

**LANDSCAPE COVENANTS OF CERTAIN LOTS IN CANDELAS,
AND CERTAIN SNOW REMOVAL**

THESE LANDSCAPE COVENANTS OF CERTAIN LOTS IN CANDELAS, AND CERTAIN SNOW REMOVAL ("**Landscape Covenants**", as hereinafter more fully defined) are made and entered into the date and year hereinafter set forth by ARVADA RESIDENTIAL PARTNERS, LLC, a Colorado limited liability company ("**Master Developer**", as hereinafter more fully defined).

RECITALS

A. Master Developer is the owner of that certain real property in the County of Jefferson, City of Arvada ("**City**"), State of Colorado, which is described on Exhibit A, attached hereto and incorporated herein by this reference ("**Property**", as hereinafter more fully defined).

B. There has heretofore been executed and recorded that certain Protective Covenants and Easements of Candelas, as amended and supplemented ("**Protective Covenants and Easements**", as hereinafter more fully defined).

C. These Landscape Covenants do not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8); therefore, these Landscape Covenants shall not be governed by the Colorado Common Interest Ownership Act.

D. It is the intention of the Master Developer, in imposing these Landscape Covenants on the Property, to designate the Metropolitan District (as defined below), to provide for (1) maintenance, repair and replacement of front yard landscaping, and adjacent tree lawns, and (2) certain snow removal, with respect to the Lots (as hereinafter defined), as more fully set forth in these Landscape Covenants.

DECLARATION

NOW, THEREFORE, Master Developer hereby declares that the Property shall be held, sold, and conveyed, subject to the Recitals set forth above, and subject to the following.

ARTICLE 1. DEFINITIONS

Section 1.1. *Front Yard of Each Lot and Adjacent Tree Lawns.*

"**Front Yard of Each Lot and Adjacent Tree Lawns**" means the combination of: (a) the area of each Lot from the front boundary line of such Lot to the fence that may now or hereafter be constructed, and which separates what is commonly referred to as the front yard of such Lot from the back yard of such Lot, excluding areas that are covered by concrete (including porches, patios, sidewalks and driveways); and (b) the adjacent portions of the rights-of-way that are next to such Lot, and which lie between the sidewalk and the curb.

Section 1.2. *Landscape Covenants.*

"**Landscape Covenants**" means these Landscape Covenants of Certain Lots In Candelas, and Certain Snow Removal, as amended and supplemented.

Section 1.3. *Lot.*

"**Lot**" means each platted lot that is specifically described on the attached Exhibit A, as well as each platted lot that may hereafter be annexed to these Landscape Covenants, with the exception of any publicly dedicated property.

Section 1.4. *Master Developer.*

"**Master Developer**" means Arvada Residential Partners, LLC, a Colorado limited liability company, and/or any other Person to whom the Master Developer may assign one or more of the Master Developer's rights under these Landscape Covenants (which shall be the extent of the Master Developer's rights to which such assignee succeeds); provided, that no assignment of any Master Developer rights shall be effective unless such assignment is duly executed by the assignor Master Developer and recorded in Jefferson County, Colorado.

Section 1.5. *Metropolitan District.*

"**Metropolitan District**" means Vauxmont Metropolitan District, and/or any other metropolitan district, to whom the then-Metropolitan District may transfer or assign any or all of the rights and duties of the Metropolitan District under these Landscape Covenants. Each such assignment or transfer, if any, shall be effective upon recording in Jefferson County, Colorado, of a document of transfer or assignment, duly executed by the then-Metropolitan District.

Section 1.6. *Owner.*

"**Owner**" means each fee simple title holder of a Lot, including Master Developer, but does not include a Person having an interest in a Lot solely as security for an obligation.

Section 1.7. *Permittees.*

"**Permittees**" shall mean and refer to all family members, tenants, subtenants, licensees, occupants, invitees, guests or visitors of an Owner.

Section 1.8. *Person.*

"**Person**" means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity or any combination thereof, and includes each Owner, the Master Developer, the Metropolitan District, and the governing body of the Metropolitan District.

Section 1.9. *Property.*

"Property" means the real estate described on the attached **Exhibit A**, as supplemented and amended, as the same may now or hereafter be improved; provided, however, that the Property shall not include any property that has been withdrawn as provided in Section 4.4 hereof.

Section 1.10. *Protective Covenants and Easements.*

"Protective Covenants and Easements" means those certain Protective Covenants and Easements of Candelas, recorded on March 26, 2012, at Reception No. 2012032029, in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended and supplemented.

ARTICLE 2. OTHER REQUIREMENTS

Section 2.1. *Compliance with Protective Covenants and Easements.*

All Owners, all Permittees, and all other Persons, who reside upon or use any portion of the Property, shall comply with all terms and provisions of the Protective Covenants and Easements.

Section 2.2. *Compliance with Law.*

All Owners, all Permittees, and all other Persons, who reside upon or use any Lot or any other portion of the Property, shall comply with all applicable statutes, ordinances, laws, regulations, rules and requirements of all governmental and quasi-governmental entities, agencies and authorities.

**ARTICLE 3. LANDSCAPING IN THE FRONT YARD OF EACH LOT AND
ADJACENT TREE LAWNS; CERTAIN SNOW REMOVAL**

Section 3.1. *Maintenance.*

Landscaping that is now or hereafter installed in, on or under the Front Yard of Each Lot and Adjacent Tree Lawns, shall be maintained, repaired and replaced by the Metropolitan District, as though such landscaping were installed on real estate owned by the Metropolitan District. The aforesaid maintenance, repair and replacement shall include mowing of turf, fertilizing, trimming, replacement and pruning of trees and shrubs, weed removal, raking of leaves, and irrigation and watering. In addition to the foregoing, the Metropolitan District shall undertake replacement and pruning of trees and shrubs, weed removal, raking of leaves in the area of each Lot between the fence that may now or hereafter be constructed and the alley behind the Lot, provided that such maintenance shall not include irrigation and watering. The scope, extent, degree, timing, and all other matters with respect to such maintenance, repair, and replacement, shall be determined by the Metropolitan District.

Section 3.2. *Certain Snow Removal.*

The Metropolitan District shall provide snow removal from: (a) the driveways of Lots; (b) the alleys serving the Lots; (c) the sidewalks that are (approximately) parallel to publicly-dedicated

rights-of-way in the Property; and (d) the concrete walkways leading from the sidewalks to the front door or porch of the homes on the Lots, but the Metropolitan District shall not be responsible for any other snow removal on the Lots. The scope, extent, degree, timing, and all other matters with respect to such snow removal shall be determined by the Metropolitan District.

Section 3.3. *Fees, Charges and Other Amounts.*

The Metropolitan District is authorized to impose and collect fees, charges and other amounts for the actual and anticipated costs of maintenance, repair, replacement, installation and snow removal that are provided for in Sections 3.1 and 3.2 of these Landscape Covenants, and for all events, matters and circumstances incidental thereto or arising therefrom. With respect to such fees, charges and other amounts, the rights and authorities of the Metropolitan District include all of those that are provided for in Section 4.1.2, below.

Section 3.4. *Prohibition Against Installation or Maintenance of Certain Landscaping, By the Owner and Permittees of Such Lot.*

As to each Lot, the Owner and Permittees of such Lot shall not install or maintain landscaping in, on or under the Front Yard of Each Lot and Adjacent Tree Lawns. Rather, maintenance and installation of such landscaping shall be solely the responsibility of the Metropolitan District, as more fully provided in Section 3.1 hereof.

Section 3.5. *Rules and Regulations and Similar Documents.*

Rules and regulations, and other documents, concerning and governing any or all of the Lots and/or any or all of the Property, may be adopted, amended and/or repealed by the governing body of the Metropolitan District, and such governing body may establish and enforce penalties for the infraction thereof, including the levying and collecting of fines for the violation of any of such rules and regulations or other documents.

Section 3.6. *Except As Provided Above, Lots and Other Improvements Are to be Maintained by Owners.*

Except as otherwise provided in Sections 3.1 and 3.2 of these Landscape Covenants, the Owner of each Lot shall maintain and repair such Lot, and all improvements thereon. The foregoing shall include removal of snow and ice by each Owner, except as expressly provided in Section 3.2 of these Landscape Covenants.

Section 3.7. *Acts or Omissions.*

Notwithstanding anything to the contrary contained in these Landscape Covenants, in the event that a need for maintenance, repair, replacement or snow removal, is caused by the act or omission of any Owner, or by the act or omission of such Owner's Permittees, the costs of such repair, maintenance, replacement, snow removal, or expense to avoid such matter, shall be the personal obligation of such Owner.

Section 3.8. *Access Easement to Metropolitan District.*

Each Lot shall be subject to an easement in favor of the Metropolitan District, including the officers, directors, agents, employees and contractors thereof, for performing any of the actions permitted by these Landscape Covenants. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on any other property or any Lot, the Person responsible for the damage, or expense to avoid damage, is liable for the costs of prompt repair.

ARTICLE 4. GENERAL PROVISIONS

Section 4.1. *Enforcement.*

4.1.1 Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in these Landscape Covenants, as amended, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision, and possible remedies include all of those remedies available at law or in equity. The Master Developer, the Metropolitan District, and any aggrieved Owner, shall have the right, but not the duty, to institute, maintain and prosecute any such proceedings. No remedy shall be exclusive of other remedies that may be available. In any action instituted or maintained under these Landscape Covenants, the prevailing party shall be entitled to recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the Master Developer, the Metropolitan District, or any Owner, to enforce any covenant, restriction or other provision herein contained, shall in no event give rise to any liability, nor shall such non-enforcement be deemed a waiver of the right to thereafter enforce any covenant, restriction or other provision of these Landscape Covenants.

4.1.2 The foregoing shall include the right of the Metropolitan District to send demand letters and notices, to levy and collect fines, interest and late charges, and to negotiate, settle and to take any other actions, with respect to any violation(s) or alleged violation(s) of any of these Landscape Covenants and/or any rules and regulations, or other documents, of the Metropolitan District, and includes all rights at law and in equity.

Section 4.2. *Severability.*

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

Section 4.3. *Duration, Revocation and Amendment.*

4.3.1. Each and every provision of these Landscape Covenants shall run with and bind the Property perpetually from the date of recording of these Landscape Covenants. Except as otherwise provided in these Landscape Covenants, these Landscape Covenants may be amended by a vote or agreement of the Owners of at least sixty-seven percent (67%) of the Lots; provided that, until 25 years after recording of these Landscape Covenants in the office of the Clerk and Recorder of Jefferson County, Colorado, no amendment of these

Landscape Covenants shall be effective without the prior, written consent of the Master Developer.

4.3.2. Notwithstanding anything to the contrary contained in these Landscape Covenants, these Landscape Covenants or any map or plat, may be amended in whole or in part, at any time, by the Master Developer without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to correct clerical, typographical, or technical errors. The Master Developer's right of amendment set forth in the preceding sentence shall terminate 25 years after recording of these Landscape Covenants in the office of the Clerk and Recorder of Jefferson County, Colorado.

4.3.3. Notwithstanding anything to the contrary contained in these Landscape Covenants, these Landscape Covenants, or any map or plat, may be amended in whole or in part, at any time, by the Master Developer without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to comply with the requirements, standards, or guidelines of the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, including the Federal Housing Administration, the Veterans Administration, or any other governmental or quasi-governmental agency, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities. The Master Developer's right of amendment set forth in the preceding sentence shall terminate 25 years after recording of these Landscape Covenants in the office of the Clerk and Recorder of Jefferson County, Colorado.

Section 4.4. *Withdrawal.*

The Master Developer reserves the right(s), without the consent or approval of any other Owner, the Metropolitan District, or any other Person, to withdraw the Property, or any portion thereof, including one or more Lots, from these Landscape Covenants, so long as the Master Developer owns the portion of the Property to be withdrawn. The Master Developer's right of withdrawal set forth in the preceding sentence shall terminate 25 years after recording of these Landscape Covenants in the office of the Clerk and Recorder of Jefferson County, Colorado. Each withdrawal, if any, may be effected by the Master Developer recording a withdrawal document in the office of the Clerk and Recorder of the county in which such withdrawn property is located. A withdrawal, as provided in this paragraph, constitutes a divestiture, withdrawal, and de-annexation of the withdrawn property from these Landscape Covenants so that, from and after the date of recording a withdrawal document, the portion of the Property that is so withdrawn shall not be part of the Property that is subject to these Landscape Covenants. Notice of any such withdrawal shall be given to the City.

Section 4.5. *Annexation.*

The Master Developer reserves the right(s), without the consent or approval of any other Owner, the Metropolitan District, or any other Person, to annex to the Property additional property, including any property which may previously have been withdrawn from the Property. The Master

Developer's right of annexation set forth in the preceding sentence shall terminate 25 years after recording of these Landscape Covenants in the office of the Clerk and Recorder of Jefferson County, Colorado. Each such annexation, if any, shall be accomplished by recording of an annexation document that expressly and unequivocally provides that the property described therein shall be subject to these Landscape Covenants, and all terms and provisions hereof. However, any such annexation may include provisions which, as to the property described therein, adds to or changes the rights, responsibilities and other requirements of these Landscape Covenants. Any such additional or changed provisions may be amended with the consent of the Owners of 67% of the Lots to which such provisions apply; and, as to all such amendments enacted within 25 years after such annexation is effective, no such amendment shall be effective without the prior, written consent of the Master Developer. Notice of any such annexation shall be given to the City.

Section 4.6. *Notices.*

Any notice permitted or required in these Landscape Covenants shall be deemed to have been given and received upon the earlier to occur of (a) personal delivery upon the Person to whom such notice is to be given; or (b) two (2) days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the Owner at the address for such Owner's Lot .

Section 4.7. *Limitation on Liability.*

The Master Developer, the Metropolitan District, and their respective directors, officers, shareholders, members, partners, agents or employees, shall not be liable to any Person for any action or for any failure to act arising out of these Landscape Covenants, unless the action or failure to act was not in good faith and was done or withheld with malice. Further, the Metropolitan District does not waive, and no provision of these Landscape Covenants shall be deemed a waiver of, the immunities and limitations to which the Metropolitan District is entitled as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S., as amended. The release and waiver set forth in Section 4.12 (Waiver) shall apply to this Section.

Section 4.8. *No Representations, Guaranties or Warranties.*

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Master Developer, the Metropolitan District, or by any of their officers, directors, shareholders, members, partners, agents or employees, in connection with any portion of the Property, or any improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, costs, taxes or regulation thereof, unless and except as specifically set forth in writing. The release and waiver set forth in Section 4.12 (Waiver) shall apply to this Section.

Section 4.9. *Disclaimer Regarding Safety.*

MASTER DEVELOPER, THE METROPOLITAN DISTRICT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS,

AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT MASTER DEVELOPER, THE METROPOLITAN DISTRICT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED ONLY TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY. THE RELEASE AND WAIVER SET FORTH IN SECTION 4.12 (WAIVER) SHALL APPLY TO THIS SECTION.

Section 4.10. *Development Within and Surrounding the Property.*

Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments, or other matters, may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property or one or more Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy, or other aspects, amenities or matters. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Lot, each Owner accepts title to such Lot subject to the foregoing, and waives and releases any claim against the Master Developer, the Metropolitan District, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 4.12 (Waiver) shall apply to this Section.

Section 4.11. *Waiver.*

By acceptance of a deed to a Lot, each Owner hereby releases, waives, and discharges the Master Developer, the Metropolitan District, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in these Landscape Covenants, including those contained in Sections 4.8, 4.9, 4.10 and 4.11.

Section 4.12. *Headings.*

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

Section 4.13. *Gender.*

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

Section 4.14. *Action.*

Any action that has been or may be taken by the Master Developer, the Metropolitan District, or any other Person, may be taken "**at any time, from time to time**". Each provision that authorizes, directs or permits action shall be deemed to include such language.

Section 4.15. *Sole Discretion.*

All actions which are to be taken by, or on behalf of, the Master Developer, the Metropolitan District, the governing body of the Metropolitan District, or any other Person shall, except as otherwise expressly provided in these Landscape Covenants, be deemed to be taken "**in the sole discretion**" of such Person.

Section 4.16. *Use of "Include," "Includes," and "Including".*

All uses, in these Landscape Covenants, of the words "**include,**" "**includes,**" and "**including,**" shall be deemed to include the words "**without limitation**" immediately thereafter.

Section 4.17. *Runs with the Property; Binding Upon Successors.*

The benefits, burdens, and all other provisions contained in these Landscape Covenants shall be covenants running with and binding upon the Property (including annexed real estate) and all improvements now or hereafter located thereon; provided, that the foregoing shall exclude all withdrawn Property, if any. The benefits, burdens, and all other provisions contained in these Landscape Covenants shall be binding upon, and inure to the benefit of, the Master Developer and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

[signature appears on following page]

EXHIBIT A
TO
LANDSCAPE COVENANTS OF CANDELAS

(Property)

THE FOLLOWING PROPERTY AS SHOWN ON THE PLAT OF CANDELAS FILING NO. 1, RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, COLORADO, AT RECEPTION NUMBER 2011039877, AS AMENDED AND SUPPLEMENTED:

Lots 1 through 13, inclusive, Block 12,
Lots 1 through 9, inclusive, Block 13,
Lots 1 through 4, inclusive, Block 14,
Lots 1 through 4, inclusive, Block 15,
Lots 1 through 3, inclusive, Block 16,
Lots 1 through 4, inclusive, Block 17,
Lots 1 through 16, inclusive, Block, 19,
Lots 1 through 13, inclusive, Block 20.