

Indexing Notes:

Index in:

- The grantee's index under "Creekside at Mountain Brook" (the names of the Neighborhood)
- The grantor's index under "Mountain Brook Partners, LLC"- the name of the declarant executing these protective covenants
- The grantor's index for each of any other persons executing these covenants

## **Creekside at Mountain Brook**

### **Single Family Covenants, Conditions and Restrictions**

## TABLE OF CONTENTS

<b>1.</b>	<b>ESTABLISHMENT OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS.</b>	<b>1</b>
<b>2.</b>	<b>NAME AND TYPE OF COMMUNITY.</b>	<b>1</b>
<b>3.</b>	<b>EXEMPTION FROM CCIOA – THE ACT.</b>	<b>2</b>
<b>4.</b>	<b>METRO DISTRICT TO ADMINISTER THESE CC&amp;RS.</b>	<b>2</b>
<b>5.</b>	<b>PURPOSES OF THESE CC&amp;RS.</b>	<b>2</b>
<b>6.</b>	<b>COVENANTS AND RESTRICTIONS OF THESE CC&amp;RS.</b>	<b>2</b>
A.	RESTRICTION ON BACKYARD AND SIDE YARD FENCING ON CERTAIN LOTS – METRO DISTRICT FENCING AND MAINTENANCE EASEMENT.	2
B.	RESTRICTIONS ON REAR LOT LANDSCAPING ON CERTAIN LOTS – BUILDER INSTALLATION REQUIREMENT.	3
C.	RESIDENTIAL/BUSINESS USE.	3
D.	PLAT RESTRICTIONS.	4
E.	OWNER MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT RESPONSIBILITIES.	4
F.	OWNER MAINTENANCE RESPONSIBILITIES FOR CERTAIN ‘TRICKLE CHANNELS’.	5
G.	OWNER MAINTENANCE RESPONSIBILITIES FOR CERTAIN DRAINAGE SWALES.	5
H.	METRO DISTRICT REPAIR, REPLACEMENT AND IMPROVEMENT RESPONSIBILITIES FOR CERTAIN ‘TRICKLE CHANNELS’.	5
I.	METRO DISTRICT REPAIR, REPLACEMENT AND IMPROVEMENT RESPONSIBILITIES FOR CERTAIN DRAINAGE SWALES.	5
J.	OWNER IRRIGATION RESPONSIBILITIES FOR PART OF OUTLOT I.	6
K.	METRO DISTRICT RESPONSIBILITIES FOR OUTLOT I.	6
L.	METRO DISTRICT MAINTENANCE RESPONSIBILITIES FOR CERTAIN FENCES.	6
M.	BUILDER AND OWNER LANDSCAPE INSTALLATIONS	6
N.	USE OF GARAGES.	7
O.	PROHIBITION ON NUISANCE ACTIVITIES.	7
P.	NOISE COVENANTS AND RESTRICTIONS.	7
Q.	UNSIGHTLY MATERIALS.	7
R.	RESTRICTIONS ON CERTAIN VEHICLES AND OTHER PERSONAL PROPERTY.	8
S.	RESTRICTIONS ON CERTAIN HEAVY, DOUBLE AXLE AND COMMERCIAL VEHICLES.	8
T.	VEHICLE MAINTENANCE AND REPAIR	8
U.	RESTRICTION ON SERVICE AREAS.	8
V.	DISPLAY OF THE UNITED STATES FLAG.	8
W.	RESTRICTIONS ON SIGNS.	9
X.	RESTRICTION ON FURTHER SUBDIVISION.	9
Y.	HAZARDOUS ACTIVITIES	9
Z.	INSURANCE ON LOTS AND IMPROVEMENTS.	9
AA.	OWNER RESPONSIBILITY FOR COMPLIANCE	9
BB.	COVENANTS AND RESTRICTIONS ON MARIJUANA USE, GROWING AND DISTRIBUTION.	9
CC.	RUBBISH, TRASH AND GARBAGE.	10
DD.	ANTENNAS AND SATELLITE DISHES.	10
EE.	RESTRICTION ON ASSESSMENTS	10
FF.	USE OF REAL ESTATE OWNED BY THE DECLARANT AND/OR METRO DISTRICT.	11
GG.	PUBLICLY DEDICATED OUTLOTS.	11
HH.	DECLARANT’S AND PREFERRED BUILDER’S USE.	11
II.	LOT SPECIFIC BUILDING AND USE RESTRICTIONS.	11
<b>7.</b>	<b>RESTRICTION ON IMPROVEMENTS – APPROVALS REQUIRED FOR LANDSCAPING AND RENOVATIONS.</b>	<b>12</b>
<b>8.</b>	<b>NO RESTRICTION ON INITIAL IMPROVEMENTS TO CONSTRUCT RESIDENCES.</b>	<b>12</b>

<b>9.</b>	<b>DESIGN GUIDELINES.....</b>	<b>12</b>
<b>10.</b>	<b>MEMBERSHIP IN THE DRC.....</b>	<b>12</b>
<b>11.</b>	<b>DRC REVIEW STANDARDS.....</b>	<b>13</b>
<b>12.</b>	<b>FEE FOR REVIEW OF THE DRC.....</b>	<b>13</b>
<b>13.</b>	<b>MEETINGS/ACTIONS OF THE DRC.....</b>	<b>13</b>
<b>14.</b>	<b>REPLY AND COMMUNICATION WITH THE DRC.....</b>	<b>13</b>
<b>15.</b>	<b>VARIANCES AND/OR WAIVERS FROM THE DRC.....</b>	<b>13</b>
<b>16.</b>	<b>DRC WAIVERS NOT IMPLIED.....</b>	<b>14</b>
<b>17.</b>	<b>NO WAIVER OF FUTURE APPROVALS FROM THE DRC.....</b>	<b>14</b>
<b>18.</b>	<b>INDEMNIFICATION OF DRC.....</b>	<b>14</b>
<b>19.</b>	<b>COMPENSATION OF DRC MEMBERS.....</b>	<b>14</b>
<b>20.</b>	<b>RECORDS OF THE DRC.....</b>	<b>14</b>
<b>21.</b>	<b>CREATION OF LIEN AND PERSONAL OBLIGATION TO PAY APPLICATION FEES OF THE DRC.....</b>	<b>14</b>
<b>22.</b>	<b>EFFECT OF NON-PAYMENT OF FEES OF THE DRC.....</b>	<b>15</b>
<b>23.</b>	<b>LIEN PRIORITY OF THE DRC.....</b>	<b>15</b>
<b>24.</b>	<b>EASEMENTS PROVIDED FOR BY THESE CC&amp;RS.....</b>	<b>15</b>
	A. RIGHT OF SUPPORT.....	15
	B. RESPONSIBILITY FOR DAMAGES ON EXERCISE OF EASEMENT RIGHTS.....	16
	C. EASEMENT RESERVATION.....	16
<b>25.</b>	<b>DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS.....</b>	<b>16</b>
<b>26.</b>	<b>ADDITIONAL RESERVED RIGHTS.....</b>	<b>17</b>
<b>27.</b>	<b>RIGHTS TRANSFERABLE/RIGHTS TRANSFERRED.....</b>	<b>18</b>
<b>28.</b>	<b>NO FURTHER AUTHORIZATIONS NEEDED.....</b>	<b>18</b>
<b>29.</b>	<b>INTERPRETATION RELATED TO AMENDMENTS.....</b>	<b>18</b>
<b>30.</b>	<b>TERMINATION OF RESERVED RIGHTS.....</b>	<b>19</b>
<b>31.</b>	<b>ENFORCEMENT OF THESE CC&amp;RS.....</b>	<b>19</b>
<b>32.</b>	<b>GENERAL PROVISIONS OF THESE CC&amp;RS.....</b>	<b>20</b>
	A. AMENDMENT OR TERMINATION OF THESE CC&RS BY OWNERS.....	20
	B. REQUIRED CONSENT OF DECLARANT.....	20
	C. AMENDMENT OF THESE CC&RS BY DECLARANT.....	20
	D. INTERPRETATION OF THESE CC&RS.....	22
	E. DURATION AND AMENDMENT.....	22
<b>33.</b>	<b>SEVERABILITY.....</b>	<b>22</b>
<b>34.</b>	<b>CAPTIONS.....</b>	<b>22</b>
<b>35.</b>	<b>SINGULAR INCLUDES THE PLURAL; GENDER.....</b>	<b>22</b>
<b>36.</b>	<b>DEFINITIONS.....</b>	<b>22</b>

**EXHIBIT A - LEGAL DESCRIPTION OF LOTS AND REAL ESTATE SUBJECT TO THESE CC&RS**

**EXHIBIT B – ANNEXABLE PROPERTY**

**EXHIBIT C – REAR LANDSCAPING REQUIREMENTS LOTS 1-10, BLOCK 2, MOUNTAIN BROOK  
FILING 1**

**EXHIBIT D – METRO DISTRICT CONSENT**

**EXHIBIT E – LENDER CONSENT**

**EXHIBIT F – LENDER CONSENT**

## Creekside at Mountain Brook

### Single Family Covenants, Conditions and Restrictions

These Creekside at Mountain Brook Single Family Covenants, Conditions and Restrictions ("CC&Rs") are made by Mountain Brook Partners, LLC ("Declarant") and are effective upon recording.

#### Recitals

- A. Declarant is the Owner of certain Real Estate in the City of Longmont, County of Boulder, State of Colorado, as described in *Exhibit A*.
- B. The Real Estate is subject to or may soon be subject to one or more recorded Plat(s).
- C. Declarant desires to subject the Real Estate to these CC&Rs and desires that the Neighborhood be known as "Creekside at Mountain Brook."
- D. Declarant has not caused a separate owners association to be created by these CC&Rs, as the Lots in Creekside at Mountain Brook are not a planned community with an owners association, but rather the Lots and the Neighborhood are a planned community administered by the Metro District (as defined below).
- E. No owner association assessment authority is established by these CC&Rs.
- F. These CC&Rs and the Creekside at Mountain Brook Neighborhood are exempt from the Colorado Common Interest Ownership Act (the "Act" as defined below).
- G. Declarant has established the "Creekside at Mountain Brook Design Review Committee" or "DRC," an unincorporated association under the laws of the State of Colorado, as the entity to administer the aesthetic, architectural and equitable servitudes set forth in these CC&Rs and for the purpose of exercising the functions set forth in these CC&Rs.

Declarant declares and establishes these CC&Rs as follows:

1. Establishment of these Covenants, Conditions and Restrictions.

Declarant declares that the Real Estate is to be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the covenants, conditions and restrictions of these CC&Rs.

2. Name and Type of Community.

The name of the Neighborhood is "Creekside at Mountain Brook."

The Lots in Creekside at Mountain Brook are not, of themselves, a separate planned community subject to the Act.

3. Exemption from CCIOA – the Act.

The Lots described in *Exhibit A* are subject to these CC&Rs and are exempt from CCIOA – the Act. Creekside at Mountain Brook and the Real Estate are without a separate owners association established by these CC&Rs. Creekside at Mountain Brook and the Metro District are without any owner association assessment authority in these CC&Rs. The Declarant does not have and has not reserved development rights (as allowed for under CCIOA), including special declarant rights or other additional reserved rights under CCIOA for Creekside at Mountain Brook. Rights of the Declarant as provided for in these CC&Rs are not to be construed as development rights or special declarant rights or other rights allowed for under CCIOA, but rather, as rights independent of CCIOA, based on common law. Based on the foregoing, these CC&Rs and the Real Estate are exempt from and not subject to the Act.

4. Metro District to Administer these CC&Rs.

The Metro District is authorized, under its service plan, to administer these CC&Rs and to impose such fees or damages, as independent of these CC&Rs, are provided for in its service plan.

5. Purposes of these CC&Rs.

These CC&Rs are made for the purpose of protecting the value and desirability of the Lots. The CC&Rs run with the Lots and are binding on all parties having any right, title or interest in the Lots, their heirs, legal representatives, successors, and assigns and inure to the benefit of each Owner.

6. Covenants and Restrictions of these CC&Rs.

The Lots are subject to the following covenants and restrictions:

a. Restriction on Backyard and Side Yard Fencing on Certain Lots – Metro District Fencing and Maintenance Easement.

- i. The following Lots are restricted from installing or relocating any fencing on their backyard that abuts Outlot B, C, or side yard as abuts Lot 1, Block 8:

Lots 1 – 16, inclusive, Block 2  
Mountain Brook Subdivision Filing No. 1  
("Fence Restricted Lots")

- ii. The Metro District will initially install the fencing in the limited locations described above on the Fence Restricted Lots. The Metro District will

thereafter provide all maintenance, repair, replacement, and improvement to the fencing it installs on the Fence Restricted Lots.

- iii. The backyard fencing for Lots 1-10, inclusive, Block 2, Mountain Brook Subdivision Filing No. 1 ("South Ditch Adjacent Lots"), may be built inside the rear lot property boundary of those Lots due to the proximity of the South Flat Ditch Easement ("South Ditch Fence Area"). The Metro District is granted an easement in, on, over and under any such South Ditch Adjacent Lot to perform its fence maintenance obligations as described in this Declaration related to the South Ditch Fence Area.
- iv. Any South Ditch Adjacent Lot Owner that relocates the Metro District installed fence or installs any other improvement that otherwise encroaches onto or impairs the South Flat Ditch Easement is responsible for any damage such encroachment causes and all removal, relocation, and restoration expenses associated therewith.

b. Restrictions on Rear Lot Landscaping on Certain Lots – Builder Installation Requirement.

- i. The initial Builder of a residence on a South Ditch Adjacent Lot is responsible for installing the rear lot landscaping in accordance with the Rear Lot Landscaping Requirements attached hereto as Exhibit C.
- ii. The Builder must install the rear lot landscaping on the South Ditch Adjacent Lot before conveyance by a Builder to an Owner, or within a reasonable time after conveyance, as provided in the "Builder and Owner Landscape Installations" subsection below.

c. Residential/Business Use.

Except as otherwise provided below, each Lot may be used for residential purposes only. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or resident residing in the home may conduct ancillary business activities so long as the business activity:

- i. is legal and conforms to all zoning requirements;
- ii. does not increase traffic in the community in excess of what would normally be expected in a community without business activity (other than a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other similar delivery services);
- iii. is consistent with the Neighborhood's residential character; and
- iv. does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or residents.

d. Plat Restrictions.

The restrictions, if any, included on the subdivision Plat for any real property subject to these CC&Rs are incorporated by this reference.

e. Owner Maintenance, Repair, Replacement and Improvement Responsibilities.

- i. Each Owner is obligated to maintain, repair, replace and improve all portions of their Lot, including improvements and landscaping located on their Lot, in a first-class manner, including good workmanship.
- ii. Each Owner is required to maintain the landscaping located on the Lot in a safe, neat, attractive and well-kept condition, which includes lawns mowed regularly; hedges, shrubs, and trees pruned and trimmed; adequate watering; replacement of dead, diseased or unsightly vegetation; and regular removal of weeds and debris.
- iii. Lawns must not exceed the lesser of: the height set in Design Guidelines adopted by the Metro District; or as provided by applicable ordinance.
- iv. Each Lot is to be and remain fully landscaped.
- v. Remodeling of landscape requires application and approval by the DRC.
- vi. Landscaping may not be maintained in any manner which impairs the ability of drivers to have unobstructed views of the street.
- vii. Owner maintenance responsibilities extend to maintenance and snow clearing on the adjacent public sidewalk, tree lawns, and streetscape in compliance with requirements of the City, unless the sidewalk, tree lawn or streetscape maintenance is assumed by the City or the Metro District.
- viii. Owners are responsible for all utility lines and facilities that serve the home on their Lot, from the point where the utility only serves their Lot.
- ix. Owners must maintain adequate drainage across and through their Lot.
- x. Each Lot and the home on a Lot must at all times be kept well maintained, in good repair and replacement, and in a clean, sightly and wholesome condition.
- xi. Trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials are not permitted to remain exposed upon or within any home or on a Lot so that the same are visible from any neighboring Lot or any street, except as necessary during a period of construction or renovation.

f. Owner Maintenance Responsibilities for Certain 'Trickle Channels'.

Owners of the following Lots are responsible for maintenance of a "trickle channel" in an easement on the back of their Lot, with the repair, replacement and improvement of the trickle channel allocated to the Metro District:

Lots 7 – 12, inclusive, Block 1, and  
Lots 2 – 7, inclusive, Block 3,  
Mountain Brook Subdivision Filing No. 1.

Owner maintenance is limited to routine maintenance (including cleaning, removal of leaves, grass clippings, dirt or other debris that may impede the flow of water of a "trickle channel").

g. Owner Maintenance Responsibilities for Certain Drainage Swales.

Owners of the following Lots are responsible for maintenance of a drainage swale in an easement on the back of their Lot, with the repair, replacement and improvement of the drainage swale allocated to the Metro District:

Lots 1 – 7, inclusive, Block 1,  
Mountain Brook Subdivision Filing No. 1.

Owner maintenance is limited to routine maintenance (including cleaning, removal of leaves, grass clippings or other debris that may impede the flow of water in a drainage swale).

h. Metro District Repair, Replacement and Improvement Responsibilities for Certain 'Trickle Channels'.

Beyond routine maintenance by certain Lot Owners as provided for in these CC&Rs, repair, replacement and improvement of trickle channels in an easement on the back of the following Lots is the responsibility of the Metro District:

Lots 7 – 12, inclusive, Block 1, and  
Lots 2 – 7, inclusive, Block 3,  
Mountain Brook Subdivision Filing No. 1.

i. Metro District Repair, Replacement and Improvement Responsibilities for Certain Drainage Swales.

Beyond routine maintenance by certain Lot Owners as provided for in these CC&Rs, repair, replacement and improvement of drainage swales in an easement on the back of the following Lots is the responsibility of the Metro District:

Lots 1 – 12, inclusive, Block 1,

Mountain Brook Subdivision Filing No. 1.

j. Owner Irrigation Responsibilities for Part of Outlot I

Owners of the following Lots:

Lots 8 and 9, Block 6, and  
Lots 1 and 16, Block 7,  
Mountain Brook Subdivision Filing No. 1

are responsible for maintenance of irrigation to that portion of Outlot I of Mountain Brook Subdivision Filing No. 1 that is adjacent to their Lot and inside the sidewalk on Outlot I.

k. Metro District Responsibilities for Outlot I

Beyond the irrigation responsibilities of certain Lot Owners, as provided for in these CC&Rs, repair, replacement and improvement, including mowing, and fertilization of Outlot I, including the landscaped area irrigated by certain Owners is allocated to the Metro District Owners.

l. Metro District Maintenance Responsibilities for Certain Fences.

The Metro District is responsible for maintenance, repair, replacement and improvement of certain fences abutting or located in easements on or next to the following Lots:

Lot 1, Block 1,  
Lot 22, Block 3,  
Mountain Brook Subdivision Filing No. 1.

m. Builder and Owner Landscape Installations.

- i. Builders must install the initial front yard landscaping of a Lot before conveyance by a Builder to an Owner, or within a reasonable time after conveyance, as provided below. This landscaping is to be maintained by the Owner.
- ii. With the exception of the initial front yard landscaping installed by a Builder, all other portions of the Lots not improved with a residence, driveways, sidewalk, walkway, patio or deck, extending to all Lot boundaries, shall be timely landscaped by, and maintained, repaired, replaced and improved by, the Owner of the Lot. All landscaping shall be installed in accordance with the landscaping plans and specifications submitted to and approved by the DRC as provided for in the Protective Covenants and all applicable local government bodies with jurisdiction

- iii. Initial landscaping must be installed no later than 120 days (weather permitting) after the close of the initial purchase from a Builder, or as approved by the DRC.
- iv. Lots closing from a conveyance of a Builder between September 15th and April 15th are granted an automatic extension to have the landscaping installed by May 30th of the upcoming planting season.

n. Use of Garages.

Garages may only be used for the purpose of storing vehicles and any other personal property belonging to the Owner or resident, provided the garage is always and primarily available for and used to park up to the number of vehicles that garage was designed for.

o. Prohibition on Nuisance Activities.

- A. Nothing will be done or kept on a Lot or in the Neighborhood that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body.
- B. Noxious, destructive, offensive or unsanitary activities may not be carried on within the Neighborhood.
- C. No Owner or resident may use or allow the use of the Lot at any time, or in any way, that may endanger persons or property, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or residents, or constitute a nuisance.
- D. As used in these CC&Rs, the term "nuisance" does not include activities of the Declarant, Builder or their respective assignees which are reasonably necessary to the development and construction or improvements within the Neighborhood; provided, however, that activities may not unreasonably interfere with any Owner's use and enjoyment of his or her Lot, or any Owner's ingress and egress to or from his Lot or any public right-of-way.

p. Noise Covenants and Restrictions.

No Owner or resident may use or allow the use of their home in any manner which creates unreasonable noise between the hours of 10:00 p.m. and 7:00 a.m. which can be heard by persons in another home. The Metro District has sole discretion as to what level of noise is objectionable.

q. Unsightly Materials.

No unsightly articles will be permitted to remain on any Lot or other portion of the property if it is visible from adjoining property or public or private streets and drives.

r. Restrictions on Certain Vehicles and Other Personal Property.

Trailers, recreational vehicles, motor homes, boats, campers, wagons, snowmobiles, snow removal equipment and garden and maintenance equipment may not be kept on a Lot unless they are kept at all times in an enclosed structure or otherwise fully screened from view (except when in actual use).

s. Restrictions on Certain Heavy, Double Axle and Commercial Vehicles.

Commercial type, heavy or double rear axle vehicles (as identified by a requirement for an operator to have a commercial driver's license or greater than 1 ton.) are prohibited from being parked on the Lots or on the public street unless approved by the DRC.

This restriction does not apply to pickup trucks greater than 1 ton or private motor homes and recreational vehicles meeting the requirements of paragraph 6.q. above.

Rules and/or Design Guidelines adopted by the DRC may further govern the types of vehicles that may be parked or stored within the Community.

t. Vehicle Maintenance and Repair.

A. Maintenance, repair, rebuilding, dismantling, repainting, or any kind of servicing of vehicles, trailers or boats may not be performed or conducted in the Neighborhood unless done within completely enclosed structures that screen the sight and sound of the activity from the street and from adjoining property.

B. This restriction does not prevent washing and polishing of any motor vehicle, boat, or trailer, together with those activities normally incident and necessary to washing and polishing.

u. Restriction on Service Areas.

Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics will be appropriately screened from view.

v. Display of the United States Flag.

Display of one United States flag on a Lot is not restricted and is the right of the Owner or resident.

w. Restrictions on Signs.

A. No sign, poster, billboard or display of any kind may be erected or maintained on any Lot except such sign or signs as may be approved in writing by the DRC or as allowed by the Design Guidelines.

B. Political signs, if permitted, may only be displayed in accordance with the Design Guidelines.

x. Restriction on Further Subdivision.

Neither the Real Estate nor the Lots may be further subdivided into smaller or larger tracts, Lots, or units without the prior written approval of the DRC. This restriction does not apply to the Declarant.

y. Hazardous Activities.

No activities will be conducted on a Lot and no improvements will be constructed on a Lot that are, or might be, unsafe or hazardous to any person or property.

z. Insurance on Lots and Improvements.

Each Owner will obtain property and liability insurance covering loss, damage or destruction by fire or other casualty to the Owner's Lot and the improvements installed or located on the Lot, the other property of that Owner, and any injuries occurring to the persons while on a Lot.

aa. Owner Responsibility for Compliance.

Each Owner is responsible for ensuring that the Owner's family, guests and residents comply with all provisions of these CC&Rs.

bb. Covenants and Restrictions on Marijuana Use, Growing and Distribution.

Owners and residents are precluded from the growth or cultivation of marijuana for personal use by the resident or for use by anyone else. This covenant is expressly allowed to regulate activity and use inside a home due to the pungent odor of growing marijuana and the migration of that odor to neighboring homes.

A. No Lot or home may be used for the production of hash oil, whether for personal use or distribution. Other marijuana-infused products or edibles may not be produced in the Lot or home except for personal use, provided the use otherwise complies with the Colorado law.

B. No Owner or resident may use a Lot or any portion of a home for the purpose of distributing, marketing or promoting any business or other promotion related to marijuana.

C. Owners will be responsible for any costs or damages resulting from a violation of this section.

cc. Rubbish, Trash and Garbage.

All rubbish, trash and garbage must be regularly removed from each home and is not allowed to accumulate in a home or on a Lot. No garbage or trash may be placed outside a home, temporarily or otherwise, except in trash cans located in any trash enclosure or designated area. Rubbish, trash and garbage must be disposed of in appropriate sealed bags and either placed in the trash cans or proper receptacles for collection, and only at times to allow for timely collection by a contractor, or must be removed from the Lot.

dd. Antennas and Satellite Dishes.

The following restrictions and covenants apply to all Lot Owners and residents:

A. No transmission antenna of any kind may be erected anywhere in the Real Estate, including the Lots, without written approval of the DRC.

B. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter may be placed, allowed or maintained upon a Lot.

C. DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and these CC&Rs, both as may be amended from time to time. Such items must be installed in the least conspicuous location available on the Lot that permits reception of an acceptable signal. If an individual antenna or dish or similar device is installed by an Owner or resident, the Owner is responsible for maintaining that installation and all resulting maintenance due to that installation.

D. If a Lot is transferred which includes a satellite dish or antenna, the grantee assumes all responsibility for the satellite dish or antenna and must comply with these CC&Rs regarding satellite dishes and antennas and any Design Guidelines adopted by the Metro District. Compliance includes and is not limited to compliance with covenants and requirements relating to maintenance and removal of satellite dish or antenna.

ee. Restriction on Assessments.

Creekside at Mountain Brook is not subject to assessment authority of an owners association.

ff. Use of Real Estate Owned by the Declarant and/or Metro District.

There may be no obstruction on any real property owned and/or maintained by the Declarant or the Metro District, nor may anything be kept or stored on any part of such property without the prior written approval of the Declarant, the Metro District or the DRC.

gg. Publicly Dedicated Outlots.

Declarant or others have dedicated certain Outlots depicted and described on the Plat to the City of Longmont, for the purposes describe thereon. Declarant has also dedicated, or will dedicate, certain Outlots to the Metro District as depicted and described on the Plat. Owners may use the Outlots for their intended purposes and subject to City and/or Metro District regulation. The City and/or the Metro District are solely responsible for the improvement, maintenance and repair of the Outlots, except as otherwise expressly agreed or required by the Plat.

hh. Declarant's and Preferred Builder's Use.

Notwithstanding anything to the contrary contained in these CC&Rs, it is expressly permissible for Declarant, its assigns, employees and agents, including Preferred Builders, and any others with reserved rights (as allowed for under these CC&Rs) to perform such reasonable activities, and to maintain upon portions of the Real Estate such facilities as deemed reasonably necessary or incidental to the construction and sale of Lots or the development of the Neighborhood, specifically including, without limitation, the maintenance of temporary business offices, storage areas, construction equipment, signs, models, temporary sales offices, parking areas and lighting facilities.

ii. Lot Specific Building and Use Restrictions. Due to governmental requirements, certain Lots may be subject to certain building and use restrictions from time to time ("Specific Lot Restriction"). Declarant reserves the right to implement any Specific Lot Restriction through an amendment to this Declaration and/or by a separately recorded instrument. As of the date hereof, the following is a Specific Lot Restriction applicable to a specific Lot.

i. Lot 9, Block 7, Mountain Brook Filing No. 1 Final Plat ("Lot 9, Block 7").

The residence built on Lot 9, Block 7 shall be configured such that the garage and driveway are located on the westerly half of the Lot, to the maximum extent possible. It is the intent of this restriction that the location of the driveway for Lot 9, Block 7 be as far away from the South Fordham Street and South Flat Circle intersection as practicable.

7. Restriction on Improvements – Approvals Required for Landscaping and Renovations.

Each Lot is subject to architectural and design covenants which require approval for initial landscaping, exterior changes to the residence and any changes to landscaping.

Prior to commencement of construction of any landscaping or renovation Improvement upon any portion of a Lot, including renovation or alteration to any existing Improvement as constructed by a Builder, a submittal must be made to the DRC, and construction may not commence unless and until the DRC has approved the submittal in writing. All submittals must comply with any Specific Lot Restriction.

8. No Restriction on Initial Improvements to Construct Residences.

For Preferred Builders, approval of plans by the DRC shall not be required for the initial construction of Improvements on a lot that has not received a Certificate of Occupancy and whose plans have been approved by Mountain Brook Partners, LLC, a Colorado limited liability company, and in compliance with any Specific Lot Restriction.

9. Design Guidelines.

The DRC may, from time to time, publish, amend and promulgate Design Guidelines to implement the spirit and intent of these CC&Rs and to encourage and achieve efficient, coordinated, and high-quality use of the property within the Real Estate.

The Design Guidelines may be amended from time to time as provided by the Design Guidelines and these CC&Rs.

The Design Guidelines may contain standards, requirements, recommendations or limitations in addition to those expressly set forth or referred to in these CC&Rs and more stringent standards, requirements or limitations than the specific standards, requirements or limitations set forth or referred to in these CC&Rs.

10. Membership in the DRC.

- a. The DRC may have up to 3 members as appointed by the Declarant, or by assignment from the Declarant, as appointed by the Metro District.
- b. The Metro District may, at any time and from time to time, appoint one or more ex-officio members to the DRC who may serve in a non-voting, advisory capacity to the DRC.
- c. Appointed members of the DRC may be removed by the Metro District.

- d. Each member of the DRC is to hold office until such time as he or she has resigned and his or her successor has been appointed or until such time that the member is removed.

11. DRC Review Standards.

- a. Whenever in these CC&Rs or any Design Guidelines the approval of the DRC is required, the DRC has the right to consider the exterior appearance of the proposed Improvements for conformance with architecture within the Neighborhood.
- b. The submittal requirements, specific procedures, form of approval process for waivers and variances and timing of each decision may be provided for in the Design Guidelines.
- c. The DRC is to approve submittals if it deems that the renovation, remodel, alteration or addition contemplated in the locations indicated are in compliance or substantial compliance with these CC&Rs and the Design Guidelines.
- d. The DRC may condition approvals on such changes as it deems appropriate.

12. Fee for Review of the DRC.

The DRC may require and impose a fee to accompany each application for review and for each approval.

13. Meetings/Actions of the DRC.

The DRC may meet from time to time, as it determines, to perform its duties. The DRC may, from time to time, by resolution unanimously adopted in writing, designate one or more of its members to take any action or perform any duties for and on behalf of the DRC, except the granting of waivers or variances pursuant to this Article. In the absence of such designation, the vote of the majority of voting members of the DRC at a meeting or the written consent of a majority of all of the members of the DRC taken without a meeting constitutes an act of the DRC.

14. Reply and Communication with the DRC.

The DRC is under no obligation to reply to all submittals, flexibility in response being expressly reserved to the DRC. All communications and submittals are to be addressed to the DRC at such address as the DRC may designate.

15. Variances and/or Waivers from the DRC.

The DRC may grant reasonable variances or adjustments or waivers from any conditions and restrictions imposed by these CC&Rs or in the Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising by reason of the

application of the conditions and restrictions contained in these CC&Rs or any Design Guidelines.

16. DRC Waivers Not Implied.

The approval or consent of the DRC, or of an appointed representative, to any application for approval or any Improvement is not deemed to constitute a waiver of any right to hold or deny approval or consent by the DRC as to any application or other matters subsequently or additionally submitted for approval or consent.

17. No Waiver of Future Approvals from the DRC.

The approval or consent of the DRC to any work completed or proposed for performance or completion, or to any other matter that requires the approval or consent of the DRC, may not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matter subsequently or additionally submitted for approval or consent by the same or a different Person, including subsequent renovation or remodeling of an Improvement.

18. Indemnification of DRC.

To the fullest extent permitted by law, each member of the DRC is indemnified by all of the Owners against all expenses and liabilities, including attorney fees reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been a member of the DRC or any settlements thereof, whether or not they are a member at the time such expenses are incurred, except in such cases wherein such member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

19. Compensation of DRC Members.

A member of the DRC may be reasonably compensated by the DRC for services rendered, together with reimbursement for expenses incurred by them in performance of their duties.

20. Records of the DRC.

The DRC is to maintain written records of all applications submitted to it and of all actions taken by it with respect thereto. Such records may be open and available for inspection by any interested party, subject to reasonable advance notice, during reasonable hours of the business day.

21. Creation of Lien and Personal Obligation to Pay Application Fees of the DRC.

- a. Each Owner of any individual parcel, Lot and/or unit that is part of or included within the Real Estate is deemed to covenant and agree, by acceptance of a

deed therefor, whether or not it is expressed in any such deed or other conveyance, to pay the application fee for DRC review of a submittal.

- b. Such fee, including charges, late charges, attorney fees, fines and interest charged, are the personal obligation of the Owner at the time an application is made, or deemed approved, as applicable.
- c. The fee, including charges, late charges, attorney fees, fines and interest charged, are a charge on each applicable individual parcel, Lot or unit, and is a continuing lien.
- d. The personal obligation to pay any past-due sums due does not pass to a successor in title, unless expressly assumed by them.
- e. No Owner may become exempt from liability for payment of the fee by waiver or by abandonment or otherwise.
- f. All fees are payable in the amounts specified, and no offsets or reduction thereof is permitted by any reason including, without limitation, any claim that the DRC or any member is not properly exercising duties and powers under these CC&Rs.

## 22. Effect of Non-Payment of Fees of the DRC.

Any fee, including any charge or fee provided for in these CC&Rs, which is not fully paid within 10 days after the due date thereof, as established by the DRC, bears interest at the rate of interest as may be determined, from time to time, by the DRC, and the DRC may impose or require a reasonable late charge thereon as determined by the DRC. Further, the DRC may bring an action at law or in equity, or both, against the person(s) personally obligated to pay any overdue fees and charges, and may also proceed to foreclose its lien. An action at law or in equity against an Owner to recover a money judgment for unpaid fees or charges may be commenced and pursued without foreclosing, or in any way waiving, the lien therefor. Foreclosure or attempted foreclosure of the lien provided for in these CC&Rs does not estop or otherwise preclude a subsequent foreclosure or attempting to foreclose the lien for any subsequent fees or charges which are not fully paid when due.

## 23. Lien Priority of the DRC.

The lien of DRC under this Article is prior to all other liens and encumbrances.

## 24. Easements Provided for by these CC&Rs.

The Lots are subject to the following easements:

- a. Right of Support.

Each Lot has the right of lateral and subjacent support for the residence and all improvements now or subsequently constructed on the Lot.

b. Responsibility for Damages on Exercise of Easement Rights.

On exercising any maintenance, repair, replacement and improvement easement rights provided in these CC&Rs, the party exercising the right and discharging their obligation is responsible for any resulting damages.

c. Easement Reservation.

Declarant expressly reserves for itself, its successors and assigns, the Metro District and the DRC such easements over and across the Real Estate, including the Lots, as may be reasonably necessary for exercising and performing the rights and obligations of the Declarant, the Metro District and the DRC as provided in these CC&Rs. With respect to any provision of these CC&Rs that authorizes or requires any person or entity including, but not limited to, the Declarant, Metro District or the DRC to repair, maintain, restore or reconstruction any portion of the property or improvements thereon, such easements exist as necessary or convenient to gain access and perform the authorized or required work to the portions of the property requiring repair, maintenance, restoration or reconstruction, with persons, materials and equipment to the extent and for the periods reasonably necessary to enable the person to perform the authorized or required work.

25. Development Rights and Special Declarant Rights.

Declarant reserves, until December 31, 2035, the following Development Rights and Special Declarant Rights:

- i. The right to take such action necessary and convenient to implement these CC&Rs.
- ii. The right to assign all or some of its rights under these CC&Rs to a Metro District or to another person.
- iii. The right to exercise any additional reserved right created by any other provision of these CC&Rs.
- iv. The right to annex or add all or any part of the property described in attached *Exhibit B*.
- v. The right to withdraw any part of the Real Estate or a Lot, with or without a dwelling constructed on that Lot.
- vi. The right for any property withdrawn to subject that property to its own independent set of covenants or governing documents as a common

interest community, either subject to the Act or exempt from the Act, based on the size of the Real Estate as the Declarant or a third party may create.

- vii. The right to establish new covenants, conditions, restrictions, licenses, easements or other similar use rights on all or part of the Real Estate.
- viii. The right to amend and/or restate any portion of these CC&Rs.
- ix. The right to make amendments to these CC&Rs or the Design Guidelines to meet or comply with any requirements of any lender.
- x. The right to exercise any additional reserved right created by any other provision of these CC&Rs.
- xi. All rights related to any change in zoning or use of a Lot.

#### 26. Additional Reserved Rights.

In addition to the rights set forth above, Declarant also reserves the following additional rights for itself and, if licensed by Declarant, to a Preferred Builder:

i. Sales.

The right to maintain mobile and other sales offices, parking lots, management and other offices, models and model homes, and other buildings on any part of the Real Estate.

ii. Signs.

The right to maintain signs and advertising at the Real Estate and to advertise the Neighborhood or other Neighborhoods or communities developed, managed by or affiliated with Declarant.

iii. Dedications.

The right to establish, from time to time, by dedication or otherwise, public streets, utility and other easements for purposes including, but not limited to, public access, access paths, walkways, plazas, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas and utility service, and to create other reservations, exceptions and exclusions.

iv. Construction Easement.

The Declarant, Preferred Builder(s), and any assignees of the Declarant or Preferred Builder(s) expressly reserve the right to perform construction, warranty work and repairs on parts of Real Estate where improvements have been constructed by them, and the right to control such construction, work and repairs

and the right of access until completion. All work may be performed without the consent or approval of any Owner or holder of a security interest. Declarant, Preferred Builders and their assignees have such an easement as may be reasonably necessary for such construction, warranty work and repairs and for exercising any other reserved rights in these CC&Rs. Such easement includes, but is not limited to, the right to excavate and to construct underground utility lines, drainage swales, pipes, wires, ducts, conduits, and other facilities across the Real Estate on exercise of these reserved rights. The party exercising these rights is responsible for all consequential damages and repairs.

v. Access Easement.

Declarant, Preferred Builders and their respective successors and assigns have an access easement to and from any real property accessible through the Neighborhood on drive aisles, alleys or other means of access within the Neighborhood.

**27. Rights Transferable/Rights Transferred.**

Any rights created or reserved under this Article or for the benefit of Declarant may be transferred to any person or entity by an instrument describing the rights transferred recorded in the real property records of the County. Such instrument must be executed by the transferor Declarant and the transferee.

**28. No Further Authorizations Needed.**

The consent of Owners or holders of security interests is not required for the exercise of any reserved rights, and Declarant or its assignees may proceed without limitation at its or their sole option. Declarant or its assignees may exercise any reserved rights on all or any portion of the Real Estate or Units in whatever order determined. Declarant or its assignees are not obligated to exercise any reserved rights or to expand the Neighborhood beyond the Real Estate initially submitted.

**29. Interpretation Related to Amendments.**

- a. Recording of amendments to the CC&Rs pursuant to reserved rights in these CC&Rs will automatically effectuate the terms and provisions of that amendment.
- b. Further, upon the recording of an amendment or annexation to the CC&Rs, the definitions used in these CC&Rs are automatically extended to encompass and to refer to the Neighborhood as expanded and to any additional improvements installed or constructed.
- c. The property added is then a part of the Neighborhood and is then subject to all of the terms of these CC&Rs, unless the annexing document provides otherwise. All conveyances of Units after such amendment is recorded are effective to transfer rights, whether or not reference is made to any amendment of the

## CC&Rs.

### 30. Termination of Reserved Rights.

The rights reserved to Declarant, for itself, its successors and assigns, expire based on the term set forth in these CC&Rs, unless reinstated or extended by the Declarant before expiration, by written instrument executed by Declarant, recorded in the records of the Clerk and Recorder.

### 31. Enforcement of these CC&Rs.

- a. The Declarant, the DRC, the Metro District and any Owner each have the right to enforce any or all of the provisions, covenants, conditions, easements and restrictions contained in these CC&Rs and in the Rules or Design Guidelines of the DRC against any property within the Neighborhood and the Owner thereof.
- b. The right of enforcement includes the right of the DRC or Metro District to fine an Owner for violations of any provision of these CC&Rs or the Rules or Design Guidelines of the DRC.
- c. The right of enforcement includes the right to bring an action for damages as well as an action to enjoin any violations of any provision of these CC&Rs Rules or Design Guidelines of the DRC.
- d. In addition, the Owner of each Lot is responsible for all violations of these CC&Rs by its lessees, tenants, invitees, licensees and all other persons or entities occupying the Lot.
- e. The Declarant, the Metro District and/or the DRC may enforce all applicable provisions of these CC&Rs and may impose sanctions for violations. Such sanctions may include, without limitation:
  - i. Exercising self-help (including, but not limited to, performing such maintenance responsibilities, at the Owner's expense, which are the Owner's responsibility under these CC&Rs) or taking action to abate any violation;
  - ii. Requiring the Owner, at the Owner's expense, to remove any structure or improvement on the Lot that is in violation of these CC&Rs and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Declarant, Metro District, DRC or their designees have the right to enter the Lot, remove the violation and restore the property to substantially the same condition as previously existed, with all fees and costs in connection with such removal and restorations to be paid by the Owner; and
  - iii. Bringing suit at law or in equity to enjoin any violation or to recover

monetary damages or both.

- iv. Any party that brings a lawsuit to enforce the terms of these CC&Rs and prevails is entitled to their reasonable attorney fees and costs.
- f. In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibilities, or otherwise fails to comply with the CC&Rs, the Declarant, Metro District and/or the DRC may record a notice of violation against the Owner and the Lot.
- g. All remedies set forth in these CC&Rs are cumulative of any remedies available at law or in equity. In any action to enforce these CC&Rs, the prevailing party is entitled to recover all costs, including, without limitation, attorney fees and court costs reasonably incurred in such action.
- h. The decision of the Declarant, Metro District and/or DRC to pursue enforcement action in any particular case is left to the Declarant's, Metro District's and/or DRC's discretion, subject to the duty to exercise reasonable business judgment, as provided for in these CC&Rs.
- i. Enforcement is further restricted in that the Declarant, Metro District and/or DRC may not be arbitrary or capricious in taking enforcement action.
- j. A decision of the Declarant, Metro District and/or DRC not to pursue enforcement action may not be construed as a waiver of the right to enforce such provisions at a later time or preclude the Declarant, Metro District and/or DRC from enforcing any other covenant, restriction or rule.

### 32. General Provisions of these CC&Rs.

#### a. Amendment or Termination of these CC&Rs by Owners.

Subject to the provisions in these CC&Rs requiring the consent of the Declarant or otherwise, any provision, covenant, condition, restriction or equitable servitude contained in these CC&Rs may be amended or terminated with the written agreement or vote of at least 75% of the Owners of the Lots subject to these CC&Rs.

#### b. Required Consent of Declarant.

Any proposed amendment, repeal or termination of these CC&Rs prior to January 1, 2035, is not effective unless Declarant or its assignees, if any, have given written consent to such amendment or repeal. That consent may be evidenced by the execution by Declarant or its assignees of a certificate of amendment or repeal.

#### c. Amendment of these CC&Rs by Declarant.

- i. If Declarant determines that any amendments to these CC&Rs or the Plat are necessary or desirable, then, in Declarant's sole discretion, the Declarant may make and record amendments to these CC&Rs, at any time, and from time to time, prior to January 1, 2035.
- ii. Amendment rights of the Declarant allows the Declarant to add, delete or revise any term, condition or provision necessary or convenient to:
  - A. permit, allow or facilitate financing and insurance opportunities for all or any portion of the Real Property by an institutional or governmental lender, purchaser, or insurer of mortgage loans, including by way of example, the Department of Veteran Affairs (VA), Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA) and Colorado Housing Finance Authority (CHFA);
  - B. bring these CC&Rs into conformance or compliance with any applicable governmental statute, rule or regulation or judicial determination; and/or
  - C. enable any title insurance company to issue title insurance coverage with respect to all or any portion of the Real Property or property proposed for inclusion into or addition to these CC&Rs
- iii. If Declarant determines that any amendments to these CC&Rs or the Plat are necessary or desirable in order to comply with approved plans or other governmental regulations, or to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement, then subject to subsection (ii) of this paragraph (c), Declarant has the right and power to make and execute any such amendments without obtaining the approval of any Owners or lenders to Owners.
- iv. Each such amendment of these CC&Rs under this section may be made, if at all, by Declarant prior to January 1, 2035. In furtherance of the foregoing, a power, coupled with an interest, is reserved and granted to Declarant to make or consent to an amendment under this section, on behalf of each Owner and any lenders to Owners. Each deed, security interest, other evidence of obligation or other instrument affecting a Lot and the acceptance is deemed to be a grant and acknowledgment of, and consent to the reservation of, the power of Declarant to make, execute and record an amendment under this section.
- v. If Declarant releases its amendment rights under this Section, or ceases to operate or exist, a written instrument is then no longer required of/for Declarant's approval.

d. Interpretation of these CC&Rs.

The provisions of these CC&Rs are to be liberally construed to effectuate their purposes and for promoting and effectuating the fundamental concepts set forth in the recitals of these CC&Rs. These CC&Rs will be construed and governed under the laws of the State of Colorado.

e. Duration and Amendment.

The covenants and restrictions of these CC&Rs run with and bind the Lots for 50 years, at which time they terminate, unless extended by vote or agreement of a majority of the Owners of the Lots and a document evidencing that an extension is recorded. The easements in these CC&Rs and the burdens and benefits of the easements are perpetual.

33. Severability.

Invalidation of any one of these CC&Rs by judgment or court order or otherwise will in no way affect the application of the provision to other circumstances or affect any other provision(s), which will remain in full force and effect.

34. Captions.

All captions and titles used in these CC&Rs are intended solely for convenience of reference and do not enlarge, limit or otherwise affect that which is set forth in any paragraph or section.

35. Singular Includes the Plural; Gender.

Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, and each gender referral is deemed to include the masculine, feminine and neuter.

36. Definitions.

Terms used in these CC&Rs have the meaning specified or as used below, unless the context requires otherwise.

- a. Act or CCIOA means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., as may be amended from time to time.
- b. Builder means a builder, general contractor or other party, which may also be an Owner, other than the Declarant. Builder also means any party who acquires one or more Lots without improvements or a dwelling unit constructed on the Lot(s), which is acquired for the purpose of constructing the initial improvements upon the Lot(s) or for the purpose of reselling and renting to a third party or third parties.

- c. CC&Rs means these CC&Rs, as may be amended and supplemented from time to time.
- d. City means the City of Longmont, located in Boulder County, Colorado.
- e. Declarant means the Declarant named in these CC&Rs and/or any successor and/or assignee designated by written notice or assignment executed by Declarant and by the transferee and recorded, to the extent any rights or powers reserved to Declarant are transferred or assigned to such transferee.
- f. Design Guidelines means the architectural and/or design standards adopted by the DRC or the Metro District, as allowed for under these CC&Rs.
- g. DRC means and refers to Creekside at Mountain Brook Design Review Committee, as established and provided for in the CC&Rs.
- h. Lot means a physical portion of real estate designated for separate ownership and shown upon any recorded subdivision map or Plat.
- i. Metro District means the Creekside at Mountain Brook Metropolitan District.
- j. Neighborhood means the Creekside at Mountain Brook planned community, a community exempt from CCIOA.
- k. Owner means the record titleholder of a Lot and does not include a lender to an Owner.
- l. Plat or Plats means the recorded plat(s) for all or any part of the Lots, as amended and supplemented of record.
- m. Preferred Builder means a Builder that has applied to and received approval from Declarant as a "Preferred Builder" by a separate instrument. Declarant has the right to designate Preferred Builders through December 31, 2035.
- n. Real Estate means the property described on *Exhibit A* of these CC&Rs.

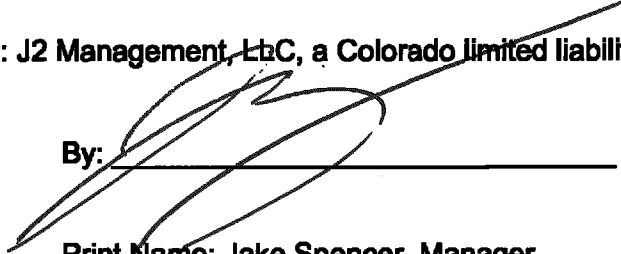
[SIGNATURES BEGIN ON SUBSEQUENT PAGE]

**DECLARANT:**

Mountain Brook Partners, LLC, a Colorado limited liability company

By: J2 Management, LLC, a Colorado limited liability company, its Manager

By: \_\_\_\_\_



Print Name: Jake Spencer, Manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF BOULDER     )

The foregoing CC&Rs were acknowledged before me by Jake Spencer, as Manager of J2 Management, LLC, a Colorado limited liability company, which is the Manager of Mountain Brook Partners, LLC on this 3rd day of January, 2023.

Witness my hand and official seal.

My commission expires: 10/24/2025

\_\_\_\_\_  
Notary Public 

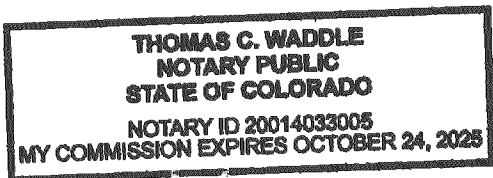


Exhibit A - Legal Description of Lots and Real Estate Subject to these CC&Rs

Lots 12, 13 and 14, Block 2,  
Lot 4, Block 3,  
Lots 2 and 3, Block 4,  
Lots 3, 6, 7 and 9, Block 5,  
Lots 3, 4, 6, 7, 9, 10, 12, 13, 14, 15 and 16, Block 7,  
Mountain Brook Subdivision Filing No. 1,  
County of Boulder,  
State of Colorado.

Exhibit B – Annexable Property

Lots 1-12, inclusive, Block 1,  
Lots 1-11, inclusive, 15 and 16, Block 2,  
Lots 2, 3, and 5-22, inclusive, Block 3,  
Lots 1 and 4, Block 4,  
Lots 1, 2, 4, 5 and 8, Block 5,  
Lots 1-14, inclusive, Block 6,  
Lots 1, 2, 5, 8 and 11, Block 7,  
Mountain Brook Subdivision Filing No. 1  
County of Boulder,  
State of Colorado.

Together with

Lots 1-7, inclusive, Block 11,  
Lots 1-11, inclusive, Block 12,  
Mountain Brook Subdivision Filing No. 2,  
County of Boulder,  
State of Colorado.

And, property near the initial Real Estate described in *Exhibit A*, whether across a private or public street, as an adjacent subdivision or as Declarant determines and the owner of that property consents.

Exhibit B

Exhibit C - Rear Landscaping Requirements Lots 1-10, Block 2, Mountain Brook Filing 1

### Rear Lot Landscaping Requirements for Lots 1-10 of Block 2, Mountain Brook Filing 1

Note: The DRC may approve alternates to this design provided appropriate screening is maintained and westerly views are not adversely impacted.

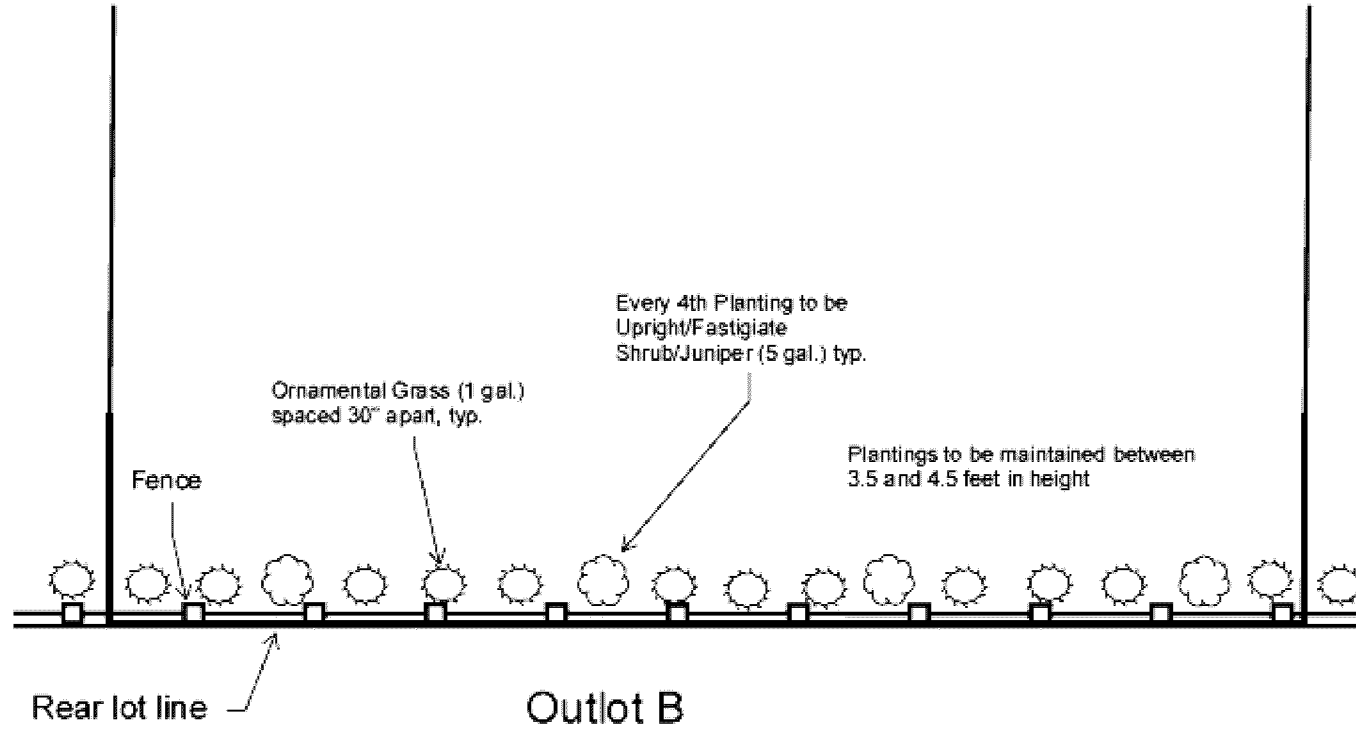


Exhibit C

**METRO DISTRICT CONSENT**

The undersigned, Mountain Brook Metropolitan District, hereby acknowledges to the rights and obligations of the Metro District, as applicable, set forth in the aforesaid Creekside at Mountain Brook Single Family Covenants, Conditions and Restrictions.

Signed this 3<sup>rd</sup> day of JANUARY, 2023

**MOUNTAIN BROOK METROPOLITAN DISTRICT**

By: [Signature]

Print Name: Kevin Mulshine

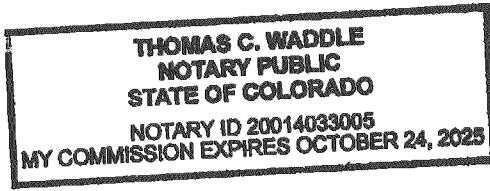
Title: PRESIDENT

STATE OF COLORADO  
BOULDER )  
COUNTY OF BOULDER )ss.

The foregoing instrument was acknowledged before me on the 3<sup>rd</sup> day of JANUARY, 2023 by KEVIN MULSHINE as PRESIDENT of the Mountain Brook Metropolitan District.

Witness my hand and official seal.  
My commission expires: 10/24/2025

[Signature]  
Notary Public





**LENDER CONSENT**

This Lender Consent is made this by the undersigned as a "Lender" with a loan secured by a deed of trust on the property described in the Declaration. Lender is the beneficiary under a deed of trust and other loan documents, which deed of trust is recorded or will be recorded in the real property records of Boulder County, State of Colorado (the "Deed of Trust"). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lender consents and subordinates the Deed of Trust to the Declaration.

HMS ROGERS ROAD, LLC,  
a Colorado limited liability company

By: [Signature]  
Print Name: Jake Spencer

Title: MANAGER, J2 MANAGEMENT, LLC,  
MANAGER OF HMS ROGERS ROAD, LLC

STATE OF COLORADO )  
COUNTY OF BOULDER )ss.

The foregoing instrument was acknowledged before me on the 3<sup>RD</sup> day of JANUARY, 2013 by JAKE SPENCER, as MANAGER OF J2 of HMS Rogers Road, LLC, a Colorado limited liability company. MANAGER, LLC, MANAGER

Witness my hand and official seal.  
My commission expires: 10/24/2025

[Signature]  
Notary Public

