

Highpointe Vista Metro District No. 2
RULES AND REGULATIONS

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HIGHPOINTE VISTA METROPOLITAN DISTRICT #2

POLICY FOR COLLECTION OF UNPAID CHARGES

(Effective 6-13, 2018)

1. **Introduction.** The Board of Directors ("Board") of Highpointe Vista Metropolitan District #2 ("District") adopts the following Policy for Collection of Unpaid Charges ("Policy"). This Policy supersedes any previously adopted policy on the same subject matter.

2. **Policy Purpose.** The purpose of this Policy is to emphasize that collection of unpaid fees, rates, tolls, penalties, charges, or assessments due to the District ("Charges") is an important part of governing the District and such collection should be done in a uniform manner in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates, as the same may be amended from time to time ("Covenants"); the Architectural Guidelines for Highpointe Estates, as the same may be amended from time to time ("ARB Guidelines"); and other District rules and regulations (collectively, the "Community Documents"). It is the intent of this Policy to provide a framework for the collection of past due Charges in a timely and efficient manner. For purposes of this Policy, "Owner" shall mean the owner of record of fee simple title to any lot in Highpointe Estates.

3. **Collection of Unpaid Charges.**

3.1 **Due Date/Delinquent Payments.** Charges are due upon the date specified by the invoice. Any Charges not paid within thirty (30) days after their due date are considered past due and delinquent. If the Charges have not been paid in full within five days after the scheduled due date, a late fee in the amount of \$15.00, or up to five percent (5%) per month, not to exceed a total of twenty-five percent (25%) of the amount due, whichever is greater, will be imposed against the delinquent Owner ("Late Fee"). Furthermore, the District may charge interest at any rate up to eighteen percent (18%) per annum on past due Charges, exclusive of the Late Fee, from the date of delinquency.

3.2 **Returned Check Charge.** In addition to any other amounts due to the District, if an Owner makes payment of Charges to the District by a check which is not honored by the bank on which it was written or is returned by such bank for any reason whatsoever, including but not limited to insufficient funds, the District may impose a reasonable returned check fee not to exceed \$20.00.

3.3 **Application of Payments on Delinquent Accounts.** All payments received with regard to a delinquent Owner's account shall be applied to the District's attorneys' fees and costs, expenses of enforcement and collection, Late Fees, interest (if any), returned check fees, and other costs owing to the District prior to being applied to payment of any Charges then due.

3.4 **Collection Remedies.** In the event payment is not received from any delinquent Owner within thirty (30) days after the due date specified on an invoice, the District may pursue any one or all of the following remedies:

3.4.1 Record a statement lien against the delinquent Owner's property, which will constitute a perpetual lien until all such Charges are paid and which may be foreclosed in the same manner as provided by Colorado law for the foreclosure of mechanics' liens;

3.4.2 Commence and maintain legal proceedings (lawsuits seeking personal judgments and foreclosure actions) for the recovery of delinquent Charges, Late Fees, interest, attorney fees and costs as may be allowed by the District pursuant to Colorado law;

3.4.3 Pursue collection of judgments obtained against Owners; and

3.4.4 Take all other lawful action necessary to collect delinquent Charges in accordance with the Community Documents and Colorado law.

If the District fails to follow the procedures set forth above it shall not be construed as any waiver or release of a delinquent Owner's obligation to pay Charges or the District's right to collect the Charges in accordance with the Community Documents and Colorado law.

4. **District's Attorney Fees and Costs.** Any delinquent Owner shall be responsible for attorney fees and costs incurred by the District in the collection of past due Charges, whether or not a lawsuit is commenced, in accordance with the Community Documents and Colorado law.

5. **Foreclosure Notices.** If the Association receives any foreclosure notice regarding an Owner with unpaid Charges, the Association may seek advice from its attorney regarding the appropriate action to be taken.

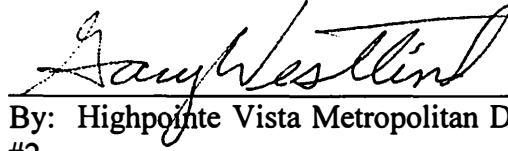
6. **Variances.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such a variance is reasonable under the circumstances.

7. **Amendment.** This Policy may be amended from time to time by the Board.

8. **Superseding.** This Policy supersedes all prior District policies governing the collection of Charges.

CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Secretary of the Highpointe Vista Metropolitan District #2 does hereby certify that the foregoing "Policy for Collection of Unpaid Charges" was duly adopted by the Board of the Highpointe Vista Metropolitan District No. 2 on June 13, 2018.

A handwritten signature in black ink, appearing to read "Laurie Westlin", is written over a horizontal line.

By: Highpointe Vista Metropolitan District
#2

Its: Secretary

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 2**

SECOND AMENDED AND RESTATED MEETING RESOLUTION

WHEREAS, Highpointe Vista Metropolitan District No. 2, (the "District") was organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the Special District Act; and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Board of Directors (the "Board") of the District shall meet regularly at a time and place designated by the Board; and

WHEREAS, Section 32-1-903(1), C.R.S. further requires that all regular and special meetings of the Board be held at locations which are within the boundaries of the District or which are within the boundaries of any county in which the District is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty miles from the District's boundaries; and

WHEREAS, House Bill 19-1087 ("HB 1087"), which was signed into law with an effective date of August 2, 2019, amends Sections 32-1-903(2) and 24-6-402(2)(c), C.R.S. governing meeting notices provided by special districts for regular and special meetings as set forth below; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the District to annually designate one public place within the boundaries of the District where notice of the Board's meetings shall be posted no less than twenty-four hours prior to the Board's meetings, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S. notice of the time and place designated for all regular and special meetings of the Board shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District is deemed to have given full and timely notice of a public meeting if the District posts the notice, with specific agenda information if available, no less than twenty-four hours prior to the meeting on a public website of the District; and

WHEREAS, if the District posts notice on the District's public website pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District must also designate a public place within their boundaries at which the District may post a notice no less than twenty-four hours prior to a meeting if the District is unable to post notice online in exigent or emergency circumstances; and

WHEREAS, on November 3, 2016, the Board adopted a certain Amended and Restated Meeting Resolution designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings (the "Prior Meeting Resolution"); and

WHEREAS, the Board desires to amend and restate the Prior Meeting Resolution pursuant to this Resolution to account for changes pursuant to HB 1087, to designate the time and place of all regular meetings and the twenty-four hour posting location of meeting notices, and to set forth specific requirements for the Board to call emergency meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 2 THAT:

1. The Board hereby determines to hold regular meetings on the second Wednesday of each quarter in March, June, September, and November at 6:30 p.m. The location of all regular and special meetings of the Board shall be held at the Clubhouse at Highpointe Estates, 6049 Mid Pointe Drive, in Windsor, Colorado, which location does not exceed twenty miles from the District's boundaries.

2. The Board hereby designates the District's public website, www.condocafe.com, as the twenty-four (24) hour posting location for all meeting notices.

3. The Board hereby designates the following location as the posting location for notices if the District is unable to post a notice online in exigent or emergency circumstances.

The Clubhouse at Highpointe Estates, 6049 Mid Pointe Drive, Windsor, Colorado.

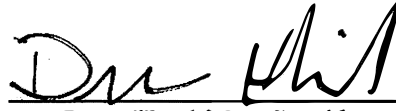
4. The designation set forth in Paragraphs 2 and 3 are hereby deemed to be the Board's annual designation of the location where notices of meetings shall be posted twenty-four hours in advance of said meetings and shall be effective until such time as the Board determines to designate a new posting location. The Board shall provide or cause to be provided the address of the website to the Department of Local Affairs.

5. Emergency meetings may be called by a District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the District's Board, or (b) the next special meeting of the District's Board.

6. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Board concerning meeting location, time, and posting of notices.

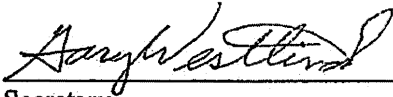
ADOPTED AND APPROVED THIS 11TH DAY OF SEPTEMBER, 2019.

HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 2

A handwritten signature in black ink, appearing to read "Drew Hendricker", written over a horizontal line.

By: Drew Hendricker, President

ATTEST:

A handwritten signature in black ink, appearing to read "Lany Westland", written over a horizontal line.

Secretary

HIGHPOINTE VISTA METROPOLITAN DISTRICT #2

POLICY FOR ENFORCEMENT OF COVENANTS AND RULES (INCLUDING NOTICE AND HEARING PROCEDURES AND SCHEDULE OF FINES)

(Effective 6-13 2018)

1. Introduction.

The Board of Directors ("Board") of Highpointe Vista Metropolitan District #2 ("District") adopts the following Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) ("Policy") relating to the enforcement of the Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates, as the same may be amended from time to time ("Covenants"); the Architectural Guidelines for Highpointe Estates, as the same may be amended from time to time ("ARB Guidelines"); and any other rules or regulations promulgated by the District (collectively the "Community Documents"). This Policy supersedes any previously adopted policy on the same subject matter. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Community Documents.

2. Policy Purposes.

The purposes of this Policy are to:

2.1 Set forth procedures and rules to promote the consistent enforcement of the Community Documents;

2.2. Provide a framework for mediation of disputes between the District and Owners with regard to the Community Documents, except those related to collection of past due assessments or matters that may require an injunction, restraining order or protection order for the protection of the community; and

2.3 Provide Owners with notice of the schedule of fines for violations of the Community Documents.

3. Mediation.

3.1. Request for Mediation. Except as otherwise provided in the Community Documents or this Policy, in the event of a dispute between the District and any Owner with regard to the Community Documents, except disputes regarding past due assessments, enforcement of the Covenants or any matter that may require an injunction, restraining order or protection order for the protection of the community, either the District or an Owner may request mediation by an independent, third-party mediator. A request for mediation (the "Request") must be in writing and mailed to the District or Owner by U.S. Mail, first class postage prepaid to the last registered address of the Owner as listed in the District's records for Requests made by the District to the Owner or to the address of the District's principal business office as then listed in the District's transparency notice on the website of the Special District Association of Colorado for Requests made by the Owner to the District. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable

efforts to select a mediator and schedule mediation of the dispute within thirty days after the effective date of the Request, or such longer time as the parties may agree upon in writing. Except as outlined in Section 3.4 below, if the mediation does not occur within thirty days (or longer if so agreed in writing), or the parties are unable to settle the dispute through mediation, the District or Owner may pursue any other lawful remedy allowed by the Community Documents or Colorado law.

3.2 Mediation Fees and Costs. Fees and costs associated with the mediation, including payment of fees to the mediator, shall be paid as follows:

- a. The requesting party shall pay the mediator in advance for the first two hours of mediation.
- b. If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the District and any Owner(s) and paid at the conclusion of the mediation.
- c. The District and any participating Owner may be represented by an attorney at the mediation. Each party shall pay their respective attorney fees associated with the mediation.
- d. If the Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the District related to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's assessment.

3.3. Continuation of Hearing and Imposition of Fines. A request for mediation shall not suspend or stay any hearing or imposition of fines in accordance with the Fine Policy set forth in Section 4 below. Any fines imposed prior to or after a request for mediation shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the dispute. Unless otherwise agreed at mediation, such fines shall remain legally collectable as assessments in accordance with the Community Documents and Colorado law.

3.4. Continuation of Legal Proceedings. If a lawsuit for the collection of assessments is commenced prior to receiving a Request, such Request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

4. Fine Policy, Notice and Hearing Procedures.

4.1 Fine Policy. The District may levy fines for violations of the Community Documents in accordance with the following notice and hearing procedures.

4.2 Notice of Violation (“Notice”). The Notice of Violation process is as follows:

- a. The District or any Owner may note a violation. If noted by an Owner, the Owner must report the violation in writing to the District or its managing agent at the District’s address.
- b. The Board or its agent will verify the violation and, if appropriate, issue a written Notice to the violating Owner. The Notice will describe the nature of the violation, the time frame for correcting the violation (expressed as a certain number of days after the effective date of the Notice as determined below), state that the District may seek to remedy the violation and otherwise protect its rights as specified in the Community Documents and as provided by law, and contain information regarding the Owner’s right to appeal the violation.
- c. The Notice, together with a copy of this Policy, will be sent via U.S. Mail, addressed to the last registered address of the Owner as listed in the District’s records. The Notice will be considered effective three days after it is deposited in the mail.
- d. The Owner receiving the Notice then has the amount of time specified in the Notice to correct the violation.
- e. If the violation is not corrected within the specified time, a fine will be levied starting on the first day after the time period for correcting the violation expires, subject to the Request for Hearing provisions below.

4.3 Requests for Hearing. Any Owner who believes the Notice was sent in error, or who feels there are mitigating circumstances, has the right to request a hearing before the Board. To request a hearing, the Owner must provide notice to the District in writing within seven days of the effective date of the Notice. The District’s Board shall then set a date for the hearing and provide notice of the time, date, and place thereof to the Owner. The hearing shall be open to attendance to any person having the right to attend any meeting of the Board unless the Board convenes an executive session in accordance with the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S. If a hearing is timely requested, the fine shall not be imposed prior to the date set for the hearing. The Board will decide if any Board member has a potential conflict of interest on a case-by-case basis to ensure the hearing is conducted before an impartial decision maker. The purpose of the hearing is to 1) determine if there was a mistake made in issuing the Notice, 2) determine if there are mitigating

circumstances, 3) determine whether a violation of the Community Documents occurred, and 4) make arrangements for bringing the violation into compliance over a period of time if warranted.

The hearing process will not and cannot be used to determine if a particular provision of the Community Documents is desirable.

4.4 Hearing Procedure. The general procedures for a hearing shall be as follows:

- a. The hearing shall be conducted by the Board; provided any member of the Board with a direct personal or financial interest in the outcome of the hearing shall recuse him or herself. The Board shall (1) establish a quorum, (2) explain this Policy and its procedures, and (3) describe the nature of the violation as specified in the Notice.
- b. The Owner may then provide rebuttal arguments to the Notice using witnesses or any other information the Owner deems appropriate.
- c. After all testimony and other evidence have been presented, the Board shall decide whether or not the Notice was justified, or whether there were mitigating circumstances. If the Board finds the Notice was justified, a fine may then be assessed by the Board or, in the Board's sole discretion, mutually agreeable arrangements made with the Owner to ensure other correction of the violation and compliance in the future. If the Board finds the Notice was not justified, no fine shall be assessed, and the District shall not allocate to the Owner's account any of the District's costs or attorney fees incurred in asserting or hearing the claim.

4.5 Fines. If an Owner fails to timely correct a violation, the Board has the right to assess a one-time fine in the amount of \$300.00. In addition, the Board may assess daily fines for any continuing or persistent violation in the amount of \$25.00 per day until the Owner has corrected the violation. The Owner is responsible for notifying the District in writing if and when the violation has been corrected. Any daily fine shall continue at the stated rate until the Owner gives written notice of correction, regardless of when the violation was corrected.

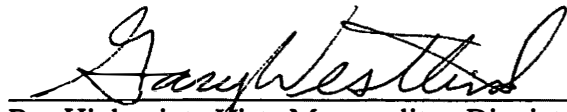
4.6 District Legal Remedies. Notwithstanding the provisions of this Policy, the District may commence the necessary legal proceedings under the Community Documents or under Colorado law to compel correction of the violation or otherwise enforce the Community Documents as well as

to recover any unpaid fines, court costs, attorney's fees and other District expenses arising from the violation at any time.

- 4.7 Collection of Fines. Assessed fines may be billed to the Owner by U.S. Mail and are legally collectable as assessments in accordance with the Community Documents and Colorado law. The fines imposed by the District constitute a perpetual lien against such Owner's property until paid. Furthermore, the violating Owner is responsible for all costs and reasonable attorney fees incurred by the District as a result of the violation.
- 4.8 Repeat Violations. A repeat violation is a violation committed by an Owner which is the same as the original violation committed by that Owner, and which occurs within twelve months after the original violation. The District shall provide notice of the repeat violation to the Owner in accordance with Section 4.2 above but may impose additional penalties due to the nature of the violation as a repeat violation. The repeat violation Notice shall also inform the Owner of such additional penalties. If the repeat violation has not been corrected within the time period specified in the notice for correction of the violation, then the District may impose a fine that may be up to twice the amount imposed for the original violation.
- 4.9 Fines Not Exclusive Remedy. Fines levied under this Policy are not the District's exclusive remedy for addressing a violation. Nothing in this Policy precludes the District from pursuing any other remedy provided under the Community Documents or under Colorado law for correcting the violation.

CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Secretary of the Highpointe Vista Metropolitan District #2 does hereby certify that the foregoing "Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines)" was duly adopted by the Highpointe Vista Metropolitan District #2 Board on June 13, 2018.


By: Highpointe Vista Metropolitan District #2
Its: Secretary



ARCHITECTURAL GUIDELINES FOR HIGHPOINTE ESTATES **(Approved 3/14/2018)**

Table of Contents

GENERAL

The following is an alphabetical list of a wide variety of specific types of improvements which homeowners and builders typically consider installing, with pertinent information to each or procedures that must be followed in order to complete the construction process. **Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the Architectural Review Board (hereinafter "ARB") for HighPointe Estates, and written approval of the ARB obtained before construction of the improvement can begin. If you are considering an improvement not listed below, ARB approval is required.** These guidelines may be changed from time to time, as allowed by the covenants for this subdivision.

ALWAYS BE SURE YOU HAVE OBTAINED AND READ THE MOST RECENT VERSION OF THE ARCHITECTURAL GUIDELINES.

GUIDELINES BY NAME

1. ACCESSORY BUILDINGS. Not permitted. All storage sheds must be a part of the house or garage and require ARB approval. Lots 376 and 377 have existing accessory buildings on site – these existing buildings are exempted from this provision. It is further noted that these two lots are allowed to have horses.
2. ADDITIONS AND EXPANSIONS. ARB approval is required. Additions or expansions to homes will require submission of detailed plans and specifications. The ARB reserves the right to ask for the approval of the next door neighbor.
3. ADVERTISING. See "SIGNS."
4. AIR CONDITIONING EQUIPMENT. Only central air conditioning is permitted. Air conditioning equipment installed in any side or rear yard should be reasonably screened from view of adjacent property owners, and should be installed in such a way that any noise heard by adjacent properties is minimized. Installation of air conditioning equipment on the roof of the house, in a window of the house, or through the wall of a house is not permitted.
5. ANIMALS AND PETS. No animals, livestock or poultry of any kind shall be kept, raised or bred on any portion of the Property, except the allowable number of dogs, cats and indoor domestic pets, according to the rules dictated by the Town of Windsor and/or Larimer County. Lots 376 and 377 are allowed to have horses.

6. ANTENNAE. Not permitted. No exterior radio antennae, television antennae, or any other antennae may be erected. See "SATELLITE ANTENNAE."
7. ASTROTURF. Not permitted.
8. AWNINGS. See "OVERHANGS."
9. BALCONIES. See "DECKS" and "PATIOS."
10. BASKETBALL BACKBOARDS. Basketball backboards attached to the house or garage are not permitted. ARB approval is required for placement and design of stationary standing basketball backboards. Free standing roll-out type basketball backboards are not permitted.
11. BIRD BATHS. See "STATUES."
12. BIRD HOUSES & FEEDERS. ARB approval is not required if limited to 1 foot by 2 feet and if not more than two in number are installed on any lot. A birdhouse or bird feeder may not be attached to the fence.
13. BOATS. See "MOTOR VEHICLES."
14. BUILDING. The review and plan submittal procedures have been written to accommodate the most complex of conditions that may arise in the variety of development activities that may occur in HighPointe Estates. There may be cases where many of the step-by-step procedures will not have to be followed, or certain listed submittal items may not be required. The ARB Coordinator should be consulted to determine what information would be required for review by the ARB prior to making submission. **Every submittal must include the name, address and telephone number of the builder and the lot owner, and must include a site plan.**
 - A. The ARB must approve all builders and will maintain a list of approved builders. The ARB will strive to maintain a minimum of five approved builders in the subdivision. Additional builders desiring to build in HighPointe Estates will be subject to an approval process.
 - B. Submittal Fee. A non-refundable fee, made payable to the Highpointe Vista Metropolitan District, must be included with the preliminary drawings to the ARB. The fee for the original building is \$300.00. Two sets of plans (24" x 36" sheets) are required for every submittal.
 - C. Architects. All schematic drawings and construction drawings shall be prepared by an architect licensed in the State of Colorado. The ARB reserves the right to waive this requirement based on the background and experience of the applicant or his agents, and if the submittal is complete and adequate.
 - D. Schematic Drawings Submittal. The submittal of schematic drawings is optional. It is the opinion of the ARB that such a submittal will save the applicant time and expense and will prevent unnecessary revisions.
 - E. Construction Drawings Submittal. All construction drawings must be approved by the ARB prior to submittal to the Town of Windsor for a building permit and prior to the commencement of construction. A total of two sets of construction drawings are required for submission to the ARB. Scale for the drawings should be either 1/8" = 1' or 1/4" = 1'. Each set shall consist of the following:
 1. Roof plan showing pitch, valleys, hips, materials and overhangs
 2. Floor plan showing main structures and accessory structures, including balconies, decks, and square footage of each floor within the main building, square footage of each accessory building, and total square footage
 3. Exterior elevations of all sides of each structure showing materials, dimensions, final and original grade line, and floor elevations indicated
 4. Sections, including finished grade, finished floor, and maximum roof height
 5. Finishes shall identify product brand and color on a 1-foot by 1-foot sample board with identifying brand names, color names, and numbers. This board must be submitted with the construction plans for approval
 6. Digital file (.pdf preferred) of documents listed in numbers 1-4 above, emailed to mgthoa@kellisoncorp.net.
 - F. Site and grading plans. To be submitted with the construction drawing, at a scale of 1" = 20' or greater and must include the following:
 1. Legal description, north arrow, name, address, and telephone number of owner

2. Property lines
 3. Building envelope dimensions with the location of the envelope established in relation to property lines
 4. Drives, parking areas, and walkways
 5. Square footage of the building footprint, shown both with and without any accessory structures
 6. Topography of site at 2' maximum intervals showing the existing contours and drainage courses, and any proposed changes to contours and drainage courses, as well as any cut/fill areas
 7. Location and elevation of access road and off-street parking area design, if any, including ingress and egress points
 8. Location, elevations, and square footage of any other improvements, such as tennis courts, swimming pools and/or patios
 9. Reference to adjoining properties, streets, utility and other easements, drainage courses, arrows, and references to buildings on adjoining properties and their uses.
 - G. Review and ARB Action. Following review, the ARB will either:
 1. Approve the Construction Drawings, in which case the applicant may proceed with the construction.
 2. Conditionally approve the Construction Drawings, in which case the applicant must revise the plan to comply with the stated conditions, refile the drawings with the ARB Coordinator **PRIOR TO BEGINNING CONSTRUCTION**.
 3. Disapprove the Construction Drawings, in which case the applicant will be required to resubmit new plans as requested by the ARB.
 - H. Landscaping Plans. Landscaping plans may be submitted with the Construction Drawings or upon completion of the improvements, but must be submitted **PRIOR TO THE COMMENCEMENT OF LANDSCAPING**. See "LANDSCAPING" for additional information.
 - I. Additional Submittals. There will be an additional \$50.00 fee charged for additional submittals to the ARB. For example: color charts, additions, exterior changes, etc.
15. CAMPERS. See "MOTOR VEHICLES."
 16. CARPORTS. Not permitted.
 17. CLOTHES LINES & HANGERS. Not permitted.
 18. COLORS. All colors and color combinations must be approved by the ARB prior to their application. Repainting when existing color is changed shall require approval by the ARB. All projections including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railing, and exterior stairways, shall closely match the permanent color on the surface from which they project or shall be of an approved color. Duplicate color schemes shall not be permitted on adjacent lots or lots across the street from each other.
 19. CONSTRUCTION DEBRIS. See "FENCING," item C.
 20. CONSTRUCTION DAMAGE. See "DAMAGE/COMPLIANCE DEPOSIT."
 21. DAMAGE/COMPLIANCE. All builder and general/landscape contractors are responsible for any damage to greenbelt areas, sidewalks/streets, fences, other District property, and/or lot debris. If damages are found, the property owner is ultimately responsible for restoring to the original condition.
 22. DEBRIS CONTAINMENT. See "FENCING."
 23. DECKS. ARB approval is required. Decks must be wood or other material similar to the material of the residence and must be treated or painted a similar, or what is generally accepted as complementary, color to the residence. Decks must be installed as an integral part of the residence and patio area. They must be located so as not to obstruct or greatly diminish the view or create an unreasonable level of noise for adjacent property owners. All deck/patio posts that are higher than 4 feet must have a minimum 4 foot masonry wrap around the base of the post.

For Phases 3 & 4, decks must be a minimum of 144 square feet, with upgraded design features and materials such as decorative railing, masonry wrapped support posts, etc.

24. DOG HOUSES & DOG RUNS. ARB approval is required.
25. DRAINAGE. ARB approval is required for any change affecting drainage. Drainage plans for all houses and lots must be submitted and approved prior to any construction. There can be no interference with the established drainage pattern over any property, except as approved in writing by the ARB. When landscaping is installed, it is very important to ensure that water drains away from the foundations and driveways and flows down the property lines. Water should flow over the walkways, sidewalks, or driveways and into the street. Proper drainage piping using ADS and/or NDS standards must be utilized. Drainage is not permitted to be open to the adjoining lot or open space/greenbelts without utilizing bubblers or catch basins. Any bubbler or catch basin must be at least one foot (1') inside of the property line. The ARB may require a report from a drainage engineer before and/or after the improvement plan or landscaping plan is approved or installed.
26. DRIVEWAYS. There shall be no extension or expansion of driveways without prior ARB approval. All driveways and private lanes shall be constructed entirely of natural zone concrete surface, brick stamped concrete, brick, or pavers. Driveways must extend from the entrance of the garage doors to the property line, with the remainder of the driveway constructed as per Town of Windsor requirements, extended and connected to the existing asphalt street. Each driveway will have its own direct access to the road. Driveways are limited to a maximum of 30 feet in width at the street intersection and shall be, if feasible, a minimum of 5 feet from the side property line. Circular driveways are encouraged (maximum width of 12' where it connects with street). Appropriate measures must be taken to contain edges and to control washout.
27. ELEVATION TREATMENTS. Since all lots back to open space, architectural design shall incorporate an adequate level of architectural interest in all elevations which face the streets and/or any open spaces/greenbelts. For phases 3 & 4, side elevations shall have consistent architectural detail as the front elevation, and the roof planes shall be considered an architectural element that should receive design attention. Phases 3 & 4 elevation plans will be reviewed for a higher level of appealing design elements such as: architectural character, multiple exterior finishes, and varying wall levels and roof lines (to minimize massing, large slab walls, and to avoid single-plane dimensions). All exhaust vents including, but not limited to dryer, cook-tops or range-hoods, gas fireplaces, gas and electrical meters, and plumbing vents must be painted as to blend in with the roof color or trim color, whichever best serves to minimize visual impact.
28. EQUESTRIAN PROPERTY. Horses and any equipment and appurtenances related thereto, including, but not limited to, barns, feed, horse trailers, and fences, are not permitted on any lots in the subdivision except for Lots 376 and 377.
29. ENTRANCES (FRONT). Astroturf or any comparable product is not permitted on walks, front steps, or decks.
30. EVAPORATIVE COOLERS. Not permitted. See "AIR CONDITIONING EQUIPMENT."
31. EXTERIOR FINISH. **ARB approval is required for all exterior finish materials.** Exterior finish may be of cedar or redwood, brick, stone, wood shingle, synthetic stucco, architectural concrete or synthetic stone. Hardboard and compressed material siding products are allowed on lots in phases 1 and 2 only, and may be considered in phases 3 & 4 as finish features which complement stone/stucco. Masonry veneer accents (brick or stone) are required on all elevations for homes with siding finishes. Homes with all-stucco finish may not require masonry accents on side and rear elevations. Stone and brick may be used together on the exterior of the same building. Masonry accents must either be: ½ wall masonry accent or a corner-wrap around the closest corner, with a minimum of four feet wrap (two feet in phases 1 and 2) or to the closest perpendicular wall. For elevations greater than one story, there should be a horizontal band of 10 inch width across the full length of the elevation. All deck/patio posts that are higher than 4 feet must have a minimum 4 foot masonry wrap around the base of the post. Metal or aluminum siding, and vinyl soffit or fascia will be allowed in phases 1 and 2 only. For phases 3 and 4, architectural plans shall incorporate upgraded exterior finishes and elevation designs that create a higher degree of architectural interest such as: multiple surface finishes (i.e. stucco with stone and siding accents), broken/varying roof lines and wall depths, graduated levels to create dimension and avoid massing, custom window shutters or 6" trim, upgraded custom front door, upgraded garage door styles (see "GARAGES"), and large rear decks with upgraded decking materials (see "DECKS"). Exterior finish guidelines are discretionary to ARB review and should incorporate a level of architectural interest that is complementary to the overall architectural designs

throughout Highpointe.

32. EXTERIOR LIGHTING. See "LIGHTS & LIGHTING."
33. FENCES. ARB approval is required prior to construction of any fencing. All posts must be set in concrete.
 - A. All perimeter fencing shall be three-rail, green dowel fencing and may not exceed 4 feet in height. Color shall be natural green. All wire for pet containment must be welded wire and approved by the ARB and must be installed on the inside of perimeter fencing. Green-colored wire-welded-type material is recommended.
 - B. Privacy Fencing: All sides of the house which can be fenced may not have fences longer than 30 feet or wider than 10 feet, and fencing must be attached to the exterior walls in all cases. Privacy fencing may not exceed 6 feet in height and three-rail is recommended. Materials may be either cedar (stained or painted to match the exterior of the house) or made of the same material and color as the house.
 - C. Debris fencing is required for all construction sites. After the foundation is in, but prior to beginning framing, all builders are required to fence the construction site (on the rear and both sides of the lot) in such a manner that all debris and traffic will be completely contained within an area large enough to accomplish the construction procedure, but not to extend beyond any lot lines. See also "DAMAGE/COMPLIANCE" and "GREENBELT AREAS." Fencing material must use steel "T" posts, set no more than 18 feet on center, and plastic or cloth mesh fencing no less than 4-feet high. This requirement will be monitored. In the event that any building site is not in compliance, the fence will be erected at the instruction of the metro district, and materials and labor will be charged to the builder.
34. FIREPLACES. Gas fireplaces must either be housed within the contours of the exterior wall, or if protruding to the outside on any elevation, they must be housed and vented in a chase/chimney like structure to the roof and finished with a decorative top which is in keeping with the architectural design of the home.
35. FLAGS & FLAGPOLES. American flags not greater than 15 square feet in size may be displayed on Lots, in windows, on balconies, or on wall-mounted brackets, provided that the display complies with the Federal Flag Code (4 U.S.C. 4-10). No more than one American flag may be displayed at the same time on an individual Lot. No flagpole may exceed 14 feet in height, except one for an American flag being temporarily displayed on a model home Lot (which may be 30ft or lower). Service flags which denote the branch of service of the owner or occupant or a member of the owner's or occupant's immediate family in the active or reserve military service during a time of war or armed conflict may be displayed on a door or in a window and may be of no larger size than 9" x 16".
36. FOUNDATIONS. No more than 12 inches of exposed concrete may be visible on any elevation.
37. GARAGES. There shall be a visual minimum of a two (2) garages (minimum of three (3) garages in Phases 3 & 4) and a maximum of four (4) garage doors on all attached and fully enclosed garages. Minimum dimensions for each space are 9' x 19'. No garage door shall be wider than 18' or higher than 10'. Visual impact of garage doors shall be minimized by such measures as protective overhangs or projections, special door facing materials, landscaping, or door design which blends with or enhances the overall architectural statement. For phases 3 & 4, upgraded garage door designs are highly encouraged such as carriage, harbor style, or wood/faux wood grain. Side-entrance garages are encouraged if lots accommodate. Garage doors should be kept closed when not in use. Garage side windows which can be seen from the street are to have decorative inside window covering.
38. GARBAGE COLLECTION & CONTAINERS. Highpointe Vista Metropolitan District has designated a single vendor as the official trash company for HighPointe Estates and is the only trash company permitted to pick up trash in the subdivision. All homeowners must use uniform containers designated by the single vendor and place these containers outside only on the night before or the day they will be emptied. For recycling, covered containers are required. All containers must be moved inside the same day they are emptied and stored out of sight from the street.
39. GARDENS. Gardens of any type must be approved by the ARB.
40. GATES. Iron gates may be allowed with ARB approval.
41. GREENBELT AREAS. All builder and general/landscape contractors are responsible for any damage or to

safeguard the greenbelt/open space areas. After construction is completed, if damages are found the property owner is ultimately responsible for restoring to original condition.

42. GREENHOUSES. ARB approval is required.
43. HEIGHT. The height of all structures will be reviewed by the ARB per each individual set of plans submitted.
44. HOT TUBS. ARB approval is required. Hot tubs must be an integral part of the deck or patio area and of the rear or side yard landscaping. They must be installed in such a way that they are not immediately visible to adjacent property owners, or greenbelts, and do not create the potential for noise disturbance for adjacent property owners. The top of the tub shall not extend above fence level.
45. IRRIGATION SYSTEMS. All homes must have a buried sprinkler system in the entire yard prior to the installation of grass, the plan for which must be included on the landscaping plan and submitted for ARB review and approval. See also: "LANDSCAPING".
46. JUNK VEHICLES. See "MOTOR VEHICLES."
47. LANDSCAPING. **As soon as weather permits, but no later than one year after a home is certified for occupancy, all front, side, and rear yards shall be landscaped. The landscaped area must include a minimum of 50% or more sod.**
 - A. All Landscape plans must be drawn in detail either by a professional landscape designer/architect or general contractor. Plans must be a minimum size of 18" x 11". Lot and/or address and contact information must be included on the plans.
 - B. Landscape plans must depict fences, decks, patios, sod, retaining walls, railroad ties, rock, sprinkler system, sizes and species of nursery materials, and include a drainage and grading plan that coincides with the builder's, showing any improvements or alterations thereto.
 - C. Landscape plans must be submitted for review and approval **prior to the commencement of any landscaping activity**, including soil preparation and grading.
 - D. Two (2) landscape plans, a \$200 application fee (non-refundable) shall be submitted to the Highpointe Vista Metro District for review and approval.
 - E. General Landscaping Guidelines:
 - (1) All lots will be sodden with a bluegrass or turf-type fescue mixture, and all yards must have 3 yards per thousand square feet minimum of composted manure mix, rototilled into subsoil, 6 to 8 inches in depth prior to sod installation. Adjoining lot landscaping plans will be considered in approving any garden or special use areas.
 - (2) The front, rear, and side yards shall be irrigated by a buried sprinkler system prior to the installation of grass.
 - (3) Front yard shall have a minimum of 2 trees; deciduous trees must be at least 2-inch caliper and evergreen trees must measure at least 6 feet in height. Back yard shall have a minimum of 2 trees; deciduous trees must be at least 2-inch caliper and evergreen trees must measure at least 6 feet in height. Phases 3 & 4 will be required to have 3 trees in the back yard.
 - (4) Trees shall be installed at least five (5) feet behind the sidewalks.
 - (5) At a minimum, 5 shrubs (each five gallon) shall be installed in the front yard and 5 shrubs (each five gallon) shall be installed in the back yard. Phases 3 & 4 will be required to have an additional 4 shrubs (each five gallon) in both the front and the back yards. If one or both of the side elevations of the house face the street or a greenbelt area, an additional 6 shrubs (each five gallon) shall be installed on that side.
 - (6) All metal edging must have a rolled edge or protective cap installed.
 - (7) The side or sides of lots that adjoin open spaces shall provide for a transition between the natural landscape that exists in the open space or greenbelt area and the improved landscape area. Please note: If the area touching the open space or greenbelt area is not grass, edging must be used between the grass in the open space or greenbelt area and the medium being used on the lot. If rocks are on the adjacent lot line you must have metal edging or concrete edging. Metal edging or concrete edging must be used

unless grass is meeting grass or rock meeting rock on any adjacent lot.

(8) All fence posts must be set in concrete. See "FENCES" for additional information.

48. LATTICEWORK. ARB approval is required.

49. LIGHTS & LIGHTING. Must be of a conventional style with illumination patterns which do not cause a nuisance to neighboring properties.

50. LOT MAINTENANCE. Owners of lots shall keep or cause to be kept all buildings, fences, other structures and landscaping located on their lot in good repair. Rubbish, refuse, garbage and other solid, semi-solid and liquid waste shall be kept within sealed containers, shall not be allowed to accumulate on any lot, and shall be disposed of in a sanitary manner. No lot shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean and sanitary condition and stored inside a garage or other approved structure. No trash, litter or junk shall be permitted to remain exposed upon any lot and visible from adjacent streets or other lots. Burning of trash on any lot shall be prohibited. No lumber or other building materials shall be stored or permitted to remain on any lot except for reasonable storage during construction.

51. MOTOR VEHICLES.

- A. **No trailer, motor home, house car, junk car (car that is not capable of moving on its own power), bus, ATV, motorcycle, camper, large commercial-type vehicle (including vehicle-mounted camper, whether chassis or slide-in), pickup coach, tent, boat or truck (except pickup) shall be parked, placed, erected, maintained, or constructed on any lot, street, or common area for any purpose.** Builders and landscapers may park/store equipment used for the transportation and disposal of materials on a TEMPORARY BASIS ONLY, so long as homeowner access is not impeded, and such that it is out of view as much as possible to neighboring properties. This provision is intended to be broadly interpreted to cover any type of vehicle or structure not intended for every-day use. However, trailers, campers, commercial vehicles, motor homes, pickup coaches, tents, or boats which can be and are stored completely within a garage, and are not used for living purposes will not be in violation of these restrictions. The fact that a vehicle of the above description may be licensed by the State of Colorado or any other state as a passenger vehicle shall in no way exempt it from this provision or the general intent of this provision. ATVs are allowed on Lot 376 and 377, and are restricted to their lots.
- B. **No area of any other lot, greenbelt area, or open space may be used to provide recreational sport for the use of any motor vehicle.** This provision is intended to be broadly interpreted to cover motorcycles, ATVs, snow mobiles, etc., using any area in HighPointe Estates for recreational purposes, including the building of ramps or tracks used to promote such recreational purposes.

52. OVERHANGS (CLOTH OR CANVAS). ARB approval is required. The color must be the same as, or generally recognized as complementary to, the exterior color of the residence. The covering may be used over the patio only. No aluminum or fiberglass awnings are permitted.

53. PAINTING. All houses shall be kept well-painted in the color approved with the original plans. Color changes must be approved by the ARB.

54. PATIO COVERS. ARB approval is required. Must be constructed of wood or material generally recognized as complementary to the home and must be similar to, or generally recognized as complementary in color to, the colors of the home.

55. PATIOS (ENCLOSED). See "ADDITIONS AND EXPANSIONS."

56. PATIOS (OPEN). ARB approval is required. Patios must be an integral part of the landscape plan and must be located in such a way that they do not create a potential for an unreasonable level of noise for adjacent property owners. Patios must be similar to, and generally accepted as complementary in color and design to, the design of the home. All deck/patio posts that are higher than 4 feet must have a minimum 4 foot masonry wrap around the base of the post. Patios must be located so as not to block any existing drainage pattern on the lot.

57. PAVING. ARB approval is required, regardless of whether it is being installed for walks, driveways, porches,

patio areas or other purposes, and regardless of whether made of concrete, brick, flagstones, stepping stones, pre-cast patterned or exposed aggregate concrete pavers. All paving must be located so as not to block any existing drainage pattern on the lot.

58. PLAY & SPORTS EQUIPMENT. ARB approval is required. This includes, but is not limited to, play sets, swing sets, trampolines, and basketball hoops. After approval, all equipment must be placed within 20 feet of the house, or as close to 20 feet as allowed by the homeowner's lot slope/grading, so as not to block neighbor's views. All equipment should be earth tone in color (bright colors are discouraged). The top of trampolines must be level with the ground (trampolines must be buried).
59. PLAYHOUSES. ARB approval is required. General guidelines are that playhouses are to be less than 8 feet in height at the peak, and have less than 120 square feet of interior floor space. Basic design, materials, and colors must match the residence, and they are to be incorporated into, and at least partially screened, by landscaping features. Playhouses must be placed within 20 feet of house and must not block neighbor's views.
60. POLES. See "FLAGPOLES" and "BASKETBALL BACKBOARDS."
61. POOLS. Only in-ground pools will be allowed. ARB approval is required.
62. RADIO ANTENNAE. Not permitted.
63. ROOFS. The roof pitch shall be consistent with the architectural style of the proposed building. Roof vents and flashing shall be painted to match the permanent roof color or the trim color, whichever best serves to minimize visual impact. Roof materials shall be high-profile designer series asphalt (at least 30-year warranty), slate, cedar shakes, or ceramic tile. Colors are to be approved by the ARB. All protrusions and exhaust vents are to be located at the rear of the roof peak (whenever possible) as viewed from the street, and must be painted as to blend in with the roof color or trim color, whichever best serves to minimize visual impact.
64. ROOFTOP EQUIPMENT. Not permitted.
65. SATELLITE ANTENNAE. Small satellite antennae (preferably only one) may be installed on a home, upon compliance with the following conditions:
 - A. Notice of installation should be given to the ARB, preferably before installation and/or before relocation of any previously approved satellite antenna;
 - B. Satellite antennae must be 1 meter or less, in diameter;
 - C. Where possible, antennae should be located between the fascia and the ground, and placed on the side or rear of the home, no higher than 12 feet off of the ground. If installation must be on the roof, as deemed necessary by the satellite provider, the antennae should be placed on the rear roof and not be visible from the front of the house.
 - D. Adequate screening, as deemed appropriate by the ARB, in order to obscure view of the satellite antenna from neighboring lots, is strongly suggested.
 - E. Installation of satellite antennae should comply with any applicable zoning requirements and/or building codes.
66. SAUNAS. See "ADDITIONS AND EXPANSIONS."
67. SEASONAL DECORATION. Permitted with the following qualifications and conditions:
 - A. Christmas decorations shall only be displayed between Nov. 15th and February 1st of the following year.
 - B. Other holiday decorations should be removed within two weeks after the celebrated holiday.
 - C. No decoration shall be displayed in such a manner as to be offensive to the neighborhood or create a public nuisance.
68. SETBACKS. All lots shall generally have a minimum front yard setback of 20 feet and a rear yard setback of 10 feet. Side yard setbacks will be a minimum of 5 feet on both sides, except that for corner lots, the side yard facing a street shall have a setback of 20 feet. All setbacks are to be reviewed and approved by the ARB. The city requirements will supersede these guidelines if they are more restrictive.

69. SIDING/EXTERIOR FINISH. See "EXTERIOR FINISH."

70. SIGNS.

- A. For Sale Signage. ARB approval is required for all signs, except temporary real estate "For Sale" signs installed only when the house exists, is being built, or if construction will commence within 30 days. All temporary "For Sale" signs advertising a home for sale must be professionally done and not more than five (5) square feet. For vacant lots, one lot marker sign is permitted no larger than two (2) square feet showing the person to contact and his/her phone number. All other signs, including address, number, and name plaque signs, being considered must be submitted to and approved by the ARB.
- B. Political Signage. No religious or lighted signs will be permitted. Political signs may be displayed within the boundaries of the Lots or in the windows of homes during the forty-five (45) days before and seven (7) days following an election. No more than one political sign per political office or ballot issue is allowed on a single Lot. The maximum size of political sign is the smaller of the size allowed by applicable local ordinance, if any, or 3 feet x 4 feet. "Political sign" shall mean a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.
- C. Model/Newly Constructed Signage. Each model/newly constructed home may display one custom-made wooden sign not to exceed 24 sq. ft. and may feature an attached brochure box. Each model may display a temporary real estate "For Sale" sign advertising "open house" during hours when model is open and placed out of sight when model is closed. Builders with multiple models may also display a small custom-made wooden sign not to exceed 3 square feet in size indicating the model's name and select pertinent information. All other signs must be removed (no subcontractor signs, no supplier signs, no landscaper signs, no signs behind models, etc.). Models may also fly the American flag on a pole not taller than 30 feet, provided no flag shall exceed 25 square feet in size. Sales aids such as balloons, banners, banner flags, feather flags, etc. may only be displayed while models are open and must be placed out of sight when models are closed. Sales aids should not be higher than 50 feet off the ground. Non-typical Real Estate sales aids (such as party-rental equipment/activities) are not permitted. No signs may be placed on greenbelts, open spaces, common areas, fencing, or public streets and sidewalks.

71. SKYLIGHTS / SUN TUNNELS. ARB approval is required. See "ROOFS" for additional provisions.

72. SOLAR ENERGY DEVICES. ARB approval is required for all passive and active solar systems. They must be designed to appear as if they are an integral part of the roof. No exterior plumbing may be visible.

73. SPAS. See "HOT TUBS."

74. SPRINKLER SYSTEMS. All front, rear, and side yards must have buried sprinkler systems. See "IRRIGATION SYSTEMS."

75. SQUARE FOOTAGE. Square footages are computed on the exterior dimensions of the living space, excluding any areas contained in garages, basements, or covered porches. Minimum square footages are:

LOTS 1-52 AND 294-350

- A. One-Story 1,800square feet finished on above ground main floor.
- B. Two-Story 2,000 square feet finished on two above ground main floors.
- C. Three+Level 2,000 square feet finished on two above ground main floors.
- D. Two-Level 2,000 square feet finished on above ground main floor.

LOTS 53-76, 181-190, 210-293, AND 351-359

- A. One-Story 2,000 square feet finished on above ground main floor.
- B. Two-Story 2,200 square feet finished on two above ground main floors.
- C. Three+Level 2,200 square feet finished on two above ground main floors.
- D. Two-Level 2,200 square feet finished on above ground main floor.

LOTS 77-84, 126-131, 136-145, 191-209 AND 360-367

- A. One-Story 2,100 square feet finished on above ground main floor.
- B. Two-Story 2,300 square feet finished on two above ground main floors.
- C. Three+Level 2,300 square feet finished on two above ground main floors.
- D. Two-Level 2,300 square feet finished on above ground main floors.

LOTS 85-125, 132-135, 146-180, AND 368-375

- A. One-Story 2,350 square feet finished on above ground main floor.
 - B. Two-Story 2,480 square feet finished on two above ground main floors.
 - C. Three+Level 2,480 square feet finished on two above ground main floors.
 - D. Two-Level 2,480 square feet finished on above ground floors.
76. STATUES. Statues and lawn ornaments are not permitted in front yards. Statues in rear or side yards shall not exceed two in number or five feet in height.
77. SWAMP COOLERS. Not permitted.
78. SWING-SETS. ARB approval is required. See "PLAY AND SPORTS EQUIPMENT."
79. TELEVISION ANTENNAE. Not permitted.
80. TEMPORARY STRUCTURES. Not permitted.
81. TEMPORARY VEHICLES. Any vehicles which are being repaired, restored, or otherwise being worked on must be kept in the garage.
82. TRAILERS. See "MOTOR VEHICLES."
83. TRASH SERVICE, CONTAINERS & ENCLOSURES. See "GARBAGE COLLECTION AND CONTAINERS."
84. TREES. See "LANDSCAPING."
85. VENTS. All exhaust vents including, but not limited to dryer, cook-tops or range-hoods, gas fireplaces, gas and electrical meters, and plumbing vents must be painted as to blend in with the roof color or trim color, whichever best serves to minimize visual impact. See "ROOFS" for additional provisions.
86. WALLS (RETAINING). ARB approval is required.
87. WEEDS. Weeds must be controlled as stipulated by the Town of Windsor regulations.
88. WELLS. Not permitted.
89. WINDOWS. Windows shall be wood frames, vinyl-clad, or metal-clad frames. Window frames, if metal-clad, shall be anodized aluminum in a color consistent with the design character of the building. Window design shall be consistent with the architectural design statement in size, proportions, detail, and placement on the elevation.

HighPointe Estates Architectural Standards

Below are the common guidelines you will need when submitting for your home approval. This list may not be all-inclusive, so please read the comprehensive guidelines list above before submitting.

Submittal Process

1. **BUILDING.** The review and plan submittal procedures have been written to accommodate the most complex of conditions that may arise in the variety of development activities that may occur in HighPointe Estates. There may be cases where many of the step-by-step procedures will not have to be followed, or certain listed submittal items may not be required. The ARB Coordinator should be consulted to determine what information would be required for review by the ARB prior to making submission. **Every submittal must include the name, address and telephone number of the builder and the lot owner, and must include a site plan.**
 - A. The ARB must approve all builders and will maintain a list of approved builders. The ARB will strive to maintain a minimum of five approved builders in the subdivision. Additional builders desiring to build in HighPointe Estates will be subject to an approval process.
 - B. **Submittal Fee.** A non-refundable fee, made payable to the Highpointe Vista Metropolitan District, must be included with the preliminary drawings to the ARB. The fee for the original building is \$300.00. Two sets of plans (24" x 36" sheets) are required for every submittal.
 - C. **Architects.** All schematic drawings and construction drawings shall be prepared by an architect licensed in the State of Colorado. The ARB reserves the right to waive this requirement based on the background and experience of the applicant or his agents, and if the submittal is complete and adequate.
 - D. **Schematic Drawings Submittal.** The submittal of schematic drawings is optional. It is the opinion of the ARB that such a submittal will save the applicant time and expense and will prevent unnecessary revisions.
 - E. **Construction Drawings Submittal.** All construction drawings must be approved by the ARB prior to submittal to the Town of Windsor for a building permit and prior to the commencement of construction. A total of two sets of construction drawings are required for submission to the ARB. Scale for the drawings should be either 1/8" = 1' or 1/4" = 1'. Each set shall consist of the following:
 1. Roof plan showing pitch, valleys, hips, materials and overhangs
 2. Floor plan showing main structures and accessory structures, including balconies, decks, and square footage of each floor within the main building, square footage of each accessory building, and total square footage
 3. Exterior elevations of all sides of each structure showing materials, dimensions, final and original grade line, and floor elevations indicated
 4. Sections, including finished grade, finished floor, and maximum roof height
 5. Finishes shall identify product brand and color on a 1-foot by 1-foot sample board with identifying brand names, color names, and numbers. This board must be submitted with the construction plans for approval
 6. Digital file (.pdf preferred) of documents listed in numbers 1-4 above, emailed to mgthoa@kellisoncorp.net.
 - F. **Site and grading plans.** To be submitted with the construction drawing, at a scale of 1" = 20' or greater and must include the following:
 1. Legal description, north arrow, name, address, and telephone number of owner
 2. Property lines
 3. Building envelope dimensions with the location of the envelope established in relation to property lines
 4. Drives, parking areas, and walkways
 5. Square footage of the building footprint, shown both with and without any accessory structures
 6. Topography of site at 2' maximum intervals showing the existing contours and drainage courses, and any proposed changes to contours and drainage courses, as well as any cut/fill areas
 7. Location and elevation of access road and off-street parking area design, if any, including ingress and egress points
 8. Location, elevations, and square footage of any other improvements, such as tennis courts, swimming pools and/or patios
 9. Reference to adjoining properties, streets, utility and other easements, drainage courses, arrows, and references to buildings on adjoining properties and their uses.
 - G. **Review and ARB Action.** Following review, the ARB will either:
 4. Approve the Construction Drawings, in which case the applicant may proceed with the construction.
 5. Conditionally approve the Construction Drawings, in which case the applicant must revise the plan to comply with the stated conditions, re-file the drawings with the ARB Coordinator **PRIOR TO BEGINNING CONSTRUCTION.**

6. Disapprove the Construction Drawings, in which case the applicant will be required to resubmit new plans as requested by the ARB.
- H. Period of Plan Validation. Approval of plans is valid for twelve (12) months unless otherwise agreed in writing by the Committee and the Builder or Owner. Construction of the approved Improvement must begin within the 12-month time period. If it does not, the plans must be resubmitted for review by the Committee. Approved Master Plans do not have this requirement.
- I. Period of Plan Completion. Once excavation begins, a home, and its exterior must be completed within one (1) year, unless a variance is granted by the ARB.
- J. Landscaping Plans. Landscaping plans may be submitted with the Construction Drawings or upon completion of the improvements, but must be submitted **PRIOR TO THE COMMENCEMENT OF LANDSCAPING**. See "LANDSCAPING" for additional information.
- K. Additional Submittals. There will be an additional \$50.00 fee charged for additional submittals to the ARB. For example: color charts, additions, exterior changes, etc.

Building Requirements & Guideline Checklist

2. SQUARE FOOTAGE. Square footages are computed on the exterior dimensions of the living space, excluding any areas contained in garages, basements, or covered porches. Minimum square footages are:

LOTS 1-52 AND 294-350

- A. One-Story 1,800 square feet finished on above ground main floor.
- B. Two-Story 2,000 square feet finished on two above ground main floors.
- C. Three+Level 2,000 square feet finished on two above ground main floors.
- D. Two-Level 2,000 square feet finished on above ground main floor.

LOTS 53-76, 181-190, 210-293, AND 351-359

- A. One-Story 2,000 square feet finished on above ground main floor.
- B. Two-Story 2,200 square feet finished on two above ground main floors.
- C. Three+Level 2,200 square feet finished on two above ground main floors.
- D. Two-Level 2,200 square feet finished on above ground main floor.

LOTS 77-84, 126-131, 136-145, 191-209 AND 360-367

- A. One-Story 2,100 square feet finished on above ground main floor.
- B. Two-Story 2,300 square feet finished on two above ground main floors.
- C. Three+Level 2,300 square feet finished on two above ground main floors.
- D. Two-Level 2,300 square feet finished on above ground main floors.

LOTS 85-125, 132-135, 146-180, AND 368-375

- A. One-Story 2,350 square feet finished on above ground main floor.
- B. Two-Story 2,480 square feet finished on two above ground main floors.
- C. Three+Level 2,480 square feet finished on two above ground main floors.
- D. Two-Level 2,480 square feet finished on above ground floors.

HighPointe Estates Construction Period Standards

In the interest of all Builders and Owners, the following regulations shall be applicable and enforced during construction periods. All Builders and Owners shall abide by these regulations.

1. OSHA. All applicable OSHA regulations and guidelines must be strictly observed at all times.
2. Construction Hours. Construction hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
3. Debris and Trash Removal. Regular cleanup of construction sites is mandatory. All trash and debris shall be stored in a commercial trash container and shall be removed from the trash disposal area on a weekly basis or when full. All soil and debris flowing into the street(s) or open spaces from the construction site shall be cleaned as needed. If sites are not kept in a clean manner, a penalty or fine for failure to do so may be assessed. During the construction period, Builders/Owners shall be responsible for all erosion control on the site.
4. Use of adjacent lots for storage.
 - a. Excess dirt, materials and equipment may be temporarily stored on adjacent lots with the prior permission of the lot owner.

- b. Long-term storage of items on adjacent lots will not be allowed.
 - c. Excess dirt which is stored on adjacent lots must be used within five (5) days of backfilling the foundation. If not, the dirt must be removed from the subdivision.
 - d. Adjacent lots on which excess dirt was being stored, must be cleaned and graded within 72 hours after dirt or material is removed.
5. Restoration and Repair. Damage to any property other than the Lot upon which construction is occurring shall be promptly repaired at the expense of the Builder, Owner, or other Person causing the damage.
6. Prohibited Uses and Activities. The following items are prohibited:
- a. Concrete equipment cleaning or concrete dumping is prohibited.
 - b. Removal of any street signs, rocks, trees, plants, or topsoil from any portion of the Lot or Property without prior Committee approval.
 - c. Driving across or storage of materials on any open space, greenbelt, or non-designated construction areas.
 - d. Careless use of cigarettes or flammable items.
 - e. Foul or offensive music or language
7. Damage. Any damage to, or alteration of, utilities, drainage, curbs, gutters, etc., must be reported to the District Management and repaired within ten (10) days. Failure to do so constitutes permission for Highpointe Metro District to engage the necessary utility or contractor(s) to complete the repair/restoration and to bill any responsible builder.
8. Best Management Practices (BMPs) are enforced. The District is responsible for storm water compliance and may require BMPs and inlet protection s to be installed by the builder when issues are present.
9. Property Pins. Property pins must be located and identified at final grade.

Please read all of the following sections before submitting your plan for approval. If the improvement you are looking for is not included on this list, ARB approval is required.

_____ COLORS

_____ DAMAGE/COMPLIANCE DEPOSIT

_____ DECKS

_____ DRIVEWAYS

_____ ELEVATION TREATMENTS

_____ EXTERIOR FINISH

_____ FIREPLACES

_____ GARAGES

_____ GREENBELT AREAS

_____ HEIGHT

_____ PATIOS (COVERS, ENCLOSED & OPEN)

_____ PAVING

_____ ROOFS

_____ SETBACKS

_____ VENTS

_____ WINDOWS

HighPointe Estates Landscape Standards

Below are the common guidelines you will need when submitting for your landscape approval. This list may not be all-inclusive, so please read the comprehensive guidelines list above before submitting.

Submittal Process

1. **LANDSCAPING. As soon as weather permits, but no later than one year after a home is certified for occupancy, all front, side, and rear yards shall be landscaped. The landscaped area must include a minimum of 50% or more sod.**

F. All Landscape plans must be drawn in detail either by a professional landscape designer/architect or general contractor.

G. Landscape plans must depict fences, decks, patios, sod, retaining walls, railroad ties, rock, sprinkler system, sizes and species of nursery materials, and include a drainage and grading plan that coincides with the builder's, showing any improvements or alterations thereto.

H. Landscape plans must be submitted for review and approval **prior to the commencement of any landscaping activity**, including soil preparation and grading.

I. Two (2) landscape plans and a \$200 application fee (non-refundable) shall be submitted to the Highpointe Vista Metro District for review and approval. **Please note - see "DAMAGE/COMPLIANCE."**

J. General Landscaping Guidelines:

(1) All lots will be sodden with a bluegrass or turf-type fescue mixture, and all yards must have 3 yards per thousand square feet minimum of composted manure mix, rototilled into subsoil, 6 to 8 inches in depth prior to sod installation. Adjoining lot landscaping plans will be considered in approving any garden or special use areas.

(2) The front, rear, and side yards shall be irrigated by a buried sprinkler system prior to the installation of grass.

(3) Front yard shall have a minimum of 2 trees; deciduous trees must be at least 2-inch caliper and evergreen trees must measure at least 6 feet in height. Back yard shall have a minimum of 2 trees; deciduous trees must be at least 2-inch caliper and evergreen trees must measure at least 6 feet in height.

(4) Trees shall be installed at least five (5) feet behind the sidewalks.

(5) At a minimum, 5 shrubs (each five gallon) shall be installed in the front yard and 5 shrubs (each five gallon) shall be installed in the back yard. If one or both of the side elevations of the house face the street or a greenbelt area, an additional 6 shrubs (each five gallon) shall be installed on that side.

(6) All metal edging must be rolled edge or have a protective cap installed.

(7) The side or sides of lots that adjoin open spaces shall provide for a transition between the natural landscape that exists in the open space or greenbelt area and the improved landscape area. Please note: If the area touching the open space or greenbelt area is not grass, edging must be used between the grass in the open space or greenbelt area and the medium being used on the lot. If rocks are on the adjacent lot line you must have metal edging or concrete edging. Metal edging or concrete edging must be used unless grass is meeting grass or rock meeting rock on any adjacent lot.

(8) All fence posts must be set in concrete. See "FENCES" for additional information.

(9) Driving across or storage of materials on any open space, greenbelt, or non-designated construction areas is prohibited.

(10) **Construction Hours.** Construction hours shall be between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

(11) **Debris and Trash Removal.** Regular cleanup of construction sites is mandatory. All trash and debris shall be stored in a commercial trash container and shall be removed from the trash disposal area on a weekly basis or when full. All soil and debris flowing into the street(s) or open spaces from the construction site shall be cleaned as needed. If sites are not kept in a clean manner, a penalty or fine for failure to do so may be assessed. During the construction period, Builders/Owners shall be responsible for all erosion control on the site.

Landscape Guideline Checklist

Please read all of the following sections before submitting your plan for approval. If the improvement you are looking for is not included on this list, ARB approval is required.

- _____ ACCESSORY BUILDINGS
- _____ ADDITIONS AND EXPANSIONS (INCLUDING SAUNAS)
- _____ BIRD HOUSES & FEEDERS
- _____ DAMAGE/COMPLIANCE DEPOSIT
- _____ DECKS
- _____ DOG HOUSES & DOG RUNS
- _____ DRAINAGE
- _____ FENCES
- _____ GARDENS
- _____ GATES
- _____ GREENBELT AREAS
- _____ GREENHOUSES
- _____ HOT TUBS (SPAS)
- _____ IRRIGATION SYSTEMS
- _____ LATTICEWORK
- _____ OVERHANGS (CLOTH OR CANVAS)
- _____ PATIOS
- _____ PAVING
- _____ PLAY & SPORTS EQUIPMENT (SWING-SETS)
- _____ PLAYHOUSES
- _____ POOLS
- _____ SPRINKLER SYSTEMS
- _____ STATUES
- _____ TREES
- _____ WALLS (RETAINING)

**HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 2
TOWN OF WINDSOR, LARIMER COUNTY**

ACCOUNTING POLICY

Policy: Restricted Funds and Journal Entry Review/Approval

Effective Date: March 31, 2018

Adopted: June 13, 2018

Statement of Purpose: The purpose of this Accounting Policy (the "Policy") is to establish clear and consistent guidelines with respect to;

- a. The accounting for, and use of, restricted fund balances held by the HighPointe Metropolitan District No. 2 (the "District"), and;
- b. The establishment of a review/approval process when accounting personnel, as employed under the District's Management contract, create/perform Journal Entries to the District's accounting general ledger and accounting records.

These guidelines are intended to be consistent with the legal constraints, audit requirements, and the overall accounting objectives of the District. The objectives of the District's accounting procedures are to provide accurate, timely and transparent accounting of District revenues and expenses in accordance with Colorado local government uniform accounting law, subject to the constraints outlined below.

1. **Restricted Fund Balances:** Funds collected by the District for the purpose of obtaining damage deposits on construction or landscape activities, or when residents pay damage deposits for use/rental of District property, will be deposited to, and accounted for, in a separate checking account controlled by the District. Any such damage/security deposit funds received are subject to refund back to the payor, are therefore not considered revenue to the District, and will be accounted for as Restricted Funds. The District shall not be permitted, at any time, to use Restricted Funds for any operating activities or expenses incurred by the District.
2. **Journal Entries:** Accounting personnel who perform the accounting of District Funds, may periodically need to make direct adjustments (Adjusting Journal Entries) to the District's various fund balances in accordance with standard accounting industry practices. Adjusting Journal Entries are generally used for the correction of prior period misstatements/errors discovered when compiling and/or reviewing periodic financial statements. When it is determined by the District's accounting contractor/personnel that Adjusting Journal Entries impacting fund balances should be recorded to correct any

misstatements/errors, the purpose and reasons for the entries must first be reviewed by the District's Treasurer and/or President before the entries are recorded. The Treasurer and/or President will review these entry requests to ensure any impact to the District's fund balances are appropriate and within standard accounting industry practices. The Treasurer and/or President should also consider seeking other accounting/audit professionals to review and recommend how to most appropriately record such entries. This review and the approval process should be documented by the District's accounting contractor and/or the Treasurer.

Accountability and Authority: The District's Treasurer is accountable for, and authorized to, oversee this policy. The Treasurer may not delegate these accounting practices to the contracted Manager of the District or any other employee/contractor of the District.

Liability of Officials of the District: The Treasurer and any other elected or appointed official or employee of the District who, in the good faith performance of his or her duties as a public official or employee, complies with this policy and the aforementioned accounting requirements, shall not be liable for any loss of public funds.

TENNIS COURT RULES

The purpose of these rules is to give all HPE residents and the public an equal opportunity to use our community tennis courts.

General Rules

- Players must wear non marking tennis shoes.
- Tennis courts are for playing tennis only. No other uses are allowed.
- Players are requested to clean up the court after playing. There is a trash can provided for trash, ball cans and lids etc.
- If tennis courts are full and someone is waiting to play, those currently playing are allowed to finish their set or play for an additional 1/2 hour, whichever is shorter. (This rule does not include those residents who booked their court online. They may complete the total of their reservation time.)

Reservation Policy

1. Any HPE resident may reserve a tennis court up to 7 days in advance.
2. All reserved courts must have a minimum of one resident playing per court at all times.
3. Court times cannot be booked consecutively (back to back) by the same resident.
4. The resident who reserves a court must be on that specific reserved court during the reservation.
5. A single resident cannot book both courts.
6. If a resident wants to book more than one court on a given day there must be a minimum of 1 hour between reservations.
7. A tennis court can be reserved for 1/2-hour, 1 hour or 1½-hours.
8. Any HPE resident wishing to reserve courts must first register an account on the Kellison Corp website. <https://kellison.cincwebaxis.com/hpointe>. Please email Kellison if you have any questions (mgthoa@kellisoncorp.net)

If you need to contact the Highpointe Tennis Committee please reach out to:

Bill Bruschke - bill.bruschke@gmail.com / (303) 475-0664, or
Dennis Spear - dennis.spear@yahoo.com / (970) 203-4069

Revised September 21, 2023

HIGH POINTE ESTATES VILLAS' SERVICES & MAINTENANCE Revised 11-13-2019

Villas' Services & Maintenance:

The Villas' are a Patio Home sub-division within Highpointe Estates with the following services and maintenance benefits:

- Each of the 26 Villas' home will be charged a fee of \$1,500/yr. payable \$750 semi-annually. Homes must have a Certificate of Occupancy in order to be liable for the yearly fee. This charge may be changed by the HPE Board of Directors based on the recommendation of the Villas' Ownership Committee. This Committee currently consists of five members; Alan Eddy, Henry Frey, Rich Gregory, Milt Tokunaga and Gary Westlind-Chairman.
- Highpointe Vista Metropolitan Districts will contract with professional landscapers and other personnel who have advanced experience in all aspects of landscape and maintenance, and will follow the contractor's recommendations on how best to maintain landscapes to achieve optimum health and growth.
- For landscape improvements, repairs or other issues, please contact District Management. Highpointe Vista Metropolitan Districts shall retain the right to modify this Agreement with notice to Villas property owners. The District Budget and Board of Directors will ultimately determine the foregoing schedules, replacements, and timing of all jobs.
- Highpointe Vista Metropolitan Districts, its Management and its contractors shall not be responsible for any damage caused by acts of God, severe weather conditions, public utilities or any other unforeseen event beyond the control of the Districts, its Management and/or contractors. Please contact the District Management office for emergency service, questions or concerns.
- The Landscape Maintenance contractor is expected to be at the patio home complex weekly (Tuesday morning) during the irrigation season starting no later than 9:00 a.m., except in the case of inclement weather. In the case of inclement weather, the service shall be performed on the next business day, or may be the day prior, weather-permitting
- Villas' owners will be responsible for all exterior and interior maintenance of their respective property. Fences on the back Villas' property lines are owned and maintained by the Metro District. Fences between lot lines are owned and maintained by the home owners.
- Villas' owners will be responsible for any plant, shrub and/or tree replacement. The District's landscaper will not be responsible for the removal of any types of landscape waste created by the actions of a home owner. Landscape installations done for the benefit of a buyer and installed by the builder shall fall under the warranty of the builder and installer. Any plant material requested to be replaced by the District's landscaper will be billed to the homeowner on a time and materials basis.
- Snow removal on sidewalks along Woodcliffe Drive, driveways and stoops will be provided by the District during the entire snow season which service is included in the yearly Villas' fees. The District's contractor is expected to be on site by 8:00 a.m. when a snowfall of two (2) or more inches is forecasted. Extreme weather conditions may interfere with this schedule. Since safety is a priority, it will be up to the contractor to make that determination. If extreme weather occurs, or any circumstances arise which are out of the District's control, the contractor is requested to notify District Management and a designee of the Villas, outlining the problem, condition or situation affecting the timeline.
- All vacant lots will be maintained by the current owner. If maintenance is not completed within the covenant's timeframe, the Highpointe Metropolitan District will hire a contractor to

cut grass/weeds and bill the owner for the cost.

- The streets belong to the Town of Windsor. The Metro District may hire a contractor for street plowing if needed in the case of severe snow storm. These charges should be covered by the Villas' fees but if exceeded, there may be additional fees prorated per Villas' home/lot. All activities are subject to weather conditions and may be modified by the District if conditions outside of the District's control are present.
- The services rendered will include weekly trash and recycle collection by a waste management company. The current contractor is RAM Waste who will be paid directly by the Metro District.

Villas' Landscape Maintenance Services:

- All turf areas will be mowed weekly during the growing season (approximately April 15th through October 15th, about 26 mowings). Mowing height will be determined by the contractor to provide optimum growing conditions. In the event mowing can not take place due to weather, mowing will be rescheduled as soon as possible. Grass clippings will be collected but may be mulched when possible.
- All areas inaccessible to mowing equipment will be trimmed as needed to maintain a neat, well-groomed appearance. Where practical, contractor may use growth regulators and/or herbicides around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
- Turf areas will be core aerated once annually in the fall or spring.
- Four fertilizer applications will be made during the growing season to all turf areas. Application schedule includes one pre-emergent application in early spring to help control annual grassy weeds. All applications will include treatments to control broad leaf weeds.
- Turf that meets hard surface such as walks and driveways will be slice edged three times annually. Edging includes clean up and removal of slice debris.
- All landscape areas will be policed, in conjunction with mowing operations, for loose trash and debris. Policing includes the removal of grass clippings from all walkways, driveways and patios after mowing.
- All bed areas will be kept relatively free of weeds by chemical and cultural methods as necessary. Every effort will be made to control grasses and bind weed from growing into perennials and shrubs; however, complete control of these items is not guaranteed. Pre-emergent weed control will be applied to planting beds to aid against weed germination.
- Sprinkler Startup/Shut Down: The Landscape Maintenance Contractor will activate the system in the Spring. Contractor will contact the Property Manager to coordinate entry into the homes for water activation. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. Minor nozzle or head replacement will be billed to the Metro District for the Villas. Repair of irrigation system components (valves, main and lateral lines, vacuum breaker, addition or removal of drip lines, etc.) will be billed to the home owner on a time and material basis. The Landscape Contractor will determine when to winterize the irrigation system and will use forced air or draining as necessary. This service is to be provided in mid to late-October depending on compressor availability.
- Sprinkler systems will be checked through four visits during the growing season. Regular checking of

irrigation system shall include: Checking all clocks and adjusting run times according to season, visually inspecting all heads for proper coverage and valve operation. In the event malfunctions are found during the regular check of the irrigation system, minor nozzle or head replacement will be billed to the Metro District. Repair of irrigation system (valves, main or lateral lines, vacuum breaker, addition or removal of drip lines, etc.), will be billed to the home owner on a time and material basis.

- Horticulture Services: Landscape Contractor will conduct pruning as necessary during the growing season to maintain plant health and clearances. Plants exempt include: plant material over 15 feet in height, plants damaged by winter/weather events. These items may be done, per request, and will be charged on a time and materials basis to the Villas' owner. Plants shall be pruned in accordance with regular accepted industry standards for pruning. Proper pruning practices do not include shearing of plants into boxes, squares, balls, etc.
- Spring Clean-up: Leaves, trash, and debris will be removed from all landscape areas. Ornamental grasses and herbaceous plants will be cut back. Mulch will be raked from turf areas and back into bed areas
- Fall Clean-up: Will be done one time, mid to late October. Cleanup will include cleaning of beds, rake leaves, pick up debris, etc. Fall cleanup will not include the cutting of ornamental grasses. Ornamental grasses will be cut in early spring. All activities are subject to weather conditions and may be modified by the District if conditions do not meet this timeframe.

Kellison Corp. Metro District Management
2601 S. Lemay Ave, Ste. 7-424
Fort Collins, CO 80525
970.494.0609 mgthoa@kellisoncorp.net
Approved _____

David Pond, owner

Approved _____

Drew Hendricker, President
Highpointe Vista Metropolitan District

Recommended _____

HPE Villas' Ownership Committee
Gary Westlind, Chairman