

**RULES, REGULATIONS
AND
DESIGN GUIDELINES
OF
THE HIDDEN FOREST
(A Portion of
Sage Port Filing No. 1 Amended)**

As amended April 23, 2012

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These Rules, Regulations and Design Guidelines have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association and the Design Review Committee.

1. **Architectural Standards and Construction Regulations.** The Hidden Forest is a quality residential development of single family homes. In the interests of the Owners of property in The Hidden Forest and given a desire by the Owners to preserve the natural character of the area, dominated by oak brush, pines and views, Residences built in The Hidden Forest must be carefully and sensitively nestled into the landscape. It is the intent of these architectural standards (“Standards”) to provide guidance to architects, landscape architects, designers, builders, and Owners in developing appropriate architectural and site plans which satisfy these concerns.

The Design Review Committee (“Committee”) reserves the right to revise these Standards as changing conditions and priorities dictate, in order to maintain maximum aesthetic benefits for the Community while enhancing property values.

The process for establishing the Committee and defining the specific duties and powers conferred on it is defined in the Declaration of The Hidden Forest (the “Declaration”). The Committee has approved these Standards and construction regulations for The Hidden Forest. Unless defined herein, capitalized terms used herein shall have the same definitions as set forth in the Declaration.

All construction that is undertaken in The Hidden Forest, whether new building and site construction, landscape planting or changes to existing facilities, shall be subject to review under these Standards. Landscaping and construction that takes advantage of xeriscape, energy conservation and environmentally conservative construction is encouraged.

2. **Architectural Approval Process.** The following shall be followed:
 - a. **Pre-Design Meeting.** Prior to preparing plans for a proposed residence, it is required that the Owner and/or the architect meet with a Committee member to discuss proposed plans. This informal review will provide guidance but will not result in any binding stipulations. No fee shall be charged for this meeting.

Appointments should be made at least one (1) week in advance.

- b. Final Plan Submittal. Following Preliminary Plan approval, the Owner and the architect shall develop final architectural and site plans, suitable for construction. They should meet the following requirements:
- (1) All plans shall be of the same sheet size and shall include the following:
 - (a) The preliminary architectural and site plans shall include a site plan of all proposed improvements, indicating items such as building location, driveway and parking areas, proposed grading at two (2) foot contour intervals with appropriate spot elevation, and drainage features, at a scale of 1" = 20' or larger.
 - (b) Detailed roof and floor plans at a scale of 1/4" = 1' or larger.
 - (c) All exterior elevations, at the same scale as the floor plans, indicating both existing and proposed grade lines, top of foundation elevations, finish floor elevations, and top of slab elevations.
 - (d) Wall sections and exterior details, including items such as chimneys, exterior stairs and decks, railings, and supports.
 - (e) Samples of all exterior materials, finishes, and colors, including windows and glass. Samples must be attached to a 24 x 36 board, with the front elevation of the residence. No separate samples detached from this board should be submitted. All presentation boards must be clearly marked with the Owner's name and lot number, and samples must be identified with manufacturer's name, color, and/or mixture.
 - (f) Complete landscape plan, including:
 - (i) Areas to be irrigated, if any, and systems to be used in compliance with Perry Park Water & Sanitation District requirements and/or restrictions.
 - (ii) Seed mixtures to be used on revegetated areas.
 - (iii) Any additional plant material, identified by common name, if known.
 - (iv) All walks, retaining walls, pools, water features, lighting, signage, driveway lighting and other site amenities.
 - (2) In order to assist the Committee, the Owner shall provide accurate staking of all proposed building corners, the driveway centerline at

twenty (20) foot on center, lot corners, easements, and development guide setbacks. All stakes must extend at least 3' above grade and must be identified.

(3) Final Plan Procedures.

- (a) After preparing the appropriate plans, the Owner shall submit the plans and a review fee, if applicable, to the Committee.
- (b) The Committee will then review the plans and will provide a written response no later than thirty (30) days after the submittal. If no written response is sent by the Committee within thirty (30) days, the plans shall be considered approved. In the event of a disapproval, the re-submittal of plans shall follow the final plan submittal procedure. At the final submittal level, all re-submittals beyond the second disapproval will require an additional review fee if applicable.

c. Landscape Plans, Changes and/or Additions to Approved Plans. Following Final Plan approval, the Owner and the architect or landscape architect must submit for Committee review any changes and/or additions to the approved plans. Any architectural and site plans revisions should meet the following requirements.

- (1) All plans shall be of the same sheet size and shall include the following:
 - (a) Update of the site plan, finish floor elevations, top of slab elevations, all site improvements, and all utility connections.
 - (b) Detailed roof and floor plans at a scale of $\frac{1}{4}'' = 1'$ or larger.
 - (c) All exterior elevations, at the same scale as the floor plans, indicating both existing and proposed grade lines, top of foundation elevations, finish floor elevations, and top of slab elevations.
 - (d) Wall sections and exterior details, including items such as chimneys, exterior stairs and decks, railings, and supports.
 - (e) Samples of all exterior materials, finishes and colors including windows and glass. Samples must be attached to a 24 x 36 board, with the front elevation of the residence. No separate samples, detached from this board should be submitted. All presentation boards must be clearly marked

with Owner's name and lot number, and samples must be identified with manufacturer's name, color, and/or mixture.

- (f) Complete landscape plan, including:
 - (i) Areas to be irrigated, if any, and systems to be used in compliance with the Perry Park Water & Sanitation District requirements and/or restrictions.
 - (ii) Seed mixtures to be used on revegetated areas.
 - (iii) Any additional plant material, identified by common name, if known.
 - (iv) All walks, retaining walls, pools, water features, lighting, signage, driveway lighting and other site amenities.

In order to assist the Committee, the Owner shall provide accurate staking of all proposed building corners, the driveway centerline at twenty (20) foot on center, lot corners, easements, and development guide setbacks. All stakes must extend at least 3' above grade and must be identified.

(2) Procedures.

- (a) After preparing these detailed plans, the Owner shall submit the plans to the Committee.
- (b) The Committee will then review the plans and staking, and will provide a written response no later than fourteen (14) days after the submittal. Should the plans be approved, the Owner may apply for the appropriate building permit(s), and when approved, begin construction within a reasonable time. In the event of any disapproval, the re-submittal of plans shall follow the landscape plans, changes and/or additions to approved plans procedure.

- d. Variance. The Committee reserves the right to waive or vary any of the procedures or Standards set forth herein at its discretion, for good cause shown.

3. Specific Architectural and Site Standards.

a. Building Siting.

Minimum setbacks for all lots are as noted on the subdivision plat.

The siting of the Residence shall be responsive to any and all of the following site features:

Existing grades
Drainage patterns
Topography
Rock outcroppings
View corridors
Sun exposure
Vegetation
Adjacent home sites and their view corridors

b. Building Location and Setbacks.

The residence should be sited to take advantage of existing views and micro climatic conditions while respecting existing terrain, vegetation, and adjacent land uses. Disruption of existing conditions shall be minimal. Where possible, all existing trees and natural vegetation shall be preserved and protected and existing drainage patterns and views or view corridors shall be respected. Setbacks are established for the front, side and rear Unit lines, and shall be as set forth on the plat, except when a variance is granted.

c. Dwelling Size.

No ranch or single story dwelling shall be permitted on any Unit with less than two thousand (2,000) square feet of improved enclosed space, excluding garages and basements, it being the intention and purpose hereof to assure that each ranch or one (1) story dwelling shall be of a size of not less than two thousand (2,000) square feet. No two (2) or multistory dwelling shall be permitted on any Unit with less than two thousand seven hundred (2,700) square feet of improved enclosed space, excluding garages and basements, it being the intention and purpose hereof to assure that all two (2) or multistory dwellings shall be of a size of not less than two thousand seven hundred (2,700) square feet.

d. No Temporary Structures.

Except during construction of Improvements on any Unit, no trailer, mobile home, tent or shack or other temporary building or similar structure shall be placed upon any Unit.

e. Grading and Drainage.

All site improvements should be designed to minimize the extent of grading required. Techniques for doing this include “stepping” buildings down slopes providing access across slopes instead of down them, and using low retaining walls where necessary. Where grading is necessary, cut and fill slopes should be kept to a maximum of 3:1, with steeper slopes permitted (if permitted by soils engineer) when excessive disturbance of ground would otherwise result.

All graded slopes should be “rolled” back into existing slopes, so that, after revegetation, no sharp contrast exists between existing and disturbed slopes. All areas which are to be preserved (trees, shrubs, rock outcrops, etc.) shall be marked and protected throughout the construction period. No grading shall extend beyond existing tract boundary lines or, easement boundary lines.

In addition to minimizing the extent of disturbed land, disruption to existing drainage courses should be minimal. Where disruption or realignment must occur, reconstruction should occur in a naturalized manner allowing water to percolate and flow in a non-destructive course. If culverts or other drainage facilities are required, they should be detailed so that disruption with the existing environment is minimized.

If drainage improvements have been constructed by others, on or adjacent to the lot, these improvements shall be protected from damage. If damaged or modified during the construction of the home, the improvements shall be repaired by the Owner.

f. Erosion Control.

During all site construction, techniques for controlling erosion within the site and onto other sites shall be used. Methods include sedimentation basins, filtration materials such as hay bales or permeable geotextiles, and slope stabilization fabrics or tackifiers. Proper revegetation and soil stabilization shall begin as quickly as possible after soil disruption and should be well established within one year after disturbance.

If erosion and sediment control measures have been previously installed, these shall be protected. If damaged or modified, they shall be restored to their former condition by the Owner.

g. Erosion and Sediment Control.

Pursuant to the plat, construction on each Unit shall be completed with minimal disturbance to existing vegetation. Disturbed soils shall be protected against erosion by the Unit Owner by using landscaping materials or Douglas County approved dry land grass specifications. Douglas County approved sediment control measures should be utilized during construction.

h. Driveways and Parking.

Access to each residence shall be via a single private drive or public road. The drive should be sited to minimize earthwork, without overly emphasizing the parking area or garage. Access drives shall be located to preserve and avoid important natural features, such as large or significant trees, plant

materials, drainage ways, and rock outcroppings, so as to minimize disruption of the existing landscape.

Driveways and/or parking surfaces may not encroach onto any side setback without specific approval of the Design Review Committee; some limited encroachment may be considered where unique terrain, vegetation constraints, or limited Lot width may warrant. The proposed driving surface is subject to approval by the Design Review Committee. A concrete or metal culvert pipe, with a diameter of eighteen (18) inches or greater, shall be installed beneath each access driveway, between the road shoulder and the property line, unless otherwise approved by the Design Review Committee. The invert flowline of the pipe shall be aligned and sloped so that borrow ditch/drainage way storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with concrete or stone head walls. Stone head walls may be grouted or loose-laid.

i. Restriction on Vehicles, Vehicular Parking, Storage and Repairs.

- (a) No vehicles, trailers or accessories thereto or equipment may be parked or stored on the streets within the Community for a period of longer than 72 hours unless approved in writing by the Association.
- (b) No more than two (2) vehicles may be maintained on a permanent basis on a Unit, excluding those parking inside a Residence, a garage, or other permanent authorized structure, unless approved in writing by the Association.
- (c) Oversize vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats, or accessories thereto, trucks, self-contained motorized recreational vehicles, or other oversized type of vehicle or equipment, may not be parked or stored on a Unit for a period of longer than 72 hours, unless parked or stored within a Residence, garage or another permanent authorized structure. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Access Easements, Real Estate or any Improvement located thereon.
- (d) No abandoned vehicles of any kind shall be permitted on any Unit. A vehicle shall be considered “abandoned” if it remains non-operative for a period of one (1) month or fails to have a current registration and license plates. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle,

trailer or boat may be performed or conducted on a Unit, except within a completely enclosed structure which screens the sight and sound of the repair or other activity from other Owners and residents.

j. Architectural Design.

No mandatory architectural “style” is required for The Hidden Forest. However, it is the intent of these Standards to encourage residences which are harmonious with the existing natural environment, suggesting design solutions which reduce the apparent visual mass, incorporate materials, colors and textures which generally blend with the landscape, and develop proportions and details appropriate to the site.

k. Roofs.

The form of the roof and the materials used on it create a significant part of the visual impact of a building, and will be carefully reviewed by the Committee. Gable, hip and shed roofs will generally be acceptable for residential construction, while gambrel, flat, mansard and A-frame roofs will not be encouraged. However, these roofs and other unique forms developed will be reviewed on their merits on a case-by-case basis.

Pursuant to the Declaration, all roofing materials should be of a fire classification or rating as required by the plat or local government, and should be of a texture and color that harmonizes with the environment.

All extensions from the roof, such as chimneys, flues, roof vents, gutters, skylights, etc. should be carefully located and finished to complement other elements of the design. Unfinished and exposed metal detailing will be discouraged.

l. Walls and Openings.

The walls of a building are an important part of its overall visual impact and should be carefully detailed. Siding and trim materials should be consistently used throughout the building. Location, type and size of window openings should be carefully considered for effect on proportions, continuity, and illumination. The connection from the walls to the foundation should be treated such that the foundation becomes a very minor element.

m. Exterior Materials.

All materials and finishes should be harmonious with the surrounding environment, with stone, or stucco generally being acceptable. Rock, natural

stone and exterior finishes harmonious with the existing natural environment are encouraged.

n. Color.

Exterior finishes shall be in subdued earth tones, although brighter accents, used judiciously, may be permitted.

o. Foundation Walls.

Foundation walls shall not be exposed, but shall be finished to blend with the other exterior materials.

p. Accessory, Utility, and Solar Structures.

Accessory buildings or facilities such as detached garages, gazebos, greenhouses, tennis courts, pools, etc. shall adhere to the standards outlined for buildings and site planning as well as county regulations. It is important that the massing and scale, as well as forms, materials, and other detailing should be well coordinated with the main structure(s) on the site. No temporary sheds will be allowed.

All exterior utility equipment shall also be incorporated into the structure and be architecturally compatible with the residence.

q. Fences and Screening.

Fences, walls and barrier devices may not be used for privacy and screening purposes but must be incorporated into the total design, appropriateness, size and construction in relation to the proposed improvements and neighboring Lots and will be judged accordingly. These features used as property line delineation are not acceptable. It is the policy of the Committee that side fences do not extend beyond the side elevations of the home. Said fencing shall not exceed 20 feet depth from rear of home. Any variance from this policy will be reviewed by the Committee based upon the design and location of the home.

The accepted fence design within this Community is a split rail fence with posts that do not exceed 54" in height, with 3 rails and the top of the rails not exceeding 48" in height. The maximum rail span is 10'. It is permitted to install 3" x 3" hog wire or equivalent to the inside of the rails. However, the top of the hog wire cannot exceed the top of the rail. Please refer to Exhibit "A" which is attached. To allow a more open, spacious feeling for the community, lot perimeter fences are prohibited.

r. Units and Fences to be Maintained/Restrictions on Fences.

Owners are responsible for the maintenance, repair and replacement of the Improvements, landscaping and properties located within their boundaries. Fences shall be maintained properly and shall not create a hazard or nuisance to any adjoining parcel or owner. Fences are restricted as previously set forth in the Declaration and these Design Guidelines. Each Unit, at all times, shall be kept well maintained, in good repair, and replacement, and in a clean, sightly, and wholesome condition. Trash, litter, junk, boxes, containers, bottles, can implements, machinery, lumber or other building materials shall not be permitted to remain exposed upon or within any Unit so that the same are visible from any neighboring Unit, or any street, except as necessary during a period of construction. The Association and its agents, shall have the authority to enter, replace, maintain, repair and clean up Units which do not conform to the provisions of this Section, and to charge and collect from the Unit Owners thereof all reasonable costs related thereto as an assessment hereunder.

s. House Numbers and Mailboxes.

Each lot has been assigned a street number which has been approved by the appropriate governing authorities. At the time of construction of a residential structure on a lot, the owner or builder shall install a mailbox on the lot. The mailbox to be installed will be required by the Committee to be of a uniform type and design as provided by and approved by Committee to provide harmony of the streetscape. In all events, mailboxes are subject to review and approval by the Committee. If required by the U.S. Postal Service, cluster boxes may be substituted for the above.

t. Lighting.

All exterior lighting shall minimize light spill onto adjacent properties. Fixtures, used for illumination of walks, driveways, address signage, etc., shall be compatible with the building.

u. Landscape.

All introduced plant materials shall conserve and complement the existing vegetation. Areas immediately adjacent to building(s) may incorporate some ornamental plants but should quickly transition to more naturalized materials. Those naturalized material areas shall consist of grasses, ground covers, shrubs, and trees that are similar to those on-site or are analogous in appearance with low water requirements and fire-wise criteria.

The approved landscape plan, which at a minimum will call for revegetation of all areas disturbed by construction, shall be completed in accordance with

these applicable Design Guidelines. All landscaping must be installed within 180 days of occupancy, weather permitting.

Irrigation systems, when needed, should efficiently distribute water to those plants that require it. Temporary, drip or other low water consumption irrigation systems will be encouraged where appropriate.

v. General Recommendations for Site Planning and Maintenance.

1. Do not keep or graze livestock on the property.
2. Limit mowing of naturally occurring grass as much as possible except for wildfire mitigation requirements.
3. Aggressively prevent the recurrence and spread of knapweed or other noxious weeds on each property.
4. Dwarf mistletoe is a common problem in Colorado forests. Portions of the Planned Community may include ponderosa pine, lodgepole pine, limber pine, piñon pine and/or Douglas' fir trees infected with dwarf mistletoe. Dwarf mistletoe is a parasitic flowering plant that spreads by forcibly ejected seeds. The effects of dwarf mistletoe include growth reduction, loss of wood quality, poor tree form, predisposition to other insects and diseases, premature death, reduction in seeds, and other effects. Existing infection and further infections may be managed through buffer zones, pruning, removal or other means. Management of the infected trees or adjacent areas within the Planned Community may be imposed by the Association under the supervision of a forester experienced in dwarf mistletoe management.

w. Trash Receptacles.

All areas used for storage or solid waste shall be screened from off-site views, using materials and forms complimentary to the main structure(s). All trash receptacles must be stored in closed containers to discourage wildlife nuisances. Trash may only be placed for pick-up on designated pick-up day(s).

x. Address Pedestals.

Each residence will be required to have at least one address pedestal located near the driveway and front property line. The address number must be clearly visible with adequate up lighting. The address pedestal shall be consistent and uniform in size, dimension, stacked stone, color of stone and cap including the etched address plaque with the Hidden Forest logo with the three trees and the house address numbers as installed on all existing homes.

- y. Wildlife is an important part of The Hidden Forest. The following rules shall be followed in order to co-exist with wildlife:
- i. The current and future owners of the property(s) hereby acknowledge that wildlife currently exist on the property and thereby recognize that wildlife damage may occur to landscaping and improvements for which the Colorado Division of Wildlife (“CDOW”) and Hidden Forest Development, LLC shall not be held responsible.
 - ii. Feeding of wildlife is prohibited, with the exception of songbirds. However, should permitted feeding of songbirds create a nuisance resulting in domestication/desensitization/habituation of other wildlife, such feeding shall be discontinued or altered to eliminate the nuisance condition.
 - iii. Large predator species may periodically occupy the property. Each owner shall be responsible for the safety of his family members, guests and pets.
 - iv. No lot line fencing is permitted. All fences shall be constructed of materials that allow movement of both game and non-game animal species. Physical barriers to wildlife movement shall be contained within the allowed building area/envelope.
 - v. Landscape materials used should be consistent with those found in the area. Wildlife preferred plant species will be encouraged, and may be required in locations necessary to provide wildlife cover.
 - vi. Each owner and the homeowners association shall use their best efforts to control noxious weed species as may be required by Douglas County or the State of Colorado ordinances.
 - vii. The Colorado Division of Wildlife, in an effort to control wildlife populations and/or control diseases found in the wildlife population may access the property upon request of the homeowners association, whose permission shall not be unreasonably denied.
 - viii. NO hunting shall be allowed on the property. Only wildlife officers of the State, or law enforcement officers in the normal and reasonable course of their duties shall be allowed to discharge weapons on the property.
 - ix. Areas determined to be important wildlife corridors shall be maintained by the individual owner abutting such corridor and these areas kept free of all vertical improvements, recreational equipment, trash, and fencing. Natural Landscaping shall not be modified significantly except as may be required for forest management or wildfire hazard reduction (NOTE: Forest

management thinning and wildfire hazard reduction, in most cases, will enhance wildlife habitat).

- x. Developed trails should be concentrated away from high use wildlife corridors and not placed within the corridor, except to cross perpendicular to normal wildlife movement. Interpretive and warning signage may be placed at human crossings of corridor areas.

z. Wildfire Mitigation.

All lots shall be subject to NFPA 299 (as may be amended from time to time by Douglas County) regarding access, construction materials, and defensible space. The following shall also apply:

- i. The Association is responsible for maintenance of fuel treatments on its open spaces and tracts. Fuel treatment areas shall be kept free of brush, invading trees, dead trees (unless designated as “wildlife trees”). Insect and disease infestations shall be promptly controlled to prevent spread to surrounding properties.
- ii. The lots and tracts created by this subdivision are subject to risk of potential wildfire. Wildfire poses a threat to life, property and natural resources. Each owner, his/her family, and guests are responsible to maintain both private and common areas to reduce wildfire risk.
- iii. Emergency services may be limited due to access, staffing and travel distances.
- iv. Failure to maintain defensible spaces, fuel treatments, and emergency accesses may be considered a violation of fire codes and subject to enforcement by Douglas County and/or the Local fire jurisdiction, or the Association.
- v. All owners are responsible to maintain their properties in such a manner to reduce wildfire risk to their properties, adjacent properties and adjacent common areas.
- vi. Tree cutting is permitted for the purpose of promoting forest health, improving wildlife habitat, controlling insects and diseases, and reducing wildfire risk to homes and the forest. Tree removal shall follow recommendations of a professional forester, natural resource manager or fire authority, and must be approved by the Committee.
- vii. Access is hereby granted to the Local Fire Authority for the purpose of inspecting and insuring conformance by the Association of maintenance of facilities, common areas, tracts, right-of-ways and easements to insure safe ingress and egress from the community.

- viii. Homeowners agree to abide by Firewise guidelines adopted by the Colorado State Forest Service for structures, landscaping and living in wildfire prone areas, as may be amended from time to time. Alternative mitigation methods may be considered if deviating from established guidelines. Technology, information and building materials are constantly evolving that may allow for suitable alternatives.
- ix. Fire may be used as a tool for wildfire suppression and maintenance of properties and common areas under the direction of the local fire authority. Any use of fire shall require a plan and permit from the fire authority.
- x. Forest Management activities shall be done under the direction of a professional forester, natural resources manager, or trained fire professional. A plan shall be submitted to the Committee for its approval, which shall not be unreasonably withheld.
- xi. Wildfire mitigation activities shall include provisions for forest health, wildlife habitat protection, aesthetics, privacy, and protection of property values.

4. **Alterations, Additions, or Improvements.** No alterations, additions or improvements may be made to a Lot or Residence without the prior written consent of the Design Review Committee established by the Declaration. The Design Review Committee may adopt guidelines, which guidelines, as amended from time to time, shall be deemed incorporated within these rules.

5. **Restrictions on Animals and Pets.** No more than three (3) of each of the following pets (including cats, dogs, other animals, birds and reptiles, and excluding horses and other farm animals) may be kept, maintained or harbored by Owners on Units within the Community. If any pet becomes obnoxious to other Owners or occupants, the person having control of the pet shall be given a written notice by the Association to correct the problem or remove the pet from the Community. The written notices provided for herein shall be issued by the Authorized representative of the Association. Pets may not be kept for any commercial purposes. Owners or persons having control of a pet shall, while the pet is in the Community, be responsible for cleaning up after their pet and shall be deemed to hold the Association harmless from any claim resulting from any action of their pet and any costs incurred by the Association. Local government ordinances and restrictions on pet control shall also be enforceable as restrictions in the Community. The following covenants or other restrictions on pets are for the benefit of the Owner, occupants, residents and wildlife within and around the Planned Community. The following covenants and restrictions are intended to be of considerable value to owners, occupants and residents in reducing the harassment of wildlife by domestic pets and decreasing the potential of pets becoming victims to predators in the area.

Pet Rules:

- a. Leashes. Pets must be restrained by a leash when outside a Residence. Pets, including dogs and cats, shall not be allowed to roam unrestrained in the Community or on any Common elements.
 - b. Clean Up. Pet owners must pick up and police after their pets.
 - c. Control. Pets must be kept under control at all times.
6. **Contractor and Construction Period Regulations.** In the interest of all Owners and contractors, the following regulations shall be enforced during the construction period. These regulations shall be a part of the construction documents contract for each residence, and all contractors and Owners shall abide by these regulations.
- a. Damage to Property.

If a tree is found to be damaged as a result of construction, and the tree dies, or a tree is cut down without authority from the Committee, the contractor or Owner may be fined One Hundred Dollars (\$100.00) for each inch in diameter of the tree measured four (4) feet above the ground. If the diameter of the tree is less than one (1) inch, the fine may be One Hundred Dollars (\$100.00).

Any damage to the streets and curbs, drainage inlets, street markers, street lights, lot light bollards, mail boxes, walls, signs, landscaping, public or private property, etc. will be repaired by the contractor. The builder or prime contractor will be held accountable for any damage by his subcontractors. If the contractor does not promptly repair the damage, the Committee or the Association may repair the damaged property, and the cost will be billed to the builder or Owner.
 - b. Approved Builders.

No contractor or builder shall construct any structure or attachment to a Lot or to the exterior of the Improvements on a Lot, or shall construct, erect, place or install any fence, mailbox or landscaping, including, but not limited to, painting and/or staining of exterior siding, unless such contractor or builder shall have been first submitted to and approved in writing by the Design Review Committee. Additionally, the primary Residence on a Lot must be constructed at the same time as any garage or outbuildings, such that Owners may not construct a garage or any outbuildings without also then constructing their primary Residence.
 - c. OSHA.

All applicable OSHA regulations and guidelines will be strictly observed at all times.

d. Insurance.

All contractors and subcontractors must post evidence of insurance with their Owner, prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming both the Owner, and The Hidden Forest Development, LLC as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than Five Hundred Thousand Dollars (\$500,000.00) each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for forty-five (45) day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

e. Construction Hours/Holidays.

Construction work on any structure or building site shall not commence prior to 7:00 a.m. or continue after 7:00 p.m. Mondays through Saturdays. No construction is allowed (except for reasonably quiet interior work) on Sundays and the holidays set forth below, without written permission of the Committee:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas

f. Construction Limits.

The Committee will require the contractor to provide a detailed plan of construction limits prior to construction, to be implemented with snow fencing, rope barricades, or like material prior to construction. The plan shall include size and location for construction material storage areas, limits of excavation, access areas, parking, chemical toilet location, dumpster, fire extinguisher, and utility trenching.

g. No Construction Trailers, Sheds or Temporary Structures.

Except during construction of Improvements on a Lot, there shall be no construction trailer, shed or temporary structure located within The Hidden

Forest. However, the Declarant or a Participating Builder may place sales trailers within the Community as allowed under the Declaration.

h. Excavation.

Excess excavation material may be required to be removed from the property. Excavation, except for utility trenching, shall be on the Owner's site only. Constructors are expressly prohibited, during back fill and final grading operations, from spreading excess debris of material over the remainder of the Owner's tract.

i. Utilities.

Contractors will use only the utilities provided on the site on which they are working. Accessing utilities from any other site without written permission of the Owner of that site is trespassing and violators may be charged.

j. Sanitary Facilities.

Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers, which shall be maintained on a regular and timely basis.

k. Debris and Trash Removal/Site Maintenance.

Periodic clean up of the construction site is mandatory. All trash and debris shall be stored in a fenced or other appropriate trash disposal area and shall be removed from the trash disposal area on a periodic and timely basis. All soil and debris flowing into the street(s) or open spaces from the construction site shall be cleaned on a periodic and timely basis.

It shall be the builder's responsibility to ensure that his construction activities, including all subcontractors' activities, do not violate this regulation. Repeated violations can and will result in a shut down of the construction site.

The builder/contractor must provide a trash/scrap container for each construction site. The container must be emptied whenever the container becomes full, or at least once per week. Large amounts of trash should not be left in the containers over the weekend. Dumping of trash/scrap materials of any kind is not allowed in The Hidden Forest.

Builders shall keep their construction sites in a neat and orderly condition at all times. Work areas shall be kept free of discarded boxes, plastic, cans, bottles, lunch bags, food, styrofoam containers, cartons, empty cement bags or any other such materials. Construction sites shall be cleaned up at the end of each working day.

l. Vehicles and Parking.

All construction vehicles will be parked in designated driveways or work areas, as not to inhibit traffic or damage surrounding natural landscape.

m. Pets.

Contractors, subcontractors, and employees are prohibited from bringing dogs and other pets to the construction site.

n. Blasting.

If any blasting is to occur, the contractor shall be responsible for informing all residents in the proximity of the blasting site.

o. Restoration of Property.

Upon completion of construction, each Owner/Builder shall clean his construction site and repair all property which has been damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner/general contractor shall be held financially responsible for the cost of site restoration revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or subcontracted agents.

p. Dust, Noise and Odor.

Reasonable efforts shall be made to control dust, noise, and odor emitted from construction areas. The contractor will be responsible for watering, screening or oiling excessive dust or problem areas as well as controlling excessive noise and offensive odors. Loud radios, stereos or other noise or music is prohibited.

q. Prohibitions.

The following items are prohibited in The Hidden Forest:

- a. Changing of oil/fluids in construction vehicles and equipment (without proper receptacles and removal procedures).

- b. Concrete equipment cleaning or concrete dumping (without proper clean-up and restoration).
- c. Removing any rocks, trees, plants, or topsoil from any portion of the property other than the Owner's tract.
- d. Careless treatment of trees or preservation area.
- e. Use of spring or surface water for any purpose.
- f. Signs other than approved construction or real estate signs.
- g. Careless use and/or disposal of cigarettes or flammable items.
- h. Firearms or weapons of any type, other than normal construction tools.

r. Hazardous Spills.

Operators of vehicles are required to ensure that they do not spill any damaging materials in the Community. Operators are responsible for cleaning up any spills immediately. The cost, to the Committee or the Association, of any clean up done by the Committee or Association, will be billed to and be an obligation of the responsible party.

s. General Regulations.

Stockpiling of dirt or material is permitted only in conformance with the approved plans. Dirt which must be removed from a site must be disposed of at a designated fill site, if applicable, or available, or away from the Community. Prior to using a developer-designated fill site, permission to dump must be obtained in writing from the Committee or a designated representative. Dirt spoil dumped on the property must be clean and free of construction debris. Any deviations from this rule require written approval from the Committee.

Access for construction from adjacent lot is highly discouraged. The Committee may allow ingress/egress if adjacent property Owner gives his/her permission in writing. Any damage to this property will be the responsibility of the builder. If the builder fails to complete this repair on a timely basis, the Committee or the Association may effect this repair at the expense of the builder or Owner.

Dirt, mud, and any other such debris left on the roads in the Community caused by construction vehicles or equipment must be cleaned up by the contractor immediately.

Washing of construction trucks and other construction vehicles is not allowed.

Concrete truck wash out must be on the construction site at the future driveway location or within the building pads as designated on the approved plans.

Excess runoff shall be contained on the construction site. All builders or Owners shall be responsible for the maintenance on a continuous, day-to-day basis, of all tree protection barricades, drainage control devices, and silt fencing for their construction site. Any damage to neighboring streets or properties due to runoff from a construction site shall be the responsibility of the builder or Owner.

7. **Proper Use of Common Elements.** Common elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements.
8. **Compliance with Law.** No improper, offensive or unlawful use may be made of a Lot or Residence. Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs, and prosecutions for any violation or noncompliance.
9. **Collection Procedures.** The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.
 - a. **Due Dates.** The assessment as determined by the Association and as allowed for in the Declaration, and Bylaws shall be due and payable on the 1st day of each year. Assessments or other charges not paid to the Association by February 1st of each year in which they are due shall be considered past due and delinquent. A pro-rata fee will be collected at Lot Closing from Owner for remainder of that calendar year.
 - b. **Late Charges Imposed on Delinquent Installments.** An assessment shall be past due and delinquent if not paid by February 1st of the year in which it is due. The Association shall impose a twenty-five dollar (\$25.00) late charge and assess interest at the rate of ten percent (10%) per annum on the outstanding or past due balance then due the Association. The late charge shall be a “common expense” for each Owner who fails to timely pay their annual assessment by the 1st day of February of each year.

The late charge shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

- c. Returned Check Charges. In addition to any and all charges imposed under the Declaration, and Bylaws, the Rules and Regulations or any guidelines of the Association, or this resolution, a twenty five dollar (\$25.00) fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a “common expense” for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.
- d. Attorney’s Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and Bylaws, the Association shall be entitled to recover its reasonable attorney’s fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney’s fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
- e. Collection Letters.
 - (i) After an annual assessment or other charge due the Association becomes thirty (30) days past due, the Association may cause, but shall not be required to send, a “late notice” to the Lot Owner who is delinquent in payment.
 - (ii) If payment in full is not received within twenty (20) days, the Association may, but shall not be required to send a “Notice of Intent to Lien” to the Lot Owner. The Association may simultaneously send a copy of the notice to the mortgagee of the Owner.
- f. Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

- g. Liens. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declaration, and Bylaws. A copy of the recorded Notice of Lien may be mailed to the Owner and to the mortgage lender with a request that the lender send a letter to the delinquent Owner advising the Owner of the lender’s option to accelerate the mortgage debt.
- h. Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.
- i. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
- j. Collection Procedures/Time Frames. The following time frames shall be suggested for use in the collection of the annual assessment and other charges.

Due date (date payment due)	January 1 of each year
Past due date (date payment is late if not received on or before that date)	January 31 of each year
Late charge and interest imposed (if payment not received on or before that date)	February 1 of each year
“Late Notice(s)” mailed imposing late fees, interest, etc.	February 2 of each year
“Notice of Intent to Lien” mailed	February 20 of each year
“Notice of Lien” recorded; acceleration notice mailed, if applicable	March 1 of each year
Attorney sends demand letter for payment including acceleration notice, if applicable and liens property	April 1 of each year
Owner fails to respond to attorney demand letter, a lawsuit is considered	April 15 of each year

and, if appropriate, is commenced.

The attorney is to consult with the Association at all times, to determine if payment has been arranged or what collection procedures are appropriate.

- k. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.
 - l. Waivers. The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
 - m. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.
- 10. Policies and Procedures for Fines.** Notice shall be provided to any such Owner as soon as reasonably practicable following discovery by the Board of a violation for which the Board desires to impose a fine. All fine assessments shall be due and payable immediately upon imposition and notice of such fine. The Board may also, at its option, provide a copy of such notice to any non-owner violator. The Association and the Committee have adopted the Enforcement Procedure Resolution which is set forth on Exhibit "B" attached hereto and incorporated into these Rules and Regulations.
- 11. Application of Payments Made to the Association.** The Association reserves the right to apply any and all payments received on account of any Owner or the Owner's property to payment of any and all legal fees and costs (including attorneys' fees), expenses of enforcement and collection, late fees, return check charges, lien fees, and interest owing or incurred with respect to such Owner pursuant to the Declaration, Bylaws, Rules and Regulations of the Association prior to application of the payment to the special or general assessments due or to become due with respect to such Owner.
- 12. Enforcement and Attorneys' Fees.** It is hereby declared to be the intention of the Association to enforce the provisions of the Governing Documents by any and all means available to the Association at law or in equity, and to seek recovery and

reimbursement of all attorneys' fees, Association expenses and costs incurred by the Association in connection herewith.

- 13. Modification, Amendments, Repeal and Re-Enactment.** Notwithstanding anything to the contrary contained in these Rules and Regulations, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

14. Miscellaneous.

- a. Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- b. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.
- c. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- d. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit, or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

IN WITNESS WHEREOF, the undersigned, as Secretary of the Association, certifies that these Rules, Regulations and Design Guidelines were adopted by the Executive Board on January 21, 2005 (with the consent of the Design Review Committee, in relation to Design Guidelines).

The Hidden Forest Homeowners Association, Inc.

By: John E. Kloenne, Secretary

Chairman, Design Review Committee

EXHIBIT "A"

