

RESOLUTION NO. 2023-09-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF DAKOTA RIDGE
METROPOLITAN DISTRICT AMENDING THE RULES AND REGULATIONS OF
DAKOTA RIDGE**

A. Dakota Ridge Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the County of Jefferson, Colorado.

B. The District operates pursuant to its Service Plan approved by the Board of County Commissioners of the County of Jefferson, Colorado on September 28, 2021, as the same may be amended or modified from time to time.

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”

D. On April 3, 2023, the Board of Directors of the District adopted the Rules and Regulations for Dakota Ridge Community to provide for the administration and operation of the Dakota Ridge community, as the same may be amended or modified from time to time (the “**Rules and Regulations**”).

E. The District desires to amend the Rules and Regulations to remove certain provisions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DAKOTA RIDGE METROPOLITAN DISTRICT:

1. Amendment to Section 4.7. Section 4.7 of the Rules and Regulations is hereby amended to provide that no basketball backboards or hoops (whether permanent or portable) are permitted. A revised copy of the Rules and Regulations with this change are attached hereto as **Exhibit A**.

2. Except as expressly set forth in this Resolutions, all provisions of the Rules and Regulations remain unchanged and in full force and effect, valid, and binding.

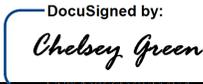
3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

4. All prior actions, resolutions, and policies of the District not expressly modified by this Resolution shall remain unchanged and in full force and effect. In the event of any express conflict or inconsistency between the terms of any prior actions, resolutions, and policies of the District and this Resolution, this Resolution shall control and govern.

[SIGNATURE PAGE TO RESOLUTION NO. 2023-09-01]

APPROVED AND ADOPTED this 1st day of September, 2023.

**DAKOTA RIDGE METROPOLITAN
DISTRICT**

By: 

E567D322DCBD4B1...
President

Attest:



9FDEA79E2DF048E...
Secretary or Assistant Secretary

EXHIBIT A
RULES AND REGULATIONS

**RULES AND REGULATIONS
FOR
DAKOTA RIDGE COMMUNITY**

AS OF September 1, 2023

1. RULES FOR EXTERIOR DESIGN IMPROVEMENTS

- A. Design Review and Approval is needed for exterior changes, such as installing solar panels, see Section 4. Design Guidelines for further details.
- B. **CHANGES TO FRONT YARD LANDSCAPING IS PROHIBITED.** Front yard landscaping is maintained by Dakota Ridge Metropolitan District. Changes to the landscaping could impact the common irrigation system. Property owners who alter front yard landscaping may be responsible for corrections and repairs to any damages.

2. RULES FOR MAINTENANCE RESPONSIBILITY

- A. Exterior Building and Roof Maintenance is the responsibility of the property owners as established in the Party Wall Declarations recorded on each fee simple lot.
- B. Rear yard aprons and rock mulch (the area between your garage and paved street) is the responsibility of the property owner to maintain.
- C. No Unit shall be permitted to fall into disrepair including, but not limited to, missing shingles, failure to maintain landscaping, worn and/or falling fencing and other damage to any Improvements on any Unit. All Units, including Improvements and landscaping thereon, shall be kept and maintained by the Owners thereof in a clean, safe, attractive and in good condition. No trash, litter, junk, boxes, containers, bottles, cans, furniture, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction. Lawns must be watered and maintained. Houses must be painted and repaired.
- D. Unless otherwise maintained by Dakota Ridge Metropolitan District (“the District”), maintenance, repair and upkeep of each Unit shall be the responsibility of the homeowner.
- E. Common areas of the community shall be maintained by the Dakota Ridge Metropolitan District, as applicable. Management should be contacted for any maintenance issues that need to be addressed.

COMPANY NAME AND ADDRESS	PHONE	CONTACT	E-MAIL
Clifton Larson Allen LLP 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111	303-779-5710	District Manager	Denise.denslow@clacconnect.com

3. **RESTRICTIONS AND USE**

3.1 **GENERAL**

- A. No noxious, offensive or illegal activity shall be carried on upon any Unit, nor shall anything be done or placed thereon which is or may become a nuisance or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others.
- B. No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any Property which would reasonably be found by others to be noxious or offensive.
- C. No activity shall be conducted on and no improvement shall be constructed on any Property which is or might be unsafe or hazardous to any person or property. No firearms of any description shall be discharged within the Community, including but not limited to those which may be used for the explosion of cartridges, or any air gun, gas-operated gun or spring weapon, or any instrument or bow made for the purpose of throwing or projecting missiles of any kind by any means whatsoever.
- D. Only fires lighted in an enclosed outdoor fireplace, an interior fireplace, or a barbecue unit while attended and in use for cooking or heating purposes are permitted (open fire pits are not permitted).
- E. Unsightly conditions, structures, facilities, equipment, and objects, including snow removal equipment and garden or maintenance equipment, are not allowed on any Unit, except when actually in use.
- F. No tent, shack, temporary structure or temporary building shall be placed upon any Unit, except with the prior written consent of the Design Review Committee.
- G. Residential sites cannot be used for commercial or government purposes, other than "Home Occupations" as defined in Section 21 of the Zoning Resolution adopted by Jefferson County, Colorado.

3.2 **GARAGE SALES**

Approval is not required. Garage, patio, porch, or lawn sales may be held on any Unit only in accordance with the following guidelines. The Owner or resident of any Unit may conduct such a sale for up to three (3) consecutive days not more than twice in any calendar year if (a) the items sold are only his own personal property, furniture, and furnishings, not acquired for purposes of resale; (b) such sale is held at such time and in such manner as not to unreasonably disturb any other resident of the area; and (c) such sale is held in full compliance with the requirements of all applicable law.

3.3 **VEHICULAR PARKING, STORAGE, AND REPAIRS**

Parking upon any District property shall be regulated by the District. Property generally includes streets/alleyways and guest facility parking slots.

Parking, storing, servicing or repairing commercial vehicles, recreational vehicles, mobile homes, boats, campers, trailers, watercraft, or other oversized vehicles, in accordance with applicable motor vehicle registration laws, or any inoperative vehicles, shall be permitted only if the vehicle is completely enclosed within a garage.

No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use their driveway, streets, or guest parking within the Community.

3.3.1 Recreational Vehicles

All types of “recreational vehicles,” including but not limited to trailers, camping trailers, boat trailers, hauling trailers, boats, or accessories thereto, self-contained motorized recreational vehicles, motorhomes, detached camper units, snowmobiles, race cars, watercraft, or house trailers, are prohibited from parking anywhere within the Community unless parked within an enclosed garage.

3.3.2 Inoperable Vehicles

No inoperable automobiles or vehicles of any kind shall be stored or parked on a Unit unless parked or stored within a garage.

3.3.3 Oversized and Commercial Vehicles

Oversized vehicles (defined as any vehicle which cannot fit into a garage on the Unit) and commercial vehicles cannot be parked in guest facility parking slots for more than 24 hours. Commercial vehicles shall be defined as a whether marked or unmarked, any flatbed, utility bed vehicle, modified body, panel truck, sprinter van and/or a vehicle required by the Department of Transportation to have a Commercial Vehicle License. This restriction, however, shall not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Community, or any Improvements located thereon, nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery, or emergency.

3.3.4 Vehicle Maintenance and Repair

No activity, including maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer, or boat, may be performed, or conducted outside of the garage on the Unit. Notwithstanding, minor repairs may be performed outside of a garage, provided they may be completed the day commenced, there is no damage (i.e., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may

be left unattended on jack or jack stands. Any Owner or other Person undertaking any such activities shall be solely responsible for, and assumes all risks of, such activities, including adoption and utilization of all necessary safety measures, precautions, and ventilation. The foregoing restrictions shall not be deemed to prevent washing and polishing of any a vehicle on a Unit, together with those activities normally incident and necessary to such washing and polishing.

3.4 TRASH CONTAINERS

Trash containers may be placed on the street for pickup after 5:00 p.m. on the evening prior to the day that such trash is to be picked up. Trash containers must be properly stored the evening of pickup.

No garbage, refuse, rubbish, or cuttings of any kind shall be deposited on any street, road or on any Unit, unless placed in a suitable container and suitably located, and in no event shall garbage, refuse, rubbish, or cuttings be deposited, even temporarily for the purposes of pick up on the sidewalks in front of any Unit. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner, and when not placed out for pickup must be stored in an enclosed garage or otherwise screened from view from the ground level of any other Unit or the street, meaning that such garbage cans, trash cans or receptacles are stored on the side of the house and behind the wing fence.

3.5 ANIMALS

In no event may any Owner engage in the commercial breeding of animals on any portion of the Community, and in no event will any Owner keep any animals other than common household pets within the Unit.

No person or household shall own or have custody of more than:

- (1) Four (4) dogs of more than four (4) months of age;
- (2) Four (4) cats of more than four (4) months of age;
- (3) Four (4) rabbits of more than four (4) months of age; or (4) A total of four (4) dogs, cats, and/or rabbits of more than four (4) months of age in any combination.

Chickens and honey bees are not deemed to be common household pets and are not permitted to be kept on any Unit.

Pet Supervision: Except in designated "dog off-leash" parks, and subject to the rules and regulations of said dog off-leash park, no pets shall be allowed on any District of the District's parks or other District property unless restrained and controlled by a leash no longer than six (6) feet. All pet waste on all District property and parks must be cleaned

up and disposed of properly. Owners will be held responsible for any litter, waste, mess or damage created by their pets and for any offensive or prolonged noises created by their pets.

3.6 **VEGETATION**

Owners may not engage in any activities that materially disturb or destroy the vegetation, wildlife or air quality within the Community, or which use excessive amounts of water.

4. **DESIGN GUIDELINES – EXTERIOR IMPROVEMENTS**

4.1 **GENERAL**

The following is a listing, in alphabetical order, of a wide variety of specific types of Improvements which Owners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed Improvement must be submitted to the Design Review Committee (DRB) and written approval of the DRB obtained before the Improvements are made. In some cases, where it is specifically so noted, an Owner may proceed with the Improvements without advance approval if the Owner follows the stated guideline. In some cases, where specifically stated, some types of Improvements are prohibited. DRB review and approval is required on any external items not be listed below.

A Design Review Request form must be submitted to management for review. The Design Review Request form with instructions for submittal is attached as Exhibit 1.

4.2 **ACCESSORY BUILDINGS**

Prohibited.

4.3 **ADDRESS NUMBERS**

Approval is required to replace, alter or relocate existing address numbers, unless the address numbers are replaced using the same style, color and type of number currently on the residence.

4.4 **AIR CONDITIONING EQUIPMENT**

Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators installed after the initial construction.

Approval is not required for replacement of existing air conditioning equipment with like equipment located in the same location as the equipment being replaced.

No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops, or extended from windows.

4.5 ANTENNAE/SATELLITE DISHES

4.5.1 General Provisions

"Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. Installation of Permitted Antennas shall not require the approval of the ARC.

- A. All Permitted Antennas shall be installed with emphasis on being as unobtrusive as possible to the Community. To the extent that reception is not substantially degraded or costs unreasonably increased, all Permitted Antennas shall be screened from view from any street and nearby Lots to the maximum extent possible, and placement shall be made in the following order of preference:
- (1) Inside the structure of the house, not visible from the street
 - (2) Rear yard or side yard, behind and below the fence line
 - (3) Rear yard or side yard, mounted on the house, in the least visible location below roofline
 - (4) Side yard in front of wing fence, screened by and integrated into landscaping
 - (5) Back rooftop
 - (6) Front yard screened by and integrated into landscaping
- B. If more than one (1) location on the Lot allows for adequate reception without imposing unreasonable expense or delay, the order of preference described above shall be used, and the least visible site shall be selected.
- C. Permitted Antennas shall not encroach upon common areas or any other Owner's property.

4.5.2 **Installation of Antennae/Satellite Dishes**

- A. All installations must comply with all applicable building codes and other governmental regulations, and must be secured so they do not jeopardize the safety of residents or cause damage to adjacent properties. Any installation must strictly comply with FCC guidelines.
- B. All Permitted Antennas shall be no larger, nor installed more visibly, than is necessary for reception of an acceptable signal.
- C. Owners are responsible for all costs associated with the Permitted Antenna, including but not limited to costs to install, replace, repair, maintain, relocate, or remove the Permitted Antenna.
- D. All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Permitted Antennas, masts and any visible wiring may be required to be painted to match the color of the structure to which they are attached. The Owner should check with the installer/vendor for the appropriate type of paint.
- E. All other antennas, not addressed above, are prohibited.

4.6 **BARBECUE/GAS GRILLS**

Approval is not required. All barbecue grills, smokers, etc. must be stored in the rear yard or within an enclosed structure, not visible from the front of the home.

4.7 **BASKETBALL BACKBOARDS**

No basketball backboards or hoops (whether permanent or portable) are permitted.

4.8 **BIRDHOUSES AND BIRD FEEDERS**

Approval is not required, subject to the following limitations. If installed in the rear yard and the size is limited to one foot by two feet, no approval is required. No more than three of each of a birdhouse or bird feeder shall be installed on any Lot. Birdhouses or bird feeders may not be mounted on a pole.

4.9 **DOORS**

Approval is not required for an already existing main entrance door to a home if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house.

Complementary colors would be the body, trim or accent colors of the house or white (for storm/screen doors).

- A. Storm Doors. Approval is not required for storm doors as long as the door is complimentary with the color scheme of the home. Owners wishing to utilize a different color must first obtain approval.
- B. Security Doors and Windows. All security or security-type doors and windows must be approved prior to installation.

4.10 **FLAGS/FLAGPOLES**

Approval is required for any freestanding flagpole.

Approval is not required for flagpoles mounted to the front of the residence provided that the flags displayed thereon (if other than an American Flag) are temporary in nature and are only displayed on holidays or in celebration of specific events. They must not be placed earlier than thirty (30) days prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the particular holiday/event or celebration. Under no circumstance may the height of the flagpole exceed the height of the roofline of the residence. Flag size cannot exceed five (5) feet in length and three (3) feet in width.

American Flags: Owners shall be permitted to display an American flag in accordance with the Federal Flag Code and as follows:

- A. The flag shall be no larger than three (3) feet by five (5) feet.
- B. The flag may be displayed in a window or from a flagpole projecting horizontally from a location on the front of the dwelling.
- C. Flags and/or flagpoles shall be replaced as necessary in order to prevent wear and tear.

- D. Flags may not be illuminated without prior written approval of the ARC. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb Owners of neighboring Lots.

An Owner or resident may display a service flag bearing a star denoting the Owner's or resident's or his family member's active or reserve U.S. military service during a time of war or armed conflict. The flag may be displayed on the inside of a window or door of the home on the Lot. The flag may not be larger than nine (9) inches by sixteen (16) inches.

4.11 LIGHTS AND LIGHTING

Approval is not required for replacing existing lighting, including coach lights, with the same or similar lighting style and color as originally installed.

Approval is required to modify or add exterior lighting.

Approval is required to install motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.).

- A. Considerations will include, but may not be limited to, the visibility, style and location of the fixture.
- B. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).
- C. Ground lighting along walks must be maintained in a working and sightly manner. Low- voltage or solar powered ground lighting fixtures which are typically affixed by stakes or similar posts are to be maintained in good aesthetic repair, be functional, not be a tripping or other physical hazard along pedestrian pathways, and remain generally vertical in their presentation.
- D. Holiday lighting and decorations do not require approval. It is required that they not be installed more than thirty (30) days prior to the holiday. They shall be removed within thirty (30) days following the holiday.

4.12 ORNAMENTS/ART AND FLOWER POTS – FRONT LANDSCAPE/YARD

Approval is not required for yard ornaments. Up to three (3) small (less than 24 inches in height) front yard ornaments may be installed in the front yard without approval, as long as the ornament is installed at ground level and the color and design integrate into the landscape. Approval is required for any other yard ornaments.

Approval is not required for hand watered pots placed on patios/stoops/porches or within the front yard. Pots placed in front yard cannot interfere with District maintenance.

Property owners may need to relocate pots if landscape contractor has concerns with locations if placed near ground landscape. The District's drip irrigation in the front yard cannot be altered to water pots, hand watering is required.

4.13 **OVERHANGS/SUNSHADES/AWNINGS- CLOTH OR CANVAS**

Approval is required. An overhang should be an integral part of the house or patio design. The color must be the same as, or generally recognized as, a complementary color to the exterior of the residence. A swatch of material to be used must be provided with the review submittal.

4.14 **PAINTING**

Approval is not required if color and/or color combinations are identical to the original manufacturer color established on the home and/or accessory improvement. Property owners must coordinate with attached units to keep paint application uniform across the entire building exterior. Any changes to the color scheme must be submitted for approval and must conform to the general scheme of the Community.

4.15 **PAVERS / REAR APRON**

Approval is required to change rear apron (space between garage and alleyway/street) from rock mulch to pavers.

4.16 **ROOFING MATERIALS**

Approval is required for all roofing materials other than those originally used by the Builder. Property owners must coordinate with attached units if necessary to replace or repair roof. See Party Wall Declarations for further details.

4.17 **SECURITY DEVICES**

Approval is not required. Security devices, including cameras and alarms, must be selected, located and installed so as to be an integral part of the house and not distract from the home's architecture and appearance. Cameras and housing sirens, speaker boxes, conduits and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which it is attached.

4.18 **SIGNS**

Approval is not required for one (1) temporary sign advertising property for sale or lease or one (1) open house sign, which shall be no larger than five (5) square feet and which are conservative in color and style; one (1) yard/garage sale signs which is no larger than 36" x 48"; and/or burglar alarm notification signs, ground staked or window mounted which are no larger than 8" x 8". Such signs may be installed in the front yard or on the back yard fence of the Lot.

Political signs (defined as signs that carry 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) may be displayed within the boundaries of an Owner's or resident's Lot without approval, political signs shall not exceed 36" by 48" in size.

Approval is required for all other signs. No lighted sign will be permitted unless utilized by the Developer and/or a Builder.

4.19 **SOLAR ENERGY DEVICES**

Approval is required in order to review aesthetic conditions and location. Solar panels may not be placed along the attached units party wall (shared wall). Attached unit(s) have to sign off on location if within 1ft of the shared wall and roof line. Photovoltaic (PV) Solar panels must lay flat on the roof, meet all applicable safety, building codes and electrical requirements, including solar panels for thermal systems (solar water heaters). The DRB is allowed to request changes as long as they don't significantly increase the cost or decrease the efficiency of the proposed device and panels. Please also see Colorado Law C.R.S. 38-30-168, which governs the review and the Owner's installation of such devices.

4.20 **WINDOWS: TINTING, SECURITY BARS, WELL COVERS, ETC.**

Approval is required for any visible window tinting. Highly reflective and/or dark tinting is considered too commercial for residential applications and is not permitted.

Approval is required for security bars and may not be approved on second story windows and other windows visible to the street

5. RULES AND REGULATIONS FOR USE OF DISTRICT FACILITIES, INCLUDING DOG PARK

5.1 **DOG OWNERS AND ATTENDEES**

All individuals who access the Dog Park are legally responsible for the actions and behavior of any dog(s) under their care at all times. Dog waste must be cleaned up IMMEDIATELY by the dog's owner. Dog waste bags are available at the entrance of each yard. Owners must be within the Dog Park and supervising their dog(s) at all times with a leash readily available. Owners should fill any holes their dog digs. Limit three (3) dogs per person per visit. All children under the age of 14 must be accompanied by an adult. Pet treats and food are not allowed inside the Dog Park.

5.2 **DOG RULES**

Dogs must remain leashed at all times when outside of the Dog Park. Leashes may be removed once inside the Dog Park. No aggressive dog(s) allowed. Aggressive dogs should be leashed and removed immediately. Dogs in heat and puppies under 4 months

of age are not allowed in the Dog Park. All dogs must wear a collar with a current rabies tag and identification. Excessive barking is not allowed. Dogs should be under voice control by their owner at all times.

5.3 **PROHIBITED ITEMS**

The following items are prohibited from entering the Dog Park:

- (1) HUMAN AND DOG FOOD & TREATS
- (2) GLASS CONTAINERS
- (3) DOGS IN HEAT
- (4) SICK DOGS
- (5) AGGRESSIVE DOGS
- (6) PUPPIES UNDER 4 MONTHS OLD

ALL DOG OWNERS/ATTENDEES THAT FAIL TO COMPLY WITH THESE RULES WILL BE ASKED TO LEAVE BY THE BRIGHTON CROSSINGS MANAGER OR LAW ENFORCEMENT OFFICERS.

5.4 **PROHIBITED ACTIVITIES ON DISTRICT FACILITIES AND DOG PARK**

The following activities are prohibited within District owned facilities and Dog Park:

- a. Place or post signs.
- b. Camp overnight.
- c. Enter or remain in the Parks or Dog Park after such facilities are closed as indicated on the posted hours of operation.
- d. Deposit, leave or bury refuse, trash or litter except in designated trash receptacles.
- e. Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas for shade are permitted as long as such structures are not left unattended and are removed when the User leaves.
- f. Operate remote control or control-line devices in the air, on or in the water, or on the ground.
- g. Use any amplified sound system that produces audible sound beyond 25 feet.
- h. Stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- i. Smoke, except in designated smoking areas of provided.

- j. Play or practice golf or archery.
- k. Bring into, possess, or have any glass bottle or container.
- l. Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.
- m. Conduct any private enterprise.
- n. Park motor vehicles overnight.
- o. Sell, serve, dispense, possess or consume any alcoholic beverages.
- p. Block, close off, or impair access to any trails or facilities.
- q. Hunt, shoot, kill, injure, trap or maim any animal.
- r. Permit any livestock to graze.
- s. Destroy, vandalize, deface or damage any buildings, structures, signs, equipment, fences, gates or locks regulating access.
- t. Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public.
- u. Dispose of trash.
- v. Remove, cut down, and disfigure rocks, trees, shrubs or other features of the natural environment.
- w. Build a fire.
- x. Operate unauthorized motor vehicles.
- y. Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, bow and arrow, sling, paintball gun, air soft gun or any other weapon.

EXHIBIT 1

Design Review Request Form & Instructions

DAKOTA RIDGE METRO DISTRICT – ARCHITECTURAL REQUEST FORM

8390 E Crescent Pkwy, Suite 300 • Greenwood Village, CO 80111 • 303-779-5710

Please contact DesignReview@CLAConnect.com to submit your request or with questions.	
Homeowner Name	Phone Number
Address	
Email Address	
My request involves the following type of improvement, please describe:	
Planned Completion Date _____	
I understand that I must receive approval in order to proceed. I understand that approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I agree to complete improvements promptly and within the Design Guideline standards after receiving approval.	
Owner Signature	

Certificate Of Completion

Envelope Id: B8EF16663E9545C290C3EA671B96207A	Status: Completed
Subject: Complete with DocuSign: DRMD - Resolution Amending Rules and Regulations - Dakota Ridge MD.pdf	
Client Name: Dakota Ridge MD	
Client Number: A123001	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Natalie Herschberg
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Natalie.Herschberg@claconnect.com
	IP Address: 73.153.120.72

Record Tracking

Status: Original	Holder: Natalie Herschberg	Location: DocuSign
9/13/2023 5:20:17 PM	Natalie.Herschberg@claconnect.com	

Signer Events

Lisa Albers
 lisa.albers@meritagehomes.com
 National VP of Land Development- West
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 9FDEA79E2DF640E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.147.30

Timestamp

Sent: 9/13/2023 5:22:03 PM
 Viewed: 9/13/2023 5:41:29 PM
 Signed: 9/13/2023 5:41:33 PM

Electronic Record and Signature Disclosure:

Accepted: 9/13/2023 5:41:29 PM
 ID: dac19294-0944-4703-9591-a60e31351530

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Records Team
 sdrecordsretention@claconnect.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/13/2023 5:22:04 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/13/2023 5:22:04 PM
Envelope Updated	Security Checked	9/19/2023 11:48:55 AM
Envelope Updated	Security Checked	9/20/2023 11:50:45 AM
Certified Delivered	Security Checked	9/13/2023 5:41:29 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	9/13/2023 5:41:33 PM
Completed	Security Checked	9/20/2023 11:50:45 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

Certificate Of Completion

Envelope Id: D6086C75B9CA4DEBB3DF2F53A2A0B81C	Status: Completed
Subject: Complete with DocuSign: DRMD - Resolution Amending Rules and Regulations - Partially Executed.pdf	
Client Name: Dakota Ridge MD	
Client Number: A123001	
Source Envelope:	
Document Pages: 23	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Natalie Herschberg
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Natalie.Herschberg@claconnect.com
	IP Address: 73.153.120.72

Record Tracking

Status: Original	Holder: Natalie Herschberg	Location: DocuSign
10/25/2023 2:09:23 PM	Natalie.Herschberg@claconnect.com	

Signer Events

Chelsey Green
 chelsey.green@meritagehomes.com
 Secretary
 Secretary
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 E567D322DCBD4B1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.147.40

Timestamp

Sent: 10/25/2023 2:10:52 PM
 Resent: 10/30/2023 5:54:50 PM
 Viewed: 11/1/2023 5:22:34 PM
 Signed: 11/1/2023 5:22:37 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/1/2023 5:22:34 PM
 ID: d564b457-8702-46f7-8f31-ad6b3e3d9d51

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Records Team
 sdrecordsretention@claconnect.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/25/2023 2:10:52 PM
 Viewed: 11/2/2023 9:36:12 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/5/2023 9:27:44 AM
 ID: 2eeab7cf-9041-488d-bed0-8baedf289723

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/25/2023 2:10:52 PM
Envelope Updated	Security Checked	10/30/2023 5:54:49 PM
Certified Delivered	Security Checked	11/1/2023 5:22:34 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/1/2023 5:22:37 PM
Completed	Security Checked	11/1/2023 5:22:37 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.