'</i>	Low	Part Shade	#1	18"x18"	Yellow	Spring to Summer	
Spotted Dead Nettle	<i>Lamium maculatum 'Purple Dragon'</i>	Low-Med	Part Shade	#1	6"x18"	Purple	Late Spring to Late Summer	
Tufted Hairgrass	<i>Deschampsia cespitosa</i>	Low-Med	Part Shade	#1	30"x24"	Shiny Black	Mid Summer	•
White Creeping Phlox	<i>Phlox subulata 'White Delight'</i>	Low	Part Shade	4" Pot	6"x15"	White	Early Spring	
Wild Blue Flax	<i>Linum lewisii</i>	Low	Part Shade	#1	18"x15"	Blue	Late Spring to Early Summer	•
Wild Thing Salvia	<i>Salvia greggii 'Wild Thing'</i>	Low	Part Shade	#1	18"x12"	Pink	Summer to Fall	•

Cool Breeze

Part Shade



WHITE CREEPING PHLOX



HEARTLEAF FOAMFLOWER



LADY'S MANTLE



WILD BLUE FLAX



BEARBERRY (KINNIKINNICK)



BLUE ENSIGN PULMONARIA



WILD THING SALVIA



PURPLE DRAGON DEAD NETTLE



TUFTED HAIRGRASS

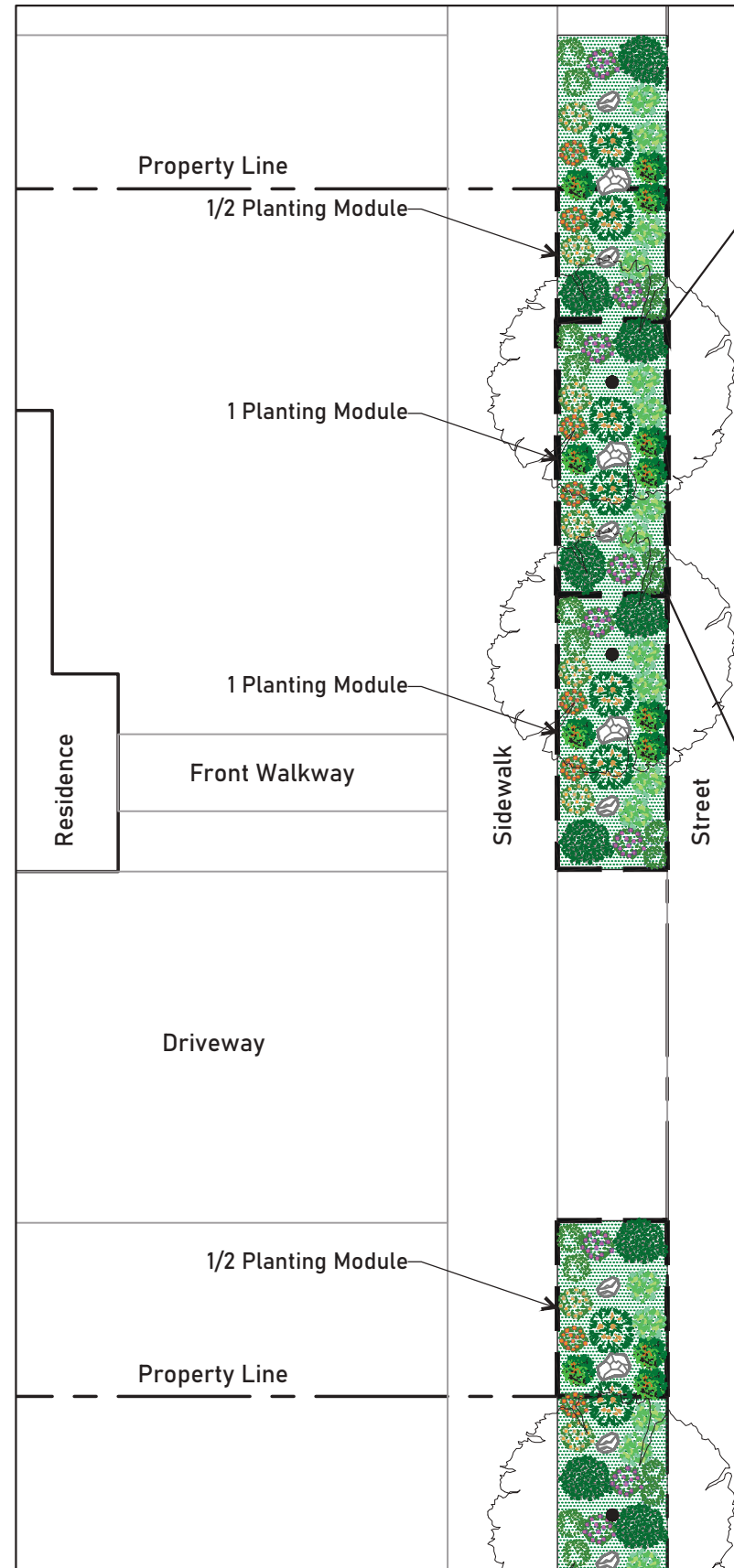
Illustrative Garden Rendering

Example Garden: Summer Shade

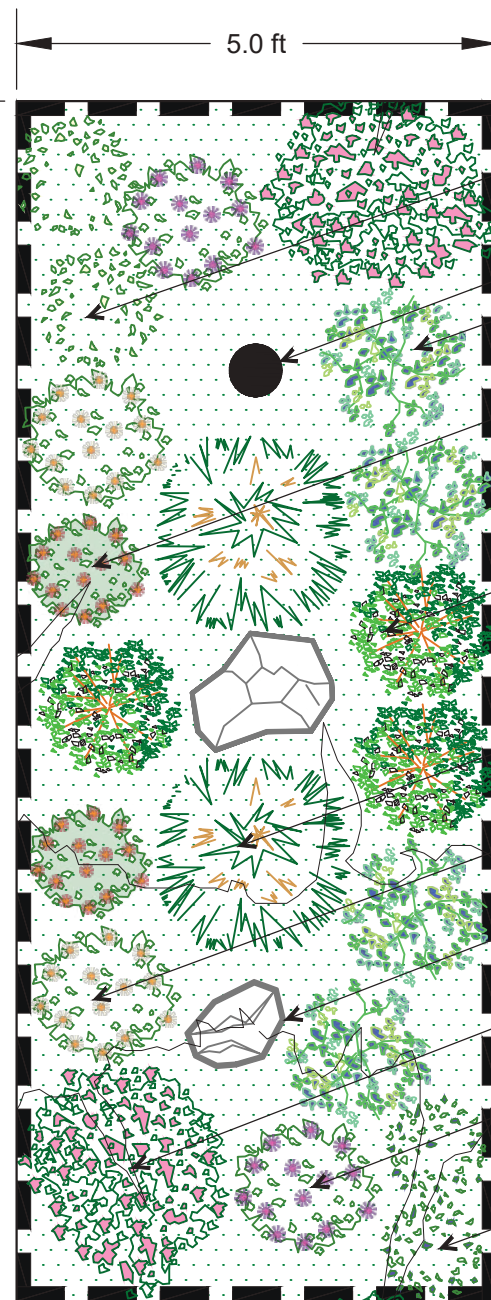


Note: Example rendering shows plants at mature size and spread, which is typically achieved 3-5 years after planting.

Summer Shade



Scale: 1/8" = 1 ft



Scale: 1/2" = 1 ft

PLANT LEGEND

- Blazing Sunset Red Avens
- Bugleweed
- Cushion Spurge
- Fall Blooming Reed Grass
- False Forget-Me-Not
- Petite Delight Bee Balm
- Pink Whirling Butterflies
- White Cloud Coral Bells
- White Nancy Nettle

Summer Shade

Part Shade

- Part shade, especially during the hours of peak sunshine will make this water wise design thrive.
- Range of bloom colors spanning from cool to warm will ensure there is always something that catches the eye.
- Staggered flowering times provide interest throughout the seasons.
- Despite using the most water of the designs in this package, only a fraction of what a green lawn requires will be needed to keep this garden lush and thriving.

Common Name	Scientific Name	Water Demand	Exposure	Install Size	Mature Size (Height x Spread)	Bloom Color	Bloom Time	Native
Blazing Sunset Red Avens	<i>Geum flora plena 'Blazing Sunset'</i>	Low	Part Shade	#1	24"x15"	Red	Late Spring to Mid Summer	
Bugleweed	<i>Ajuga reptans</i>	Low-Med	Part Shade	4" Pot	6"x12"	Blue	Late Spring to Early Summer	
Cushion Spurge	<i>Euphorbia polychroma</i>	Low	Part Shade	#1	18"x18"	Yellow	Spring to Early Summer	
Fall Blooming Reed Grass	<i>Calamagrostis brachytricha</i>	Low-Med	Part Shade	#1	36"x24"	Pinkish-Tan	Late Summer	
False Forget-Me-Not	<i>Brunnera macrophylla</i>	Low	Part Shade	#1	15"x18"	Blue	Late Spring to Early Summer	
Petite Delight Bee Balm	<i>Monarda 'Petite Delight'</i>	Low-Med	Part Shade	#1	12"x18"	Lavender-Pink	Mid Summer to Early Fall	
Pink Whirling Butterflies	<i>Gaura lindheimeri 'Pink Cloud'</i>	Low	Part Shade	#1	30"x30"	Pink	Mid Summer to Fall	
White Cloud Coral Bells	<i>Heuchera sanguinea 'White Cloud'</i>	Low-Med	Part Shade	#1	18"x18"	White	Summer	
White Nancy Nettle	<i>Lamium maculatum 'White Nancy'</i>	Low-Med	Part Shade	#1	9"x15"	White	Late Spring to Summer	

Summer Shade

Part Shade



BLAZING SUNSET RED AVENS



WHITE CLOUD CORAL BELLS



FALSE FORGET-ME-NOT



BUGLEWEED



CUSHION SPURGE



FALL BLOOMING REED GRASS



PETITE DELIGHT BEE BALM

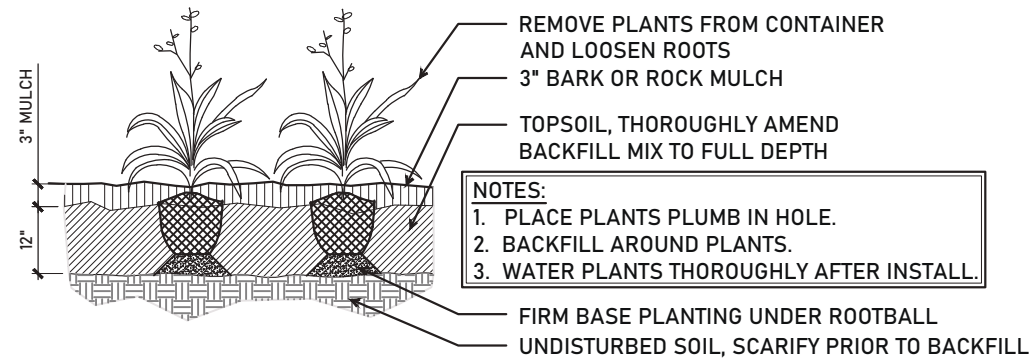


WHITE NANCY NETTLE



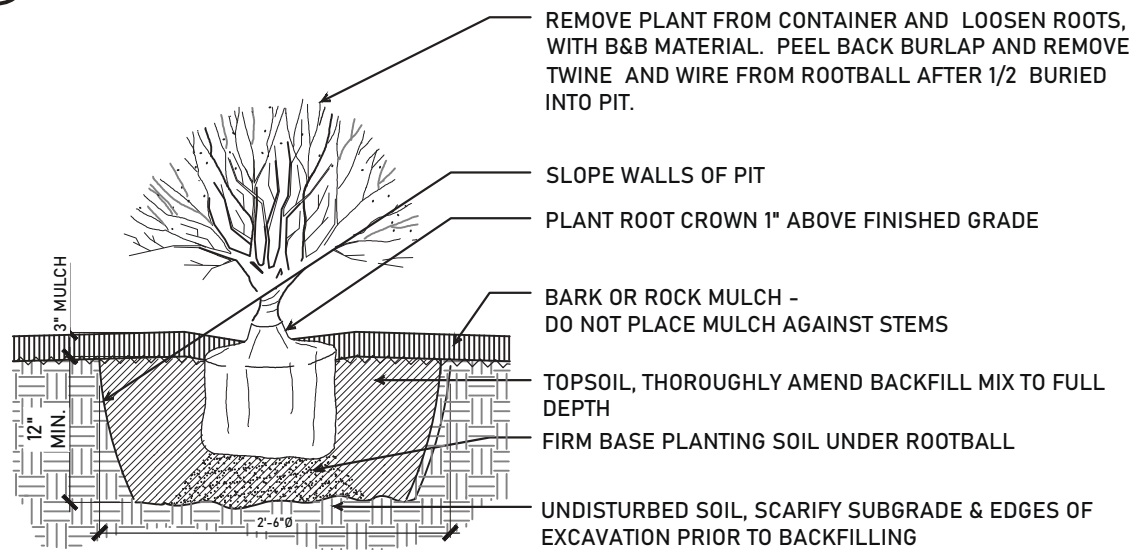
PINK WHIRLING BUTTERFLIES

Planting Specifications



1 GROUNDCOVER, GRASSES & PERENNIALS

NOT TO SCALE



2 SHRUB PLANTING

NOT TO SCALE

- NOTES:**
1. PLACE SHRUBS PLUMB IN PIT.
 2. BACKFILL AROUND PLANTS. DO NOT ALLOW AIR POCKETS TO FORM.
 3. WATER PLANTS THOROUGHLY AFTER INSTALL.

PLANTING NOTES

- Protect existing trees.
- Planting is subject to weather and plant availability.
- Planting window for shrubs, perennials, grasses & groundcovers is generally between May 15 and October 15, weather pending.
- See above planting details for installation.
- Plants have increased watering needs during establishment period (1-3 growing seasons).

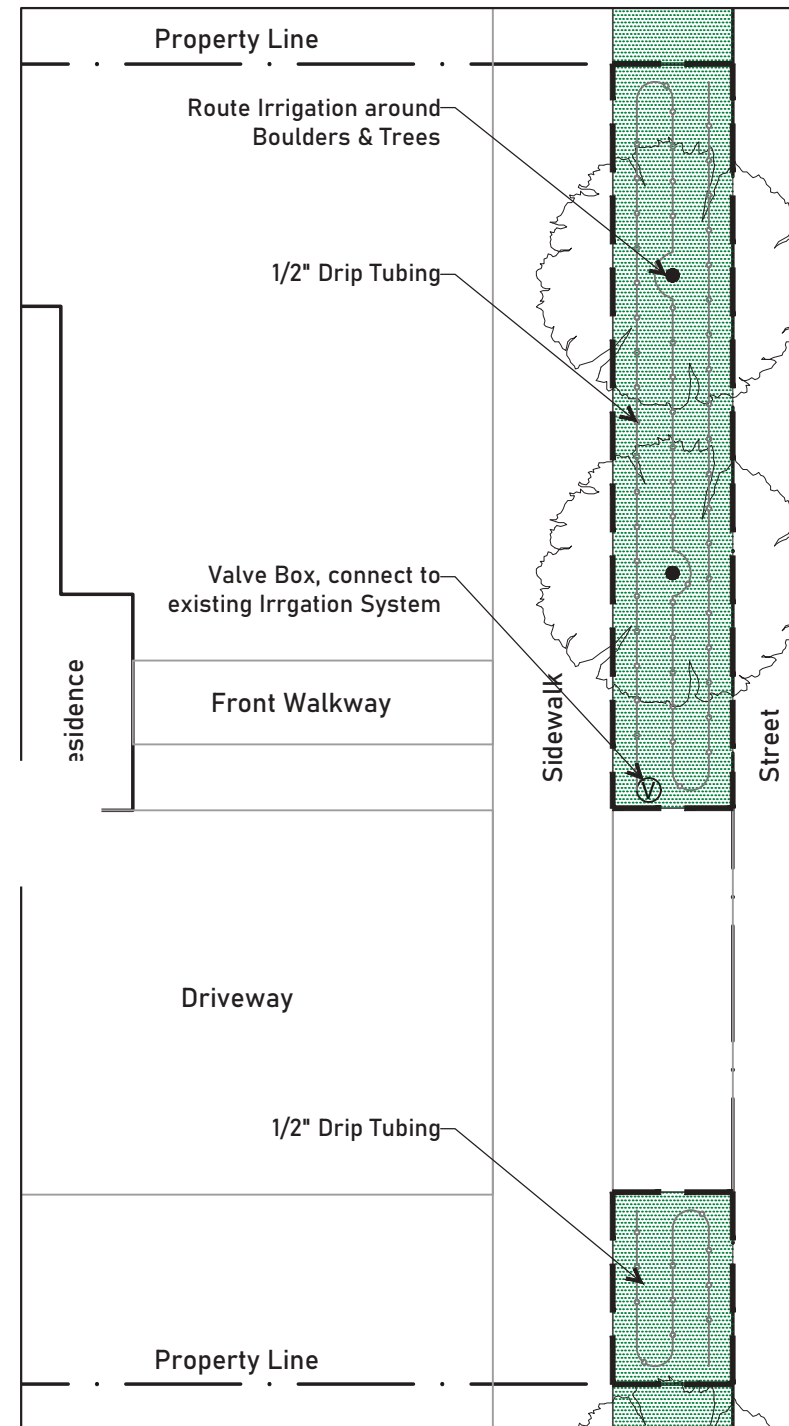
Irrigation Diagram

IRRIGATION LEGEND

- 1/2" Drip Tubing
- Ⓥ Valve Box

IRRIGATION NOTES

- Call before you dig 811.
- Soaker line drip tubing to be 1/2" diameter, brown or black polyethylene (PE), 12" emitter spacing, 1 gallon per hour (GPH).
- Alternatively, emitter drip tubing to be 1" mainline, with 1/2 GPH pressure compensating emitters.
- Drip tubing lines to be spaced 18" apart.
- Route tubing around obstacles: trees, boulders, fire hydrant, street signs, etc.
- Separate drip zone from lawn (spray) irrigation.
- Only modify zones within existing irrigation system and controller.
- Use 10" round valve box, green cover to house drip valve.
- Contractor or homeowner to verify pressure of irrigation system prior to drip line installation.



Material Specifications

WOOD MULCH

Natural colored wood mulch helps increase water infiltration, retain soil moisture reduces evaporation, and offers a protective layer against temperature extremes. To prevent mulch from washing out of the tree lawn and into storm drains wood mulch may **only** be used as a 4-6 inch ring around plants and not within 2 feet of the property line. The grade at that point should not be altered.

Cascade Cedar Mulch

- hair-like fibers weave together helping the mulch stay in place
- maintains color
- install as 3" layer over top soil



CASCADE CEDAR MULCH CASCADE CEDAR MULCH

Small/Medium Pine Bark Mulch

- helps prevent soil erosion
- small .75-1.5" or medium 1-3" sizes approved
- not recommended for areas with high winds
- install as 3" layer over top soil



SMALL/MEDIUM PINE BARK MULCH H

Redwood Mulch

- mats together through its fibrous structure
- decorative, color fades slowly
- install as 3" layer over top soil



REDWOOD MICROHAIR MULCH EDWOOD MICROHAIR MULCH

ROCK MULCH

Colored rock mulches provide options when rock is aesthetically desired over wood mulch, or in areas with slopes, heavy drainage flows, or high winds. Ensure to use rock where there is concentrated water flow such as property lines. Do not alter the land grade.

The approved types of rock represent locally available material while building upon the existing color palette of the Sierra Ridge neighborhoods.

You may choose from the below palette OR rocks with similar coloration and size to your existing front yard landscaping rock.

Local River Rock

- round granite or gneiss river rock
- tan colored
- approved size 1-2"
- install as 3" layer over top soil



LOCAL RIVER ROCK MULCH 1-2" LOCAL RIVER ROCK M

Grey Granite Rock

- angular granite chips
- grey colored
- approved size 1/2-2"
- install as 3" layer over top soil



GREY GRANITE ROCK MULCH 1/2-2" GREY GRANITE RO

Colorado Red Rock

- angular sandstone chips
- red colored
- approved size 1/2-2"
- install as 3" layer over top soil



COLORADO RED ROCK MULCH 1/2-2" OLORADO RED F

Material Specifications

BOULDERS

Locally or regionally sourced and readily available boulder options allow for integration to enhance the curbside landscape throughout the seasons.

Boulders shall not exceed 30" in height, must be in compliance with all applicable local and county code regarding sight-triangles (at least 6 feet from the corner), and must not block any emergency infrastructure such as fire hydrants, etc. Boulders need to be a minimum of 24" from the face of the curb.

Grey Granite Boulder

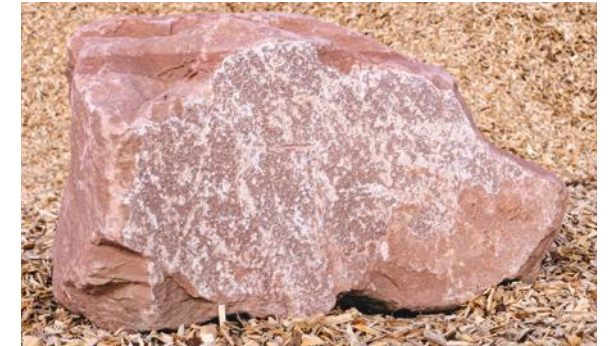
- quarried in Clear Creek County, CO
- crisp edges
- grey granite with black and white marbling
- bury at 1/3 of rock at a minimum



GREY GRANITE BOULDER GREY GRANITE BOULDER

Colorado Red Sandstone Boulder

- quarried in Boulder County, CO
- crisp edges
- red with white and tan marbling
- bury at 1/3 of rock at a minimum



COLORADO RED SANDSTONE BOULDER COLORADO RED SANDSTONE BOULDER

Colorado Buff Sandstone Boulder

- quarried in Larimer County, CO
- crisp edges
- boulders contain a mix of grey, cream, tan and gold colors
- bury at 1/3 of rock at a minimum



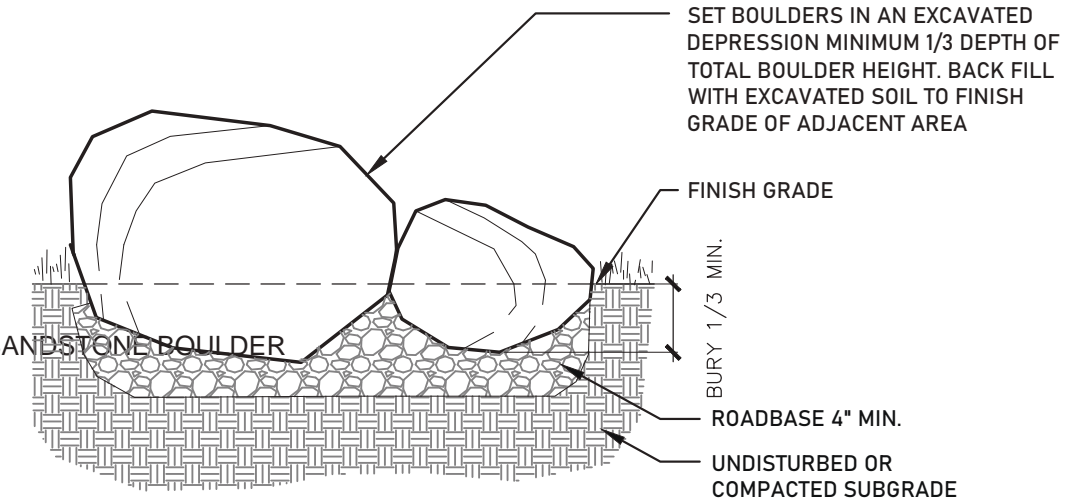
COLORADO BUFF SANDSTONE BOULDER COLORADO BUFF SANDSTONE BOULDER

Moss Granite Boulder

- harvested in Carbon County, WY
- round edges
- orange with lichen and small moss on surface
- bury at 1/3 of rock at a minimum



MOSS GRANITE BOULDER MOSS GRANITE BOULDER



- NOTES:**
1. BOULDERS SHALL NOT EXCEED 30" IN HEIGHT.
 2. MAINTAIN 5 FT DISTANCE FROM DRIVEWAY EDGE.
 3. BOULDERS SHALL NOT BE LOCATED WITHIN 10 FT OF A HYDRANT.

3 BOULDER
NOT TO SCALE

Material Specifications

LANDSCAPE EDGING

Metal edging provides a durable, cost effective way to permanently separate different ground covers / landscape materials, helping reduce maintenance needs.

Powder-coated edging is available in various colors, ensuring a perfect match with the surrounding color palette.

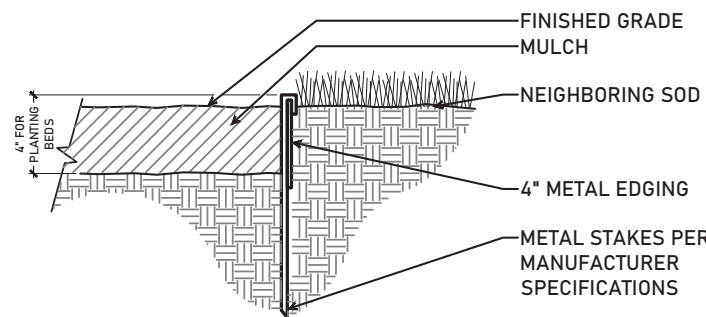
Galvanized Rolled-top Steel Edging

- rolled top adds rigidity
- silvery-grey color
- cost effective
- install per manufacturer specifications



Powder Coated Steel Edging

- interlocking for additional stability
- green, black or brown colors approved
- more durable than rolled-top edging
- install per manufacturer specifications



4 LANDSCAPE EDGING

NOT TO SCALE

Disclaimer

This document and plans within have been prepared as an illustrative guideline, and do not reflect the accurate or complete location of utilities, hydrants, or existing trees. Locate all utilities prior to beginning work.

Homeowner must adhere to all applicable code.

All landscape improvements must be submitted and approved by the District's Architectural Review Committee prior to installation.



Sierra Ridge Metropolitan District
Douglas County, Colorado, United States



Elena Arnosky
2741 14th St, Apt B
Boulder, CO 80304
T: 512.913.5365
E: studio@leafdesignworks.com
W: leafdesignworks.com

EXHIBIT D – PLANT MATERIAL AND LANDSCAPE MINIMUMS/REQUIREMENTS

All owners are required to have landscape plans approved and all landscape complete within six (6) months from the date of close on the home. Please note that failure to comply with the given time frame may result in fines and further action by the District. To maintain the integrity and aesthetics of our community, the District has implemented requirements for the all landscaping. Once approval is received and landscaping installed; all yard areas must be maintained and kept in a neat, attractive and well-groomed condition.

Plant Material Size Requirements:

- Deciduous trees – 2’ caliper
- Ornamental trees – 2’ caliper
- Evergreen trees – 6’ height
- Shrubs – 5-gallon container
- Mulch – 1 Cubic yard per 80 sq. ft. area and at a 4” depth.
- Rock or Stone Mulch – 1.5” minimum to cobble size, minimum 3” in depth.

Ground Cover may consist of the following:

- Rock or Stone Mulch – 1.5” minimum to cobble size, minimum 3” in depth.
- Organic mulch of a 3” depth (wood or bark chips, pine needles, cones, sticks, straw or leaves).
- Breathable (non-plastic) weed barrier under all ground cover.
- Large Cobble of 3”-12” in diameter for designated drainage ways, 3:1 slopes and in water features.

FRONT YARD

- Front yards are installed by the builders per development and county guidelines and can be enhanced upon approval from the ARC.
- Corner Lots may not contain any plant material that exceeds 30” in height at maturity, in sight triangles.
- Trees within front and side yards must comply with the master development street tree program and may not be removed without prior written approval from the ARC.

REAR/SIDE YARD

- Landscape for rear and side yards of each home should have a variety of deciduous and coniferous plant materials.
- All unimproved areas at the time of conveyance must be landscaped using at least 50% plant material (such as irrigated turf, shrubs, trees, or other planted material).