

**DESIGN GUIDELINES
for the
GARDENS AT NORTH CAREFREE,
FIRST FILING
and
GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT
as set forth by the
Design Review Committee
and
the Gardens at North Carefree Metro District**

Adopted November 1, 2023

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ARTICLE I GENERAL INFORMATION

Section 1.1 Purpose.

To ensure that a quality environment is both created and maintained, the Developers of The Gardens at North Carefree Metropolitan District, located in El Paso County, Colorado (the "District"), have adopted these Design Guidelines (the "Design Guidelines"). The Design Guidelines are a tool to be used by the designated Design Review Committee (the "DRC") and Property Owners for guidance through the improvement process.

The Design Guidelines pertain to any building, structure, fence, landscaping, or other Improvement made within the District. As such, these guidelines are just that -- guidelines; clear and concise enough to provide strong direction, yet flexible enough to be adapted to different sites and various development programs. The Design Guidelines provide a framework for site development, architectural standards, and community aesthetics, with a focus on minimizing harsh contrasts in the landscape and encouraging architecture appropriate to this unique environment. It is the express purpose of the DRC to consistently and reasonably interpret these guidelines.

Section 1.2 Legal Authority.

Authority for the DRC is grounded in the Governing Documents for the District; specifically, the *Gardens at North Carefree Metropolitan District Service Plan* (the "Service Plan") and the *Declaration of Covenants, Conditions, and Restrictions for Gardens at North Carefree, First Filing and Gardens at North Carefree Metropolitan District* (the "Covenants"). These Design Guidelines are applicable to all "Improvements", as further defined in Article 1.1.13 of the Covenants. Property Owners should refer to the recorded Plat, Development Plans, Service Plan, Covenants, Design Guidelines, Rules and Regulations (if any), and Resolutions adopted by the Board of the District for a thorough knowledge of applicable guidelines. Under the terms of this document, the Board of the District hereby adopts these Design Guidelines as the basis for all design reviews. Should these Design Guidelines be amended in the future, such amendment(s) shall then take precedence over this and all previous versions. The Board of the District shall at their sole discretion, have the authority to take action, establishing clarity and resolving any discrepancies identified between these Design Guidelines and other Governing Documents.

Section 1.3 Administration of the Design Guidelines.

In accordance with Section 3.7 of the Covenants, "No exterior additions to, alterations or decoration of any residence or building, nor any changes in fences, hedges, walls, or other structures, nor installation of window-mounted air conditioning units or any exterior television, radio or other communication antennas of any type, shall be commenced, erected, placed or maintained, without the prior written approval of the DRC."

In order to adhere to the Covenants, while maximizing the aesthetic appeal of the neighborhood and bolstering property values, all proposed exterior home Improvements and site Improvements shall be evaluated by the DRC using these Design Guidelines. It is the responsibility of the DRC to ensure that all improvements meet or exceed the requirements of these Design Guidelines and promote the highest quality aesthetic for the neighborhood. Section 2.5 of the Covenants further requires, "The DRC shall consider the quality of workmanship, type of materials, and harmony of exterior design with other Lots located within the Property." The DRC will aid the Developer, Property Owners, and Contractors in meeting these standards.

Section 1.4 Supplemental Guidelines to County & State Regulations.

These Design Guidelines are supplemental to regulations normally in effect for this property, as further described on the recorded Plat, "Federal and State laws, Regulations, Ordinances, Review and Permit Requirements, and other requirements, if any, of applicable agencies including, but not limited to, the Colorado Department of Transportation, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service and/or Colorado Department of Wildlife regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed threatened species." All construction shall comply with these Design Guidelines and all other applicable regulations, including but not limited, to the Pikes Peak Regional Building Department (PPRBD).

Section 1.5 Non-liability.

In accordance with Section 2.1.6 of the Covenants, "Approval granted by the DRC in conjunction with these Design Guidelines shall not be considered approval of the safety or integrity of the Improvements to be constructed or conformance of such Improvements with building codes, zoning resolutions, or other applicable governmental rules and regulations" and does not reflect the assumption of liability or responsibility by the DRC, its members, the Board of the District, the Association, or the Declarant for an applicant's compliance with applicable laws, ordinances or regulations, or any other matter relating thereto, other than these Design Guidelines enduring aesthetic application. Neither the DRC, its members, the Board of the District, the Association, the Declarant, nor any of their successors, assigns, agents, employees, or officers, shall be liable to any Owner or other person for any damage, loss, or prejudice suffered or claimed on account of:

1. approval or disapproval of any plans;
2. performance of any work, whether or not pursuant to approved plans and specifications; or
3. development of any property within the subdivision.

Section 1.6 Recommendation for Professional Guidance.

It is strongly recommended that all persons proposing any Improvements subject to review under these Design Guidelines seek guidance from a qualified professional, with skills specific to the task at hand such as an architect, landscape architect, civil engineer, surveyor, etc.

Section 1.7 Aesthetic Considerations.

Section 2.3 of the Covenants requires aesthetic considerations to ensure "a consistent and harmonious general character of development and style and nature of building and design intended to enhance the aesthetics and property values" is within the scope of the review process. The DRC may approve, deny, or conditionally approve any submittal based on aesthetic considerations. Design elements and themes may vary greatly throughout the development and maintaining aesthetic consistency for a harmonious environment may require the DRC to deny a proposed Improvement in one area, which may otherwise be appropriate and therefore approved in another area. Approval of an Improvement in one request will not guarantee approval of the same Improvement in another.

Section 1.8 Massing.

In reviewing the forms of a proposed building, careful scrutiny will be given to the massing, proportions, and overall scale of the building in relation to the building site. The DRC encourages designs that reduce building scale and maintain the open concept of the community.

The walls of a building are an important part of its overall visual impact and should be carefully detailed. Exterior materials should remain consistent throughout the building. The connection from the walls to the foundation should be treated such that the foundation becomes a very minor element. Location, type, and size of window openings should be carefully considered for effect on proportions, continuity, and illumination. Entries should be well articulated. Covered entries and recessed openings at doors and windows are strongly encouraged. Homes situated on highly exposed sites (i.e. corner lot, double fronted lot) may require additional architectural features on the elevations that are highly visible.

ARTICLE II DESIGN REVIEW PROCEDURES

Section 2.1 Submission of Drawings and Plans.

All Builders, Owners, contractors, subcontractors, and/or their designated representatives shall comply with the Design Review Procedures in order to gain approval for any Improvement to property within the District. All Improvements undertaken; whether new residential construction, subsequent exterior renovations, remodels, or site improvements; including but not limited to, walks, driveways, drainage, fencing, lighting, landscape, painting, or other exterior modifications; are subject to review and approval under these Design Guidelines. Unless otherwise specifically stated herein, drawings or plans for a proposed Improvement must be submitted to the District Manager for processing and written approval received from the DRC prior to any modifications being made. The DRC shall not charge any fees for review; however, reasonable engineering, consulting, or other fee incurred by the DRC for reviewing any proposed Improvement will be assessed to the Owner requesting approval.

1. ALL SUBMITTALS MUST INCLUDE:

- a. A completed: *Gardens at North Carefree Metropolitan District Architectural Submission / Application Form.*
 - b. A detailed description of the project, including location, height, width, depth, materials, colors, etc.
 - c. A materials list for the project, including samples and/or online product links where appropriate: roof material samples, paint and/or stain samples, manufacturer product information for items such as light fixtures and gate hardware, and product pictures (sketches, clippings, catalog illustrations, and other data or links to websites).
 - d. A picture or diagram of the existing project and a drawing illustrating the proposed changes.
 - e. A site plan reflecting the Lot with an overhead view, illustrating the location of the proposed project, along with the home and all existing Improvements on the Lot, and delineating the distance from the property line or other structures.
2. For **paint or changes to the exterior surface** of the home, the Builder or Owner shall submit all items outlined in number 1 above, plus:
- a. A diagram of the home reflecting the selected pre-approved color scheme from Exhibit A herein with notations indicating the intended surface for each proposed color or material.
3. For **new building construction or major Improvements**, such as room additions, remodels, ancillary structures, sheds, gazebos, or structural changes, the Builder or Owner shall submit all items outlined in Section 2.2(1) above, plus one (1) set of construction documents to include the following:
- a. One (1) set of architectural plans at a scale of 1/4" = 1'0", including:

- i. Architectural elevations (front, sides, and rear).
 - ii. Floor plans, including square footage for Each floor.
 - iii. Roof plans indicating pitches, ridges, valleys and location of mounted equipment.
 - iv. Indication of all proposed exterior materials including proposed colors.
 - v. Exterior details, including items such as chimneys, exterior stairs and decks, and railings.
 - vi. Any other proposed improvements (i.e., decks, awnings, hot tubs, etc.).
- b. Site Plan of the lot, at a scale of 1" =20' or 1" =30', including:
- i. Lot lines and dimensions, building Setbacks, street right-of-ways, curb lines, and easements.
 - ii. Existing and proposed contour lines at 2' intervals extending to all property lines, existing or proposed street elevations, finish grade at building corners, and drainage swales may be required. Finished floor, and garage slab elevations also may be required.
 - iii. Building footprint, including finished floor and garage elevation.
 - iv. Walks, driveways, decks, accessory structures, dog runs, or piracy fencing, retaining walls with top and bottom of wall elevations.
4. For **landscape or hardscape Improvements**, such as turf or rock placement, tree and shrub placement, flower or vegetable gardens, and other garden décor, the Builder or Owner shall submit all items outlined in number 1 above, plus:
- a. A drawing or plan at a scale of 1" = 20' or 1" = 30' depicting the property lines of the lot and the "footprint" of the home as located on the lot. Existing improvements, in addition to the home, should be shown on the drawing and identified. Such existing improvements include driveways, walkways, decks, trees, shrubs, etc. All proposed plant locations, species, quantities, and sizes; the location of turf and other ground cover materials should be shown and labeled. The plan should exhibit the grading and layout of all additional landscape improvements such as berms and slopes.
 - b. A list of each intended tree, shrub, and plant; detailing the height at maturity, as well as the root system and canopy diameter at maturity.
 - c. An irrigation plan, outlining an efficient watering system to prevent oversaturation and excess run-off.
5. For any **other site Improvements**, such as play/sports equipment, dog runs, hot tubs, trellises, retaining walls, lighting, gazebos, statues, etc., the Builder or Owner shall submit all items outlined in Section 2.1(1) above, plus:
- a. An Improvement elevation drawn to-scale.
 - b. A diagram illustrating the proposed visual and audio screening to accompany the Improvement.

Section 2.2 Certification of Accuracy.

The DRC, in its sole discretion, may require the Builder to provide a Certificate of Accuracy from a registered licensed surveyor (hired by the Builder) attesting to the accuracy of the following:

1. The building foundation is located as approved (+/- 6" tolerance) by the DRC in the final approved plans.
2. The building foundation elevation is as approved (+/- 6" tolerance) by the DRC in the final approved plans.

3. The certificate must be in the form of an improvement survey showing the dimensions of the foundation to property lines and elevations (related to USGS datum or equivalent benchmark) of the top of the foundation walls. Points at which elevations are taken must be clearly identified and correlate with the location of the top of the foundation as shown on the final approved plans.

Section 2.3 Architectural Plan Review.

Following receipt of a submission, the DRC (or Metro District) may appoint the District Manager to review these requests, and based on the Covenants along with these adopted and Design Guidelines, as may be amended from time to time.

Submittals proposing Improvements beyond the scope of the Covenants or Design Guidelines will be brought to the DRC for review. The DRC will meet as needed, or determined by adopted By Laws, to timely review all plans submitted for approval.

The DRC may require the submission of additional materials and may postpone action until all required materials have been submitted. The DRC will contact the applicant, in writing or by phone, if additional materials or information are necessary. The DRC may also contact the applicant with any suggestions for change prior to review, which may increase the likelihood of approval.

The DRC will approve or disapprove the plans in writing within thirty (30) days after receipt of all requested materials (unless the time is extended by agreement). If a written response by the DRC is not received within the thirty (30) day period (excluding postponements), the application will be deemed disapproved.

Section 2.4 Rights of Appeal.

Any Builder or Owner aggrieved by a decision of the DRC may appeal the decision to the Board of the District in accordance with the procedures established by the Board. Such appeal shall be in writing, filed within thirty (30) days following the issuance of a decision of the DRC. If the decision of the DRC is overruled by the Board of the District on any issue or question, the prior decision of the DRC shall be deemed modified to the extent specified by the Board of the District and such decision, as so modified, shall thereafter be deemed the decision of the DRC. If not appealed, or as so modified or affirmed, the decision of the DRC shall be conclusive and binding on all interested parties.

Section 2.5 Revisions and Additions to Approved Plans.

Any revisions and/or additions to the approved architectural or landscape plans made by either the Builder, Owner, or as required by Pikes Peak Regional Building Department, must be resubmitted for approval by the DRC. The revised plans must follow the requirements outlined above. The DRC will then review the plans and provide a written response within thirty (30) days after the submittal.

Section 2.6 Review of Work in Progress.

The DRC shall have primary authority to enforce the provisions of these Design Guidelines. The DRC may review all work in progress to the extent required to ensure that the construction or work complies with any and all approved plans and construction procedures. The absence of such review or notification during the construction process does not constitute either approval by the DRC of work in progress or compliance with these Design Guidelines. If deviations from the approved plan or approved construction practices are identified, the DRC may withdraw approval of the project and require all activity at such project to be stopped. Written notification will be provided to the Builder or Owner

specifying such deviations and providing a period of ten (10) days within which any deviations from the approved plans must be rectified. Any DRC site visits are in addition to and not connected with standard inspections required by other jurisdictions throughout the construction process.

Section 2.7 Noncompliance.

In accordance with Section 2.9 of the Covenants, "The DRC or the Governing Board shall notify the applicant in writing of the noncompliance; which Notice of Noncompliance shall be given, in any event, within sixty (60) days after the DRC receives a Notice of Completion." Section 2.10 of the Covenants states, "If the DRC or Governing Board determines that a noncompliance exists, the Person responsible for such noncompliance shall remedy or remove the same (and return the subject real estate and/or Improvement or structure to its original condition) within a period of not more than forty-five (45) days from the date of receipt of the Notice of Noncompliance."

Section 10.3.5 of the Covenants provides, "the District, the Governing Board or the DRC may...

(c) require an Owner, at the Owner's expense, to remove any structure or Improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the District or its designee shall have the right to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner; and

(d) without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of any Owner who fails to comply with the terms and provisions" of the District.

Section 2.8 Effect of Governmental and Other Regulations.

Approval of plans by the DRC shall not be deemed to constitute compliance with the requirements of any local, zoning, safety, health, or fire codes; and it shall be the responsibility of the Builder, Owner or duly authorized representative submitting plans to assure compliance with all applicable rules and regulations. Nor shall any approval waive any requirements on the part of the Builder, Owner or authorized representative to comply with setbacks, height restrictions, or other requirements unless such waiver or variance is specifically requested at the time of submittal and provided that the waiver or variance may properly be granted by the DRC and the County of El Paso, Colorado, where applicable.

Section 2.9 Period of Plan Validation.

Final approval of plans is valid for one (1) year from the date of approval unless otherwise agreed to by the DRC and the Builder or Owner in writing. Construction must begin within this period. If not, plans must be resubmitted for review by the DRC. Owners may ask for a weather exemption, if seasonal weather, would prevent the completion of a project.

Section 2.10 Notice of Completion.

In accordance with Section 2.7 of the Covenants, "Upon the completion of any improvement, the applicant for approval of the same shall give a written "Notice of Completion" to the DRC." Section 2.8 of the Covenants further provides, "The DRC, or its duly authorized representative, shall have the right to inspect any improvement prior to completion..., however, that right of inspection shall terminate sixty (60) days after the DRC shall have received a Notice of Completion."

ARTICLE III

IMPROVEMENT STANDARDS

Section 3.1 Architectural Detailing.

In order to add definition and break up flat planes of walls, the use of architectural elements to create shadow lines is encouraged to be incorporated into the design of the home. Architectural elements to accomplish this definition include recessed windows, deep eaves and offset wall planes window shutters, well-proportioned porches with Brackets, trellises and arbors, decks, detailed facias, belly bands, etc.

Section 3.2 Maximum Building Height.

Building height and profile should be in scale with the surrounding structures and topography. The maximum building height shall be in conformance with the County of El Paso, Colorado development standards.

Section 3.3 Exterior Materials.

Use of bright, unfinished, colored, and reflective or mirrored surfaces or glass is not permitted. Exposed concrete foundation walls shall be minimized by grading, retaining walls or landscaping. The maximum width of masonry or wood lap siding is nine (9) inches.

Section 3.4 Subdivision.

In accordance with Section 3.17 of the Covenants, "There shall be no subdivision of a Lot into two (2) or more Lots." Requests of this nature will be denied without the need for review.

Section 3.5 Zoning.

The District, a single-family residential area, is zoned within the County of El Paso, Colorado.

Section 3.6 Building Setbacks.

Building setbacks shall comply with the site-specific setbacks shown on the Development Plan for each specific filing as approved by the County of El Paso, Colorado. Where lot terrain dictates, the DRC may consider the County setback requirement as the minimum standard for any structure. A variance to the County setbacks can only be granted by the County. A County-approved variance to the setback requirement may also require the approval of the DRC.

Section 3.7 Maximum Building Coverage.

The maximum coverage of the Lot by structure(s) shall comply with the Development Plan for the District and all applicable County and State development standards.

Section 3.8 Subdividing of Lots.

No lot may be subdivided into two or more lots.

Section 3.9 Structure Encroachments.

Encroachments of structures or any other item onto District property, across Lot lines, or into easements without consideration for set-backs is not permitted. Any Improvements found to be encroaching in this manner will require removal by the Owner and restoration of the area to its previous condition.

Section 3.10 Grading and Drainage.

In accordance with Section 5.5 of the Covenants, "No person shall alter the natural drainage on any Lot so as to materially increase the drainage of water onto adjacent portions of the Property without the consent of the DRC and the Owner of the affected property."

As further described on the recorded Plat, "All Property Owners are responsible for maintaining proper storm water drainage in and through their property, public drainage easements as specified on the Plat shall be maintained by the individual Lot Owners unless specified otherwise. Structures, fences, materials or landscaping that could impede the flow of runoff shall not be placed in drainage easements."

Section 4.4 of the Covenants clarifies, "Maintaining proper drainage away from the Improvements on the Lots is essential to minimize potential swelling of expansive soils that may exist on the Property. No Owner may install Improvements or alter grading to adversely affect drainage on any Lot. Each Owner shall maintain all gutters, downspouts and extensions within such Owner's Lot to insure that the gutters and downspouts remain in the down position and are free and clear of all obstructions and debris and that the water flow from such gutters and downspouts is directed away from the foundation and/or slabs on any Improvement. No Owner may later obstruct or obliterate any drainage swales, pans, easements, or channels located or installed on any Lot or the Property."

Section 3.11 Erosion Control.

During all construction, the implementation of techniques for controlling erosion within the home site and onto other sites shall be mandatory and strictly enforced by the DRC. Techniques include the use of sedimentation basins, filtration materials such as straw bales or permeable geotextiles, and slope stabilization fabrics or barriers. Damage resulting from a failure to implement proper and sufficient erosion control techniques will require restoration at the sole cost of the Owner of the Lot being Improved.

ARTICLE IV ANCILLARY IMPROVEMENT STANDARDS

All of the following ancillary improvements require DRC approval unless specifically noted otherwise:

Section 4.1 Accessory Structures.

Accessory structures such as storage sheds, gazebos, greenhouses, etc. shall be located in the rear yard or in a location not prominently visible from the street or adjacent homes; and shall adhere to the standards of site development and architectural standards provided herein or otherwise by the District. Carports are prohibited. Requests for approval of accessory structures will be reviewed on a case-by-case basis, taking into consideration the exterior finish, colors, lot size, square footage of the home, and proposed location of the accessory structure in relation to the Lot, etc. Gazebos must be an integral part of the landscape plan. Accessory structures are limited to one (1) story as defined by PPRBD and shall not exceed 10' in height.

Section 4.2 Air Conditioning Equipment.

HVAC and other air conditioning units, must be installed on the main level of the home, only in a side or rear yard, behind privacy fencing or otherwise substantially screened from the street and adjacent properties. In accordance with Section 3.16 of the Covenants, "No evaporative cooler may be installed in or on any Lot without DRC approval."

Section 4.3 Awnings/Patio Covers/Shutters.

Awnings, patio covers and shutters must be of a color that is complementary to the exterior color palette on the home. Patio covers must be constructed of wood or material generally complementary to the home and be similar or complimentary in color. Support posts for patio covers must be a minimum of 4"x 4" in size. Unacceptable awning treatments include thin wood lattice, metal, plastic, and untreated or striped fabric. Awnings must be maintained in like-new condition.

Section 4.4 Exterior Lighting.

DRC approval is required for the alteration or addition of any exterior lighting. In reviewing lighting requests, the DRC will consider the visibility, style, location and quantity of the light fixtures. In accordance with Section 3.15 of the Covenants, "Lighting shall be oriented so as not to shine on any other residence." Exterior lighting for security and/or other uses must be directed towards the ground and house whereby the light cone stays within the property boundaries and the light source does not cast glare onto adjacent properties.

Multi-colored lighting systems must be approved by the DRC prior to installation and may become subject to additional rules regulating color use and schedule to prevent a nuisance to neighbors.

Section 4.5 Fencing.

1. Fencing: All fencing must be split rail, , not to exceed four (4) feet tall with maximum three (3) rails and constructed of tan, sand, or almond-colored composite, vinyl, or PVC fencing with standard 11' post spacing (10'4" center -to-center).
2. Wing Fencing: Wing fencing must be set back a minimum of 5' from the front corner of the home and approximately half the distance between the front and the rear of the home. Wing fencing should match the setback of existing wing fencing on the adjoining property where feasible.
3. Dog Fencing: The DRC encourages the use of underground ("invisible") dog fences to promote the open character of the neighborhood. The DRC may allow welded-wire to be installed on the interior of a split rail fence for the purpose of pet containment on a case-by-case basis. Welded wire must be 14-gauge, PVC coated, and black in color. Chain link, hex web, and chicken wire fencing are expressly prohibited.

Fencing must be maintained in a like-new condition. Individual lot owners are responsible for the maintenance of their lot fencing and the inside of Community walls on their Lot.

As a reminder, pet owners are expected to immediately collect and properly dispose of any feces deposited by their dogs in all areas. Fenced yards must not be permitted to accumulate pet waste over the course of multiple days.

Section 4.6 Hot Tub/Sauna.

Installation of hot tubs and saunas shall be subject to DRC approval. Hot tubs and saunas should be designed as an integral part of the deck or patio area and must be located in the side or rear yard area. Placement must consider the visibility and auditory impact on the street and adjacent properties.

Section 4.7 Painting/Repainting.

DRC approval is required for all exterior painting or repainting of the home and accessory improvements, with the exception of touch-ups' or repainting with the existing colors. A pre-approved

color pallet has been established to aid Owners in selecting exterior color schemes. Please reference Exhibit A below for approved color schemes.

Variances from the pre-approved color schemes will be considered on a case-by-case basis. Submittal must include the manufacturer's paint chips, with the name and formula number for each color. Consideration will be given to color tone and intensity, the home's architectural features, stone or brick accents, roof color, compatibility with other body/trim colors, and the schemes of neighboring properties. Downspouts, vents, and rain barrel channels must be painted to match the body or trim color of the home.

Section 4.8 Play and Sports Equipment.

All play structures and equipment, both permanent and portable, require approval from the DRC for design, size, and placement prior to installation. All play/sports equipment (i.e., trampolines, swing sets, basketball hoop and blackboards, etc.) is to be placed in a manner that minimizes its visual impact from adjacent properties and considers the potential impact of volume during play on neighboring homes. Play equipment should typically located in rear yard areas and must consider the visibility and auditory impact on neighboring Lots.

Play equipment shall be of predominantly muted, earth-tone colors and shall not exceed eight (8) feet in height unless otherwise approved by the DRC.

Portable play equipment or items used for front or unenclosed rear or side yard play should be stored out of view when not in use. Out of view shall be defined as within the confines of the home or garage or within the confines of a fenced backyard.

Trampolines must be anchored securely to the ground to ensure resistance against high winds.

Portable freestanding basketball backboards are permitted only with DRC approval and will be subject to additional rules regarding storage when not in use. Unattended play equipment located in the street is subject to regulation by the County of El Paso, Colorado. Pole supports shall be black in color (or as approved by the DRC on a case -by-case basis) basketball backboards must be clear with white netting in orange or black for the rim. Basketball equipment may not be located along any sidewalk or street. Permanent poles and backboards attached to a residence are not permitted.

Section 4.9 Satellite Dishes/Antennae.

In compliance with the Telecommunications Act of 1996, one (1) satellite dish/antennae may be installed on a residential lot subject to the following conditions:

1. Intent of installation shall be registered with the DRC prior to installation.
2. The satellite dish/antennae measure one (1) meter or less in diameter.
3. To the extent feasible, the satellite dish/antennae shall be placed in the rear or side yard in such a manner that it is screened from street(s) and neighboring properties.
4. The satellite dish/antennae shall be installed at the lowest possible placement, utilizing ground-level sitting (unless a signal is unattainable).

In accordance with Section 3.8 of the Covenants, "Satellite dishes that are 39.37 inches or less in diameter that receive direct broadcast satellite service, fixed wireless signals via satellite, or wireless cable that receives broadband radio service or fixed wireless signals, which are professionally installed in a safe manner and located on the side or rear of the dwelling are permitted. Ground mounting is encouraged in rear Lots, and the location should be selected in a manner that will not cause a nuisance to other Lots."

Section 4.10 Screen/Security Doors and Windows.

DRC approval is not required for the addition of screen doors, security doors, or storm windows added to a home provided the material and coloring match that of existing doors and windows on the home, and they are of a basic design.

Section 4.11 Driveways.

Driveways shall be paved. Materials and colors other than grey concrete will require DRC approval before installation.

As further described on the recorded Plat, "A driveway permit must be issued by El Paso County Planning and Community Development prior to the establishment of any driveway. Each Lot may only access one street."

Extension or expansion of driveways is prohibited.

Section 4.12 Garage Doors.

Damaged garage doors may be repaired without the need for approval from the DRC, provided the repair will not alter the design or color of the existing/approved garage door. Replacement doors, design modifications, and color alterations must first be reviewed and approved by the DRC. Garage doors shall be kept closed except when being used to permit ingress and egress to or from the garage in an effort to deter unwanted neighborhood theft and maintain a pleasing appearance at the front of the residence, unless the garage is actively being accessed for cleaning, etc.

Section 4.13 Temporary Structures.

Submittals requesting temporary structures shall be automatically deemed disapproved. In accordance with Section 3.2 of the Covenants, "No temporary building or other temporary structures, trailers, basements, tents, shacks, barns or outbuildings shall be erected, used or permitted to be kept or stored on any portion of the Property for any period of time."

Section 4.14 Signs/Address Numbers.

Section 3.9 of the Covenants states, "Except as hereinafter provided, no signs, advertising, billboards, unsightly objects or nuisances of any kind shall be placed, erected, maintained or permitted to remain in or on any Lot without the prior written approval of the DRC, nor shall any sign(s) be permitted in or on the District Properties, without the prior written approval of the Governing Board.

Notwithstanding the foregoing, the following are permitted:

- i a name plate of the occupant or street number;
- ii one (1) "For Sale," "Open House," or "For Rent," sign for the length of time reasonably necessary to advertise for sale or rent, not more than five (5) square feet in the aggregate;

- iii a security sign, not more than five (5) square feet in the aggregate;
- iv signs expressly permitted by applicable law, including the display of the American flag, service flags, and political signs in conformance with C.R.S. § 3833.3106.5; and
- v signs, advertising, or billboards used by the Declarant (or by any other builder with the express written consent of the Declarant) in connection with the sale or rental of Lots, or otherwise in connection with development of, or construction of, a Lot or any Improvement on a Lot. No permitted sign shall interfere with the Owners' use and enjoyment of their Lots, or their ingress and egress from a public way to their Lots."

Section 4.15 Solar Equipment/Skylights.

DRC approval is required for the placement of all solar equipment and skylights. Solar equipment and skylights must be incorporated into the structure and building's mass and be architecturally compatible with the residence.

Section 4.16 Swimming Pools.

Requests for swimming pools will be reviewed on a case-by-case basis by the DRC with consideration given to, but not necessarily limited to, the size of the yard, impact on neighboring properties, and size of pool enclosure. Recognizing the specific requirements of the County of El Paso, Colorado, the placement of pools on a home site shall be given careful scrutiny by the DRC.

Section 4.17 Waste Receptacles.

In accordance with Section 3.10 of the Covenants, "All garbage cans, trash receptacles or similar items shall be kept in an enclosed garage so as to conceal them from view of neighboring Lots and streets. Garbage cans and trash receptacles shall be placed outside for trash removal no sooner than the evening before the regularly scheduled pick-up, and shall be returned to the enclosed garage no later than noon the day following the pick-up." All containers must be lidded and secured to prevent waste blowing away.

Section 4.18 Yard Ornaments.

Yard ornaments, including but not limited to, birdbaths, birdhouses, fountains, sculptures, statues, flags and banners, etc. require DRC approval. The location of yard ornaments in front yards is discouraged. Requests for flagpoles shall be subject to an evaluation of the Lot for appropriate placement.

Section 4.19 Roof Form & Material.

The roof form is the most prominent visual element of a home and is central to defining the home's architectural character. Therefore, the materials used to create a home's roof will be carefully reviewed by the DRC. Roofing should utilize asphalt shingles in a color harmonious with the exterior of the home and adjacent properties. A pre-approved color pallet has been established to aid Owners in selecting exterior color schemes, which includes roofing. Please reference Exhibit A herein for approved color schemes and the associated roofing color.

All extensions from the roof, such as chimneys, flues, roof vents, gutters, skylights, etc. must be carefully located and finished to complement other elements of the design. Unfinished and exposed metal, wood, or concrete, detailing should be painted in accordance with your home's approved color scheme. When possible, flues and vents should be located out of view of the front of the home.

Section 4.20 Decks.

Decks must be a natural extension of the architecture. Deck supports must have a substantial scale that visually anchors them to the ground. Consideration will be given to the size of the proposed deck in proportion to the home, landscape, and other components to ensure a balance.

Section 4.21 Patios and Paving Materials.

Outdoor living areas are encouraged. Patios and other paving materials should be compatible and harmonious in color and texture with the structure and surrounding neighborhood and must be an integral part of the landscape design. Submittals must clearly illustrate the pattern intended for any proposed concrete stamping.

Section 4.22 Retaining Walls.

Retaining walls are prohibited unless installed by the Builder or Developer, prior to the conveyance of the Lot, to the initial Owner as alterations to the grading are not permitted.

Section 4.23 Vegetable Gardens.

Vegetable gardens must be located in the rear or side areas of the home site so that both the garden and its accessory operating areas are substantially screened from view of adjacent homes and public areas. The individual Lot and existing Improvements will be considered by the DRC in regard to the size, placement, and quantity of planters permitted to maintain the open concept of the community and ensure an uncluttered appearance. Vegetable gardens must be maintained in a clean and attractive manner and should be completely cleared when not actively being used for growing.

Section 4.24 Landscaping.

All portions of a Lot not improved with the home, driveway, walkways, patios, or decks (referred to as the unimproved area of a Lot) shall be landscaped. All landscaping shall be installed in accordance with landscaping plans submitted to and approved by the DRC, which plans shall be drawn to scale and shall set forth the location of landscaping, type of landscape materials, and be in record with the requirements of this section. The front and back yards of each occupied Lot shall be fully landscaped no more than one (1) year after the date of conveyance from a Builder or its assignee to an Owner.

A pre-approved plant pallet has been established to aid Owners in selecting suitable species for the community and climate. Please reference Exhibit B herein for recommended plan materials. Owners may request approval to plant any variety of plant material, beyond those currently recommended. Species will be considered for aesthetics, invasiveness, and sustainability. Newly installed plant material should be of such size and maturity to ensure sustainable life.

Front Yard. Landscape rock shall be installed in the area between the sidewalk and streets. At least one (1) tree, which may be a 1 ½-inch caliper deciduous tree or an evergreen tree of at least six (6) feet in height, must be planted in the front yard.. The front yard must contain a minimum total of five 5-gallon size shrubs in addition to ornamental grasses and/or perennials.

The front yard of each Lot is defined as that area between the street and a line extending from the front corners of the Home to each side Lot line. The landscaping plan shall include an adequate underground irrigation system, which shall be installed at the time of initial landscaping.

Back Yard. The back yard of back Lot shall be landscaped with turf, landscape rock, native ground cover, or DRC-approved artificial turf. At least one (1) tree, which may be a 1 ½-inch caliper deciduous tree or an evergreen tree of at least six (6) feet in height, must be planted in the back yard.

The back yard must contain a minimum total of five 5-gallon size shrubs.

Section 4.25 Landscape Maintenance.

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable grasses, and removal of trash or debris. Maintenance needs should be considered during the landscape design process.

ARTICLE V CONSTRUCTION PERIOD REGULATIONS

In the interest of all Owners, the following regulations shall be enforced during the construction period. These regulations shall be a part of the construction documents contract for each residence, and all Builders, Contractors, and Owners shall abide by these regulations.

Section 5.1 Concrete Equipment.

No concrete equipment cleaning or dumping shall be prohibited.

Section 5.2 Construction Equipment.

All construction and maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring properties or adjoining streets.

Section 5.3 OSHA.

All applicable OSHA regulations and guidelines must be strictly observed, at all times.

Section 5.4 Construction Hours.

Construction hours shall be between the hours of 7:00 a.m. and 7:00 p.m. daily.

Section 5.5 Construction Access.

Declarant or the DRC may designate specific access points for exclusive and limited use by construction vehicles.

Section 5.6 Excavation.

Excess excavation material shall be removed from the property and shall not be placed in common areas or on streets. Excavation, except for utility trenching, shall be contained to within the boundaries of the Lot only. Contractors are prohibited from storing debris or materials on the street or sidewalks.

Section 5.7 Debris and Trash Removal.

Regular cleanup of the construction site is mandatory. All construction waste and debris shall be stored in commercial waste containers and shall be removed from the site on a weekly basis or more frequently if the container(s) becomes full. All soil and debris flowing into the street(s) or open spaces from the

construction home site shall be cleaned daily as needed. A fine may be imposed by the District or DRC for noncompliance with disposal requirements.

In accordance with Section 3.19 of the Covenants, "All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist."

Section 5.8 Vehicles and Parking.

All vehicles must be parked so as not to inhibit traffic or damage the surrounding landscape. Construction vehicles and/or equipment shall not remain parked on District streets overnight. The DRC may designate, at the time of plan review or during construction, specific areas for storage of materials and parking of construction vehicles or equipment. Section 3.6 of the Covenants specifies, "There shall be no obstruction of the District Properties, nor shall anything be kept or stored on and part of the District Properties."

Section 5.9 Pets on Construction Sites.

Contractors, subcontractors, and employees are prohibited from bringing dogs and other pets to the construction site.

Section 5.10 Blasting.

If any blasting is to occur, the Contractor shall be responsible for informing all resident in the proximity of the blasting home site.

Section 5.11 Restoration and Repair.

In accordance with Section 2.13 of the Covenants, "If damage is inflicted, or a strong likelihood exists that it will be inflicted, on any of the Property... the Owner responsible for the damage or expense to avoid damage, or the District if it is responsible, is liable for the cost of prompt repair and remediation." Damage to any property other than the Lot Owner's shall be promptly repaired at the expense of the person or entity causing the damage in accordance with the District's standards.

Section 5.12 Dust, Noise and Odor.

Every effort shall be made to control dust, noise (including the personal use of radios, CD and tape players), and odor emitted from a construction area. The contractor will be responsible for watering, screening or oiling dust problem areas as well as controlling noise and offensive odors during construction.

Section 5.13 District's Right to Repair, Maintain, Restore and Demolish.

In accordance with Section 4.3 of the Covenants, "In the event any Owner shall fail to perform his or her maintenance, repair and replacement obligations in a manner satisfactory to the Governing Board, or as required by the DRC or any provision of the Design Guidelines, properly adopted, the District may, if said failure continues for a thirty (30) day period after written notice to said Owner by the Governing Board, enter upon said Lot subsequent to the expiration of said thirty (30) day time period to perform any or all of such maintenance, repair or replacement. The cost of such maintenance, repair and replacement shall be the personal obligation of the Owner of the Lot on which such work is performed, which if not paid upon demand may be collected by the District in the manner provided in this Declaration or otherwise authorized by law."

Gardens at North Carefree

Exterior Color Palette

Scheme #1:
Body 1 - Utterly Beige SW6080
Body 2 - Down Home SW6081
Trim - Sable SW 6083
Punch - Modest White SW6084
Stone - Italian Villa Coastal Brown
Roof - Brownwood
Exterior Stucco Blend
Body 1 - Utterly Beige SW6080
Omega # CM #1520
Acrylic # 6620

Scheme #2:
Body1 - Downing Sand SW2822
Body 2 - Craftsman Brown SW2835
Trim - Plantation Shutters SW7520
Punch - Rookwood Med. Brown SW2807
Stone - Idaho Drystack Carmel Mountain
Roof - Brownwood
Exterior Stucco Blend
Body 1 - Downing Sand SW2822
Omega # ½ 1134
Acrylic # 3767

Scheme #3:
Body 1 - Stone Lion SW7507
Body 2 - Studio Taupe SW7549
Trim - Virtual Taupe SW7039
Punch - Smokehouse SW7040
Stone - Eastern Mountain Ledge Volterra
Roof - Driftwood
Exterior Stucco Blend
Body 1 - Stone Lion SW7507
Omega # 3257
Acrylic # 23867

Scheme #4:
Body 1 - Bona Fide Beige SW6065
Body 2 - Sand Trap SW6066
Trim - Mocha SW6067
Punch - Brevity Brown SW6068
Stone - Italian Villa Verona
Roof - Teak
Exterior Stucco Blend
Body 1 - Bona Fide Beige SW6065
Omega # 1525
Acrylic #20328

Scheme #5:
Body 1 - Svelte Sage SW6164
Body 2 - Green Earth SW7748
Trim - Ethereal Mood SW7639
Punch - Warm Stone SW7032
Stone - Italian Villa Provo Canyon Gray
Roof - Peppermill Gray
Exterior Stucco Blend
Body 1 - Svelte Sage SW6164
Omega # CM#1527
Acrylic # 20109

Scheme #6:
Body 1 - Windsor Greige SW7528
Body 2 - Colonial Revival Stone SW2827
Trim - Sandy Ridge SW7535
Punch - Brainstorm Bronze SW7033
Stone - Old Country Ledge Verona
Roof - Driftwood
Exterior Stucco Blend
Body 1 - Windsor Greige SW7528
Omega # CM#1529
Acrylic # 10734

Scheme #7:

Body 1 - Beach House SW7518

Body 2 - Mexican Sand SW7519

Trim - China Doll SW7517

Punch - Nuthatch SW6088

Stone - Tuscan Villa Romano

Roof - Teak

Exterior Stucco Blend

Body 1 - Beach House SW7518

Omega # CM#1531

Acrylic # 25677

Scheme #8:

Body 1 - Urban Putty SW7532

Body 2 - Tree Branch SW7525

Trim - Cobble Brown SW6082

Punch - Dried Thyme SW6186

Stone - Old Country Ledge Dakota Brown

Roof - Teak

Exterior Stucco Blend

Body 1 - Urban Putty SW7532

Omega # CM#1532

Acrylic # 22884

Scheme #9:

Body 1 - Latte SW6108

Body 2 - Rookwood Clay SW2823

Trim - Tea Chest SW6103

Punch - Kaffee SW6104

Stone - Old Country Ledge Verona

Roof - Driftwood

Exterior Stucco Blend

Body 1 - Latte SW6108

Omega #3/4 A-667

Acrylic #23602

Scheme #10:

Body 1 - Nomadic Desert SW6107

Body 2 - Kilim Beige SW6106

Trim - Hopsack SW6109

Punch - Coconut Husk SW6111

Stone - Tuscan Villa Romano

Roof - Peppermill Gray

Exterior Stucco Blend

Body 1 - Nomadic Desert SW6107

Omega # CM#1534

Acrylic # 19244

Scheme #11:

Body 1 - Barcelona Beige SW7530

Body 2 - Tavern Taupe SW7508

Trim - Foothills SW7514

Punch - Homestead Brown SW7515

Stone - Italian Villa Coastal Brown

Roof - Teak

Exterior Stucco Blend

Body 1 - Barcelona Beige SW7530

Omega # 1521

Acrylic # 22953

Scheme #12:

Body 1 - Sandbar SW7547

Body 2 - Pavilion Beige SW7512

Trim - Threshold Taupe SW7501

Punch - Less Brown SW6040

Stone - Italian Villa Provo Canyon Gray

Roof - Driftwood

Exterior Stucco Blend

Body 1 - Sandbar SW7547

Omega # CM#1522

Acrylic # 15396

Scheme #13:
Body 1 - Accessible Beige SW7036
Body 2 - Amazing Gray SW7044
Trim - Mega Greige SW7031
Punch - Dry Dock SW7502
Stone - Italian Villa Provo Canyon Gray
Roof - Teak
Exterior Stucco Blend
Body 1 - Accessible Beige SW7036
Omega # CM#1524
Acrylic #15032

Scheme #14:
Body 1 - Collonade Gray SW7641
Body 2 - Gateway Gray SW7644
Trim - Fawn Brindle SW7640
Punch - Altitude Gray SW7060
Stone - Italian Villa Provo Canyon Gray
Roof - Peppermill Gray
Exterior Stucco Blend
Body 1 - Collonade Gray SW7641
Omega # CM#1526
Acrylic # 15367

Scheme #15:
Body 1 - Functional Gray SW7024
Body 2 - Pavestone SW7642
Trim - Anew Gray SW7030
Punch - Thunder Gray SW7645
Stone - Italian Villa Provo Canyon Gray
Roof - Driftwood
Exterior Stucco Blend
Body 1 - Functional Gray SW7024
Omega # CM#1528
Acrylic # 25076

Scheme #16:
Body 1 - Balanced Beige SW7037
Body 2 - Tiki Hut SW7509
Trim - Sycamore Tan SW2855
Punch - Van Dyke Brown SW 7041
Stone - Old Country Ledge Dakota Brown
Roof - Driftwood
Exterior Stucco Blend
Body 1 - Balanced Beige SW7037
Omega # 3279
Acrylic # 7283

Product Manufacturer
Stucco - Omega cementious AND acrylic
Paint - Sherwin Williams
Stone - El Dorado
Roof - Owens Corning or equivalent

Gardens at North Carefree

Plant Pallet

Evergreen Trees		
Botanical Name	Common Name	Mature Width x Height
<i>Pinus pungens</i> Fastigiata Wells	Blue Totem	4' x 12'
<i>Juniperus scopulorum</i> 'Cologreen'	Cologreen Juniper	6-8' x 12-15'
<i>Picea pungens glauca</i> 'Blue Colorado'	Colorado Blue Spruce	20'x45'
<i>Picea pungens glauca</i> 'Fat Albert'	Fat Albert Spruce	20'x12'

Deciduous Trees		
Botanical Name	Common Name	Mature Width x Height
<i>Malus</i> 'Spring Snow'	Spring Snow Crabapple	15'x15'
<i>Malus</i> 'Prairie Fire'	Prairie Fire Crabapple	15'x15'
<i>Amelanchier x grand.</i> 'Aut. Brilliance'	Autumn Brilliance Serviceberry	15'x15'
<i>Prunus virginiana</i> 'Schubert'	Canada Red Cherry	15'x15'
<i>Malus</i> 'Indian Magic'	Indian Summer Crab	15'x15'
<i>Fraxinus americana</i> 'Autum'	Autum Purple Ash	25'x25'
<i>Tilia cordata</i> 'Greenspire'	Greenspire Linden	40'
<i>Gleditsia triacanthos</i> 'Shademaster'	Shademaster Honeylocust	30'x25'
<i>Acer platanoides</i> 'Royal Red'	Royal Red Maple	25'x25'

Evergreen Shrubs		
Botanical Name	Common Name	Mature Width x Height
<i>Juniperus squamata</i> 'Blue Star'	Blue Star Juniper	2-3' x 15-18"
<i>Juniperus sabina</i>	Buffalo Juniper	6-8' x 12-18"
<i>Pinus mugo</i> 'Slowmound'	Slowmound Mugo Pine	2-3' x 2-3'
<i>Picea pungens</i> 'Glauca Globosa'	Globe Blue Spruce	5-6' x 3-5'
<i>Juniperus x chinensis</i> 'Spartan'	Spartan Juniper	3-4' x 12-15'
<i>Juniperus scopulorum</i> 'Cologreen'	Cologreen Juniper	6-8' x 12-15'

Deciduous Shrubs		
Botanical Name	Common Name	Mature Width x Height
<i>Cornus stolonifera</i> 'Redtwig'	Red Twig Dogwood	6-10' x 8-10'
<i>Spiraea x bumalda</i> 'Goldflame'	Goldflame Spirea	3-4' x 2-3'
<i>Physocarpus opulifolius</i> 'Summer's Wine'	Summer's Wine Ninebark	3-4' x 5-6'
<i>Rosa x double knockout</i> 'Radtko'	Double Knockout Rose	3-4' x 3-4'
<i>Viburnum trilobum</i> 'Spring Green'	Spring Green Compact Viburnum	3-5' x 2-3'
<i>Prunus x cistena</i>	Purple Leaf Plum	5-6' x 6-8'
<i>Prunus glandulosa</i> 'Rosa'	Pink Flowering Almond	4-5' x 5-6'
<i>Spiraea japonica</i> 'Majic Carpet'	Majic Carpet, Spirea	1-2' x 1-2'
<i>Syringa meyeri palibin</i>	Dwarf Korean Lilac	4-5' x 3-5'

Ornamental Grasses		
Botanical Name	Common Name	Mature Width X Height
<i>Calamagrostis acutiflora</i> 'Karl Foerster'	Feather Reed Grass	1-3' / 2-3'
<i>Bouteloua gracilis</i> 'blond ambition'	Blonde Ambition Grass	2' x 2'
<i>Schizachyrium scoparium</i> 'Blaze'	Little Bluestem Grass 'Blaze'	2-3' x 2-3'

Perennials		
Botanical Name	Common Name	Mature Width x Height
<i>Hemerocallis</i> 'Red Magic'	Red Magic Daylily	18" x 12"
<i>Leucanthemum superbum</i> 'Iacross'	Lacross Shasta Daisy	24 x 24"
<i>Coreopsis</i> 'Moonbeam'	Moonbeam Coreopsis	36" x 24"
<i>Salvia nemorosa</i> 'May Night'	May Night Salvia	24 x 24"

Ground Cover	
Product Name	Size
Arkansas Tan Decorative Rock	1.5" Diameter
Denver Granite Rock	1.5" Diameter
Kentucky Bluegrass Sod	

EXHIBIT C – FINE SCHEDULE

Establishment of Fines, Penalties and Charges

To facilitate compliance, the DRC and Board of Directors has established the following list of Fines, Penalties and Charges applicable to Property Owners whose property or persons (residents, tenants, or guest) are found to be in violation of the Declaration or Design Guidelines at any time.

1st Notice of Violation (Courtesy Notice): Written notice to the Property Owner providing the nature of the alleged violation and request for compliance within thirty (30) days.

2nd Notice of Violation (First Fine): Written notice to the Property Owner that the previously alleged violation has not been corrected, the imposition of a \$50 fine, and a request for compliance within thirty (30) days.

3rd Notice of Violation (Second Fine): Written notice to the Property Owner that the previously alleged violation has not been corrected, the imposition of a \$75 fine, and a request for compliance within thirty (30) days.

4th Notice of Violation (Third Fine): Written notice to the Property Owner that the previously alleged violation has not been corrected, the imposition of a \$100 fine, and a request for compliance within thirty (30) days.

5th Notice of Violation (Continuous Monthly Fine): Written notice to the Property Owner that the previously alleged violation has not been corrected, and imposition of automatically reoccurring \$100 fines every thirty (30) days until the Property Owner has provided verification of correction of the violation to Management.

In accordance with Article 10.3.2 of the Covenants, all fines imposed in accordance with this Fine Schedule shall be considered due and payable within thirty (30) days from the date of each Notice and shall be subject to a \$30 late fee for each subsequent thirty (30) day period in which any portion of the fine remains unpaid; in addition to interest of 18% per annum.