

**DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR
WESTGATE SUBDIVISION**

WELD COUNTY, COLORADO

This Declaration of Covenants, Conditions & Restrictions may be used only in connection with the community known as Westgate in Weld County, Colorado, and the operation of the Westgate Subdivision made subject to this Declaration.

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**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WESTGATE SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WESTGATE SUBDIVISION (the “Declaration”) is made and entered into to be effective as of the 31st day of December, 2022 by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation (the “Declarant”), upon the following terms and conditions:

RECITALS

WHEREAS, Declarant is the owner and/or Developer of that certain real property located in Weld County, Colorado, within the City of Greeley (the “City”), as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, as supplemented and amended from time to time, (the “Property”); and

WHEREAS, Declarant desires to create a system of covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges to protect and enhance the quality, value, aesthetics, desirability, and attractiveness of the Property and Improvements to be developed thereon, which shall be known as the Westgate Subdivision; and

WHEREAS, the covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, and other charges set forth herein are in addition to the laws of any and all applicable governmental entities with jurisdiction over the Property, including but not limited to the City of Greeley, Weld County and the State of Colorado; and

WHEREAS, Declarant desires that all Property shall be improved, held, used, occupied, leased, sold, and/or conveyed subject to this Declaration; and

WHEREAS, the Westgate Metropolitan Districts Nos. 1, 2, 3 and 4 (collectively the “Metropolitan Districts” or individually a “Metropolitan District” as hereinafter more fully defined) as approved by the City Council on September 18, 2018, which Metropolitan Districts may furnish covenant enforcement and design review services, and the Metropolitan Districts intend to exercise their powers to provide covenant enforcement and design review services, as defined in Section 32-1-1004 (8) of the Colorado Revised Statutes, for the Property; and

WHEREAS, this Declaration shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-kind, and assigns; and

WHEREAS, this Declaration does not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8), as amended; therefore, this Declaration and its Covenants shall not be governed by the Colorado Common Interest

Ownership Act or any provisions thereof. The Declaration and Covenants are drafted to coordinate all covenant enforcement and design review as permitted by law through a metropolitan district, which is instead governed primarily by Title 32, C.R.S. rather than the Colorado Common Interest Ownership Act.

NOW, THEREFORE, in addition to the foregoing, the Declarant for itself, its successors and assigns, and for and on behalf of all existing Owners, hereby declares that the Property and any property which is annexed to this Declaration in the manner provided for herein shall, from the date it so becomes annexed be owned, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, and other provisions set forth above and herein, as the same may be amended and/or supplemented from time to time; provided that the provisions of this Declaration and its Covenants shall apply only to those portions of the Property actually used for residential purposes or designated for such use.

ARTICLE 1 DEFINITIONS

When used in this Declaration, unless the context clearly indicates otherwise, capitalized terms not otherwise defined in any Recorded plat of the Property shall have the meanings hereinafter specified:

“Affiliate” means any and all partnerships, ventures, limited liability companies or other entities in which the Declarant owns or any of the entities comprising the Declarant owns, either directly or indirectly, a controlling interest.

“Applicable Law” means the statutes and public laws and ordinances, including but not limited to the requirements set forth in the FDP (as defined within), in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision. Statutes and ordinances specifically referenced in the Restrictions are “Applicable Law” on the date of the Restrictions, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

“Benefited Parties” means Declarant, the Metropolitan District, the Governing Board, the DRC, and each of their agents, directors, employees, members, managers, officers, partners, and shareholders, and their respective heirs, successors, and assigns.

“City” shall mean the City of Greeley, Colorado.

“Declarant” means **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, its successors or assigns; provided that any assignment(s) of the rights of **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, as Declarant, must be expressly set forth in writing and Recorded. Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.

“Declaration” means this Declaration of Covenants, Conditions, and Restrictions for Westgate Subdivision, as amended and supplemented from time to time.

“Design Guidelines” means the guidelines and rules published, and as amended and supplemented from time to time in accordance with the terms therein, by the Declarant or the Metropolitan District, as more fully provided herein.

“Design Review Committee” or **“DRC”** means and refers to the committee created pursuant to the terms of this Declaration established to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot as set forth in Article 2 of this Declaration.

“Fees” means, collectively, (i) any type of charge to any portion of the Property for any services or facilities provided through the Metropolitan District or (ii) any fees imposed by the Metropolitan District for services.

“Fines” means any monetary penalty imposed by the Metropolitan District against an Owner due to a violation of the Project Documents by an Owner or any Occupant.

“Governing Board” means the board of directors of the Metropolitan District.

“Homebuilder” means an Owner (other than the Declarant) who acquires a Lot for the construction of a single family, duplex and/or townhome residence for resale to a third party or any Person who is designated by Declarant as a “Homebuilder”.

“Improvement(s)” means and includes the following: (a) the construction, installation, alteration, demolition in whole or in part, or expansion of any exterior improvement, building, structure, appurtenance, or other improvements, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, pergolas, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sidewalks, trails, bridges, sprinkler systems, garages, driveways, parking areas, fences, including gates in fences, basketball backboards and hoops, swing-sets or other play structures, screening walls, retaining walls, stairs, decks, exterior light fixtures, poles, signs, exterior tanks, utilities, facilities, pipes, lines, and exterior air conditioning, cooling, heating and water softening equipment, if any; (b) the staking, clearing, grading, excavation, filling or similar disturbance to the surface of the land, including without limitation any change of grade, change of ground level, change of drainage pattern, or change of stream bed or course, ditch improvements, drainage, retention and detention ponds or facilities, storm sewer and other collection facilities; (c) all initial planting of and subsequent material modifications to landscaping, hedges, windbreaks, berms, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, and all planting, clearing or removing of trees, shrubs, grass or perennial plants, but in each instance excluding removal of dead or diseased plants and trees and excluding any replacement that is substantially similar to the item being replaced; (d) any change or alteration to the exterior appearance of Improvements previously approved by the DRC, including any change in finish material, color or texture; (e) the repainting and resurfacing of exterior surfaces of structures, including roofing materials, gutters, downspouts, drain spouts, exterior siding or stucco finish, entry doors, windows, trim around doors and windows, surfaces of garage doors, external vents and flues and glass surfaces, exclusive of any replacement that is substantially identical to the item being repainted or resurfaced; and (f) reconstruction of any structures.

“Lot” means each platted lot that is now or hereafter included in the real property described on the attached Exhibit A, as the same may be subdivided or re-platted from time to time (and "Lot" shall include all lots created as a result of such subdivision or re-platting), as well as any other platted lots now or hereafter included as part of the Property by Declarant as more fully provided in Section 7.2.2 of this Declaration.

“Metropolitan District” or **“District”** means the Westgate Metropolitan District No. 2 within which the Property subject to this Declaration is located. Each of the following Westgate Metropolitan Districts Nos. 1, 3 and/or 4 relative to any portion of the Property within the boundaries of the same that is not also within District No. 2 (as defined herein); Westgate Metropolitan District No. 1 (**“District No. 1”**) relative to any portion of the Property within the boundaries of the same that is not also within District No. 2; Westgate Metropolitan District No. 3 (**“District No. 3”**) relative to any portion of the Property within the boundaries of the same that is not also within District No. 2; Westgate Metropolitan District No. 4 (**“District No. 4”**) relative to any portion of the Property within the boundaries of the same that is not also within District No. 2; and/or any other metropolitan district(s) to whom the above listed Metropolitan Districts may, from time to time, transfer or assign any or all of the rights, duties obligations, and responsibilities delineated in this Declaration, and/or any authority or other similar entity formed by such Metropolitan Districts relative to the administration and operation of the Metropolitan Districts. Each such assignment or transfer, if any, shall be effective upon Recording in Weld County, Colorado, as applicable, of a document of transfer or assignment, duly executed by the applicable Metropolitan District.

“Occupant” means any Person, other than Declarant, the Metropolitan District, and the DRC, from time to time that uses or occupies any portion of a Lot under an ownership right or any lease, sublease, license or concession or other use and occupancy agreement, any guests and invitees of any Owner or Occupant and any other Person that uses any portion of the Property.

“Owner” means each fee simple title holder of a Lot, including without limitation the Declarant or any other Person who owns a Lot, but does not include a Person having an interest in a Lot solely as security for an obligation.

“Person” means a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other entity or any combination thereof and includes, without limitation, each Owner, Homebuilder and the Declarant.

“Project Documents” means this Declaration, Rules and Regulations, Design Guidelines and any documents now or hereafter adopted by or for the Metropolitan District, as amended or supplemented from time to time.

“Property” means that certain real property located in Weld County, Colorado described on **Exhibit A**, attached hereto and incorporated herein by reference, and any additional which has been annexed hereto by a Supplemental Declaration or otherwise as provided herein; all of which may be supplemented and amended from time to time, as the same may now or hereafter be improved, and as the Declarant may now or hereafter subdivide or re-subdivide any portion thereof; provided, however, that the Property shall include any real property and Improvements that are annexed and shall not include any real property or Improvements that have been withdrawn, as provided in this Declaration.

“Record, Recording, Recordation and Recorded” means recorded or to be recorded in the Official Public Records of Weld County, Colorado.

“Supplemental Declaration” shall mean a declaration or covenants Recorded by Declarant, which annexes additional real estate to the terms of this Declaration. A Supplemental Declaration may establish additional covenants, conditions and restrictions applicable to such portion of real property, may contain exceptions, deletions or modifications from the covenants, conditions, restrictions and easements contained herein applicable to such portion of real property. Any Recorded document which establishes or creates a declaration or covenant shall be deemed to be a Supplemental Declaration for the purposes of this Declaration, whether or not it is labeled or identified as such.

Other terms in this Declaration may be defined in specific provisions contained herein and shall have the meaning assigned by such definition.

ARTICLE 2 DELEGATION OF AUTHORITY

2.1 Authority. Except as otherwise provided in this Declaration, Declarant delegates certain governance matters related to the Property to the Metropolitan District. Declarant, through this Declaration, grants the authority to the Metropolitan District through the DRC and the Governing Board, as applicable, to act on behalf of Declarant for certain matters specifically set forth in this Declaration, including, without limitation, implementing this Declaration and enforcing this Declaration.

2.2 Enforcement of Covenants. Declarant grants the Metropolitan District the authority to enforce certain covenants contained in this Declaration and contained in the Project Documents, as applicable.

2.3 Adopt Rules and Regulations Implementing this Declaration. After the period set forth in Section 7.3 of this Declaration, Declarant grants the Metropolitan District the authority to adopt certain Rules and Regulations for the effective governance of the Property to implement this Declaration.

2.4 Design Guidelines. After the period set forth in Section 7.3 of this Declaration, Declarant grants the Metropolitan District the authority to promulgate architectural standards, rules, regulations and/or guidelines (collectively the **“Design Guidelines”** as more fully defined herein) to interpret and implement the provisions of this Declaration. The Design Guidelines may consist of one or more documents, of differing titles, and may be adopted as a component of the Rules and Regulations.

2.5 Design Review. Declarant grants the Metropolitan District, acting through the DRC, as more fully provided in this Declaration, the authority to review and approve Improvements in compliance with the Design Guidelines and to enforce the Design Guidelines.

2.6 Imposition of Fees and Fines. Declarant grants the Metropolitan District the authority to impose Fees and Fines related to the activities of enforcement and the DRC, and to otherwise implement the provisions of this Declaration.

ARTICLE 3 DESIGN AND/OR ARCHITECTURAL REVIEW

3.1 Appointment of Members to DRC. The members of the Design Review Committee shall be appointed by the Governing Board. There shall initially be three (3) members of the DRC. Members of the DRC may be, but need not be, directors of the Governing Board.

3.2 Design Review Requirements.

3.2.1 No Improvements shall be constructed, erected, placed, altered, planted, applied or installed upon any Lot unless said Improvements are in full compliance with the provisions of the Project Documents and unless at least one (1) set of complete plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the DRC), shall have been first submitted to and approved in writing by the DRC.

3.2.2 The DRC shall exercise its reasonable judgment to the end that all Improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the DRC may require as a condition to its considering an approval request that the applicant(s) pay or reimburse the DRC for the expenses incurred by the DRC in the review process.

3.2.3 In addition to the foregoing review and approvals, the construction, erection, addition, deletion, change or installation of any Improvements may also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities.

3.2.4 The DRC shall have the power, with the consent of the Governing Board, to delegate the responsibility for reviewing any application submitted to the DRC to another Person, including a professional architect, landscape architect, engineer, or other professional Person who is qualified to review the issues raised in the application. The DRC shall also have the power to require that the applicant pay the Fees reasonably incurred by the DRC in retaining such professional to review the application submitted.

3.3 Design Guidelines. During the period set forth in Section 7.3 of this Declaration, Declarant is authorized to adopt, enact, modify, amend, repeal, and re-enact design and/or architectural standards, rules, regulations and/or guidelines (collectively the “**Design Guidelines**”). Thereafter, the Governing Board of the Metropolitan District shall have such authority. Any such Guidelines may be included in Rules and Regulations promulgated by the Declarant or the Metropolitan District as set forth in Section 9.1 of this Declaration. Without limiting the generality of the foregoing, such Guidelines may contain provisions to clarify the designs and materials that may be considered in design approval, may state requirements for submissions, may state procedural

requirements, or may specify acceptable Improvement(s) that may be installed without the prior approval of the DRC. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval, or may state that only one or more types of fences are acceptable and no other types will be approved. All Improvements proposed to be constructed, and any Guidelines that are adopted, shall be done and used in accordance with this Declaration. The Design Guidelines may permit the Metropolitan District to send demand letters and notices, levy and collect Fees and/or Fines, and negotiate, settle and/or take any other actions with respect to any violation or alleged violation of any of this Declaration and/or the Design Guidelines.

3.4 Procedures. The DRC shall approve or disapprove all requests for approval within sixty (60) days after the complete submission of all plans, specifications, and other materials and information which the DRC may require in conjunction therewith. A stamped or printed notation, initialed by a member of the DRC, affixed to any of the plans and specifications, shall be deemed a sufficient approval. However, the DRC shall not be required to maintain records of plans, specifications or other documents or information that have been submitted to it for approval. Approval by the DRC shall be conclusive evidence of compliance with this Article 2, provided that the Improvements are constructed in compliance with the plans and specifications as approved. Failure to approve within sixty (60) days of receipt of complete plans and specifications shall be deemed disapproved.

3.5 Voting and Appeals. A majority vote of the DRC is required to approve a request for architectural approval or any other matter to be acted on by the DRC, unless the DRC has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the DRC decides a request for architectural approval which is adverse to the applicant, then the applicant shall have the right to an appeal of such decision to the full DRC, upon a written request therefor submitted to the DRC within ten (10) days after such decision by the DRC's representative. In the event the DRC decides a request for architectural approval which is adverse to the applicant, then the applicant shall have the right to an appeal of such decision to the Governing Board of the Metropolitan District, upon a written request therefor submitted to the Governing Board within ten (10) days after such decision by the DRC. The Governing Board will review and issue a decision within thirty (30) days after a written request for such decision. Notwithstanding anything to the contrary in this Declaration, the entity then authorized to appoint the members of the DRC may intercede of its own volition in matters of architectural approval by the DRC, and the entity then authorized to appoint the members of the DRC may reverse, alter, amend, adjust, change, or otherwise modify any decisions of the DRC at any time, so long as any one or more Owners are not unduly prejudiced thereby.

3.6 Prosecution of Work After Approval. After approval of any proposed Improvement, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with all conditions and requirements of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application or to complete the Improvement in complete conformance with the conditions and requirements of the approval, shall constitute noncompliance with the requirement that approval for Improvements be obtained from the DRC; provided, however, the DRC, in its discretion, may grant extensions of time for completion of any proposed Improvements.

3.7 Notice of Completion. Upon the completion of any Improvement, the applicant for approval of the same shall give a written “Notice of Completion” to the DRC. Until the date of receipt of such Notice of Completion, the DRC shall not be deemed to have notice of completion of any Improvement on which approval has been sought and granted as provided in this Article.

3.8 Inspection of Work. The Metropolitan District and DRC or any duly authorized representative of the same shall have the right to inspect any Improvement prior to or after completion in order to determine whether the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

3.9 Notice of Noncompliance. If, as a result of inspections or otherwise, the DRC finds that any Improvement has been done without obtaining the approval of the DRC, or was not done in substantial compliance with the approval that was granted, or was not completed within one (1) year after the date of approval, subject to any extensions of time granted pursuant to Section 3.6 hereof, the Metropolitan District may notify the applicant in writing of the noncompliance (a “**Notice of Noncompliance**”) The Notice of Noncompliance shall specify the particulars of the noncompliance.

3.10 Correction of Noncompliance. If the Metropolitan District or the DRC determines that a noncompliance exists, the Person responsible for such noncompliance shall remedy or remove the same (and return the subject real estate and/or Improvements or structure to its original condition) within a period of not more than forty-five (45) days from the date of receipt of the Notice of Noncompliance. If such Person does not comply with the ruling within such period, the Metropolitan District may, at its option and after providing the Owner with notice and the opportunity for a hearing as more fully provided in Section 4.2 of this Declaration, record a Notice of Noncompliance against the Lot on which the noncompliance exists, may remove the non-complying Improvement or may otherwise remedy the noncompliance, and the Person responsible for such noncompliance shall reimburse the DRC, upon demand, for all costs and expenses incurred with respect thereto.

3.11 No Liability. The Benefited Parties are not liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damages or in equity. In reviewing or approving any matter, the Benefited Parties are not responsible for any issue related to the Improvements, whether structural or otherwise and whether submitted for review or otherwise. The Benefited Parties are not responsible for any matter related to safety. The Benefited Parties are not responsible for any Improvement’s conformance with Applicable Law or compliance with any other standards or regulations, and any approval of an Improvement by the DRC, any party designated by the DRC or the Governing Board may not be deemed to represent that the Improvement conforms with Applicable Law or complies with any other standards or regulations. Neither the DRC, any party designated by the DRC, nor the Governing Board will make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Owner or other Person is a third-party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the DRC, any party designated by the DRC or the Governing Board. Each Owner (i) waives and releases Benefited Parties from all claims related to approval of any Improvements and (ii) waives and releases all claims against the Benefited Parties related to the safety or compliance with Applicable Law or other standards or regulations of any Improvement. The foregoing release and waiver are made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs,

occupants, personal representatives, representatives, and successors. The DRC members, any party designated by the DRC or the Governing Board acting in such capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The DRC members, any party designated by the DRC, or the Governing Board, acting in such capacity, have no personal liability with respect to any contract or other commitment made or action taken on behalf of the DRC, any party designated by the DRC or the Governing Board.

3.12 Variance. The DRC, in its sole and absolute discretion, may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration and/or Design Guidelines, in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other real property and Improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

3.13 Waivers; No Precedent. The approval or consent of the DRC, or any representative thereof, to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the DRC or any representative thereof, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter.

3.14 Declarant and District's Exemption. Notwithstanding anything to the contrary, Declarant, Declarant's Affiliates, the DRC, and the Metropolitan District are exempt from any and all other matters that require DRC review and/or approval. Neither Declarant nor Declarant's Affiliates are responsible for any review or approvals by the DRC under this Declaration or any other Project Document.

3.15 Homebuilder's Exemption. Notwithstanding anything to the contrary, as long as, and to the extent that, a Homebuilder has received written architectural approval from the Declarant, such Homebuilder shall, as to Declarant-approved Improvements, be exempt from this Article and all provisions of this Declaration that require DRC review and/or approval.

ARTICLE 4 ENFORCEMENT

4.1 Fees and Expenses. All expenses of enforcement must be paid by the Metropolitan District with revenues derived from that portion of the Property with respect to which enforcement services are required or performed. The Metropolitan District has the right to charge Fees and Fines for costs of enforcement of the Project Documents and the costs incurred to correct, address or otherwise remedy violations, in amounts which may be established by the Governing Board from time to time. The Metropolitan District or a private management company hired by the District shall provide enforcement for the recording of meeting minutes and assistance with other administrative needs.

4.2 **General Inspections; Violation Identified by Another Owner; Notice and Hearing; Remedies.**

4.2.1 General Inspection. Any member or authorized agent or consultant of the Governing Board, the DRC, or any other authorized officer, director, employee or agent of the Metropolitan District may enter upon any Lot, at any reasonable time after notice to Owner, without being deemed guilty of trespass, in order to investigate or inspect any portion of the Property for alleged violations of the Project Documents, or to verify any utility matter.

4.2.2 Notice of Alleged Violation; Right to a Hearing. If (i) an investigation or inspection reveals that any part or portion of a Lot is not in compliance with the Project Documents, (ii) the Metropolitan District has submitted a Notice of Noncompliance with respect to a Lot, which violation has not been cured as set forth in Section 3.10 of this Declaration, or (iii) another Owner has submitted a complaint in accordance with the Rules and Regulations, the Metropolitan District may send a notice of alleged Violation (a “**Notice of Violation**”) to the Owner of such Lot in accordance with the Rules and Regulations. Upon receipt of a Notice of Violation, an Owner shall be entitled to request a hearing with respect thereto in accordance with the Rules and Regulations.

4.2.3 Remedies. If, after receipt of the Notice of Violation and, to the extent requested in accordance with the Rules and Regulations, any hearing requested by an Owner, such Owner is found by the Governing Board, or such enforcement tribunal which may be appointed by the Governing Board, to be in violation of the Project Documents and fails to remedy the violation within the time period specified in the Notice of Violation issued pursuant to the Rules and Regulations, the Metropolitan District shall have all remedies available to it at law or in equity, including, without limitation, the following remedies:

4.2.3.1 The Metropolitan District may record a Notice of Violation or Notice of Noncompliance against the Lot on which the violation exists;

4.2.3.2 The Metropolitan District has the right to remove, correct or otherwise remedy any violation in any manner the Governing Board deems appropriate;

4.2.3.3 The Metropolitan District may file an action for injunctive relief to cause an existing violation to be brought into compliance with the Project Documents and the Metropolitan District shall recover all costs and attorneys’ fees associated with bringing the action;

4.2.3.4 The Metropolitan District may levy reasonable Fines for such violation;

4.2.3.5 The Metropolitan District may collect, and shall have a lien against the Lot subject to the violation to secure, (1) payment for reimbursement by the violating Owner for any remedial work performed by the District to remove, correct or otherwise remedy the violation, (2) payment for expenses incurred in obtaining injunctive relief, including costs and attorneys’ fees, plus the following amounts, to

the extent not inconsistent with Applicable Laws, (3) interest on such amount at a rate equal to twelve percent (12%) per annum, (4) late fees of not more than \$15.00 per month for which an account remains unpaid, and (5) all costs and expenses of collecting the unpaid amount, including, without limitation, reasonable attorneys' fees.

4.3 Deemed Nuisances. Every violation constitutes a nuisance, and every remedy allowed for such violation at law, in equity or under the Project Documents against the violating Owner is available to the Metropolitan District.

4.4 No Liability. The Benefited Parties are not liable to any Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, in regard to any matter whether for damages or in equity. In reviewing any alleged violation, the Benefited Parties are not responsible for any issue related to the alleged violation. No Owner or other Person is a third-party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by the Benefited Parties. Each Owner (i) waives and releases the Benefited Parties from all claims related to the actions of the District and/or their representatives and (ii) waives and releases all claims against the Benefited Parties. The foregoing release and waiver is made by each Owner to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Governing Board members and the DRC members, acting in such capacity, shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Governing Board members and the DRC members, acting in such capacity, shall have no personal liability with respect to any contract or other commitment made or action taken on behalf of the Metropolitan District.

ARTICLE 5 GENERAL AND USE RESTRICTIONS

5.1 Restrictions Imposed. The Property is subject to all requirements, covenants, restrictions and other matters stated on the recorded plats of the Property, or any portion thereof, as well as all other applicable documents. In addition, the Declarant declares that all of the Property shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration.

5.2 Residential Use; Professional or Home Occupation. Lots shall be used for residential use only, including uses which are customarily incidental thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, Owners may conduct business activities within their homes provided that all of the following conditions are satisfied:

5.2.1 such activity complies with all Applicable Law;

5.2.2 the business activity is conducted without the employment of persons other than the residents of the home constructed on the Lot;

5.2.3 the business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;

5.2.4 the existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of one or more signs indicating that a business is being operated;

5.2.5 the business does not, in the Governing Board's judgment, result in an undue volume of traffic or parking within the Property;

5.2.6 the business does not require the installation of any machinery other than that customary to normal household operations; and

5.2.7 the business conforms to this Declaration and the Design Guidelines, as well as any Rules and Regulations that may be imposed by the Declarant or the Metropolitan District, from time to time.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant and/or a Homebuilder.

5.3 Household Pets. No animals, including livestock, birds, poultry, pigs, swine, reptiles, insects, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be raised, bred, kept or boarded on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, exotic snakes or lizards, monkeys, chickens or other exotic animals). The Governing Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's or Occupant's Lot more than four (4) cats and dogs, in the aggregate. No pet should be kept in such a way as to make an unreasonable amount of noise, or to become a nuisance. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the Owner and/or a representative, who shall be responsible for collecting and properly disposing of any animal waste. The Governing Board shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; or that an Owner or an Occupant is otherwise in violation of the provisions of this Section. In any such case, the Governing Board may take such action(s) as it may deem appropriate. An Owner's or Occupant's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred as a result of the presence of such pets.

5.4 Temporary Structures; Unsightly Conditions. Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a tent, shack, or outbuilding, shall be placed or erected on a Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted

diligently from the commencement thereof until the completion thereof. Additionally, storage sheds are permissible if approved by the DRC and in accordance with any criteria or standards set forth in the Design Guidelines. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located on the Property as to be visible from a street or the ground level of any other portion of the Property. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its agents, employees, and contractors, or a Homebuilder with the express written approval of the Declarant, to maintain during the period of construction and sale of any Lots, upon such portion of the Property as Declarant may choose, such facilities as in its sole opinion may be reasonably required, convenient or incidental to the construction and sale or rental of Lots, including, without limitation, a business office, storage area, construction yard, signs, model homes, sales office, construction office, parking areas, and lighting.

5.5 HVAC. No types of refrigerating, cooling or heating apparatus shall be permitted on a roof or extended from windows of any structure on a Lot. Further, no such apparatus shall be permitted elsewhere except when appropriately screened from view of adjacent property Owners and approved by the DRC. Such apparatus should be installed in a way that any noise heard from adjacent properties is minimized. Without limiting the foregoing, conventional air conditioning units located on the ground of a Lot are permissible when installed by the Declarant, a Homebuilder or approved by the DRC in accordance with the preceding sentence.

5.6 Signs and Advertising. Signs may be displayed on Lots in accordance with the Guidelines.

5.7 Antenna. Except as may otherwise be permitted by the DRC, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on a Lot; provided, however, that:

5.7.1 an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

5.7.2 an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

5.7.3 an antenna that is designed to received television or radio broadcast signals;

will be permitted subject to reasonable requirements as to location and screening as may be set forth in the Design Guidelines. Any such devices may be erected or installed by the Declarant (or by any Homebuilder with the express written consent of the Declarant) in connection with the sale or rental of Lots, or otherwise in connection with development of or construction on the Property; and provided further, however, that the requirements of this subsection shall be subject to the Telecommunications Act of 1996 and Applicable Law, as amended from time to time.

5.8 Vehicular Parking, Storage and Repairs.

5.8.1 Except for parking on the public streets, which shall be controlled by the City or Weld County, as applicable, all parking within the Property shall be regulated by the Metropolitan District.

5.8.2 Except as otherwise provided in subsection 5.8.2 hereof and/or in Rules and Regulations, vehicles shall be parked only in the garages and driveways, if any, serving the Lots, or in appropriate spaces or areas which may be designated by the Governing Board from time to time, except that any vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. Vehicles shall be subject to such reasonable Rules and Regulations as the Governing Board may adopt from time to time. The Declarant (or a Homebuilder with the express written approval of the Declarant) may designate certain parking areas for visitors or guests, and the Governing Board may adopt reasonable Rules and Regulations, from time to time, governing traffic or parking areas.

5.8.3 Except as may otherwise be set forth in the Rules and Regulations, or as otherwise required by law, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts, boats and boat trailers, junk cars, cars that are not capable of moving on their own power, and buses shall be parked only in enclosed garages or specific areas, if any, which may be designated by the Governing Board from time to time. This restriction, however, shall not restrict trucks or commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property 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. Stored vehicles and vehicles which are inoperable shall not be permitted in the Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if, for example, it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval of the Governing Board. This provision is intended to be broadly interpreted to cover almost any type of vehicle or structure not intended for every-day use. However, trailers, campers, motor homes, pickups, coaches, tents, or boats which can be and are stored completely within a garage and are not used for living purposes will not be in violation of these restrictions. The fact that a vehicle of the above description may be licensed by the State of Colorado or any other state as a passenger vehicle shall in no way exempt it from this provision or the general intent of this provision.

5.8.4 In the event the Governing Board determines that a vehicle is parked or stored in violation of subsections 5.8.2 or 5.8.3 hereof, the Governing Board may elect to impose Fines or use other available sanctions.

5.8.5 No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be

performed or conducted in the Property unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining real estate and Improvements. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Lot, together with those activities normally incidental and necessary to such washing and polishing.

5.9 Nuisances. No nuisance shall be permitted which is visible within or otherwise affects any portion of the Property, nor any use, activity or practice which interferes with the peaceful enjoyment or possession and proper use of any Lot, or any portion thereof, by its Occupants. As used herein, the term “nuisance” shall include each violation of any of the Project Documents, but shall not include any activities of the Declarant, the Developer, or a Homebuilder with the express written consent of the Declarant. No noxious or offensive activity shall be carried on, nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.10 No Hazardous Activities; No Hazardous Materials or Chemicals. No activities shall be conducted which are or might be unsafe or hazardous to any Person, real estate or Improvements. Without limiting the generality of the foregoing, no firearms shall be discharged, and no open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace. Further, no hazardous materials or chemicals shall at any time be located, kept or stored except such as may be contained in household products normally kept at homes for use of the Occupants thereof and in such limited quantities so as to not constitute a hazard or danger to Person, real estate or Improvements.

5.11 Light, Sounds or Odors. No light shall be emitted which is unreasonably bright or causes unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be permitted which is noxious or offensive to others. Further, no annoying light, sound or odor shall be permitted which may be seen, heard or smelled from any Lot. In addition to the foregoing, no electromagnetic, light or any physical emission which might interfere with aircraft, navigation, communications or navigational aids shall be permitted.

5.12 Restrictions on Trash and Materials. No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside the residence on any Lot nor shall such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage and/or trash cans must be stored out of view from any street, alley, or adjacent Lot, except for those days designated by the City as pick-up days.

5.13 Lots to be Maintained. The Owners of each Lot shall have the sole duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Governing Board, in its sole discretion:

- 5.13.1 Prompt removal of all litter, trash, refuse, and wastes.
- 5.13.2 Lawn mowing and edging.
- 5.13.3 Tree and shrub pruning.
- 5.13.4 Replacement of dead trees and other dead landscaping.
- 5.13.5 Keeping exterior lighting and mechanical facilities in working order.
- 5.13.6 Keeping lawn and garden areas alive, free of weeds, and attractive.
- 5.13.7 Keeping planting beds free of turf grass and weeds.
- 5.13.8 Keeping sidewalks, curbs, tree wells, landscape borders, walkways, alleys and driveways in good repair.
- 5.13.9 Prompt removal of snow to comply with Applicable Law.
- 5.13.10 Repainting of Improvements.
- 5.13.11 Repair of exterior damage, and wear and tear to Improvements.
- 5.13.12 Complying with Applicable Law.

5.14 Leases. The term “lease,” as used herein, shall include any agreement for the leasing or rental of a Lot, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals, shorter term rentals, long-term rentals, and subleases. Any Owner shall have the right to lease his Lot, under the following conditions:

5.14.1 All leases shall be in writing; and

5.14.2 All leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be for no less than thirty (30) days and be subject in all respects to the terms of this Declaration and the Project Documents; and that any failure by the lessee to comply with any of the terms of this Declaration and the Project Documents, in any respect, shall be a default under the lease for which the Owner and the lessee shall be jointly and severally liable.

5.14.3 No Lot may be used for short term lodging, home share arrangements, home exchange arrangements, vacation rental, or any similar temporary lodging or living quarter arrangement.

5.15 Maintenance of and Non-Interference with Grade and Drainage; Irrigation Recommendations Around Foundations and Slabs.

5.15.1 Each Owner shall maintain the grading upon his Lot (including grading around the building foundation) at the slope and pitch fixed by the final grading thereof, including landscaping and maintenance of the slopes, so as to maintain the established

drainage per the established drainage improvement plans as approved by the City. Each Owner agrees that he will not in any way change or interfere with the established drainage pattern over his Lot. For purposes of this Section, “established drainage” is defined as the drainage which exists at the time final grading of a Lot by the Declarant, the Developer or a Homebuilder is completed.

5.15.2 The Owner of a Lot should not plant flower beds (especially annuals), vegetable gardens and other landscaping which requires regular watering, within five (5) feet of the foundation of the dwelling unit or any slab on the Lot. If evergreen shrubbery is located within five (5) feet of any foundation wall or slab, then the Owner of the Lot should water such shrubbery by “controlled hand-watering,” and should avoid excessive watering. Further, piping and heads for sprinkler systems should not be installed within five (5) feet of foundation walls and slabs.

5.16 Landscaping. Other than landscaping which may be constructed, installed or located by the Declarant (or by a Homebuilder with the express written approval of the Declarant) in its development or construction of Improvements in the Property, no landscaping shall be permitted except with the prior written approval of the DRC.

5.16.1 Completion of Landscaping. Homebuilders are responsible for the installation of landscaping in the front yard and tree lawn areas on or adjacent to the Lots owned by such Homebuilder as part of the construction of the residence on each such Lot. Within the time frames as hereinafter provided, the Owner (other than the Declarant, or a Homebuilder with the express written approval of the Declarant) of each Lot shall install landscaping on all portions of the Lot not otherwise landscaped by the Homebuilder, and shall thereafter maintain all landscaping in a neat and attractive condition, including periodic and horticulturally correct pruning, removal of weeds, and replacement of landscaping. The Owner of each Lot (other than Declarant, or a Homebuilder with the express written approval of the Declarant) shall install landscaping on such Lot within one hundred eighty (180) days after acquisition of such Lot by such Owner if said acquisition occurs between April 1 and October 1; if said acquisition does not occur between such dates, then such landscaping shall be installed by such Owner by the following October 1. Landscaping plans and other required documents shall be in accordance with the Design Guidelines, including any approved plant list included in the Design Guidelines, and shall be submitted to the DRC for review and approval prior to the installation of landscaping.

5.16.2 Landscaping Plans. The City of Greeley, Colorado or the Declarant may provide typical landscaping plans, which may represent the minimum standard for landscaping on the Lots. Notwithstanding the foregoing, prior to the commencement of landscaping, the DRC must approve landscaping plans. Landscaping plans must depict fences, decks, sod, seeded areas, retaining walls, rock, sprinkler system, sizes and species of nursery materials selected from any approved plant list included in the Design Guidelines, and include a drainage and grading plan that coincides with the Homebuilder’s grading plan, and shows any Improvements or alterations thereto.

5.16.3 Landscaping Limitations. In an effort to promote water conservation throughout the community, Owners are encouraged to limit the amount of irrigated turf installed on Lots.

ARTICLE 6 EASEMENTS

6.1 Easements for Access. Declarant declares, establishes, grants, and reserves easements over each Lot in favor of Declarant, its Affiliates, Homebuilders, the DRC, and the Metropolitan District, including each of their respective agents, representatives, contractors and employees, for performing any of the actions authorized or required of the same as provided in this Declaration, including but not limited to investigation and/or enforcement of any term or provision of any of the Project Documents, maintenance, repair, or replacement or other services as provided for in this Declaration, and enforcement of any provision in the Project Documents. The access easements granted in this Section 6.1 may be exercised only during reasonable hours after reasonable notice to the Owner of any affected Lot; provided, however, that no such notice is required in connection with any exterior, non-intrusive maintenance and in emergency situations entry upon a Lot may be made at any time, provided that Owner is notified of impending emergency entry as early as is reasonably possible.

6.2 Additional Easements. Declarant and Declarant's Affiliates shall have whatever easements are reasonably necessary or desirable across the Property for access to and utility services for the Property.

6.3 Limitations on Easements. The easements established pursuant to this Declaration (a) shall in no way affect, avoid, extinguish, or modify any other covenants, easements, limitations, reservations, or restrictions affecting all or part of the Property recorded prior to this Declaration and (b) shall not be interpreted or construed as preventing or precluding the construction, operation, and use of any Lot which is otherwise permitted by the terms of this Declaration.

6.4 Recorded Easements. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property, and all portions thereof, shall be subject to the easements as shown on any recorded plat of the Property, or any portion thereof, and the easements established in this Declaration.

6.5 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon all streets and upon the Property in the proper performance of their duties.

6.6 Easements Deemed Appurtenant. Any and all conveyances made by Declarant to any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements and rights created herein for an Owner shall be deemed appurtenant to the Lot owned by such Owner. All conveyances and instruments affecting title to a Lot shall be deemed to grant and reserve the easements and rights of way as provided herein, as though set forth in said document in full, even though no specific reference to such easements or rights of way appear.

ARTICLE 7 RESERVATION OF DEVELOPMENT RIGHTS

7.1 Declarant and Builder Exemption. Notwithstanding anything to the contrary contained in any of the Project Documents, the Declarant (and any Homebuilder designated in

writing by Declarant) shall be exempt from the Project Documents, including without limitation the requirement to obtain design approval from the DRC and any covenants, conditions, or restrictions. Notwithstanding the foregoing, neither the Declarant nor any Homebuilder shall be exempt from the requirement to obtain approval from all governmental entities with jurisdiction over the Property.

7.2 Development Rights. Declarant, for a period of twenty (20) years from and after the Recording of this Declaration in the real property records of Weld County, Colorado, will have the following development rights (collectively, the “**Development Rights**”) with respect to all of the Property:

7.2.1 Completion of Improvements. The right to complete or make Improvements as indicated on any plat Recorded with respect to the Property.

7.2.2 Annexation. The right at any time, from time to time, to annex to the Property additional real estate and Improvements, including without limitation any real estate and Improvements which may previously have been withdrawn from the Property. By each such annexation, if any, the Declarant shall be deemed to have amended the term “Property” to include such annexed real property and Improvements. Each such annexation, if any, shall be accomplished by Recording of a Supplemental Declaration adding such Parcel, Recorded in the real property records of the Weld County, Colorado. Such Supplemental Declaration will expressly and unequivocally provide that the real property and Improvements described therein shall be subject to this Declaration and all terms and provisions hereof. Any such annexation may include provisions which, as to the real property and Improvements described therein, adds to or changes the rights, responsibilities and other requirements of this Declaration.

7.2.3 Create Lots. The right to create Lots on the Property.

7.2.4 Subdivide Lots. The right to subdivide Lots on any part of the Property, and the right to relocate boundaries between Lots.

7.2.5 Withdrawal. The right to withdraw the Property, or any portion thereof, from this Declaration so long as the Declarant owns the portion of the Property to be withdrawn. By each such withdrawal, if any, the Declarant shall be deemed to have amended the term “Property” to exclude such withdrawn real property and Improvements. The right to withdraw any portion(s) of the Property includes the right to withdraw one or more Lots, or other portion(s) of the Property, at different times and from time to time. Each withdrawal, if any, may be affected by the Declarant Recording a withdrawal document in the office of the Weld County, Colorado Clerk and Recorder. A withdrawal as contained in this paragraph constitutes a divestiture, withdrawal, and de-annexation of the withdrawn real estate and Improvements from this Declaration so that, from and after the date of Recording a withdrawal document, the real estate and Improvements so withdrawn shall not be part of the Property. Withdrawal of any portion of the Property from the boundaries of the Metropolitan District shall be accomplished by, and subject to, compliance with Applicable Law. If real property is withdrawn from the Property (“**Withdrawn Property**”):

(a) The owner(s) of the Withdrawn Property shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the common areas within the Property

(b) The owner(s) within the Property shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the common areas within the Withdrawn Property.

(c) Declarant shall prepare and Record in the real property records of Weld County, Colorado whatever documents are necessary to evidence such easements. Such Recorded easement(s) shall specify that the owners of the Withdrawn Property and the owners of the Property shall be obligated to pay a proportionate share of the cost of the operation and maintenance of any easements utilized by either one of them on the other's property upon such reasonable basis as the Declarant shall establish in the easement(s). Preparation and Recordation by Declarant of an easement pursuant to this Section shall conclusively determine the existence, location and extent of the reciprocal easements that are necessary or desirable as contemplated by this Section.

7.2.6 Merger. The right to merge or consolidate the Property with another community of the same form of ownership.

7.2.7 Sales and Construction Activities. The right, for Declarant and any Homebuilder (but only with the express written consent of the Declarant), and their employees, agents, and contractors to perform, from time to time, and to maintain upon portions of the Lots, such activities and materials as Declarant or such Homebuilder deems necessary or incidental to the construction and sale of Lots and development and construction of Improvements. The foregoing includes, without limitation, locating, maintaining and relocating management offices, construction trailers, construction offices, signs, model units and sales offices, in such numbers, of such sizes, and at such locations as it determines in its discretion from time to time. Further, nothing contained in any of the Project Documents shall limit the rights of Declarant or a Homebuilder, with Declarant's express written approval:

(a) to excavate, cut, fill or grade any real property (with the consent of the Owner thereof) or to construct, alter, demolish or replace any Improvements;

(b) to use any Improvements on any real property (with the consent of the Owner thereof) as a construction, management, model home, sales or leasing office in connection with the development, construction or sale of any real estate and/or Improvements; and/or

(c) to seek or obtain any approvals under any of the Project Documents for any other activity.

7.2.8 Master Association. The right to make the Property subject to a master association

7.2.9 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, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions.

7.2.10 Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulations of parking and/or recreational facilities and/or common area, which may or may not be a part of the Property.

7.2.11 Site Plan Modification/Expansion. Nothing in this Declaration shall preclude the Declarant from modifying any site plan, subject to the approval of the required governmental authorities, including but not limited to the purpose of expanding the square footage of Improvements permitted to be constructed on the Lots owned by Declarant, provided that such modification does not have a material and adverse impact on any Lot not owned by Declarant, and does not violate any then-existing zoning, land use, or other requirements of the City and Weld County, Colorado, in which the Property is located or any other governmental entity having jurisdiction.

7.3 Period of Declarant Control. Until such time as Declarant no longer owns any of the Property subject to this Declaration, Declarant shall have the authority to:

7.3.1 Appoint and remove members of the DRC as more fully provided in Section 3.1 of this Declaration.

7.3.2 Adopt, enact, modify, amend, repeal, and re-enact Design Guidelines, as more fully provided in Section 3.3 of this Declaration.

7.3.3 Adopt, enact, modify, amend, repeal, and re-enact Rules and Regulations, as more fully provided in Section 9.1 of this Declaration.

7.3.4 Enforce any violation of the Project Documents, in the same manner and with the same authority as the Metropolitan District, in the event the Metropolitan District fails to do so as more fully provided below. In the event the Metropolitan District fails to enforce any provision of the Project Documents, Declarant may provide written notice of such failure to the Metropolitan District. The Metropolitan District shall have thirty (30) days from the date of such notice to commence appropriate enforcement action in accordance with this Declaration and any Rules and Regulations related to enforcement procedures. If the Metropolitan District fails to commence appropriate enforcement action within such thirty (30) day period, Declarant may thereafter undertake enforcement of the violation in the place of the Metropolitan District after providing written notice of its intent to undertake the same to the Metropolitan District.

7.4 Supplemental Provisions Regarding Development Rights. Without limiting the generality of the foregoing, certain of the Development Rights are explained more fully in this Article below. Further, Declarant reserves the right to amend this Declaration and any plat in connection

with the exercise of any Development Rights, and Declarant also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

7.5 Utility Easements. Declarant hereby reserves for itself and its successors and assigns a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, and electrical, cable and other communications systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits, and conduits under and over the Property. No water, sewer, gas, telephone, electrical, communications or other utility or service lines, systems or facilities may be installed or relocated on the surface of the Property, unless approved by the DRC. These items may be temporarily installed above ground during construction, if approved by the DRC, subject to the requirements, if any, of any governmental authority having jurisdiction over the Property.

7.6 Drainage Easements. Declarant reserves for itself and its successors and assigns an easement to enter on any portion of the Property for the purpose of modifying the grade of any drainage channels on the Property to improve the drainage of water. Every Lot shall be burdened with easements for natural drainage of storm water runoff from the other portions of the Property; provided, no Person shall alter the natural drainage on any Lot so as to materially increase the drainage of water onto adjacent portions of the Property without the consent of the DRC and the Owner of the affected property.

7.7 Maintenance of General Easements. Any Person using these general easements provided under Sections 7.5 and 7.6 above shall use its best efforts to install and maintain the easements for utilities or drainage without disturbing the uses of the Owners and the Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work, and shall comply with all requirements of the Guidelines and the DRC. Should any Person furnishing a service covered by these general easements request a specific easement by separate Recordable document, Declarant shall have, and is hereby given the right and authority, with the prior approval of the DRC, to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement shall in no way affect, void, extinguish, or modify any other Recorded easement affecting the Property.

7.8 Reservation for Construction. Declarant hereby reserves for itself and its successors and assigns a perpetual easement and right-of-way over, upon and across the Property for construction, utilities, drainage, and ingress and egress. The location of these easements and rights-of-way may be made certain by Declarant, with the prior approval of the DRC, by instruments Recorded in the real estate records of Weld County, Colorado. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, reservations, exceptions and exclusions necessary or convenient for the development, use and operation of any other property of Declarant, as long as such action is approved by the DRC and does not hamper the enjoyment of the Property by the Owners.

7.9 Rights Incidental to the Construction Easement. Declarant expressly reserves the right to perform construction work and to store materials in secure areas, in Lots owned by it and in

the common areas and the future right to control such work and repairs, and the right of access thereto, until its completion. All work may be performed by Declarant without the consent or approval of any Owner or mortgagee. Declarant reserves an easement through the common areas as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's Development Rights reserved in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the land not designated as reserved for future development in this Declaration or on any plat for the purpose of furnishing utility and other services to the property so reserved for future development. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the common areas.

7.10 Maintenance Easement. A blanket easement is hereby reserved to Declarant for the benefit of the Declarant, Declarant's Affiliates, successors and specific assigns, and granted to the Metropolitan District and any member of the Governing Board or DRC, and their respective officers, agents, employees, contractors and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make repairs or to perform the duties, obligations, functions and maintenance which the Metropolitan District, the Governing Board, or the DRC are obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance and repair thereon, as required by this Declaration, together with the right of access, ingress and egress necessary for such installation, maintenance, operation, repair, replacement and upkeep.

7.11 Order of Exercise of Development Rights. The fact that Declarant may exercise one or more of Declarant's Development Rights on one portion of the Property will not operate to require Declarant to exercise a Development Right with respect to any other portion of the Property. The Declarant may exercise its Development Rights on all or any portion of the Property in whatever order of development the Declarant, in its sole discretion, determines.

7.12 Rights Transferable. Any Development Rights created or reserved under this Article or elsewhere in this Declaration for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and Recorded in the real estate records of Larimer County, Colorado and Weld County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee.

ARTICLE 8 RELEASE, WAIVER AND CERTAIN DISCLOSURES

8.1 Acknowledgment of Inconvenience. Each Owner agrees that there are inconveniences which will accompany the construction of the Property, including, without limitation, construction noise, portable toilets, construction traffic, uncompleted buildings, areas not landscaped, potholes and construction supplies stored in plain view and general inconvenience associated with construction sites and related issues. Each Owner, by taking title to any Lot, waives any claims associated with the inconveniences, nuisance and hazards associated with such construction.

8.2 Minor Violations of Setback Restrictions. If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Lot immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other

Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the covenants, conditions or restrictions contained in this Declaration or the Guidelines, if any. A “minor violation,” for the purpose of this Section, is a violation of not more than one (1) foot beyond the required setback lines or lot lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures. The release and waiver set forth in Section 8.7 (Waiver) shall apply to this Section.

8.3 Limitation on Liability. The Declarant, the Metropolitan District, the Governing Board, the DRC, and their directors, officers, shareholders, partners, members, agents and employees, shall not be liable to any Person for any action or for any failure to act arising out of this Declaration or the Project Documents, unless the action or failure to act was not in good faith and was done or withheld with malice. The release and waiver set forth in Section 8.7 (Waiver) shall apply to this Section.

8.4 No Representations, Guaranties or Warranties. No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant, the Metropolitan District, the Governing Board, the DRC or by any of their officers, directors, shareholders, members, partners, agents or employees, in connection with any portion of the Property, or any Improvement, its physical condition, structural integrity, freedom from defects, zoning, compliance with Applicable Laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as specifically set forth in writing. The release and waiver set forth in Section 8.7 (Waiver) shall apply to this Section.

8.5 Disclaimer Regarding Safety.

THE DECLARANT, THE DEVELOPER, THE METROPOLITAN DISTRICT, THE GOVERNING BOARD, THE DRC, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE PROPERTY. BY ACCEPTING A DEED TO A LOT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT THE DECLARANT, THE DEVELOPER, THE METROPOLITAN DISTRICT, THE GOVERNING BOARD, THE DRC, AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE OBLIGATED TO DO ONLY THOSE ACTS SPECIFICALLY ENUMERATED HEREIN OR IN THE COVENANTS AND GUIDELINES, IF ANY, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE PROPERTY. THE RELEASE AND WAIVER SET FORTH IN SECTION 8.7 (WAIVER) SHALL APPLY TO THIS SECTION.

8.6 Development Within and Surrounding the Property. Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of Improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to the Property, view of or from the Property or the Lots, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed

to a Lot, each Owner accepts title to such Lot subject to the foregoing, and waives and releases any claim against the Declarant, the Developer, the Metropolitan District, the Governing Board, the DRC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 8.7 (Waiver) shall apply to this Section.

8.7 Waiver. By acceptance of a deed to a Lot, each Owner hereby releases, waives, and discharges the Declarant, the Developer, the Metropolitan District, the Governing Board, the DRC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration, and any Guidelines, Rules and Regulations, and other documents now or hereafter adopted by or for the Metropolitan District, including without limitation, those contained in Sections 8.2 through 8.6 of this Declaration.

8.8 Colorado Governmental Immunity Act. Notwithstanding anything to the contrary, the parties hereto understand and agree that liability for claims for injuries to persons, real estate or Improvements arising out of the negligence of the Metropolitan District, its boards, officials, and employees, is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Declaration, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Metropolitan District to the above-cited laws.

ARTICLE 9 GENERAL PROVISIONS

9.1 Rules and Regulations. During the period set forth in Section 7.3 of this Declaration, the Declarant may adopt, enact, modify, amend, repeal, and re-enact Rules and Regulations concerning and governing the Property. Thereafter, the Governing Board of the Metropolitan District is authorized to adopt, enact, modify, amend, repeal, or re-enact such Rules and Regulations. The Rules and Regulations may state procedural requirements, interpretations, clarifications and applications of this Declaration and law, including without limitation, blanket requirements, blanket interpretations, and blanket applications. The Declarant or the Governing Board, as applicable, has the authority to adopt or vary one or more rules and regulations that are different for different types of Lots, if any. Any Rules and Regulations that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, this Declaration.

9.2 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, the Rule and Regulations, the Design Guidelines, or any other Project Documents may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. Declarant, the DRC and the Metropolitan District shall have the right to institute, maintain and prosecute any such proceedings. No remedy shall be exclusive of other remedies that may be available. In any action instituted or maintained under this Declaration or any other Project Documents, the prevailing party shall recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the Declarant, the DRC or the Metropolitan District to enforce any covenant, restriction or other provision shall in no event be deemed a waiver of the right to do so thereafter. Each Owner, by its acceptance of title to a Lot, assigns and delegates and consents to the assignment

and delegation to the District, in their own name as an Owner of property within the Property, the authority, power, right, and responsibility to enforce the Project Documents.

9.3 Duration, Amendment and Supplement.

9.3.1 Each and every provision of this Declaration shall run with and bind the Property perpetually from the date of Recording of this Declaration. Subject to subsection 9.3.2 of this Section, this Declaration may be amended and/or supplemented by the affirmative vote or agreement of the Owners of sixty-seven percent (67%) of the Lots (with each Lot having one vote). Notwithstanding the foregoing, the Metropolitan District shall not be required to comply with or enforce any such Owner adopted amendments or supplements to this Declaration until such time as the Metropolitan District receives a Recorded copy of such amendment and/or supplement in compliance with Section 9.5 of this Declaration (Notices).

9.3.2 Notwithstanding anything to the contrary, until twenty (20) years after conveyance of all the Property to the first Owners thereof other than the Declarant, no amendment or supplement of this Declaration shall be effective without the prior written approval of the Declarant.

9.3.3 Notwithstanding anything to the contrary, this Declaration may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to comply with the requirements, standards, or guidelines of any recognized secondary mortgage markets, the department of housing and urban development, the federal housing administration, the veterans administration, the federal home loan mortgage corporation, the government national mortgage association, or the federal national mortgage association.

9.3.4 Notwithstanding anything to the contrary, this Declaration may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to correct any clerical, typographical or technical errors in this Declaration.

9.3.5 Notwithstanding anything to the contrary, this Declaration may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, the Metropolitan District, or any other Person, in order to comply with the requirements of any Applicable Law in the event any provision contained herein does not so comply.

9.3.6 Subsections 9.3.2, 9.3.3, 9.3.4 and 9.3.5 of this Section shall not be amended or deleted without the prior written approval of the Declarant.

9.4 Severability. All provisions of this Declaration are severable. Invalidation of any provision of this Declaration by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

9.5 Notices. Any notice permitted or required in this Declaration shall be deemed to have been given and received upon the earlier to occur of (a) personal delivery upon the Person to whom

such notice is to be given; or (b) two (2) days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the Owner at the address for such Owner's Lot.

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

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

9.8 Runs with the Land; Binding Upon Successors. The benefits, burdens, and all other provisions contained in this Declaration shall be covenants running with and binding upon the Property and all Improvements which are now or hereafter become a part of the Property. The benefits, burdens, and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Metropolitan District, the Declarant, the Developer, and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

9.9 Powers and Authority. The Property is be located within the boundaries of the Metropolitan District. The Declarant authorizes the Metropolitan District to exercise with regard to the Property all powers and authority reasonably necessary to administer the rights and duties of the Metropolitan District under this Declaration, including, without limitation: (a) the power to adopt and amend budgets for revenues, expenditures, and reserves; (b) the power to collect taxes and Fees from Owners to administer its duties and obligations provided in this Declaration; (c) the power to manage and enforce the Project Documents; (d) the power to contract with a third-party property manager for the management of the Property and/or for all other duties and responsibilities related to the overall operation of the Property; and (e) all other rights, powers and authority necessary to enforce this Declaration. The Metropolitan District has the power to levy Fees, Fines and other penalties for violations of the Project Documents, as allowed by Applicable Law and as set forth in this Declaration.

9.10 Delegation. The duties, easements, responsibilities, and rights that are reserved and granted under this Declaration may be delegated in whole or in part by the Declarant, the Declarant's Affiliates, the Metropolitan District to an agent or management company that is acting on behalf of the Declarant, the Declarant's Affiliates, and/or the Metropolitan District with respect to all or part of the Property. The right and authority of the Declarant under this Declaration automatically ceases upon expiration of the time period set forth in Section 7.2 or Section 7.3 of this Declaration, as applicable, at which time the foregoing reserved rights vest solely in the Metropolitan District.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand this 21st day of November, 2022.

DECLARANT:

FORESTAR (USA) REAL ESTATE GROUP, INC. a Delaware corporation

By: [Signature]
Name: RYAN HARVEY
Title: VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing was acknowledged before me this 21st day of November, 2022, by Ryan Harvey, as agent of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, Declarant.

Witness my hand and official seal.

My commission expires: 6/21/2025

[SEAL]

[Signature]
Notary Public

JORDAN SMITH
Notary Public
State of Colorado
Notary ID # 20214024061
My Commission Expires 06-21-2025

CONSENT OF WESTGATE METROPOLITAN DISTRICTS NO. 2

The undersigned Westgate Metropolitan Districts No. 2, hereby consent to the rights and obligations of the Metropolitan District set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions for Westgate Subdivision.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 6th day of April, 2023.

WESTGATE METROPOLITAN DISTRICTS NOS. 2

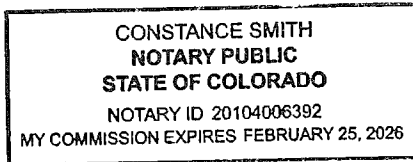
By: *Marc Savela*
Name: MARC SAVELA
Title: President

STATE OF COLORADO)
)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 6th day of April, 2023 by Marc Savela as President of Westgate Metropolitan Districts No. 2.

Witness my hand and official seal.

{SEAL}



Notary Public: *Constance Smith*
My Commission expires: 2/25/2020

**EXHIBIT A
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTGATE SUBDIVISION DISTRICT NO. 2**

(Legal Description of the Property)

EXHIBIT A

DISTRICT 2 - LEGAL DESCRIPTION

PARCEL A

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE WEST LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 00°53'35" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°53'35" EAST, A DISTANCE OF 922.13 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°06'25" EAST, A DISTANCE OF 45.58 FEET;

THENCE SOUTH 02°57'41" EAST, A DISTANCE OF 125.55 FEET TO A POINT OF CURVATURE; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°10'49"; A RADIUS OF 53.00 FEET, AN ARC LENGTH 21.44 FEET AND A CHORD THAT BEARS SOUTH 22°22'58" WEST A DISTANCE OF 21.30 FEET;

THENCE SOUTH 89°59'57" WEST, A DISTANCE OF 41.70 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE NORTH 00°53'35" WEST, A DISTANCE OF 144.38 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS AN AREA OF 6,872 SQUARE FEET, OR 0.158 ACRES, MORE OR LESS.

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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com		PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1			SHEET 1 OF 5
		JOB NO.: DCS19-4021	DATE : 09/02/2021		
		DRAWN: KB	PA/PM: TS	SCALE: NTS	
CIVIL ENGINEERING & SURVEYING					

EXHIBIT A

DISTRICT 2 - LEGAL DESCRIPTION

PARCEL B

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17 AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO BEAR NORTH 00°31'27" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:
 THENCE NORTH 46°41'21" WEST A DISTANCE OF 751.58 FEET TO THE **POINT OF BEGINNING**;
 THENCE, SOUTH 37°35'56" WEST A DISTANCE OF 521.10 FEET TO A POINT OF CURVATURE AND THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 34 BYPASS AS DESCRIBED AT RECEPTION NO. 1514421 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;
 THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
 1.) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°22'13", A RADIUS OF 2,292.00 FEET, AN ARC LENGTH OF 894.87 FEET AND A CHORD THAT BEARS NORTH 65°10'20" WEST A DISTANCE OF 889.20 FEET;
 2.) NORTH 53°28'54" WEST A DISTANCE OF 293.39 FEET;
 3.) NORTH 51°54'28" WEST A DISTANCE OF 529.58 FEET;
 THENCE NORTH 18°48'28" EAST A DISTANCE OF 272.79 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°06'13"; A RADIUS OF 92.00 FEET, AN ARC LENGTH 38.70 FEET AND A CHORD THAT BEARS SOUTH 83°14'39" EAST A DISTANCE OF 38.42 FEET;
 THENCE NORTH 84°42'15" EAST A DISTANCE OF 175.12 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38°00'15"; A RADIUS OF 486.60 FEET, AN ARC LENGTH 322.76 FEET AND A CHORD THAT BEARS SOUTH 76°19'32" EAST A DISTANCE OF 316.88 FEET;
 THENCE, SOUTH 52°18'31" EAST A DISTANCE OF 127.28 FEET;
 THENCE SOUTH 51°28'42" EAST A DISTANCE OF 386.03 FEET;
 THENCE NORTH 51°25'32" EAST A DISTANCE OF 359.68 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°34'42"; A RADIUS OF 534.21 FEET, AN ARC LENGTH 341.05 FEET AND A CHORD THAT BEARS SOUTH 69°47'33" EAST A DISTANCE OF 335.28 FEET;
 THENCE, NORTH 89°28'33" EAST A DISTANCE OF 170.60 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS AN AREA OF 836,444 SQUARE FEET, OR 19.202 ACRES, MORE OR LESS.

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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com		PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1			SHEET
		JOB NO.: DCS19-4021	DATE : 09/02/2021		2 OF 5
		DRAWN: KB	PA/PM: TS	SCALE: NTS	
CIVIL ENGINEERING & SURVEYING					

EXHIBIT A

DISTRICT 2 - LEGAL DESCRIPTION

PARCEL D

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE WEST LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 00°53'35" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 27°34'04" EAST, A DISTANCE OF 2,122.69 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 38°32'44" EAST, A DISTANCE OF 55.00 FEET;
THENCE SOUTH 51°27'16" EAST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 38°32'44" WEST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 51°27'16" WEST, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS AN AREA OF 2,750 SQUARE FEET, OR 0.063 ACRES, MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
WARE MALCOMB
900 SOUTH BROADWAY
SUITE 320
DENVER, COLORADO 80209
P 303.561.3333

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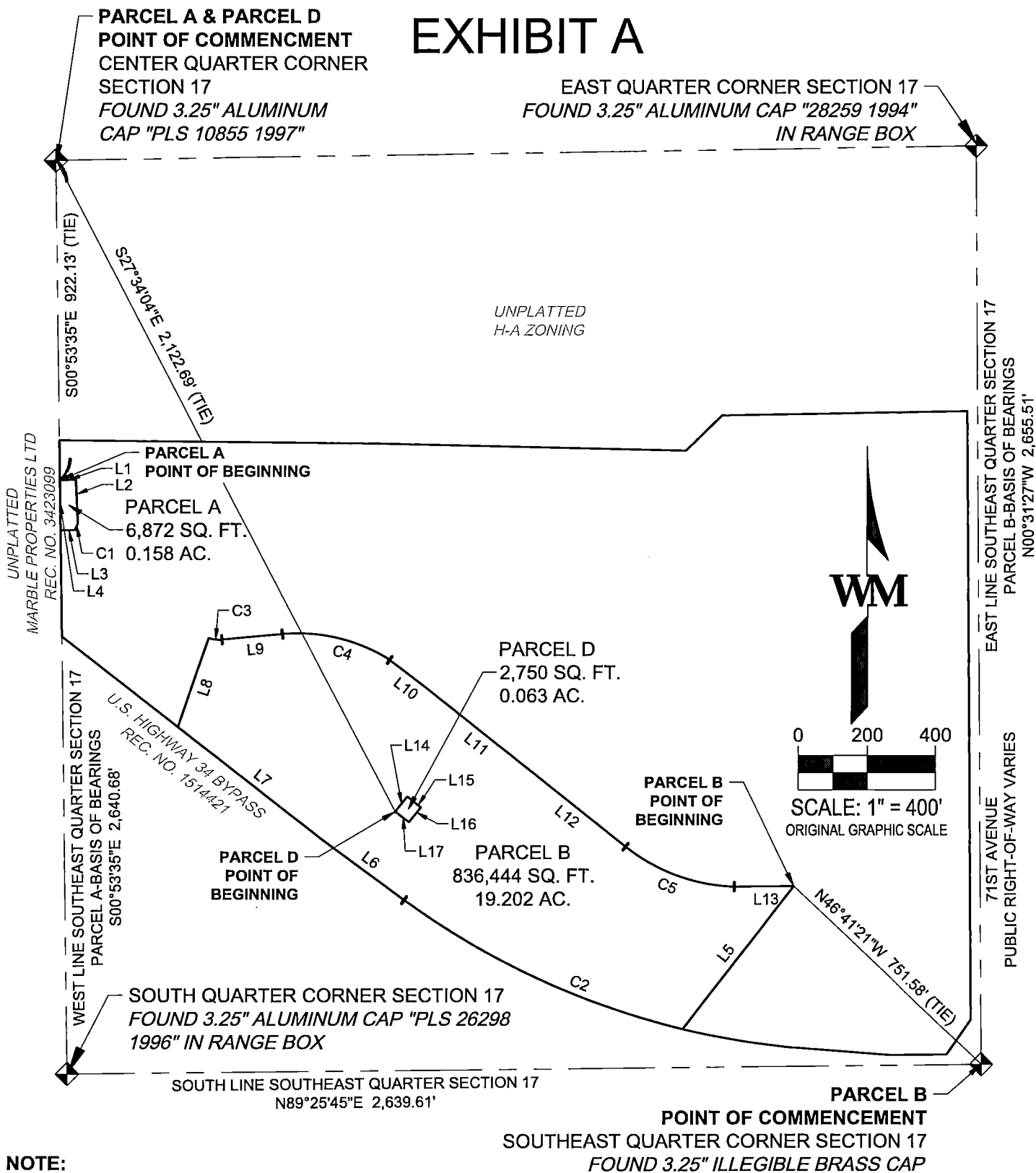
900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com		PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1			SHEET 3 OF 5
		JOB NO.: DCS19-4021	DATE : 09/02/2021		
		DRAWN: KB	PA/PM: TS	SCALE: NTS	

EXHIBIT A



NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. 4891076 04/06/2023 04:11 PM Page 37 of 44

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1		SHEET
	JOB NO.: DCS19-4021	DATE : 09/02/2021	
	DRAWN: KB	PAP/M: TS	SCALE: 1" = 400'

EXHIBIT A

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89°06'25"E	45.58'
L2	S02°57'41"E	125.55'
L3	S89°59'57"W	41.70'
L4	N00°53'35"W	144.38'
L5	S37°35'56"W	521.10'
L6	N53°28'54"W	293.39'
L7	N51°54'28"W	529.59'
L8	N18°48'28"E	272.79'
L9	N84°42'15"E	175.12'
L10	S52°18'31"E	127.28'
L11	S51°28'42"E	386.03'
L12	S51°25'32"E	359.68'
L13	N89°28'33"E	170.60'
L14	N38°32'44"E	55.00'
L15	S51°27'16"E	50.00'
L16	S38°32'44"W	55.00'
L17	N51°27'16"W	50.00'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	23°10'49"	53.00'	21.44'	S22°22'58"W	21.30'
C2	22°22'13"	2292.00'	894.87'	N65°10'20"W	889.20'
C3	24°06'13"	92.00'	38.70'	S83°14'39"E	38.42'
C4	38°00'15"	486.60'	322.76'	S76°19'32"E	316.88'
C5	36°34'42"	534.21'	341.05'	S69°47'33"E	335.28'

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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1			SHEET
	JOB NO.: DCS19-4021	DATE : 09/02/2021		
	DRAWN: KB	PA/PM: TS	SCALE: NTS	5 OF 5

EXHIBIT A

DISTRICT 2 - LEGAL DESCRIPTION

PARCEL C

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE WEST LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 00°53'35" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID WEST LINE, SOUTH 00°53'35" EAST, A DISTANCE OF 807.72 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°26'07" EAST A DISTANCE OF 908.84 FEET;
THENCE SOUTH 88°41'32" WEST A DISTANCE OF 518.95 FEET;
THENCE SOUTH 01°18'28" WEST A DISTANCE OF 312.28 FEET;
THENCE SOUTH 48°04'35" EAST A DISTANCE OF 95.40 FEET;
THENCE SOUTH 56°37'24" EAST A DISTANCE OF 120.68 FEET;
THENCE SOUTH 85°58'29" EAST A DISTANCE OF 222.85 FEET TO A POINT OF CURVATURE;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°52'38", A RADIUS OF 328.00 FEET, AN ARC LENGTH OF 108.07 FEET AND A CHORD THAT BEARS SOUTH 53°58'37" EAST A DISTANCE OF 107.58 FEET;
THENCE SOUTH 44°32'18" EAST A DISTANCE OF 139.68 FEET;
THENCE SOUTH 62°08'27" EAST A DISTANCE OF 60.11 FEET;
THENCE SOUTH 44°59'04" EAST A DISTANCE OF 127.33 FEET;
THENCE SOUTH 09°51'02" EAST A DISTANCE OF 128.30 FEET;
THENCE SOUTH 18°58'26" EAST A DISTANCE OF 169.74 FEET;
THENCE SOUTH 18°33'46" EAST A DISTANCE OF 192.73 FEET;
THENCE NORTH 89°28'33" EAST A DISTANCE OF 47.88 FEET;
THENCE NORTH 89°28'33" EAST A DISTANCE OF 79.67 FEET;
THENCE NORTH 78°51'19" EAST A DISTANCE OF 54.26 FEET;
THENCE NORTH 89°28'33" EAST A DISTANCE OF 110.71 FEET TO A POINT OF CURVATURE;
THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.12 FEET AND A CHORD THAT BEARS NORTH 44°28'33" EAST A DISTANCE OF 42.43 FEET;
THENCE SOUTH 00°31'27" EAST A DISTANCE OF 140.00 FEET TO A POINT OF CURVATURE;
THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.12 FEET AND A CHORD THAT BEARS NORTH 45°31'27" WEST A DISTANCE OF 42.43 FEET;
THENCE SOUTH 89°28'33" WEST A DISTANCE OF 110.71 FEET;
THENCE NORTH 79°54'13" WEST A DISTANCE OF 53.71 FEET;
THENCE SOUTH 89°30'44" WEST A DISTANCE OF 156.88 FEET TO A POINT OF CURVATURE;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°25'37", A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 106.95 FEET AND A CHORD THAT BEARS NORTH 65°26'05" WEST A DISTANCE OF 106.39 FEET;

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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com CIVIL ENGINEERING & SURVEYING		PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1			SHEET
		JOB NO.: DCS19-4021	DATE : 09/02/2021		
		DRAWN: KB	PA/PM: TS	SCALE: NTS	1 OF 4

EXHIBIT A

THENCE SOUTH 37°35'56" WEST A DISTANCE OF 57.34 FEET;
 THENCE SOUTH 89°28'33" WEST A DISTANCE OF 170.60 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°34'42", A
 RADIUS OF 534.21 FEET, AN ARC LENGTH OF 341.05 FEET AND A CHORD THAT BEARS NORTH 69°47'33"
 WEST A DISTANCE OF 335.28 FEET;
 THENCE NORTH 51°25'32" WEST A DISTANCE OF 359.68 FEET;
 THENCE NORTH 51°28'42" WEST A DISTANCE OF 386.03 FEET;
 THENCE NORTH 52°18'31" WEST A DISTANCE OF 127.28 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38°00'15", A
 RADIUS OF 486.60 FEET, AN ARC LENGTH OF 322.76 FEET AND A CHORD THAT BEARS NORTH 76°19'32"
 WEST A DISTANCE OF 316.88 FEET;
 THENCE SOUTH 84°42'15" WEST A DISTANCE OF 175.12 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°06'13", A RADIUS OF 92.00
 FEET, AN ARC LENGTH OF 38.70 FEET AND A CHORD THAT BEARS NORTH 83°14'39" WEST A DISTANCE
 OF 38.42 FEET;
 THENCE SOUTH 18°48'28" WEST A DISTANCE OF 272.79 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE
 OF THE U.S. HIGHWAY 34 BYPASS RECORDED AT RECEPTION NO. 1514421 OF THE RECORDS OF THE
 WELD COUNTY CLERK AND RECORDER;
 THENCE NORTH 51°54'28" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 425.41
 FEET TO SAID WEST LINE;
 THENCE NORTH 00°53'35" WEST ALONG SAID WEST LINE A DISTANCE OF 307.88 FEET;
 THENCE NORTH 89°59'57" EAST A DISTANCE OF 41.70 FEET TO A POINT OF CURVATURE;
 THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°10'49", A
 RADIUS OF 53.00 FEET, AN ARC LENGTH OF 21.44 FEET AND A CHORD THAT BEARS NORTH 22°22'58"
 EAST A DISTANCE OF 21.30 FEET;
 THENCE NORTH 02°57'41" WEST A DISTANCE OF 125.55 FEET;
 THENCE SOUTH 89°06'25" WEST A DISTANCE OF 45.58 FEET TO SAID WEST LINE;
 THENCE NORTH 00°53'35" WEST ALONG SAID WEST LINE A DISTANCE OF 114.41 FEET TO **POINT OF
 BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 1,522,903 SQUARE FEET, OR 34.961 ACRES, MORE OR LESS.

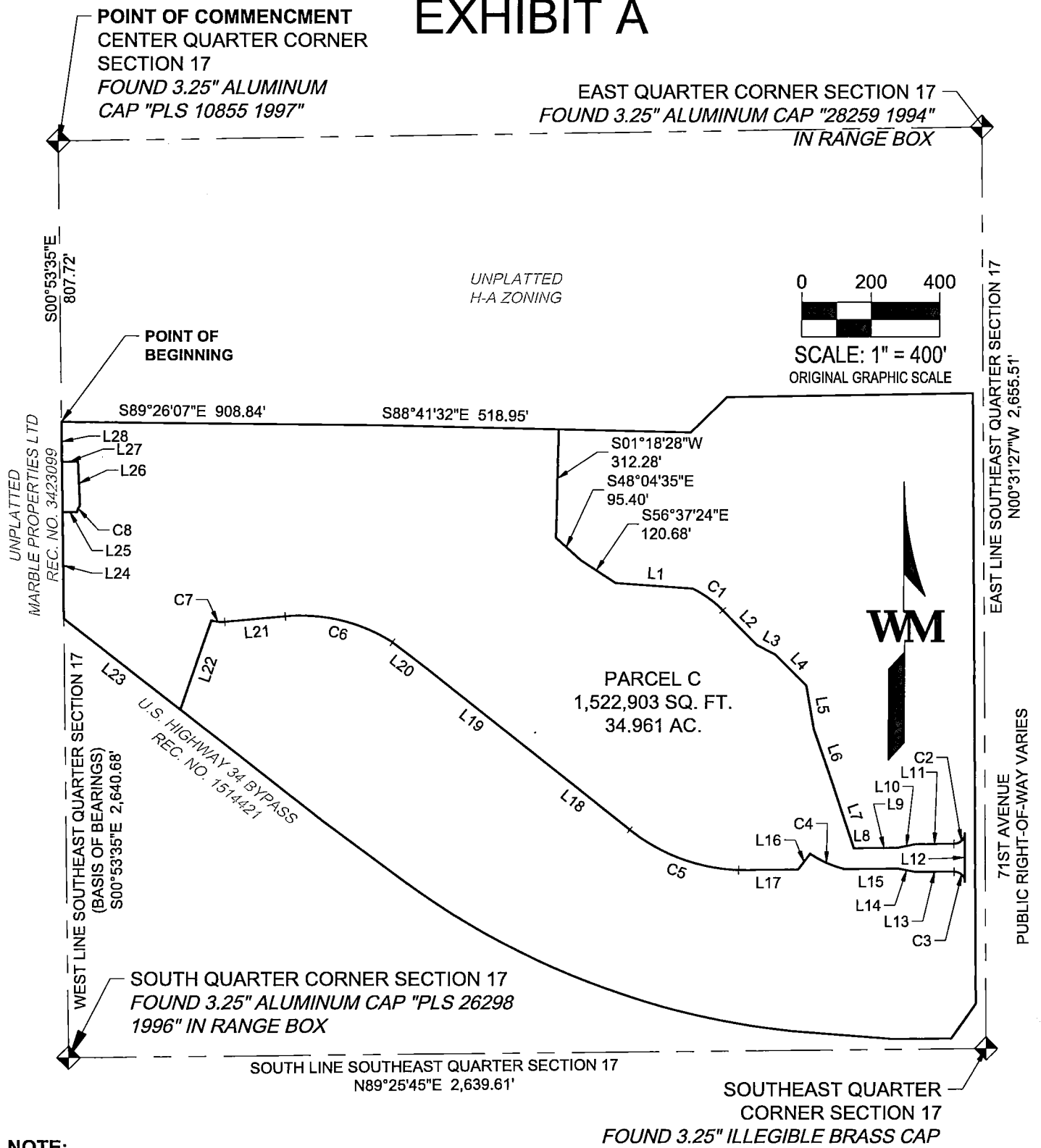
I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY
 CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED
 BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE,
 INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE,
 AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THOMAS D. STAAB, P.L.S. 25965
 FOR AND ON BEHALF OF
 WARE MALCOMB
 900 SOUTH BROADWAY
 SUITE 320
 DENVER, COLORADO 80209
 P 303.561.3333

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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1		SHEET
	JOB NO.: DCS19-4021	DATE : 09/02/2021	
	DRAWN: KB	PA/PM: TS	SCALE: NTS

EXHIBIT A



NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1		SHEET
	JOB NO.: DCS19-4021	DATE : 09/02/2021	
	DRAWN: KB	PA/PM: TS	SCALE: 1" = 400'

EXHIBIT A

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S85°58'29"E	222.85'
L2	S44°32'18"E	139.68'
L3	S62°08'27"E	60.11'
L4	S44°59'04"E	127.33'
L5	S09°51'02"E	128.30'
L6	S18°58'26"E	169.74'
L7	S18°33'46"E	192.73'
L8	N89°28'33"E	47.88'
L9	N89°28'33"E	79.67'
L10	N78°51'19"E	54.26'
L11	N89°28'33"E	110.71'
L12	S00°31'27"E	140.00'
L13	S89°28'33"W	110.71'
L14	N79°54'13"W	53.71'

LINE TABLE		
LINE #	BEARING	DISTANCE
L15	S89°30'44"W	156.88'
L16	S37°35'56"W	57.34'
L17	S89°28'33"W	170.60'
L18	N51°25'32"W	359.68'
L19	N51°28'42"W	386.03'
L20	N52°18'31"W	127.28'
L21	S84°42'15"W	175.12'
L22	S18°48'28"W	272.79'
L23	N51°54'28"W	425.41'
L24	N00°53'35"W	307.88'
L25	N89°59'57"E	41.70'
L26	N02°57'41"W	125.55'
L27	S89°06'25"W	45.58'
L28	N00°53'35"W	114.41'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	18°52'38"	328.00'	108.07'	S53°58'37"E	107.58'
C2	90°00'00"	30.00'	47.12'	N44°28'33"E	42.43'
C3	90°00'00"	30.00'	47.12'	N45°31'27"W	42.43'
C4	20°25'37"	300.00'	106.95'	N65°26'05"W	106.39'
C5	36°34'42"	534.21'	341.05'	N69°47'33"W	335.28'
C6	38°00'15"	486.60'	322.76'	N76°19'32"W	316.88'
C7	24°06'13"	92.00'	38.70'	N83°14'39"W	38.42'
C8	23°10'49"	53.00'	21.44'	N22°22'58"E	21.30'

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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1			SHEET 4 OF 4
	JOB NO.: DCS19-4021	DATE : 09/02/2021		
	DRAWN: KB	PA/PM: TS	SCALE: NTS	

EXHIBIT A

DISTRICT 2 - LEGAL DESCRIPTION

PARCEL E

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 17 AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 17 TO BEAR NORTH 00°31'27"WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 28°25'46" WEST, A DISTANCE OF 1,292.62 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 62°08'27" WEST, A DISTANCE OF 60.11 FEET;
THENCE NORTH 44°32'18" EAST, A DISTANCE OF 139.68 FEET TO A POINT OF CURVATURE:
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°52'38"; A RADIUS OF 328.00 FEET, AN ARC LENGTH 108.07 FEET AND A CHORD THAT BEARS NORTH 53°58'37" WEST A DISTANCE OF 107.58 FEET;
THENCE SOUTH 85°58'29" WEST, A DISTANCE OF 51.01 FEET;
THENCE SOUTH 44°59'04" WEST, A DISTANCE OF 264.86 FEET TO THE **POINT OF BEGINNING**

SAID PARCEL CONTAINS AN AREA OF 4609 SQUARE FEET, OR 0.106 ACRES, MORE OR LESS.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
WARE MALCOMB
900 SOUTH BROADWAY
SUITE 320
DENVER, COLORADO 80209
P 303.561.3333

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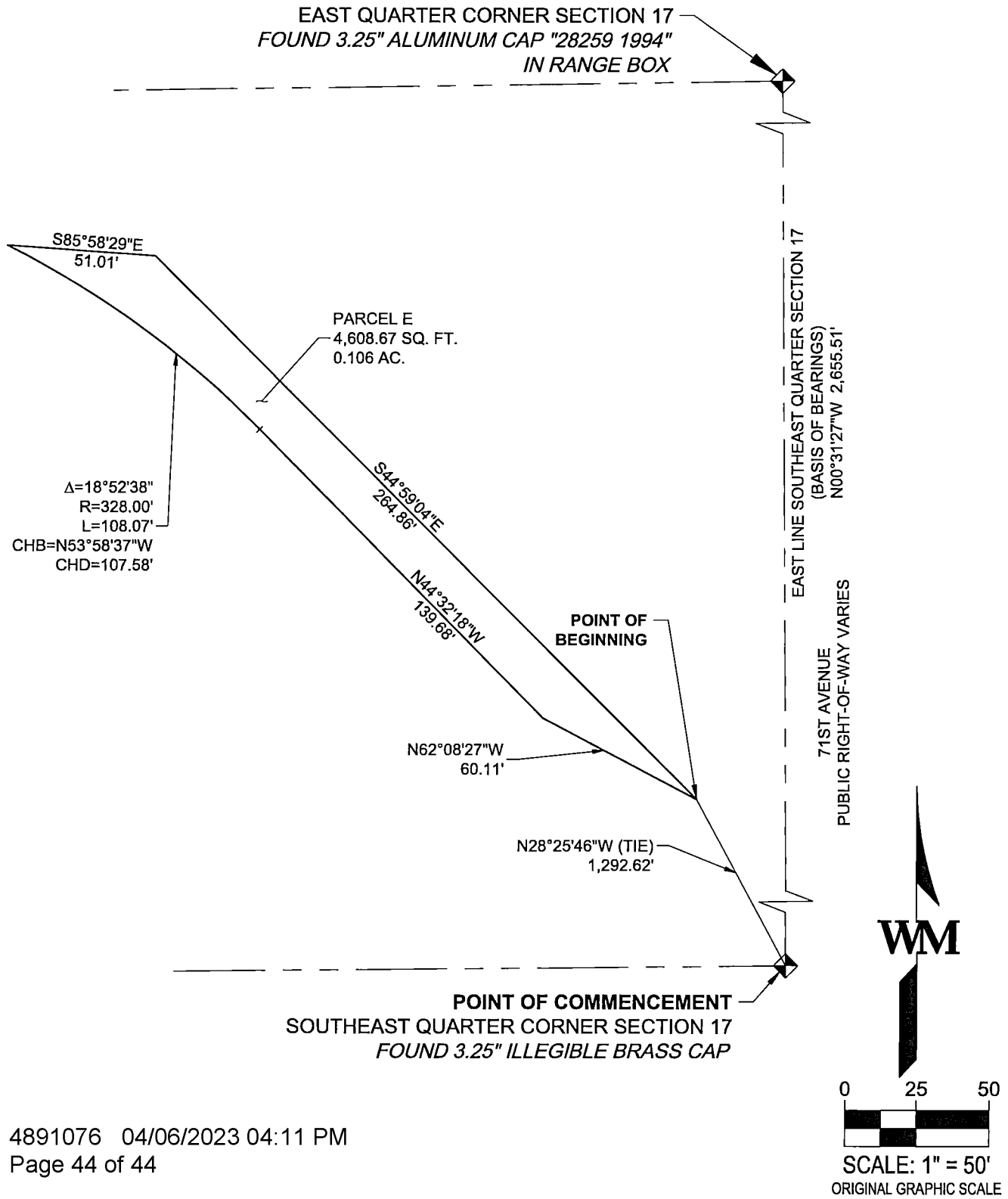
900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com		PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1			SHEET 1 OF 2
		JOB NO.: DCS19-4021	DATE : 09/02/2021		
		DRAWN: KLB	PA/PM: TS	SCALE: N.T.S.	
CIVIL ENGINEERING & SURVEYING					

EXHIBIT A



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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: WESTGATE SUBDIVISION FILING NO. 1		SHEET
	JOB NO.: DCS19-4021	DATE : 09/02/2021	2 OF 2
	DRAWN: KLB	PA/PM: TS	