

Green Valley Ranch

IT'S GOOD TO BE HOME.

**GREEN VALLEY RANCH NORTH
DESIGN GUIDELINES
RULES & REGULATIONS**

January, 2006

GREEN VALLEY RANCH NORTH
DESIGN GUIDELINES – RULES AND REGULATIONS
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GREEN VALLEY RANCH NORTH

DESIGN GUIDELINES – RULES AND REGULATIONS

Introduction

Green Valley Ranch North is a planned community anchored by a Town Center and two villages. Its two villages; the Town Center and the Golf Course Village offer a variety of lifestyle experiences. The Town Center Metropolitan District (hereafter referred to as TCMD) will evaluate homeowner design applications to make sure they are consistent with the vision for Green Valley Ranch North as described in the Master Declarations of Covenants, Conditions, and Restrictions for Green Valley Ranch North.

Purpose of the Master Declaration (Copied directly from Master Declaration)

The Master Declaration exists to (a) further a common and general plan for the Community area, (b) enhance and protect the quality, value, aesthetic nature, desirability, and attractiveness of the Community area, (c) provide a mechanism to review additions and changes to commercial, industrial, and residential structures located within the Community area, (d) provide a mechanism for the enforcement of the provisions of this Master Declaration, and (e) define certain duties, powers, and rights of Owners of Sites within the Community area.

Design Guidelines

Compliance with these guidelines will help preserve the inherent architectural and aesthetic quality of GVRN. It is important that improvements to any property be made in harmony with and not detrimental to, the rest of the community. A spirit of cooperation with the TCMD and its neighbors will go far in creating an optimum environment, which will benefit all homeowners and the community as a whole. By following these Design Guidelines and obtaining approvals for improvements to your property from the Residential Covenant Review Committee (hereafter referred to as the "Committee"), homeowners will be protecting their financial investment and will help make sure that the improvements to their property are compatible with standards established for Green Valley Ranch North.

Design Review Procedures

All site improvements, including but not limited to, walks, fencing, patios, lighting, landscaping or other exterior improvements are subject to review under these Design Guidelines. Unless otherwise specifically stated herein, drawings and/or plans for the proposed improvement(s) must be submitted to the Committee and **written approval** must be obtained **before** the improvements are made.

Submission of Drawings and Plans

Architectural Plan Review

For major improvements, such as room additions, remodels, structural changes or accessory building construction, the Owner must submit to the Committee (2) sets of construction documents to include the following (scale of ¼" = 1'0"):

- Architectural elevations (front, side and rear), indicating typical proposed grade lines, finish floor elevations, top of slab elevations and building height calculations
- Floor plans, including square footage for each floor
 - Roof plans indicating pitches, ridges, etc.
 - Indication of all proposed exterior materials
 - Exterior details
 - Any other proposed improvements (i.e. decks, awnings, hot tubs, etc.)
 - Samples of all finished exterior materials and colors
 - Specifications or catalog sheets for exterior lighting

Landscape Plan and Other Site Improvements Review

Approval must be obtained **prior** to installation of any landscaping or any other site improvements including, but not limited to, dog runs, play equipment, fencing, site lighting, patios, etc. The materials to be submitted should be professionally prepared by an architect, landscape architect, or draftsman. If plans are not prepared professionally, plans must be drawn to scale and must have sufficient detail to permit a comprehensive review by the Committee.

The following guidelines should be utilized in preparing drawings or plans:

The drawing or plan must be done at a scale of 1"=10' and should depict the property lines of your lot and the footprint of the home as located on the lot. Existing improvements, in addition to your home, should be shown on the drawing and identified. (See Appendix C)

All proposed plant locations, types, quantities and sizes; location of turf and other ground cover materials should be shown on the plan and labeled. The plan should exhibit grading and layout of all additional landscape improvements such as berms, walks, and structures.

Plans for any other site improvements, such as play/sports equipment, dog runs, hot tubs, trellises, retaining walls, fencing, lighting, etc. must be shown on the plan with a description of the proposed improvement, including the materials and colors to be used. In the case of structural improvements (i.e. gazebo, fence, trellises, etc), an elevation drawing to scale of the proposed improvement is also required.

Revisions and Additions to Approved Plans

Any revisions and/or additions to the approved Architectural or Landscape Plans made by the owner or as required by any governmental agency, must be re-submitted for approval by the Committee. The revised plans must follow the requirements as outlined above.

Review Action by the Residential Covenant Review Committee

The Committee will meet regularly to review all plans submitted for approval. The Committee may require the submission of additional material and may postpone action until all required materials have been submitted. The Committee will contact the homeowner in writing if the Committee feels additional information is necessary. The Committee will act on the plans within 30 days after receipt of all materials required by the Committee (unless the time is extended by mutual agreement). A written response of the

decision by the Committee will be sent to the homeowner by mail within (5) days of the Committee's decision. The Committee may extend the time frame up to an additional 15 days upon notification of the applicant. The Committee will not return submittal plans, but may return material samples at its sole discretion.

Failure of the Committee to Act on Plans

Any request for approval of a proposed improvement must be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Applicant by the Committee within 60 days after the date of receipt by the Committee of all required materials.

Completion of Improvement(s) With Approval

After approval of any proposed improvement, the improvement(s) must be accomplished as promptly and diligently as possible. Failure to complete the proposed improvements within 12 months after the date of approval or such period of extension of the initial 12-month period as specified in writing by the Committee must constitute noncompliance with the requirements for approval.

Review of Work in Progress and/or Completion of Work

The Committee may review all work in progress and/or at completion of work to the extent required to ensure that the improvement(s) complies with all approved plans and/or construction procedures. Please be sure to follow the Procedures for Submitting Design Review Applications, which has been included in your Design Guidelines packet. If you do not have the application materials, please contact the Town Center Metropolitan District or your Community Manager to get a copy. The Committee may withdraw approval of any project if the approved plan is not being followed.

Enforcement

As provided in the Declaration, the TCMD must have primary authority to enforce the provisions of these Design Guidelines. If an owner fails to perform or observe any covenant, condition, or requirement imposed by TCMD or these Design Guidelines, the TCMD must notify the owner of the noncompliance as described in the Master Declaration.

Rights of Appeal by Applicant

Any owner aggrieved by a decision of the Committee regarding *landscaping of their property*, may appeal the decision to the Board of Directors of the Town Center Metropolitan District in accordance with the procedures established by the Board of Directors. Such appeal must be in writing and must be filed within 30 days after a decision by the Board.

Effect of Governmental and Other Regulations

Approval of plans by the Committee must not be deemed to constitute compliance with the requirements of local, zoning, health, safety or fire codes as determined by such governmental and/or regulatory agencies.

Administration of Design Guidelines

It is the responsibility of the Committee to insure that all proposed improvements meet or exceed the requirements of these Design Guidelines and to promote the highest quality design for the neighborhood. Specific duties and powers of the Committee are defined in the Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North.

Variances

Approval of any proposed plans is at the sole discretion of the Town Center Metropolitan District to grant variances from compliance with any of the provisions of these Design Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require.

Revisions to Design Guidelines

The Committee reserves the right to revise these Design Guidelines from time to time as changing conditions and/or priorities dictate.

Landscape Standards

General

The landscaping for each lot should include substantial live plants in the front yard of each home, landscape screening where necessary to provide privacy; and lawn and shrub beds that blend into adjacent properties.

Use Easement

(Also referred to as a Side Yard Easement or an Active/Passive Easement)

Some residential sites within Green Valley Ranch will have a Use Easement on their lot. These lots will have an active side and a passive side. If the passive side of the lot next to yours is adjacent to the active side of your yard, then you have the right to use the passive side of the adjacent lot and you have the obligation to maintain this area, as though you owned it. If the active side of the other lot next to yours is adjacent to the passive side of your lot, you have the obligation to maintain it, as though the owners of such adjacent lot owned the passive side of your lot.

Your lot may have an easement over the passive side of the adjacent lot, and your lot is subject to the same easement. Use of a passive side will include those uses permitted by zoning such as general recreational, picnic, social and garden area, as though the owner of the adjacent active side owned such passive side. However, **the owner of the passive side retains the right of entry for use and maintenance of his home, rights of drainage** (such that the owner of the active side may NOT obstruct or interfere with drainage), **and the rights of support for the dwelling unit on the lot on which the passive side is located.**

The easement runs from the BACK of the lot to the FRONT of the lot and is a minimum of three (3) feet in width. **The exact location of this easement will be indicated on your Improvement Survey Certificate (or Plot Plan).**

Please refer to this legal document **prior** to landscaping or installing a fence. If a wing fence is installed between two homes with a Use Easement, a gate must also be installed to allow your neighbor access to the rear of their home.

When landscaping within this easement, you are strongly encouraged to use rock or wood mulch placed up against your neighbor's house foundation. Planting is allowed within this easement as long as you take into consideration the recommended planting distance from the foundation. Each homeowner is responsible for maintaining the tree lawn and sod in the tree lawn area from property line to property line.

Water Conservation

In the landscaping of each residential site, plant materials, irrigation systems and maintenance practices must be utilized to conserve water, wherever possible. It should be noted that if Xeriscape landscaping is selected, a more traditional "green" appearance can still be achieved. Xeriscape uses much less water than typical suburban residential landscape, but it does not mean that large areas of river rock or mulch will be allowed in place of green, growing plant material. Please refer to the end of this Design Guideline packet for a listing of approved plant materials for Green Valley Ranch North.

Landscape Irrigation

Automatic irrigation systems shall be required to be installed and maintained by the homeowner in all front yards. Automatic irrigation systems must be installed, maintained and operated by the owner in a fashion as to conserve water to the maximum extent practicable while still maintaining landscaping in an attractive, green and growing condition. Turf areas must be zoned separately from shrub and groundcover beds.

Landscape Maintenance

All landscaping must be maintained in a neat, attractive and healthy condition. The owner, taking into account weather conditions affecting the planting of replacement landscaping, *must replace dead or dying landscape materials as soon as possible and/or within 14 days of written notification from the Committee.*

Front and Side Yard Landscaping

Landscaping within the front yard must consist of a combination of turf lawn trees and shrub beds. **Large areas of rock or wood mulch without shrub or flower plantings will be prohibited.** Shrub beds must be coordinated between lots, as much as possible, to provide visual continuity. Side yards which front onto streets or public open spaces must also be landscaped by the homeowner.

Front and side yard landscaping must be installed within 90 days of occupancy, unless the home is first occupied between October 1st and March 31st. In this instance the completion of the front, rear and side yard landscaping could be delayed until the following July 1st. *Should a homeowner fail to complete the minimum landscaping within the allotted time frame, the escrowed funds will be released to the Town Center Metropolitan District as a fine for the homeowner's failure to complete the minimum landscaping. The TCMD retains the right to access the Property to install the minimum landscaping at its option.* If it does so, the TCMD

has the right to file a lien against the Property until the Buyer has reimbursed the TCMD for the costs of the minimum landscaping, together with the interest at a rate of 10% per annum on the sums advanced by the TCMD from the date advanced until the date repaid.

Rear Yard Landscaping

Rear yard landscaping must be installed within 90 days of occupancy, unless the home is first occupied between October 1st and March 31st, where completion could be delayed until the following July 1st. Like the front and side yard landscaping, the rear yard landscaping will be subject to the same general Design Guidelines as described above.

Plant Materials

A minimum of one deciduous shade tree, one flowering ornamental tree **or** one evergreen tree must be planted in the front yard. The deciduous tree must be a minimum of **2 ½ inch caliper** at the time of installation and the flowering ornamental tree must be **2 inch caliper** minimum at time of installation. The evergreen tree size must be 6 feet to 8 feet in height at time of installation.

Required evergreen trees must generally be spaced 3 to 5 feet apart and at least 10 to 15 feet away from structures. Trees with columnar or a narrow growth habit may be spaced closer to each other and structures. Generally, where small and medium sized shrubs are required, they must be spaced 3 to 5 feet apart and large shrubs spaced 5 to 6 feet apart.

A minimum of three, 5-gallon size shrubs must be planted in the front yard. Vines, groundcovers and perennial flowers must be 1-gallon size minimum.

All required plant materials must conform to minimum standards established by the American Association of Nurserymen, as published in the American Standards of Nursery Stock. Plant growth habits and mature sizes should be taken into consideration when spacing trees, shrubs and groundcover.

All turf areas must be sod or seeded with an improved variety of Kentucky bluegrass or drought tolerant equivalent.

Landscape Materials

Lawn areas must be separated from shrub beds with edging material. Edging must be limited to heavy (wide gauge) steel, concrete, brick, or stone on a foundation.

Mulch may include crushed or rounded gravel, shredded wood or bark native to Colorado. Unnatural or high contrasting color mulch will be prohibited and earthtone colors will be encouraged. Weed barriers are required under all bark or gravel mulch.

All trees must be staked or guyed using metal T-post or wood lodge pole stakes. Guy wires must be maintained by the homeowner to keep all newly planted trees set plumb.

Boulders used in landscaping must be native to Colorado and must be approved by the Committee.

Enhanced Landscaping along Golf Course Lots

Compliance with these enhanced guidelines will help preserve the inherent architectural and aesthetic quality of the homes that front the golf course. It is important that improvements of homes that front the golf course be in harmony with and not detrimental to, a first rate golf course experience and that of the community as a whole.

Timing of Landscape Installation

The Committee will strictly enforce the timing and installation of landscaping on lots that front the golf course. Landscaping of front, rear and side yards must be installed within **90** days of occupancy, unless the home is first occupied between October 1st and March 31st, where completion may be delayed until July 1st.

Height Restrictions

The Committee will pay special attention to improvements that limit views to and from the golf course, including but not limited to landscaping, sheds, play structures, dog runs, and fencing. See below for additional restrictions on specific improvements.

Fencing

To maintain views to the golf course, the only fencing allowed for homes that front the golf course will be open rail, black wrought-iron, with a maximum height of four (4) feet. This fence will typically be installed by the Developer. Side-yard fencing on these lots will be wrought iron, white vinyl or cedar, as directed by the specific Filing's fencing requirements. A maximum height of five (5) feet is allowed on side yard fencing, as long as the fence is tapered to meet the four foot rear fence.

Other Rules and Restrictions along Golf Course Lots

Awnings/Patio Covers – Please refer to the general design guidelines for these requirements.

Dog Runs – Dog runs will be reviewed on a case by case basis by the Committee.

Patios, Decks, and Paving Materials

Patios, decks, and other paving materials should be compatible and harmonious with the structure and surrounding neighborhood and must be an integral part of the landscape architectural design. Materials and colors must be compatible with those of the main structure. Natural wood decks must be permitted with any type of building material. It is recommended that paving materials be earth tone colors.

Play Structures/Sports Equipment Height & Size Restrictions

No playground equipment above eight feet (8) in height, as measured from the ground to the top of the structure, will be allowed. Playhouses larger than thirty (30) square feet or over six (6) feet in height will be restricted.

Sheds - Sheds are restricted and will be reviewed on a case by case basis by the Committee.

Storage of Hazardous or Unsightly Materials –Storage of any hazardous or unsightly materials will not be allowed on a residential site.

General Site Improvements for GVRN Lots

Accessory Structures

Accessory structures, such as storage sheds, gazebos and green houses must be located in the rear yard and must adhere to the general design guidelines outlined below. Requests for approval will be reviewed on a case-by-case basis, taking into account the lot size, square footage of the home and proposed location of the accessory building. The accessory structure cannot exceed 80 square feet in size and 8 feet in height. Ideally, storage sheds must be located in areas that are not visible from open space, recreational areas, or public streets. It is important that the massing and scale, as well as forms, materials, and other detailing be coordinated with the main structure(s) on the home site. Gazebos must be an integral part of the landscape plan. Greenhouse structure approval will be based on, but not limited to, the general aesthetics, quality, and permanence of materials used. No carports or prefabricated metal sheds will be allowed.

Arbors and Trellises

Committee approval is required prior to installation of any proposed arbor or trellis. The inside height of a proposed arbor or trellis must not exceed 8 feet, 6 inches. Arbors must be complementary to the residence. Professionally prepared plans for Arbors are highly encouraged to expedite the approval process, otherwise a photograph or catalog picture must be provided. All City and County of Denver codes must be followed.

Awnings/Patio Covers/Shutters

Awning, patio covers, and shutter colors must be complimentary to the exterior color of the home. Patio covers must be structured of wood or material generally complementary to the home and be similar or complementary in color. Support posts for patio covers must be a minimum of 6" x 6" in size.

Basketball Hoops (portable and permanent)

No basketball backboards may be attached to a structure. Freestanding basketball backboards must be made of standard manufacturer's materials and colors. Temporary, portable basketball backboards and poles may not be used within public streets and must be stored out of view from adjacent properties and streets except when in use.

Dog Houses/Dog Runs

The Committee may allow dog houses and/or dog runs and these will be reviewed on a case-by-case basis. The location and size of the dog house or dog run will be determined with consideration given to its impact on adjacent properties and streets. Generally, dog houses must not exceed 4 feet in height and must be compatible with the home in material and color. Dog run areas should not exceed 300 square feet in size and the fence height should not exceed 5 feet. The dog run fencing should be located immediately adjacent to the home and be compatible with the home in material and color. The use of chain-link fencing is strongly discouraged, but if it is used, the Owner must fully screen the dog run from adjacent properties, streets, and open space using the privacy fencing detail outlined for the Community. The standard privacy fence detail has been included in the back of these Design Guidelines.

Exterior Lighting

Committee approval is required prior to changing or adding exterior lighting. In reviewing lighting requests, the Committee will consider the visibility, style, location and quality of the lighting fixtures. Exterior lighting for security and/or other uses must be directed towards the ground whereby the light cone stays within the property boundaries and the light source does not cast a glare onto adjacent properties.

Exterior Mechanical Equipment

No exterior mechanical equipment must be erected on any residential site without the specific approval of the Committee. Ground level and window air conditioning units, including swamp coolers, must be installed at street level only. These must be located in a side or rear yard and must be screened from adjacent properties.

Fencing of your yard

Each owner must be responsible for installing, maintaining, repairing, and replacing, in a reasonably attractive manner, any fence located on such owner's site per the enclosed fence standards. Any owner constructing, erecting, installing, modifying, or replacing a fence must obtain the prior approval of the Committee in accordance with the Master Declaration and Design Standards. Chain link fence along the side or rear yard of a home is strictly prohibited. (See Appendix B - Approved Fence Detail)

Flags

Committee approval is required for permanent flagpoles. Committee approval is not required for flying the U.S. or Colorado flag from brackets attached to houses or temporary flagpoles. Decorative flags or banners must be kept in good repair. Limit one flag per home.

Garbage and Trash

No garbage, trash, lumber, grass or shrub clippings, plant waste, compost, metal, bulk materials, scrap, or debris of any kind will allowed to be stored or to accumulate on any site. All trash containers must have a cover that is resistant to animals and be kept within an enclosed structure. The container may be placed at the curb at such times as may be necessary to permit garbage and trash pickup. **Trash containers may not be placed at the curb prior to 7p.m. the evening before collection and must be returned to the enclosed structure the day of collection.**

Holiday & Seasonal Decorations

Reasonable holiday/seasonal decorations and/or lighting do not require Committee approval if decorations are installed not more than 5 weeks prior and removed within 2 weeks after such holiday.

Hot Tubs /Jacuzzi

Hot tubs and Jacuzzi's must be designed as an integral part of the deck or patio area and must be located in the side or rear yard area. They must be installed in such a way that they are not immediately visible to adjacent property owners, or screened by landscaping or privacy fence in such a manner that affords both homeowners' adequate privacy. The use of the hot tub/Jacuzzi cannot create an unreasonable level of noise for adjacent property owners.

Mailboxes

Mailboxes will be built in accordance with the approved community design guidelines. In most cases, the City and County of Denver requires that new mailboxes be Cluster Mailboxes.

Maintenance of Drainage

All Owners of real property within the Community Area will be responsible for maintaining the established drainage pattern on such real property in accordance with the grading plan provided to the Owner at the time of closing. Please refer to your Drainage Certificate for details.

Maintenance of Fencing

Each owner of a site will be responsible for maintaining, repairing, and replacing, in a reasonably attractive manner, any fence located on the owner's site, unless the fence is to be maintained by the Town Center Metropolitan District.

Maintenance of Property Improvements

No property within GVRN must be permitted to fail into disrepair and all property within GVRN, including any Improvements upon that property (i.e. landscaping, patios, fencing), must be kept and maintained in a clean, safe, and attractive condition.

Maintenance of the Tree Lawn Area

The area between the street and the sidewalk is called a "tree lawn" and it is the responsibility of each homeowner to maintain the landscaping and irrigation located within this area (your residential site) to the same standards as outlined under "Plant Materials". The tree must be planted by Oakwood Homes and is under warranty for one year. If the tree is stressed or looks like it is dying during the first year you occupy the home, you must contact Oakwood Homes Customer Care and Oakwood will replace the tree. After one year, it is the homeowner's responsibility to replace a dead or dying tree and/or sod within the tree lawn area.

No Hazardous Activities

No activity must be conducted on and no Improvement must be constructed on any property within GVRN that is or might be unsafe or hazardous to any person or property.

No Unsightliness

All unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment when not in actual use, must be enclosed within a structure.

Patios, Decks and Paving Materials

Patios, decks and paving materials must be compatible and harmonious with the structure and surrounding neighborhood and must be an integral part of the landscape architecture design. Materials and colors shall be compatible with those of the main house structure. Natural wood decks shall be permitted with any type of building material. It is also recommended that paving materials be earth tone colors.

Painting/Repainting

Committee approval is required for all exterior painting or repainting of the home and accessory improvements. All exterior finishes including front doors and shutters should be subdued earth tones such as grey, green, brown, muted blues or reds, or other similar colors. White, primary colors and other bright colors will be permitted as trim colors only. Downspouts should be painted to match the body color of the home.

Pet Fencing

Pet fencing may include any invisible fence on or within the perimeter boundary of an owner's site per the enclosed fencing standards. Also refer to dog houses/dog runs for additional information and restrictions.

Play and Sports Equipment

Play equipment must be located in the rear yard and set back a minimum of 5 feet from the property lines. Consideration must be given in the location of play equipment so as to not create an undue disturbance on neighboring properties. No playground equipment above 8 feet in height, as measured from the ground level can be erected without the prior approval of the Committee. Playhouses larger than 30 square feet and higher than six (6) feet will be reviewed on a case by case basis.

Recreational and Commercial Vehicles

No commercial vehicle, house trailer, camper, camping trailer, motor home, horse trailer, boat, hauling trailer of any nature, truck **larger than ¾ ton**, self contained recreational vehicle (commonly referred to as an "RV"), snowmobile, jet-ski, motocross motorcycle, three-wheeler or other recreational equipment or vehicle associated accessory can be parked on any portion of the community longer than 48 hours in any two-week period.

Retaining Walls

Retaining wall materials must be compatible with the color and style of the home. Materials may include boulders, stone, brick or modular concrete block. Walls within lots should not exceed 3 feet in height. Walls should not obstruct or adversely affect existing drainage patterns.

Roof Replacement/Rooftop Equipment

Committee approval is required if roof material or color is changed. Roofing color should be complementary to other colors on the home. Air conditioning units must be ground mounted.

Satellite Dishes/Antennae

Satellite dishes and antennas must be carefully located and screened to minimize visibility from any public streets, public open spaces, or adjacent homes and should be no larger than one meter or less in diameter. To the extent feasible, the satellite dish/antennae should be placed in the rear or side yard area. Antennae for short wave or HAM radio operation are prohibited unless it can be demonstrated that said antennae can be screened from view similar to a satellite dish.

Screen/Security Doors and Windows

Committee approval is not required for the addition of screen doors or storm windows added to a home if the material and color matches or is similar to existing doors and windows on the home.

Signs/Address Numbers

Temporary signs advertising property for sale or lease (i.e. typical and customary real estate sign) may be installed on a lot without Committee approval provided there is no more than one sign per lot. All trade signs, which include, but are not limited to, landscaping, painting, remodeling, etc. may only be displayed while work is in progress and must be removed upon completion of the job. All other signs, including address numbers and nameplate signs must be approved by the Committee.

Solar Equipment/Skylights

Solar equipment and skylights must be designed as an integral part of the roof. Skylight glazing must be clear, solar bronze, or white.

Swimming Pools

Request for swimming pools will be reviewed on a case-by-case basis by the Committee with consideration given to, but not necessarily limited to, the size of the yard area, setback from impact on neighboring properties, size of pool enclosure, and pool materials. Above ground pools are not allowed. All City of Denver permits must be obtained by the homeowner prior to plan review by the Committee.

Yard Ornaments

Permanent yard ornaments in front yards or yards adjacent to public open space or streets, including but not limited to fountains, sculpture, statues, wagon wheels, driftwood, birdbaths, etc. will require approval by the Committee. Yard ornaments located in the front yard are discouraged.

Vehicle Repair

Maintenance (other than washing and polishing vehicles), servicing, repair, dismantling, or repainting of any type vehicle, boat, trailer, machine, etc. cannot be carried on upon any residential site, except within a completely enclosed structure, which screens the sight and sound of the activity.

Vegetable Gardens

Vegetable gardens must be located in either **the rear or side yards**. Gardens must be screened from neighboring homes, common open space areas, and adjacent streets.

**RESOLUTION OF THE GREEN VALLEY RANCH NORTH
REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE
ENFORCEMENT**

SUBJECT : Adoption of an amended policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of Fines.

PURPOSE: To amend the policies and procedures (as amended hereby the "Policies and Procedures") for enforcement of the covenants established pursuant to the Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North, the supplemental declarations and regulations and rules established thereunder (collectively, the "Covenants and Rules").

AUTHORITY: The Service Plan and Declaration and Colorado law.

EFFECTIVE DATE: January 1, 2018

RESOLUTION: The Board of Directors of the Town Center Metropolitan District ("Board" and "Metro District," respectively) hereby adopts the following Procedures and Rules to be followed when enforcing the Covenants and Rules:

1. Reporting Violations. Complaints ("Complaints") regarding alleged violations of the Covenants and Rules ("Alleged Violation") may be reported by property owners, the district managers retained by the District, residents, Board members, members of the Design Review Committee of Green Valley Ranch North (the "DRC"), members of other committees established by the Board, and the property management company (the "Management Company") retained by the Metro District (collectively, a "Complaining Party").

Complaints Filed with Management Company. All Complaints shall be in writing. Other than Complaints made the Management Company, Complaining Parties shall file Complaints with the Management Company. The Complaint shall identify the Complaining Party the alleged violator ("Responding Party") (if known by the Complaining Party), and set forth a statement describing the Alleged Violation referencing the specific provisions of Covenants and Rules that the Responding Party is alleged to have been violated (if known by the Complaining Party), where and when the Alleged Violation was observed, and any other pertinent information (including, if possible, a photograph or electronic image of the Alleged Violation). The Management Company may waive some or all of the foregoing requirements if the Complaint contains sufficient information to describe the Complaint, but if the Management Company cannot determine the nature of the Complaint, the

Responding Party, or other relevant information, then, at its discretion, the Management Company may return the Complaint for further information or refuse to investigate or prosecute the Complaint.

Complaints Filed by Management Company. The Management Company is authorized and directed by the Board and the Metro District to inspect property within Green Valley Ranch North, file Complaints against Responding Parties, and take steps to enforce the Covenants and Rules as provided in Paragraphs 2 through 9 below. The Management Company shall keep records setting forth brief descriptions of Alleged Violations and containing the information set forth above regarding Complaints. With the approval of the Board, the DRC and the Management Company may modify, supplement, or delete the foregoing procedures for filing, investigating, and reviewing Complaints.

Complaints Filed about Management Company. If a Complaint is about the Management Company, then (a) the Complaining Party shall file such Complaint with the DRC and the DRC shall appoint a Decision Maker as provided in Paragraph 2 below and (b) if the Decision Maker determines the Complaint against the Management Company has basis, then the Board shall take such action pursuant to the management contract between the Management Company and the Metro District as the Board, in its discretion, deems advisable or appropriate.

2. Investigation. The Management Company (the "Decision Maker") may (a) return the Complaint to the Complaining Party for additional information as needed to analyze the Alleged Violation, (b) dismiss a Complaint if it determines the Alleged Violation is not a violation of the Covenants and Rules, or (c) investigate the Alleged Violation further as the Management Committee may determine. If a Complaint is about the Management Company, then the DRC shall appoint counsel for the Metro District, the Metro District Manager, or an independent third party to assist in the investigation and review of a Complaint and such person shall be the Decision Maker for the purposes of these Policies and Procedures.

3. Courtesy Letter. Upon receipt of a Complaint, the Decision Maker shall send a courtesy letter ("Courtesy Letter") to the Responding Party describing the Alleged Violation and offering the Responding Party an opportunity to resolve the Alleged Violation. If the Alleged Violation is of a continuing nature, meaning that it remains present without correction, such as a failure to maintain the lawn of a Unit, the Courtesy Letter shall advise the Responding Party that he or she will have 10 days from the date of the Courtesy Letter to come into compliance without further sanction. If the Alleged Violation is not of a continuing nature, meaning the Alleged Violation is a one-

time discrete violation, such as a noise violation, the Courtesy Letter shall contain a statement advising the Responding Party that any additional similar Alleged Violation ("Recurring Violation") may result in the imposition of a fine (a "Fine") after notice and hearing. Notwithstanding the foregoing, if the Alleged Violation is a Recurring Violation, the Decision Maker need not send a Courtesy Letter for the next occurrence of the Recurring Violation and shall send a Fine Letter (as defined and provided in Paragraph 4 below).

4. Continuing or Additional Violation after Courtesy Letter. If an Alleged Violation is not corrected within the period provided in the Courtesy Letter or if the Alleged Violation involves the recurrence of an Alleged Violation by the same Responding Party (a "Recurring Violation"), then the Decision Maker shall not send a Courtesy Letter, but shall instead send a fine Letter (a "Fine Letter") providing notice and an opportunity to be heard by the Decision Maker and explaining a Fine may be imposed pursuant to the Covenants and Rules and these Policies and Procedures. The Fine Letter shall further state that (a) the Responding Party is entitled to be heard by the Decision Maker, (b) if the Responding Party does not respond within ten days of the Fine Letter, the Responding Party shall have waived its right to be heard and the Alleged Violation will be considered an actual violation (a "Violation") of the Covenants and Rules, and (c) the Decision Maker shall proceed with the enforcement of the Covenants and Rules and the collection of Fines as provided in these Policies and Procedures.

5. Notice of Opportunity to Be Heard. If the Responding Party requests an opportunity to be heard, (a) the Decision Maker shall serve a written notice of the deadline by which the Responding Party must submit a written position statement and (b) the Decision Maker shall hear and determine all hearings requested by Responding Parties pursuant to these Policies and Procedures.

6. Written Position Statements. The Responding Party and each Complaining Party (or the designated representative of the Complainant or the Responding Party) shall submit a written position statement containing such information as the submitting party deems appropriate (including an opening statement, evidence and written testimony by affidavit or otherwise, and a closing statement). After written position statements have been presented, the Decision Maker shall, within a reasonable time, not to exceed 10 days, render its written findings and Fine determination.

7. Failure to Timely Request Opportunity to Be Heard. If the Responding Party does not respond to the Fine Letter within said 10 days, then the Alleged Violation shall be a Violation for the

purposes of these Procedures and Rules. If the Responding Party requests an opportunity to be heard, but then fails to submit a written position statement, the Decision Maker may make a decision with respect to the Alleged Violation based on the Complaint, results of the investigation, and any other available information. If a Violation is found to exist, the Violator may be assessed a Fine or the Fine imposed by the Decision Maker may be enforced as hereinafter provided.

8. Residential Fine Schedule. The following Fine schedule has been adopted for residential covenant Violations:

First Violation	Courtesy Letter
Second Violation (of same covenant or rule within two years of the first Violation)	\$100.00
Third Violation (of same covenant or rule within two years of the first Violation)	\$200.00
Fourth and subsequent Violations (of same covenant or rule within two years of the first Violation)	\$300.00

9. Continuing Violations. If an Owner is determined by the Decision Maker as having a continuing Violation, in accordance with the terms of these Policies and Procedures, such Owner may be subject to escalating Fines as described above or may be subject to a daily Fine as provided below for each day that the Violation remains uncorrected, following notice and an opportunity to be heard as set forth above.

Continuing Violations: \$50/day until corrected

10. Appeals. If a Responding Party disagrees with the written findings and Fine determination of the Decision Maker, the Violator shall file a written appeal to the DRC within 10 days of the date of the written decision of the Decision Maker. The DRC may review the appeal at its next regularly scheduled meeting and may consider any information or evidence available with respect to the Violation in question. The DRC's decision shall be final and a Violator shall not have the right to appeal an adverse decision to the Board or any court or other tribunal.

11. Referral to Attorney. Violations may be turned over to the Metro District's attorney to take appropriate legal action, in the Board's discretion. Any Owner committing three or more Violations in a two year period (whether such Violations are of

the same covenant or different covenants) and any continuing Violation may be turned over to the Metro District's attorney for appropriate legal action.

12. Waiver of Fines. The Board may waive all, or any portion, of the Fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire Fine, or any portion thereof, upon the Violator coming into and staying in compliance with these Procedures and Rules.

13. Other Enforcement Means. This Fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Metro District through its Service Plan, Declaration, and Colorado law. The use of this process does not preclude the Metro District from using any other enforcement means.

14. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

15. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

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

17. Amendment. This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION :**

The undersigned, being the President of the Metro District, certifies that the foregoing Resolution was duly ratified and adopted by the Board of Directors of the Metro District, at a duly called and held meeting of the Board of Directors on January 10th and in witness thereof, the undersigned has subscribed his/her name.

Town Center Metropolitan District



By: Charles Leder, President

Green Valley Ranch North Definitions

Declaration - means the Master Declaration of Covenants, Conditions and Restrictions for Green Valley Ranch North, as it may be amended or supplemented from time to time.

Design Guidelines, Rules and Regulations - means any instrument adopted by the Declarant for the purpose of establishing guidelines, rules, regulations, and procedures relating to the architectural design, exterior appearance of all dwellings, and any improvements or alterations made on any lot. The design guidelines may be amended or supplemented from time to time.

Design Standards - means the original Green Valley Ranch North Design Standards dated January 5, 2001, which may be amended from time to time by the Town Center Metropolitan District.

GRVN - means Green Valley Ranch North

Improvements to Property - means all structures and any appurtenances thereto and equipment of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, walkways, outdoor sculptures or artwork, sprinkler pipes, garages, carports, basketball poles and/or backboards, playground equipment, flagpoles, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping (both organic and non-organic), hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, antennae, satellite dishes and exterior air conditioning units.

Owner - means the recorded holder of legal title to the fee simple interest in any Lot or portion thereof.

Penalty Policy - means the Enforcement of Covenants, Limitations and Restrictions per Article 4, Section 4.2 of the Master Declarations for Green Valley Ranch North.

Residential Covenant Review Committee – means a committee of members, who need not be members of the Board of Directors of the Town Center Metropolitan District or owners, who are appointed by the Town Center Metropolitan District to perform design review functions.

Residential Site - means the real property, which is subject to the Master Declaration.

Town Center Metropolitan District - means a quasi-public corporation organized under the laws of the State of Colorado.

Green Valley Ranch North Appendix List

- ★ **Exhibit A**
Recommended and Approved Plant List for Green Valley Ranch North
- ★ **Exhibit B**
Approved Fence Standards for Green Valley Ranch North
- ★ **Exhibit C**
Typical Landscape Plan for Green Valley Ranch North
- ★ **Exhibit D**
Submittal forms and procedures for Initial and Final Design Review for Green Valley Ranch North

Exhibit A
Recommended and Approved Plant List
Green Valley Ranch North

(x) Means approved xeriscape plants

Deciduous Shade Trees

American Linden
Burr Oak (x)
Greenspire Linden
Redmond Linden
Columnar Norway Maple
Columnar English Oak
Norway Maple
Northern Red Oak
Common Hackberry (x)
Swamp White Oak
Red Maple
Kentucky Coffee Tree (x)
Ohio Buckeye (x)
Black Walnut (x)

Ornamental Trees

Amur Maple (x)
Aristocrat Pear
Selected Flowering Crabapples
Golden Rain Tree (x)
Redspire Pear
Thornless Cockspur Hawthorn (x)
Native Chokecherry (x)
Quaking Aspen
Canada Red Cherry

Evergreen Trees

Pinyon Pine (x)
Ponderosa Pine (x)
Austrian Pine (x)
Colorado Blue Spruce
Concolor Fir

Deciduous Shrubs

Alpine Currant
Barberry
Cistena Plum
Nanking Cherry
Western Sand Cherry (x)

Exhibit A
Recommended and Approved Plant List
Green Valley Ranch North

Native Chokecherry (x)
Peking Cotoneaster (x)
Golden Currant (x)
Burning Bush
Anthony Waterer Spirea
Froebel Spirea
Bluemist Spirea (x)
Snowmound Spirea
Butterfly Bush (x)
Threeleaf Sumac (x)
Fragrant Sumac (x)
Thimbleberry
Select Viburnum Species
Dwarf Arctic Willow
Dwarf Korean Lilac
Isanti Dogwood
Bailey Dogwood
Yucca (x)
Mockorange
Shrub Rose
Gambel Oak (x)
Dwarf Ninebark
Chinese Lilac
Common Purple Lilac
White Snowberry
Potentilla Species
Wayfaring Tree (x)
Sagebrush (x)
Serviceberry (x)
Hancock Coralberry (x)

Evergreen Shrubs

Buffalo Juniper (x)
Scandia Juniper (x)
Tammy Juniper (x)
Hughes Juniper (x)
Bluechip Juniper (x)
Wilton Juniper (x)
Calgary Juniper (x)
Prince of Wales Juniper (x)
Dwarf Mugho Pine (x)

Exhibit A
Recommended and Approved Plant List
Green Valley Ranch North

Perennials, Groundcovers, and Vines

Daylily (x)
Shasta Daisy
Columbine
Blanket Flower (x)
Purple Coneflower (x)
Border Jewell
Poppy Species
Creeping Potentilla
Creeping Mahonia (x)
Snow in Summer
Wild Strawberry
Sedums (x)
Common Yarrow (x)
Virginia Creeper
Clematis
Hall's Honeysuckle
Silver Lace Vine
Sweet William
Creeping Phlox
Basket of Gold (x)
Periwinkle
Fall Mums
Fall Asters
Japanese Iris
Coreopsis

Ornamental Grasses (for use in shrub beds)

Blue Fescue (x)
Fountain Grass (x)
Feather Reed Grass
Blue Avena (x)
Maiden Grass

Trees Not Allowed In Tree Lawn (Public Right-of-Way)

Popular Species (including Quaking Aspen)
Willow Species
Box Elder
Siberian Elm
Silver Maple
Coniferous Trees within Sight Distance Triangle
Green Ash
Honey Locust

Exhibit B
Approved Fence Standards for Green Valley Ranch North

Examples Attached:

Five (5) foot, white vinyl privacy fence

Six (6) foot, white vinyl privacy fence

Five (5) foot, white vinyl fence with lattice top

Six (6) foot, white vinyl fence with lattice top

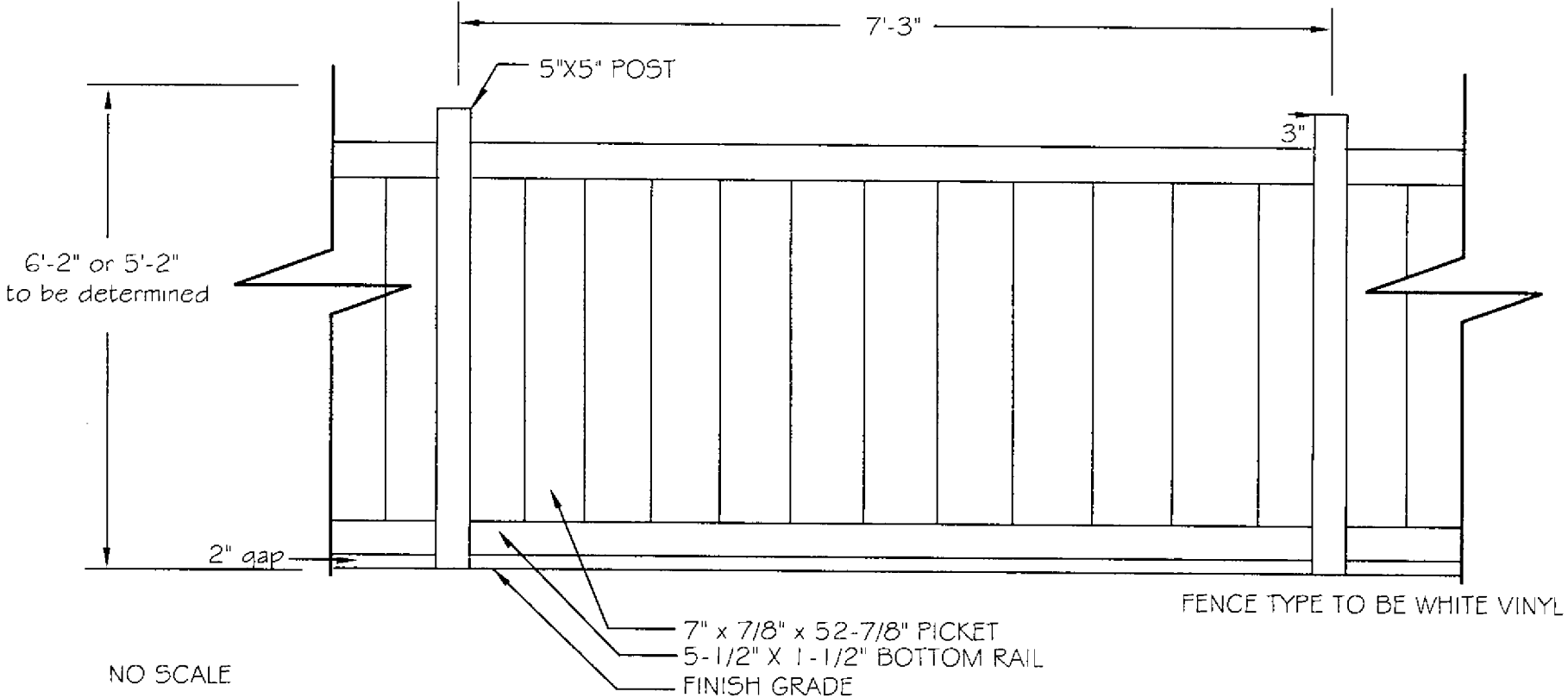
Four (4) foot, 3-rail, white vinyl fence

Four (4) foot, ornamental wrought iron fence (black)

Please Note:

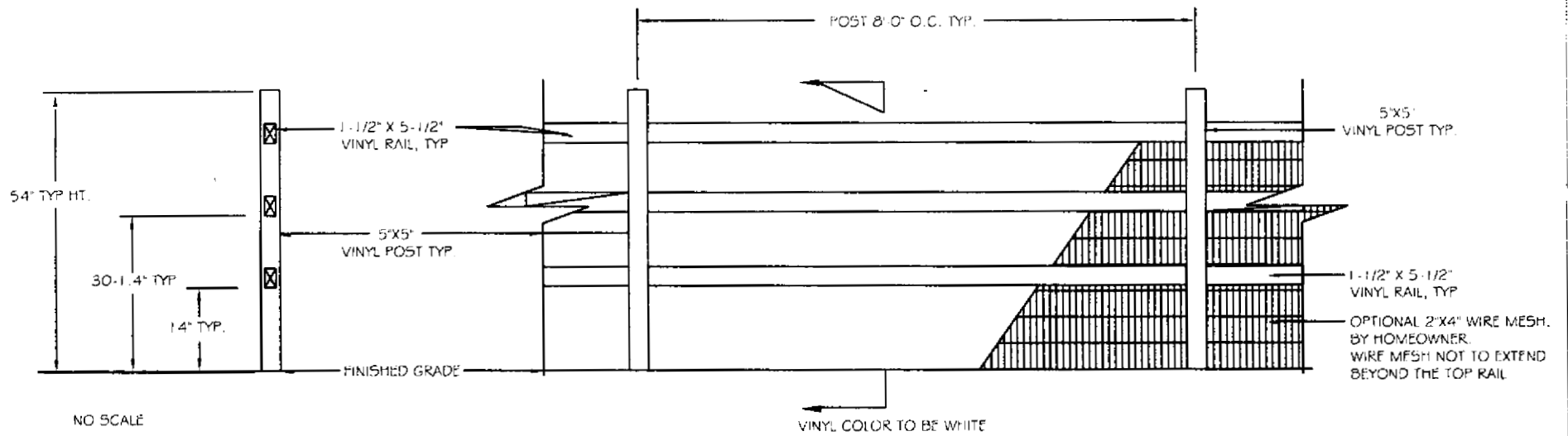
Communities that have existing cedar fences will be given the option of replacing the cedar fence with white vinyl or cedar when the fence is ready to be replaced. The replacement fence must be installed in the exact same location and be the same height as the existing cedar fence.

GREEN VALLEY RANCH PRIVACY FENCE

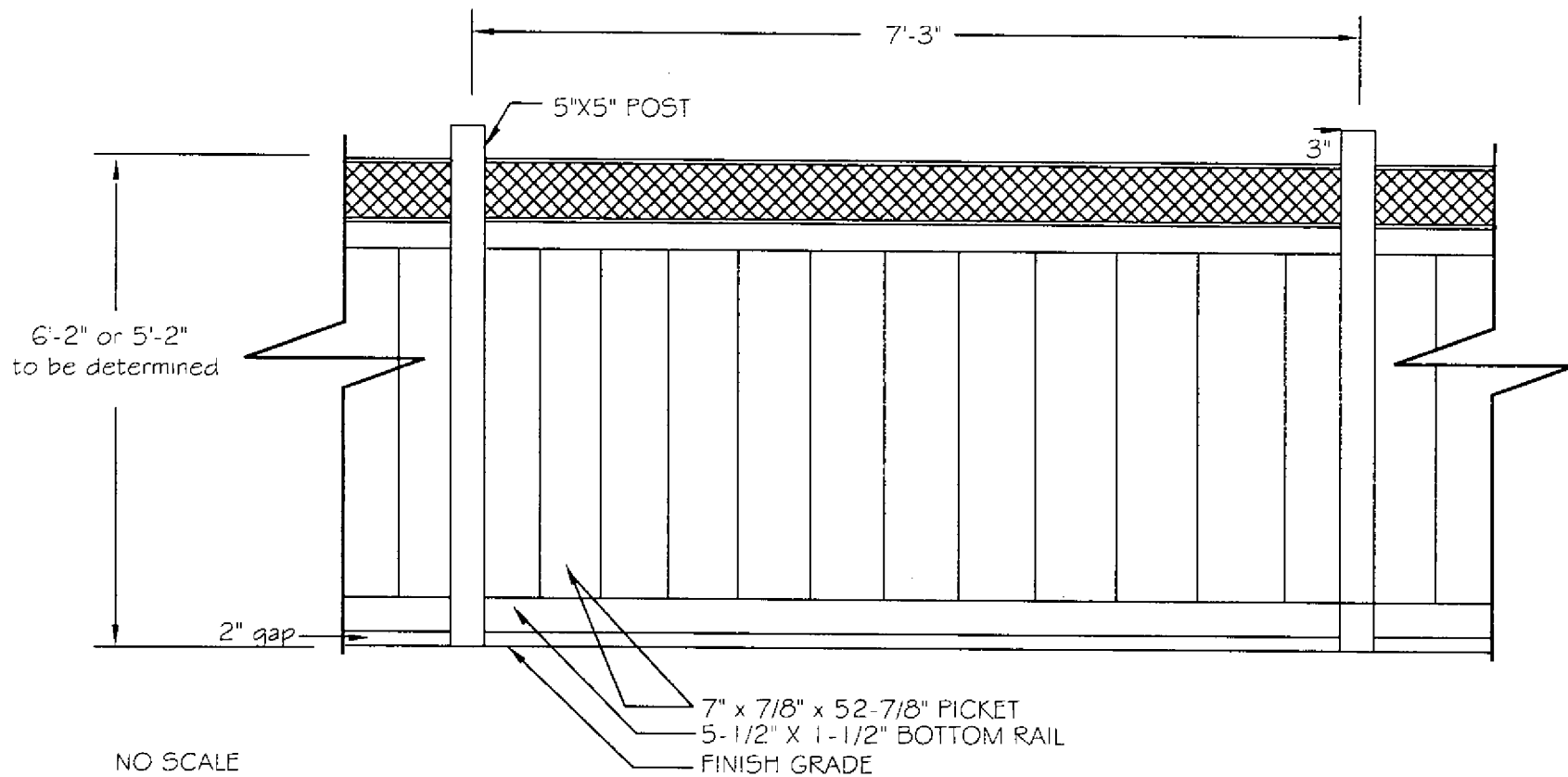


NO SCALE

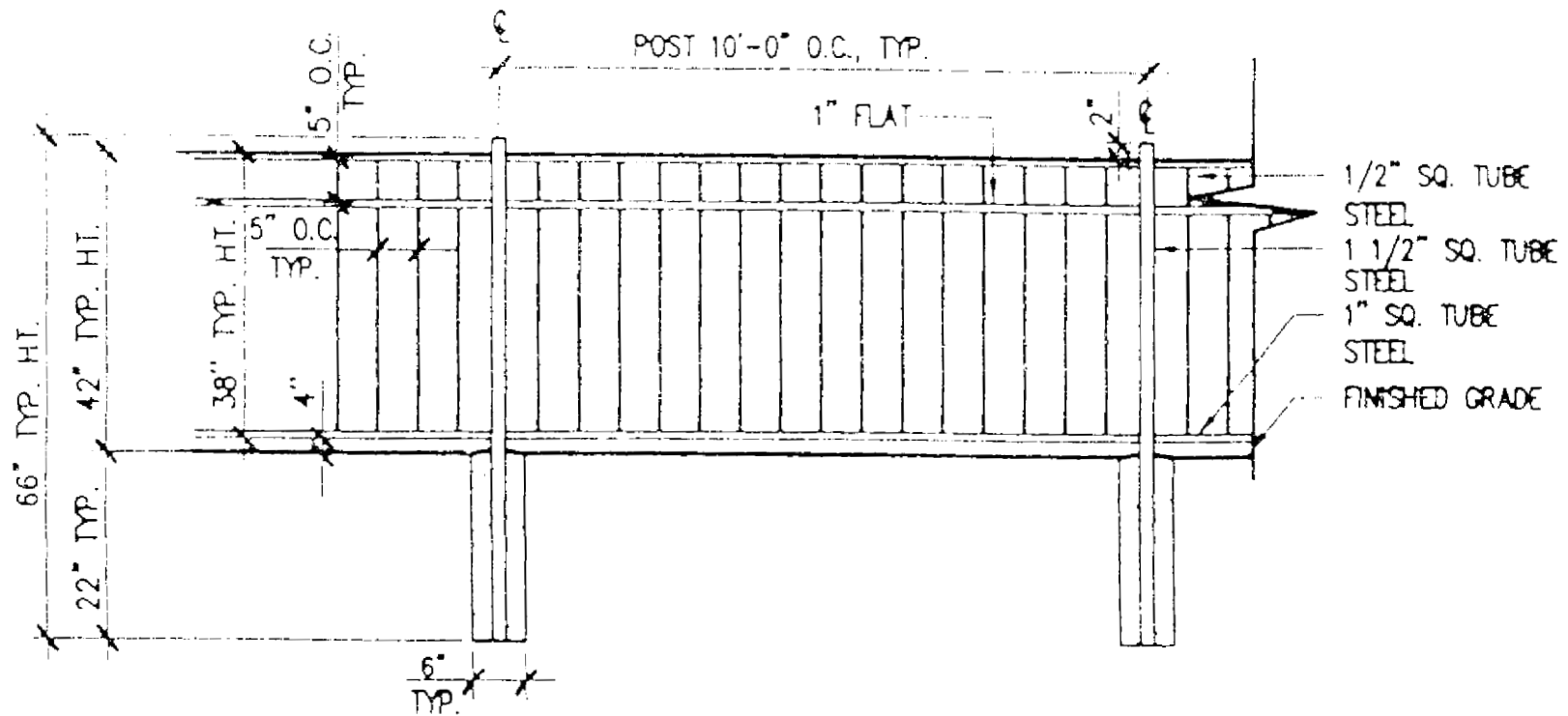
GREEN VALLEY RANCH STANDARD THREE RAIL FENCE DESIGN



GREEN VALLEY RANCH PRIVACY FENCE WITH LATTICE by Oakwood Homes



GREEN VALLEY RANCH STANDARD ORNAMENTAL WROUGHT IRON FENCE



GREEN VALLEY RANCH FENCE TRANSITION

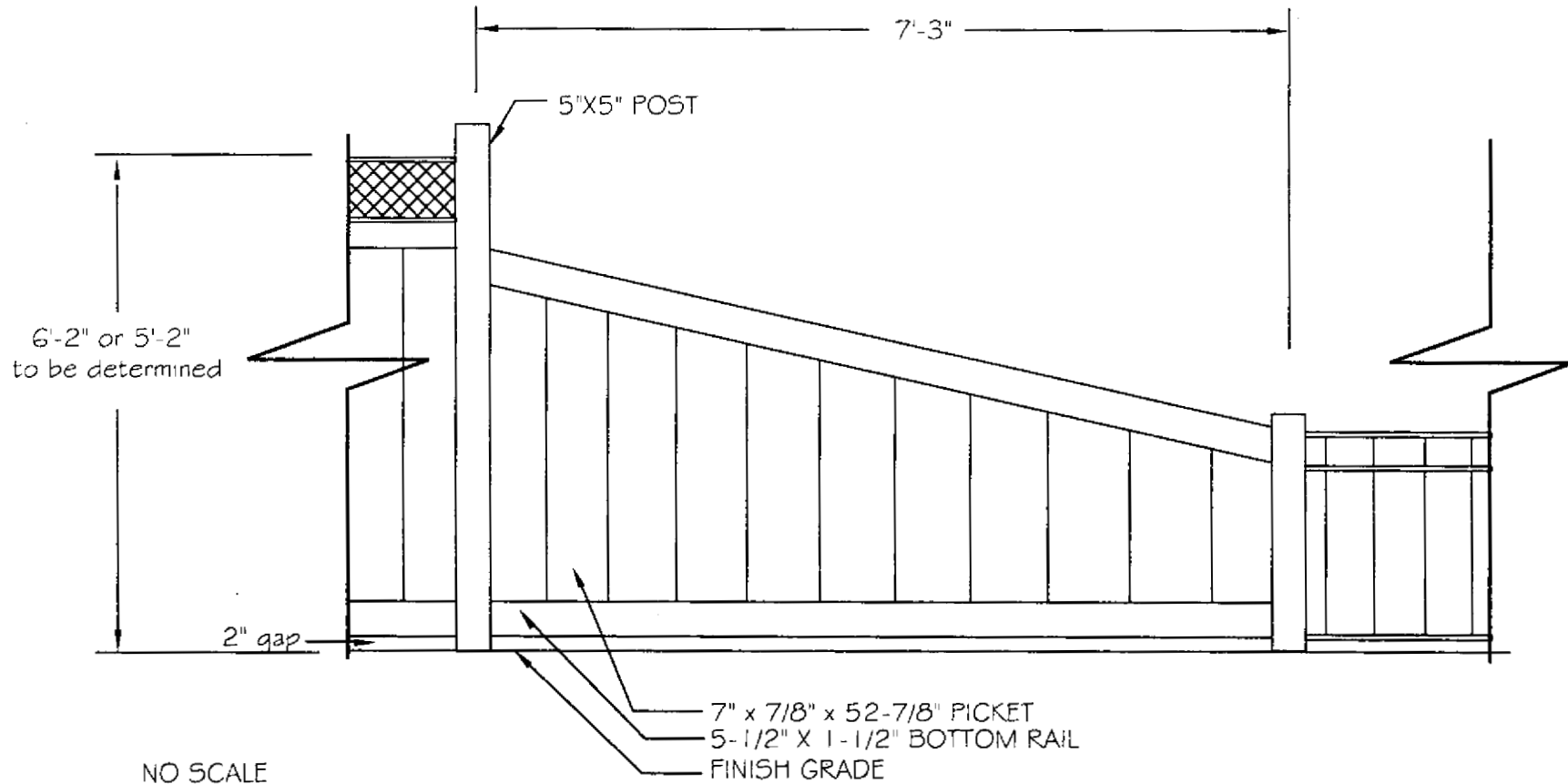


Exhibit C

Typical Landscape Plan Green Valley Ranch North

SYMBOLS

NOTES

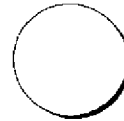
- ALL TURF IRRIGATION WILL BE RAINBIRD 1804 POP-UPS. ALL SHRUB AREAS WILL BE INSTALLED WITH DRIP IRRIGATION.

- ALL CONTROLLERS WILL BE RAINBIRD ESP WHICH ALLOW FOR A CUSTOM EVERY 5RD DAY WATERING SCHEDULE.

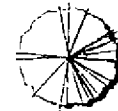
- ALL MULCH WILL BE 1.5" RIVER ROCK UNLESS OTHERWISE NOTED.

- FRONT YARD LANDSCAPE WILL BE AT WING FENCE LINE (APPROX. 5'-10' BACK FROM FRONT CORNERS OF HOUSE).

- ALL PLANT MATERIAL WILL MEET ALL GVR/METRO DISTRICT REQUIREMENTS.



2.5' DECIDUOUS TREE



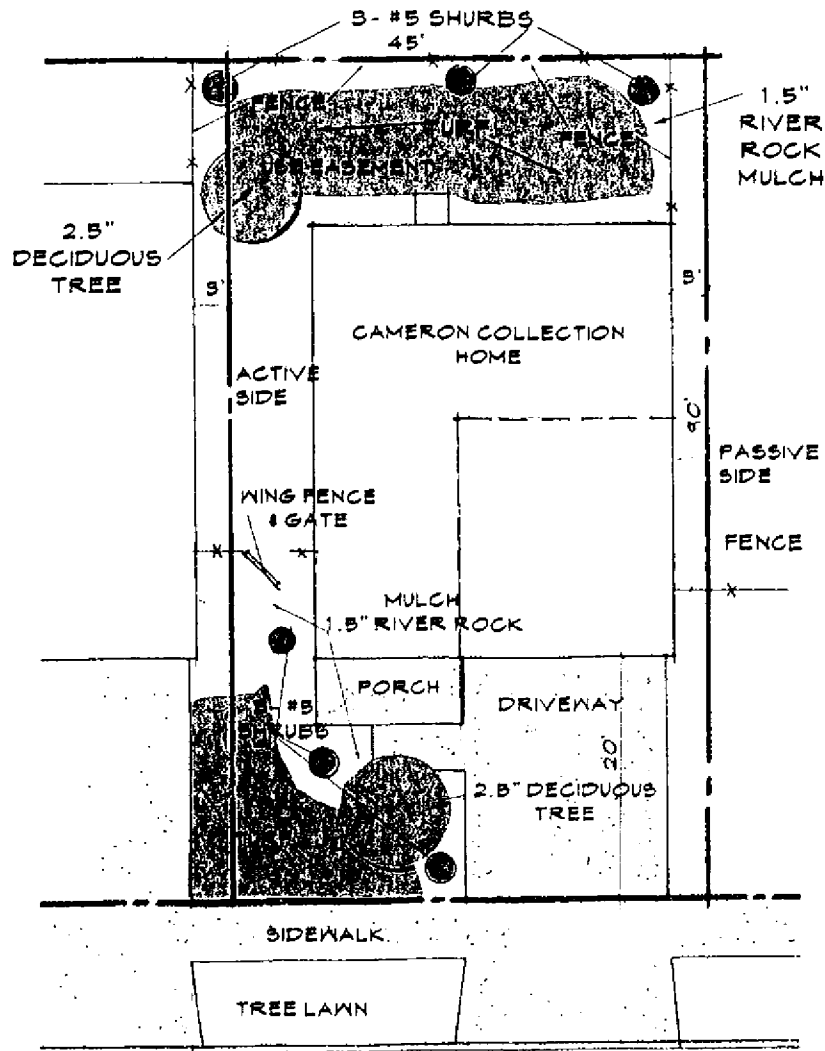
6' EVERGREEN TREE



SHRUB #5



ORNAMENTAL GRASS #1



INTERIOR LOT - FULL YARD - BASIC

Exhibit D
GREEN VALLEY RANCH NORTH
PROCEDURES FOR SUBMITTING DESIGN REVIEW APPLICATIONS

As stated in the *Design Guidelines – Rules and Regulations*, pre-approval is required for ALL external improvements made to your home (i.e. landscape, fence, deck, hot tub, paint colors, etc.) PRIOR to installation. It is important that this process be followed to ensure and promote design excellence in your community, and prevent possible fine violations.

1. The initial Design Review Application must be completed and submitted directly to Management Specialists, Inc., at the address or fax number listed on the application.
2. Management Specialists, Inc. will review all applications and forward the applications to the Town Center Metro District Residential Covenant Review Committee (RCRC) for final approval. The Committee will act upon the plans within 30 days of receipt of a completed application packet.
3. Management Specialists, Inc. will contact the homeowner in writing with the decision on the submitted application. If your improvement is not approved, you must resubmit with the necessary revisions (as indicated by the Committee) until you have received written approval from the Committee.
4. Once your improvement is completed, you may then submit the **Final Approval & Inspection Application** to Management Specialists, Inc. Once submitted, Management Specialists, Inc. will conduct an on-site inspection of the improvement.
5. Once Management Specialists does an on-site inspection of the improvement, you will receive written notification of approval. They will also notify the Town Center Metropolitan District in writing. The District will notify your Title Company to release your landscape escrow money and your check will be mailed to your home address usually, within 14 days.

Forward Design Review Applications to:
Management Specialists, Inc.
C/O Loretta Rowan
390 Interlocken Crescent, Suite 500
Broomfield, CO 80021-8041
(303) 420-4433
(303) 420-6611 fax

If you have any questions, please contact Management Specialists directly at 303-420-4433. Thank you in advance for your cooperation.

Thank You for helping make Green Valley Ranch a great place to live!

**GREEN VALLEY RANCH NORTH (TOWN CENTER)
DESIGN REVIEW APPLICATION**

**Return to:
Westwind Management Group, Inc.,
27 Inverness Drive East, Englewood, CO
80112
(303)369-1800; Fax# (303)369-0007**

Name: _____

Address: _____

Contact Phone: _____ Email Address: _____

My request involves the following type(s) of improvement(s), (Check all that apply): A copy of your plan showing the location of the proposed improvement must be included with this submittal.

- | | | |
|------------------------------|---------------------------|----------------------|
| _____ Basketball Backboard | _____ Fencing | _____ Play Equipment |
| _____ Deck/Patio Slab | _____ Landscaping | _____ Painting |
| _____ Roofing/Solar | _____ Shed | _____ Patio Cover |
| _____ Sauna/Hot Tub | _____ Security/Patio Door | _____ Window (s) |
| _____ Other (Describe) _____ | | |

ATTACH PLANS AND SPECIFICATIONS: Describe proposed improvement below, include site plan, sketch of lot, paint chips, building materials, landscape plans, fence layout, elevation drawings, brochures (i.e. patios, decks, structures) etc.

Anticipated Date of Completion: _____

I understand that I must receive approval from the Town Center Metropolitan District in order to proceed and that a response may take up to 30 days. I understand that design approval does not constitute approval of the local building department and that I may be required to obtain a building permit. Approvals are based on conformance with the Metro Districts governing documents and aesthetic concerns. No representation is made by the Town Center Metropolitan District of approval of structural integrity. Drainage issues and existing slopes are crucial elements to be considered when installing improvements. Each owner is individually responsible for any change to the grade or for changes to the flow of water onto adjacent properties. I agree to complete improvements promptly after receiving approval and by the required completion date. I understand that all projects are subject to final inspection by Town Center Metropolitan District and that if the modifications are made to the plans, I must resubmit them for approval.

Homeowner's Signature: _____ Date: _____

Note: If you have not been contacted by management, please do not assume your form was received and for your protection do not begin any changes or improvements until you have confirmation from the Town Center Metropolitan District through management.

(Town Center District Use Only)

DRC ACTION _____ Approved as submitted _____ Approved with conditions _____ Denied as submitted

Conditions for Approval Include the Following:

Reason for Denial Include the Following:

REQUIRED COMPLETION DATE: _____

Design Review Committee Signature: _____ Date: _____

Design Review Committee Signature: _____ Date: _____

GREEN VALLEY RANCH NORTH

Design Review Application Conditions

All proposed improvements including transporting labor and/or materials must access the property through the residential site **ONLY**. Access over or through Town Center Metro District (TCMD) property is **PROHIBITED**. Any damage to TCMD property is subject to the restoration policy within the Design Guidelines.

Front and Side Yard Landscaping Requirements:

You must plant a minimum of one tree and three bushes in your front yard and they must meet the following size requirements when installed: One deciduous shade tree, 2 1/2" caliper (diameter of tree trunk) when planted **OR**, one ornamental shade tree, 2" caliper (diameter of tree trunk) when planted **OR**, one evergreen tree, 6-8' tall when planted.

A minimum of three, 5-gallon size shrubs must be planted in the front yard. Vines, ground covers and perennial flowers must be at least 1-gallon in size.

50% of the front yard must be green, growing, plant material

All rock and mulch areas must have fabric weed barrier installed and be separated from turf areas using wide heavy gauge steel edging, concrete, brick or stone on a foundation. Large areas of rock or wood mulch without shrub or flower plantings will be **prohibited**.

All turf areas must be sod or seeded with an improved variety of Kentucky Bluegrass or drought tolerant equivalent.

An automatic irrigation system shall be required to be installed and maintained by the homeowner in all front yards.

Backyard Landscaping Requirements:

All rock and mulch areas must have fabric weed barrier installed and be separated from turf areas using wide heavy gauge steel edging, concrete, brick or stone on a foundation. Large areas of rock or wood mulch without live plant material will be prohibited.

All turf areas must be sod or seeded with an improved variety of Kentucky Bluegrass or drought tolerant equivalent.

Miscellaneous Requirements:

Fencing must be six foot privacy vinyl fencing only. Where privacy fencing must adjoin to Metro District four foot rail fencing, the privacy fencing must taper down to the four foot open rail within the last eight feet from the six foot height to the four foot open rail fence height. If wire fencing is requested, it shall be installed on the homeowner yard side of the rail fencing and fencing type should be 14 Gauge Galvanized Welded Wire Fence with 2" x 4" openings. Chain link, poultry wire, aluminum, sheet metal, plastic, fiberglass, reeds, straw, bamboo, rope and other similar temporary or commercial materials are **NOT** permitted.

Permanent yard ornaments in front yards are discouraged by the Design Review Committee (DRC) and must have DRC approval.

There shall be no interference with the established drainage patterns over any residential site without DRC approval and may require an Engineer's Certificate with Design Review Application (DRA) as specified in the Design Guidelines (DG).

Retaining walls not installed by the builder must provide information on materials, height, lengths, whether they are retaining or freestanding and must include information about how the slope and drainage are routed through the site both currently, and with the proposed wall.

Please be considerate of your neighbors when using a fire pit (if wood burning) as smoke can impact their living spaces both indoors and outdoors due to wind and weather.

Permanent playground equipment, trampolines or trampoline fences or similar sport equipment may be installed in the rear or side yard of a Residential Site without DRC approval if they are at least 5' from any property line and do not make use of neon color tones. Playground equipment may not exceed 10' in height without DRC approval.

Shed requests must include information on location within the lot (plot plan or similar plan to be submitted by homeowner), dimensions (width x length x height), type (custom vs. pre-fabricated), foundation type, materials and colors (including roof color). Shed must be screened from public view and plant material must be used to soften the look of the structure, if visible, be planted within 30 days after installation and continuously maintained thereafter.

Landscape escrow deposit will be held until full landscaping is installed, inspected and approved by the District or its representatives. This includes all improvements requested by the homeowner on the Design Review Application.

Contact your community manager Isaiah Vigil with any questions at (303) 369-1800 (x143) or email him at isaiah@westwindmanagement.com.