

(a) **Penalties After Notice.** The Owner shall be liable to the Association as follows:

(1) The sum of One Hundred Dollars (\$100.00) per day for each day after notice that any work continues other than as required to bring the Improvements into compliance as directed by the Architectural Committee.

(2) The sum of One Hundred Dollars (\$100.00) per day commencing on the 3rd day after notice that the Improvements have not been brought into compliance as directed by the Architectural Committee.

(b) **Penalties; Costs; Attorney Fees.** The Association may recover from the Owner all penalties, costs and attorney fees suffered or incurred in connection with the discovery, existence, notification or remedying of any Improvement(s) determined by the Architectural Committee to be in non-compliance with standards and guidelines, or approved plans, as applicable. Said penalties, costs, and fees shall be a personal obligation of the Owner and a charge and lien against said Owner's Lot as provided herein for assessments.

Recoverable costs shall include time expended by the Architectural Committee staff, designees and employees at their regular rate of pay. Attorney fees, if incurred, shall be recoverable regardless of whether or not any suit or legal proceeding is commenced.

(c) **Injunctive Relief.** Nothing herein shall be deemed to preclude the Association from seeking injunctive relief for the enforcement of this Section.

5.8 Building Type: Dwelling Unit Only. The only building permitted on any Lot shall be a single Dwelling Unit (which may include each individual Dwelling Unit within a duplex). No other detached buildings of any type, other than a storage shed or garage as provided within Section 5.10 below, are permitted on any Lot.

Section 5.9 Dwelling Unit and Improvement Location. The location of any Dwelling Unit and other Improvements upon any Lot may be dictated by set-back requirements established by zoning or similar ordinance, as a part of any guidelines and standards established by the Architectural Committee, or in connection with the approval of any plans by the Architectural Committee.

Section 5.10 Garages; Porta-Caches; Storage Shed. Each Dwelling Unit shall have a garage for at least two (2) cars or other vehicles. Detached garages are permitted only with Architectural Committee approval. Detached garages may include living space above or beside the parking stalls but may not have kitchen improvements. Porta-caches (i. e., a covered driveway

adjacent and attached to the Dwelling Unit) are permitted only with Architectural Committee approval (but only in addition to and not in lieu of the required garage). Storage sheds will generally not be allowed, and will only be allowed with the prior written consent of the Architectural Committee. Only rare circumstances in consideration of neighboring view, placement, materials and colors would ever cause the Architectural Committee to consider allowing a storage shed to be placed or constructed on any Lot. Those severe restrictions are set forth in the Standards and Guidelines.

Section 5.11 Fences, Sidewalks, Clotheslines, Antennae, Swingsets, Etc. Fences, sidewalks, clotheslines, antennae, satellite dishes, paint, awnings, arbors, doghouses, basketball backboards/hoops, swingsets and other playground equipment and all other exterior items are considered Improvements and must be made or altered in full compliance with all established guidelines and standards, or approved plans, as applicable. Clotheslines, satellite dishes and similar items may be required by the Architectural Committee to be shielded from view by a fence, berm, landscaping, or other Improvement and the placement thereof approved by the Architectural Committee.

Section 5.12 Landscaping Plan; Sprinkling System. Plans for any new Dwelling Unit must include two (2) copies of a landscape plan for the Lot. All landscaping within public or neighboring view must be fully landscaped with living plant materials at a percentage prescribed by the Architectural Committee, with all grass areas sodded and not seeded and must include an automatic sprinkling system.

Section 5.13 Construction/Installation of Landscape Plan Improvements. All landscape Improvements reflected upon the approved plans shall be completed at the same time as, or immediately following, the construction of the Dwelling Unit on the Lot when the Dwelling Unit is completed between April and September. If any such improvements cannot be completed between April and September, they shall be completed by May 1st of the following year. A landscape plan may provide for phased completion of landscaping over a longer period subject to Architectural Committee approval. No Owner will be deemed to have complied with the requirements of this Article until all Improvements, including landscaping, are completed in conformance with the approved plans and a final written approval of the Architectural Committee.

Section 5.14 Intersection Obstructions. No Owner shall construct or install any fence, berm, shrub, hedge, tree, or other Improvements within twenty-five (25) feet of the corner of two intersecting streets, which, when fully constructed or matured, will be greater than three (3) feet in height above the center line of the adjacent streets, except that deciduous trees fully pruned of all branches to a height of 5 1/2 feet are permitted.

Section 5.15 Temporary/Mobile Structures Prohibited. No structure of a temporary or mobile character, including by way of example and not limitation, trailers, motor homes, mobile homes, tents, boats, or campers, shall be permitted within the Property unless otherwise expressly provided herein.

ARTICLE VI

USE AND OCCUPANCY

Section 6.1 Use Restriction. All Lots shall be used together with incidental and permitted uses as provided herein.

Section 6.2 Restrictions on Leasing. No Owner shall lease his Lot or Dwelling Unit for a period of less than one (1) year. No Owner shall lease less than all his Lot/Dwelling Unit. All such leases shall be in writing and shall contain a covenant by the tenant or tenants that their use and occupancy of the Dwelling Unit and Lot are subject to and shall be in compliance with this Declaration, the Articles and Bylaws, and any Rules and Regulations. No Owner shall lease his Lot or Dwelling Unit without a written lease that has been approved by the Association. The written lease, in addition to the required covenant as stated hereinabove shall include the following provisions: "Owner (landlord) and Tenant mutually understand and agree that this lease is subject to the initial approval of the Association and said approval is subject to withdrawal in the event of any noncompliance by Owner and/or Tenant with the Declaration, the Articles and Bylaws and any Rules and Regulations and any such noncompliance will automatically rescind said approval and constitutes a breach of the lease. Breach of the lease due to said noncompliance requires the Owner (landlord) to commence and complete eviction procedures against the Tenant within three (3) days of notice of said breach being given to Owner by the Association." Owner is liable to the Association in the sum of One Hundred Dollars (\$100.00) per day for: (a) failure to obtain written approval of



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a lease from the Architectural Committee for each day of a tenancy, (b) failure to commence an eviction procedure against the Tenant within three (3) days after notice from the Architectural Committee, and (c) failure to complete an eviction procedure without excusable delay. The Owner shall remain responsible for all assessments, fines and penalties and other obligations hereunder notwithstanding his leasing his Lot.

Section 6.3 Home Occupations and Businesses. No Owner or occupant shall have the right to conduct a business from any Lot or Dwelling Unit. Occupation or avocation conducted upon or from any Lot which involves persons coming to the Lot for the transaction of business or the delivery or receipt of any service, goods or merchandise, the storage of any goods or merchandise upon any Lot must have prior approval and is subject to the strict supervision and control of the Board. Written application, full disclosure about the nature and scope of the business, must be given and inspection access is hereby granted by the Owner to the Board in the event such business activity would be approved. Once approved, the Board may rescind its approval at its sole and absolute discretion or the Board may set forth additional restriction or conditions.

Section 6.4 Signs and Advertising. Other than the monument signage identifying St. Michael's Subdivision, no signs or similar items including but not limited to "for sale" signs on vehicles and "garage or yard sale" shall be permitted upon any Lot or elsewhere on the Property except each Lot may have the following: (a) during the nine months after issuance of building permit, one (1) sign located within ten (10) feet of the foundation of the Dwelling Unit and not more than sixteen (16) square feet in area per side, identifying the contractor, lender, architect, engineer, or similar information relating to the construction of the Dwelling Unit, and including any information related to the sale or lease of the Dwelling Unit; and (b) once the sign permitted by (a) above has been removed, one (1) sign per Lot not more than six (6) square feet in area per side advertising that Lot for sale or lease. No signs are permitted within any Common Area, public right-of-way or on any fence, landscaping material, vehicle, trailer, or other improvement. Any sign permitted by this section shall be placed within ten (10) feet of the foundation of the Improvement on said Lot. Any sign not in compliance with this section may be removed by the Board immediately

and without notice. Cost of such removal and offsite storage of the offending sign will be that of the Owner. This section shall not apply to any signs or other advertising of Declarant or its agents in connection with its development or sale of all or any portion of the Property.

Section 6.5 Automobiles, Recreational Vehicles, Etc.; Garage Doors. No boats, campers, trailers, motor homes, mobile homes, commercial or other trucks or vans used in business, or other similar recreational or commercial vehicles shall be parked or placed upon any portion of the Property except within a garage; however, occasional parking (not more than three (3) days/nights in any sixty (60) day period) of motor homes, campers, boats or similar recreational vehicles in driveways (but not on any streets) is permitted. Garage doors shall be kept closed except when entering, exiting or actively using the garage. If any Owner commits or permits any violation of this provision, the Association may cause, without liability, any non-complying vehicles, etc., to be removed from the Property and stored at such Owner's expense, or may cause any garage doors to be closed, or may assess any fines for non-compliance pursuant to any Rules and Regulations. Any expenses incurred or fines assessed by the Association in enforcing this provision shall be reimbursed/paid to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such expenses/fine are owed, and together with costs of collection thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.

Section 6.6 Household Pets. Every Owner shall have the right to enjoy his Lot without interference or nuisance from any neighboring pets. Household pets shall include only domestic dogs and cats. Each Owner may keep, subject to this provision, a maximum of three (3) household pets on any Lot. Additional household pets or pets other than domestic dogs and cats may only be kept with Board approval. No pets may be kept or raised for commercial purposes within the Property. All pets must be kept on a leash or within a secure fence at all times such pets are outside the Dwelling Unit. Each Owner shall be responsible for immediate clean up and removal of his pet's excrement from the Common Elements and any Lot other than his own, and shall regularly (no less often than weekly) clean up and remove all pet excrement from his Lot. Notwithstanding anything