

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

FOR  
WESTRIDGE ESTATES P.U.D.

THIS DECLARATION is made this 4<sup>th</sup> day of May,  
1989, by WESTERN DEVELOPMENT GROUP, a Colorado general  
partnership ("the Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain real  
property located in the County of Larimer, State of Colorado,  
legally described as follows ("the Property"):

All of Westridge Estates P.U.D. and Westridge M.R.D.,  
according to the recorded Plats thereof, County of  
Larimer, State of Colorado.

WHEREAS, the Declarant desires to establish certain stan-  
dards covering the Property by means of protective covenants to  
insure the lasting beauty, value, and enjoyment of the Property;  
to this end and for the benefit of the Property and the Owners  
thereof, the Declarant desires to subject the Property to the  
easements, covenants, conditions, restrictions, charges, and  
liens hereinafter set forth.

NOW, THEREFORE, the Declarant hereby publishes and declares  
that the Property shall be held, sold, conveyed, transferred,  
leased, subleased, and occupied subject to the following ease-  
ments, covenants, conditions, and restrictions which shall run  
with the Property and shall be binding upon and inure to the  
benefit of all parties having any right, title, or interest in  
the Property or any portion thereof, their heirs, personal  
representatives, successors, and assigns.

ARTICLE I. DEFINITIONS

Section 1: "Approval" or "Consent" shall mean securing the  
prior written approval or consent as required herein before  
doing, making, or suffering that for which such approval or  
consent is required.

Section 2: "Architectural Control Committee" shall mean and  
refer to the committee established to review and approve plans  
for the construction of improvements on Lots as set forth in  
Article VI of this Declaration.

Section 3: "Articles of Incorporation" shall mean the  
Articles of Incorporation of the Association, as the same may  
from time to time be amended.

*[Handwritten signature]* 62

Section 4: "Assessment" shall mean and refer to any assessment levied, charged, or assessed against an Owner and/or his Lot in accordance with the provisions of this Declaration.

Section 5: "Association" shall mean and refer to Westridge Estates P.U.D. Association, a Colorado nonprofit corporation, its successors and assigns.

Section 6: "Board" shall mean and refer to the Board of Directors of the Association.

Section 7: "By-Laws" shall mean and refer to the duly adopted By-Laws of the Association, as the same may from time to time be amended.

Section 8: "Common Area(s)" shall mean and refer to all real property and the improvements presently located or subsequently constructed thereon, which are designated on the Plat for the common use and enjoyment of all Owners. The Common Areas are not dedicated for use by the general public. The definition of "Common Area" shall expressly exclude any public streets or rights of way as shown on the Plat. The Common Area shall be conveyed by the Declarant to the Association, free and clear of liens and encumbrances, prior to the conveyance of the first Lot to an Owner.

Section 9: "Common Expenses" shall mean and refer to the actual cost to the Association of the following: repair, maintenance, renovation, and improvement of the Roads and Common Area; management and administration of the Association; legal and accounting fees; insurance premiums; wages; expenses and liabilities incurred by the Association pursuant to or by reason of this Declaration; the payment of any deficit from a previous period; and the creation of a reasonable reserve fund. It shall be mandatory for the Association to establish out of the annual assessment an adequate reserve fund for maintenance, repair, and replacement of those elements of the Roads and Common Area that must be replaced on a periodic basis.

Section 10: "Declarant" shall mean and refer to Western Development Group, a Colorado general partnership, or any person or entity that purchases all or a portion of the Property with the intent to develop and sell the Property in more than one parcel if such person or entity assumes in writing the obligations of the Declarant under this Declaration.

Section 11: "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Westridge Estates P.U.D. and Westridge M.R.D. and all properly adopted amendments thereto.

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Section 12: "First Mortgagee" shall mean and refer to an institutional lender who holds either a first deed of trust or a first mortgage on a Lot.

Section 13: "Lot" shall mean and refer to each individual lot of the Property intended to be sold, transferred, or conveyed as a separate parcel by the Declarant, as designated on the Plat.

Section 14: "Member" shall mean and refer to each person who has an ownership interest in a Lot.

Section 15: "Mortgage" shall mean and refer to a mortgage, deed of trust, or other similar security instrument held or owned by a Mortgagee which encumbers any Lot.

Section 16: "Mortgagee" shall mean and refer to a Mortgagee under a Mortgage or a beneficiary under a deed of trust or similar security instrument. For the purpose of this Declaration, no person shall be deemed a Mortgagee until written notice of such interest has been given to the Association, together with the name and address of the Mortgagee.

Section 17: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot, but excluding those having such interest merely as a security for the performance of an obligation. In the event a Lot is sold by what is commonly known as an installment land contract or contract for deed, the purchaser under such contract shall be the "Owner" for purposes of this Declaration and the seller shall be considered to have an interest in the Lot which is the subject of the contract as security for the performance of the contract by the purchaser.

Section 18: "Plat" shall mean and refer to the Plat of Westridge Estates P.U.D. and the Plat of Westridge M.R.D., collectively, recorded in the office of the Clerk and Recorder of Larimer County, Colorado, and any amendments thereto or supplements thereof.

Section 19: "Property" shall mean and refer to that certain real property situated in the County of Larimer, State of Colorado, legally described as Westridge Estates P.U.D. and Westridge M.R.D., according to the recorded Plat thereof, County of Larimer, State of Colorado.

Section 20: "Residence" shall mean and refer to a single-family residential dwelling constructed or to be constructed on a Lot.

Section 21: "Roads" shall mean and refer to all roads within the Property as designated on the Plat which do not receive

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County maintenance. ("Roads" shall not include private driveways to be constructed and maintained by the Owners of individual Lots.)

Section 22: "Single-family" shall mean and refer to any individual or group of persons related by blood or marriage or any unrelated group of not more than three (3) persons living together in a Residence.

ARTICLE II. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1: Membership. Every Owner of a Lot shall become a Member of the Association upon acquisition of said Lot. Membership shall be appurtenant to, and may not be separated from, ownership of the Lot. Membership shall pass by operation of law upon the sale of such Lot, which sale may be by deed or by installment land contract.

Section 2: Voting. Each Owner shall have one (1) vote for each Lot owned. When more than one person or entity holds a beneficial interest in a Lot as a joint tenant, tenant in common, or otherwise, all such persons shall be Members of the Association, but shall be considered as only one (1) Owner for voting purposes.

Section 3: Association Rules and Regulations. The Association shall have the right and the power, through its Board of Directors, to adopt such reasonable rules and regulations as it, in its sound discretion, shall determine from time to time necessary to regulate and govern the use of the Common Areas; provided, however, that said rules and regulations shall not be discriminatory.

} NONE AS OF 11/1/75

ARTICLE III. OWNERS' RIGHTS

Section 1: Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the maintenance, repair, renovation, management, and control, for the benefit of the Members, of the Roads and Common Area and all improvements thereon and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair.

Section 2: Owners' Rights. Every Owner of a Lot shall have a nonexclusive right and easement in and to all of the Common Areas, which shall be appurtenant to and shall pass with the title to each Lot. An Owner's right and easement of enjoyment in and to the Common Areas shall not be exercised in any manner which substantially interferes with the rights of any other Owner with respect thereto and shall be subject to the following:

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(a) The right of the Association to charge reasonable fees and Assessments to meet the estimated Common Expenses.

(b) The right of the Association to suspend the right of any Owner to use the Common Areas for any period during which the Common Expenses assessed against such Owner's Lot remain unpaid.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas owned by the Association to any public agency, authority, or utility company, subject to such restrictions as may be provided in this Declaration or in the Articles of Incorporation.

(d) *See 4th Amendment*

Section 3: Delegation of Use. Any Owner may delegate his right to use the Common Areas to the members of his family, his guests, invitees, and tenants, subject to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any rules or regulations adopted by the Association.

*Section 4 - See 1st Amendment*

ARTICLE IV. ASSESSMENT FOR COMMON EXPENSES

Section 1: Personal Obligation of Owners for Common Expenses. The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all Assessments imposed by the Association to meet the estimated Common Expenses. Assessments for the estimated Common Expenses shall be due annually or at such other intervals as may be set by the Association from time to time. The Association shall prepare and deliver by mail to each Owner a statement for the annual Assessment for Common Expenses.

Section 2: Amount of Assessment. The amount of the Assessment for the estimated Common Expenses which shall be paid by each Owner shall be determined by dividing the aggregate sum the Association reasonably determines to be paid by all Owners by the total number of Lots within the Property, and the Owner of each Lot shall pay his proportionate share of such aggregate sum.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be Two Hundred Fifty Dollars (\$250) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index for the

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Denver/Boulder region (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding two (2) years, and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of seventy-five percent (75%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum and basis of the Assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under this Declaration and the Articles of Incorporation.

(c) The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Roads or a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of seventy-five percent (75%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all Lots.

Section 7: Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Declarant to the Association. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8: Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Colorado shall be exempt from the Assessments created herein, except no land or improvements devoted to residential use shall be exempt from said Assessments.

Section 9: Provision for Maintenance by Larimer County. In the event the Association shall fail to maintain the Roads and Common Areas in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners for Larimer County may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Roads and Common Areas in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days thereof, and shall state the date and place of a hearing thereon, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof are not cured within thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the Property and to prevent the Common Areas and Roads from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association, shall call a public hearing upon notice to such Association and to the Owners, to be held by the Board of County Commissioners, at which hearing such Association or the Owners shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that the Association is ready and able to maintain the Common Areas and Roads in a reasonable condition, the County shall cease to maintain the Roads and Common Areas at the end of said year. If the Board of County Commissioners shall determine such organization is not

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ready and able to maintain the Common Areas and the Roads in a reasonable condition, the County may, in its discretion, continue to maintain said facility during the next succeeding year, subject to a similar hearing and determination in each year thereafter.

The cost of such maintenance by the County shall be paid by the Owners, and any unpaid Assessments shall become a tax lien upon the Lots. The County shall file a notice of such lien in the office of the Clerk and Recorder upon the Lots affected by such lien and shall certify such unpaid Assessments to the County Treasurer for collection, enforcement, and remittance in the manner provided by law for the collection, enforcement, and remittance of general property taxes.

#### ARTICLE V. LIEN FOR NONPAYMENT OF ASSESSMENTS

Section 1: Effect of Nonpayment of Assessments, Remedies of the Association. It shall be the duty of each Owner to pay his proportionate share of all Assessments made by the Association pursuant to this Declaration. Unpaid Assessments shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum. In addition, any Owner who fails to pay an Assessment when due ("the Defaulting Owner") shall be obligated to pay to the Association on demand all costs and expenses incurred by the Association, including reasonable attorney's fees, in attempting to collect the delinquent Assessment. The total amount due from a Defaulting Owner, including unpaid Assessments, interest, costs, and attorney's fees, shall constitute a lien on the Defaulting Owner's Lot prior to all other liens and encumbrances, recorded or unrecorded, except (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state and federal taxes which, by law, are a lien on the interest of such Owner prior to the preexisting recorded encumbrances thereon; and (b) all sums unpaid on a First Mortgage. The lien for unpaid Assessments herein created shall be prior to and superior to any homestead exemption or other exemption under or by virtue of any law of the United States or State of Colorado now existing or hereafter enacted; and each Owner, by acceptance of a deed to a Lot, expressly waives and releases any such homestead right or exemption, but only with respect to the Assessment lien. Any First Mortgagee who obtains title to a Lot pursuant to foreclosure or a deed in lieu of foreclosure will acquire such Lot, free and clear of any claim or lien for unpaid assessments which accrue prior to the date the First Mortgagee would be entitled to receive a deed from the public trustee, sheriff, or other foreclosing agent, regardless of whether the First Mortgagee actually obtains or records such deed.

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**Section 2: Evidence of Lien.** To evidence such lien for unpaid Assessments, the Association shall prepare a written notice setting forth the amount, the name of the Defaulting Owner, and a description of the Defaulting Owner's Lot. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the records of the Clerk and Recorder of Larimer County, Colorado. Such lien may be enforced by foreclosure by the Association of the Defaulting Owner's Lot in like manner as mortgages on real property. The lien provided herein shall be in favor of the Association and for the benefit of all Owners. In any such foreclosure, the Defaulting Owner shall be required to pay all costs and expenses of such proceedings; the costs, expenses, and attorney's fees for filing the notice of claim of lien; and all reasonable attorney's fees incurred in connection with such foreclosure. The Defaulting Owner shall also be required to pay to the Association any Assessments due and owing during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. Any encumbrancer holding a lien on a Lot may, but shall not be required to, pay any unpaid Assessments due and owing with respect thereto; and upon such payment, such encumbrancer shall have a lien on such Lot for the amount paid of the same rank as the lien of his or its encumbrance.

**Section 3: Personal Obligation to Pay Assessments.** Assessments made by the Association against each Owner shall be the personal and individual debt of the Owner at the time the Assessment is made. Suit to recover a money judgment for unpaid Assessments, interest, costs, expenses, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. No Owner may exempt himself from liability for such contribution toward the Common Expenses by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

**Section 4: Liability of Grantee.** Except for a First Mortgagee who acquires title to a Lot pursuant to foreclosure or a deed in lieu of foreclosure as provided in Section 1 hereinabove, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against the Lot assessed and due prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that upon written request and payment of a reasonable fee established by the Association not to exceed Twenty Dollars (\$20), any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments, if any, with respect to the subject Lot; the amount of the current Assessment; the period covered by the

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current Assessment; the date the current Assessment comes due; and the statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with by the Association within ten (10) days of such request, then the grantee shall not be liable for, nor shall the Lot be conveyed subject to, a lien for any unpaid Assessments against the subject Lot as of the date of the request for statement of indebtedness.

**ARTICLE VI. ARCHITECTURAL CONTROL**

**Section 1: Architectural Control Committee.**

(a) Membership. The Architectural Control Committee shall consist of three (3) persons. So long as the Declarant is the Owner of fourteen (14) or more Lots, the Declarant shall appoint the members of the Architectural Control Committee. At such time as the Declarant is no longer the Owner of fourteen (14) or more Lots within the Property, then the members of the Architectural Control Committee shall be appointed by the Board of Directors from among the members of the Association.

(b) Term. Each member of the Architectural Control Committee shall serve at the pleasure of the person or entity appointing such member. In the event of the death or resignation of any member of the Architectural Control Committee, the person or entity that appointed such member shall appoint a successor.

(c) Decisions. All decisions of the Architectural Control Committee shall be by a majority vote of those members of the Committee present at a meeting at which a quorum is present. A majority of the members of the Architectural Control Committee shall constitute a quorum.

(d) Compensation. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this Declaration.

(e) Delegation. The Architectural Control Committee shall have the power to delegate the responsibility for reviewing any application submitted to the Architectural Control Committee to a professional architect, landscape architect, engineer, or other professional person who is qualified to pass on the issues raised in the application. The Architectural Control Committee shall also have the power to require that the applicant pay the fees reasonably incurred by the Architectural Control Committee in retaining such professional to review the application submitted.

(f) Nonliability. No member of the Architectural Control Committee shall be liable to the Association or to any

Owner or member for any loss, damage, or injury arising out of or in connection with the performance of the duties of the Architectural Control Committee under this Declaration, unless such action constitutes willful misconduct or bad faith on the part of the Architectural Control Committee. Review and consideration of any application submitted to the Architectural Control Committee shall be pursuant to this Declaration, and any approval granted shall not be considered approval of the structural safety or integrity of the improvements to be constructed or conformance of such improvements with building codes, zoning resolutions, subdivision regulations, or other governmental rules and regulations applicable to the Property.

Section 3: Control. No construction, alteration, addition, modification, decoration, redecoration, or reconstruction of any building, fence, wall, structure, or other improvement within the Property shall be commenced or maintained until the plans and specifications thereof shall have been approved by the Architectural Control Committee.

Section 4: Submission. Each application for approval shall include the following:

(a) Two (2) complete copies of a site plan of the Lot. The site plan shall show the following information with a scale of one (1) inch on the plans for each twenty (20) feet of actual distance on the Lot:

- (i) Finished elevation of the improvement.
- (ii) A building footprint with dimensions from front, rear, and side property lines of the Lot.
- (iii) Driveways and walkways located on the Lot.
- (iv) Any existing structures on the Lot.
- (v) Location of improvements with respect to utility lines and facilities.

(b) Two (2) complete sets of construction plans and specifications. Said plans and specifications shall include the following minimum information:

- (i) Floor plans of all levels of any Residence, which plans shall contain sufficient detail to describe the elements of the floor plan design.
- (ii) Total square footage for each level of any Residence.

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(iii) Building elevations on all sides of the proposed structure containing sufficient detail to determine roof form and material, window locations, siding material, and door placement.

(iv) A written description of the materials to be used in the roof and exterior walls of the structure.

(v) The size, type, and material to be incorporated in any fencing to be located on the Lot.

(vi) The color of any paint or stain to be applied to the improvements.

Section 5: Rules and Guidelines. The Architectural Control Committee may issue rules setting forth procedures for the submission of plans for approval and may also issue guidelines setting forth the criteria that the Architectural Control Committee will use in considering plans submitted to it for approval.

Section 6: Review of Plans and Specifications. The Architectural Control Committee shall consider and act upon any and all requests submitted for its approval. The Architectural Control Committee shall approve plans and specifications submitted to it only if it determines that the construction, alteration, and additions contemplated thereby, and in the location as indicated, will comply with this Declaration, will serve to preserve and enhance the values of Lots within the Property, and will maintain a harmonious relationship among structures, vegetation, topography, and the overall development of the Property. The Architectural Control Committee shall consider the quality of workmanship, type of materials, and harmony of exterior design with other Residences located within the Property. Should the Architectural Control Committee fail to approve or disapprove the plans and specifications submitted to it by an Owner of a Lot within thirty (30) days after complete submission of all required documents, then such approval shall not be required; provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates any of the covenants or restrictions contained in this Declaration. The issuance of a building permit or license for the construction of improvements inconsistent with this Declaration shall not prevent the Association or any Owner from enforcing the provisions of this Declaration.

Section 7: No Waiver of Future Approval. The approval by the Architectural Control Committee of any proposal or plans and specifications for any work to be done on a Lot shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans, specifications, drawings, or other matter subsequently or additionally submitted for approval by the same Owner or by another Owner.

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Section 8: Construction. Construction of a Residence or other structure approved by the Architectural Control Committee shall commence within three (3) months after approval of the plans and specifications, and the Owner shall thereafter proceed diligently with such construction. The exterior of any such structure shall be completed within six (6) months of the date of commencement of construction. The Architectural Control Committee may grant an extension of the foregoing time periods for good cause and when such extension is requested by the Owner. Upon approval of plans and specifications for the construction of a Residence on a Lot, the Architectural Control Committee shall have the right to require the Owner of the Lot to deliver to the Architectural Control Committee a reasonable amount not to exceed Two Hundred Fifty Dollars (\$250) to be held by the Architectural Control Committee as a clean-up deposit ("the Deposit"). The Deposit shall be returned to the Owner within thirty (30) days after the Residence has been completed and all excess debris removed from the Lot. If the exterior of the Residence is not completed within six (6) months after the date of commencement of construction, then the Owner shall forfeit the Deposit. (Forfeiture of the Deposit based upon the failure to complete construction of the Residence within the time permitted shall not limit any right which the Association may have to enforce the terms of this Declaration.) If the Residence is completed within six (6) months of commencement of construction, but all excess debris has not been removed from the Lot within such time period, then the Architectural Control Committee shall have the right, but not the obligation, to enter upon the Lot and remove such excess debris and deduct the cost of such removal from the Deposit. The balance of the Deposit, if any, shall be returned to the Owner within thirty (30) days after all excess debris has been removed from the Lot.

Section 9: Landscaping. Within three (3) months after the issuance of a certificate of occupancy for the Residential Dwelling, the Owner shall submit two (2) complete copies of a landscape plan to the Architectural Control Committee. The landscape plan shall show the location of any trees, shrubs, grass, or other landscaping on the Lot at the time of application and all trees, shrubs, grass, and other landscaping proposed to be installed on the Lot. The Architectural Control Committee shall review the landscape plan to determine whether the proposed landscaping is compatible with landscaping installed or proposed on other Lots within the Property, whether the proposed landscaping will maintain a harmonious relationship within the Property, and whether the proposed landscaping will serve to preserve and enhance the values of Lots within the Property. Should the Architectural Control Committee fail to approve or disapprove the landscape plan within thirty (30) days after a completed landscape plan is submitted to the Architectural Control Committee, then such approval shall not be required. All

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landscaping shown on the landscape plan shall be installed on the Lot by the Owner within one (1) year after issuance of a certificate of occupancy for the Residential Dwelling constructed on the Lot. Prior to completion of the landscape plan, each Owner is responsible for maintaining his Lot, including keeping the Lot free of debris, trash, and weeds. Large portions of the Lot may be maintained in their native state, subject to the approval of the Architectural Control Committee.

If the Owner fails to submit the landscape plan to the Architectural Control Committee within three (3) months after the issuance of a certificate of occupancy for the Residence constructed on the Owner's Lot or if the landscape plan submitted by the Owner is not acceptable to the Architectural Control Committee, then the Association shall have the right, but not the obligation, to enter upon the Lot and install such landscaping as the Architectural Control Committee deems appropriate consistent with the landscaping on other Lots within the Property. If the Owner fails to install all landscaping shown on an approved landscape plan within one (1) year after the issuance of a certificate of occupancy for the Residential Dwelling constructed on the Lot, then the Association shall have the right, but not the obligation, to enter upon the Lot and install the landscaping shown on the landscape plan. In the event the Association installs landscaping on a Lot pursuant to the terms of this provision, the Owner shall reimburse the Association for all costs and expenses incurred in installing such landscaping within ten (10) days after notice from the Association of the costs incurred by the Association in installing such landscaping. If the Owner fails to reimburse the Association for the costs of installing the landscaping as herein provided, such costs shall become an unpaid assessment, which may be collected by the Association in the same manner as all other assessments pursuant to Article V of this Declaration.

Section 10: Use Restrictions and Building Type. No building or other structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family Residence per Lot, with attached or detached garage, and other appurtenant structures.

Section 11: Temporary Structures. No structure of a temporary character, including, by example and not limitation, trailers, converted trailers, shacks, basements, tents, garages, or accessory buildings, shall be used on any Lot as a residence, temporarily or permanently.

Section 12: Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot unless

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it is placed at least thirty-seven (37) feet from the intersection of both streets. No tree or obstruction shall be permitted to remain on a corner Lot unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Section 13: Building Size. No Residence shall be erected, altered, or permitted to remain on any Lot of the Property unless the ground floor area thereof, exclusive of basements, open porches, and garages, is not less than eighteen hundred (1,800) square feet for a single-story Residence and a total of twenty-one hundred (2,100) square feet for a multi-level Residence. The square footage of basements, walk-outs, and garden levels shall not be included in determining the square footage of a multi-level Residence. For purposes of this provision, the terms "basement," "walk-out," and "garden levels" shall mean any level, a portion of which is constructed below the ground elevation.

Section 14: Garages. Each Residence shall include an attached or detached garage having space for not less than two (2) vehicles.

Section 15: Fences. The Owner of each Lot, within six (6) months after the acquisition of the Lot from the Declarant, shall construct a green-tinted, two-rail, tenon-jointed fence along the front boundary of the Lot the same as the existing fence bordering a portion of Westridge Drive. If the Owner of a Lot desires to fence the perimeter boundary of the Lot, the fence shall be a green-tinted, two-rail, tenon-jointed fence the same as that constructed along the front boundary of the Property. An Owner may construct a privacy fence around a patio, deck, garden, or other enclosed area, provided that such fence shall be approved by the Architectural Control Committee. Notwithstanding the above, Lots 32 and 33 shall not be required to fence their front property boundaries, but any perimeter fencing on these Lots shall be the above described two-rail, green-tinted, tenon-jointed fence.

Section 16: Clotheslines. Any clothesline to be installed on the Property must be approved by the Architectural Control Committee and must be retractable.

Section 17: Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electro-magnetic radiation, including, by example and not limitation, satellite dishes, shall be erected, used, or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee.

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Section 18: Storage of Vehicles. Boats, campers, recreational vehicles, snowmobiles, all-terrain vehicles, motor homes, trailers, machines, and inoperative automobiles shall not be stored or permitted to remain on any Lot, except within fully-enclosed garages or within fully-screened, fenced areas approved by the Architectural Control Committee. For purposes of this provision, any disassembled or partially disassembled car or truck, or any car or truck which has not been moved under its own power for more than one (1) week shall be considered an inoperative automobile subject to the terms of this provision.

*Replaced by 1st Amend*

Section 19: Maintenance of Lots and Improvements. Each Owner shall keep or cause to be kept all buildings, fences, and other structures located on his Lot in good repair. Rubbish, refuse, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed containers, shall not be allowed to accumulate on any Lot, and shall be disposed of in a sanitary manner. No Lot shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition and shall be stored inside a garage or other approved structure. No trash, litter, or junk shall be permitted to remain exposed upon any Lot and visible from adjacent streets or other Lots. Burning of trash on any Lot shall be prohibited. No lumber or other building materials shall be stored or permitted to remain on any Lot unless screened from view from other Lots and from the streets, except for reasonable storage during construction.

Section 20: Nuisance. Nothing shall be done or permitted on any Lot which is or may become a nuisance. No obnoxious or offensive activities or commercial businesses or trades shall be conducted on any Lot, except home occupations as defined and permitted by the zoning resolution of Larimer County, Colorado, or other governmental entity having jurisdiction over the Property. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will create an eyesore. No substance, thing, or material which emits foul or obnoxious odors or causes any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots shall be permitted on any Lot.

Section 21: Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, with the following exception:

Household pets such as dogs and cats shall be permitted on any Lot, provided that all dogs shall be restricted by leash or chain or confined by fence within the Lot or are properly trained and are at all times within the control of and controlled by the Owner. Household pets may not be kept, bred, or

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maintained on any Lot for commercial purposes. No more than two (2) adult dogs and two (2) adult cats shall be kept on any one Lot.

Section 23: Damage or Destruction of Improvements. In the event any Residence or other structure constructed on a Lot is damaged, either in whole or in part, by fire or other casualty, said Residence or other structure shall be promptly rebuilt or remodeled to comply with this Declaration; or in the alternative, if the Residence or other structure is not to be rebuilt, all remaining portions of the damaged structure, including the foundation and all debris, shall be promptly removed from the Lot, and the Lot shall be restored to its natural condition existing prior to the construction of the Residence or other structure.

Section 24: Storage Tanks and Containers. No elevated tanks of any kind shall be erected, placed, or permitted to remain on any Lot unless such tanks are screened from view from other Lots and from the streets by fencing or landscaping in a manner approved by the Architectural Control Committee. All air conditioning, refrigeration, cooling, heating, or other mechanical equipment or system which is located outside of a Residence or other structure on a Lot shall be screened from view from other Lots and from the streets by fencing or landscaping approved by the Architectural Control Committee.

Section 25: Signs. No sign of any character shall be displayed or placed upon any Lot, with the following exceptions: (a) one (1) sign per Lot of not more than six (6) square feet in total area advertising a Lot for sale shall be permitted on any Lot; (b) the Declarant or the Association shall have the right to place a permanent sign at the entrance to the Property, identifying the development; (c) until such time as the Declarant is no longer the Owner of a Lot, the Declarant or his agents shall have the right to place one or more signs on the Property, without limitation of size, offering the Property or Lots of the Property for sale; and (d) additional signs may be permitted if approved by the Architectural Control Committee.

*EXCEPTIONS  
PERMITTED:  
Dog Signs  
Home Use  
all signs*

Section 26: Trash Collection. The Association, acting through its Board of Directors, shall have the right to require that any trash collection within the Property be performed by one company and that trash be collected from all Lots by such company on the same day of each week. The Board of Directors shall select the trash company based on competitive bids. The cost of trash collection shall be paid by each Owner directly to the trash collection company, and the Association shall not have the duty to assess the cost of trash collection as a Common Expense. Nothing herein contained shall be construed to prohibit an Owner from personally disposing of trash from his Lot. This Section 26

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shall not apply to a contractor during the construction of a Residential Dwelling or other improvements on a Lot. The Contractor may dispose of trash, rubbish, debris, and other construction materials from the Lot either personally or by contracting with a trash collection company. The trash collection company may remove trash, rubbish, debris, and other construction materials from the Lot during the construction of the Residential Dwelling as often as the contractor deems appropriate.

Section 27: Mineral Extraction. No mining or extraction of oil, gas, gravel, or other minerals shall be permitted on any Lot.

Section 28: Color. All Dwellings and other structures constructed on any Lot shall be stained or painted earth-tone colors as approved by the Architectural Control Committee.

*many exceptions*

Section 29: Siding. Not less than thirty percent (30%) of the gross area of the front of each residence shall be constructed of brick or other masonry approved by the Architectural Control Committee. The gross area of the second story and the garage door shall be excluded from the gross area of the front of the residence for purposes of determining the percentage of brick to be included on the front of the Residence. The gross area of the front door and any windows shall be included in determining the total gross area of the front of the Residence.

Section 30: Roof. The roof of each Residence shall have a minimum 6/12 pitch and a minimum overhang of twelve (12) inches.

Section 31: Driveways. All driveways shall be constructed of asphalt or concrete pavement or other hard surfacing approved by the Architectural Control Committee. The Owner of each Lot shall install a culvert at the entrance to his driveway as required by the Larimer County Engineer.

Section 33: Resubdivision. No Lot may be further subdivided without the approval of the Architectural Control Committee. This provision shall not be construed to prohibit or prevent the dedication or conveyance of any portion of a Lot as an easement for public utilities.

*Section 34 See 4th Amend*  
*Section 35*

ARTICLE VII. DRAINAGE

Section 1: Knowledge. The soils within the State of Colorado consist of both expansive soils and low-density soils which will adversely affect the integrity of the Residence if the Residence and the Lot on which it is constructed are not properly maintained. Expansive soils contain clay minerals which have the

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characteristic of changing volume with the addition or subtraction of moisture, thereby resulting in swelling and/or shrinking soils. The addition of moisture to low-density soils causes a realignment of soil grains, thereby resulting in consolidation and/or collapse of the soils.

Section 2: Moisture. Each Owner of a Lot shall use his or her best efforts to assure that the moisture content of those soils supporting the foundation and the concrete slabs forming a part of the Residence constructed thereon remain stable and shall not introduce excessive water into the soils surrounding the Residence.

Section 3: Grading. Each Owner of a Lot shall maintain the grading and drainage patterns of the Lot as indicated in the subdivision plans on file with the Planning Office of Larimer County, Colorado.

Section 4: Water Flow. The Owner of a Lot shall not impede or hinder in any way the water falling on the Lot from reaching the drainage courses established for the Lot and the Property.

Section 5: Disclaimer. The Declarant shall not be liable for any loss or damage to the improvements constructed on any Lot caused by, resulting from, or in any way connected with soil conditions on any Lot.

ARTICLE VIII. INSURANCE

Section 1: Insurance. All insurance, other than title insurance, carried in connection with the Common Area, shall be governed by the provisions of this Article VIII.

Section 2: Insurance Requirements Generally. The Association shall obtain and maintain in full force and effect at all times certain casualty, liability, and other insurance as herein-after provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized and licensed to do business in the State of Colorado.

To the extent possible, the casualty, property, and liability insurance shall: (i) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents, and members; (ii) provide that the insurance cannot be cancelled, invalidated, or suspended on account of the conduct of the Association, its officers, directors, employees, and agents; (iii) provide that the policy of insurance shall not be terminated, cancelled, or substantially modified without at least thirty (30) days' prior written notice to the Association; and (iv) provide for a standard Mortgagee's clause in favor of all First Mortgagees.

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Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice and which shall be consistent with the requirements of any First Mortgagees. Any loss falling within the deductible portion of a policy shall be borne by the Association and collected through annual or special assessments. The cost and expense of all insurance obtainable by the Association shall be paid out of Association funds collected by Assessments. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policy is sufficient to make any necessary repairs or replacement of insured property which may be damaged or destroyed.

Section 3: Common Area Casualty Insurance. The Association or its agents shall obtain and maintain at all times the following insurance coverages: (i) all risk coverage or the nearest equivalent available for the full replacement cost of any improvements within the Common Area; and (ii) all risk coverage or the nearest equivalent available for any personal property of the Association. The casualty insurance coverages identified in this section shall be carried in blanket policy form naming the Association as the insured, and shall provide that it cannot be cancelled by either the insured or the insurance company until after at least thirty (30) days' prior written notice is given to the Association and each First Mortgagee.

The insurance described in this section shall be inflation coverage insurance, if such insurance is available, which insurance at all times represents one hundred percent (100%) of the replacement cost of any and all facilities in the Common Area except land, foundation, excavation, and other items normally excluded hereof. The Association shall, at least every three (3) years, obtain an appraisal for insurance purposes which shall be maintained as a permanent record showing that the insurance in any year represents one hundred percent (100%) of the replacement value of the facilities in the Common Area.

Section 4: Common Area Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance, including nonowned and hired automobile liability coverage, owned automobile liability coverage (if there are any owned automobiles), personal injury liability coverage covering liabilities of the Association, its officers, directors, employees, agents, and members arising in connection with ownership, operation, maintenance, occupancy, or use of the Common Area and any other area the Association is required to restore, repair, or maintain pursuant to this Declaration, with bodily injury liability limits not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) aggregate. Each policy shall include a "severability of interest" endorsement.

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Section 5: Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

Section 6: Association Fidelity Insurance. The Association shall also maintain adequate fidelity coverage, if available at reasonable cost, to protect against dishonest acts on the part of directors, officers, agents, and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as an obligee; (ii) be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Assessments; (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iv) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days' written notice to the First Mortgagees and the Association.

Section 7: Notice Upon Loss. In the event that there shall be any damage, destruction, or loss to the Common Areas, which damage, destruction, or loss exceeds the lesser of (i) a material portion of the Common Areas; or (ii) the sum of Ten Thousand Dollars (\$10,000), then notice of such damage, destruction, or loss shall be given by the Association to all First Mortgagees with respect to such damage, destruction, or loss to the Common Areas. All such notices shall be forwarded within ten (10) days after the occurrence of such event.

Section 8: Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

#### ARTICLE IX. DAMAGE OR DESTRUCTION

Damage to Common Area. In the event of damage or destruction to all or a portion of the Common Area due to fire or other disaster, the insurance proceeds shall be applied by the Association to the reconstruction and repair of the Common Area unless seventy-five percent (75%) of the Owners and seventy-five percent (75%) of the First Mortgagees agree otherwise. If the insurance proceeds with respect to such Common Area damage or destruction are insufficient to repair and reconstruct the damaged or destroyed Common Area, the Association shall present to the Members a notice of special assessment for the approval by the membership in accordance with Article IV, Section 4. If such assessment is approved, the Association shall make such assessment and shall proceed to make such repairs or reconstruction. If such assessment is not approved, or if

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seventy-five percent (75%) of the Owners and seventy-five percent (75%) of the First Mortgagees agree otherwise, then the insurance proceeds shall be used for the future maintenance of the Common Area. If an assessment is approved, the assessment to each Owner and Lot shall be in the same percentage as provided for the payment of annual assessments. Such assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after written notice thereof. The assessment provided for herein shall be a debt of each Owner and a lien on his Lot thereon and may be enforced and collected by foreclosure proceedings in the courts. Upon approval of seventy-five percent (75%) of the Owners and seventy-five percent (75%) of the First Mortgagees, the insurance proceeds with respect to such Common Area damage or destruction may be distributed to the Owners, provided that any such distribution shall be made by check payable jointly to each Owner and the First Mortgagee, if any, of such Owner's Lot.

ARTICLE X. CONDEMNATION

Condemnation. If, at any time, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Article shall apply:

(a) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(b) Complete Taking. In the event that all of the Common Areas are taken or condemned or sold or otherwise disposed of, in lieu of or in avoidance thereof, the Condemnation Award shall be apportioned among the Owners in the same percentages as provided for the payment of annual assessments, and payment of said apportioned amounts shall be made payable to each Owner and the First Mortgagee of his Lot jointly.

(c) Partial Taking. In the event that less than the entire Common Area is taken or condemned or sold or otherwise disposed of, in lieu of or in avoidance thereof, the condemnation award shall first be applied by the Association to the rebuilding and replacement of those improvements on the Common Area damaged or taken by the condemning public authority, unless seventy-five percent (75%) of the Owners and seventy-five percent (75%) of the First Mortgagees agree otherwise. Any surplus of the award or other portion thereof not used for rebuilding and replacement shall be used by the Association for the future maintenance of the Common Area. In the event seventy-five percent (75%) of the Owners and seventy-five percent (75%) of the First Mortgagees agree to distribute the proceeds of any partial taking, such proceeds shall be apportioned among the Owners in the same

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percentages as provided for the payment of annual assessments, and payment of said apportioned amounts shall be made payable to each Owner and First Mortgagee of his or her Lot jointly.

ARTICLE XI. GENERAL PROVISIONS

Section 1: Enforcement. Enforcement of this Declaration shall be by appropriate proceedings at law or in equity against those persons or entities violating or attempting to violate any covenant, condition, or restriction herein contained. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by an Owner, by the Architectural Control Committee, or by the Association. In the event it becomes necessary to commence an action to enforce this Declaration, the court shall award to the prevailing party in such litigation, in addition to such damages as the Court may deem just and proper, an amount equal to the costs and reasonable attorney's fees incurred by the prevailing party in connection with such litigation. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof or of a further or continued violation, whether such violation shall be of the same or of a different provision of this Declaration.

Section 2: Severability. Should any part or parts of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

Section 3: Duration. This Declaration shall run with the land, shall be binding upon all persons owning Lots and any persons hereafter acquiring said Lots, and shall be in effect for a period of thirty (30) years from and after the date hereof, after which period this Declaration shall automatically be extended for additional periods of ten (10) years each unless the Owners of seventy-five percent (75%) of the Lots and seventy-five percent (75%) of the First Mortgagees shall elect, in writing duly filed, to terminate this Declaration at the end of said specified period; in which case, this Declaration shall cease to be and shall be of no further force or effect. Notwithstanding the foregoing, the provisions of this Declaration pertaining to the maintenance, repair, and renovation of the Roads shall not expire, but shall be perpetual unless specifically released by the Board of County Commissioners of Larimer County or a municipality should the Property be annexed to such municipality at a future date.

Section 4: Amendment. This Declaration may be altered or amended in whole or in part at any time the then record Owners of

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seventy-five percent (75%) of the Lots so elect through a duly written and recorded instrument; provided, however, that this Declaration may not be amended without the written consent of the Declarant, so long as the Declarant owns a Lot within the Property. The provisions of this Declaration pertaining to the maintenance of the Roads may not be altered or amended without the written approval of the Board of County Commissioners of Larimer County or a municipality should the Property be annexed to such municipality at a future date.

Section 5: Limitations on the Association. Unless seventy-five percent (75%) of the Owners and seventy-five percent (75%) of the First Mortgagees have given their written approval, the Association shall not be entitled to:

(a) Fail to maintain fire and extended coverage insurance on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(b) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of such Common Areas.

(c) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the Common Area (the granting of easements for public utilities and for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause).

(d) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner.

(e) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or exterior appearance of any building or other structures, the maintenance of the Common Area, or the upkeep of lawns and planting within the Property.

Section 6: Management of the Common Areas. The Association may obtain and pay for the services of a managing agent to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper management, operation, and maintenance of the Common Areas; provided, however, that any contract in regard to the hiring or employing of such a managing agent or other personnel shall not be for a term in excess of three (3) years and shall provide that the same

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shall terminate on sixty (60) days' written notice, with or without cause, and without payment of any termination fee.

Section 7: Rights of First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and/or other Association property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance on the lapse of such a policy for such Association property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 8: Notice of Default. The Association shall provide each First Mortgagee with written notice of any default in the performance of any obligations under these covenants by its mortgagor which is not cured within thirty (30) days. The Association shall also send to each First Mortgagee a copy of any notice of lien provided for herein.

Section 9: Reservation to Add Additional Properties. The Declarant hereby expressly reserves the right to bring additional real property adjacent to the Property ("Adjacent Properties") within the scheme of this Declaration. The addition of Adjacent Properties to the scheme of this Declaration shall be made by filing of record in the office of the Clerk of Recorder of Larimer County, Colorado, of one or more supplements to this Declaration, reciting (a) that this Declaration is amended by adding thereto as "the Property" the Adjacent Properties to be embraced within this Declaration; and (b) that the provisions of this Declaration shall govern the Adjacent Properties. In no event shall such supplements to this Declaration revoke or modify the covenants, conditions, or restrictions established by this Declaration with respect to the Property, except to the extent that the Adjacent Properties shall become part of the Property as herein provided. No consent or approval of any supplement or supplements shall be required of any Owner of a Lot or any person or entity having a lien against all or any portion of the Property, and such consent and approval is hereby expressly waived by such persons and entities.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the day and year first above written.

WESTERN DEVELOPMENT GROUP,  
a Colorado general partnership

BY: Marvin A. Barstow  
MARVIN A. BARSTOW, its  
managing general partner

BY: Ervin R. Byrkit  
ERVIN R. BYRKIT, its  
general partner

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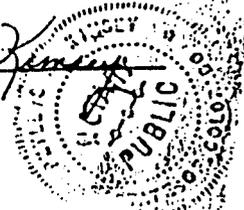
STATE OF COLORADO )  
                          ) ss.  
COUNTY OF LARIMER )

Acknowledged before me this 4<sup>th</sup> day of May,  
1989, by MARVIN A. BARSTOW as managing general partner and ERVIN  
R. BYRKIT as general partner of WESTERN DEVELOPMENT GROUP, a  
Colorado general partnership.

Witness my hand and official seal.

My commission expires: October 16 1992

*Phyllis A. Jensen*  
Notary Public

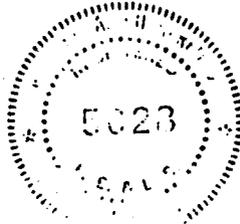


AFFIDAVIT

STATE OF COLORADO)  
                                  )ss  
COUNTY OF LARIMER)

Richard A. Rutherford, a Professional Engineer and Land Surveyor under the laws of the State of Colorado, being duly sworn on his oath, deposes and says that the plat of WESTRIDGE ESTATES, P.U.D., Larimer County, Colorado on file in the office of the Clerk and Recorder of Larimer County, was prepared under his supervision and that due to drafting errors the following metes and bounds should be as follows:

1. The bearing of the common line between Lots 9 and 10 that reads S 00° 39' 29" E should have read S 00° 38' 29" E.
2. The bearing of the East line of Lots 15 and 16 that reads S 01° 00' 00" W should have read S 01° 00' 00" E.
3. The bearing of the Southerly line of Lot 31 that reads S 70° 15' 00" E should have read S 70° 15' 00" W.
4. The bearing of the centerline of Valley Court between Lots 48 and 52 on Sheet Two that reads S 05° 00' 00" E should have read S 05° 00' 00" W.
5. The bearing of the common line between Lots 48 and 49 on both Sheets One and Two that reads S 88° 22' 47" W should have read N 88° 22' 47" W.



Richard A. Rutherford  
Richard A. Rutherford, P.E. & L.S.  
Colorado Registration No. 5028

Subscribed and sworn to before me this 11<sup>th</sup> day of November  
A.D. 1989.

[Signature]  
Notary Public

My notarial commission expires: 11/8/91

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SIGNATURE PAGE

Attached to and made a part of the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Westridge Estates P.U.D. dated the 6 day of March, 1996.

THE UNDERSIGNED, being one of the Owners of a Lot, has executed this signature page to the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Westridge Estates P.U.D. this 6 day of March, 1996.

LOT OWNED: 17

Marian A. Barstow

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 6 day of March, 1996, by Marian A. Barstow.

Witness my hand and official seal.

My commission expires: May 16, 1995.

James A. Martell  
Notary Public



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SIGNATURE PAGE

Attached to and made a part of the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Westridge Estates P.U.D. dated the 25 day of January, 1990. 1991

THE UNDERSIGNED, being one of the Owners of a Lot, has executed this signature page to the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Westridge Estates P.U.D. this 25 day of January, 1990. 1991

LOT OWNED: 3

Ervin R. Byrkit  
President of Gladco Inc.

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 1990, by Ervin R. Byrkit as president of Gladco Inc.

Witness my hand and official seal.

My commission expires: July 22, 1993.

William G. Thomas  
Notary Public  
1000 Pongman Dr.  
10000 Golden, Colo 80521







FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
WESTRIDGE ESTATES P.U.D.

THIS AMENDMENT is made this 6th of March, 1991, by WESTERN DEVELOPMENT GROUP, a Colorado general partnership ("the Declarant"), and the other parties who are signatories to this Amendment ("the Owners").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Westridge Estates P.U.D. was recorded May 8, 1989, at Reception No. 89020172 of the Larimer County, Colorado, records ("the Declaration").

WHEREAS, the Declaration encumbers that certain real property located in the County of Larimer, State of Colorado, legally described as follows ("the Property"):

All of Westridge Estates P.U.D. and Westridge M.R.D., according to the recorded plats thereof, County of Larimer, State of Colorado.

WHEREAS, Article XI, Section 4, of the Declaration provides that the Declaration may be altered or amended, in whole or in part, at any time the then record owners of 75 percent of the Lots so elect through a duly written and recorded instrument.

WHEREAS, Article XI, Section 4, of the Declaration further provides that the Declaration may not be amended without the written consent of the Declarant so long as the Declarant owns a Lot within the Property.

WHEREAS, the Declarant and the Owners own 75 percent of the Lots within the Property.

WHEREAS, the Declarant and the Owners desire to amend and modify certain terms and provisions of the Declaration.

NOW, THEREFORE, the Declarant and the Owners hereby publish and declare that the Declaration shall be amended as herein provided, and the Property described in the Declaration shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the easements, covenants, conditions, and restrictions contained in the Declaration as herein amended, which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title, or

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interest in the Property or any portion thereof, their heirs, personal representatives, successors, and assigns.

1. Article III, Section 2, of the Declaration shall be amended by adding thereto the following:

(d) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Areas.

2. Article III is hereby amended by adding thereto the following:

Section 4: Restriction of Use. No motor-driven, engine-powered, or other mechanically propelled vehicle, including, by example and not limitation, automobiles, trucks, motorcycles, all-terrain vehicles, and snowmobiles, may be used or operated within or upon any of the Common Areas, except in the event of an emergency. No person shall discharge, fire, or shoot any gun, pistol, crossbow, bow and arrow, slingshot, or other firearm or weapon whatsoever, including BB guns and pellet guns, within the Common Area.

3. Article VI, Section 18, of the Declaration is hereby amended and restated in its entirety as follows:

Section 18: Storage of Vehicles. Boats, campers, recreational vehicles, snowmobiles, all-terrain vehicles, motor homes, trailers, machines, tractors, semi-tractors, tractor trailers, trucks (except standard pick-up trucks), and inoperative automobiles shall not be stored, parked, or permitted to remain on any Road, Lot, or Common Area, except within fully-enclosed garages or within fully-screened, fenced areas approved by the Architectural Control Committee. For purposes of this provision, any disassembled or partially disassembled car or other vehicle or any car or other vehicle which has not been moved under its own power for more than one (1) week shall be considered an inoperative automobile subject to the terms of this Section 18.

4. Article VI is hereby amended by adding thereto the following:

Section 34: Discharge of Weapons. No person shall discharge, fire, or shoot any gun, pistol, crossbow, bow and arrow, slingshot, or other firearm or weapon whatsoever, including BB guns and pellet guns, within or upon any Road, Lot, or Common Area. Notwithstanding

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the foregoing, the discharge of firearms or weapons by any member of any law enforcement office in the course of such member's official duty shall not be deemed a violation of this provision.

Section 35: Disturbing the Peace. No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, disorderly, or obstreperous conduct, and no Owner shall knowingly permit such conduct upon any Lot owned by such Owner.

4. This Amendment may be executed in any number of counterparts. The original signature page from each counterpart copy shall be attached to the original Amendment and recorded in the office of the Clerk and Recorder of Larimer County, Colorado.

5. Except as expressly amended or modified herein, all other terms, covenants, conditions, and provisions contained in the Declaration shall remain the same and are expressly ratified and affirmed by the Declarant.

IN WITNESS WHEREOF, the Declarant and the Owners have caused signature pages to this Amendment to be executed as of the day and year first above written.



SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WESTRIDGE ESTATES P.U.D.

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WESTRIDGE ESTATES P.U.D. is made this 6 day of March, 1991, by WESTERN DEVELOPMENT GROUP, a Colorado general partnership ("the Declarant"), and KIM H. KAZAN ("the Owner").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Westridge Estates P.U.D. dated May 4, 1989, was recorded May 8, 1989, at Reception No. 89020172 of the Larimer County, Colorado, records ("the Declaration").

WHEREAS, the Declaration pertains to the real property located in the County of Larimer, State of Colorado, legally described as follows ("the Property"):

All of Westridge Estates P.U.D. and Westridge M.R.D., according to the recorded plats thereof, County of Larimer, State of Colorado.

WHEREAS, Article XI, Section 9, of the Declaration reserves to the Declarant the right to bring additional real property adjacent to the Property ("Adjacent Properties") within the scheme of the Declaration.

WHEREAS, the Declarant desires to bring additional Adjacent Properties within the scheme of the Declaration, which Adjacent Properties are described as follows ("the Adjacent Property"):

Lot 1, Kazan M.R.D., according to the plat thereof recorded November 26, 1990, at Reception No. 90053568 of the Larimer County, Colorado, records.

WHEREAS, the Owner is the current record owner of the Adjacent Property.

NOW, THEREFORE, the Declarant and the Owner hereby publish and declare as follows:

1. The Declaration is hereby amended by adding thereto as "the Property" the Adjacent Property.
2. The provisions of the Declaration shall govern the Adjacent Property.

3. Access to the Adjacent Property shall be either off of Westridge Drive or off of Bighorn Crossing east of the existing electric gate.

4. The Declaration, as amended by this Amendment, shall run with the land and shall be binding upon and inure to the benefit of all persons or entities having any right, title, or interest in or to the Property or the Adjacent Property or any portion thereof, their heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Declarant and the Owner have executed this Amendment as of the day and year first above written.

WESTERN DEVELOPMENT GROUP,  
a Colorado general partnership

BY: *Marvin A. Rapstow*  
MARVIN A. RAPSTOW, its  
managing general partner

BY: *Ervin R. Eyrkit*  
ERVIN R. EYRKIT, its  
general partner

"the Declarant"

*Kim H. Kazan*  
KIM H. KAZAN

"the Owner"

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 6 day of March, 1991, by MARVIN A. RAPSTOW, managing general partner of WESTERN DEVELOPMENT GROUP, a Colorado general partnership.

Witness my hand and official seal.

My commission expires: May 16, 1993.

*Jessie A. [Signature]*  
Notary Public

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STATE OF COLORADO )  
                          ) ss.  
COUNTY OF Lacimont

The foregoing instrument was acknowledged before me this 6 day of March, 1991, by ERVIN R. BYRKIT, general partner of WESTERN DEVELOPMENT GROUP, a Colorado general partnership.

Witness my hand and official seal.

My commission expires: May 11, 1993.

James A. Markel  
Notary Public

STATE OF MICHIGAN )  
                          ) ss.  
COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me this 22 day of February, 1991, by KIM H. KAZAN.

Witness my hand and official seal.

My commission expires: Notary Public (expired)

James H. W. ...  
Notary Public