

Vistas at West Mesa Metropolitan District Welcome!

Congratulations on your new home!

We are excited to introduce ourselves at **WSDM Managers**, your Management representatives for the Vistas at West Mesa Metropolitan District. With over 20 years in service to Homeowners' Associations and Metropolitan Districts in the Pikes Peak area, we pride ourselves on providing only the highest level of service to our community clients. We invite you to visit our website at www.wsdistricts.co to learn about the experience and expertise brought by our staff at **WSDM Managers**.

Danielle Daigle-Chavez will serve as your District Manager and is available to answer any questions you may have!

WSDM Managers office: 3204 N.
Academy Blvd. Ste 100
Colorado Springs, CO 80917
Office: (719) 447-1777

Our office is open Monday through Friday from 8:00 am to 5:00 pm, excluding Holidays.

Danielle Daigle-Chavez— Primary contact as
District Manager: (719) 266-3043
danielle.d@wsdistricts.co

Rebecca Harris – President of WSDM, LLC
rebecca.h@wsdistricts.co

The Metropolitan District's primary purpose is to finance the Public Improvements and infrastructure necessary to develop the land and provide specific ongoing maintenance services throughout the financing period.

Your District Manager is responsible for:

- Overseeing the certification and collection of Mill Levy Taxes and fees funding the District
- Managing the issuance and repayment of Public Improvement debt incurred by the District
- Governmental accounting and bookkeeping on behalf of the District
- Fulfilling State, County, and City compliance filing requirements
- Maintaining the District website and posting compliance at <https://wsdistricts.co/projects/vistas-at-west-mesa-metropolitan-district/>
- Facilitating meetings, business, and directives of the District Board of Directors
- Managing Vendor contracts and services as appropriated by the annual Budget
- Managing and maintaining the District Service Area to include the streets, curb and gutter, sidewalks, detention facilities, trails, and public landscaping

- Coordinating landscape maintenance, snow removal, and waste disposal services for District residents
- Enforcing the Covenants, Conditions, Restrictions and Easements of the District

Metropolitan Districts are often confused with Homeowners' Associations,
especially when they provide similar services.

We prefer to be clear right from the start that this is not a Homeowners' Association!

Buying a home is a big deal and understanding what you own can help you get the most out of your property
and your investment.

What is the difference between a Metropolitan District and a Homeowners' Association?

HOA	Metro District
<ul style="list-style-type: none">• Subject to the Colorado Revised Nonprofit Corporation Act (CRNCA) and Colorado Common Interest Ownership Act (CCIOA)• Private Corporation with Owner based membership.• Imposes lien-based Assessments (not tax deductible) to fund specific duties and responsibilities• Funds private property repair, replacement, and maintenance for the benefit of the membership.• May restrict use of private facilities• Typically responsible for private property maintenance, covenant enforcement, and Architectural Requests• May Assign or foreclose on a Lien in pursuit of collection of past due assessments• Board meetings are open to the membership• Duties and powers are established by the Governing Documents – Articles of Incorporation, Declaration of Covenants, Bylaws, Policies, and Rules and Regulations.	<ul style="list-style-type: none">• Subject to Title 32 of the Colorado Revised Statutes (Special District Act)• Quasi-municipal Corporation and Political Subdivision of the State, operating as a form of local government for the Public• Imposes property tax-based Mill Levies and/or fees to fund debt and ongoing maintenance• Finances Public Infrastructure, operations, and maintenance for the benefit of the Owners and the Public.• Must open facilities to the public• Typically responsible for funding repayment of debt and maintenance of public improvements• Collection of fees flow through statutory perpetual liens• Board meetings must be open to the public• Duties and powers are established by the Service Plan and Resolutions of the Board.

Board of Directors

Jeff Powles, President (Term 2027)
Hannah Buzzell, Vice President (Term 2027)
Thomas Pucciano, Treasurer/Secretary (Term 2025)

District Communication

The Development Team and Title Company provide the initial disclosure of the District at the time of closing. Once the home has closed, the District Management Team oversees the day-to-day operations of the District. In accordance with Colorado Law, all District Disclosures are posted to the District website at <https://wsdistricts.co/projects/vistas-at-west-mesa-metropolitan-district/>. We encourage all Owners bookmark the District website and pop in periodically to keep up-to speed on District business and events.

Occasionally, the Management Team may push out important notices or emergency alerts through the Homeowner Portal. These alerts will only be received by those who have enrolled in the Homeowner Portal, provided Management with an email address and mobile phone number, and opted to receive notifications under the My Profile / Communication tab in the Portal. Each Property Owner is responsible for ensuring they remain apprised of District happenings and the notification options have been provided as a courtesy, which all Owners have the right to opt-out of.

2025 District Funding

Operations & Maintenance (General Fund):

Mill Levy: 20 mills
Operations Fee: \$125 per unit / per month

Debt Service (Bond Repayment):

Mill Levy: 50 mills

A full version of the adopted 2024 Budget as filed with the State and can be viewed on the District website.

Operations & Maintenance Fee

The Operations & Maintenance Fee is \$125 per unit, per month. Payment is due on the 1st day of each month. Following a 15-day grace period, unpaid balances will be subject to a \$15 late fee, applied automatically on the 16th day of the month. Interest at a rate of 18% per annum shall be applied to all outstanding Fees.

This Fee may be adjusted annually in conjunction with the adoption of the Annual Budget. Please keep an eye out for notifications from the District regarding fee changes. These notices are generally sent in late November or December each year.

Payments

You have the following options for payments:

- **Bill-Pay:** Through your personal bank, using your bank's Bill-Pay feature, you can set-up automatic payments to be sent directly from your bank to the HOA each month. Please note that most Bill-Pay systems process payment by check sent through the mail. When establishing your payment schedule, please account for potential delays in mail delivery to ensure that payment is not received late. Bill-Pay payments should be made to:

Vistas at West Mesa Metro District
c/o WSDM, LLC
PO Box 93113
Las Vegas, NV 89193-3113

- **Personal Check:** Payments made by personal check should be mailed to the Association's lockbox at the Alliance Association Bank Payment Processing center:

Vistas at West Mesa Metro District
c/o WSDM, LLC
PO Box 93113
Las Vegas, NV 89193-3113

- **Online Payments:** You may enroll in automatic payment processing (ACH) or submit individual payments by visiting the Alliance Association Bank Online Payment Portal at:

<https://pay.allianceassociationbank.com>.

- Alliance Association Bank, the Association's financial institute, ensures same day processing of payments with direct deposit into the Association's Account(s), reducing delays. Credit card payments will be charged a 3% service fee and debt card payments will be charged a flat \$5 service fee per transaction. There is no processing fee when linking the automatic payment system directly to a checking account. Please see the attached informational sheet regarding Online Account Creation and Payments through Alliance Association Bank. The following information can be used to establish your account access:

- **Management Company ID: 9401**
- **Association ID: VWM**
- **Property Account Number:** Contact Management or follow the format below.

VWM(house number)(street abbreviation)

Example: **987 Beckton Heights**
 VWM987BH

- To ensure proper accounting and protection of the Association's fund, WSDM employees may not accept cash or checks made payable to WSDM directly.

Homeowner Portal (CINC - WebAxis)

WSDM has teamed with CINC Software Systems to provide a secure online portal for property owners. This Portal will allow Owners to view District communications, make payments, submit maintenance requests, respond to Covenant violations, and submit Architectural Applications.

To register for access to the Homeowner Portal, please visit <https://wsdm.cincwebaxis.com/> and click the green Sign In button at the top right corner of the screen. Select the option to Create Account and fill in the requested Login Registration information.

- The User Information section should be entered for the person registering. Households with multiple adults are encouraged to register each adult separately to ensure everyone receives any time sensitive announcements in a timely manner.
- The “Receive Correspondence” section should be used to establish your preferences for receipt of communications from the District. It is important to note that keeping district costs down, reduces your fees, therefore, minimizing printing and postage expenses by opting for email correspondence is encouraged.
- The Directory Listing section allows you to opt into the online directory, which can be accessed by other residents for neighborhood communications. This feature and the depth of information shared should be adjusted based on your level of comfort. Residents are encouraged to address privacy concerns by opting out of the directory in full.
- The email address provided will be used for all emailed communications as well as the Online Payment Portal. If you intend to use the Online Payment Portal through Alliance Association Bank, you must register using the same email address for both Portals. Registering for both Portals with the same email address will initiate the single-sign-on feature, which will allow you to make payments through Alliance Association Bank directly through your Homeowner Portal at <https://wsdm.cincwebaxis.com/>.
- Once your registration has been submitted, management will be asked to confirm your account and grant access.
- Once your access is granted, you will receive an email (from donotreply@cincsystems.net) with a link to set your password for your new login ID. Check your Spam folder if you have filters which may prevent this email from reaching your inbox. Access the email and password link to reset your password as soon as possible, as it will expire within 5 days of the date of the email. If you miss the 5-day deadline, return here and click “Forgot Password”. A new password link will be emailed to you, which will also expire within 5 days.

NOTE:

If you have an additional property in the community, once approved and registered for your first property, log into the website, click on the **Account Info** dropdown, choose **My Profile** and scroll to the bottom to **Register an Additional Property**. Once your additional property registration is verified and approved you can toggle

between property information from your **My Profile** page.

Waste & Recycling Collection

Trash and recycling services are provided by HBS Trash Services and funded through the District.

All residents are provided a 96-gallon toter for trash collection.

Recycling is offered as an optional service in an effort to minimize your expenses. If you wish to recycle, please email your District Manager at linnea.m@wsdistricts.co to request delivery of a recycling toter.

Waste collection is scheduled for Wednesday of each week, with recycling collection occurring every other week. We have enclosed the updated 2023 HBS recycling schedule for your reference. Vistas at West Mesa is serviced for recycling on the weeks noted with the green recycling symbol. This recycling calendar is updated annually and placed on the District website for your convenience.

Waste collection trucks will empty bins along Beckton Heights. Bins should be labeled with your address and placed along Beckton at the end of the row your home is located on for collection. Please refer to the enclosed Waste Collection Location Map for further clarification.

Certain holidays and/or weather events may result in a service delay. Please visit <https://hbstrash.com/service-alerts/> for reliable updates and announcements regarding potential delays in collection.

The District is subject to Colorado Springs City Ordinance 19-72, which requires waste bins to be stored out of the reach of wildlife. To meet this requirement and keep the community clean, trash bins must be stored in the closed garage at all times, with the exception of collection day.

Landscape Maintenance

The Developer has contracted with Robertson's Landscape for the initial installation of the landscape in the community. This initial installation will be cared for by Robertson's throughout the landscape warranty period, beyond which, maintenance will be turned over to the District. The District has engaged Brightview Landscape Services for maintenance of the areas, which have currently been turned over to the District.

Snow Removal

The District has engaged Brightview Landscape Maintenance for snow removal services this season. Snow removal services include shoveling of the common walkways and plowing of the street and alley after a threshold of 3" snow accumulation has been met.

It is important to note that the 3" threshold is measured universally across the property and does not take drifts into consideration. Residents are responsible for clearing snow on the common walkways adjacent to their unit for any event resulting in less than 3" snow accumulation.

Covenants / Declaration

In addition to the Service Plan and Resolutions of the Board, all homes within the District are subject to the Declaration of Covenants, Conditions, and Restrictions of Vistas at West Mesa ("Covenants" or "Declaration"). The Covenants establish certain rules and procedures for the community, to which all residents and guests must adhere.

Architectural Improvement Process

The Covenants establish an Architectural Review process, by which an Owner may request authorization to make improvements or alterations to the property. Approval is required for any alteration or improvement – including placement of prominent décor. We strongly recommend that you thoroughly review the Covenants and contact the District Manager with questions prior to considering changes. It may take up to 30 days to receive a response to an Architectural Improvement Application, so we encourage you to plan accordingly. Architectural Improvement Requests may also be submitted online, through your Homeowner Portal. We have enclosed a copy of the Architectural Improvement Application here for your convenience.

Party Walls

Each home within the District is subject to a Party Wall Agreement, which outlines rules and requirements for maintenance and improvements involving the wall(s) shared with your neighbor. We encourage you to read the agreement in full to ensure both you and your neighbor(s) get the peaceful enjoyment that you deserve in your new home.

Leasing

The Declaration prohibits leases for a term shorter than 30 days, prohibiting short-term rentals. If you intend to lease your unit, the lease must be in writing, for a period of 30 days or more, and contain stipulations acknowledging that the tenants must adhere to all provisions of the District. Please note that each Property Owner remains perpetually responsible for the behavior and actions of their tenants and their invitees at all times. We strongly recommend conducting credit and background checks prior to leasing your unit, to help prevent future enforcement action against you as Property Owner for actions by a tenant.

Rules and Regulations

Article 3 of the Covenants specifies certain restrictions intended to ensure the peaceful enjoyment of all Vistas at West Mesa residents. Failure to abide by these restrictions can result in fines to the Property Owner. We encourage you to review this section of the Covenants with all members of your household, frequent guests, and tenants if applicable.

Maintenance & Insurance

The **District** is responsible for general maintenance and carries Property and Liability coverage for the Public Tracts throughout the community. This includes the streets, curb and gutter, sidewalks, detention facilities,

trails, and public landscaping.



WSDM Managers
3204 N. Academy Blvd. Ste.
100 Colorado Springs, CO
80917

Each **Owner** is responsible for all maintenance and insurance on their private Lot. This includes the building's envelope and structure, exterior patio and balcony, and exterior surfaces of the building, in addition to all personal fixtures and property within the home.

Please contact the District Manager with any questions pertaining to these responsibilities.

Enclosures:

Management Business Card
Homeowner Portal Quick Reference Guide
Homeowner App Information
Quantum Fiber Instant WiFi Information
Recycling Calendar & Guidelines
Waste Collection Location Map
Owner Information Form
Architectural Improvement Application
Service Plan
Declaration of Covenants
Design Guidelines

Introducing WSDM

A Homeowner and Board App from WSDM that lets you manage your home needs wherever, whenever.



Homeowner App Features:

- View and update account information
- Make online payments
- View association documents
- Submit architectural requests
- And keep up with news about your community

BONUS! Exclusive Board Member Features:

- Board documents
- Community ACC requests
- Accounts receivables reports
- Community violations



Apple Store



Google Play

Online Account Creation and Payment Quick Reference Guide

To setup an account and/or make an online payment, please have your **Management Company ID**, **Association ID** and **Property Account Number**. These can be found on the coupon, statement or directly from your property management company.

Creating a User Account

To retain payment history and schedule payments, a user account in the online payment system is required.

- 1) Select "Setup Account" under the New Users section on the account login page
- 2) Fill in all required fields including First Name, Last Name, Email, Phone #
- 3) Create a password
- 4) Select your security questions and answers
- 5) Read and accept the website Terms and Conditions and select "Setup Account"

Adding a Property

To add or delete property information and to schedule or make one-time payments from your user account.

- 1) Select "My Properties" from the home page dashboard or Menu dropdown
 - a. Properties can also be added from the Setup Scheduled Payments page by selecting "+ Add a Property" under the Select a Property section
- 2) Fill in the Management Company ID, Association ID and Property Account Number for the property
- 3) Create a nickname for the property (if desired)
- 4) Select "Add Property"

Adding a Payment Method

To add or delete payment information to schedule or make one-time payments from your user account.

- 1) Select "Payment Methods" from the home page dashboard or Menu dropdown
 - a. Payments can also be added from the Setup Scheduled Payments page by selecting "+ Add a Payment Method" under the Select a Payment Method section
- 2) Select Checking or Savings account and fill in the Name, Routing # and Account #
- 3) Select "Add Payment Method"

Setting up a Scheduled Payment

To setup recurring or scheduled payments from your account.

- 1) Select "Setup Scheduled Payments" from the home page dashboard or Menu dropdown
- 2) Select or Add the property you want to schedule a payment for
- 3) Select or Add the payment method to use
 - a. Note: Scheduled payments can only be done via eCheck
- 4) Enter the fixed payment amount
 - a. Note: Please ensure the payment amount is sufficient to keep your property account current
- 5) Select the payment frequency
 - a. Note: Payment frequency options are defined by your property management company
- 6) Select the first scheduled payment date and a scheduled end date (if desired)
 - a. Note: In most cases, payments will process within 1-2 business days of the scheduled payment date but may take up to 4 business days to be completed.
- 7) Select "Review Payment"
- 8) Confirm your payment details are correct and select "Authorize and Submit"
- 9) You can view your most recent paid and next scheduled payment on the home page dashboard
 - a. Note: You will receive email notification upon scheduling a new payment as well as a courtesy reminder 10 days prior to the date of the scheduled payment

Making a One Time Payment

To make a one-time payment from your account.

- 1) Select "Make Payment" from the home page dashboard or Menu dropdown
- 2) Select or Add the property you want to make the one-time payment for
- 3) Select or Add the payment method to use
 - a. Note: One Time payments can only be done via eCheck. To make a credit card payment please follow the Making a Debit or Credit Card Online Payment instructions below
- 4) Enter the desired payment amount
- 5) Select the desired payment date
 - a. Note: Payments must be received by 4:00pm PST to begin processing on the same day as the payment submission. In most cases, payments will process within 1-2 business days of the payment date but may take up to 4 business days to be completed.
- 6) Select "Review Payment"
- 7) Confirm your payment details are correct and select "Authorize and Submit"
- 8) You can view your most recent paid and next scheduled payment on the home page dashboard
 - a. Note: You will receive email notification upon scheduling a new payment as well as a courtesy reminder 10 days prior to the date of the scheduled payment

Making an eCheck Online Payment Without an Account

To make a one-time eCheck payment outside of your account for a property.

- 1) Select "eCheck Payment" under the One Time Payment section on the account login page
- 2) Fill in all required fields including First Name, Last Name and Email
- 3) Fill in the Management Company ID, Association ID and Property Account Number for the property
- 4) Accept the website Terms and Conditions and select "Continue to Payment Information"
- 5) Select Checking or Savings account and fill in the Name, Routing # and Account #
- 6) Enter the desired payment amount
- 7) One-time eCheck payments made outside of your account can only be scheduled for today
 - a. Note: Payments must be received by 4:00pm PST to begin processing on the same day as the payment submission. In most cases, payments will process within 1-2 business days of the payment date but may take up to 4 business days to be completed.
- 8) Select "Review and Finalize Payment"
- 9) Confirm your payment details are correct and select "Authorize and Submit"
 - a. Note: You will receive email notification upon submitting your payment

Making a Debit or Credit Card Online Payment

To make a onetime payment for a property using Visa®, MasterCard®, American Express® or Discover®.

- 1) Select "Debit/Credit Card Payment" under the One Time Payment section on the account login page.
- 2) Confirm notification of third-party processing and associated fees by selecting "Proceed"
- 3) Fill in the Management Company ID, Association ID, Property Account Number and Email to search for the property
- 4) If multiple properties are displayed, select the property to make a payment for
- 5) Fill in required fields including First Name, Last Name, Email and Mobile Phone
- 6) Create a 4-digit pin number and select "Continue"
- 7) Enter Payment Amount and select "+ Add a Payment Method"
- 8) Fill in required fields including Cardholder Name, Card Number, Expiration Date and Zip Code
- 9) Select "Save Payment Method"
- 10) Enter CVV and select "Next – Review Payment"
- 11) Confirm payment total including the associated fees and select "Confirm"
 - a. Note: You will receive email notification upon submitting your payment

For technical assistance with online payments, please contact Alliance Association Bank at (844) 739-2331.

Welcome home to Instant 360 WiFiSM.

**Connect to already-on internet
the moment you move in.**

Binge, stream, game, and chat with
ultra-fast Gigspeed for Instant 360 WiFi.



Help keep your WiFi network secure with built-in, intelligent cybersecurity.



- Choose your network SSID and password.
- Manage guest access and parental controls.
- Block content, ads, or outside devices.

WiFi made just that easy.



- No waiting for equipment or need to install.
- No contract, no credit check, just prepay month-to-month.
- See back to sign up.

Quantum[®]
FIBER

Instant 360 WiFi



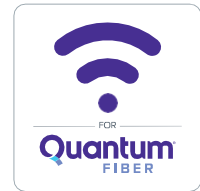
Let's get you signed up.

1. **Sign up at Q.com/instant360wifi**
 - Choose your start date and speed



Scan to sign up

2. **Create your account password** from the welcome email you receive after you sign up.
3. **Get the Quantum Fiber 360 WiFi™ app**
Download the Quantum Fiber 360 WiFi app on a smart device, log in with your account name (email) and password you created in Step 2. Use the app to customize your WiFi and set controls.
4. **Connect your devices** to your WiFi using the network name (SSID) and password you created in step 2.



Q.com/instant360wifi

Account management, FAQs, online chat

If you hit an internet glitch, we can help you find the fix with remote diagnostics and support—often with no tech visit.

For additional support, contact your Quantum Fiber representative:

Fiber Support Team
fibersuccess@lumen.com
833-926-1289



Although our fiber service usually means 100% fiber-optic network to your location, in limited circumstances Quantum Fiber may need to deploy alternative technologies coupled with a non-fiber connection from a certain point (usually the curb) to your location in order to provide the advertised download speeds.

Customer speed experiences will vary, particularly when accessing the Internet wirelessly from various devices. Download/upload speeds are via a wired connection. Internet speeds are not guaranteed due to conditions outside of network control, including customer location, devices, equipment, and access through a wired or wireless connection; see q.com/legal for more information.

Limited availability. Service and rate in select locations only. Offer is available to qualifying customers residing in eligible multi-dwelling units. Month-to-month (referred to as "no contract") service means no term commitment and may be cancelled at any time without an early termination fee but customer must accept Internet Subscriber Agreement prior to using service (see [Q.com/legal](https://q.com/legal)). Quantum Fiber may change, cancel, or substitute offers and services, or vary them by service area, at its sole discretion without notice. Additional restrictions may apply. ©2023 Q Fiber, LLC. All Rights Reserved. Quantum, Quantum Fiber and Quantum Fiber Internet are trademarks of Quantum Wireless LLC and used under license to Q Fiber, LLC.

23FLYC6508



2025 CALENDAR

TRASH TUESDAY & RECYCLE ODD EVERY OTHER WEEK Trash Services Pick up Dates

Trash carts must be out at 7am until 7pm.

01 JANUARY 2025	02 FEBRUARY 2025	03 MARCH 2025	04 APRIL 2025
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05 MAY 2025	06 JUNE 2025	07 JULY 2025	08 AUGUST 2025
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09 SEPTEMBER 2025	10 OCTOBER 2025	11 NOVEMBER 2025	12 DECEMBER 2025
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Highlighted days indicate trash pick up day

Trash pick up will be moved to the following day if pick up day falls on or after a holiday during the week.

 Recycle logo indicates recycle week

- New Year's Day - Jan 1st - Falls on a Wednesday (service starts Thursday)
- Memorial Day - May 26th - Falls on a Monday (service starts Tuesday)
- Independence Day - July 4th - Falls on a Friday (Friday is moved to Saturday)
- Labor Day - Sept 1st - Falls on a Monday service starts Tuesday
- Thanksgiving - Nov 27th - Falls on a Thursday (Thursday is moved to Friday)
- Christmas - Dec 25th - Falls on a Thursday service starts Friday



Colorado owned
and operated.



RECYCLING GUIDELINES

All of the following items can be recycled in your curbside bin!

PAPER



Mixed Paper



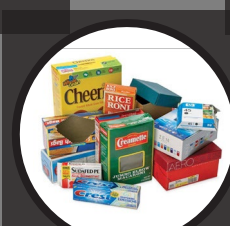
Newspapers
magazines,
and catalogs



Cardboard



Cartons



Paperboard



Phonebooks
and paperback
books

Rigid Plastic
Bottles and Containers

NO PLASTIC BAGS

NO STYROFOAM

NO HARD PLASTIC ITEMS
(toys, PVC pipe, flower pots. etc)



PLASTICS

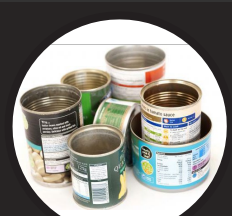
METALS



Aluminum cans,
foil and pie plates



Loose metal jar lids
and bottle caps



Steel cans

PLEASE

- Empty and rinse all containers
- Place recyclables loose and unbagged in your curbside recycling container
- Flatten all cardboard and paperboard boxes
- Place your recycling container 4 feet from parked cars and other obstacles

NO

- GLASS BOTTLES OR JARS
- GARBAGE
- PLASTIC BAGS
- PLASTIC FILM
- STYROFOAM®

RECYCLING GUIDELINES

Please DO NOT place the following products in your curbside recycling container.

NO GLASS BOTTLES OR JARS

Do NOT place glass products in your curbside recycling container. We do not recycle glass in our recycling drop-off center or in your curbside bins at this time.

NO PLASTIC BAGS OR FILM

We cannot accept plastic bags in your curbside recycling bin. Plastic bags can be recycled at most local grocery stores.

NO GARBAGE

NO NON-RECYCLABLE PLASTICS

We accept Plastics #1-7 but there are some plastics that are not recyclable. These products include Styrofoam, hard plastic items including toys, plastic chairs, flower pots, PVC pipes and any other plastic products that are not listed in these guidelines.

NO LIQUIDS OR FOOD RESIDUE

Please completely empty and rinse out all containers before recycling.

NO CERAMICS OR OTHER GLASS PRODUCTS

Do not place glass, ceramics, china, dishes, mirrors, light bulbs, Pyrex, porcelain, or window glass in your curbside recycling container.

NO SCRAP METAL

Do not place scrap metal items of any size in your curbside recycling container.

NO ELECTRONICS

Do not place electronic devices in your curbside recycling container.

NO HAZARDOUS WASTE

We do not accept hazardous waste such as oil-based paint, automotive fluids, car batteries, fertilizers and pesticides. Latex paint recycling locations can be found on PaintCare.org.



UNACCEPTABLE MATERIALS BY LANDFILL FOR ANY TRASH REMOVAL SERVICES.

This includes Bulk Pick up days, Dumpsters, Roll Offs or Resident Totes.

► UNACCEPTABLE MATERIALS INCLUDE, BUT NOT LIMITED TO:

- Hazardous waste
- Dirt
- Industrial waste
- Chemical products
- Oil filters
- Herbicides & pesticides
- Radioactive material
- Solvents
- Other flammable liquids
- Aerosol cans
- Propane tanks
- Motor oil
- Antifreeze
- Appliances
- Tires
- Batteries
- Computers
- Monitors
- Televisions
- Microwaves
- Other electronics
- Fluorescent tubes
- Railroad ties
- Medical waste
- Asbestos
- Animals
- Barrels
- Paint (except completely dried latex paint cans, no liquids)
- Transmission oil / lubricant / hydraulic oil
- Contaminated oils (mixed with solvents)
- Petroleum contaminated lead paint chips
- All liquids

No Hazardous Materials are permitted in our containers and customer shall use the container in compliance with all law. Refer to list above and or any other materials deemed hazardous under 40 CFR.

*261.3. You may be subject to fines based on the quantity, origin and level of contamination of unacceptable materials or other penalties.

Important procedures and guidelines for a successful event

Please note do not fill past the fill line visible inside your roll off.

We will not be able to transport it per DOT regulations.

Our drivers drop off and pick up only.

If we cannot transport, you will have to have another delivered at your expense and transfer contents with your own labor.

It is important that you supervise and don't broadcast your event, as other neighborhoods will utilize your community resource with their trash.



720.547.8600 • hbstrash.com



Colorado owned and operated.

VISTAS AT WEST MESA METROPOLITAN DISTRICT
Property Owner Information Form

Property Address: _____

1st Owner Name: _____

Contact:

Cell Phone: _____ Alternative Phone: _____

Email: _____

2nd Owner Name: _____

Contact:

Cell Phone: _____ Alternative Phone: _____

Email: _____

Additional Owner Names (if applicable): _____

Owner Mailing Address (if different from the property address above):

City: _____ State: _____ Zip: _____

This information will be used to create the Property Owner's Portal, providing access to the Vistas at West Mesa Metropolitan District account information. *The information herein will not be shared with any other person or entity outside of the District's management company. By signing this form, you are agreeing to be enrolled in the District's online Portal system. You will receive an email requesting confirmation of your enrollment and providing instructions for access.*

Signature of Owner: _____ **Date:** _____

Once completed and signed, please return this form to:

WSDM District Managers
3204 N. Academy Blvd. Ste 100
Colorado Springs, CO 80917
Linnea.m@wsdistricts.co

Vistas at West Mesa Metropolitan District Architectural Improvement Application

Property Owner (applicant): _____

Property Address: _____ Zip: _____

Applicant Contact Information:

Day Time Phone: _____ Night Time Phone: _____

Mailing Address (if different than property address): _____

City: _____ State: _____ Zip: _____

Email Address: _____

Contractor Information:

Contractor Name / Company: _____

Contractor Phone: _____ Contractor Email: _____

Project Start Date: ____/____/____ Project End Date: ____/____/____

Proposed Modification (check all that apply and attached additional pages if necessary):

<input type="checkbox"/> Structural Alteration	<input type="checkbox"/> Fencing	<input type="checkbox"/> Roofing
<input type="checkbox"/> Paint	<input type="checkbox"/> Play Equipment	<input type="checkbox"/> Retaining Wall
<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Solar Panels	<input type="checkbox"/> Exterior Modification
<input type="checkbox"/> Landscaping	<input type="checkbox"/> Ornamentation	<input type="checkbox"/> Patio/ Arbor/ Deck
<input type="checkbox"/> Vegetable Garden	<input type="checkbox"/> Shed	<input type="checkbox"/> Other: _____

Description of Modification:

Please attach all of the following information:

- A completed and signed Architectural Improvement Application.
- A detailed description of the project, including; height, width, depth, materials, colors, etc.
- A complete materials list including paint samples and/or stain color.
- A picture, diagram, or drawing of the existing Lot (sketches, clippings, catalog illustrations and other data or links to websites).
- A site plan illustrating the location of the proposed improvement along with the existing home and any other existing improvements on your lot. Site plan must include the dimensions of the proposed improvement and the distance for placement in relation to existing improvements on the Lot.

***Please return your request to:**

Vistas at West Mesa Metropolitan District
c/o WSDM – District Managers
614 N Tejon St
Colorado Springs, CO 80903

Phone: (719) 447-1777

Website:

<https://wsdistricts.co/projects/vistas-at-west-mesa-metropolitan-district/>

Email: heather.s@wsdistricts.co

****For Office/ Committee Use Only:**

Date submission received: ____/____/____ Committee Approval/ Denial Date: ____/____/____

☐ APPROVED ☐ APPROVED W/ STIPULATIONS ☐ DENIED ☐ DENIED – INSUFFICIENT INFORMATION

Stipulations/ Comments/ Suggestions:

Authorized By:

Owner's Acknowledgements:

I understand:

- That no work on this request shall commence until I have received approval of the Architectural Review Committee (ARC).
- Any construction or alteration to the subject property prior to written approval of the ARC is strictly prohibited.
- If I have commenced or completed any construction or alteration to the subject property and any part of this application is disapproved, I may be required to return the subject property to its original condition at my own expense.
- If I fail to adhere to the ARC process and/or fail to satisfactory remedy any deviations from an approved application, and the District incurs any legal fees related to my construction and/or application, I will reimburse the District for all such legal expenses incurred.
- That any approval is contingent upon construction or alterations being completed in a neat and orderly manner.
- It is solely my responsibility to ensure my application and improvements are in full compliance with the Architectural requirements in the Covenants.
- All proposed improvements to the property must comply with city, county, state and local codes. I understand that applications for all required building permits are my responsibility. Nothing herein shall be construed as a waiver of modification of any codes. My signature indicates that these standards are met to the best of my knowledge.
- Any variation from the original application must be resubmitted for approval.
- That if approved, said alteration must be maintained to the standards set forth by the Board and the Covenants.
- This alteration will not detrimentally affect the proper drainage of any common areas or surrounding lots. I will be responsible, at my own expense for correcting any drainage issues that may occur as a result of this work or alteration. Additions or alterations must not affect the grades, swales, and drainage patterns established by Builder, which intends that any water falling on the property surrounding the homes whether from natural precipitation or turf irrigation, will flow positively away from the Residence. I will be responsible, at my own expense, to repair any damage caused to my house or a neighbor's home, resulting from grading modified by this work or alteration.
- That no portion of my proposed work will encroach on the neighboring properties or impede access in, over, or across established easements.

I certify that the above information is an accurate representation of the proposed improvements and that the work will conform to applicable codes, Covenants, and standards. I also certify that the proposed improvement(s) will be completed in accordance with the approved application and District standards. I understand that construction is not to begin until approval has been received from the Architectural Review Committee. The Architectural Review Committee has permission to enter the property to make inspections, as they deem necessary.

Owner/Applicant Signature: _____ **Date:** ____/____/____

Co-Owner/Applicant Signature: _____ **Date:** ____/____/____

Informational Addendum:

REVIEW PROCESS – Your District's Covenants stipulate the amount of time the ARC may take to render a decision. However, the ARC will make every reasonable effort to expedite the review process. Applications will be reviewed during the timeframe for completeness, and the ARC may request additional information to help clarify your proposal.

APPLICATION – The application must be accompanied with necessary documents, photos, drawings, brochures, and any other information pertinent. Property owners must sign the application. A contractor's signatures for property owners will not be accepted. Modifications are not permitted to commence until the modification has been reviewed and approved by the ARC.

NOTIFICATION - Owners will be notified of the ARC's decision in writing, by mail (USPS) or email.

APPEALS – The appeal of a denied application must follow the process and timeframes outlined in the Covenants.

AMENDED AND RESTATED SERVICE PLAN
FOR
VISTAS AT WEST MESA METROPOLITAN DISTRICT
IN THE CITY OF COLORADO SPRINGS, COLORADO

Prepared

by

Lokal Homes
8310 S. Valley Hwy, Suite 115
Englewood, CO 80112

February 14, 2023

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EXHIBIT B	Colorado Springs Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Future Inclusion Area Boundary Map
EXHIBIT D	Summary of Public Improvements to be Financed by the District and Financing Plan
EXHIBITE	Description of Permitted Services to be Provided by the District

I. INTRODUCTION

A. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. As further specified in this Service Plan it is intended that the District will provide and/or finance a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District specifically as set forth in Exhibit D of this Service Plan. Additionally, the District is authorized to provide only those ongoing operations and maintenance functions or services included in Exhibit E of this Service Plan.

B. Need for the District

There are currently no other existing or alternative governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake some or all of the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project or to effectively provide for the ongoing maintenance or operational functions anticipated to be provided by the District. Formation of the District is therefore necessary in order for the Public Improvements required for the Project and/or the operations and maintenance function and services to be provided in the most economic manner possible.

C. Objective of the City Regarding District Service Plan

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements, and to use available revenues or the proceeds of Debt to be issued by the District for these purposes.

All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from taxable property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.B and C and in Exhibit D. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

Use of the proceeds of Debt by this District shall be limited to planning, designing, and engineering and paying for, financing or refinancing costs associated with providing the Public Improvements, necessary to support the Project in a manner consistent with the limitations of the City Charter.

Debt which is issued within these parameters, as further described in the Financing Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Authority: An entity with separate legal powers or authorities, created by intergovernmental agreement (IGA) between or among Districts, or between or among one or more Districts, and another governmental entity.

Basis Point- One hundredth of one percent, used primarily to describe a difference in interest rates, as in the difference between annual interest rates of 2.0% and 2.5% is 50 basis points

Board: the board of directors of one District.

City: The City of Colorado Springs, acting legislatively through its City Council or administratively through its mayor or chief of staff consistent with Colorado Revised Statutes and the City Charter.

City Code: The City Code of the City of Colorado Springs, Colorado.

City Council: The City Council of the City of Colorado Springs, Colorado.

Combination of Districts: Any combination of Metropolitan Districts, BIDs and/or GIDs that overlay each other that are organized by petition of a property developer that are specific to property within a single development project and do not serve any property outside of that project such as regional service district or non-developer controlled existing district.

Commercial District: A District containing property classified for assessment as nonresidential. (NOTE: all districts which include or are expected to include any residential property must be defined as a Residential District and not a Commercial District).

C.R.S: Colorado Revised Statutes

Debt: Any bond, note debenture, contract or other multiple year financial obligation of a District which is payable in whole or in part from, or which constitutes an encumbrance on, the proceeds of ad valorem property tax or End User Debt Service Fee imposed by

the District, or pledged for the purposes of meeting the obligation. (Debt specifically excludes Developer Funding Agreements).

Debt to Actual Market Value Ratio: The ratio derived by dividing the then-outstanding principal amount of all Debt of the District by the actual market valuation of the taxable property of the District, as such actual market valuation is certified from time to time by the County Assessor.

Debt Mill Levy: That portion of the overall mill levy of the District, pledged, dedicated or otherwise used to repay formally issued Debt or Long-Term Financial Obligations.

Developer Board of Directors Members: Elected or appointed District board of directors' members who are, or are related parties to, the original or subsequent developer(s) of a majority of the District property, and who may have a substantial interest in proceeds of District Debt, Developer Advances, or other contractual obligations.

Developer Funding Agreements: Short or long-term obligations of Districts entered into between Districts and developers related to advancement or reimbursement of Public Improvements or operations and maintenance costs. Such agreements may or may not accrue interest, but do not qualify as formally issued Debt as defined under this Policy or under TABOR.

District: Vistas at West Mesa Metropolitan District.

End User: A property owner anticipated to have a long term, multi-year responsibility for the tax and/or fee obligations of a District. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an end user. A master property developer or business entity that constructs homes or commercial structures for occupancy or ownership primarily by third parties, is not an end user.

End User Debt Service Fees: Any fees, rates, tolls, or charges assessed, pledged or otherwise obligated to End Users by a District for the payment of Debt. End User Debt Service Fees do not include public improvement fees (PIFs) or similar fees, when imposed on retail customers and pledged to District Debt.

External Financial Advisor: A consultant that (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer of the District.

Fees: Any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.I and Exhibit E.

Financing Plan: The Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year.

Future Inclusion Area Boundaries: The boundaries of the area described in the Inclusion Area Boundary Map.

Future Inclusion Area Boundary Map: The map attached hereto as Exhibit C-2, describing the property proposed for inclusion within the District.

Index Interest Rate: The AAA 30-year MMD (Municipal Market Data) index interest rate.

Interest Rate: The annual rate of charge applied to District Debt or other District financial obligations.

Initial District Boundaries: The boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: the map attached hereto as Exhibit C-1, describing the District's initial boundaries.

Land Development Entitlement: A City-approved master plan, concept plan or other more detailed land use plan, zoning, or combinations thereof, applicable to a substantial proportion of the property to be included in District(s) and sufficient to support the need for the District(s) along with relevant public improvements financing assumptions and proposed limits.

Limited Service Plan Amendment: Service Plan amendments that address only one or a limited number of specific modifications of this Service plan, while referencing this Service Plan as remaining in force and effect.

Long Term Financial Obligations: Any District financial obligations including but not limited to Debt, Developer Funding Agreements, and applicable contracts, that are regarded as multi-year obligations standard accounting practice.

Material Modification: A major modification of a previously approved Metropolitan District service plan, as defined in Section 32-1-207 (2) (a), C.R.S., along with any other service plan provisions, limits or content specifically identified as material modifications in the service plan or the City's approving resolution. Material modifications include but are not necessarily limited to; all mill levy caps and maximum mill imposition terms, debt authorization limits, any significant additions to the identified and authorized functions or services of the District(s), boundary modifications not authorized by the

service plan or BID or GID ordinances, and any other limits specifically identified in the service plan.

Maximum Debt Mill Levy: The maximum mill levy a District or combination of Districts is permitted to impose upon the taxable property in the District for the payment of Debt as set forth in Section VI.G. below. For the purpose of this Policy, a mill levy certified for contractual obligations is part of the Maximum Debt Mill Levy.

Maximum Debt Mill Levy Imposition Term: The maximum number of years a District is authorized to have a Debt Mill Levy in place, as set forth in Section VI.H. below

Maximum Operating Mill Levy: The maximum mill levy a District or Combination of Districts is permitted to impose for operating and maintenance expenses as set forth in Section **VLK.** and Exhibit E below.

Mill Levy Adjustment: Any statutory, legislative, or constitutional changes that adjust or impact that assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated.

Planning and Community Development Department Director: The Director of the Colorado Springs Planning and Community Development Department or other position which may be established for the purpose of administering this Policy, or their designee.

Privately Placed Debt: Debt that is not marketed to multiple independent accredited investors as defined in Rule 501(a) promulgated under the Securities Act of 1933 by a registered bond underwriter or placed directly with a chartered lending institution or credit union.

Project: the development or property commonly referred to as Vistas at West Mesa of the date of approval of this Service Plan and as proposed by the Land Development Entitlement.

Public Improvements: Any capital or site improvements, (or directly related planning or engineering costs) legally determined to be eligible for ownership, maintenance and/or financing by a District in accordance with the applicable State statutes.

Related Party Privately Placed Debt: Privately Placed Debt that is or will be directly placed with and held by a party related to the issuing District.

Resident Board of Directors Members: Elected or appointed District board of directors' members who are not related parties to the original or subsequent developer(s) of a majority of the District's property, and who do not have a substantial interest in proceeds of District Debt, Developer Advances, or other contractual obligations. In addition to resident homeowners, this definition is intended to include non-resident property owners, including businesses, which are substantially liable for District taxes or fees and who do not have a direct interest in the proceeds of District Debt, Developer Advances, or contractual obligations.

Residential District: Any District including land or improvements assessed for residential purposes by the El Paso County Assessor.

Service Area: The property within the Initial District Boundary Map and the Future Inclusion Area Boundary Map.

Service Plan: The service plan for the District approved by City Council.

Service Plan Amendment: An amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable State law.

Special District Act: Section 32-1-10 I, et. seq., of the Colorado Revised Statutes, as currently written and as may be amended in the future.

Special Improvement District: A district formed by and within a District for the purposes of assessing the cost of specified Public Improvements, as authorized pursuant to Section 32-1-1107.7. C.R.S.

State: The State of Colorado.

Subdistrict: A district established within a Title 32 special district pursuant to C.R.S. § 32-1-1101(1) (t) as may be amended.

TABOR: Article X § 20 of the Colorado Constitution, also known as the Taxpayers Bill of Rights, as its provisions legally pertain to Districts.

Total Debt Issuance Limitation: The maximum total principal amount of debt that may be issued and outstanding by a District, Districts or Combination of Districts at any one time, as established by the City in District Plans. However, in the event a refinancing of previously issued Debt results in an increase in the principal amount directly necessary to refinance that Debt, only the original principal amount of that Debt may be counted for the purpose of this calculation.

III. **BOUNDARIES**

The area of the Initial District Boundaries includes approximately 6.61 acres and the total area proposed to be included in the Future Inclusion Area Boundaries is approximately 0 acres. Legal descriptions of the Initial District Boundaries and the Future Inclusion Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit BA map of the Initial District Boundaries is attached hereto as Exhibit C-1, and a map of the Future Inclusion Area Boundaries is attached hereto as Exhibit C-2. It is anticipated that the District's Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-40 I, et seq., CRS, and Section 32-1-501, et seq., CRS, subject to the limitations set forth in Article V below.

As further addressed in Section 9 of this Service Plan, without prior written consent of the City, no property shall be included in the District if it is not part of either the Initial District Boundaries or the Future Inclusion Area.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 6.61 acres of vacant land. The current assessed valuation of the Service Area is \$100.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financing Plan. The population of the District at build-out is estimated to be approximately 274 people.

Approval of this Service Plan by the City does not guarantee future approval of the development plans within the Service Area as may be identified in this Service Plan or any of the exhibits attached thereto.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment

The District shall have the power and authority to provide or finance the Public Improvements and related operation and maintenance services within and outside of the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements after such dedication, including park and recreation improvements, unless the provision of such ongoing operation and maintenance is specifically identified in Exhibit E attached hereto. In the City's sole discretion, an IGA between the City and the District may be required in order to better describe the conditions under which these permitted services will be provided by the District. If the District is authorized to operate and maintain certain park and recreation improvements set forth in Exhibit E, any fee imposed by the District for access to such park and recreation improvements shall not result in non-District Colorado Springs residents paying a user fee that is greater than, or otherwise disproportionate to, similar Fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with non-District Colorado Springs residents to ensure that such costs are not the responsibility of the District residents. All such Fees shall be based upon the determination of the District imposing such fee that such fee does not exceed a reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public including non-District Colorado Springs residents free of charge, and District facilities shall not be used for non-public purposes without proper remuneration to the District.

2. City Charter Limitations. In accordance with Article 7-100 of the City Charter, the District shall not issue any Debt instrument for any purpose other than construction of capital improvements with a public purpose necessary for development.

This purpose is interpreted to be inclusive of the costs of designing, engineering, and/or financing the Public Improvements as authorized by this Service Plan.

As further set forth in Article 7-100 of the City Charter, the total Debt of any proposed District shall not exceed 10 percent of the total assessed valuation of the taxable property within the District unless approved by at least a two-thirds vote of the entire City Council.

Authority is granted for this District to issue Debt in one or more future phases subject to the limits included in this Service Plan without the requirement for City Council approval at the time of issuance, provided that these issuances are in substantial conformance with the Summary of Public Improvements and Financing Plan included in Exhibit D of this Service Plan, and also provided that this service plan has been approved by a vote of at least two thirds of the entire City Council. The District will be deemed to be in substantial conformance with the Summary of Public Improvements and Financing Plan as long as the Maximum Debt Mill, the Maximum Operations Mill Levy, the Total Debt Issuance Limitation, and the Maximum Debt Mill Levy Imposition Term have not been exceeded, and the District has not financed any type of improvements that are not authorized under this Service Plan.

3. Use of Bond Proceeds and Other Revenue of the District Limitation. Proceeds from the sale of debt instruments and other revenue of the District may not be used to pay landowners within the District for any real property required to be dedicated for public use by annexation agreements or City Code. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for required stormwater facilities, parkland, or open space, unless consent from the City Council is given. Proceeds from the sale of debt instruments and other revenue of the District also may not be used to pay for the construction of any utility infrastructure except for those categories of utility infrastructure covered by utility tariffs, rules, and regulations..

4. Recovery Agreement Limitation. Should the District construct infrastructure subject to a recovery agreement with the City or other entity, the District may retain all benefits under the recovery agreement. Any subsequent reimbursement for public improvements installed or financed by the District will remain the property of the District to be applied toward repayment of their Debt, if any. Any reimbursement revenue not necessary to repay the District Debt may be utilized by the District to construct additional public improvements permitted under the approved Service Plan.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Developer Funding Agreement Limitation. District Developer Funding Agreements shall be limited to a term of no greater than twenty (20) years, after which time any remaining balances must be either converted to Debt or shall no longer be considered an

obligation of the District. Additionally, the interest rate for Developer Funding Agreements shall not exceed the Index Rate by more than 400 Basis Points for the year the Interest Rate is being applied, and interest shall not compound.

7. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt for capital related costs, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), CRS) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

8. Related Party Privately Placed Debt Limitation

Privately Placed Debt in V.A.7 above, the interest rate for Related Party Privately Placed Debt shall not exceed the Index Rate by more than 400 Basis Points at the time of issuance, Related Party Privately Placed Debt shall be issued subject to an optional call date of no more than five (5) years from the original date of issuance, at which time the board(s) of any District(s) obligated for repayment of the Related Party Privately Placed Debt shall be notified of the options for refinancing.

9. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City Council.

10. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

11. Initial Debt Limitation. On or before the date on which there is a Land Development Entitlement, the District shall not (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Fees used for the purpose of repayment of Debt.

12. Council Debt Authorization Limitation. The Debt by this District shall be subject to the approval of the City Council concurrent with the time of issuance unless previously authorized subject to Section V.A.2. City Council's review of these proposed Debt

instruments shall be conducted to ensure compliance with the Service Plan and all applicable laws.

13. Total Debt Issuance Limitation. Consistent with the information and analysis provide in Exhibit D the District shall not issue Debt in an aggregate principal amount in excess of \$4,500,000, provided that the foregoing shall not include any increase in the principal amount of previously issued Debt directly associated with its refunding or refinancing.

14. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for any authorized administrative, operations or maintenance functions. However, no End User Debt Service Fees shall be imposed by the District.

15. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

No District will be allowed to impose a sales tax.

17. Consolidation Limitation. The District shall not file a request with any court to consolidate with another Title 32 district without the prior written consent of the City.

18. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, CRS. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or, for Residential Districts, the Maximum Debt Mill Levy Imposition Term, shall be deemed a Material Modification of this Service Plan pursuant to Section 32-1-207, CRS and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

19. Eminent Domain Powers Limitation. The District shall not exercise the power of eminent domain or dominant eminent domain, except upon the prior written consent of the City.

20. Concealed Carry Prohibition. The District shall not adopt or enact an ordinance, resolution, rule, or other regulation that prohibits or restricts an authorized permittee from carrying a concealed handgun in a building or specific area under the direct control or management of the District as provided in C.R.S. § 18-12-214.

21. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. While the assumptions upon which this Service Plan are generally based are reflective of a Land Development Entitlement for the property within the District, the cost estimates and Financing Plan are sufficiently flexible to enable the District to provide necessary services and facilities without the need to amend this Service Plan as development plans change. Modification of the general types of services and facilities, and changes in proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current Land Development Entitlements for the property. Actions of the District which violate the limitations set forth in V.A.1-20 above or in V.B-L shall be deemed to be Material Modifications this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Plan for Public Improvements

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and outside the boundaries of the District, to be more specifically defined in a Land Development Entitlement. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained, or financed was prepared based upon a preliminary engineering survey and estimates derived from the Land Development Entitlement on the property in the Service Area and is approximately \$3,100,000 and is further described in the Summary of Public Improvements included in Exhibit D.

The summary of Public Improvements shall include an estimate by category, of the quantities and projected costs of all Public Improvements potentially eligible for District cost reimbursement or financing by the District.

The location and anticipated phasing of major Public Improvements should also be depicted on a map of the Service Area. Cost estimates may allow for reasonable contingencies and for projected inflation to then-current dollars expected at the projected time(s), of the issuance of Debt and construction.

All of the Public Improvements described herein will be designed in such a way as to assure that their standards will be compatible with those of the City and shall be in accordance with the requirements of the Land Development Entitlement, subsequent City

approvals, City Code or other applicable regulations and criteria. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the City's requirements, and construction scheduling may require.

C. Financing Plan

The Financing Plan for the District shall be included in Exhibit D and shall be provided in a form that projects the anticipated amount(s) and timing of issuance of Debt through the life of District based on projected development or redevelopment absorption and projected available District revenues as constrained by Service Plan limits including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Term for Residential Districts.

The projected costs from the Summary of Public Improvements and the Financing Plan shall provide the basis for the Total Debt Issuance Limitation in Section V.A.13.

D. Maximum Interest Rate

The Interest Rate on any Debt is expected to be at or below the market rate at the time the Debt is issued. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

E. Limited-Default Provisions

Debt issued by a District shall be structured so that failure to pay debt service when due shall not of itself constitute an event of default or result in the exercise of remedies. The foregoing shall not be construed to prohibit events of default and remedies for other occurrences including, without limitation, (1) failure to impose or collect the Maximum Debt Mill Levy or such portion thereof as may be pledged thereto, or to apply the same in accordance with the terms of the Debt, (2) failure to impose or collect other revenue sources lawfully pledged to the payment thereof or to apply the same in accordance with the terms of the Debt, (3) failure to abide by other covenants made in connection with such Debt, or (4) filing by a District as a debtor under any bankruptcy or other applicable insolvency laws. Notwithstanding the foregoing, Debt will not be structured with a remedy which requires the District to increase the Maximum Debt Mill Levy in any District or, in Residential Districts, the Maximum Debt Mill Levy Imposition Term.

F. Eligible Bondholders

All District bonds or other debt instrument, if not rated as investment grade, must be issued in minimum denominations of \$100,000 and sold only to either accredited investors as defined in rule 501 (a) promulgated under the Securities Act of 1933 or to the developer(s) of property within the District.

G. Maximum Debt Mill Levy

The "Maximum Debt Mill Levy" is the maximum mill levy a District is permitted to impose upon the taxable property of the District for payment of Debt, and shall be determined as follows:

I. For this District and any overlapping Combinations of Districts, the Maximum Debt Mill Levy shall be calculated as follows:

(a) The Maximum Debt Mill Levy certified for any District or Combination of Districts shall be limited to no more than 50.0 mills. This levy may be subject to upward or downward adjustments addressing any Mill Levy Adjustment, constitutionally mandated change in assessment ratios, tax credit, cut or any abatement occurring after, but not before August 9, 2022.

(b) At such time as the Debt to Actual Market Value Ratio within the District is equal to or less than three percent (3%), the Board may request City Council approval for the right to pledge such mill levy as is necessary to pay the Debt service on such Debt, without limitation of rate. At the time of such request, a majority of the members of the Board must consist of Resident Board of Directors Members. Once Debt has been determined to meet the above criterion, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to Actual Market Value Ratio.

H. Maximum Operating Mill Levy

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. Additionally, the District may also require ongoing revenues for the maintenance of properties or facilities and, for ongoing services and functions as authorized in Exhibit E. The first year's operating budget is estimated to be \$50,000 which is anticipated to be derived from property taxes and other revenue which may include Developer Advances.

The Maximum Operating Mill Levy for the payment of Residential District administrative, operating or maintenance expenses shall be 20 mills; provided this levy may be subject to upward or downward adjustments addressing any Mill Levy Adjustment or any abatement occurring after, but not before August 9, 2022

I. Maximum Overlapping Mill Levies for a Combination of Districts

Neither the Maximum Debt Mill Levy nor the Maximum Operating Mill Levy shall be exceeded in the aggregate by any Combination of Districts except as expressly approved by City Council

based on unique or special circumstances or if one or more of the Combination of Districts or another overlapping District has been ordered by a court having jurisdiction to impose a specified mill levy in order to satisfy a judgement or bankruptcy plan.

J. Maximum Debt Mill Levy Imposition Tenn

Residential Districts shall not impose a Debt Service mill levy which exceeds 40 years after the year of the initial imposition of such Debt Mill Levy unless (I) a majority of the Board of Directors of the District imposing the mill levy are Resident Board of Directors Members , and (2) such Board has voted in favor of issuing Debt with a term which requires or contemplates the imposition of a Debt service mill levy for a longer period of time than the limitation contained herein. There shall be no Maximum Debt Mill Levy Imposition Term in Commercial Districts.

K. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons including, but not limited to, a developer of property within the boundaries of the District.

L. Security for Debt

No Debt or other financial obligation of any District will constitute a debt or obligation of the City in any manner. The faith and credit of the City will not be pledged for the repayment of any Debt or other financial obligation of any District. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by any District.

M. Developer Financial Assurances

The mere existence of the District will not be considered a substitute for financial assurances required under applicable City land use ordinances and regulations.

VI. ANNUAL REPORT

A. General

Consistent with Section 32-1-207 (II), C.R.S. each District shall be responsible for submitting an annual report to the City Clerk no later than October 1 of each year following the year in which the Order and Decree creating the District has been issued. The District may cooperate with other related Districts in the creation and submittal of the report, provided the presentation of information in the report clearly identifies the applicable information pertaining to this District. The report may be submitted in electronic format as long as it and its associated documents are also available on the District's website.

B. Additional City Annual Report Requirements.

In addition to the annual report requirements as required by Colorado Revised Statutes, the City may adopt additional requirements by separate Council resolution, with such requirements being binding upon this District

VII. DISTRICT WEBSITES

The District shall require to establish and maintain a website consistent with provisions Section 32-1-104.5 C.R.S., as currently drafted or amended in the future. In addition to the requirements as set forth by statute, the applicable contents of this site shall be in place and available prior to property being sold or conveyed to an End User.

To the extent not already required by Colorado Revised Statutes, the City additionally requires the following information:

- a. Copy of the District's most recent service plan, operating plan and budget, along with a brief and clear description of their role and purpose.
- b. Board members should be distinguished as either Developer or Resident Board Members.
- c. A summary of the existing and potential future primary functions and services of the District.
 1. It is recommended, but not required that the District's website include a clear listing or graphic depiction of any facilities or properties owned or maintained by the District(s).
- d. Clear and simple summary of the existing and projected financial obligations of District tax and/or fee payers to include:
 1. Existing or future mill levies, their purposes, how long they are expected to be in place, and likelihood of increases or decreases.
 - ii. Summary of outstanding long term financial obligations of the District including Debt and Developer Advances with terms and interest rates
 111. Statement as to whether additional Long-Term Financial Obligations are, are not or may be anticipated by the District.
- e. Copies of or links to all current intergovernmental agreements (IGAs).

VIII. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls, and charges.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to the C.R.S.

X. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S. along with additional information as may have been provided with the petition for this Service Plan establishes that:

- I. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(I), C.R.S.
7. The proposal is in substantial compliance with the Comprehensive Plan adopted pursuant to the City Code.
8. The proposal is in compliance with any duly adopted City, regional or State long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

PARCEL DESCRIPTION

THAT PORTION OF THE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED SEPTEMBER 16, 1981 IN BOOK 3481 AT PAGE 415 LYING NORTH OF FILLMORE STREET AS DESCRIBED IN QUIT-CLAIM DEED RECORDED NOVEMBER 14, 1961 IN BOOK 1889 AT PAGE 476 AND EAST OF CENTENNIAL BOULEVARD AS DESCRIBED IN WARRANTY DEED RECORDED MAY 29, 1987 IN BOOK 5373 AT PAGE 77, LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., CITY OF COLORADO SPRINGS, EL PASO COUNTY, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, BEARING NORTH 88°54'00" EAST, AS MONUMENTED BY THE WEST END, BY 3-1/2" ALUMINUM CAP 4" ABOVE GROUND W/CAP STAMPED "PLS 22577", AND BY THE EAST END, BY 3-1/2" ALUMINUM CAP STAMPED "PE-LS 9853".

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER, SECTION 36;

THENCE NORTH 88°54'00" EAST A DISTANCE OF 582.04 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°54'00" EAST, A DISTANCE OF 711.66 FEET;

THENCE NORTH 88°54'42" EAST, A DISTANCE OF 300.61 FEET;

THENCE SOUTH 01°06'19" EAST, A DISTANCE OF 116.16 FEET;

THENCE SOUTH 30°32'20" WEST, A DISTANCE OF 297.96 FEET;

THENCE NORTH 64°15'42" WEST, A DISTANCE OF 194.02 FEET;

THENCE SOUTH 88°54'00" WEST, A DISTANCE OF 688.92 FEET;

THENCE NORTH 01°05'06" WEST, A DISTANCE OF 33.67 FEET;

THENCE NORTH 00°49'27" EAST, A DISTANCE OF 180.10 FEET;

THENCE NORTH 01°05'06" WEST, A DISTANCE OF 68.54 FEET
TO THE **POINT OF BEGINNING**

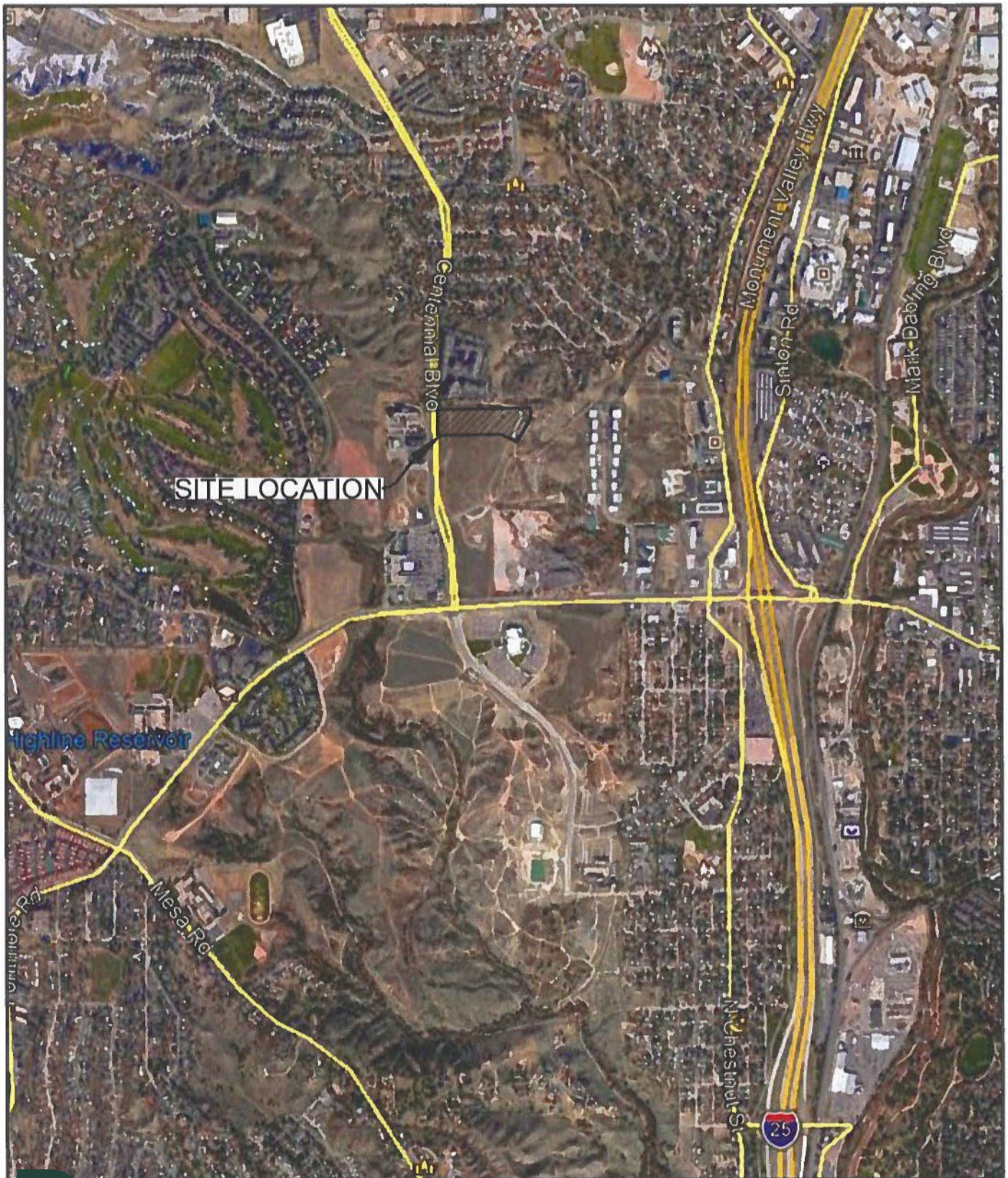
CONTAINING 287883 SQ.FT., OR 6.61 ACRES MORE OR LESS.

PREPARED BY:

BRIAN S. SOCIA, PLS
FOR AND ON BEHALF OF BOWMAN
1526 COLE BLVD, SUITE 100
LAKEWOOD, CO 80401

EXHIBIT B

Colorado Springs Vicinity Map



Bowman



EXHIBIT B

VICINITY MAP

-----4

1526 Cole Blvd, Suite 100
Lakewood, CO 80401

Phone: (303) 801-2900
www.bowmanconsulting.com

SUBJECT PROPERTY
EL PASO COUNTY, COLORADO

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Cod me nome V-1020444 - Lokol Homes\020444-01-001 (SUR) - Cenlenn,ol Towns\Survey\Work,ng\020444-01-001 IAC MAP BNOY.dwg

EXHIBIT C-1

Initial District Boundary Map

POINT OF COMMENCEMENT
NW COR. SEC. 36 T13S R67W
FOUND 3-1/2" ALUM. CAP 4" ABOVE GROUND
"PLS 22577"

LOT 1
ANDOVER SUBDIVISION
REC. NO. 96011494

LOT 106
HOLLAND PARK WEST SUBDIVISION
FILING NO. 2
REC. NO. 431813

W 1/16 COR. SEC. 25/36 T13S R67W
FOUND 3-1/2" ALUM. CAP FLUSH WITH GROUND
"PE-LS 9853"

POINT OF
BEGINNING

BASIS OF BEARINGS
NORTH LINE OF NW 1/4 OF NW 1/4 SEC. 36

582.04' --

N01°05'06"W
68.54'

N88°54'00"E 711.66'

N88°53'41"E 300.61'

S01°06'19"E
116.16'

SUBJECT PROPERTY

VACANT LAND - NO EXISTING BUILDINGS
NO ADDRESS LISTED
PARCEL CONTAINS
287,883 SQ. FT. OR 6.61 AC±

N00°49'27"E
180.10'

N01°05'05"W
33.67'

S88°54'00"W 688.92'

N64°15'42"W 194.02'

S30°32'20"W 297.96'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- FOUND SECTION CORNER (AS NOTED)

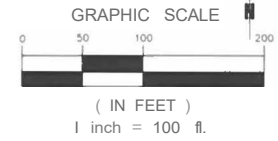


EXHIBIT C-1
PROPERTY
QUARTER OF SECTION 36,
T13S, R67W 6TH P.M.

EL PASO COUNTY

© 2021 Brennan Consulting Group, Ltd.
1378 Cole Blvd., Suite 100
Arlene, CO 80541
Phone: 303.861.2500
www.brennanconsulting.com

DESIGN: DRAMILL
DWG: K.A.A. B.S.S.G.
SCALE: H 1" = 100'
V 1" = 200'
JOB NO.: 2044-4416d
DATE: 01/11/2021
C0-03"

EXHIBIT C-2

Future Inclusion Area Boundary Map

NOT APPLICABLE

EXHIBIT D

Summary of Public Improvements to be Financed by the District and Financing Plan

DATE: July 17, 2021
KJWamended

	\$2,224,237.50
20% Contingency	\$444,847.50
Total Improvements	\$2,669,085.00
15% Engineering, Construction Management, etc.	\$400,362.75
Grand Total	\$69,447.75

VISTAS AT WEST MESA

CITY OF COLORADO SPRINGS, COLORADO

PUD DEVELOPMENT PLAN

MINOR AMENDMENT



N.L.L.
114 3/16/11 11:11 AM
114 3/16/11 11:11 AM

Thru the road
to the left

VISTAS AT
WEST MESA

PJO
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MINOR AMENDMENT
114 3/16/11 11:11 AM

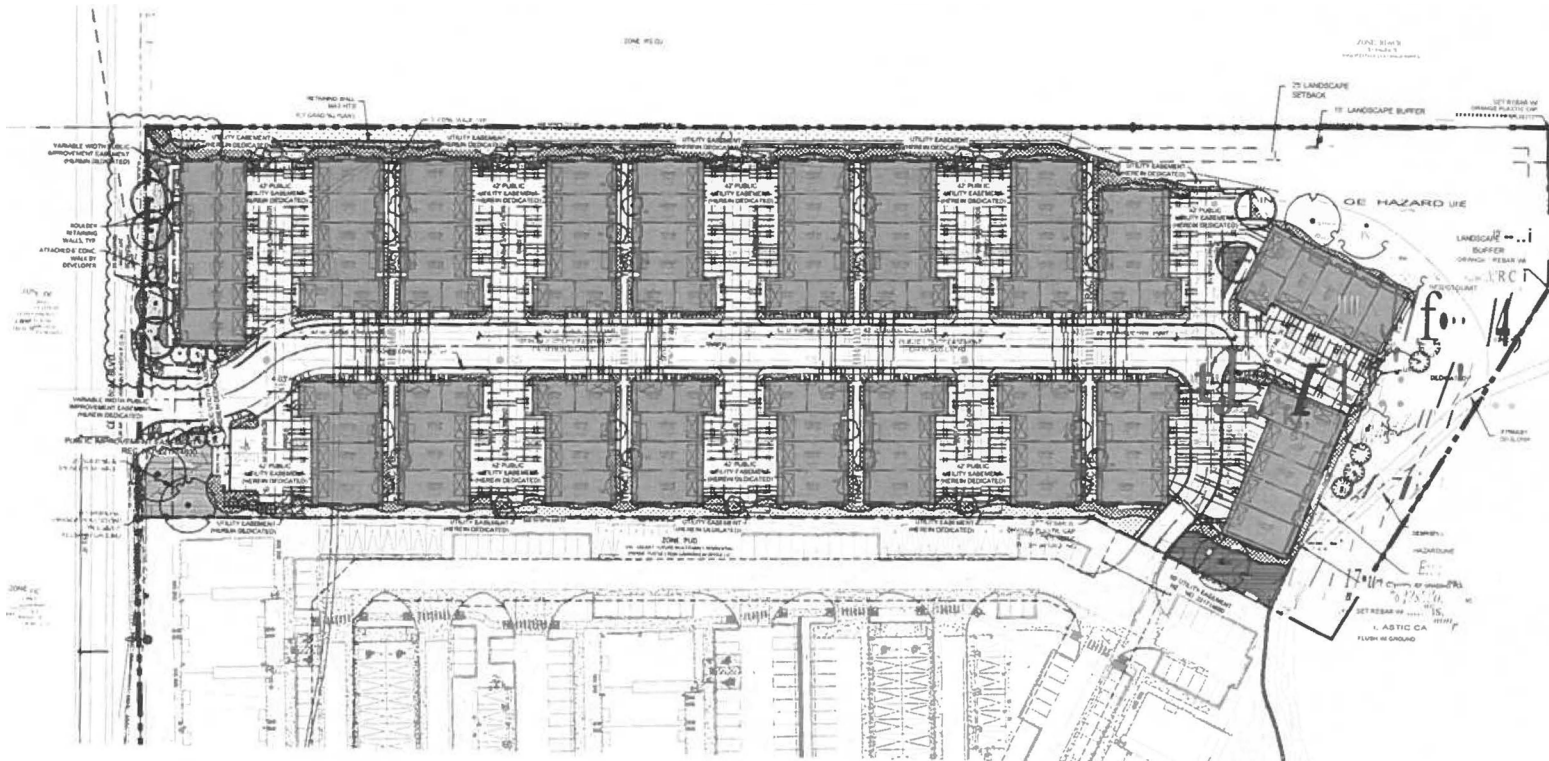
INTITLEMENT

PA(UMINAAT
LANDSCAPE PLAN

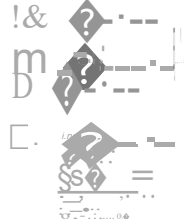
6

6 10

11-00237



GROUND COVER LEGEND



D

SECTION 2: NATIVE
Grass 20%
Gravel 20%
Asphalt 20%
Concrete 20%
Grass 20%
Gravel 20%
Asphalt 20%
Concrete 20%

15827PM
Petel/Laige

SEESHEET 10 OF 10
11-00237

VISTAS AT WEST MESA

CITY OF COLORADO SPRINGS, COLORADO

PUD DEVELOPMENT PLAN

MINOR AMENDMENT

WATER LINE
SANITARY SEWER LINE
STORM SEIM:R LINE



Plan
6N...
1...6...J...W...U...
11 PL...451
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VISTAS AT
WEST MESA

*UO
DEVELOPMENT PLAN
MINOR AMENDMENT
CICHTH...C



Large User Preview
Approved
06/28/2022
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DEVUOPMENT inLAN

Vistas at West Mesa Metropolitan District
El Paso County, Colorado

Senior Cash Flow Bonds, Series 2022
Senior Cash Flow Bonds, Series 2023(3)

Service Plan

Bond Assumptions	Series 2022	Series 2023(3)	Total
Closing Date	5/12/2022	6/1/2023	
First Call Date	6/1/2027	6/1/2028	
Final Maturity	12/1/2051	12/1/2053	
Discharge Date	12/2/2062	12/2/2062	
Sources of Funds			
Par Amount	1,384,000	1,150,000	
<u>Total</u>	<u>1,384,000</u>	<u>1,150,000</u>	
Uses of Funds			
Project Fund Infrastructure Reimbursement	1,134,000	1,120,000	1,134,000
Refunding Escrow	0	0	
Reserve Fund	0	0	
Cost of Issuance	250,000	30,000	
<u>Total</u>	<u>1,384,000</u>	<u>1,150,000</u>	
Debt Features			
Projected Coverage at Mill Levy Cap	1.00x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Interest Payment Type	Cash Flow	Cash Flow	
Rating	Non-Rated	Non-Rated	
Coupon (Interest Rate)	6.750%	5.000%	
Annual Trustee Fee	\$3,500	\$3,500	
Biennial Reassessment			
Residential	6.00%	6.00%	
Tax Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
Single Family Current Rate	7.15%		
Debt Service Mills ¹			
Service Plan Mill Levy Cap	50.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	1.50%		

1. 33.398 mills pledged to Series 2022, 16.602 mills pledged to series 2023(3) for a total of 50 mills pledge to debt

Vistas at West Mesa Metropolitan District
Development Summary

Statutory Actual Value (2022)	Residential					Total
	Henery(A)	Oliver(B)	Taylor(C)	Clartc(D)	Baxter (E)	
	\$466,990	\$509,990	\$539,990	\$419,990	\$439,990	
2021						
2022		1				3
2023	4	3	5	4	4	20
2024	7	16	8	8	8	47
2025	8	9	6	6	6	35
2026						
2027						
2028						
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2062						
Total Units	20	29	20	18	18	105
Total Statutory Actual Value	\$9,339,800	\$14,789,710	\$10,799,800	\$7,559,820	\$7,919,820	\$50,408,950

**Vistas at West Mesa Metropolitan District
Assessed Value**

	Vacant and Improved Land ¹		Residential - Single Family					Total
	Cumulative Statutory Actual Value	Assessed Value 1n Collection Year 2 Year Lag 29.00%	Residential Units Delivered	81 Annual Reassessment 6.00%	Cumulative Statutory Actual Value	Assessment Rate	Assessed Value 1n Collection Year 2 Year Lag	Assessed Value 1n Collection Year 2 Year Lag
2021	437,586	0	.	.	0	7.150%	0	0
2022	1,231,414	0	3	.	1,516,970	7.150%	0	0
2023	2,487,548	126,900	20	.	11,245,526	6.950%	0	126,900
2024	1,769,150	357,110	47	674,732	35,462,980	6.765%	102,623	459,733
2025	0	721,389	35	.	53,212,374	7.150%	804,055	1,525,444
2026	0	513,054	.	3,192,742	56,405,116	7.150%	2,535,603	3,048,657
2027	0	0	.	.	56,405,116	7.150%	3,804,685	3,804,685
2028	0	0	.	3,384,307	59,789,423	7.150%	4,032,966	4,032,966
2029	0	0	.	.	59,789,423	7.150%	4,032,966	4,032,966
2030	0	0	.	3,587,365	63,376,789	7.150%	4,274,944	4,274,944
2031	0	0	.	.	63,376,789	7.150%	4,274,944	4,274,944
2032	0	0	.	3,802,607	67,179,396	7.150%	4,531,440	4,531,440
2033	0	0	.	.	67,179,396	7.150%	4,531,440	4,531,440
2034	0	0	.	4,030,764	71,210,160	7.150%	4,803,327	4,803,327
2035	0	0	.	.	71,210,160	7.150%	4,803,327	4,803,327
2036	0	0	.	4,272,610	75,482,769	7.150%	5,091,526	5,091,526
2037	0	0	.	.	75,482,769	7.150%	5,091,526	5,091,526
2038	0	0	.	4,528,966	80,011,735	7.150%	5,397,018	5,397,018
2039	0	0	.	.	80,011,735	7.150%	5,397,018	5,397,018
2040	0	0	.	4,800,704	84,812,439	7.150%	5,720,839	5,720,839
2041	0	0	.	.	84,812,439	7.150%	5,720,839	5,720,839
2042	0	0	.	5,088,746	89,901,186	7.150%	6,064,089	6,064,089
2043	0	0	.	.	89,901,186	7.150%	6,064,089	6,064,089
2044	0	0	.	5,394,071	95,295,257	7.150%	6,427,935	6,427,935
2045	0	0	.	.	95,295,257	7.150%	6,427,935	6,427,935
2046	0	0	.	5,717,715	101,012,972	7.150%	6,813,611	6,813,611
2047	0	0	.	.	101,012,972	7.150%	6,813,611	6,813,611
2048	0	0	.	6,060,778	107,073,751	7.150%	7,222,428	7,222,428
2049	0	0	.	.	107,073,751	7.150%	7,222,428	7,222,428
2050	0	0	.	6,424,425	113,498,176	7.150%	7,655,773	7,655,773
2051	0	0	.	.	113,498,176	7.150%	7,655,773	7,655,773
2052	0	0	.	6,809,891	120,308,066	7.150%	8,115,120	8,115,120
2053	0	0	.	.	120,308,066	7.150%	8,115,120	8,115,120
2054	0	0	.	7,218,484	127,526,550	7.150%	8,602,027	8,602,027
2055	0	0	.	.	127,526,550	7.150%	8,602,027	8,602,027
2056	0	0	.	7,651,593	135,178,143	7.150%	9,118,148	9,118,148
2057	0	0	.	.	135,178,143	7.150%	9,118,148	9,118,148
2058	0	0	.	8,110,689	143,288,832	7.150%	9,665,237	9,665,237
2059	0	0	.	.	143,288,832	7.150%	9,665,237	9,665,237
2060	0	0	.	8,597,330	151,886,162	7.150%	10,245,151	10,245,151
2061	0	0	.	.	151,886,162	7.150%	10,245,151	10,245,151
2062	0	0	.	9,113,170	160,999,332	7.150%	10,859,861	10,859,861
Total			105	108,461,689				

1. Vacant land value calculated m year prior to construction as 10% build-out market value

Vistas at West Mesa Metropolitan District
Combined Revenue¹

	Total Assessed Value 1n Collection Year	Combined Mill Levy Revenue			Expense		Total Combined Revenue Available for Debt
		Combined Mill Lev Y 50 000Cap 50 000 Target	Combined Mill Levy Collections 99 50%	Specific Ownership Taxes 600%	County Treasurer Fee 1.50%	Annual Trustee Fee	
2021	0	0.000	0	0	0	0	0
2022	0	30.000	0	0	0	0	0
2023	126,900	33.398	4,238	253	(64)	0	4,428
2024	459,733	50.000	22,987	1,372	(345)	(7,000)	24,014
2025	1,525,444	50.000	76,272	4,553	(1,144)	(7,000)	79,682
2026	3,048,657	50.000	152,433	9,100	(2,286)	(7,000)	159,247
2027	3,804,685	50.000	190,234	11,357	(2,854)	(7,000)	198,738
2028	4,032,966	50.000	201,648	12,038	(3,025)	(7,000)	210,662
2029	4,032,966	50.000	201,648	12,038	(3,025)	(7,000)	210,662
2030	4,274,944	50.000	213,747	12,761	(3,206)	(7,000)	223,302
2031	4,274,944	50.000	213,747	12,761	(3,206)	(7,000)	223,302
2032	4,531,440	50.000	226,572	13,526	(3,399)	(7,000)	236,700
2033	4,531,440	50.000	226,572	13,526	(3,399)	(7,000)	236,700
2034	4,803,327	50.000	240,166	14,338	(3,602)	(7,000)	250,902
2035	4,803,327	50.000	240,166	14,338	(3,602)	(7,000)	250,902
2036	5,091,526	50.000	254,576	15,198	(3,819)	(7,000)	265,956
2037	5,091,526	50.000	254,576	15,198	(3,819)	(7,000)	265,956
2038	5,397,018	50.000	269,851	16,110	(4,048)	(7,000)	281,913
2039	5,397,018	50.000	269,851	16,110	(4,048)	(7,000)	281,913
2040	5,720,839	50.000	286,042	17,077	(4,291)	(7,000)	298,828
2041	5,720,839	50.000	286,042	17,077	(4,291)	(7,000)	298,828
2042	6,064,089	50.000	303,204	18,101	(4,548)	(7,000)	316,758
2043	6,064,089	50.000	303,204	18,101	(4,548)	(7,000)	316,758
2044	6,427,935	50.000	321,397	19,187	(4,821)	(7,000)	335,763
2045	6,427,935	50.000	321,397	19,187	(4,821)	(3,500)	335,763
2046	6,813,611	50.000	340,681	20,339	(5,110)	(3,500)	355,909
2047	6,813,611	50.000	340,681	20,339	(5,110)	(3,500)	355,909
2048	7,222,428	50.000	361,121	21,559	(5,417)	(3,500)	377,264
2049	7,222,428	50.000	361,121	21,559	(5,417)	(3,500)	377,264
2050	7,655,773	50.000	382,789	22,852	(5,742)	(3,500)	399,899
2051	7,655,773	50.000	382,789	22,852	(5,742)	(3,500)	399,899
2052	8,115,120	50.000	405,756	24,224	(6,086)	(3,500)	423,893
2053	8,115,120	50.000	405,756	24,224	(6,086)	(3,500)	423,893
2054	8,602,027	50.000	430,101	25,677	(6,452)	0	449,327
2055	8,602,027	50.000	430,101	25,677	(6,452)	0	449,327
2056	9,118,148	50.000	455,907	27,218	(6,839)	0	476,286
2057	9,118,148	50.000	455,907	27,218	(6,839)	0	476,286
2058	9,665,237	50.000	483,262	28,851	(7,249)	0	504,864
2059	9,665,237	50.000	483,262	28,851	(7,249)	0	504,864
2060	10,245,151	50.000	512,258	30,582	(7,684)	0	535,155
2061	10,245,151	50.000	512,258	30,582	(7,684)	0	535,155
2062	10,859,861	50.000	542,993	32,417	(8,145)	0	567,265
Total			12,367,315	738,329	(185,510)	(178,500)	12,920,134

1. Combined mill levy revenue from the total 50 mills

Vistas at West Mesa Metropolitan District
Revenue- Series 2022

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy' 50 000 Cap 33 398 Target	Debt Mill Levy Collections 9950%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee'	Revenue Available for Debt Service
2021	0	0 000	0	0	0	0	0
2022	0	30 000	0	0	0	0	0
2023	126,900	33,398	4,217	253	(63)	0	4,407
2024	459,733	33,398	15,277	917	(229)	(3,500)	12,465
2025	1,525,444	33,398	50,692	3,042	(760)	(3,500)	49,473
2026	3,048,657	33,398	101,310	6,079	(1,520)	(3,500)	102,369
2027	3,804,685	33,398	126,434	7,586	(1,897)	(3,500)	128,623
2028	4,032,966	33,398	134,020	8,041	(2,010)	(3,500)	136,550
2029	4,032,966	33,398	134,020	8,041	(2,010)	(3,500)	136,550
2030	4,274,944	33,398	142,061	8,524	(2,131)	(3,500)	144,953
2031	4,274,944	33,398	142,061	8,524	(2,131)	(3,500)	144,953
2032	4,531,440	33,398	150,584	9,035	(2,259)	(3,500)	153,861
2033	4,531,440	33,398	150,584	9,035	(2,259)	(3,500)	153,861
2034	4,803,327	33,398	159,619	9,577	(2,394)	(3,500)	163,302
2035	4,803,327	33,398	159,619	9,577	(2,394)	(3,500)	163,302
2036	5,091,526	33,398	169,197	10,152	(2,538)	(3,500)	173,310
2037	5,091,526	33,398	169,197	10,152	(2,538)	(3,500)	173,310
2038	5,397,018	33,398	179,348	10,761	(2,690)	(3,500)	183,919
2039	5,397,018	33,398	179,348	10,761	(2,690)	(3,500)	183,919
2040	5,720,839	33,398	190,109	11,407	(2,852)	(3,500)	195,164
2041	5,720,839	33,398	190,109	11,407	(2,852)	(3,500)	195,164
2042	6,064,089	33,398	201,516	12,091	(3,023)	(3,500)	207,084
2043	6,064,089	33,398	201,516	12,091	(3,023)	(3,500)	207,084
2044	6,427,935	33,398	213,607	12,816	(3,204)	(3,500)	219,719
2045	6,427,935	33,398	213,607	12,816	(3,204)	0	223,219
2046	6,813,611	33,398	226,423	13,585	(3,396)	0	236,612
2047	6,813,611	33,398	226,423	13,585	(3,396)	0	236,612
2048	7,222,428	33,398	240,009	14,401	(3,600)	0	250,809
2049	7,222,428	33,398	240,009	14,401	(3,600)	0	250,809
2050	7,655,773	33,398	254,409	15,265	(3,816)	0	265,857
2051	7,655,773	33,398	254,409	15,265	(3,816)	0	265,857
2052	8,115,120	33,398	269,674	16,180	(4,045)	0	281,809
2053	8,115,120	33,398	269,674	16,180	(4,045)	0	281,809
2054	8,602,027	33,398	285,854	17,151	(4,288)	0	298,717
2055	8,602,027	33,398	285,854	17,151	(4,288)	0	298,717
2056	9,118,148	33,398	303,005	18,180	(4,545)	0	316,641
2057	9,118,148	33,398	303,005	18,180	(4,545)	0	316,641
2058	9,665,237	33,398	321,186	19,271	(4,818)	0	335,639
2059	9,665,237	33,398	321,186	19,271	(4,818)	0	335,639
2060	10,245,151	33,398	340,457	20,427	(5,107)	0	355,777
2061	10,245,151	33,398	340,457	20,427	(5,107)	0	355,777
2062	10,859,861	33,398	360,884	21,653	(5,413)	0	377,124
Total			8,220,968	493,258	(123,315)	(73,500)	8,517,411

1. Only 33,398 mills are pledged to the Series 2022 Bonds
2. Trustee Fees in 2022 and 2023 are paid from COI

Vistas at West Mesa Metropolitan District
Debt Service

	Revenue Available for Debt Service ¹	Interest Payment 6.750%	Balance of Accrued Interest	Principal Payment	Principal Balance	Debt Service	Released Revenue
						Series 2022	
						Dated: 5/12/2022 Par: \$1,384,000 Proj: \$1,134,000	
5/12/2022		-	-	-	1,384,000		
12/1/2022		-	51,641	-	1,384,000		
12/1/2023	4,407	4,407	144,139	-	1,384,000	4,407	
12/1/2024	12,465	12,465	234,824	-	1,384,000	12,465	
12/1/2025	49,473	49,473	294,621	-	1,384,000	49,473	
12/1/2026	102,369	102,369	305,559	-	1,384,000	102,369	
12/1/2027	128,623	128,623	290,982	-	1,384,000	128,623	
12/1/2028	136,550	136,550	267,493	-	1,384,000	136,550	
12/1/2029	136,550	136,550	242,418	-	1,384,000	136,550	
12/1/2030	144,953	144,953	207,248	-	1,384,000	144,953	
12/1/2031	144,953	144,953	169,703	-	1,384,000	144,953	
12/1/2032	153,861	153,861	120,718	-	1,384,000	153,861	
12/1/2033	153,861	153,861	68,426	-	1,384,000	153,861	
12/1/2034	163,302	163,302	3,162	-	1,384,000	163,302	
12/1/2035	163,302	96,796	-	66,000	1,318,000	162,796	
12/1/2036	173,310	88,965	-	84,000	1,234,000	172,965	
12/1/2037	173,310	83,295	-	90,000	1,144,000	173,295	
12/1/2038	183,919	77,220	-	107,000	1,037,000	184,220	
12/1/2039	183,919	69,998	-	114,000	923,000	183,998	
12/1/2040	195,164	62,303	-	133,000	790,000	195,303	
12/1/2041	195,164	53,325	-	142,000	648,000	195,325	
12/1/2042	207,084	43,740	-	163,000	485,000	206,740	
12/1/2043	207,084	32,738	-	174,000	311,000	206,738	
12/1/2044	219,719	20,993	-	199,000	112,000	219,993	
12/1/2045	223,219	7,560	-	112,000		119,560	104,26
12/1/2046	236,612	-	-	-			236,61
12/1/2047	236,612	-	-	-			236,61
12/1/2048	250,809	-	-	-			250,80
12/1/2049	250,809	-	-	-			250,80
12/1/2050	265,857	-	-	-			265,85
12/1/2051	265,857	-	-	-			265,85
12/1/2052	281,809	-	-	-			281,80
12/1/2053	281,809	-	-	-			281,80
12/1/2054	298,717	-	-	-			298,71
12/1/2055	298,717	-	-	-			298,71
12/1/2056	316,641	-	-	-			316,64
12/1/2057	316,641	-	-	-			316,64
12/1/2058	335,639	-	-	-			335,63
12/1/2059	335,639	-	-	-			335,63
12/1/2060	355,777	-	-	-			355,77
12/1/2061	355,777	-	-	-			355,77
12/1/2062	377,124	-	-	-			377,12
	8,517,411	1,968,299		1,384,000		3,352,299	5,165,113

¹ Revenue is from only the 33.398 mills

Vistas at West Mesa Metropolitan District

Revenue- 2023

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value 1n Collection Year	Debt Mill Levy ¹ 50.000 Cap 16.602 Target	Debt M111 Levy Collections 9950%	Specific Ownership Taxes 600%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revnue Available for Debt Service
2021	0	0.000	0	0	0	0	0
2022	0	0.000	0	0	0	0	0
2023	126,900	0.000	0	0	0	0	0
2024	459,733	16.602	7,594	456	(114)	(3,500)	4,436
2025	1,525,444	16.602	25,199	1,512	(378)	(3,500)	22,833
2026	3,048,657	16.602	50,361	3,022	(755)	(3,500)	49,127
2027	3,804,685	16.602	62,850	3,771	(943)	(3,500)	62,178
2028	4,032,966	16.602	66,621	3,997	(999)	(3,500)	66,118
2029	4,032,966	16.602	66,621	3,997	(999)	(3,500)	66,118
2030	4,274,944	16.602	70,618	4,237	(1,059)	(3,500)	70,296
2031	4,274,944	16.602	70,618	4,237	(1,059)	(3,500)	70,296
2032	4,531,440	16.602	74,855	4,491	(1,123)	(3,500)	74,723
2033	4,531,440	16.602	74,855	4,491	(1,123)	(3,500)	74,723
2034	4,803,327	16.602	79,346	4,761	(1,190)	(3,500)	79,417
2035	4,803,327	16.602	79,346	4,761	(1,190)	(3,500)	79,417
2036	5,091,526	16.602	84,107	5,046	(1,262)	(3,500)	84,392
2037	5,091,526	16.602	84,107	5,046	(1,262)	(3,500)	84,392
2038	5,397,018	16.602	89,153	5,349	(1,337)	(3,500)	89,665
2039	5,397,018	16.602	89,153	5,349	(1,337)	(3,500)	89,665
2040	5,720,839	16.602	94,502	5,670	(1,418)	(3,500)	95,255
2041	5,720,839	16.602	94,502	5,670	(1,418)	(3,500)	95,255
2042	6,064,089	16.602	100,173	6,010	(1,503)	(3,500)	101,180
2043	6,064,089	16.602	100,173	6,010	(1,503)	(3,500)	101,180
2044	6,427,935	16.602	106,183	6,371	(1,593)	(3,500)	107,461
2045	6,427,935	16.602	106,183	6,371	(1,593)	(3,500)	107,461
2046	6,813,611	16.602	112,554	6,753	(1,688)	(3,500)	114,119
2047	6,813,611	16.602	112,554	6,753	(1,688)	(3,500)	114,119
2048	7,222,428	16.602	119,307	7,158	(1,790)	(3,500)	121,176
2049	7,222,428	16.602	119,307	7,158	(1,790)	(3,500)	121,176
2050	7,655,773	16.602	126,466	7,588	(1,897)	(3,500)	128,657
2051	7,655,773	16.602	126,466	7,588	(1,897)	(3,500)	128,657
2052	8,115,120	16.602	134,054	8,043	(2,011)	(3,500)	136,586
2053	8,115,120	16.602	134,054	8,043	(2,011)	(3,500)	136,586
2054	8,602,027	16.602	142,097	8,526	(2,131)	0	148,491
2055	8,602,027	16.602	142,097	8,526	(2,131)	0	148,491
2056	9,118,148	16.602	150,623	9,037	(2,259)	0	157,401
2057	9,118,148	16.602	150,623	9,037	(2,259)	0	157,401
2058	9,665,237	16.602	159,660	9,580	(2,395)	0	166,845
2059	9,665,237	16.602	159,660	9,580	(2,395)	0	166,845
2060	10,245,151	16.602	169,240	10,154	(2,539)	0	176,855
2061	10,245,151	16.602	169,240	10,154	(2,539)	0	176,855
2062	10,859,861	16.602	179,394	10,764	(2,691)	0	187,467
Total			4,084,511	245,071	(61,268)	(105,000)	4,163,314

1. Remaining mills needed to reach the 50 mill cap, Pledged to 2023(3)

**Vistas at West Mesa Metropolitan District
Senior Debt Service**

	Revenue Available for Debt Service	Interest Payment 5.000%	Balance of Accrued Interest	Principal Payment	Principal Balance	Debt Service	Released Revenue
						Series 2023(3) Dated: 6/1/2023 Par: \$1,150,000 Proj: \$1,120,000	
6/1/2023	-	-	-	-	1,150,000	-	-
12/1/2023	-	-	28,750	-	1,150,000	-	-
12/1/2024	4,436	4,436	83,251	-	1,150,000	4,436	-
12/1/2025	22,833	22,833	122,081	-	1,150,000	22,833	-
12/1/2026	49,127	49,127	136,558	-	1,150,000	49,127	-
12/1/2027	62,178	62,178	138,708	-	1,150,000	62,178	-
12/1/2028	66,118	66,118	137,025	-	1,150,000	66,118	-
12/1/2029	66,118	66,118	135,258	-	1,150,000	66,118	-
12/1/2030	70,296	70,296	129,226	-	1,150,000	70,296	-
12/1/2031	70,296	70,296	122,891	-	1,150,000	70,296	-
12/1/2032	74,723	74,723	111,813	-	1,150,000	74,723	-
12/1/2033	74,723	74,723	100,180	-	1,150,000	74,723	-
12/1/2034	79,417	79,417	83,272	-	1,150,000	79,417	-
12/1/2035	79,417	79,417	65,519	-	1,150,000	79,417	-
12/1/2036	84,392	84,392	41,904	-	1,150,000	84,392	-
12/1/2037	84,392	84,392	17,107	-	1,150,000	84,392	-
12/1/2038	89,665	75,462	-	14,000	1,136,000	89,462	-
12/1/2039	89,665	56,800	-	33,000	1,103,000	89,800	-
12/1/2040	95,255	55,150	-	40,000	1,063,000	95,150	-
12/1/2041	95,255	53,150	-	42,000	1,021,000	95,150	-
12/1/2042	101,180	51,050	-	50,000	971,000	101,050	-
12/1/2043	101,180	48,550	-	53,000	918,000	101,550	-
12/1/2044	107,461	45,900	-	61,000	857,000	106,900	-
12/1/2045	107,461	42,850	-	65,000	792,000	107,850	-
12/1/2046	114,119	39,600	-	74,000	718,000	113,600	-
12/1/2047	114,119	35,900	-	78,000	640,000	113,900	-
12/1/2048	121,176	32,000	-	90,000	550,000	122,000	-
12/1/2049	121,176	27,500	-	93,000	457,000	120,500	-
12/1/2050	128,657	22,850	-	106,000	351,000	128,850	-
12/1/2051	128,657	17,550	-	111,000	240,000	128,550	-
12/1/2052	136,586	12,000	-	125,000	115,000	137,000	-
12/1/2053	136,586	5,750	-	115,000	-	120,750	16,131
12/1/2054	148,491	-	-	-	-	-	148,491
12/1/2055	148,491	-	-	-	-	-	148,491
12/1/2056	157,401	-	-	-	-	-	157,401
12/1/2057	157,401	-	-	-	-	-	157,401
12/1/2058	166,845	-	-	-	-	-	166,845
12/1/2059	166,845	-	-	-	-	-	166,845
12/1/2060	176,855	-	-	-	-	-	176,855
12/1/2061	176,855	-	-	-	-	-	176,855
12/1/2062	187,467	-	-	-	-	-	187,467
	4,163,314	1,510,527		1,150,000		2,660,527	1,502,787

Vistas at West Mesa Metropolitan District

Revenue

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value 1n Collection Year	O&M Mill Levy 20 000 Cap 20 000 Target	O&M Mill Levy Collect1ons 9950%	Specd1c Ownership Taxes 600%	County Treasurer Fee 150%	Revenue Available for Operations
2021	0	0.000	0	0	0	0
2022	0	5.000	0	0	0	0
2023	126,900	20.000	2,538	152	(38)	2,651
2024	459,733	20.000	9,195	549	(138)	9,606
2025	1,525,444	20.000	30,509	1,821	(458)	31,873
2026	3,048,657	20.000	60,973	3,640	(915)	63,699
2027	3,804,685	20.000	76,094	4,543	(1,141)	79,495
2028	4,032,966	20.000	80,659	4,815	(1,210)	84,265
2029	4,032,966	20.000	80,659	4,815	(1,210)	84,265
2030	4,274,944	20.000	85,499	5,104	(1,282)	89,321
2031	4,274,944	20.000	85,499	5,104	(1,282)	89,321
2032	4,531,440	20.000	90,629	5,411	(1,359)	94,680
2033	4,531,440	20.000	90,629	5,411	(1,359)	94,680
2034	4,803,327	20.000	96,067	5,735	(1,441)	100,361
2035	4,803,327	20.000	96,067	5,735	(1,441)	100,361
2036	5,091,526	20.000	101,831	6,079	(1,527)	106,382
2037	5,091,526	20.000	101,831	6,079	(1,527)	106,382
2038	5,397,018	20.000	107,940	6,444	(1,619)	112,765
2039	5,397,018	20.000	107,940	6,444	(1,619)	112,765
2040	5,720,839	20.000	114,417	6,831	(1,716)	119,531
2041	5,720,839	20.000	114,417	6,831	(1,716)	119,531
2042	6,064,089	20.000	121,282	7,241	(1,819)	126,703
2043	6,064,089	20.000	121,282	7,241	(1,819)	126,703
2044	6,427,935	20.000	128,559	7,675	(1,928)	134,305
2045	6,427,935	20.000	128,559	7,675	(1,928)	134,305
2046	6,813,611	20.000	136,272	8,135	(2,044)	142,364
2047	6,813,611	20.000	136,272	8,135	(2,044)	142,364
2048	7,222,428	20.000	144,449	8,624	(2,167)	150,905
2049	7,222,428	20.000	144,449	8,624	(2,167)	150,905
2050	7,655,773	20.000	153,115	9,141	(2,297)	159,960
2051	7,655,773	20.000	153,115	9,141	(2,297)	159,960
2052	8,115,120	20.000	162,302	9,689	(2,435)	169,557
2053	8,115,120	20.000	162,302	9,689	(2,435)	169,557
2054	8,602,027	20.000	172,041	10,271	(2,581)	179,731
2055	8,602,027	20.000	172,041	10,271	(2,581)	179,731
2056	9,118,148	20.000	182,363	10,887	(2,735)	190,515
2057	9,118,148	20.000	182,363	10,887	(2,735)	190,515
2058	9,665,237	20.000	193,305	11,540	(2,900)	201,945
2059	9,665,237	20.000	193,305	11,540	(2,900)	201,945
2060	10,245,151	20.000	204,903	12,233	(3,074)	214,062
2061	10,245,151	20.000	204,903	12,233	(3,074)	214,062
2062	10,859,861	20.000	217,197	12,967	(3,258)	226,906
Total			4,947,769	295,382	(74,217)	5,168,934

SOURCES AND USES OF FUNDS

VISTAS AT WEST MESA METROPOLITAN DISTRICT El Paso County, Colorado

SENIOR CASH FLOW BONDS, SERIES 2022 FINAL PRICING

Dated Date	05/12/2022
Delivery Date	05/12/2022

Sources:

Bond Proceeds:	
Par Amount	1,384,000.00
	<hr/>
	1,384,000.00
	<hr/>

Uses:

Project Fund Deposits:	
Project Fund	1,134,000.00
Cost of Issuance:	
Bond. Disclosure Counsel	95,000.00
District Counsel	35,000.00
Underwriters Counsel	30,000.00
Cash Flow Analysis	20,000.00
Market Study / Appreciation Analysis	8,875.00
Trustee	11,000.00
External Financial Adviser	6,000.00
District manager / Accountant	5,956.25
Aerial + Drone	2,090.00
Contingency	<u>6,078.75</u>
	220,000.00
Delivery Date Expenses:	
Underwriter's Discount	30,000.00
	<hr/>
	1,384,000.00
	<hr/>

BOND PRICING

VISTAS AT WEST MESA METROPOLITAN DISTRICT El Paso County, Colorado

SENIOR CASH FLOW BONDS, SERIES 2022 FINAL PRICING

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond Due 2051:	12/01/2051	1,384,000	6.750%	6.750%	100.000
		1,384,000			
Dated Date			05/12/2022		
Delivery Date			05/12/2022		
First Coupon			12/01/2022		
Par Amount		1,384,000.00			
Original Issue Discount					
Production		1,384,000.00	100.000000%		
Underwriter's Discount		(30,000.00)	(2.167630%)		
Purchase Price		1,354,000.00	97.832370%		
Accrued Interest					
Net Proceeds		1,354,000.00			

CALL PROVISIONS

VISTAS AT WEST MESA METROPOLITAN DISTRICT
El Paso County, Colorado

SENIOR CASH FLOW BONDS, SERIES 2022 FINAL PRICING

Call Table: CALL

Call Date	Call Price
06/01/2027	103.00
06/01/2028	102.00
06/01/2029	101.00
06/01/2030	100.00

SOURCES AND USES OF FUNDS

VISTAS AT WEST MESA METROPOLITAN DISTRICT El Paso County, Colorado

SENIOR CASH FLOW BONDS, SERIES 2023(3)

Dated Date	06/01/2023
Delivery Date	06/01/2023

Sources:

Bond Proceeds:	
Par Amount	1,150,000.00
	<hr/>
	1,150,000.00
	<hr/>

Uses:

Project Fund Deposits:	
Project Fund	980,000.00
Cost of Issuance:	
Other Cost of Issuance	140,000.00
Delivery Date Expenses:	
Underwriter's Discount	30,000.00
	<hr/>
	1,150,000.00
	<hr/>

BOND PRICING

VISTAS AT WEST MESA METROPOLITAN DISTRICT El Paso County, Colorado

SENIOR CASH FLOW BONDS, SERIES 2023(3)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond Due 2053:	12/01/2053	1,150,000	5.000%	5.000%	100.000
		1,150,000			

Dated Date	06/01/2023	
Delivery Date	06/01/2023	
First Coupon	12/01/2023	
Par Amount	1,150,000.00	
Original Issue Discount		
Production	1,150,000.00	100.000000%
Underwriter's Discount	(30,000.00)	(2.608696%)
Purchase Price	1,120,000.00	97.391304%
Accrued Interest		
Net Proceeds	1,120,000.00	

CALL PROVISIONS

VISTAS AT WEST MESA METROPOLITAN DISTRICT
El Paso County, Colorado

SENIOR CASH FLOW BONDS, SERIES 2023(3)

Call Table: CALL

Call Date	Call Price
06/01/2028	103.00
06/01/2029	102.00
06/01/2030	101.00
06/01/2031	100.00

EXHIBIT E

Description of Permitted Services to be Provided by the District

<u>Description of Services</u>	<u>IGA Required (Yes or No)</u>
Financing, ownership, and maintenance of streets, curb and gutter, sidewalks, detention facilities, trails, public landscaping	No
Covenant Enforcement	No
Trash Service	No

222149285

12/13/2022 11:25 AM

PGS 42

\$218.00 DF \$0.00

Electronically Recorded Official Records El Paso County CO

Chuck Broerman, Clerk and Recorder

TD1000 N

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
VISTAS AT WEST MESA**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
VISTAS AT MESA VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VISTAS AT WEST MESA (the "**Declaration**") is made and entered as of the ____ day of _____, 202_, by Lokal Communities, LLC, a Colorado limited liability company ("**Declarant**").

RECITALS

A. The Declarant owns that certain real property in the City of Colorado Springs and County of El Paso, Colorado, which is described on Exhibit A, attached hereto and incorporated herein by this reference.

B. The Declarant desires to subject and place upon the Property certain covenants, conditions, easements, architectural guidelines, reservations, rights-of-way, obligations, liabilities and other provisions and restrictions, for the development, improvement, use, operation, maintenance, repair and enjoyment of the Property, that run with the land.

C. This Declaration does not create a Common Interest Community (as defined by the Colorado Common Interest Ownership Act at **C.R.S. § 38-33.3-103(8)**). Therefore, this Declaration is not governed by the Colorado Common Interest Ownership Act.

D. The Declarant imposes the covenants, conditions, restrictions and easements set forth in this Declaration on the Property, and pursuant to **C.R.S. § 32-1-1004**, the Declarant empowers Vistas at West Mesa Metropolitan District (the "**District**") with authority to furnish covenant enforcement and design review services for the Property, using revenues that are derived from the Property, as more fully set forth in this Declaration.

DECLARATION

NOW, THEREFORE, the Declarant declares that the Property is subject to this Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained and altered subject to the terms contained in this Declaration. The terms of this Declaration touch and concern the Property, and (a) run with the land, (b) benefit and burden the Property as an equitable servitude, (c) bind all Persons having or acquiring any interest in the Property or any part of the Property, (d) inure to the benefit of and bind every part of the Property and every interest in the Property, and (e) inure to the benefit of and are enforceable by the Declarant and the District, and their respective designees, assigns and successors in interest.

ARTICLE 1. DEFINITIONS

Section 1.1 *Annexable Area.*

"Annexable Area" shall mean the property described on Exhibit B, attached hereto and incorporated herein.

Section 1.2 *Annexing Deed.*

"Annexing Deed" shall mean, for each particular legally described lot or tract within the Annexable Area, a deed conveying such portion from the Declarant to the first owner thereof other than the Declarant.

Section 1.3 *Architectural Review Committee.*

"Architectural Review Committee" (**ARC**) means the Architectural Review Committee which shall be appointed as provided in Article 2 of this Declaration. The ARC shall review, consider and approve, or disapprove, requests for architectural approval, as more fully provided in this Declaration.

Section 1.4 *Declarant.*

"Declarant" means Lokal Communities, LLC, a Colorado limited liability company, and/or any other Person to whom the Declarant assigns one or more of the Development Rights or Special Declarant Rights as defined herein, under this Declaration (which shall be the extent of the Development Rights and/or Special Declarant Rights to which such assignee succeeds), provided, that no assignment of any Development Rights or Special Declarant Rights shall be effective unless such assignment is duly executed by the assignor Declarant and recorded in the El Paso County, Colorado.

Section 1.5 *Design Guidelines.*

"Design Guidelines" means a manual of design guidelines for the Property, or other design or architectural guidelines, to interpret and/or implement any provisions of Article 2 of this Declaration, specifically, and this Declaration in general, as more fully provided for in Section 2.3 of this Declaration. The Declarant shall have the authority to enact, issue promulgate, modify, amend, repeal, and re-enact Design Guidelines during the period set forth in Section 8.3 hereof. Thereafter, the governing board of the District shall have such authority.

Section 1.6 *District.*

"District" means Vistas at West Mesa Metropolitan District and/or any other metropolitan district to which the District may transfer or assign any or all of the rights and duties of the District under this Declaration. Any such assignment or transfer, if any, shall be effective upon recording in the County of El Paso, Colorado, of a document of transfer or assignment, duly executed by

the District. In addition to the authority granted to the District in this Declaration, the District has such other authority with respect to the exercise of such authority, as may be permitted by the Special District Act, C.R.S. 32-1-101 *et seq.*, including but not limited to the right to adopt rules and regulations, fees, rates, tolls, penalties and charges, and to undertake enforcement actions.

Section 1.7 *Fees.*

"Fees" means, collectively, (i) any type of charge for any services or facilities provided by or through the District, or (ii) any charges imposed by the District for the fulfillment of any of its rights or obligations hereunder.

Section 1.8 *Fines.*

"Fines" means any monetary penalty imposed by the District the Enforcement Committee (as defined herein), if any, against an Owner due to a violation of the Governing Documents.

Section 1.9 *Governing Documents.*

"Governing Documents" means this Declaration, any Design Guidelines adopted by the Declarant or the governing board of the District, any Rules and Regulations adopted by the Declarant or the governing board of the District, and any other procedures or resolutions adopted by the Declarant or the governing board of the District to effectuate the provisions of this Declaration.

Section 1.10 *Improvements.*

"Improvements" means all improvements, structures, buildings, and any and all landscaping features, buildings, outbuildings, geothermal systems, solar systems, hot tubs, satellite dishes, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, walkways, sprinkler systems, garages, roads, driveways, parking areas, fences, gates, basketball backboards and hoops, swing sets or other play structures, screening walls, retaining walls, stairs, decks, fixtures, outdoor sculptures or artwork, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment. Improvements include, without limitation, all initial Improvements constructed on any Lot by the Declarant and all subsequent changes, modifications, alterations or adjustments to any previously approved Improvement, including any change of exterior appearance, color, or texture, other than any changes, modifications, alterations or adjustments to the interior of a structure on a Lot.

Section 1.11 *Lot.*

"Lot" means each legally described lot included in that certain plat for Centennial Townes Filing No. 1, recorded on December 20, 2021, at Reception No. 221714881 in the El Paso Clerk and Recorder's Office, as may amended, which is part of or has been annexed to the Property, with the exception of any publicly dedicated property, any property owned or leased by the

District, and any property which is in the form of common elements owned or maintained by any homeowners association established for any portion of the property subject to this Declaration.

Section 1.12 *Occupant.*

"Occupant" means any Person, other than the Declarant, the ARC, the Enforcement Committee, if any, and the District, who from time to time uses or occupies any portion of a Lot under an ownership right or any lease, sublease, license or concession or other use and occupancy agreement, any guests and invitees of any Owner or Occupant and any other Person that uses any portion of the Property.

Section 1.13 *Owner.*

"Owner" means each fee simple title holder of a Lot, including the Declarant, and any other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation. If there is more than one fee simple holder of title, "Owner" includes each such Person, jointly and severally.

Section 1.14 *Plat.*

"Plat" means, collectively, that certain Centennial Townes Filing No. 1, recorded on December 20, 2021, at Reception No. 221714881 in the El Paso Clerk and Recorder's Office, as may be amended.

Section 1.15 *Person.*

"Person" means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other legal entity or any combination thereof and includes each Owner, the Declarant, the ARC, and the District.

Section 1.16 *Property.*

"Property" means the real estate described on the attached Exhibit A, any of the Annexable Area as described on the attached Exhibit B as the same may be annexed to this Declaration set forth in Article 7 of this Declaration, or any property annexed to this Declaration by the Declarant as set forth in Section 8.5 of this Declaration, as any of the same may now or hereafter be improved.

Section 1.17 *Rules and Regulations.*

"Rules and Regulations" means rules and regulations concerning, without limitation, (i) the use of the Property, (ii) certain use restrictions on the Lots, and/or (iii) other restrictions governing the conduct of Owners and/or Occupants, as such rules and regulations are adopted the Declarant or the governing board of the District and as may be amended from time to time. The Rules and Regulations are binding upon all Owners and Occupants. The Declarant shall have the authority to enact, issue promulgate, modify, amend, repeal, and re-enact Rules and Regulations

during the period set forth in Section 8.3 hereof. Thereafter, the governing board of the District shall have such authority.

ARTICLE 2. ARCHITECTURAL REVIEW

Section 2.1 *Composition of ARC; Appointment and Authority of Representative.*

2.1.1 The ARC will consist of three (3) or more natural persons as provided herein. The Declarant shall have the authority to appoint the members of the ARC during the period set forth in Section 8.3 hereof. Thereafter, the governing board of the District shall have the authority to serve as, or to appoint the members of, the **ARC**. The power to "appoint" the **ARC**, as provided herein, shall include without limitation the power to: constitute the initial membership of the ARC; appoint member(s) to the ARC on the occurrence of a vacancy therein, for whatever reason; and remove any member of the ARC, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the entity which then has the power to appoint the ARC.

2.1.2 The ARC may at any time, from time to time, with the consent of the entity then authorized to appoint the members of the ARC, appoint a representative to act on its behalf. If the ARC does so, 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 representative is appointed by the ARC, then the ARC shall have full power over such representative, including without limitation the power to at any time withdraw from such representative any of such representative's authority to act on behalf of the ARC and the power to at any time remove or replace such representative, subject to the approval of the entity which then has the authority to appoint the ARC.

Section 2.2 *Architectural Review Requirements; Authority of ARC*

2.2.1 Except as provided in Sections 2.3 and 2.14 of this Declaration, no Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified upon any Lot, unless the Improvement is in full compliance with all provisions of this Declaration, the Design Guidelines and/or the Rules and Regulations. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot, the Owner of the Lot must submit plans and specifications of the proposed Improvement to the ARC for review and consideration, and then receive approval in writing from the ARC, all in accordance with the Governing Documents.

2.2.2 The ARC shall endeavor to exercise its reasonable judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping and structures.

2.2.3 The Design Guidelines and/or the Rules and Regulations may provide for the payment of a fee to accompany each request for approval of any proposed Improvement

submitted to the ARC. Any such fee shall be uniform for similar types of proposed Improvements or shall be determined in any other reasonable manner. Additionally, in its review of such plans, specifications and other materials and information, the ARC may require that the Owner reimburse the ARC for the actual expenses incurred by the ARC in the review and approval process. Such fee and amounts, if any, shall be the personal obligation of the Owner requesting approval from the ARC and shall be part of the District's lien as described in Section 6.5.3.5 and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Colorado law.

Section 2.3 *Design Guidelines.*

During the period set forth in Section 8.3 hereof, the Declarant shall have the authority to enact, issue promulgate, modify, amend, repeal, and re-enact the Design Guidelines. Thereafter, the governing board of the District shall have such authority. Without limiting the generality of the foregoing, such provisions may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the ARC, may state procedural requirements, or may specify acceptable Improvements that may be installed without prior approval of the ARC. The Design Guidelines may permit the District to send demand letters and notices, levy and collect Fees, Fines and interest, and negotiate, settle and/or take any other actions with respect to any violation or alleged violation of any of the Governing Documents. Any Design Guidelines so adopted shall be consistent, and not in conflict, with this Article and this Declaration. In addition, the Design Guidelines may provide for blanket approvals, interpretations, or restrictions. By way of example, and not by way of limitation, the Design Guidelines may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved.

Section 2.4 *Procedures.*

The ARC will review and approve in writing (which may be with conditions and/or requirements), or disapprove, each request for architectural approval within thirty (30) days after the complete submission to the ARC of the plans and specifications and other materials and information which the ARC may require in conjunction therewith in accordance with the design review procedures set forth in the Design Guidelines. If the ARC fails to review and approve in writing (which may be with conditions and/or requirements), or disapprove, a request for architectural approval within thirty (30) days after the complete submission of the plans and specifications and other information requested with respect thereto, such request is deemed denied by the ARC.

Section 2.5 *Vote and Appeal.*

The affirmative, majority vote of the ARC is required to approve a request for approval pursuant to this Article (which may be with conditions and/or requirements), unless the ARC has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the ARC decides a request for

architectural approval which is adverse to the Owner, then the Owner shall have the right to appeal such decision to the full ARC upon a written request therefor submitted to the ARC within thirty (30) days after such decision by the ARC's representative. In the event the ARC decides a request for architectural approval which is adverse to the Owner, either acting as the ARC or upon appeal from a decision by the ARC's representative, the Owner shall have the right to appeal such decision to the governing board of the District or to an appeal tribunal appointed by the governing board of the District upon a written request therefor submitted to the governing board of the District or such appeal tribunal within thirty (30) days after such decision by the ARC.

Section 2.6 *Prosecution of Work After Approval.*

After approval (which may be with conditions and/or requirements) of any proposed Improvement, the Owner is required to complete and construct the Improvement promptly and diligently, and in complete conformity with all conditions and requirements of the approval and any provision of the Design Guidelines relating to construction. Except for the Declarant, failure to complete the proposed Improvement within six (6) months after the date of approval of the application (the "**Completion Deadline**"), or to complete the Improvement in complete conformance with the conditions and requirements of the approval, constitutes noncompliance with the provisions of this Declaration; provided, however, that the ARC may grant extensions of time for completion of any proposed Improvements, either (a) at the time of initial approval of such Improvements, or (b) upon the request of any Owner, provided such request is delivered to the ARC in writing; and provided that the Owner is diligently prosecuting completion of the subject Improvements or other good cause exists at the time such request is made.

Section 2.7 *Inspection of Work.*

The ARC, the District, and the Enforcement Committee, if any, and/or any duly authorized representative of the same, has the right to inspect any Improvement at any time, including prior to or after completion, to determine whether or not the Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

Section 2.8 *Notice of Noncompliance.*

If, as a result of inspections or otherwise, the District, the ARC, or the Enforcement Committee, if any, determines that any Improvement has been constructed without obtaining all required approvals (which may be with conditions and/or requirements), or was not constructed in substantial compliance with the approval that was granted, or has not been completed by the Completion Deadline, subject to any extensions of time granted pursuant to Section 2.6 hereof, then the District or the Enforcement Committee, if any, will notify the Owner in writing of the non-compliance, specifying the particulars of the noncompliance ("**Notice of Noncompliance**").

Section 2.9 *Correction of Noncompliance.*

If it has been determined that a non-compliance exists, the Owner responsible for such non-compliance must remedy or remove the same, and return the subject property or structure to a condition acceptable to the District or the Enforcement Committee, if any, within the period

specified in the Notice of Noncompliance. The District may, at its option, record a notice of non-compliance against the Lot on which the non-compliance exists, may impose Fees, Fines, penalties and interest, may remove the non-complying Improvement, or may otherwise remedy the non-compliance, and the Owner responsible for such non-compliance shall reimburse the District, upon demand, for all Fees, Fines, penalties, interest, costs and expenses, as well as anticipated costs and expenses, with respect thereto. Such Fees, Fines, penalties, interest, costs and expenses shall be the personal obligation of the Owner and shall be part of the District's lien as described in Section 6.5.3.5 and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Colorado law.

Section 2.10 *Access Easement.*

The Declarant hereby reserves, and each Owner hereby grants to the District, the ARC, and the Enforcement Committee, if any, including the agents, representatives, employees and contractors of the Declarant, the District, the ARC and the Enforcement Committee, if any, and each such Person on, over, under and across each Lot, excluding any habitable structure and the interior of any residence thereon, easements for performing any of the actions contemplated in the Governing Documents, including inspections and enforcement of each of the terms and provisions of the Governing Documents. The rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owners of any affected Lot; except that no such notice is required (i) in connection with any exterior, non-intrusive inspections and maintenance; and (ii) in emergency situations.

Section 2.11 *No Liability.*

Neither the Declarant, the ARC, the District, the Enforcement Committee, if any, or any member, director, officer, agent, representative, employee or contractor of any the same (the "**Released Parties**") are liable or shall be liable to any Person by reason of any action, failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the ARC will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the ARC to any Owner of the adequacy of design, workmanship or quality of such work or materials for any Owner's intended use. The ARC will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver is made by each Owner to the fullest extent

permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The ARC members, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The ARC members, acting in that capacity, have no personal liability with respect to any contract or other commitment made or action taken on behalf of the ARC.

Section 2.12 *Variance.*

The ARC may, but under no circumstances is obligated to, grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article, Article 3 of this Declaration as applicable, or any Design Guidelines promulgated hereunder, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments will be granted in the ARC's sole discretion and may only be granted if such variance does not impose a material detriment or injury to the other property or improvements within the Property and does not militate against the general intent and purpose hereof. However, any variance that may be granted under this Section is only a variance from the requirements of the applicable Governing Document provisions for the individual Owner, and is not a variance from the requirements of any applicable governmental or quasi-governmental agency or entity. No granting of a variance or adjustment to any one Owner shall constitute a variance or adjustment, or the right to a variance or adjustment, to any or all other Owners.

Section 2.13 *Waivers; No Precedent*

The approval or consent of the **ARC**, or any representative thereof, to any application for approval does not constitute a waiver of any right to withhold or deny approval or consent by such Person, or any Person, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter. Any changes in plans and specifications previously approved by the ARC must be reviewed and approved by the ARC in the same manner as the initial plans and specifications.

Section 2.14 *Declarant's and District's Exemption.*

Notwithstanding anything to the contrary, the Declarant and the District are exempt from this Article and all provisions of this Declaration that require ARC review and/or approval.

ARTICLE 3. RESTRICTIONS

Section 3.1 *Restrictions Imposed.*

The Lots shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration and in the Governing Documents.

Section 3.2 *Residential Use.*

Each Lot shall be used for residential use only, including uses which are customarily incident thereto, and not for business, commercial or professional purposes. Notwithstanding the foregoing, Owners or tenants may conduct business activities upon their Lot if all of the following conditions are satisfied:

3.2.1 The business conducted is clearly secondary to the residential use of the home constructed on the Lot and is conducted entirely within the home;

3.2.2 The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted (other than as may be permitted by the Design Guidelines and approved by the ARC);

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

3.2.4 The business conforms to all zoning requirements and is lawful in nature; and

3.2.5 The business conforms to any Rules and Regulations that may be imposed from time to time on a uniform basis to protect the peace, tranquility and quality of the Property.

Section 3.3 *Household Pets.*

No animals, birds, livestock, reptiles or insects of any kind may be raised, bred, kept or boarded in or on a Lot, except as permitted by applicable local laws or ordinances and in compliance with any Rules and Regulations not in conflict with such laws or ordinances. Each animal must be controlled by its owner and is not allowed off the owner's Lot except when properly controlled and accompanied by its owner or his or representative, who is responsible for collecting and properly disposing of any animal waste. An Owner's and/or Occupant's right to keep animals is coupled with the responsibility to pay for any damage caused by such animal, as well as any costs incurred as a result of such animals.

Section 3.4 *Temporary Structures; Unsightly Conditions.*

Except as hereinafter provided, no structure of a temporary character, including but not limited to a house, trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot without the prior written approval of the ARC; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof.

Section 3.5 *Miscellaneous Improvements.*

3.5.1 No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House," "For Rent," or security sign(s) of not more than a total of five (5) square feet each. Signs intended to impact the outcome of an election may be displayed on Lots in accordance with the Rules and Regulations or Design Guidelines.

3.5.2 Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant in connection with the sale or rental of Lots, or otherwise in connection with development of or construction on the Lots, shall be permissible.

3.5.3 No wood piles or storage areas shall be located on any Lot as to be visible from a street or from the ground level of any other Lot.

3.5.4 No types of refrigerating, cooling or heating apparatus shall be permitted on a roof, except as approved by the ARC subject to any provisions of the Design Guidelines. No such apparatus shall be permitted elsewhere on a Lot except when appropriately screened and approved by the ARC subject to any provisions of the Design Guidelines.

3.5.5 "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Design Guidelines or the Rules and Regulations may contain provisions regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

3.5.6 No fences shall be permitted except, subject to any provisions of the Design Guidelines, with the prior written approval of the ARC, and except such fences as may be constructed, installed or located by the Declarant in its development of, or construction of improvements on, the Property.

3.5.7 No wind generators, clotheslines (except for retractable clotheslines which comply with any reasonable aesthetic regulations contained in the Design Guidelines), drying yards, or service yards shall be constructed, installed, erected or maintained on any Lot.

Section 3.6 *Vehicular Parking, Storage and Repairs.*

3.6.1 Parking on the owned streets and alley within the Property shall be regulated by the District, subject to any Rules and Regulations adopted in relation to the same.

3.6.2 Garages shall be used for parking of vehicles only and shall not be used for storage or other uses which prevent the parking of vehicles in the garage.

3.6.3 The following (as may be further defined in the Rules and Regulations) may not be parked or stored on in the Community unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the District: oversized vehicles, commercial vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by the Rules and Regulations. The foregoing may be parked as a temporary expedience for loading or delivery of goods or services. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Property which are necessary for construction or for the maintenance of any property owned and/or maintained by the District or the Lots, or any improvement located thereon.

3.6.4 No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of two weeks or more.

3.6.5 No motor vehicle may impede the safe and efficient use of the streets or alleys within the Property by Owners and/or Occupants, obstruct emergency access to/from the Property or interfere with the reasonable needs of other Owners and/or Occupants to use their driveway, streets, or guest parking within the Property.

3.6.6 No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages in the Property. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g.,

oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

3.6.7 Parking in fire lanes (as designated by the District or as designated by local government or a local fire protection authority) shall not be permitted.

3.6.8 If any vehicle is parked in violation of this Section or in violation of the Rules and Regulations, the District or the Enforcement Committee, if any, may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed within the Property stating the name and telephone number of the Person which will do the towing and/or booting hereunder. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

3.6.9 Notwithstanding the above Section 3.6.7, if a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

3.6.10 If a vehicle is towed or booted in accordance with this Section, neither the District, the Enforcement Committee, if any, nor any officer or agent of the District or the Enforcement Committee, if any, shall be liable to any Person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The District's right to tow or boot is in addition to, and not in limitation of all other rights of the District, including the right to assess fines. Notwithstanding anything to the contrary in this Section 3.6, the District may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 3.7 *Nuisances.*

No Owner or Occupant will permit a nuisance on his or her Lot. Owners and Occupants will not permit any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Lot. This Section does not apply to the activities of the Declarant or the District.

Section 3.8 *No Hazardous Materials or Chemicals.*

No hazardous materials or chemicals may be located, kept or stored in, on or at any Lot except in products normally kept at homes for use of the residents or occupants thereof and in such limited quantities so as not to constitute a hazard or danger to person or property. This Section does not apply to the activities of the Declarant or the District.

Section 3.9 *No Annoying Lights, Sounds or Odors.*

No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others. Any exterior lighting installed or maintained on a Lot or any Improvement thereon shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby property.

Section 3.10 *Restrictions on Trash and Materials.*

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside a structure on the Lot or unless otherwise screened from view; nor shall such items be deposited on a street, unless placed in a suitable container suitably located solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. Trash removal services may be provided by the District on behalf of the residents of the Property and, if so, Owners shall be obligated to utilize the trash removal services provided by the District and shall not be permitted to utilize any trash removal service or company individually. If trash removal services are provided by the District, the governing board of the District may determine the scope, frequency, and all other matters with regard to such trash removal services, and the Owners shall pay their proportionate share, as determined by the governing board of the District.

Section 3.11 *Lots to be Maintained*

Each Lot shall at all times be kept in a clean, sightly and wholesome condition by the Owner thereof. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Lot except as necessary during the period of construction or as provided in Section 3.10 above. Any damage to or destruction of any structure or Improvement located on a Lot shall be promptly repaired and replaced by the Owner of the Lot, in accordance with this Declaration. "Repaired and replaced," as used in this Section, means restoring the structure or Improvement to substantially the same condition in which it existed immediately prior to such damage or destruction.

Section 3.12 *Leases.*

The term "lease," as used herein, shall include any agreement for the exclusive occupancy of a Lot by any person other than the Owner; provided, however, that for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by the child or parent of an Owner. For purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing. Any Owner shall have the right to lease such Owner's Lot for periods of thirty (30) days or longer, and as long as all leases provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of the Governing Documents; and that any failure by the lessee

to comply with any of the aforesaid documents, in any respect, shall be a default under the lease. All leases shall be for or of the entire Lot, except in the case of an occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence. Nothing contained herein shall be construed to permit any Owner to partition or divide a Lot or any portion of the residence constructed thereon to be used, occupied or leased as a separate and secondary residence within the primary residence constructed on the Lot.

Section 3.14. *Maintenance of and Non-Interference with Grade and Drainage.*

The grading upon each Lot shall be maintained by the Owner thereof at the slope and pitch fixed by the final grading thereof. No Owner shall interfere in any way with the established drainage pattern over the Lot, from adjoining or other real property. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading on the Lot is completed by the builder of residence or structure on the Lot in accordance with the Property's lot grading plan as approved by El Paso County or Colorado Springs. Any Owner who changes the established drainage on his or her Lot may void warranties applicable to affected components of the home and shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes. Each Owner shall hold harmless the Released Parties for any and all damage to any party caused by any change to the established drainage on the Owner's Lot.

ARTICLE 4. EASEMENTS

Section 4.1 *Easements.*

In addition to other easements which may be granted or reserved elsewhere in this Declaration, the following Sections describe easements to which the Property is or may be subject.

Section 4.2 *Maintenance, Repair and Replacement, Right of Access and Easement.*

The Declarant declares, establishes, grants, and reserves easements over each Lot in favor of the Declarant, the District, the ARC, and the Enforcement Committee, if any, including each of their respective agents, representatives, contractors and employees, for performing maintenance, repair, or replacement, or other services, and enforcement of any provision in the Governing Documents. The access easements granted in this Section 4.2 may be exercised only during reasonable hours after reasonable notice to the Owner of any affected Lot; provided, however, that no such notice is required in connection with any exterior, non-intrusive maintenance and in emergency situations entry upon a Lot may be made at any time, provided that Owner is notified of impending emergency entry as early as is reasonably possible. The interior of any residence or building is not subject to the easements provided for in this Section 4.2.

Section 4.3 *Easement for Access to District Property.*

If any portion of the Property is developed and subjected to a declaration of covenants, conditions and restrictions and becomes part of a homeowners association governing such portion

of the Property, any such declaration shall provide for an easement to all Owners and the District, for access to any property owned by the District which is accessible from property that becomes subject to that declaration and which is thereafter owned by any such homeowners association or which becomes part of the common elements of any such homeowners association.

Section 4.4 *Easement for Encroachments.*

Each Lot and any District-owned tracts adjacent to any Lot shall be subject to an easement for encroachments created by the original construction of residential dwellings on the Lots, settling, and overhangs. A valid easement for said encroachments and for the maintenance of the same, so long as it stands, shall and does exist.

Section 4.5 *Additional Easements.*

If the Declarant withdraws any portion of the Property from this Declaration, the Declarant shall retain whatever easements are reasonably necessary or desirable across the Property for access to and utility services for the portion of the Property withdrawn.

Section 4.6 *Limitations on Easements.*

The easements established pursuant to this Declaration (a) shall in no way affect, avoid, extinguish, or modify any other covenants, easements, limitations, reservations, or restrictions affecting all or part of the Property recorded prior to this Declaration and (b) shall not be interpreted or construed as preventing or precluding the construction, operation, and use of any Lot which is otherwise permitted by the terms of this Declaration.

Section 4.7 *Recorded Easements.*

In addition to all easements and rights-of-way recorded at the time of or before this Declaration, the Property, and all portions thereof, are subject to the easements shown on any plat of the Property.

ARTICLE 5. MAINTENANCE

Section 5.1 *General*

5.1.1 The maintenance, repair and replacement of all Improvements on each Lot, including exterior building surfaces, roofs, patios, porches, decks, sidewalks, and driveways on the Lot, shall be performed by the Owner thereof at such Owner's sole cost and expense. Any Improvements constructed or erected upon the Lot by any Owner after the initial construction of the residence on the Lot by the Declarant shall be maintained, repaired and replaced by the Owner of the Lot.

5.1.2. The residences constructed on or to be constructed the Lots are or will be attached along one or both of the side Lot lines via a party wall, subject to any recorded party wall agreement(s) that may be applicable thereto (each such residence an "**Attached**

Townhome" and each building containing Attached Townhomes, a **"Townhome Building")**. Because the exterior materials and colors used on each Attached Townhome in a Townhome Building were designed to coordinate and complement one another, careful consideration must be given by the Owners of the Attached Residences in any Townhome Building in relation to maintaining the overall appearance of the Attached Residences in such Townhome Building. The Owners of the Attached Residences in a Townhome Building are encouraged to coordinate the maintenance, repair and/or replacement of the exterior building surfaces, including the siding and roof, of such Attached Residences in order to maintain a consistent and uniform exterior appearance for the Townhome Building. The Declarant or the governing board of the District may promulgate Guidelines, as more fully set forth in Section 2.3 of this Declaration, as deemed necessary, advisable or appropriate to ensure that the exteriors of Attached Residences are maintained, repaired and/or replaced in such a uniform and consistent manner.

Section 5.2 *District's Right to Repair, Maintain and Reconstruct.*

In the event any Owner shall fail to perform his or her maintenance, repair and/or reconstruction obligations in a manner satisfactory to the governing board of the District, the District may, if said failure continues for a thirty (30) day period after written notice to the Owner, 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 reconstruction. The cost of such maintenance, repair or reconstruction shall be the personal obligation of the Owner of the Lot on which such work is performed and shall be part of the District's lien as described in Section 6.5.3.5 and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Colorado law.

Section 5.3 *Owner's Acts or Omissions.*

Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of any property owned and/or maintained by the District or any Improvements located thereon, is caused by the act or omission of any Owner, or by the act or omission of any member of such Owner's family or by a tenant, guest or invitee of such Owner, the cost of such repair, maintenance, reconstruction or expense to avoid such damage shall be the personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado and shall be part of the District's lien as described in Section 6.5.3.5 and shall be collectible by the District in the same manner as other fees authorized to be charged and collected by the District pursuant to Colorado law. A determination of the act or omission of any Owner, or any member of an Owner's family or a tenant, guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be made by the governing board of the District after providing the Owner with notice and the opportunity for a hearing.

ARTICLE 6. COVENANT ENFORCEMENT

Section 6.1 *Enforcement, Generally.*

Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Rules and Regulations, the Design Guidelines and any other Governing Documents, as at any time amended, may be by any proceeding at law or in equity against any Persons violating or attempting to violate any such provision, and possible remedies include all of those available at law or in equity. The Declarant and the District have the right, but not the duty, to institute, maintain and prosecute any such proceedings. No remedy shall be exclusive of other remedies that may be available. Subject to the provisions of Article 9 of this Declaration, in any action instituted or maintained under this Declaration or any other such documents, the prevailing party shall be entitled to recover its costs and attorneys' fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the Declarant, the District, the ARC, and/or the Enforcement Committee, if any, to enforce any covenant, restriction or other provision contained in this Declaration shall in no event give rise to any liability, nor shall such non-enforcement be deemed a waiver of the right to thereafter enforce any covenant, restriction or other provision of this Declaration. Each Owner, by acceptance of title to a Lot, assigns and delegates and consents to the assignment and delegation to the District, in their own name as an Owner of a Lot within the Property, the authority, power, right, and responsibility to enforce the Governing Documents. The foregoing shall include the right of the District to (a) send demand letters and notices, (b) charge interest and/or late charges, to levy and collect Fines, (c) impose liens (as provided in **C.R.S.** Section 32-1-100IG)(l), as amended), (d) negotiate, settle and/or take any other actions, with respect to any violation(s), or alleged violation(s), of any of the Governing Documents, (e) exercise self-help or take action to abate any violation of the Governing Documents, and/or (f) record a notice of violation.

Section 6.2 *Enforcement Committee.*

The governing board of the District shall have the right to establish a committee to enforce the Governing Documents (the "**Enforcement Committee**") and, upon its establishment, the members of the Enforcement Committee will be appointed and removed by the governing board of the District and shall have the same rights as the District under this Article 6 and as elsewhere set forth in this Declaration in relation to the enforcement of the Governing Documents. The District shall be responsible for the ministerial administration and enforcement of the Governing Documents, and has the right to: (a) accept complaints for violations of the Governing Documents; (b) submit complaints regarding violations of the Governing Documents; (c) inspect the Property for violations of the Governing Documents; (d) issue various notices to Owners regarding the Governing Documents; and (e) provide all ministerial administration and enforcement of the Governing Documents.

Section 6.3 *Purpose and General Authority.*

The District or the Enforcement Committee, if any, shall review all complaints and notifications provided by the Declarant, an Owner, a resident within the Property, or the ARC regarding any alleged violation of the Governing Documents. The District or the Enforcement

Committee, if any, also has the right to make an investigation on its own regarding potential violations. The District or the Enforcement Committee, if any, has the authority to determine whether a violation has occurred by any Owner or Occupant, and upon such determination, may issue to an Owner a notice of violation identifying the particular circumstances or conditions of the violation and require Owner to take such action as may be necessary to correct, remedy or otherwise remove the violation, including the time period in which the violation is to be remedied as further set forth in Section 6.5.

Section 6.4 *Fees and Expenses.*

All expenses of the District or the Enforcement Committee, if any, must be paid by the District with revenues derived from that portion of the Property with respect to which the District's or the Enforcement Committee's services are required or performed. The District has the right to charge Fees and Fines for costs of enforcement of the Governing Documents and the costs incurred to correct, remedy or otherwise remedy violations, in amounts which may be established by the District from time to time.

Section 6.5 *General Inspections; Violation Identified by Another Owner; Notice and Hearing; Remedies.*

6.5.1 Any member or authorized agent or consultant of the Enforcement Committee or the **ARC**, or any authorized officer, director, employee or agent of the District may enter upon any Lot, at any reasonable time after notice to Owner, as more fully provided in Section 4.2, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Property for alleged violations of the Governing Documents.

6.5.2 If (i) an investigation or inspection reveals that any part or portion of a Lot is not in compliance with the Governing Documents or any action is being taken in violation of the Governing Documents, (ii) the ARC has submitted a Notice of Noncompliance with respect to a Lot, or (iii) another Owner or Occupant has submitted a complaint in accordance with the Rules and Regulations, the District or the Enforcement Committee, if any, may send a notice of alleged violation (a "**Notice of Alleged Violation**") to the Owner of such Lot in accordance with the Rules and Regulations.

6.5.3 If, after receipt of the Notice of Alleged Violation, the Owner fails to remedy the violation within the time period specified in the Notice of Alleged Violation or thereafter violates the same covenant or rule, the District shall have all remedies available to it at law or in equity, including, without limitation, the following remedies and any other remedies set forth herein:

6.5.3.1 The District may record a notice of violation against the Lot on which the violation exists;

6.5.3.2 The District has the right to remove, correct or otherwise remedy any violation in any manner the District deems appropriate;

6.5.3.3 The District may file an action for injunctive relief to cause an existing violation to be brought into compliance with the Governing Documents and the District shall recover all costs and attorneys' fees associated with bringing the action;

6.5.3.4 The District may levy and collect Fees, charges, penalties and Fines for the violation of any provisions of the Governing Documents. Prior to the imposition of any Fines, the District or the Enforcement Committee, if any, shall give the Owner to be subject to the Fine notice and the opportunity for a hearing before the governing board of District or the Enforcement Committee, if any. The Rules and Regulations may further define the process by which such Fines may be imposed, including but not limited to establishing the schedule of Fines to be imposed.

6.5.3.5 The District may collect, and shall have a statutory perpetual lien pursuant to § 32-1-1001(1)G)(I), **C.R.S.** against the Lot subject to the violation to secure, (1) payment for reimbursement by the violating Owner for any remedial work performed by the District to remove, correct or otherwise remedy the violation, (2) payment for expenses incurred in obtaining injunctive relief, including costs and attorneys' fees, (3) payment of any Fines levied by the District against such Lot, plus the following amounts, to the extent not inconsistent with applicable laws, (4) interest on such amount at a rate equal to eighteen percent (18%), and (5) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees.

Section 6.6 *No Liability.*

The Released Parties are not liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damages or in equity. In reviewing any alleged violation, the Released Parties are not responsible for any issue related to the alleged violation. No Owner or other Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to the actions of the Released Parties and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The members of the governing board of the District, the ARC, and the Enforcement Committee members, acting in that capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the governing board of the District, the ARC, and the Enforcement Committee members, acting in that capacity, shall have no personal liability with respect to any contract or other commitment made or action taken on behalf of the District, the ARC and/or the Enforcement Committee, if any.

ARTICLE 7. ANNEXATION OF ANNEXABLE AREA

Those portions of the Annexable Area described in that certain Plat as lots may, from time to time, become part of the Property and subject to this Declaration, effective upon the recordation of an Annexing Deed for such portion of the Annexable Area in the office of the Clerk and Recorder of the El Paso, Colorado. Upon recordation of an Annexing Deed for a portion of the Annexable Area, such portion shall thereupon, automatically and without any further action by any other party, constitute a Lot which is part of the Property, and such Lot shall, from and after the date of the recordation of such Annexing Deed, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the restrictions and covenants set forth in this Declaration, for the duration thereof.

ARTICLE 8. RESERVED DECLARANT RIGHTS

Section 8.1 *Development Rights.*

The Declarant reserves for itself and its successors and assigns the following rights or combination of rights (the "**Development Rights**"), as more fully provided herein:

- 8.1.1 To add real estate to the Property;
- 8.1.2 To create Lots;
- 8.1.3 To reconfigure or replat Lots; or
- 8.1.4 To withdraw real estate from the Property.

The Declarant may exercise its Development Rights in all or any portion of the Property, and no assurances are made as to the boundaries or order of exercise of any such Development Rights.

Section 8.2 *Special Declarant Rights.*

The Declarant reserves for itself the following "**Special Declarant Rights**": to build and complete Improvements in or on the Property; to exercise any Development Right; to maintain sales offices, construction offices, management offices, and signs advertising the Property and sale of Lots; or to use easements through the Property for the purpose of making Improvements within the Property. All of the Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Property.

Section 8.3 *Period of Declarant's Rights.*

The Declarant may exercise any or all of its Development Rights or its Special Declarant Rights at any time and from time to time. The Development Rights and the Special Declarant Rights shall terminate automatically at such time as the Declarant no longer owns any of the Property subject to this Declaration.

Section 8.4 *Subdivision of Lots.*

The Declarant hereby reserves for itself and its successors and assigns the right to subdivide, plat, reconfiguration of any Lot(s) owned by the Declarant in the Property. Each such subdivision, lot reconfiguration, split or platting may change the number of Lots in the Property. The foregoing reservation includes the right to move any lot lines on Lots for the purpose of accommodating Improvements which are, or may be constructed. The rights reserved to the Declarant in this Section shall terminate automatically as provided in Section 8.3 of this Declaration.

Section 8.5 *Annexation; Withdrawal.*

8.5.1 In addition to annexation as provided in Article 7 of this Declaration, the Declarant reserves the right to add additional property to the Property and subject the same to this Declaration, so long as Declarant owns the property to be added, or with the consent of the owner of such property if not owned by the Declarant. Each such annexation, if any, may be affected by the Declarant by recording an annexation document in the records of the Clerk and Recorder of the El Paso County, Colorado. The rights reserved to the Declarant in this Section shall terminate automatically as provided in Section 8.3 of this Declaration.

8.5.2 The Declarant reserves the right to withdraw the Property, or any portion thereof, including one or more Lots, from this Declaration, so long as the Declarant owns the portion of the Property to be withdrawn, or with the consent of the Owner of the property to be withdrawn if not owned by the Declarant. Each withdrawal, if any, may be affected by the Declarant recording a withdrawal document in the records of the Clerk and Recorder of the El Paso County, Colorado. A withdrawal pursuant to this Section constitutes a divestiture, withdrawal, and deannexation of the withdrawn property from this Declaration so that, from and after the date of recording of a withdrawal document, the property so withdrawn shall not be part of the Property. The rights reserved to the Declarant in this Section shall terminate automatically as provided in Section 8.3 of this Declaration.

Section 8.6 *Rights and Easements of Declarant.*

Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for the Declarant, and its employees, agents, and contractors to perform such reasonable activities, and maintain Improvements, tools, equipment, and facilities incidental to development, construction, use, rental, sale, occupancy, and/or advertising on the portion of the Property owned by them in accordance with this Declaration and any other covenants, including, without limitation, any builder covenants, encumbering the Property. The foregoing includes locating, maintaining and relocating management offices, construction offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations on the portion of the Property owned by such parties. In addition, nothing contained in this Declaration shall limit the rights of the Declarant, or require the Declarant, to obtain approvals:

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

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

8.6.3 To seek or obtain any approvals under this Declaration for any such activity.

ARTICLE 9. ALTERNATIVE DISPUTE RESOLUTION

Section 9.1 *Definitions Applicable to this Article 9.*

For purposes of this Article 9 only, the following terms have the meanings set forth in this Section 9.1:

9.1.1 "JAG" means the Judicial Arbiter Group or any other Person agreed to by the Claimant and Respondent in writing for the purpose of performing the functions of the Judicial Arbiter Group under this Declaration.

9.1.2 "Bound Party" means each of the Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Article 9. Notwithstanding the foregoing, "Bound Party" does not include any of the parties identified in this subsection 9.1.2 if such parties have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim. In such circumstance, the dispute resolution mechanism set forth in such separate written agreement between such parties shall apply with respect to such Claim unless the parties mutually agree to submit such Claim to the provisions of this Article 9.

9.1.3 "Claimant" means any Bound Party having a Claim.

9.1.4 "Claim" means, except as exempted by the terms of this Article 9, (i) any claim, grievance or dispute between one Bound Party and another, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Bound Party under any of the Governing Documents; or (ii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

9.1.5 "Notice" means the written notification given by a Claimant to a Respondent and which shall comply with the requirements of subsection 9.5.1

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

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

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

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

Section 9.2 *Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.*

9.2.1 Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in Section 9.5.

9.2.2 By acceptance of a deed to a Lot, each Owner agrees to abide by the terms of this Article 9.

9.2.3 Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article 9.

Section 9.3 *Commencement or Pursuit of Claim Against Bound Party.*

9.3.1 A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article 9.

9.3.2 Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 9.4 *Claims.*

Unless specifically exempted below, all Claims between any of the Bound Parties are subject to the provisions of Article 9. Notwithstanding the foregoing, unless all Parties otherwise agree, the following are not Claims and shall not be subject to the provisions of this Article 9:

9.4.1 Any action or suit by the District, the ARC, the Enforcement Committee, or the Declarant to enforce any provisions of the Governing Documents, including obtaining a temporary restraining order or injunction (or equivalent emergency equitable relief), collection of any Fees or Fines imposed by the District, and such other ancillary relief as a court may deem necessary;

9.4.2 Any suit between or among Owners, which does not also include the Declarant, the District, the ARC, or the Enforcement Committee as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

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

Section 9.5 *Mandatory Procedure.*

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

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

9.5.1.2 The legal basis of the Claim (i.e., the specific authority out of which the Claim arises) and the proposed remedy; and

9.5.1.3 The fact that Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that the Claimant will meet with the Respondent within a reasonable time after such inspection to discuss in good faith ways to resolve the Claim.

9.5.2 *Negotiation and Mediation.*

9.5.2.1 The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, any Party may appoint a representative to assist the Parties in negotiation.

9.5.2.2 Upon the Termination of Negotiations, the Claimant has thirty (30) days to submit the Claim to mediation under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in subsection 9.5.1.

9.5.2.3 If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, the Claimant waives the Claim, and the Respondent will be released and discharged from any and all liability to the Claimant on account of such Claim.

9.5.2.4 Any settlement of the Claim through mediation must be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator must issue a notice of Termination of Mediation.

The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

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

9.5.2.6 If the Parties agree to a resolution of any Claim through negotiation or mediation and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article 9. In such event, the Party taking action to enforce the agreement will recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

9.5.3 *Binding Arbitration.*

9.5.3.1 Upon the Termination of Mediation, if the Claimant desires to pursue the Claim, the Claimant may initiate final, binding arbitration of the Claim under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in Section 9.5 of this Declaration. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, one arbitrator who has expertise in the areas of dispute, which may include legal expertise if legal issues are involved, will arbitrate the dispute.

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

Section 9.6 *Award.*

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

ARTICLE 10. GENERAL PROVISIONS

Section 10.1 *Powers and Authority.*

The District is authorized to perform covenant enforcement and design review services as set forth in this Declaration, and the District has agreed to perform covenant enforcement and design review services as set forth in this Declaration. The District may exercise with regard to the Property, all powers and authority reasonably necessary to administer the rights and duties of the District under this Declaration, including, without limitation: (a) the power to adopt and amend budgets for revenues, expenditures, and reserves; (b) the power to collect taxes and Fees from Owners to administer its duties and obligations provided in this Declaration; (c) the power to manage and enforce the Governing Documents; (d) the power to contract with a third-party property manager for the management of the Property and/or for any or all other duties and responsibilities related to the overall operation of the Property; and (e) all other rights, powers and authority necessary to enforce this Declaration. The District has the power to levy Fees, Fines and other penalties for violations of the Governing Documents, as allowed by applicable law and as set forth in this Declaration.

Section 10.2 *Rules and Regulations.*

Rules and Regulations affecting, concerning and governing the Lots and/or the Property may be adopted, amended or repealed from time to time as provided herein and the governing board of the District may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of Fines for the violation of any such Rules and Regulations. The Rules and Regulations, if any, may impose additional restrictions affecting, concerning and governing the Lots and/or the Property not otherwise provided for herein, and may state procedural requirements, interpretations, clarifications and applications of any provision(s) of this Declaration or the Design Guidelines and law, including blanket requirements, blanket interpretations, and blanket applications. The Rules and Regulations may vary for different types of Lots. Any Rules and Regulations that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, this Declaration and all provisions hereof

Section 10.3 *Severability.*

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

Section 10.4 *Minor Violations of Setback Restrictions.*

If upon the erection of any structure or Improvement, it is disclosed by a survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Lot immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of this the Governing Documents, if any. A "minor violation," for the purpose of this Section, is a

violation of not more than four (4) feet beyond the required setback lines or Lot lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

Section 10.5 *Duration, Revocation and Amendment.*

10.5.1 Each and every provision of this Declaration shall run with and bind the Property perpetually from the date of recording of this Declaration. This Declaration may be amended and/or supplemented by the affirmative vote or agreement of Owners of at least sixty-seven percent (67%) of the Lots subject to the Declaration, with each Lot having one vote, and with the prior written consent of the District. In addition, any amendment to Article 9 of this Declaration or to any provision affecting the rights granted or reserved to the Declarant shall also require the written consent of the Declarant.

10.5.2 Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical or technical errors. Such right of amendment shall terminate automatically as provided in Section 8.3 of this Declaration.

10.5.3 No action to challenge the validity of this Declaration may be brought more than one year after the recording of this Declaration. Further, no action to challenge the validity of any amendment to this Declaration may be brought more than one year after the recording of such amendment.

Section 10.6 *Notices.*

Unless otherwise required by applicable law or this Declaration, any requirement to deliver any notice, statement, demand, document or record to an Owner shall be deemed satisfied by sending the same to an Owner by electronic delivery if the Owner has provided an electronic mail or delivery address to the District. Otherwise, an Owner shall register his mailing address with the District, and any notice, statement, demand, document or record intended to be delivered upon an Owner must be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. If any Owner fails to notify the District of a registered address, then any notice, statement, demand, document or record may be delivered or sent to such Owner at the address of such Owner's Lot.

Section 10.7 *Limitation on Liability.*

The Declarant, the District, the ARC, the Enforcement Committee, if any, and their respective directors, officers, shareholders, members, partners, agents and employees, shall not be liable to any Person for any action or for any failure to act arising out of the Governing Documents, if any, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, neither the District, the ARC, nor the Enforcement Committee waives, and no provision of this Declaration is a waiver of, the immunities and limitations to which the District, the ARC and the Enforcement Committee, if any, have as a matter of law, including the Colorado

Governmental Immunity Act, §24-10-101, et seq. **C.R.S.**, as amended. Any releases and waivers in this Declaration apply to this Section 10.7.

Section 10.8 *No Representations, Guaranties or Warranties.*

To the fullest extent permitted by Colorado law, the Declarant, the District, the ARC, the Enforcement Committee, if any, and their respective directors, officers, shareholders, members, partners, agents and employees, disclaim all warranties of any kind, express or implied, including, without limitation, any implied warranties of habitability, suitability, or fitness for a particular purpose, and no representations, guaranties or warranties of any kind, express or implied, including, without limitation, any implied warranties of habitability, suitability, or fitness for a particular purpose are given or made by the Declarant, the District, the **ARC**, the Enforcement Committee, if any, and any of their respective directors, officers, shareholders, members, partners, agents, and employees, in connection with any portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects in design or construction, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision of the lots, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically set forth in writing.

Section 10.9 *Disclaimer Regarding Safety.*

THE DECLARANT, THE DISTRICT, THE ARC, THE ENFORCEMENT COMMITTEE, IF ANY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A LOT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT THE FOREGOING ARE OBLIGATED TO DO ONLY THOSE ACTS SPECIFICALLY ENUMERATED IN THIS DECLARATION, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY.

Section 10.10 *District May Assign.*

The District may engage one or more third party independent contractors to carry out and enforce all or a portion of the provisions of the Declaration, the Design Guidelines, the Rules and Regulations and any supplemental documents and agreements related to the provision of covenant enforcement and design review services within the Property. Any such contractors shall be engaged under the sole direction and of control of the District.

Section 10.11 *Waiver.*

By acceptance of a deed to a Lot, each Owner releases, waives, and discharges the Declarant, the District, the ARC, and the Enforcement Committee, if any, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or property risks set forth in this Declaration.

Section 10.12 *Headings.*

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

Section 10.13 *Gender.*

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

Section 10.14 *Action.*

Any action that has been or may be taken by the Declarant, the District, the ARC, the Enforcement Committee, if any, or any other Person, may be taken "at any time, from time to time." Each provision that authorizes, directs or permits action shall be deemed to include such language.

Section 10.15 *Sole Discretion.*

All actions which are to be taken by, or on behalf of, the Declarant, the District, the ARC, or the Enforcement Committee, if any, or any other Person, shall be deemed to be taken "in the sole discretion" of such Person.

Section 10.16 *Use of "Include," "Includes," and "Including."*

All uses, in this Amended and Restated Declaration, of the words "include," "includes," and "including," shall be deemed to include the words "without limitation" immediately thereafter.

Section 10.17 *No Waiver.*

No term or condition of this Declaration shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq. afforded to the District, the Enforcement Committee, if any, and/or the ARC.

Section 10.18 *Exemption.*

Notwithstanding anything in this Declaration to the contrary, (a) neither the Declarant, nor any of its activities shall in any way be subject to the control of, or under the jurisdiction of the District, the ARC or the Enforcement Committee, if any (including any Design Guidelines or Rules and Regulations), nor shall the Declarant be required to seek the approval or consent of the District, the ARC or the Enforcement Committee, if any, for any construction or other work to be performed by or on behalf of the Declarant in the Property and (b) nothing contained in this Declaration shall

be construed to prevent or limit (i) the Declarant's exercise or enjoyment of any Special Declarant Rights or any other right of the Declarant under this Declaration or (ii) the conduct by the Declarant or its employees or agents, as applicable, of any activity, including, without limitation, the erection or maintenance of temporary structures, trailers, improvements or signs, necessary or convenient to the development, construction, marketing or sale of the Property or any other property.

Section 10.19 Runs with the Land; Binding Upon Successors.

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

Section 10.20 District Lien.

The lien of the District for any fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District imposed pursuant to Section 32-1-1001, **C.R.S.** is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Site subject to this Declaration shall constitute a waiver of the homestead exemption as against said lien.

ARTICLE 11. DISCLOSURES

Section 11.1 No Liability for Condition of the Property/Nuisances/Hazards Associated with Adjacent Lands.

By purchasing a Lot, or any portion thereof, each Owner acknowledges that the Lot may be located adjacent to or in relatively close proximity to property utilized for commercial and other non-residential uses (collectively the "**Adjacent Properties**") and further the Lot may be built on land affected by amendment to the land or soil conditions (including expansive soils corrections) resulting from construction, engineering, grading, and soil preparation. Owners recognize and assume the risks of owning property adjacent to or within relatively close proximity to the Adjacent Properties and the risks of the condition of the land and soils. Such risks include, without limitation: (i) expansive soils conditions and drainage issues on or under the Property and (ii) injury to person and property arising out of, or resulting from, the operation, maintenance and use of the Adjacent Properties, noise associated with the Adjacent Properties, noise, odors, and attractive nuisances to children (all of the above being collectively referred to as the "**Property Risks**"). The Released Parties shall have no liability for any personal injury or property damage resulting from the Property Risks. By virtue of taking title to a Lot subject to this Declaration, each Owner for itself and its heirs, personal representatives, executors, tenants, successors, assigns, invitees and licensees: (i) assumes the risk of loss, injury or damage to property or persons resulting from the Property Risks; (ii) agrees to obtain such policies of insurance as may be necessary to insure such Owner and Occupant from injury or damage to property or person resulting from the Property Risks; (iii) releases and holds harmless the Released Parties and discharges the same from any liability for any personal injury or property damage resulting from the Property Risks,

including, without limitation, ansmg from the negligence of the Released Parties, and (iv) indemnifies (including the payment of reasonable costs and attorneys' fees) the Released Parties from and against any claims, actions, suits, demands and compensations, either at law or in equity, brought against or incurred by the any of the Released Parties for or on account of any damage, loss, or injury either to person or property, or both, resulting directly or indirectly from any of the Released Parties.

Section 11.2 *Land Use Documents.*

The Property is being developed in accordance with the land use regulations of the City of Colorado Springs and County of El Paso, Colorado. The Declarant, for itself, its successors and assigns, reserves the right to obtain modifications and amendments to all land use documents, subject to the approval of the City of Colorado Springs and County of El Paso, Colorado. Such modifications and amendments could change the uses of the Property and adjacent and nearby land from the uses which are set forth in the land use documents. The Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the Property can or will be carried out, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that such use will continue in effect.

Section 11.3 *Future Development and Views.*

Owners acknowledge that existing views, if any, of the immediate and surrounding areas and mountains may be subject to change or elimination as a result of future development of non-residential and residential uses, road construction, tree growth and landscaping. The Declarant may charge premium prices for similar houses or lots depending on a variety of factors, which may include location, lot size, cul-de-sac frontage, solar orientation or proximity to open space. The market value of these factors may be subjective. Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property, the Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Lot, each Owner accepts title to such Lot, as applicable, subject to the foregoing, and waives and releases any claim against the Declarant or the District arising out of or associated with any of the foregoing.

Section 11.4 *Separate Ownership of Surface and Subsurface Rights.*

Ownership of subsurface rights, including mineral rights, oil, gas, and other hydrocarbons, underlying the Property may be separate from surface rights. The owners of such mineral rights, oil, gas and other hydrocarbons and their successors, assignees and lessees reserve the right to exercise all rights of exploration, extraction and removal of the same as allowed by applicable laws.

Section 11.5 *Safety and Security.*

Each Owner and Occupant is responsible for their own personal safety and the security of their property in the Property. The District may, but shall not be obligated to, maintain or support certain activities designed to enhance the level of safety or security in accordance with applicable law. Neither the Declarant nor the District shall in any way be considered insurers or guarantors of safety or security within the Property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Section 11.6 *Disruption from Development and Construction.*

Each Owner agrees that there are inconveniences which will accompany the construction of Improvements within the Property, including, without limitation, construction noise, portable toilets, construction traffic, uncompleted buildings, areas not landscaped, potholes and construction supplies stored in plain view and general inconvenience associated with construction sites and related issues. Each Owner, by taking title to any Lot, waives any claims associated with the inconveniences, nuisance and hazards associated with such construction.

Section 11.7 *View Impairment.*

Neither the Declarant nor the District guarantee or represent that any view over and across the Lots or other Improvements, or that any open space will be preserved without impairment, nor is there any obligation to relocate, prune, or thin trees or other landscaping. The Declarant has the right to add trees, walls, fences, berms, or other structures, signs, lighting, water features and other landscaping from time to time, without regard to any view impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

[The remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Declarant, as the owner of the Property, has hereunto set its hand and seal on the date as set forth above.

DECLARANT:
LOKAL COMMUNITIES, LLC,
a Colorado limited liability company

By: _____

Name: LAURA E. LOKAL

Title: MANAGING MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13th day of December, 2022, by LAURA E. LOKAL as MANAGING MEMBER of Lokal Communities, LLC, a Colorado limited liability company.

Witness my hand and official seal.

{SEAL}

Benita Sherman
Notary Public
My Commission expires: JANUARY 2, 2026



CONSENT OF DISTRICT

The undersigned, Vistas at West Mesa Metropolitan District, hereby agrees to the rights and obligations of the District as set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions of Vistas at West Mesa.

IN WITNESS WHEREOF, the undersigned as hereto set its hand this 13th day of December, 2022.

VISTAS AT WEST MESA METROPOLITAN DISTRICT

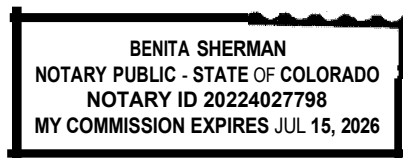
By: [Signature]
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 13th day of December, 2022, by Vistas at West Mesa Metropolitan District, as "the District" of Vistas at West Mesa Metropolitan District.

Witness my hand and official seal.

{SEAL}



[Signature]
Notary Public
My Commission expires: 3rd Q 2026

EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF VISTAS AT WEST MESA

LOTS 7 THROUGH 12, INCLUSIVE,
LOTS 23 THROUGH 34, INCLUSIVE,
LOTS 45 THROUGH 56, INCLUSIVE,
LOTS 67 THROUGH 78, INCLUSIVE,

CENTENNIAL TOWNES FILING NO. 1,
CITY OF COLORADO SPRINGS,
COUNTY OF EL PASO,
STATE OF COLORADO

**EXHIBITB
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF VISTAS AT WEST MESA**

(Annexable Area)

Those portions of the property legally described and labeled as numbered lots, roads, tracts, or alleys on the Centennial Townes Filing No. I plat, with the exception of those included in Exhibit A hereto.

**Vistas at West Mesa Metropolitan District
(the “District”)**

**DESIGN GUIDELINES
(the “Guidelines”)**

**ADOPTED:
May 23, 2024**

UPDATED:

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ARTICLE I - INTRODUCTION

- 1.1 **Basis for Guidelines.** These Guidelines are intended to assist Owners living in the District in implementing home improvements on their property. The Declaration of Covenants, Conditions and Restrictions of Vistas at West Mesa (the "Declaration") requires prior written approval before construction, installation, erection, or alteration of any structure, attachment to any structure, or alteration of landscaping on any Lot within the District. For instance, Owners must submit for approval prior to installation of exterior decor, changes to the exterior of the home, construction or installation of accessory storage, modifications to the patio or balcony, demolition or removal of any accessory structure, or change in paint colors. In order to assist Owners, the Declarant intends to establish certain pre-approved designs for several types of improvements and to exempt certain improvements from the requirement for approval.
- 1.2 **Contents of Guidelines.** In addition to the introductory material, these Guidelines contain: (A) a listing of specific types of improvements that Owners might wish to make with specific information as to each of these types of improvements; (B) a summary of procedures for obtaining approval from the ARC; and (C) helpful ideas and information.
- 1.3 **Effect of Community and Supplemental Resolutions.** The Declaration governs the property. Copies of the Declaration, including amendments, are available at any time by download from the District website or by request to District Management. Each Owner should review and become familiar with the Declaration including amendments. Nothing in these Guidelines supersedes or alters the provisions or requirements contained within the Declaration. In the event of conflict or inconsistency between the Declaration and these Design Guidelines, the Declaration, as amended, will control.
- 1.4 **Effect of Governmental and Other Regulations.** Use of property and any improvements must comply with applicable building codes and other governmental requirements and regulations. For general information regarding the City of Colorado Springs and El Paso County requirements, Owners should visit the Pikes Peak Regional Building Department (PPRBD) website or request information in person at the PPRBD offices.

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

- 1.5 **Interference with Utilities.** In making improvements to property, Owners are responsible for locating all water, sewer, gas, electric, cable television, telecommunication or other utility lines or easements. Owners should not construct any improvements over such easements without the consent of the respective utilities. Owners will be financially responsible for any damage to utility lines occurring as result of Owner's interference. Underground utility lines and easements can be located by contacting: Utility Notification Center of Colorado 1-800-922-1987 OR 811.
- 1.6 **Purpose of Guidelines.** Compliance with these Guidelines and the provisions of the Declaration will preserve the inherent architectural and aesthetic quality of the community. It is important that improvements to property be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation between the ARC and neighbors will aid in creating an optimum environment, which will benefit all Owners. By adhering to these Guidelines and obtaining prior written ARC approval for improvements to property, Owners protect their financial investment and ensure improvements are compatible with established standards. Questions arising as to the correct interpretation of any terms, phrases or language contained in these guidelines, shall be subject to interpretation by the ARC and such interpretation shall

be final and binding.

ARTICLE II - SPECIFIC TYPES OF IMPROVEMENTS – GUIDELINES

The following is a listing, in alphabetical order, of a wide variety of specific types of improvements which Owners typically consider installing, and pertinent information as to each. This is not an exhaustive, all-inclusive list. Contact District Management to confirm requirements or the need to submit PRIOR to commencing work on any exterior improvements, modifications, alterations, or installations. Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the ARC and written approval of the ARC obtained before the improvements commence. In some cases, where it is specifically so noted, Owners may proceed with the improvements without advanced approval, provided the stated guidelines are followed. In some cases, where specifically stated, certain types of improvements are expressly prohibited.

- 2.1 **Accessory Buildings/Structures.** Are not permitted. The limited space available on the exterior patios of each Unit prohibits the placement of any accessory building outside of the home, including but not limited to Sheds, Saunas, Gazebos, and Greenhouses.
- 2.2 **Additions and Expansions.** Are not permitted.
- 2.3 **Address Numbers.** Approval is required to replace or relocate existing address numbers. Address numbers must be displayed in contrasting color and be visible from the street in accordance with all governmental regulations at all times.
- 2.4 **Advertising.** Approval is not required for trade signs displayed within a private patio or balcony, which include but are not limited to, landscaping, painting, and roofing. Trade signs may only be displayed while work is in progress and must be removed upon completion of the job.
- 2.5 **Air Conditioning Equipment/HVAC.** Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators. No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops or extended from windows.
- 2.6 **Antennae & Satellite Dishes.** Approval is not required, but notification is. The District has adopted the following rules, regulations and restrictions, which shall be subject to all applicable laws for the installation and maintenance of exterior antennas in the community in compliance with the Federal Communications Commission Rule, which became effective October 4, 1996:
 - A. **Notification.** In relation to the installation of any direct broadcast satellite (DBS) satellite dish that is one (1) meter or less in diameter, multi-channel multi-point distribution service wireless cable (MMDS) antenna that is one meter or less in diameter or diagonal measurement, or television antenna, the Owner of the property where the antenna is being installed must notify the District in writing of such installation using an Architectural Request Form.
 - B. **Location.** The primary installation location for a DBS satellite dish and MMDS antenna shall be freestanding, within a unit's private patio or balcony, and shielded from view from the street(s) and adjacent homes, provided such location does not preclude reception of an acceptable quality signal. If an acceptable quality signal cannot be received from within

a unit's private patio or balcony, the antenna should be installed on a location on the Lot that is the least visible from streets and other Lots from which an acceptable quality signal can be received and such installation does not unreasonably delay or increase the cost of installation, maintenance, or use of the antenna.

- 2.7 **Awnings, Overhangs, Patio Covers, and Shade Structures.** Approval is required. An overhang or awning should be an integral part of the home or patio design and retractable. The color must be the same as, or generally accepted as a complementary color to the exterior of the home. ARC applicants must provide a swatch of the material to be used. Size and material proposed will be considered.
- 2.8 **Barbecue/Gas Grills/Outdoor Kitchens/Smokers.** Open flame cooking devices (gas, charcoal, wood, etc.) are not permitted. BBQ grills that are fueled by electricity shall be operated in compliance with all building and fire safety codes and regulations for the area, which prohibit operation within fifteen feet (15') of a neighboring structure or combustible material, such as a tree, bush, or common fence. Electric cooking devices must be stored in an enclosed garage or on a ground level patio when not in use.
- 2.9 **Basketball Backboards.** Are not permitted. No basketball backboards shall be attached to the home or garage and neither portable nor permanent backboard mounting poles shall be permitted.
- 2.10 **Birdbaths, Birdhouses, and Bird Feeders.** Are not permitted due to the potential for exterior building damage resulting from the attraction of wildlife.
- 2.11 **Clothes Lines and Hangers.** Approval is not required when placed within a private patio or balcony, screened from view of the street(s) and the ground level of adjacent Lots. All clotheslines must be retractable and retracted when not actively in use.
- 2.12 **Compost.** Approval is required. Container must be located within a private patio or balcony and must not be immediately visible to adjacent properties. In accordance with City Ordinance, composting must be conducted in a bear-proof container and resulting odors must be controlled. Underground and loose-pile composting is not permitted.
- 2.13 **Decks, Patios, and Porches.** Approval is required prior to the replacement or alteration of any deck, patio, or porch. Materials (maintenance-free or otherwise) must be of coloring that is harmonious with the exterior of the home.

Owners are reminded that "maintenance-free" decking products may also require periodic maintenance for proper care and to retain the product's aesthetic conformity, including but not limited to, fading, warping, etc.
- 2.14 **Décor.** Approval is required for installation or placement of exterior decorations, including but not limited to exterior wall art, curtains, and kinetic fixtures.
- 2.15 **Dog Runs.** Are not permitted.
- 2.16 **Doors.** Approval is not required for replacement of an existing main entrance door to a home or garage, provided the design, material, and color match the existing/original doors on the home, prior to installation. Variation of design, material, or color of an exterior door requires approval prior to installation.

- A. **Screen and Storm Doors.** Approval is required for all screen and storm doors. Screen and storm doors should be absent of ornate patterns or designs, and of coloring generally accepted as a complimentary color with the exterior of the home.
- B. **Security Doors and Windows.** Approval is required for all security or security-type doors and windows prior to installation. Security doors with bars, grilles, or ornamental designs may be restricted.

2.17 **Drainage and Grading.** Alteration is not permitted. The Declaration requires that there be no interference with the established drainage pattern over any Lot. The established drainage pattern means the drainage pattern as engineered and constructed by the homebuilder prior to conveyance of title from the home builder to the individual homebuyer. It is very important to ensure that water drains away from the foundation of the home and that the flow patterns prevent water from flowing under or against the home foundation, walkways, sidewalks, driveways, or the same of any adjacent home. The ARC may require a report from a drainage engineer as part of an improvement plan approval. Landscaping should conform to the established drainage pattern. Sump pump drainage should be vented in a landscaped area, a reasonable distance from the property line to allow for absorption. Adverse effects to adjacent properties will not be tolerated.

2.18 **Fences.** Are not permitted. See Handrails & Railings Section 2.21.

2.19 **Handrails & Railings.** Approval is required prior to installation or alteration of handrails or railings. All handrails and Railings must be wrought iron and black in color. Deck, balcony, and patio railings must be three feet and six inches (3'6") tall.

Approval is required for gap-cover or privacy screening on balcony or patio railings. No plastic or metal chicken wire, hog wire, barbed wire, chain link, or strand wire will be permitted other than breathable mesh or canvass coverings, installed on the interior of the railing, and cream or black in color.

Deteriorated materials must be replaced by the Owners with materials identical to the original in quality, quantity, and design.

2.20 **Fire Pits.** Are not permitted..

2.21 **Flag/Flagpoles.** Approval is not required for installation of one (1) flagpole no more than five feet (5') in length affixed to the wooden framing on either side of the the front door, balcony door, or garage door of the home. No flag shall exceed twenty square feet (20'²) in surface area.

Vertical, freestanding flagpoles are not permitted.

Flags must be displayed and well maintained in a clean and attractive condition. It is each Owner's responsibility to comply with all applicable state and local statutes, ordinances, and regulations. No flags may be displayed on common areas, unless displayed for marketing purposes by the Declarant or a homebuilder.

2.22 **Gardens-Flower or Vegetable.** Approval is required for flower or vegetable garden planters. Planters placed on patios or balconies must be raised with a drainage system to prevent drainage contact with the building. Planters may not exceed four square feet (4'²) in total. All flower and vegetable gardens must be consistently weeded, cared for, and maintained.

Each Owner may place up to three (3) potted plants on the front stoop of the home in such a manner as to avoid creating a trip hazard. Potted plants must incorporate drip basins to prevent staining of surrounding surfaces.

- 2.23 **Landscaping.** Owners are not permitted to alter the exterior landscape or irrigation system. The District shall maintain all landscaping throughout the community in conjunction with the landscape maintenance contract and scope of work as shall be engaged by the Board annually.
- 2.24 **Latticework.** Approval is required for any variety of trellis or latticework.
- 2.25 **Lights and Lighting.** Approval is required for exterior lighting. Exterior lighting should be directed toward the ground and be of low wattage to minimize the glare to neighbors. The use of motion detector spotlights, high-wattage spotlights or floor lights, and ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) may be restricted. Permanent lighting systems (i.e. jellyfish lights, gemstone lights, etc.) must be pre-approved and will be subject to additional use regulations, including but not limited to color, hours of use, or wattage restrictions, to prevent a nuisance and minimize light pollution, as may be established by the Board of Directors from time-to-time. See Seasonal Decorations Section 2.62.
- 2.26 **Painting.** Approval is not required for painting provided the color and/or color combinations are identical to the color established on the home. Any changes to the color of the home must be submitted for approval and must be generally accepted as a complementary color to the exterior of the home.

ARC Requests involving a change in exterior color scheme must be accompanied by the paint/stain, Manufacturers information, color name, and paint code or formula, as well as a diagram of the home, indicating the intended location for application of each proposed color.
- 2.27 **Pipes.** Approval is not required for repairs to the plumbing within the walls of the Unit. See Utility Equipment Section 2.80.
- 2.28 **Play Structures and Sports Equipment.** Are not permitted.
- 2.29 **Playhouses.** Are not permitted on balconies or in the common areas. Approval is required for placement of playhouses on ground level patios. Combustible materials are not permitted.
- 2.30 **Pools, Hot Tubs and Jacuzzis.** Are not permitted.
- 2.31 **Radon Mitigation.** Approval is not required; however, all exterior portions of the system shall be painted to match to the exterior rain gutter system on the home.
- 2.32 **Rooftop Equipment.** Approval is required.
- 2.33 **Roofing Materials.** Approval is required for all roofing materials. All buildings constructed on the properties should be roofed with materials of identical quality, type, and color as originally used by the Declarant or participating builder. Repairs to an existing roof using the same building material that exists on the home, do not require prior approval, however, attention should be paid to avoid color fading discrepancies.

- 2.34 **Seasonal/Holiday Decorations.** Approval is not required for seasonal decorations, depicting generally accepted colors, animal, or nature themes associated with each season, which are removed at the generally accepted close of the season. Approval is not required for holiday decorations installed no more than 45 days before the holiday and removed within 30 days after the holiday. The installation of seasonal or holiday décor on any property owned and/or managed by the District must first have written consent of the District.
- 2.35 **Sewage Disposal Systems.** Approval is required for repairs to the existing sewage lines servicing a Unit where those lines run through the common areas outside of the home. See Utility Equipment Section 2.80.
- 2.36 **Storage Cabinets.** Approval is required for placement of storage cabinets, shelving, or other storage containment on the patio or balcony.
- 2.37 **Exterior Shutters.** Are not permitted.
- 2.38 **Signs.** Approval is not required provided the following conditions are met:
- A. **Number and Size.** Up to three (3) signs may be displayed within the patio or balcony of each Lot. Each sign shall be limited to six square feet (6'²) and four feet (4') in height, if free standing, is mounted on a single or frame post. All signs must be well maintained in a clean and attractive condition.
 - B. **Non-Electrical.** Additionally, no lighted sign will be permitted unless utilized by the Declarant and/or a homebuilder.
 - C. **Not On Common Area.** No signs may be placed by Owners on any common area, including being attached to fencing that abuts an open or public space, without the written consent of the District. Declarant and/or homebuilder signage may be placed on common areas.
- 2.39 **Skylights.** Bubble style skylights are not permitted.
- 2.40 **Solar Energy Devices.** Approval is required. Owners must provide a drawing illustrating location of the device on the home including dimensions and color.
- A. The Solar Energy Devices must be located on the roof of the home, then:
 - a. No portion of the Solar Energy Device may extend beyond the property line of the Unit they are servicing on the shared roof.
 - b. The Solar Energy Device may not extend higher than or beyond the roofline;
 - c. The Solar Energy Device must conform to the slope of the roof and the top edge of the Device must be parallel to the roofline; and
 - d. The frame, support brackets, visible piping, or sheathed wiring associated with the Solar Energy Device must be silver, bronze or black in color, and secured to the structure.
 - e. The use of "critter guards" is encouraged.
- 2.41 **Statues or Fountains.** Approval is required. Statues or fountains must be installed within a ground level patio.
- 2.42 **Temporary Structures.** Are not permitted to be placed outside of the home.

- 2.43 **Trash Containers, Enclosures and Pickup.** Approval is not required. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind may not be kept, stored or allowed to accumulate on any Lot except in sanitary containers or approved enclosures and with bear-proof containers. Garbage or trash receptacles must be maintained in clean and attractive manner and stored within the enclosed garage when not actively placed out for collection. In accordance with City Ordinance, trash receptacles may be brought out for collection no earlier than 5:00 a.m. on the day of collection and must be brought back in no later than 7:00 p.m. that evening.
- 2.44 **Utility Equipment.** Approval is required for installation of utilities or utility equipment. Pipes, wires, poles, utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.
- 2.45 **Vents.** Approval is required for the addition of new vents or the alteration of existing vents, which penetrate the exterior of the home or roof.
- 2.46 **Walls.** Approval is required for any alterations, improvements, or repairs affecting the exterior of the building.
- Approval is not required for alterations, improvements, or repairs to the interior walls of the home; however, all Owners must adhere to the processes set forth by the Party-Wall Agreement.
- 2.47 **Weathervanes and Directionals.** Are not permitted.
- 2.48 **Wood Storage.** Is not permitted outside of the home.
- 2.49 **Work Involving Common Areas.** Approval and deposit are required. Vehicles, equipment, or wheelbarrows may not be trekked across common areas. The Board of Directors may consider access across common areas with the advance of funds sufficient to repair any potential resulting damage. Any necessary restoration of the common area will be addressed by the District.

ARTICLE III - PROCEDURES FOR ARC APPROVAL

- 3.1 **General.** All exterior improvements to the home and Lot require written approval in advance before the work on such improvements begins. Article 2 of the Declaration explains how such approval can be obtained.
- 3.2 **Submittal Requirements.** A Complete Submittal is required for review. A completed Architectural Improvement Request Form accompanied by an overhead diagram of the lot (or plot plan), illustrating the location of all existing Improvements, in addition to all necessary documents, photos, drawings, product samples, brochures, and additional information necessary for the ARC to evaluate the appropriateness of the Improvement and determine its acceptance or denial. Requests for additional information may be made and must be fulfilled prior to a submission being deemed "Complete".
- 3.3 **Timeline.** The ARC shall have thirty (30) days from the date of a Complete Submittal, to review and provide a response. Approvals shall be valid for six (6) months from the date of approval, after which the approval will be considered void and resubmittal will be required prior to

revising the Improvement.

- 3.4 **Prosecution of Work.** Owners must provide Notice of Completion to the ARC once work is completed. Upon receipt of a Notice of Completion, the ARC may inspect the work. Should a final inspection of Improvements reveal any deviance from the approved application, a Notice of Non-Compliance shall be issued to the Owner who shall have forty-five (45) days in which to remedy all non-compliance issues.
- 3.5 **Questions.** Owners with questions regarding ARC submission requirements, they should review Article 2 of the Declaration and contact District Management with specific questions regarding the plans to be submitted.