

CREEKSIDE SOUTH ESTATES SUBDIVISION

Amended and Restated  
Declaration  
of  
Covenants, Conditions and Restriction  
for  
Creskide

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE (the “**Declaration**”) is made and entered the date and year hereinafter set forth by the members of Creekside South Estates Homeowner’s Association, Inc. (the “**Association**”), and with the consent of the Creekside South Estates Metropolitan District (the “**District**”).

**WITNESSETH:**

WHEREAS, there has been recorded a certain Master Declaration of Covenants, Conditions and Restriction for Creekside Homeowners Association in the real property records of Adams County, Colorado on September 6, 1995, at Reception Number C0104228, as amended and supplemented (the “**Original Declaration**”); and

WHEREAS, Article XI, Section 11.01 of the Original Declaration provides that the Original Declaration shall run until January, 1996, and thereafter for successive periods of ten years each, unless amended or extinguished by a written instrument executed by at least three-fourths of the Owners; and

WHEREAS, Article XI, Section 11.02C of the Original Declaration provides that the Original Declaration may be amended by the recording in the real property records of Adams County, Colorado of an instrument executed and acknowledged by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least 51% of the number of votes entitled to be cast pursuant to Section 6.03A of the Original Declaration; and

WHEREAS, Article XI, Section 11.02A of the Original Declaration provides that no amendment to Article XI, Section 11.02A shall be effective unless adopted by 80% or more of the total number of votes entitled to be cast pursuant to Section 6.03A of the Original Declaration; and

WHEREAS, § 38-33.3-217(1)(a)(I), C.R.S., provides that a declaration may be amended only by the affirmative vote or agreement of owners of units to which more than 50% of the votes in the association are allocated or any larger percentage, not to exceed 67%, that the declaration specifies; and

WHEREAS, pursuant to § 38-33.3-217(1)(a)(I), C.R.S., the three-fourths approval requirement set forth in Article XI, Section 11.01 of the Original Declaration and the 80% approval requirement set forth in Article XI, Section 11.02A of the Original Declaration are capped at 67% and are deemed to require only 67%; and

WHEREAS, Article IX, Section 9.07 of the Original Declaration provides that no amendment of Section 9.06 of the Original Declaration shall affect the rights of any Beneficiary (as defined in the Original Declaration) whose Mortgage (as defined in the Original Declaration) or Deed of Trust (as defined in the Original Declaration) has the first and senior priority as in Section 9.06 of the Original Declaration and who does not join in the execution thereof; and

WHEREAS, it is the desire of the members of the Association to amend the Original Declaration in its entirety, such that this Declaration shall fully supersede and replace the Original Declaration and all provisions thereof; and

WHEREAS, it is the desire of the members of the Association to dissolve the Association, but to keep in place certain restrictions and covenants applicable to the property subject to the Original Declaration, which are then to be enforced by the District; and

WHEREAS, pursuant to C.R.S. §32-1-1004, as amended, and other provisions of Title 32 of C.R.S., the District is empowered to provide certain services to the residents of the District, including covenant enforcement and design review; and

NOW THEREFORE, the undersigned, being the President and Secretary of the Association, certify that (1) pursuant to Article XI, Section 11.01 of the Original Declaration and § 38-33.3-217(1)(a)(I), C.R.S., at least 67% of the Owners have approved this Declaration; and (2) pursuant to Article XI, Section 11.02C of the Original Declaration, Owners entitled to cast at least 51% of the number of votes entitled to be cast pursuant to Section 6.03A of the Original Declaration have approved this Declaration; and (3) pursuant to Article XI, Section 11.02A of the Declaration and § 38-33.3-217(1)(a)(I), C.R.S., Owners entitled to cast at least 67% of the votes entitled to be cast pursuant to Section 6.03A of the Original Declaration have approved the removal of Section 11.02 of the Original Declaration; and (4) pursuant to Article IX, Section 9.07 of the Original Declaration, the removal of Section 9.06 of the Original Declaration was approved by the Beneficiaries of Mortgages and Deeds of Trust which have the first and senior priority, pursuant to § 38-33.3-217(1)(b), C.R.S.

#### DECLARATION

NOW, THEREFORE, effective upon the recording of this Declaration, the property described on **Exhibit A** attached hereto and incorporated herein (the "**Community**"), shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of, and the same shall constitute, a general plan for the Community, ownership, improvement, sale, use and occupancy of the Community, and to enhance the value, desirability and attractiveness of the Community.

This Declaration shall run with the real property in the Community; shall be binding upon all persons having or acquiring any interest in that portion of the Community; shall inure to the benefit of and be binding upon and every interest therein; and shall be enforceable by the District, its successors in interest, each Owner and his successors in interest.

## **ARTICLE I DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

ARCHITECTURAL CONTROL COMMITTEE (hereinafter sometimes "Committee") shall mean the committee created pursuant to Article VII hereto.

ARCHITECTURAL COMMITTEE RULES (hereinafter sometimes "Committee Rules") shall mean the rules adopted by the Architectural Committee pursuant to Section 7.03 hereof.

BOARD shall mean the Board of Directors of the District.

COMMUNITY shall mean the real property which is described on Exhibit A attached hereto and all other real property which is made subject to the terms and provisions of this Declaration.

DECLARATION shall mean this instrument as it may be amended from time to time.

DISTRICT PROPERTY shall mean any property owned, leased or maintained by the District.

GREENBELT AREAS shall mean areas designated by District to be held or maintained as common access paths, and wetland open space areas along Todd Creek for the benefit of all Owners and residents within the District, subject to fees and other charges, or otherwise conditioned or restricted, and made available to non-Owners or non-District residents on such terms and conditions as the Board may determine.

IMPROVEMENT shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

ISDS shall mean an "individual sewage disposal system" designed and installed to provide sewage disposal service for any structure on a Lot, including septic tanks, leach fields, piping, and any other appurtenances to such a system, as defined by the TCHD regulations.

JUCWWS shall mean a joint use common well and water system consisting of a Laramie Fox-Hill well and pump, cistern, pressure tanks, pumps, chlorination system, piping, and other appurtenances to such a system that was installed in the Community to serve a designated number of Lots within the Community with domestic in-house use and limited outside irrigation water. Each JUCWWS shall be owned by the District as herein defined.

The Colorado Department of Public Health and Environment (CDPHE) classifies the 12 individual JUCWWS combined as a "Community Water System" defined as "a public water system. This definition comes from the Colorado Department of Public Health and Environment Water Quality Control Commission, Regulation 11—Colorado Primary Drinking Water Regulations (5 CCR 1002-11). As such this public water system while owned by the District, must be operated by a State certified operator.

The District shall maintain a contract with a State approved operator which shall provide ORC certifications for water treatment & distribution systems, monthly site visit, collect samples required by the water monitoring schedule, delivery to state certified lab, submit reports to CDPHE in order to comply with all applicable provisions in Regulation 11, and other provisions of the Federal Safe Drinking Water Act (SDWA) and its implementing regulations.

The District shall provide maintenance services consisting of inspection, repairs, and/or replacement of each JUCWWS as needed. Maintenance services shall not include a guarantee of water quality in terms of color, odor, or taste beyond that of State and Federal requirements /or quantity of water from each JUCWWS.

LOT shall mean any unit of land which is designated on any recorded subdivision plat of the Community, whether or not improved, for a single-family residence.

NOTICE AND HEARING shall mean ten days written notice given as in Section 7.07 provided and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

OUTLOT shall mean any outlot that is designated as such on any recorded subdivision plats of the Property. Outlots are for the primary benefit of the Owners of said Outlots for agricultural purposes, excluding construction of a single family residence. An Outlot shall be owned by an Owner or Owners within the Community, but may be owned by such Owners individually, or by a nonprofit corporation consisting of Lot Owners within the Community, or an unincorporated association of Lot Owners within the Community in which all such Owners shall be entitled to membership.

OWNER shall mean (1) the Person or Persons, holding fee simple interest in a Lot, or (2) the purchaser of a Lot under an executory contract sale.

PERSON shall mean a natural individual or any other entity with the legal right to hold title to real property.

PLANS AND SPECIFICATIONS shall mean any and all documents designated to guide or control the Improvement or other proposal in question, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the Improvement or proposal in question.

RULES AND REGULATIONS shall mean the rules and regulations adopted by the Board, as they may be amended from time to time.

SPWWS shall mean a stock pond and wetland water system was installed in the Community to serve stock ponds on designated Lots within the Community with stock pond and drainage water, and to supply the wetland open space area along Todd Creek with water to help maintain natural wetland conditions. As the channel and ponds also serve as necessary appurtenances for drainage water control within the Community, maintenance of said ponds and connecting channels shall be the responsibility of the owner on whose land said pond or connecting channel is located.

TTCHD shall mean the Tri-County Health Department which is the local County Health Department charged with regulating the installation and maintenance of ISDSs and water quality of JUCWWSs.

## **ARTICLE II GENERAL RESTRICTIONS**

All real property within the Community shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

### **SECTION 2.01 Antennas.**

Antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or with in an enclosed structure. No exterior radio antenna, television antenna, or other antennae of any type shall be erected or maintained in the Community. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antennas (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the District shall be empowered to adopt Rules and Regulations governing the types of antenna that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.



**SECTION 2.02 No Further Subdividing.**

No Lot or Outlet shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof.

**SECTION 2.03 Insurance Rates.**

Nothing shall be done or kept in the Community which will increase the rate of insurance of the District without the approval of the Board, nor shall anything be done or kept in the Community which would result in the cancellation of insurance of the District or which would be in violation of any law.

**SECTION 2.04 Signs.**

No sign of any kind shall be displayed to the public view without the approval of the Committee; provided, however, that signs not more than three feet by two feet may be displayed on or from a residence advertising the residence for sale or lease.

**SECTION 2.05 Nuisances.**

No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Community and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

**SECTION 2.06 Repair of Buildings.**

No Improvement hereafter constructed upon any land within the Community shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

**SECTION 2.07 Improvements and Alterations.**

There shall be no construction other than repairs pursuant to Section 2.06 above, excavation, alteration which in any way alters the exterior appearance of any Improvement, or removal of any Improvement without the prior approval of the Committee.

**SECTION 2.08 Violation of Rules and Regulations.**

There shall be no violation of the Rules and Regulations once adopted by the Board and made available to the Persons affected thereby. If any Owner or his family or any guest, licensee, lessee or invitee of such Owner or his family violates the Rules and Regulations, the Board may invoke any one or more of the remedies set forth in Section 5.02F or Section 10.01 of this Declaration.

**SECTION 2.09 Drainage.**

There shall be no interference with the established drainage patterns or within designated drainage easements as dedicated on subdivision plats for any property within the Community, unless adequate provision is made for proper drainage and approved by the Committee.

**SECTION 2.10 Required ISDS Maintenance by Homeowner.**

Septic tanks shall be inspected every 2 years, and pumped at a minimum every 4 years. Disposal field areas shall be inspected monthly. If ponded water is observed, the septic tank should be inspected, and if needed, pumped. No fences, driveways, walkways, horse or stock pens, buildings, or irrigated landscaping shall be planted over disposal field areas. A non-irrigated grass vegetative cover shall be planted over disposal field areas.

**SECTION 2.11 No Hazardous Activities.**

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

**SECTION 2.12 No Temporary Structures.**

No tent or shack or other temporary building, improvement or structure shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of the Committee, such approval to include the nature, size and location of such structure.

**SECTION 2.13 Noise Restriction.**

Noxious noises created by construction, building, mowing and other noisy activity shall cease after 9 P.M. and not begin before 7 A.M. all days of the week.

**SECTION 2.14 Lot Maintenance.**

Weeds must be mowed if height exceeds 6 inches. Any and all blowing trash must be picked up immediately. All manure must be removed once a month. Fines may be assessed up to \$50.00 a day for each day such action is not completed to the satisfaction of the Board, the payment of which shall be subject to the lien of the District pursuant to Section 5.02F of this Declaration.

**SECTION 2.15 Animals.**

Except by permission of the Committee after consultation of adjacent Lot owners, only 4 cats, 3 dogs, and 1 horse or other large animal/acre shall be allowed on any Lot or Outlot within the Community. In the event a greater number of dogs, cats, horses, other large animals, or any other animals are allowed after approval by the Committee, the number of animals shall not be greater than nor the restrictions less than, those imposed in the A-1 zone district. All animals shall be contained on the Lot or Outlot premises or under control of the resident and/or Owner of the Lot or Outlot at all times. All animal food and wastes shall be handled and disposed of in a sanitary manner and shall not cause an annoyance or nuisance to any adjacent Lot resident and/or Owner.

**SECTION 2.16 Vehicle Storage.**

Only Owner vehicles may be stored on a Lot in a fenced and enclosed area of the Lot. A vehicle not owned by an Owner shall be removed from a Lot within 24 hours.

**SECTION 2.17 No Mining and Drilling.**

No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except that the District may, by appropriate written permit, grant, license or easement, allow the drilling of wells for the extraction of water; and except that the District may, by appropriate written permit, grant, license or easement, allow any of the forgoing activities to the extent permitted by applicable zoning; and except those oil and gas rights leased previous to this Declaration.

**SECTION 2.18 JUCWWS Usage.**

Usage of joint use common well and water systems shall be limited to not more than .71 acre feet of water usage per year per home. Nor shall such water be utilized for any purpose, other than ordinary in-house household use, the watering of up to four domestic animals, and not more 8,000 square feet of outside irrigation lawn or garden per home. Subject to other requirements within this Declaration or the Rules and Regulations, the keeping of four additional animals shall be allowed for each 1,000 square feet of outside irrigation area relinquished from irrigation entitlement.

**SECTION 2.19 JUCWWS Expenses.**

Expenses for maintenance services of JUCWWSs consisting of inspection, annual bacteriological testing, repairs and/or replacement as needed shall be paid for by the District from available revenues thereof, subject to the District's budget and annual appropriation. Electric service for each JUCWWS's usage shall be paid for similarly by the District, or directly by the Lot Owners served by each JUCWWS divided by the number of Lots served, if this method of payment for electric service is determined to be more appropriate by the District.

**SECTION 2.20 Vehicles.**

The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, motor homes, trailers, bicycles, buses, campers, recreational vehicles, motorcycles, wagons, sleighs, and snowmobiles, shall be subject to the Rules and Regulations, which may prohibit or limit the use thereof within specified parts of the Community, and which may also provide parking regulations and adopt other rules regulating the same.

**SECTION 2.21 Construction Activities.**

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities of Improvements by any Owner upon property within the Community provided that when completed such Improvements shall in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Committee, provided that such waiver shall be only for the reasonable period of such construction. A waiver may, but need not be, recorded.

**ARTICLE III  
PERMITTED USES AND RESTRICTIONS RESIDENTIAL AREAS**

**SECTION 3.01 Residential and Outlot Areas.**

All property within any residential area (excluding any Greenbelt Areas in such residential area) shall be improved and used solely for residential use; except that any Outlot may not be used for homesite construction but may be improved with fences, pens, sheds, and outbuildings, and used for passive and active agricultural purposes subject to the same restrictions for the primary benefit of the Owners and occupants of Lots in such residential area.

### **SECTION 3.02 Improvements and Use.**

Except as provided in Section 3.01 hereof, no Lot shall be improved or used except by a dwelling or structure designed to accommodate no more than a single family and its servants and occasional guest, plus a garage, fencing and such other Improvements as are necessary or customarily incident to a single-family residence; provided, however, that separate guest houses, and servants' quarters, and barns, stables and corrals may be erected on any Lot as permitted by the appropriate authority and the applicable zoning.

### **SECTION 3.03 Residential Use; Rentals.**

No residence on any Lot shall be used for any purpose other than single-family residential purposes. However, nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short or long-term basis subject to all the provisions herein. No commune, cooperative or similar type living arrangement shall be permitted anywhere on the Community.

### **SECTION 3.04 Animals.**

No commercial kennel, other facility for raising or boarding dogs, or facility for commercial breeding any other animal shall be allowed on any Lot or Outlot.

### **SECTION 3.05 Unsightly Article.**

No unsightly article shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure; refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, sorted or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view; and liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

**ARTICLE IV  
PERMITTED USES AND RESTRICTIONS OTHER AREAS**

**SECTION 4.01 Greenbelt Areas.**

Any other provision of this Declaration to the contrary notwithstanding, no land within any Greenbelt Areas area shall be improved by any Improvement, used or occupied except in such manner as shall have been approved by the District in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. No approval shall be granted which would be in contravention of the zoning then in effect for the area in question.

**ARTICLE V  
COMMUNITY**

**SECTION 5.01 District**

The District is a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court for Adams County, Colorado, recorded in the real property records of Adams County, Colorado on November 29, 2018, at Reception Number 2018000095566; has the authority set forth in the Special District Act (Title 32, Article 1, Colorado Revised Statutes); and operates under the Service Plan for Creekside South Estates Metropolitan District (the "Service Plan") approved by the Board of County Commissioners of Adams County, Colorado on September 11, 2018. The affairs of the District are managed by the District's Board of Directors.

**SECTION 5.02 Powers and Authority of the District.**

The District shall have all of the ordinary powers and rights of a metropolitan district formed under the Colorado Special District Act, including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or the Service Plan. The District shall also have the power to do any and all lawful things which may be authorized, required, or permitted to be done under this Declaration or the Service Plan and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the District under this Declaration and the Service Plan.

Without in any way limiting the generality of the two preceding sentences, the District shall have the power and authority at all times as follows.

A. Greenbelt Areas and JUCWWSs. To accept, own, operate and maintain all Greenbelt Areas and JUCWWSs, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas;

B. Repair and Maintenance of District Property, ISDSs and JUCWWSs. To maintain in good repair and condition all lands, improvements, ISDSs and JUCWWSs, and/or other District Property owned by or leased to the District, or as designated by these Sections as requiring the District to provide limited or complete maintenance.

C. Rules and Regulations. To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such Rules and Regulations, not in contradiction of this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of District Property. Without limiting the generality of the foregoing sentence, such Rules and Regulations may set fees and prescribe the regulations governing the operation of District Property. Each Owner shall be entitled to examine such Rules and Regulations in accordance with Colorado law.

D. Architectural Committee. To appoint and remove members of the Committee as provided in Section 7.02 hereof, and to insure that at all reasonable times there is available a duly constituted and appointed Committee.

E. Enforcement Hereof. To enforce, in its own behalf and in behalf of all Owners, all of the covenants, conditions and restrictions set forth in this Declaration the Rules and Regulations, and the Committee Rules under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions and restrictions; and to perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of this Declaration, the Rules and Regulations, or the Committee Rules.

F. Right of Entry and Enforcement. The District shall have the power to enforce the provisions of this Declaration, the Rules and Regulations and the Committee Rules, and shall take such action as the Board deems necessary or desirable to cause such compliance by each Owner and each Person claiming by, through, or under such Owner. Without limiting the generality of the foregoing, the District shall have the power to enforce the provisions of this Declaration, the Rules and Regulations and the Committee Rules by any one or more of the following means: (a) by entry upon any Lot within the Community with notice (unless a bona fide emergency exists), without liability to the Owner thereof or the District, for the purpose of enforcement or causing compliance with this Declaration, the Rules and Regulations or the Committee Rules; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration, the Rules and Regulations, or the Committee Rules, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration, the Rules and Regulations, or the Committee Rules; (d) after Notice and Hearing, by levying and collecting fines against any Owner for breach of this Declaration, the Rules and Regulations or the Committee Rules by such Owner, or such Owner's tenants, guests, family members or invitees, and (e) by recording a notice of violation against the Lot on which the violation exists. The District shall have a statutory perpetual lien pursuant to § 32-1-1001(1)(j)(I), C.R.S. against any 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.

G. Security Services. To provide watchmen, guards and police at points of entry onto the Community for District Property and at such other places and for such other purposes as the Board shall determine.

#### **SECTION 5.03 Diseased Trees.**

The District may enter upon any Lot or Outlot of the Community at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect infested trees or other plant life are found, the District may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to Lot may be levied by the District as a charge against such Lot, the payment of which shall be subject to the lien of the District pursuant to Section 5.02F of this Declaration.



**SECTION 5.04 Right of Access to Maintain, Repair, and/or Replace ISDSs, JUCWWSs, SPWWSs, and Drainage Channels.**

The District may enter upon any Lot or Outlot of the Community at any time to inspect any ISDS, JUCWWS, and/or SPWWS, and if necessary as determined by the District in consultation with the TCHD, perform maintenance, repair, and/or replace all or portions of any ISDS, JUCWWS, and/or SPWWS. The cost thereof applicable to repair and/or replacement of any ISDS and/or SPWWS, and any payment by the District to any other party for damage and/or injury caused to any other party, may be levied by the District as a charge against the applicable Lot, the payment of which shall be subject to the lien of the District pursuant to Section 5.02F of this Declaration. The cost of any repair and/or replacement to any JUCWWS caused by negligence, overuse, and/or damage caused by a Lot Owner, or such Owner's tenants, guests, family members or invitees may be levied by the District as a charge against such Lot, the payment of which shall be subject to the lien of the District pursuant to Section 5.02F of this Declaration.

**ARTICLE VI  
DISTRICT PROPERTY**

**SECTION 6.01 Damages.**

Each Owner shall be liable to the District for any damage to District Property which may be sustained by reason of the negligent or intentional misconduct of such Owner or such Owner's tenants, guests, family members or invitees. The amount of such damage may be levied by the District as a charge against such Lot, the payment of which shall be subject to the lien of the District pursuant to Section 5.02F of this Declaration.

**ARTICLE VII  
ARCHITECTURAL COMMITTEE**

**SECTION 7.01 Members of Committee.**

The Committee shall consist always of not less than two nor more than five members.

Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

**SECTION 7.02 District's Rights of Appointment.**

The Board shall have the right to appoint and remove all members of the Committee.

### **SECTION 7.03 Review of Proposed Construction.**

Whenever in this Declaration the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Except as otherwise provided in this Declaration, prior to commencement of any construction of any Improvement on a Lot in the Community, the Plans and Specifications therefor shall be submitted to the Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specification in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area of the Community as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans and Specification on such changes therein as it deems appropriate, and may require submission of additional Plans and specifications or other information prior to approving or disapproving the material submitted. The Committee may also issue Committee Rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including without limitation, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval.

### **SECTION 7.04 Meetings of the Committee.**

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 7.09. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

### **SECTION 7.05 No Waiver of Future Approvals.**

The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different Person.

**SECTION 7.06 Compensation of Members.**

The members of the Committee shall be entitled to reasonable compensation from the District for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder.

**SECTION 7.07 Inspection of Work.**

A. Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any Improvement for which approved Plans or Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.

(2) The Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(3) If upon the expiration of thirty days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may invoke any of the remedies set forth in Section 5.02F or Section 10.01 of this Declaration.

B. Work in Progress. The Committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (2) of Section 7.07A. If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (3) of Section 7.07A shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board shall find that such noncompliance exists.

**SECTION 7.08 Nonliability of Committee Members.**

Neither the Committee (nor any member thereof), the District, nor the Board (nor any member) thereof shall be liable to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's, the District's, or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee (or its members), the District, or the Board (or its member), as the case may be. The Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and the Community generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

**SECTION 7.09 Variances.**

The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Committee Rules, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. If such a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

## ARTICLE VIII STRUCTURES AND LAND USE

### SECTION 8.01 House Size and Parking on Public Right-of-Way.

A. A minimum house size of a ranch house or a raised ranch house shall be 1,200 finished square feet on the main floor. Two story homes shall have 1,000 square feet finished minimum on the first floor, and 1,400 square feet total finished minimum including an upper or lower level that is more than 50% above ground level. Multi-level homes shall have 1,200 square feet finished minimum on two adjacent levels, and 1,400 square feet total finished minimum including all levels that are more than 50% above ground level. Porches, decks, garages, patios, breezeways, and/or basements shall not be utilized in the calculating of square foot requirements. All homes shall have a garage of at least 450 square feet, within 1 year of occupancy of the home, and two additional off street parking space for at least two other vehicles completed with occupancy of the home.

(1) In the “Creekside Estates – Second Filing” Subdivision, a minimum house size of a ranch house or a raised ranch house shall be 1,400 square feet on the main floor. Two story homes shall have 1,200 square feet finished minimum on the first floor, and 1,600 square feet total finished minimum including an upper or lower level that is more than 50% above ground level. Multi-level homes shall have 1,400 square feet finished minimum of adjacent levels, and 1600 square feet total finished minimum including all levels that are more than 50% above ground level. Porches, decks, garages, patios, breezeways, and/or basements shall not be utilized in the calculating of square foot requirements. All homes shall have a garage of at least 450 square feet, within 1 year of occupancy of the home, and two additional off street parking spaces for at least two other vehicles completed with occupancy of the home.

(2) In the “Creekside Estates – Third Filing” Subdivision, a minimum size of a stick built ranch house or a raised stick built ranch house shall be 1,500 square feet on the main floor and including, where applicable, the square foot portion of a walk-out basement that is more than 50% above ground level. The minimum size of a ranch style modular house that conforms to the “UBC” (Uniform Building Code) shall be 1,800 square feet, and a picture of the actual house on another lot shall be submitted for approval to the Homeowners Association. “HUD” approved factory built homes shall not be allowed. Two story homes shall have 1,300 square feet finished minimum on the first floor, and 1,700 square feet total minimum including an upper or lower level that is more than 50% above ground level. Porches, decks, garages, patios, breezeways, and/or basements shall not be utilized in the calculating of square footage requirements. All home shall have a garage of at least 450 square feet within 1 year of occupancy of the home, and two additional off street parking spaces for at least two other vehicles completed with occupancy of the home. All roof lines shall have a minimum 4/12 pitch.

B. No trailers, tractor trailers, boats, fifth wheel trailers, motor homes, horse trailers, boat trailers, camping trailers, construction equipment, farm equipment, recreational vehicles, vehicles in excess of 3/4 ton capacity, tractor trailer cab units, or any other vehicles, equipment, items of similar size or length may be parked or left on public right-of-way at any time, nor shall any other vehicle, equipment, or item be parked or left on public right-of-way in excess of 72 hours.

#### **SECTION 8.02 Fencing.**

All fencing bordering the paved roads throughout the development shall be 3 rail, split rail fencing. No fencing utilizing metal posts or metal framing can be used, however stranded wire or wire fabric fencing to be installed over wood or plastic PVC fencing will be allowed. All fencing must be approved by the Architectural Control Committee prior to installation.

#### **SECTION 8.03 Exterior Surface.**

Brick, stone, stucco, wood, log, metal or lap siding, or a similar finished exterior appearing finish shall cover the surface of the exterior walls of the all homes, sheds, and outbuilding. Bare bright metal siding and unpainted or unstained exterior walls shall not be allowed.

#### **SECTION 8.04 Colors.**

Colors on exterior surfaces shall be approved by the Committee.

#### **SECTION 8.05 Roofs.**

Except as provided in Section 8.01A(2) of this Declaration, all roof lines shall have a minimum of 3/12 pitch and shall have a minimum of 12" overhang from vertical wall surface. Roofing shall be cedar shake, tile shake style hardboard, shake style composition or three-tab or T-lock asphalt shingles. Bare metal roofs shall not be allowed.

#### **SECTION 8.06 Driveways.**

All driveways from the paved surface of the County road to the garage of the home shall be defined and completed in typical road design construction, and be covered with gravel, recycled asphalt, concrete, brick, or other material that prevents the tracking of mud onto the County road.

#### **SECTION 8.07 Height Restrictions.**

No residence, garage, shed, and/or outbuilding shall be more than 25 feet in height from a normal finish grade at the front of the home. The Committee understands that some homes and/or outbuildings may exceed this figure at the rear of the home if the lot slopes below the street elevation and a walk-out basement is designed.

**SECTION 8.08 Mailbox and House Numbers.**

Each residence shall install and maintain a mailbox in the front of the residence along the Street, House numbers shall be placed on either the mailbox, the residence, or both.

**SECTION 8.09 Setback Requirements.**

Homes shall have minimum building setback requirements of:

Front - 30 feet (50 feet from SH#7)

Side - 17 feet on one side from one side boundary (5 feet with attached garage), 5 feet from the other side boundary, and 30 feet from any street.

Rear - 20 feet from any rear lot line (50 feet from, SH#7)

**SECTION 8.10 Landscaping.**

All residences shall have a landscaped and irrigated front yard. At no time shall permanent horse or animal runs be allowed in the front yard. At least two trees of 2 inch caliper or larger shall be planted and maintained in the front yard. Landscaping shall be installed within nine (9) months of home occupation.

**SECTION 8.11 Outbuildings, Sheds, Detached Garages.**

Setback requirements for all outbuildings, sheds, and detached garages are as follows:

Front - 10 feet behind the front and planes of the house,

Side - 25 feet from any side lot line (40 feet from any street side lot line)

Rear - 10 feet from any rear lot line (50 feet from SH#7)

Total square footage of all sheds, outbuildings, and detached garages shall not exceed 900 square foot/acre of the Lot or Outlot, except by variance from Adams County and the consent of the Committee.

**SECTION 8.12 Structures not Allowed.**

Earthen homes, earthen homes, domes, A-frames, and all other styles deemed by the Committee to be untypical and incompatible with the Community are prohibited.

**SECTION 8.13 Homes, Outbuildings, Sheds, Garages, Other Buildings Design Review Criteria.**

In addition to those applicable standards already outlined in this Declaration, the following shall be utilized in evaluating the compatibility of homes and outbuildings for construction and/or placement on Lots.

A. A home should be displayed to the street and surrounding properties in a compatible and non-monotonous manner through the location of windows, changes and variety of elevation, varied roof lines, porches, other architectural features, orientation on the Lot, exterior color and/or materials, and/or landscaping. Wherever possible, homes on a series of adjacent Lots should not be of the same floorplan. Where repetitive floorplans are utilized on adjacent Lots, additional features (not limited to those outlined above) may be required.

B. All outbuildings should match the appearance of the existing home, wherever possible. Where proposed outbuildings don't match the appearance of the home, the design, color, orientation, and placement on the lot shall be as unobtrusive to adjacent properties as possible.

**SECTION 8.14 Temporary Housing.**

No temporary housing can be erected or moved on to be lived in and occupied while residence is being constructed.

**SECTION 8.15 Yard Light.**

With home construction, a night yard light shall be installed on garage, home, or on pole within 100' of road on which home fronts.

**SECTION 8.16 Building Approval.**

The Committee plan approval form must be signed and approved before placement, installation, or construction of any building or buildings on any Lot.



**ARTICLE IX  
MISCELLANEOUS**

**SECTION 9.01 Amendment.**

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed and any action may be taken at any time and from time to time upon approval of the amendment by at least sixty-seven percent (67%) of the Owners, with each Lot being allocated one vote. The amendment shall be effective upon the recordation of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the District setting forth the amendment in full and certifying that the amendment or repeal has been approved by the Owner as required herein.

**SECTION 9.02 Notices.**

Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the fifth day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the District for the purpose of service of notices, or to the residence of such Person if no address has been given to the District. Such address may be changed from time to time by notice in writing given by such Person to the District.

**SECTION 9.03 Interpretation.**

A. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community as set forth in the RECITALS and DECLARATION of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Section 9.03A, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

D. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.

#### **SECTION 9.04 Remedies Cumulative.**

Each remedy provided by the Declaration is cumulative and not exclusive.

#### **SECTION 9.05 SPWWSs-Stock Pond and Wetland Water Supply.**

Six lots as designated on the Creekside Subdivision plats have stock ponds for the watering of animals, and there are wetland open space areas along Todd Creek. The water for these areas is supplied by the Signal Ditch Company, with water from the Farmers Irrigation and Reservoir Company, as well as drainage water from the homesites in the Community. There is only one other user of the Ditch water from the Signal Ditch. This other user is located across SH#7 to the northwest for two lakes on Lot 7 of Twin Lakes Estates Subdivision. Generally, in all but the driest years, these two lakes in the Twin Lakes Estates subdivision and the ponds and wetland open space areas of Creekside Estates Subdivision will receive un-used water known as "tail" water. The amount of "tail" water and drainage water is generally in sufficient quantity so as to maintain water levels in these two lakes and in the ponds and wetland open space areas of Creekside Estates Subdivision, although there are fluctuations in lake levels. The headgate from the Signal Ditch into the two lakes in the Twin Lake Subdivision is vital for water delivery to both properties, and the headgate out of these two lakes is vital for Twin Lakes to relieve excess water and for Creekside to receive water. Therefore, payment for expenses associated with maintaining the headgates to deliver water into and out of the two lakes on Twin Lakes Estates Subdivision from the Signal Ditch is apportioned 50% to the Twin Lakes and 50% to the Creekside.

The Owner has arranged for and will pay for leasing for three (3) years, adequate water from the Farmer's Irrigation and Reservoir Company ditch water totaling a 1/4 share. At the end of this three (3) year period, the Creekside Homeowners Association can either arrange their own lease, can elect to go on the open market and purchase a 1/4 share of water, or allow the ponds and wetlands open space areas to only be supplied by "tail" and drainage water. The cost of a 1/4 share is approximately \$30,000 on today's market, and the annual lease is approximately \$600, but these prices are approximate and market conditions at the time of purchase would determine availability and cost-of leases and purchases of shares of water. For leasing water, the six lots with ponds shall pay \$5.00 more per month per lot for their share of leasing this water. If purchase is pursued, the cost of purchase will be borne 50% by the Creekside Association and 50% by the six lot owners with ponds, with the proportionate cost between these lot owners being determined by the amount of surface acreage of the pond area on each lot.

#### **SECTION 9.06 Maintenance/Rules of SPWWS and Greenbelt Areas.**

Maintenance of Greenbelt Areas and any related appurtenant structures shall be undertaken by the District; maintenance of SPWWSs shall be undertaken by the owner on whose land said SPWWS is located. The Board may also adopt Rules and Regulations pertaining to the use of these areas, including any proposed grading/improvements to these lakes that would affect the other Lot owners dependent upon the upstream flows for water and any other actions that would adversely affect SPWWS or Greenbelt Areas.

**SECTION 9.07 JUCWWSs-Joint Use Common Well and Water Systems.**

In addition to those general restrictions as listed in Section 2.18 JUCWWS USAGE, the District may also adopt and enforce additional Rules and Regulations to regulate any use of a JUCWWS that would affect other Lot owners on the same JUCWWS and/or other adjacent JUCWWS.

**SECTION 9.08 TCDH Permit for ISDS Installation, Replacement and/or Repair.**

A permit from the TCHD is required for the installation, replacement, and/or repair of any and all ISDS's. Suitable area shall be designated on each Lot site plan for both primary and replacement wastewater disposal fields. Replacement of the primary field may be required, if failure of the primary field occurs. Lot specific soils and percolation tests shall be used to determine the area required for primary and replacement disposal fields. These areas need to meet all TCHD setback requirements, and are to remain free of any improvements that would interfere with the ISDS's operation as outlined in Section 2.10.

**SECTION 9.09 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. Ownership of a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said lien.

**ARTICLE X  
ENFORCEMENT**

**SECTION 10.01 Abatement and Suit.**

The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the District and the Owner of every Lot within the Community. These covenants, conditions and reservations may be enforced as provided in this Declaration by the District, and by the Owner of any Lot provided that the condition hereafter required is satisfied. Each Owner by acquiring an interest in a Lot within the Community appoints irrevocably the District as his attorney-in-fact for such purposes; provided, however, that if an Owner notifies District in writing of a claimed violation of these covenants, conditions and restrictions and the District fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided.

Violation of any condition, covenant, restriction or reservation herein contained shall give to the District the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, and/or to prosecute a proceeding at law or in inequity against the person or persons who have violated or are in violation of any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

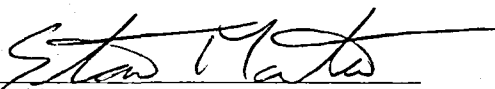
**SECTION 10.02 Deemed to Constitute a Nuisance.**

Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

IN WITNESS WHEREOF, District has executed this Declaration the day and year first above written.

**Creekside South Estates Homeowner's Association,**  
a Colorado nonprofit corporation

By:

  
President

  
Secretary

WITNESSETH  
CLERK OF DISTRICT  
COUNTY OF ADAMS  
STATE OF COLORADO  
ON THIS 4th DAY OF NOVEMBER 2019

ATTEST:

STATE OF COLORADO )  
COUNTY OF Boulder)ss.

The foregoing instrument was acknowledged before me this day of 16, Oct by  
Jan Martin as President of Creekside South Estates Homeowner's Association.

Witness my hand and official seal.  
My commission expires: 7/14/22

Kathryn N Beasley  
Notary Public

KATHRYN N BEASLEY NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20064027259 MY COMMISSION EXPIRES JULY 14, 2022
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STATE OF COLORADO )  
COUNTY OF Boulder)ss.

The foregoing instrument was acknowledged before me this day of 16, October by  
Dave Deines as Secretary of Creekside South Estates Homeowner's Association.

Witness my hand and official seal.  
My commission expires: 8/8/22

Kathy L Martin  
Notary Public

KATHY L MARTIN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19964023896 My Commission Expires August 8, 2022
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**CONSENT OF DISTRICT**

The undersigned, Creekside South Estates Metropolitan District, hereby consents to the aforesaid Declaration of Covenants, Conditions and Restrictions for Creekside.

IN WITNESS WHEREOF, the undersigned as hereto set its hand this 16 day of October, 2019.

CREEKSIDE SOUTH ESTATES METROPOLITAN DISTRICT

By: [Signature]  
Title: President

STATE OF CO )  
COUNTY OF Boulder ) ss.

The foregoing instrument was acknowledged before me this 16 day of October 2019, by Stan Martin, as President of Creekside South Estates Metropolitan District.

Witness my hand and official seal  
My commission expires: 7/14/22

[Signature]  
Notary Public

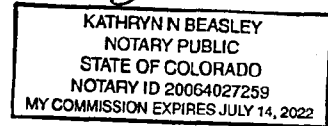


EXHIBIT A - LEGAL DESCRIPTION

THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EXCEPT THE WEST 20 FEET THEREOF, AND EXCEPT ANY PORTION LYING WITHIN FORT RESERVOIR, COUNTY OF ADAMS, STATE OF COLORADO. CONTAINS 150.025 ACRES MORE OR LESS. PROPOSED FILINGS 1 - 3, CREEKSIDE ESTATES SUBDIVISION.

AND

THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EXCEPT THE WEST 30 FEET THEREOF, AND EXCEPT THAT PORTION THEREOF LYING WITHIN FORT RESERVOIR SITE AS ACQUIRED BY Z.J.FORT PURSUANT TO DECREE RECORDED APRIL 20, 1910, IN BOOK 48 AT PAGE 244, COUNTY OF ADAMS, STATE OF COLORADO. CONTAINS 150.19 ACRES MORE OR LESS. PROPOSED FILINGS 4 - 6, CREEKSIDE ESTATES SUBDIVISION.

NOTE: BASIS FOR BEARINGS IS THE SOUTH LINE OF SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, IS ASSUMED TO BEAR S88°47'20" W.