

# **Leyden Rock Metropolitan District Nos. 1 & 10**

## **RULES AND REGULATIONS**

**Revised as of September 23, 2013**

**LEYDEN ROCK METROPOLITAN DISTRICT NOS. 1 & 10  
RULES AND REGULATIONS**


The Boards of Directors of the Leyden Rock Metropolitan District Nos. 1 & 10 hereby declare that the following Rules and Regulations have been prepared and adopted to provide for the administration and operation of the affairs of the Districts. Rates and fees contained in the Rules and Regulations shall be effective as of the date of adoption.

The Boards of Directors of the Leyden Rock Metropolitan District Nos. 1 & 10 hereby expressly reserve the right to make any lawful addition and/or revisions in these Rules and Regulations when and as they may become advisable to properly manage the District and to promote the peace, health, safety and welfare of the residents and property owners of the District. These Rules and Regulations are supplementary to, and are not to be construed as, any abridgement of any lawful rights of the Boards as outlined in the Colorado Revised Statutes governing Special Districts.


Pursuant to the Covenants and Restrictions of Leyden Rock recorded in the real property records of Jefferson County, Colorado at Reception No. 2012033713 (the "Covenants"), Leyden Rock Metropolitan District No. 10 has delegated, transferred, and assigned its rights and duties under the Covenants to Leyden Rock Metropolitan District No. 1. Therefore, Leyden Rock Metropolitan District No. 1 shall be considered the "District" and its Board of Directors the ("Board") for purposes of enforcement of the Covenants and these Rules and Regulations, as either may be amended from time to time.

Adopted this 5th, day of November 2012

LEYDEN ROCK METROPOLITAN DISTRICT NO. 1

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

LEYDEN ROCK METROPOLITAN DISTRICT NO. 10

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

**LEYDEN ROCK METROPOLITAN DISTRICT NOS. 1& 10**

**RULES AND REGULATIONS**

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## LEYDEN ROCK METROPOLITAN DISTRICT NOS. 1&10

### RULES AND REGULATIONS

These rules and regulations ("Rules and Regulations") have been adopted by the Boards of Directors of Leyden Rock Metropolitan District Nos. 1 & 10 for the purpose of protecting and enhancing the rights and interests of the residents and property owners of the District and to preserve the property value of property within the Leyden Rock Community. The Board maintains the right from time to time, at its sole discretion, to amend or modify these Rules and Regulations.

#### Article I. DEFINITIONS

1.1 All words and phrases used in these Rules and Regulations shall have the meaning provided in the Covenants unless otherwise defined herein.

1.2 The use of the word Owner herein shall apply to and include any Person who is permitted to be on the Property by an Owner including, but not limited to, an Owner's family, guests, invitees, tenants, visitors or independent contractors.

#### Article II. USE RESTRICTIONS

2.1 Use of Unit and Property. Subject to the provisions of the Covenants, no part of a Unit shall be used for any purpose other than those permitted by applicable zoning. Each Unit shall be used as a residence for a single family or such other uses permitted by the Covenants. No Unit may be used for any purpose which is unlawful or which fails to comply with rules and regulations that the Board may enact from time to time or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the Property by other Owners.

2.2 ARC Approval of Improvements Required. Approval by the ARC shall be required prior to the commencement of the construction, alteration, modification, expansion, addition, removal, demolition or destruction of any Improvements on any portion of the Property, including any change of exterior appearance, finish material, color or texture, except, in any such case, by the Developer or a Builder with respect to any original first-built Improvements constructed by the Developer or a Builder. The approvals of the Board are in addition to any review and approval required by the City or the County.

a. A purchase of any Unit within the Property does not grant any implied guarantee of approval by the ARC of the Improvement to be located thereon.

b. Any basements that are finished by an Owner shall comply with standard building procedures for walls in basements so as not to endanger the structure of the building should the floors rise due to expansive soils.

2.3 Interference with Utilities. In making improvements to a Unit, Owner is responsible for locating water, sewer, gas, electrical, cable television, phone or any other utility lines or easements. Owner should not construct any Improvements over such easements without the consent of the utility involved, and Owner will be responsible for any damage to any utility lines. Underground utility lines and easements can be located by contacting:

**Utility Notification Center of Colorado  
1-800-922-1987**

2.4 General Use Restrictions.

a. Each Owner shall maintain their Unit in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done on their Unit or the Property anything which may cause damage to any other Unit, affect the health, safety, and welfare of other Owners, or increase the cost or cause the cancellation of insurance carried by the District.

b. The Unit restrictions set forth in Section 2.1 above shall not, however, be construed in such a manner as to prohibit an Owner from: (i) maintaining their personal professional library within a Unit; (ii) handling their personal business or professional telephone calls or correspondence from a Unit; (iii) maintaining a computer or other office equipment within a Unit; or (iv) utilizing administrative help or meeting with business or professional associates, clients or customers in a Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Section 2.1 above. Any accessory business use of a Unit, permitted by this Section must be in compliance with all applicable statutes, ordinances and governmental regulations, must not have any adverse impact on the District or another Owner including, but not limited to, unreasonable use of the Property and insurance concerns, and must be conducted in accordance with the Covenants.

2.5 Pets.

a. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Property or otherwise left unattended.

b. Owners agree to comply with:

(i) Current inoculations of pets as required by applicable Department of Health guidelines; and

(ii) All other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.

2.6 Trash.

a. No Owner shall sweep or throw any debris onto property Owned by the District or another Owner. Disposal of garbage and trash shall be by the use of common trash facilities, if available, in strict accordance with the rules and regulations adopted or approved by the Board from time to time and also with any statute, ordinance or governmental regulation. Trash receptacles shall not be used for the disposal of hazardous waste or large items such as, but not limited to, building materials and large quantities of landscape materials, furniture, appliances or hot water heaters. Removal of these items from the Property is an Owner responsibility.

b. Trash receptacles shall be stored in such a manner that they are not visible from other neighboring Units or from the front of the house and street. Trash receptacles may be left out for waste company pickup for no more than 24 hours.

c. All roadways and walkways shall be clear for emergency traffic.

d. The District assumes no liability for any loss or damage to articles left or stored on the Property or other area.

e. Nothing shall be thrown or tossed from any Unit, including, but not limited to, cigarettes, cigars, food, water, stones, or incendiary or explosive devices. An "incendiary or explosive device" shall include, but not by way of limitation, any device consisting in whole or in part of flammable material or other material having the capability of exploding, igniting or burning. The proper authorities will be called to investigate such activity. Any staff or Owner witnessing such activity may sign a complaint against the offending party.

2.7 Foothills Landfill.

a. Any issues on the Property potentially attributable to the Foothill Landfill, located west of the Property, are to be directed to the District or its duly authorized representative ("District Manager"). Owners agree not to contact the Foothill Landfill directly regarding any facility operations including trash or debris on the Property. The Board will receive and log all Landfill related issues and address the Foothill Landfill on behalf of all Owners.

2.8 Fireworks. No fireworks or firearms may be fired or discharged within the Property.

2.9 Parking.

a. No vehicle may be parked in such a manner so as to impede or prevent ready access to any entrance or exit of a building, driveway or parking space, nor shall any vehicle be parked on any grass, sidewalk or patio.

c. All vehicles parked in the District must have current license plates. Inoperative or abandoned vehicles may not be parked in the District. Vehicles shall be deemed to be "abandoned or inoperative" if they meet one (1) or more of the following criteria:

(i) The vehicle has not moved from location for twenty (20) days.

- (ii) The vehicle has a flat tire or other condition rendering it inoperable.
- (iii) The vehicle does not have current license plates.
- (iv) The vehicle is in an obvious state of disrepair, such as having a missing tire having a smashed window, having a missing or damaged body panel or other parts or the vehicle is on jacks or blocks.
- (v) Vehicles in violation of parking regulations are subject to being towed at the owner's expense and/or being fined by the Board.

### Article III. ENFORCEMENT

3.1 Any complaint which alleges a violation of the Governing Documents shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as **Exhibit A**. At a minimum, the complaint shall set forth:

- a. The name, Unit address and phone number of the complaining witness.
- b. The name and Unit address of the violator.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- e. The signature of the complaining witness and the date on which the complaint is made

3.2 The Owner shall be notified of the complaint and alleged violation by the District Manager. If the complaint is based on conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as **Exhibit B** ("Notice of Violation").

3.3 Any Owner charged with a violation of the Governing Documents is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

- a. Within seven (7) days after the Notice of Violation has been delivered to the Owner, the Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation (see Exhibit B-2), and return it to the District Manager.
- b. If a Request for a Hearing is timely filed, an administrative hearing on the

complaint shall be held before a representative or committee appointed by the Board (“Tribunal”). The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing, as determined by the Tribunal.

c. At any such hearing, the Tribunal shall hear and consider arguments, evidence or statements regarding the alleged violation. Following the hearing, the Tribunal shall issue its determination regarding the alleged violation. The decision of the Tribunal shall be binding on the Owner and the District. If the decision of the Tribunal is deemed unsatisfactory to the Owner, the Owner may present a written request to the District for an appeal before the Board.

d. Notification of the Tribunal’s determination shall be made in a form similar to that which is attached hereto as **Exhibit C**.

3.4 If no Request for a Hearing is received within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Owner shall be notified by the District Manager of any such determination using the same form and in the same manner as if a hearing had been conducted.

3.5 If an Owner is found to have violated personally or is otherwise liable for a violation of the Governing Documents, the following shall occur:

a. If found to be guilty of a first violation of a given provision of the Governing Documents, the Owner shall be notified in a format similar to Exhibit C of the finding by the District Manager that a first violation has occurred. The first violation, at the discretion of the District Manager, may be considered a warning that if any further violations occur a fine for the violation will be imposed. In the alternative, the District Manager may elect to assess a fine.

b. If found to be guilty of a second or continuing violation of the same provision of the Governing Documents, the Owner shall be notified of the finding by the District Manager. The Owner shall be assessed a Fine.

c. Where a fine is imposed, unless expressly provided in another section of these Rules and Regulations, it shall be in the amount of One Hundred and No/100 Dollars (\$100.00) for a single incident of violation of a given provision of the Governing Documents, One Hundred Fifty and No/100 Dollars (\$150.00) for a second single incident of violation of the same provision of the Governing Documents and Two Hundred and No/100 Dollars (\$200.00) for a third or subsequent single incident of violation of the same provision of the Governing Documents; or the sum of Fifty and No/100 Dollars (\$50.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE DISTRICT HAS RECEIVED NOTICE OF IT.

d. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the District or to pay any legal expenses and costs incurred by the District as a result of the violation. Any damage to the Property, which has been

repaired by the Owner, must be inspected by the District Manager to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner.

3.6 Any Owner assessed herein shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed herein shall be added to the Owner's account.

3.7 Time is of the essence of this policy. Notices are deemed delivered either:

- a. At the time of delivery if by personal delivery; or
- b. On the second business day after deposit in the U.S. Mail.

3.8 The remedies provided for herein are not exhaustive, and the Board may, in addition, take any action provided at law, in equity, or in the Governing Documents to prevent or eliminate violations of these Rules and Regulations.

3.9 Collections. The District hereby adopts the following policies and procedures for the collection of fees, fines or other charges of the District. Failure of the District to comply with any provision in this Article III shall not be deemed a defense to payment of any fee, fine, charge, or Cost of Collection.

a. Due Dates. District charges for fees, fines or other charges on an Owners' account will be due and payable thirty (30) days from the date notice of the charge is sent to the Owner. Charges not paid in full to the District within 5 days of the due date shall be deemed delinquent and incur late charges and interest as provided below.

b. Receipt Date. The District shall post payments on the day that the payment is received in the District's District Manager or District Manager's office.

c. Late Charges. Any fees, charges, fines, or penalties not paid in full within 5 days after the scheduled due date (which due date is the thirtieth (30th) day of the month after billing) shall be assessed a late payment fee of fifteen dollars (\$15.00) pursuant to § 29-1-1102(3), C.R.S. The late payment fee may be waived by the District on a case by case basis. Interest will also accrue on any outstanding fees and charges, exclusive of assessed late fees and interest, at the rate of 18% per annum. The Owner shall also be responsible for all costs, expenses and attorneys' fees associated with the delinquency (collectively, 'Costs of Collection'). The District may enforce the Owner's payment obligations by any and all lawfully available means, including suits for collection and/or foreclosure of the District's lien on the property.

d. Return Check Charges. In addition to any and all charges imposed under the Governing Documents of the District, a \$25.00 fee or other amount deemed appropriate by the Board 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. Such returned check charge

shall be due and payable immediately upon demand. Notwithstanding this provision, the District shall be entitled to all additional remedies as may be provided by applicable law. This return check charge may be in addition to any late charges or Costs of Collection charged to the Owner. If two or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the District may require that all of said Owner's future payments, for a period of one (1) year, be made by certified check or money order. Any returned check shall cause an account to be past due if full payment of the Owners account is not timely made within 5 days of the due date.

e. Costs of Collection. The District is entitled to recover the Costs of Collection incurred by the District in the collection of fess, rates, charges, fines, and penalties due the District from an Owner. Costs of Collection shall be due and payable immediately when incurred, upon demand.

f. Application of Payments. All sums collected on a delinquent account that has been turned over to the District's attorney shall be remitted to the District's attorney until the account is brought current. All payments received on account of any Owner shall be applied to payment of any and all legal fees and costs (including attorneys' fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents of the District, prior to application of the payment to any Owner account charges due or to become due with respect to such Owner.

g. Delinquent Account Referrals. Upon referral of a delinquent Owners account to the District's attorney, the attorney shall take all appropriate action to collect the account 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 by the District. The District's attorney, in consultation with the District Manager and in accordance with the Governing Documents, is authorized to take whatever action is necessary and determined to be in the best interests of the District, including but not limited to:

- (i) Filing of a suit against the delinquent Owner for a money judgment;
- (ii) Instituting a judicial foreclosure action of the District's lien;
- (iii) Filing necessary claims, documents and motions in bankruptcy court in order to protect the District's interests; and
- (iv) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

h. Collection Process. After an Owner account due to the District becomes more than 30 days delinquent, the District Manager shall send a written notice ("First Notice") of non-payment, the amount past due, notice that interest and late fees have accrued and a request for immediate payment. A fee of \$20.00 will be added to the Owner's account for costs associated with preparing the First Notice.

After an Owner account due to the District becomes more than 60 days delinquent, the District Manager shall send a second written notice ("Second Notice") of non-payment, the amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment. A fee of \$20.00 will be added to the Owner's account for costs associated with preparing the Second Notice.

After an Owner account due to the District becomes more than 90 days delinquent, the District Manager shall turn the Owner account over to the District's attorney for collection. Upon receiving the delinquent account, the District's attorney shall send a letter to the delinquent Owner demanding immediate payment of all past due amounts, and take all actions necessary to impose a lien.

Upon further review, the District's attorney may file a lawsuit, foreclose on the property, or take any other actions necessary to collect all amounts due and owing the District. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include all Costs of Collection including attorneys' fees, together with the cost of the action and any applicable interest and late charges.

i. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Unit within the District, the District Manager shall notify the District's attorney of the same and turn the account over to the District's attorney, if appropriate.

j. Judicial Foreclosure. The District may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment.

k. Waivers. The Board is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board shall determine appropriate under the circumstances.

l. Communication with Owners. All communication with a delinquent Owner shall be handled through the District's attorney once the matter has been referred to the attorney. Neither the District Manager nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the District's attorney unless the attorney is present or has consented to the contact.

3.10 Fees. The District hereby adopts the following schedule of fees, fines or other charges of the District.

Major improvement ARR review fee:	\$150 each submission
Minor improvement ARR review fee	\$ 25 each submission
Non approved Improvement AAR fee	\$ 50 each submission
Delinquent account fee	\$ 15 per month
Returned check fee	\$ 25 per month
First violation fine	\$100 per occurrence
Second violation fine	\$150 per occurrence
Third violation fine	\$200 per occurrence

Ongoing violation fine

\$ 50 per day

#### Article IV. DESIGN GUIDELINES

The Board of the District declares that the following Design Guidelines have been prepared and adopted to provide guidelines to Owners regarding external changes and/or Improvements to Units.

### **PLEASE REVIEW ARTICLE 2 ARCHITECTURAL REVIEW OF THE COVENANTS FOR THE BASIC REQUIREMENTS OF THE ARCHITECTURAL REVIEW PROCESS.**

Pursuant to Article 2 of the Covenants, the ARC is directed to adopt design standards and design guidelines and review and approve or disapprove plans for any visible additions, alterations or modifications to the exterior of existing improvements and/or Units located on the Property in order to ensure the quality and compatibility of the style of improvements on the Property. The Board may also establish its own applications and procedures and has the full authority to amend such standards, guidelines and procedures.

The Board maintains the right from time to time, at its sole discretion, to amend or modify these Guidelines. Neither the Board nor its agents, representatives or employees shall be liable for failure to follow these Guidelines as herein defined. These Guidelines confer no third party benefit or right upon any entity, person or Owner or builder.

1. Regulatory Compliance. It is the responsibility of the Unit Owner to obtain all necessary permits and ensure compliance with all applicable governmental regulations and other requirements. Plans submitted for ARC review shall comply with all applicable building codes, zoning regulations and the requirements of all governmental entities having jurisdiction over the building project or property. Regulatory approvals do not pre-empt the architectural review authority of the ARC, and ARC approval does not incorporate any governmental approvals, which governmental approvals shall be the sole responsibility of the Unit Owner. In making improvements to Unit, Owner is responsible for locating water, sewer, gas, electrical, cable television, phone or any other utility lines or easements (Please see 2.3 above).

2. Architectural Review Submission. Unit Owners shall submit an Architectural Review Request (“ARR”) on a form provided by the District Manager (see **Exhibit D**) to the ARC for any external Improvements to Units. In addition to the requirements described in Section 2 of the Covenants, the ARR shall included sufficient information as determined by the ARC to clearly define the requested Improvements. ARR shall include a detailed description of the proposed Improvements, including but not limited to, scaled drawings, plot plan, detailed bill of material, material samples, paint chips and any other information requested by the ARC to describe the requested Improvements.

(i) A review fee of \$150 for each major ARR and \$25 for each minor ARR shall be submitted with the request form. A description of items considered major and minor are listed on the ARR form (Exhibit D). In addition, any costs incurred by

the ARC for review of submittals shall be paid by the Owner and shall be payable prior to final approval. Any reasonable consulting fees or other fees incurred by the ARC or the District in reviewing any submission will be assessed to the Owner requesting approval for the submission. If additional fees are required, the ARC or its representatives will contact the Owner prior to requesting services requiring additional fees.

(ii) An additional fee of \$50 is required for ARR submissions on Improvements that were installed without owner receiving approval prior to installation or commencement of installation activities.

(iii) The review fee may be waived at the sole discretion of the District, the ARC or its representative for pre-approved Improvements such as a certain satellite dish installations or builder options available for a specific home design that were not initially installed on the home. Owner must request waiver of review fee prior to ARR review.

(iv) The ARR review process and review time limit shall not commence until the receipt of a complete ARR including the review fee.

### 3. Design Guidelines.

a. **Awnings, Overhangs and Sunshades.** The color of awnings, overhangs and sunshades must match the exterior color of the home, including either the base color or trim color of the home. Multi-color schemes for awnings, overhangs and sunshades are acceptable provided the colors of the awning, overhang, or sunshade match the base and trim colors of the home. Metal, fiberglass or plastic awnings, overhangs and sunshades are not permitted.

b. **Basketball Hoops.** Permanent garage or pole mounted basketball hoops are not permitted.

Temporary basketball backboards are acceptable but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in streets. Temporary basketball backboards must be stored after use, off of common areas and midway or closer between the house and sidewalk. Temporary basketball hoops do not need to be collapsed or folded to constitute being stored, but they must be moved to an acceptable location on the Unit. Rims and nets must be maintained in a neat and clean manner.

Back yard, concrete pads for "Sport" type courts must be approved by the ARC. The ARC will consider back yard Sport courts based on pad size, Unit lot size and proximity to other Units. Sport equipment installed or stored on or around the pad must be maintained in a neat and clean manner.

c. **Fencing.** All fencing shall comply with the Property and Builder fence plan and specification (**Exhibit E**) for the Unit lot type and location. Fencing improvements or additions shall match any existing fencing installed by Builder. For pet security, WIRE mesh may be installed on the inside of the fence. At the discretion of the ARC, Units may have a

privacy fence installed to border the deck pad only, provided deck pad privacy fencing is included in the Unit fence plan. Plastic, PVC or similar materials are prohibited.

Wireless Pet Fencing. Underground wireless pet fence used with a shock collar may not be the sole means of securing pets. Perimeter fence wire mesh should be used for pet security.

d. **Grading and Unit Drainage Changes.** Refer to section 3.14 of the Covenants regarding grading and Unit drainage changes.

e. **Holiday Decorations.** Holiday decorations may be installed without ARC approval and shall comply with section 3.7 Nuisances of the Covenants and the Governing Documents including; Holiday decoration, attachments and wiring may not be erected sooner than five (5) weeks prior to the holiday and must be removed within four (4) weeks following the holiday.

f. **Hot Tubs, Spas and Jacuzzis.** Hot Tubs, Spas and Jacuzzis must be placed in the back yard and must be an integral part of the deck, patio or gazebo and of the back yard landscaping.

g. **House Painting.** ARC approval is not required if color and color combinations are identical to the original color of the home at the time it was purchased from the Builder. Any changes in color and/or color combinations require ARC approval prior to commencement of such painting. Any proposed changes to color and/or color combinations must be different from neighboring homes.

h. **Play Structures and Sports Equipment.** Play structures (including playhouses, swing sets and jungle gyms) shall be located in the back or side yard. The size of the play structure shall be considered on a case-by-case basis depending on Unit lot size and proximity to neighbors. The maximum height of the structure should not exceed 12 feet. All play structures including canvas playhouse coverings shall be maintained in a good and sightly manner. Inflatable play structures (including pools and jumpy castles) are considered temporary and must be stored inside the home after use.

i. **Pools – Above Ground, Non-Permanent.** Above ground, non-permanent pools designed to be left up after use, for the season, or indefinitely are not permitted.

j. **Signs and Advertising Devices.** ARC approval is not required for signs conforming to 3.5.1 of the Covenants and Rules and Regulation Section i. and ii below. No other sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the community unless approved by the ARC.

(i) Signs for District notification of meetings, political elections, approved yard/garage sales, and For Sale signs, shall conform to Arvada ordinances and be no larger than 36" X 48".

(ii) Burglar alarm notification signs, ground staked or window mounted, 8" x 8"

are acceptable. Other sizes and configurations require ARC approval.

(iii) One political sign is allowed for either political office or ballot issue. This sign may be placed on the Owner's lot, or in a window, no sooner than 45 days prior to election and is to be removed within 7 days following that election.

(iv) Temporary construction or landscaping signs are allowed. Temporary construction or landscaping signs may be displayed during project execution and for a total duration of no more than thirty (30) days.

(v) Flag displays are limited to 3'X 5', mounted on an appropriate pole and attached to the primary residence. Freestanding poles are not permitted.

k. **Storage Sheds, Accessory Buildings, Patio or Deck Enclosures, Gazebos and Pergolas.** ARC approval is required. Approval shall be based upon, but not limited to, the following criteria:

(i) Storage sheds, accessory buildings and gazebos must be aesthetically compatible and consistent with the style of the home.

(ii) Metal, Plastic, PVC and other materials not consistent with original construction by the Builder are not permitted. TREX and engineered composite wood type products consistent with original Builder construction are permitted.

(iii) The size, location and number of accessory buildings, gazebos, etc. shall be considered on a case-by-case basis depending on lot size and proximity to neighbors. Typical storage shed size guideline is no more than 10' x 10' or 11' high from structures grade level at its peak.

(iv) Siding, roofing and trim should match in color and general texture of those on the home, unless otherwise approved by the ARC. In lieu of stone wainscot trim found on many homes, landscaping may be used to visually break up the lower portion of storage sheds and/or accessory buildings.

(v) Existing City and County setbacks required of the Unit (review the plot plan to determine the setback) must be observed when placing storage sheds, accessory buildings and gazebos. The preferred location of accessory buildings and storage sheds is next to the home, not on the Unit lot perimeter.

(vi) A copy of the filed City or County Unit plot plan with the location of the proposed storage shed, accessory building, or patio/deck enclosures, is required with the ARC submission.

l. **Air Conditioners/Heat Pumps.** Utilities and related mechanical and electrical equipment not installed by Builder such as air conditioners, heat pumps, condensers, meters, etc. shall be located so as to minimize their visual and acoustical impact on neighboring properties. Generally, no application is required for the replacement of equipment installed

by Builder provided it is of a similar size and appearance in the original location. Installation of new units shall conform to the following:

- (i) The installation of air conditioners/heat pumps in attached and multi-family housing shall be in accordance with the approved project standards established by the Builder.
- (ii) The size and appearance of the proposed air conditioner/heat pump unit must be appropriate for its residential setting.
- (iii) Through-the-wall and window mounted units are prohibited in attached and multi-family housing units. They are also prohibited on the front of any house.
- (iv) Any air conditioner/heat pump in a highly visible location may require landscape screening or an architectural screen.
- (v) Roof, window or wall mount evaporative “Swamp Cooler” are not permitted.

m. **Antennas/Satellite Dishes.** Antennas/satellite dishes shall conform to 3.5.4 of the Covenants and the Governing Documents and should be selected and located, to the extent possible, to minimize their appearance from the street and neighboring properties. The location should take advantage of screening provided by existing structures and/or vegetation.

- (i) All Satellite Dishes must be one meter (39”) or less in diameter.
- (ii) Based on the required positioning to receive transmissions, antennas/satellite dishes should be placed in an inconspicuous location. They should not be placed in areas where they would constitute a safety hazard.
- (iii) Although certain roof-top antennas are permitted under the Telecommunications Act of 1996, the use of attic antennas (installed in the attic) is encouraged.
- (iv) Antenna/satellite dishes are limited to a maximum height of 12’ above the roof line.
- (v) All wiring for antennas and satellite dishes must be properly secured. In some instances, wiring may be required to be concealed.
- (vi) Satellite dish colors should remain as purchased. Preferred colors are black, gray, tan and other neutral tones. Where other color options exist, they should complement the color of the house to which the dish is attached, e.g. roof or siding color.
- (vii) Other than the brand name, commercial advertising on the dish is prohibited.

(viii) Landscape planting is recommended to screen a dish from view if it is placed in a visible location on the ground.

(ix) Antennas/satellite dishes must be placed on the homeowner's property, not in common areas.

n. **Art Work.** Art work includes, but is not limited to fountains, sculpture/statuary, etc. When considering the type and location of art, the size of the property and proximity to adjacent residences are important factors. Generally, no more than one large piece of art will be permitted on any property.

o. **Decks.** Decks shall be an appropriate size for the area in which it is to be located. It shall be harmonious (in configuration, detail, material and color) with the architecture of the house. Decks shall conform to the deck plan of the Builder for the area of the Property where Unit is located. Modifications or additions to Builder installed decks must incorporate the same materials, colors and detailing as the Builder's or approved existing deck. Trex or similar engineered composite wood type products are the preferred material of construction. Plastic, PVC or similar materials are prohibited.

(i) Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Governing Documents.

(ii) Upper-level decks shall be attached directly to the house. Only ground level decks may be approved as freestanding decks. Decks shall not extend beyond the unit envelope into any common area. Depending on Unit location and orientation, decks should not project beyond the side walls of the house. The side walls of the house are defined as the major (structural) side walls and do not include bay windows, chimney enclosures, porches or other such projections. In certain situations, stairs and some portions of the deck may extend up to 4' beyond the side walls.

(iii) A solid trim board shall be provided on any open side of the deck to conceal the joists and cut ends of the decking. Underdeck screening should be compatible with the architecture of the house and deck. Any lattice must be properly framed and recessed.

(iv) Decks shall be constructed of either a composite material, such as TREX, or wood left to weather naturally or painted/stained in a muted color that is harmonious with the colors of the house.

(v) Railings and other features such as privacy screens for attached housing must match the approved Builder design.

p. **Dog Houses/Runs.** Dog houses and fenced areas must be located so as to minimize their visual and acoustical impact on neighboring properties. The location should be far as possible from neighboring properties, and should take advantage of screening

provided by existing structures and/or vegetation. No more than one dog house/run will be permitted on any one property. Dog houses must be sturdily constructed of durable materials and be finished in a color that blends with its immediate surroundings. Dog run fencing shall comply with Builder fence plan. Plastic, PVC or similar materials are prohibited.

q. **Patios.** A patio shall be designed and located to be harmonious with the architecture of the house and to mitigate the impact of its use upon neighboring properties. In general, the patio shall be an appropriate size for the area in which it is to be located and should be constructed of wood, concrete, slate, brick or other masonry or stone material. Landscaping is recommended for screening. Modifications to existing patios must incorporate the same materials and detailing as the approved existing patio. Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Governing Documents.

r. **Landscaping (Plantings, Retaining Walls and Related Elements).** Landscaping is an integral part of the overall image and character of the Property. It should enhance the architecture of the house, the natural beauty of the environment and the overall quality of the neighborhood. Landscaping is also the preferred means to providing visual privacy.

(i) The current, approved landscape requirements are attached in **Exhibit F**. All new landscape installations and Improvements must meet these requirements. Builder installed landscaping is pre-approved, no approval is required for STANDARD builder installed landscaping.

(ii) For patio homes or Units with an automatic irrigation system maintained by the District, Owner must engage the existing landscape contractor for any tie-in to irrigation system. No drip lines or branch circuits to existing lines may be installed by Owner. No circuits in existing manifolds vaults shall be installed by Owner. Any alteration to existing irrigation system by Owner without ARC approval and executed by the approved, contracted landscape contractor is a violation of the Rules and Regulations.

(iii) Significant structural elements related to landscaping, such as retaining walls, paved areas, steps, etc., must be submitted for review and approval. Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Governing Documents.

(iv) Plant materials should be appropriate in character, habitat, species, size (both installed and mature), number and arrangement for their purpose and surroundings.

(v) Trees. Owner is responsible for compliance with all, City and County laws regarding tree installation and approved tree species. Certain tree species such as Russian Olive are not permitted by the City, County or State.

(vi) Mulch. Mulch material shall be selected recognizing that high winds may be present. Mulches that “knit” together and hold to the ground should be used.

Owner is responsible for any mulch material that blows into other owners property or the common areas of the District.

(vii) Stone used as accent elements, ground cover or paving material should be chosen so that its color, size and installation complement the architecture of the house, the natural environment and associated plan materials. Monolithic paving of yards or covering yards with decorative stones as a primary design element is prohibited.

s. **Exterior Lighting.** ARC approval is required to modify or add exterior lighting. Therefore, the use of motion detector spotlights, spotlights, floodlights or ballasted fixtures (sodium, mercury, multi-vapor, fluorescent, metal halide, etc.) requires ARC approval. Considerations will include, but may not be limited to, the visibility, style and location of the fixture. Exterior lighting for security and/or other uses must be directed at the ground and house, whereby the light cone stays within the property boundaries and the light source does not cause glare to other properties (bullet type light fixtures are recommended).

t. **Retaining Walls.** Walls should be as unobtrusive as possible and built to the minimum height needed and should be securely constructed with tie-backs or dead-men as needed. Walls should be made of durable materials that are compatible in color and appearance with their environment. Depending upon location, brick, heavy timbers, concrete or natural stone are appropriate. Plastic, PVC or similar materials are prohibited.

(i) Changes in grade or drainage pattern must not adversely affect adjoining properties and shall comply with drainage change requirements of the Governing Documents.

(ii) All maintenance, repair or removal cost associated with retaining walls and hardscape material are the responsibility of the Owner.

u. **Security Devices.** Security devices including cameras and alarms shall be selected, located and installed so as to be an integral part of the house and not distract from its architecture and appearance. Cameras and housings, sirens, speaker boxes, conduit and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which attached.

v. **Solar Collectors.** Solar collectors (panels) shall be selected, located and installed so as to minimize their appearance on the house and visibility from neighboring properties and the street. The design, color, configuration and location of the proposed solar collectors must be compatible with the architecture of the house.

(i) No application is required for the replacement of existing approved solar collectors of a similar size and appearance in the currently approved location.

(ii) Where possible, solar collectors shall have a low profile and shall be mounted flat on the roof, parallel with the roof ridge and edges. The size and

number of collectors should be in proportion to the area where they are to be installed.

(iii) All framing, piping, control devices and wiring must be painted a dark color or the color of the roof. Wall mounted utility tie and disconnect may be ANSI grey.

(iv) Ground mounted solar collectors are generally prohibited and will be reviewed on a case-by-case basis.

#### ACCURACY OF INFORMATION

Any person submitting plans to the ARC shall be responsible for verification and accuracy of all components of such submission, including, without limitation, all site dimensions, grades, elevations, utility locations and other pertinent features of the site or plans.



**EXHIBIT B  
NOTICE OF VIOLATION**

TO: \_\_\_\_\_  
(Owner/Tenant)

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF VIOLATION

You are hereby Notified, as the Owner/tenant of the Unit described above that you violated the Districts' Governing Documents. The actions complained of occurred on or about \_\_\_\_\_, 20\_\_\_\_ and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNDER THE DISTRICT'S RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN SEVEN (7) DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND LIABLE BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENCES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR OWNER ACCOUNT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED AND YOU FAIL TO MAKE APPROPRIATE CORRECTION, THE DISTRICT MAY CORRECT THE VIOLATION AT YOUR EXPENSE.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form within (7) days to the District at the address below. The date of receipt at the District will be deemed the date of request.

Leyden Rock Metropolitan District No. 1  
15400 W. 64<sup>th</sup> Ave  
Suite 9E53  
Arvada, CO 80005

Or

[Violation@scmhoa.com](mailto:Violation@scmhoa.com)

Sincerely,

Leyden Rock Metropolitan District No. 1

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

**EXHIBIT C  
FORM OF REQUEST FOR A HEARING**

**REQUEST FOR A HEARING**

I hereby request a hearing on the statements of violation made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_ alleging a violation of the Governing Documents of the Leyden Rock Metropolitan District Nos. 1 & 10.

\_\_\_\_\_  
Owner/tenant's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT D**  
**DESIGN REVIEW REQUEST**

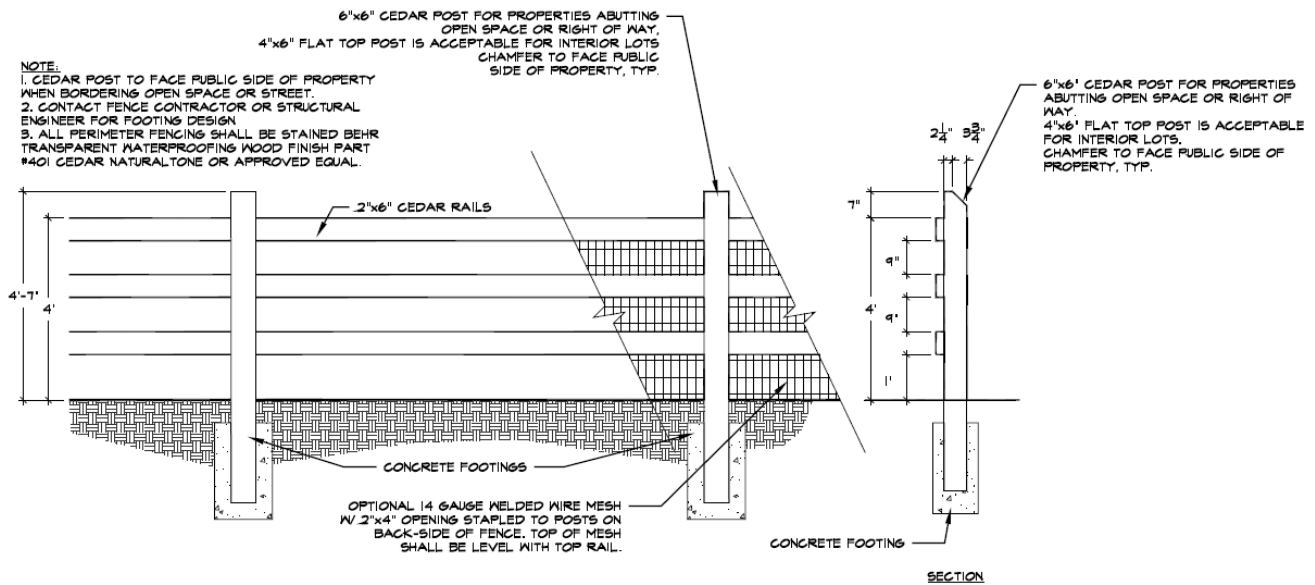
The District or District Manager shall provide a form approved for Design Review Request.

## EXHIBIT E

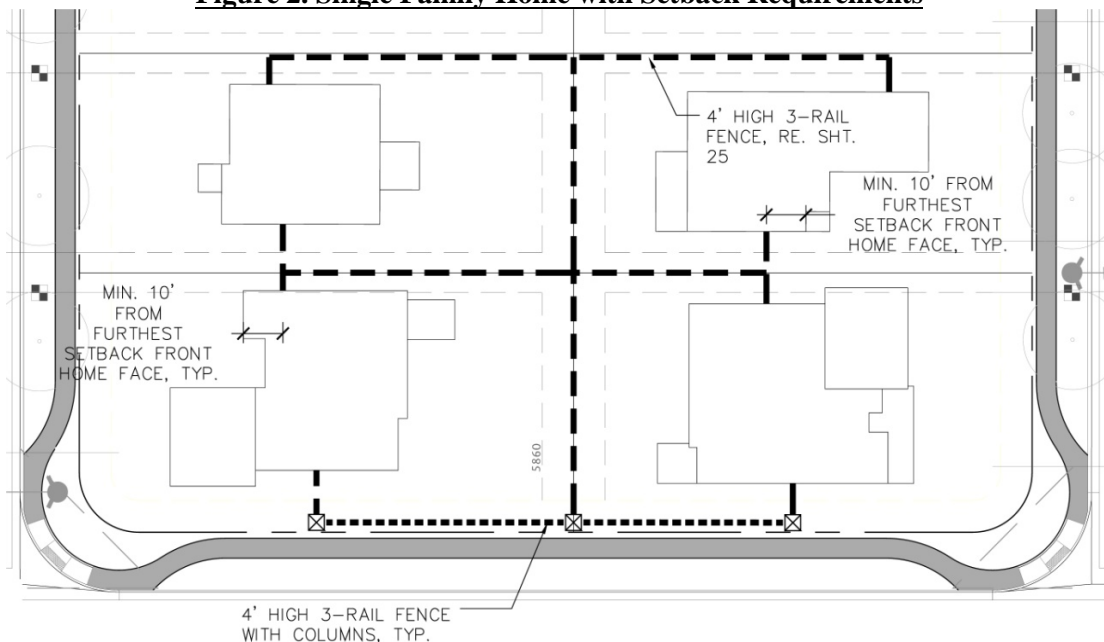
### DISTRICT FENCE SPECIFICATION

The following fence specification is for perimeter lot fencing. Stone column detail, where required on City approved Final Development Plan, is a builder installed feature and is not required on Owner installed fence. Please note minimum required fence setback from front of home. Patio privacy fencing described in 3.c. Design Guidelines shall be submitted by Owner and approved on a case by case basis. Note that all side-yard fencing must be installed on the property line. Perimeter fencing adjoining public property shall be installed with the fence posts at the property line and rails installed on the lot-facing side of the fence. 2" x 6" Cedar rails are required. For interior lot fencing that does not face a right of way, common area or open space, 4" x 6" posts shall be required.

**Figure 1. Fence Detail**



**Figure 2. Single Family Home with Setback Requirements**



## EXHIBIT F

### LANDSCAPE REQUIREMENTS

The use of drought tolerant plants is highly encouraged. **Builder installed landscaping plans are pre-approved; no approval is required for STANDARD builder installed landscaping.** If Owner negotiates alterations or additions to STANDARD landscape offering, approval is required.

#### TIMING OF LANDSCAPE INSTALLATION

The Owner (other than a Developer or Builder) of each Unit shall install landscaping on such Unit, and on adjacent tree lawn areas, within one hundred (180) days after acquisition of the Unit by the Owner if such acquisition closes between April 1 and July 31. If such acquisition does not occur between April 1 and July 31, then all landscaping shall be installed by the Owner by the following June 30.

#### PLANT MATERIAL & LOCATION

Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches and automatic irrigation. In the case of shade or ornamental trees (deciduous), plantings may not be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings may not be installed closer than 10 feet (10') from the property line. Select a variety of plant species including deciduous and evergreen trees and shrubs.

All plant material shall be installed in the following minimum sizes:

Deciduous trees - 2.5" caliper

Ornamental trees - 2" caliper

Evergreen trees - 6' height minimum

Shrubs - 5 gallon container (Ornamental grasses (1 gallon) may be substituted for shrubs at a ratio of 3:1)

Mulch – 1 cubic yard per 80 sq. feet and at a 4" depth

Rock or Stone Mulch – 3/4" minimum to cobble size, minimum 3" depth

Groundcover (excluding mulch), annuals, and perennials - no restrictions

Mulch material shall be selected recognizing that high winds may be present in District. Mulches that "knit" together and hold to the ground should be used.

Thorny plants shall not be located within 20 feet of sidewalks or walkways.

Planting beds must be separated from turf by edging.

See the plant palette below for recommended plant material.

#### STREET TREES

All tree lawns shall contain deciduous trees spaced at one (1) tree per forty (40) linear feet.

#### STANDARD OPTION – FRONT YARD

The area from the back of the sidewalk to the front of the building and side yard wing is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis.

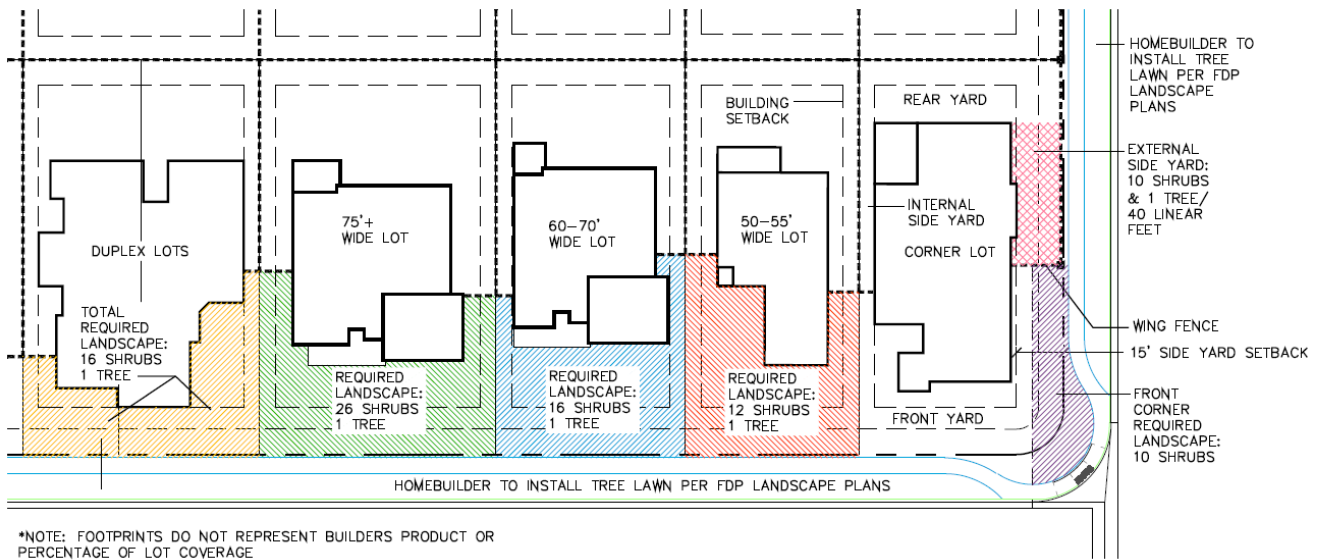
Please refer to Exhibit G “Leyden Rock Lot Size Map” for lot width designation.  
 Turf Requirement: (Artificial Turf is not allowed)

- Adjoining duplex lots - 40% min / 50% max.
- 50-55’ Wide Lot (59’ Max.) - 40% min / 50% max.
- 60-70’ Wide Lot (74’ Max.) - 30% min / 40% max.
- 75’+ Wide Lot - 25% min / 40% max.

Plant material required in the FRONT YARD based on lot width.

- Adjoining duplex lots - 16 shrubs / 1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree
- 50-55’ Wide Lot (59’ Max.) - 12 shrubs / 1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree
- 60-70’ Wide Lot (74’ Max.) - 16 shrubs / 1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree
- 75’+ Wide Lot - 26 shrubs / 1 Deciduous Tree, 1 Evergreen Tree or 1 Ornamental Tree

**Figure 2. Front/Side Yard Plant Material Required**



**SIDE YARDS**

**Internal Side Yard**

- The portion of the lot between neighboring homes defined as the area between the building, side property line, rear of building and behind the front fence wing walls.
- May be covered in rock or mulch, no plant material is required.

**External Side Yards**

- Side yards on corner lots exposed to public view. Defined as the area between the building, back of sidewalk along the side property line, rear of building and behind the front fence wing walls.
- Shall be landscaped with turf, shrubs and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.

**Front Corner Yard**

- The additional landscape area on the front/side of a corner lot. Defined as the area between the back of sidewalk along front and side yards, the front fence wing wall, and 5' from the 15' side yard building setback.
- Shall be landscaped with turf, shrubs and trees and integrated into front yard landscape.
- 10 shrubs min. required.

## REAR YARD

The rear yard is that portion of the lot between the rear property line and the rear of the building.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity. Natural turf shall be limited to no more than 45% of the area to be landscaped.

## IRRIGATION

All landscaping shall include automatic irrigation.

## XERIC OPTION – FRONT YARD

The area from the back of the sidewalk to the front of the building and side yard wing walls is defined as the front yard. Additional appurtenances, landscape elements, and decorative entry features may be allowed and will be reviewed on a case by case basis. The xeric option may also require review by the City.

Turf Requirement: no turf is required.

Rock and inorganic mulches are limited to not more than 50% of the area to be landscaped. 50% of all rock and other mulch areas shall be covered with living plant material.

Brick pavers, asphalt pavers, and natural stone limited to not more than 40% of the landscaped area.

Features: One of the following features shall be incorporated:

Wall – 1 to 2.5 feet high decorative natural stone, stucco or approved option.

Fence – in accordance with the fence requirements of District.

Berms – low earth berm 2.5 feet tall max. slopes not to exceed one foot rise for each 4 feet of run.

Natural Boulders – 2 – two feet by three feet minimum.

## SIDE YARD

The side yard is the portion of the lot between the building, side property line, rear of building and behind the front fence wing walls.

Internal Side Yards – May be covered in rock or mulch, no plant material is required.

External Side Yards - On corner lots exposed to public view, they shall be landscaped by combining visible side and front yard areas and applying front yard standards.

## REAR YARD

The rear yard is that portion of the lot between the rear property line and the rear of the building.

Turf or xeric landscaping is not required except when the rear yard at a corner lot is exposed to public view, then it shall be landscaped with turf or xeric landscaping.

In rear yards there shall be at least 35% long-lived plant material (turf, trees, shrubs or ornamental grasses), no more than 25% short-lived plant material (perennials or annuals), and no more than 25% non-living material. Mulch areas or planting beds in rear yards must have plant material cover the mulch at a rate of 50% coverage at installation and 75% coverage at maturity (see the attached calculation chart). Natural turf shall be limited to no more than 45% of the area to be landscaped. Artificial turf is allowed in the rear yard.

## IRRIGATION

All landscaping shall include automatic irrigation.

## PLANT PALETTE

The following are pre-approved District plant types

COMMON NAME	BOTANICAL NAME
Deciduous Trees	
Thin Leaf Alder	<i>Alnus incana</i>
Aristocrat Pear	<i>Pyrus calleryana</i> 'Aristocrat'
Western Catalpa	<i>Catalpa speciosa</i>
Crimson Spire Oak	<i>Quercus</i> Crimson Spire
Autumn Purple Ash	<i>Fraxinus americana</i> 'Autumn Purple'
Fall Gold Ash	<i>Fraxinus nigra</i> 'Fall gold'
Imperial Honeylocust	<i>Gleditsia triacanthos</i> 'Imperial'
Sunburst Honeylocust	<i>Gleditsia triacanthos</i> 'Sunburst'
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>
Golden Raintree	<i>Koelreuteria paniculata</i>
Plains Cottonwood	<i>Populus sargentii</i>
Swamp White Oak	<i>Quercus bicolor</i>
Burr Oak	<i>Quercus macrocarpa</i>
English Oak	<i>Quercus robur</i>
Columnar English Oak	<i>Quercus robur</i> 'Fastigiata'
Skyline Honeylocust	<i>Gleditsia triacanthos</i> "Skyline"
Greenspire Linden	<i>Tilia cordata</i> 'Greenspire'
Evergreen Trees	
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>
Pinyon Pine	<i>Pinus edulis</i>
Austrian Pine	<i>Pinus nigra</i>
Ponderosa Pine	<i>Pinus ponderosa</i>
Ornamental Trees	
Ginnala Maple	<i>Acer ginnala</i> 'Flame'
Shadblow Serviceberry	<i>Amelanchier canadensis</i>

Thornless Cockspur Hawthorn	<i>Crataegus crus-galli</i> var. <i>inermis</i>
Hopa Crabapple	<i>Malus</i> 'Hopa'
Indian Magic Crabapple	<i>Malus</i> 'Indian Magic'
Spring Snow Crabapple	<i>Malus</i> 'Spring Snow'
American Plum	<i>Prunus americana</i>
Chanticleer Pear	<i>Pyrus calleryana</i> Chanticleer

Deciduous Shrubs

Serviceberry	<i>Amelanchier alnifolia</i>
Indigo Leadplant	<i>Amorpha fruticosa</i> var. <i>angustifolia</i>
Tall Western Sagebrush	<i>Artemisia tridentata</i>
Four-wing Saltbrush	<i>Atriplex canescens</i>
Blue Mist Spirea	<i>Caryopteris x clandonensis</i> 'Blue Mist'
Mountain Mahogany	<i>Cercocarpus montanus</i>
Rabbitbrush	<i>Chrysothamnus nauseosus</i>
Apache Plume	<i>Fallugia paradoxa</i>
Russian Sage	<i>Perovskia atriplicifolia</i>
Lewis Mockorange	<i>Philadelphus lewisii</i>
Purple Ninebark (Diablo)	<i>Physocarpus opulifolus</i> 'Diablo'
Potentilla	<i>Potentilla fruticosa</i> 'McKay's White'
Native Chokecherry	<i>Prunus virginiana melanocarpa</i>
Rocky Mountain Sumac	<i>Rhus glabra cismontana</i>
Woods Rose	<i>Rosa woodsii</i>
Mountain Snowberry	<i>Symphoricarpos oreophilus</i>
Dwarf Korean Lilac	<i>Syringa meyeri</i> 'Paliban'

Evergreen Shrubs

Hughes Juniper	<i>Juniperus horizontalis</i> 'Hughes'
Buffalo Juniper	<i>Juniperus sabina</i> 'Buffalo'
Tammy Juniper	<i>Juniperus sabina</i> 'Tammy'
Sea Green Juniper	<i>Juniperus x media</i> 'Sea Green'

Ornamental Grasses

Blue Avena Grass	<i>Helictotrichon sempervirens</i>
Feather Reed Grass	<i>Calamagrostis acutiflora</i> 'Stricta'
Maiden Hair Grass	<i>Miscanthus sinensis</i> 'Morning Light'
Blue Switchgrass	<i>Panicum virgatum</i> 'Heavy Metal'
Ribbongrass	<i>Phalaris arundinacea</i> 'Picta'
Indian Grass	<i>Sorghastrum nutans</i> 'Sioux Blue'
Mexican Feather Grass	<i>Stipa tenuissima</i>

Perennials

Moonshine Yarrow	<i>Achillea</i> 'Moonshine'
Coreopsis	<i>Coreopsis</i> sp.
Blanket Flower	<i>Gaillardia</i> sp.
Daylily	<i>Hemerocallis</i> (orange, yellow, white, lavender)
Gayfeather	<i>Liatris spicata</i>
Catmint	<i>Nepeta x faassenii</i>
White Evening Primrose	<i>Oenothera caespitosa marginata</i>

Firecracker Penstemon  
Prairie Coneflower  
Black Eyed Susan  
Salvia  
Lavendar Cotton

*Penstemon eatonii*  
*Ratibida columnifera, pulcherrima*  
*Rudbeckia* sp.  
*Salvia sylvestris*  
*Santolina* sp.

EXHIBIT G  
LEYDEN ROCK LOT SIZE MAP

