

**AMENDED AND SECOND RESTATEMENT**  
**OF THE DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**OF PINE RIDGE ESTATES, PUD**  
**IN THE CITY OF GREELEY**  
**COUNTY OF WELD**  
**STATE OF COLORADO**

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PREAMBLE

THIS AMENDED AND SECOND RESTATEMENT of the Declaration of Covenants, Conditions and Restrictions of Pine Ridge Estates, PUD, has occurred in compliance C.R.S. §38-33.3-217(1) relating to actions necessary to amend and restate an existing Declaration.

WHEREAS, the "Pine Ridge Estates Covenants" were recorded on November 23, 1994, at Book 1468, Page 713 as Reception No. 2416413 of the Weld County Clerk and Recorder's Office; and

WHEREAS, the Pine Ridge Estates PUD Subdivision Plat was recorded on November 23, 1994, at Envelope 3779, Reception No. 2416412 of the Weld County Clerk and Recorder's Office; and

WHEREAS, an Amended Declaration of Covenants, Conditions and Restriction of Pine Ridge Estates, PUD, was recorded on May 31, 1995 at Book 1494, Page 215, as Reception No. 2440539 of the Weld County Clerk and Recorder's Office; and

WHEREAS, an Amended and Restated Declaration of Covenants was recorded on August 27, 1998, at Reception No. 2636061 of the Weld County Clerk and Recorder's Office.

WHEREAS, a minimum of sixty-seven percent (67%) of the Owners subject to this Declaration have approved this Amended and Second Restatement in compliance with C.R.S. §38-33.3.217; and

WHEREAS, the legal description of the real property subject to the Amended and Second Restatement to the Declaration of Covenants is in the City of Greeley, Colorado, more particularly described as:

Lots 1-78 together with the Outlots A, B, C, D, and E of the Pine Ridge Estates, PUD, City of Greeley, Weld County, Colorado,

NOW THEREFORE, the President of the Association which provides the Administration of this Declaration as required by Colorado law hereby certifies that more than sixty-seven percent (67%) of the Owners subject to this Declaration voted in favor of the Amended and Second Restatement contained herein. The Association provided notice to First Mortgagees as required by Colorado law and has received no negative response within the sixty (60) day time period set forth in Section 217 of the Act, which in accord with the Act means all mortgagees have approved the Amended and Second Restatement. The Association does hereby publish the Amended and Second Restatement of the Declaration as set forth herein. Those provisions of the Restated Declaration which have been amended are identified in **bold print**, and either replace or are in addition to, the provisions of the prior Declarations and Amendments referenced above.

**FURTHER, the property described above shall be held, sold and conveyed subject to Amended and Second Restatement of the Declaration the following covenants, conditions,**

restrictions, uses and obligations, all of which are for the protection of the value of the property and for the benefit of any person having any right, title or interest in the described property which shall be deemed to run with the land, and shall be a burden and benefit to any persons acquiring such interests, their grantees, successors, heirs, legal representatives and assigns.

## ARTICLE I

### NAME

**Section 1.1** Name. The name by which the Property shall be known is Pine Ridge Estates PUD.

## ARTICLE II

### DEFINITIONS

**Section 2.1** Terms Defined.

Architectural Control Committee means the Board unless a separate architectural committee is established by the Board pursuant to Article VIII.

Articles of Incorporation or Articles means the duly filed Articles of Incorporation for the Pine Ridge Estates Homeowner's Association.

Association means the Pine Ridge Estates Homeowner's Association, its successors and assigns.

Association Maintenance Area. Deleted in entirety.

Association Maintenance Assessment. Deleted in entirety.

Association Maintenance Budget. Deleted in entirety.

Assessment shall mean and refer to any assessment levied, charged, or assessed against an Owner in accordance with the provisions of the Declarations for Pine Ridge.

Board means the duly elected Board of Directors of the Association.

Bylaws means the duly adopted Bylaws of the Association.

Common Elements Deleted in its entirety and replaced.

Common Elements or Common Area shall mean and refer to all real property and Improvements owned or leased by the Association other than Lots, as that term is defined

herein, which shall include, by way of example but without limitation, Outlots A, B, C, D, and E as shown on the Pine Ridge Estates, PUD Plat recorded in the real estate records of the Clerk and Recorder of Weld County, private streets which are maintained by the Association, eastern and western drainage rights of way which are maintained by the Association, all exterior fencing maintained by the Association, any street lighting within the PUD, any parking areas within the PUD and any interior walking paths, if any, which have been created by the Association. The Common Elements or Common Areas are intended to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and are not dedicated for use by the general public except as indicated in the Pine Ridge, PUD Plat recorded in the real estate recorded of the Clerk and Recorder of Weld County, Colorado.

Common Element Assessment. Deleted in its entirety.

Common Element Budget. Deleted in its entirety.

Common Expenses Deleted in its entirety.

Dwelling Unit/Residence means a place of residence by a single family which may include only an individual living alone, or any number of persons living together as a single household who are interrelated by blood, marriage, adoption or other legal custodial relationship, or any number of such interrelated persons and not more than two (2) adults unrelated by blood, adoption, guardianship, or other legal custodial relationship.

Declarant Deleted in its entirety.

Declaration means this Amended and Second Restatement of the Declaration of Covenants, Conditions and Restrictions for Pine Ridge Estates, PUD.

Director means any duly elected member of the Board.

Federal Mortgage Agencies shall mean and refer to those Federal Agencies who have a lien interest on Lots in the PUD, such as the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interest.

First Mortgage shall mean and refer to any unpaid mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of Weld County, Colorado, having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).

Gated Community refers to that portion of the Property located within the Perimeter Fence.

His and He Deleted in its entirety.

**Improvements Deleted in its entirety.**

**Institutional Mortgagee shall mean and refer to a First Mortgagee which is a federally or state chartered bank, a federal or state savings bank, or savings and loan institution, a real estate investment trust, or any corporation whose primary business is the making, purchasing, or placing of mortgage loans, who shall perfect a first priority security position as to any Lot and Residence within the Project.**

**Landscape Plan Deleted in its entirety.**

**Lot Deleted in its entirety and replaced.**

**Lot shall mean and refer to any numbered area of land shown as such upon the Pine Ridge PUD filing plat or Amendment thereto, with the exception of Common Area as heretofore defined. "Lot" shall also mean a "Unit" as defined in C.R.S. §38.33-103(30) as originally enacted or subsequently amended.**

**Maintained Lot Deleted in its entirety.**

**Member deleted in its entirety and replaced.**

**Member shall mean and refer to the Person designated as such pursuant to Article V.**

**Mortgage deleted in its entirety and replaced.**

**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.**

**Mortgagee deleted in its entirety and replaced.**

**Mortgagee shall mean and refer only to a Mortgagee under a Mortgage or a beneficiary under a deed of trust or similar security instrument. For the purpose of this Declaration and the Bylaws, 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.**

**Notice means notice in writing either hand delivered or sent prepaid by the United States mail to the mailing address of each applicable Lot or alternatively to any other address designated in writing by the Owner of any such Lot. If mailed, Notice shall be deemed effective when deposited in the mail, properly addressed, and postage prepaid. Notice may also be given by delivery to an e-mail account of an Owner if that e-mail account is provided to the Board or a Property Manager who has been contracted to act on behalf of the Association.**

**Owner deleted in its entirety and replaced.**



**Owner** means any person, corporation, partnership, association, limited liability company or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in one or more Lots. The term "Owner" shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner but shall not refer to any Mortgagee as herein defined, or other person or entity having an ownership interest in any Lot merely as security for the performance of an obligation, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Perimeter Fence** means the fence, gates, and all related improvements erected around the perimeter of the property.

**Person** shall mean an individual, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

**Plans Deleted** in its entirety.

**Plats Deleted** in its entirety.

**Property Deleted** in its entirety.

**Proposed Budget Deleted** in its entirety.

**Quorum of Owners** shall mean the representation by presence or proxy of Members who hold twenty percent (20%) of the outstanding votes entitled to be cast on any issue.

**Registered Notice** shall mean and refer to any notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by one other person.

**Related User** shall mean any member of the Family of an Owner who resides with such Owner; guests and invitees of an Owner; employees and agents of an Owner; and occupants, tenants or a tenant's family member who resides with such tenant in a Residence.

**Rules and Regulations** mean those Rules and Regulations adopted by the Board concerning the use and enjoyment of the Property.

**Title Matters** means all rights in and to any portion of the Property either conveyed, created, or reserved by virtue of this **Amended and Second Restatement of the Declaration** or the Plat, or otherwise of record in the records for Weld County, Colorado, as of the date of recording this **Amended and Second Restatement of the Declaration** in such records.

**ARTICLE III**

**RIGHTS RESERVED BY DECLARANT**

Deleted in its entirety and replaced.

**ARTICLE III**

**POWERS OF THE ASSOCIATION**

**Section 3.1 General Duties and Powers of Association.** The Association has been formed to further the common interests of the Members of the Association. The Association, acting through its Executive Board or Persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to take action that may be necessary or desirable to further the common interests of the Members of the Association, to maintain, improve and enhance the Common Area and to improve and enhance the attractiveness and desirability of the Project.

**Section 3.2 Duty to Accept and Maintain Property and Facilities Transferred by Declarant.** The Association shall maintain the Common Areas, including any Improvements thereon, and personal property or equipment owned by the Association, together with the responsibility to perform any and all of the functions set forth in this Declaration in connection therewith.

**Section 3.3 Duty to Manage and Care for Association External Lighting.** The Association shall manage, operate, care for, maintain, repair and replace any exterior street lighting and keep the lighting poles in a neat, attractive and desirable condition. The duty created by this Section 3.3 shall be imposed only to the intent that exterior lighting is not maintained by the City of Greeley and shall not extend to any exterior street lighting installed by an Owner on a lot within the project. The Owner shall be responsible for any exterior lighting installed by such Owner on a lot or residence within the project.

**Section 3.4 Duty to Manage and Maintain Private Streets and Parking Areas.** The Association shall manage, operate, care for, maintain, repair and replace the Association private streets and parking areas and keep the Association private streets and parking areas in a neat, attractive and desirable condition.

**Section 3.5 Duty to Remove Snow from Private Streets and Parking Areas.** The Association shall remove snow as reasonably necessary from sidewalks and private streets within the PUD.

**Section 3.6 Duty to Manage and Care for Common Area Water Lines.** The Association shall manage, care for, maintain, repair and replace all Common Area Water Lines within the PUD. The Association shall also maintain, repair and replace any landscaping, pavement, curbing, gutter, sidewalk, or other Improvements which is damaged or destroyed by the management, care, maintenance, repair or replacement, or the lack thereof, of the Common Area Water Lines; provided, however, that the Association shall not be liable,

and each Owner hereby waives any and all right to claim against or recover from the Association, for any damage or destruction to any Improvements resulting from or related to the failure of the Association to comply with its obligations under this Section.

**Section 3.7 Duty to Pay Taxes and Assessments.** The Association shall be obligated to pay all taxes and assessments levied on any property or improvements transferred to or acquired and owned by the Association.

**Section 3.8 Duty to Prepare Budgets.** The Association shall prepare budgets as elsewhere provided in this Declaration.

**Section 3.9 Duty to Levy and Collect Assessments.** The Association shall levy and collect Assessments as provided in Article VI this Declaration.

**Section 3.10 Duty to Provide Audit.** If required by the Colorado Common Interest Ownership Act (CCIOA), the Association shall arrange for an audit of the accounts of the Association. Copies of the report of the audit will be made available to any Member who requests a copy of the same upon payment of such Member of the reasonable cost of copying the same.

**Section 3.11 Power to Adopt Rules and Regulations.** The Association may adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use of any property within the project. Any such rules and regulations shall be reasonable and uniformly applied. Such rules and regulations shall be effective only upon adoption by resolution of the Executive Board of the Association. Copies of the currently effective rules and regulations will be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such rules and regulations and shall see the Related Users comply with such rules and regulations. Such rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

**Section 3.12 Power to Enforce Declaration and Rules and Regulations.** The Association shall have the power to enforce the provisions of this Association Declaration and of its rules and regulations and shall take such action as the Executive Board of the Association deems necessary or desirable to cause such compliance by each Member of the Association and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of rules and regulations of the Association by any one or more of the following means: (a) by entry upon any Lot (when a bona fide emergency exists), without liability to the Owner thereof, for the purpose of enforcement or causing compliance with this Declaration or rules and regulations of the Association; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened reach of the provisions of this Declaration or the rules and regulations of the Association, by mandatory injunction or otherwise; (c) by commencing and maintaining

actions and suits to recover damages for breach of any of the provisions of this Declaration or the rules and regulations of a the Association; (d) by suspension, after notice and hearing of the voting rights of a Member of the Association during and for up to sixty (60) days following any breach by such Member or a Related User of such Member of this Declaration or such rules and regulations, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (e) by levying and collecting, a Reimbursement Assessment against any member of the Association for breach of this Declaration or such rules and regulations by such Member or a Related User of such member; and (f) by levying and collecting, reasonable and uniformly applied fines, late fees, and penalties, established in advance in the rules and regulations of the Association, from any Member of the Association for breach of or failure to comply with this Declaration or such rules and regulations by such Member or a Related User of such Member.

**Section 3.13 Power to Provide Special Services for Members.** The Association shall have the power to provide services to a Member or group of Members. Any service or services to a Member or group of Members shall be provided pursuant to an agreement in writing, or through one or more special services contract(s), which shall provide for payment to the Association by such Member or group of Members of the reasonably estimated costs and expenses of the Association of providing such services, including a fair share of the overhead expenses of the Association, and shall contain reasonable provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns of the Member or group of Members and that the payment for such services shall be secured by a lien on the property of the Member or group of Members.

**Section 3.14 Power to Employ Managers.** The Association shall have the power to retain and pay for the services of a Manager or Managers to undertake any of the management or functions for which the Association has responsibility under this Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to any such Manager. Any contract or agreement with any such Manager shall be terminable by the Association for cause on no more than thirty (30) days' prior written notice, and shall be terminable by the Association without cause and without payment of a termination fee on no more than ninety (90) days' prior written notice. Any such contract or agreement shall be for a term of no more than one (1) year but may be subject to renewal for succeeding terms of no more than one (1) year each. Notwithstanding any delegation to a Manager of any duties, powers or functions of the Association, the Association and its Executive Board shall remain ultimately responsible for the performance and exercise of such duties, powers and functions. Any agreement or contract with a Manager may contain any other provisions which are required to be contained therein by any Government Mortgage Agency.

**Section 3.15 Power to Engage Employees, Agents and Consultants.** The Association shall have the power to hire and discharge employees and agents and to retain and pay for legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under this Declaration.

**Section 3.16 General Corporate Powers.** The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Nonprofit Corporation Act, including, without limitation, entering into partnership and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation or Bylaws of the Association. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration or the Articles of Incorporation and Bylaws of the Association and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration and the Articles of Incorporation and Bylaws of the Association.

#### ARTICLE IV

##### COMMON ELEMENTS

**Section 4.1 Common Elements.** All Common Elements shall be owned, operated, maintained, repaired, replaced, and otherwise cared for by the Association and all costs thereof shall be a Common Expense.

**Section 4.1.1 Deleted in its entirety.**

**Section 4.1.1 Ownership of Common Elements.** The Common Elements and private streets shall be owned by the Association.

**Section 4.1.2 Owners' Easement.** Prior language deleted in its entirety and replaced with statements in bold.

**Section 4.1.2 Owners' Easement.** Every Owner shall have an easement of access and enjoyment in and to the Common Elements subject to this Declaration and the right of the Board to control the use and occupancy of the Common Elements and to establish, modify, and amended Rules and Regulations for the same.

**Section 4.1.3 Conveyance of Common Elements.** Deleted in its entirety.

**Section 4.1.4 Delegation of Use.** Any Owner may delegate, subject to the Articles, Bylaws, this Declaration, and any Rules and Regulations, the Owner's easement of access and enjoyment in and to the Common Elements to the members of the Owner's family and tenants who reside in the residence of the Owner, guests and invitees.

**Section 4.2. Association Maintenance Area.** Deleted in its entirety.

**Section 4.2.1 Deleted in its entirety.**

**Section 4.2.2 Deleted in its entirety.**

**ARTICLE V**

**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Deleted in its entirety and replaced.

**ARTICLE V**

**ASSOCIATION STRUCTURE AND FORMAT**

**Section 5.1 Organization.** The Association is a nonprofit, nonstock corporation organized and existing under the laws of Colorado, charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation and Bylaws, as such may be amended from time to time, provided that the Articles of Incorporation and Bylaws shall not for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**Section 5.2 Membership**

**Section 5.2.1 Basis.** Membership shall be allocated to each Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Declaration, Articles of Incorporation or Bylaws.

**Section 5.2.2 Member's Rights and Duties.** Each Member shall have the rights, duties and obligations set forth in this Declaration, the Articles of Incorporation or Bylaws.

**Section 5.2.3 Voting Rights.** The Association shall have one (1) class of voting Membership:

**Section 5.2.3.1** The Members shall be all Owners of the Lots as defined in Article II. Each Owner shall be entitled one (1) vote for each Lot owned.

**Section 5.2.4 Exercise of Vote.** Membership shall be allocated to and may not be separated from record ownership of a Lot, and such membership shall automatically transfer to the new Owner upon any sale, transfer, or other disposition of a Lot subject to the provisions of this Declaration and any Supplements thereto. There shall not be more than one (1) Member for any Lot within the PUD. Upon transfer, sale, or other disposition of all or some of the fee interest in a Lot, the then Owner shall automatically become the Member with respect to such Lot. The vote for any Membership, which is held by more than one (1) person may only be exercised by one (1) person, or if the Owner is a corporation, by an officer of such corporation, or if the Owner is an LLC, by the Manager of such LLC. A written notice subscribed to by all of such persons or by the corporation, or the LLC, as the case may be, designating one (1) of such persons or an officer of the corporation or the Manager of a LLC as the person entitled to cast the vote with respect to such Lot shall be delivered to the

Secretary of the Association prior to the start of any annual or special meeting of the Association. Without this written notice, the vote for the membership shall not be counted.

**Section 5.3 Executive Board.**

**Section 5.3.1 Composition.** The number of Executive Board Members shall be as provided in the Bylaws.

**Section 5.3.2 Extent of Power.**

**Section 5.3.2.1** The Executive Board shall have all powers for the conduct of the affairs of the Association which are enabled by law specifically including the Colorado Common Interest Ownership Act (CCIOA), the Colorado Non-Profit Corporation Statute, or the Declaration of Covenants or the Articles of Incorporation, its Bylaws, and Rules and Regulations adopted by the Executive Board which are not specifically reserved to Members.

**Section 5.3.2.2** The Executive Board shall exercise its powers in accordance with this Declaration of Covenants, Articles of Incorporation, Bylaws, and its Rules and Regulations.

**Section 5.4 Proxy Voting.** The Executive Board shall be governed by the provisions of C.R.S. §7-127-203 regarding the use of proxies by a non-profit corporation, and by the provisions of C.R.S. §38-33.3-310 (2) which describes additional provisions for proxies utilized in a Common Interest Community. Should one or both of these Sections of the Colorado Revised Statutes be repealed, the Executive Board shall have the ability to create regulations for the use of proxies at annual or special meetings of the Association.

**Section 5.5 Suspension of Voting and Other Authority.** The Association shall suspend the voting rights (both as an Owner and Director) of any Owner, as well as suspend all authority that Owner may have by virtue of his/her holding any office or his/her being a Director of the Association, for any period during which any assessment against his/her Lot remains past due and unpaid and for any period that he/she is either causing or permitting any infraction of this Declaration, the Articles, Bylaws, or any Rules and Regulations.

**ARTICLE VI**

**ASSESSMENTS**

**Deleted in its entirety and replaced.**

## ARTICLE VI

### COVENANTS FOR ASSESSMENTS

**Section 6.1 General.** The Association shall have the power to levy Assessments against the Lots and the Owners thereof, and each Owner, and, if more than one (1) Person, all such persons, jointly and individually, by acceptance of the deed to a Lot, whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree expressly in any such deed to pay all such Assessments in the manner and for the purposes provided herein. Subject to the provisions hereof, the Board shall have the power and authority to determine all matters in connection with Assessments, including the power and authority to determine where, when, and how Assessments shall be paid to the Association, and each Owner shall comply with such determination.

**Section 6.2 Method of Assessment.** All Assessments shall be levied by the Association against Lots and collected and disbursed by the Association. The Executive Board shall fix the amount of the Assessments as provided hereinafter and set the date or dates such Assessments shall become due.

**Section 6.3 Relationship of the Association Lien to Mortgages.** Except as provided in C.R.S. §38-33.3-316 as originally enacted or as subsequently amended by the Colorado Legislature, the lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage. The lien of such assessments shall be superior to any homestead exemption or other exemption as it now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to lots subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien. Sale or transfer of any Lot shall not affect the liens for said charges except that sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including a deed in lieu of foreclosure shall extinguish the lien of such charges as to payments which become due prior to such sale, shall relieve such Lot from liability for any such charges thereafter becoming due or from the lien thereof; provided, however, that in the event of foreclosure of a First Mortgage or the taking of a deed in lieu thereof, such First Mortgagee shall not be liable for unpaid assessments or other charges which accrue prior to the acquisition of title to the Lot in question by such First Mortgagee except to the extent C.R.S. §38-33.3-316 grants a superior priority to liens of the Association in relationship to a first mortgage.

#### **Section 6.4 General Assessments.**

**Section 6.4.1 Purpose.** The General Assessment shall be used to promote the welfare of the Members and by way of example without limitation shall be used to improve, maintain the Common Areas, private streets, common area water lines, any external lighting used to light private streets or Common Areas, parking areas, creating and funding of an adequate reserve fund for maintenance, repair, replacement of those elements of the Common Areas that must be replaced on a periodic basis, to pay any annual insurance costs necessary to



the Association, all tax liabilities assessed by any federal, state or local tax authority relating to the common areas, as well as any professional fees incurred by the Association.

**Section 6.4.2 Modification of Lot Assessment.** The Executive Board shall have the ability to either increase or decrease general assessments by vote of a majority of the Executive Board in an amount which shall be sufficient to meet the obligations imposed by the Declaration. In the event the Board fails to fix an assessment for any fiscal year, then the general assessment established for the prior year shall automatically be continued until such time as the Board acts.

**Section 6.5 Budget Process.** To determine the amount required to be raised by General Assessments for any fiscal year, the Executive Board shall prepare an Annual Budget for such fiscal year showing, in reasonable detail, the various matters proposed to be covered by the Budget, the estimated costs and expenses which will be payable, and the estimated income and the funds which will be available in that fiscal year, and the estimated total amount of money required to be raised by the General Assessment to cover such costs and expenses and to provide a reasonable reserve. The total amount as determined by the Board necessary to satisfy the costs and expenses of fulfilling such functions and obligations of the Association in the coming fiscal year, including the payment of debts from prior fiscal years, providing reasonable reserves, and providing a reasonable carry-over reserve for the following fiscal year. Within thirty (30) days after adoption of any proposed budget for the common interest community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Lot Owners and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Lot Owners in person or by proxy, rejects the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Lot Owners must be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Executive Board.

**Section 6.6 Special Assessments.** Special Assessments may be made for the purposes of raising funds for capital improvements and for any other Association purpose for which General Assessments may not or have not been made. Whether to make a Special Assessment and the amount thereof per Lot shall be determined by the Board; provided that no Special Assessment shall be valid unless approved by a majority vote of the Members present and voting in person or by proxy at any Annual Meeting of the Members of the Association or at any Special Meeting thereof called for the purpose of considering such Special Assessment.

**Section 6.7 Reimbursement Assessments.** The Executive Board of the Association may, subject to the provisions hereof, levy an Assessment against any Member if (a) the willful or negligent failure of the Member or Related User of the Member to comply with this Declaration, the Articles of Incorporation, the Bylaws of the Association, policies or rules and regulations adopted by the Association, or guidelines adopted by the Architectural Control Committee which have resulted in the expenditure of funds to cause such compliance, or (b) if a Member or a Related User of the Member shall fail to pay any fines or penalties established

in the rules and regulations of the Association for breach of or failure to comply with this Declaration or policies or rules and regulations. Such Assessments shall be known as Reimbursement Assessments. The amount of the Reimbursement Assessments shall be due and payable to the Association seven (7) days after notice to the member of the decision of the Executive Board of the Association that the Assessment is owed.

**Section 6.8 Time for Payments.** The General Assessment for each Lot shall be payable either in equal monthly installments as determined by the Executive Board of the Association. The payment shall be due on the first (1<sup>st</sup>) day of each month or the quarter, as the case may be and shall become delinquent if not paid by the tenth (10<sup>th</sup>) day of each month thereafter. Special Assessments shall be payable as provided in the resolutions authorizing the same. All installments of General, and special Assessments shall be due and payable without notice of demand, and all Assessments shall be paid without any setoff or diminution of any kind. Any Assessment or installment thereof or other amount payable pursuant to this Section or under the Articles of Incorporation or its Bylaws which is not paid when due shall bear interest from the delinquency date until paid at the maximum rate of ten percent (10%) per annum and may be subject to a late charge as may be set and uniformly applied by the Executive Board. All payments on account shall be first applied to interest and late charges and then to the Assessment payment due.

**Section 6.9 Lien for Assessments and Other Amounts.** The Association shall have a lien against each Living Unit and Lot to secure payment of any Assessment and other amounts due and owing to the Association with respect to that Living Unit and/or Lot which shall be created and enforced as provided in Colorado Revised Statutes §38-33.3-316 or any subsequent amendment thereto.

**Section 6.10 Estoppel Certificate.** Upon payment of a reasonable fee and upon written request of any Owner, or First Mortgagee, or any person with any right, title or interest in a Lot or intending to acquire any right, title, or interest in a Lot, the Association shall furnish a written statement stating forth the amount of any Assessments, if any, due or accrued and then unpaid with respect to such Lot and the amount of the Assessments for the current fiscal period of the Association payable with respect to the Lot, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association, for all purposes, that no greater or other amounts were then due or accrued and unpaid.

**Section 6.11 No Abatement.** No diminution or abatement of Assessments shall be allowed or claimed for any reason including, without limitation, from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance, or order of a governmental authority.

**Section 6.12 Rights of First Mortgagees.** Any first Mortgagee of a Lot within the Project may jointly or severally pay any tax or other charge which is in default and which may have become a charge or a lien against any common area of the Association, and any First Mortgagee may jointly or severally pay any overdue premium on hazard insurance policies or secure new hazard insurance coverage on the lapse of any such policy, upon common area of

the Association, and any First Mortgagee(s) making such payments shall be entitled to immediate reimbursement from THE PINE RIDGE ASSOCIATION.

**Section 6.13 Exempt Property.** The following property subject to this Declaration shall be exempted from the Assessments, a charge and lien created herein: (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (b) all Common areas; and (c) all properties exempted from taxation by the State or County Government on the terms and to the extent of such legal exemption.

## ARTICLE VII

### ARCHITECTURAL CONTROL

**Section 7.1 Architectural Review & Approval—Architectural Control Committee.** No Improvements shall be constructed, replaced, altered, painted, or otherwise located or changed upon any portion of any Lot without first obtaining the written approval of the Board as provided herein. The Board may delegate this responsibility and authority to a committee made up of not less than three (3) individuals appointed by, and serving at the sole discretion of, the Board (“Architectural Control Committee”). Such individuals may, but need not be, Owners/Members. If an Architectural Control Committee is appointed, a majority of such committee shall constitute a quorum of the committee, and a majority of committee members present at any meeting whereat a quorum is present shall be required for committee action. Notice of all Architectural Control Committee meetings shall be furnished to each member thereof; however, failure to furnish such notice shall not affect the validity of any otherwise valid action taken at a meeting. As used herein, “Architectural Control Committee” shall refer to either the Board or Architectural Control Committee, whichever may be applicable.

**Section 7.2 Contractor Suitability.** Deleted in its entirety and replaced.

**Section 7.2 Improvement to Property Defined.** “Improvement to Property,” requiring approval of the Executive Board, shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any residence, garage, outbuilding, structure or other Improvements; (b) the demolition or destruction, by voluntary action, of any residence, garage, outbuilding, structure or other Improvements; (c) the grading of any Lot, excavation, filling or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, and (d) any substantial change of any previously approved Improvement to Property including any change of exterior appearance, color or texture to any residence or garage.

**Section 7.3 Deleted in its entirety and replaced**

**Section 7.3 No Construction without Approvals by Association and City of Greeley.** No Owner shall commence construction or improvement of any building, house, outbuilding, treehouse, playhouse, pen, doghouse or dogruns, tennis court, basketball backboard, porch, patio, gazebo, landscaping, bridge, fence, wall, water feature, or any other structure or

improvement of any kind to be placed on any Lot until the Owner has obtained a building permit, if necessary from the City of Greeley, Colorado, and until the proposed improvements have been submitted to and approved by the Architectural Control Committee of the Association.

**Section 7.4 Approval of Plans and Specifications—Standard for Review.** To assure that (a) the Property is developed and maintained in order to maximize and protect the value of all property therein, and that (b) a general plan of construction and design is maintained, the Architectural Control Committee is vested with the broadest authority available under law in review and approving or rejecting all Improvements. Every purchaser of a Lot takes such Lot subject to these restrictive covenants and with the understanding, agreement, and acknowledgment that the Property is intended to be an exclusive residential subdivision with high standards for architectural design and quality of construction and materials. It is likewise understood, agreed, and acknowledged that in order to achieve such intents and purposes, the extent to which the Architectural Control Committee shall exercise control over issues of design, construction, and materials, shall be maximized, thereby affording the Architectural Control Committee the greatest latitude and discretion available. Any approval or rejection of any Improvements shall not be deemed a waiver or estoppel with respect to the Architectural Control Committee's subsequent approval or rejection of any similar Improvements. Each request for approval of Improvements shall be evaluated individually on a case-by-case basis and no prior or subsequent action by the Architectural Control Committee shall limit its broad discretion and authority in approving or rejecting each request.

**Section 7.5 Deleted in its entirety and replaced.**

**Section 7.5 Criteria for Approval.** The Association Architectural Control Committee shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the residences in the vicinity of the proposed Improvement to Property; that the Improvement to Property will not detract from the existing homes within the project or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. The Association Architectural Control Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Association Architectural Control Committee may deem appropriate.

**Section 7.6 Plan Review Procedure.** Prior to commencement of any site work, construction, replacement, alteration, or other work upon or to any Improvement, written approval of the Architectural Control Committee must be obtained. The Owner wishing to make such Improvement(s), or such Owner's designated representative (submitting party referred to as "Applicant"), must submit to the Architectural Control Committee at least two (2) full sets of Plans and a Landscape Plan. The Architectural Control Committee may thereafter require additional or modified Plans be submitted for review.

Upon receipt of all required Plans, the Architectural Control Committee shall thereafter have thirty (30) days to furnish Applicant with written Notice of approval or rejection of the Plans as submitted. If rejected, the Architectural Control Committee shall furnish a written explanation of the

basis for its rejection, and shall, if practical, furnish suggested modifications which would render the Plans acceptable—subject to resubmission for review and approval upon completion of any such modifications. The Architectural Control Committee may condition its approval upon certain modifications being made to the Plans, in which event, such Plans shall be deemed approved only upon submission to the Architectural Control Committee of one (1) complete set of all revised Plans and/or Landscape Plan fully incorporating and reflecting all such required modifications. Whether approved or rejected, the Architectural Control Committee shall return one set of Plans as approved/rejected together with written Notice thereof, and shall keep the second set of Plans.

If for any reason the Board/Architectural Control Committee has not responded to the Applicant in writing within the thirty-day period as provided above, the Applicant shall notify the Architectural Control Committee of such failure in writing by certified mail. Thereafter, unless the Board/Architectural Control Committee furnishes written Notice of approval/rejection as required above within fifteen (15) days of receipt of said notice from the Applicant, the Plans as submitted shall be deemed approved.

**Section 7.7 Governmental Requirements: Adequacy of Plans.** The review and approval process provided for herein is separate from, and in addition to, all approvals, permits, and other requirements as may be required by any government, governmental agency, quasi-governmental entity, or public or private utility having any jurisdiction over the Property. Approval of any Plans by the Architectural Control Committee shall not be deemed an assurance or guarantee that any Plans as approved comply with any governmental or other requirements, not that any such plans are adequate in terms of design, engineering, or other respect. Neither the Architectural Control Committee nor any member thereof shall be liable to Applicant or any other party in connection with the existence or operation the review/approval/rejection process provided for herein unless any such liability is a direct result of any willful and wanton misconduct by such party.

**Section 7.8 Construction Time Frame.** Deleted in its entirety and replaced.

**Section 7.8 Construction Time Frame.** Any approved application shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. If the construction or Improvements are not completed within that time frame, the Owner must resubmit the proposed construction or Improvements for re-approval by the Architectural Control Committee.

**Section 7.9 Building Location.** Deleted in its entirety.

**Section 7.10 Notice of Completion.** Upon completion of any construction, replacement, alteration or other location or change of any Improvement(s), the Applicant shall furnish written notice to the Architectural Control Committee of same. Thereafter, the Architectural Control Committee or its designee shall have the right to inspect the Improvement(s) to assure compliance with the approved Plans and the Applicant shall cooperate with the Architectural Control Committee or its designee to arrange same. If the Applicant fails or refuses to permit such inspection, or if upon inspection it is determined that such Improvements do not comply with the approved Plans, the Architectural Control Committee may furnish Applicant with written Notice of

noncompliance and exercise all remedies permitted herein, at law, or in equity. A failure by the Architectural Control Committee to make such an inspection or furnish written Notice of noncompliance following any such inspection shall not prevent the Architectural Control Committee from later asserting any rights against any Owner, its successors or assigns, for Improvements made in noncompliance with approved Plans or otherwise in noncompliance with any provision within this Article.

**Section 7.11 Remedies Upon Noncompliance.** If at any time during or after construction, replacement, alteration, removal, or other work on any Improvement(s) upon any Lot, it is determined by the Architectural Control Committee that any such Improvement(s) are not in compliance with approved Plans, including a failure to submit Plans for approval prior to commencing any work on such Improvement(s), the Architectural Control Committee shall furnish Notice of noncompliance to the Owner/Applicant. Upon such Notice, Owner shall immediately cease all work other than as required to bring the Improvement(s) into compliance with approved Plans. If the Owner fails to immediately cease all such work, or fails to bring the Improvements into such compliance within a reasonable period of time not exceeding forty-five (45) days, the Architectural Control Committee shall have all rights and remedies available pursuant to this Declaration, at law, or in equity. Such rights and remedies may include one or more of the following:

(a) **Injunctive Relief.** The Architectural Control Committee may seek appropriate injunctive relief in order to compel the Owner to cease all work and bring the Improvements into compliance with approved Plans or authorizing the Architectural Control Committee to undertake all steps and actions, on the Owner's behalf and expense (said expense shall be a personal obligation of the Owner and a charge and lien against said Owner's Lot as with assessments as provided herein), necessary in order to bring the Improvements into compliance with approved Plans; and

(b) **Damages; Costs; Attorney Fees.** The Architectural Control Committee may recover from the Owner all damages, costs, and attorney fees suffered or incurred in connection with the existence or remedying of any Improvement(s) found by a court of competent jurisdiction to be in non-compliance with approved Plans (said damages, costs, and fees shall be a personal obligation of the Owner and a charge and lien against said Owner's Lot as with assessments as provided herein).

**Sections 7.12 through 7.20 of the original Declaration are repealed in their entirety and replaced with the Sections which appear below.**

**Section 7.12 Building Type—Dwelling Unit Only.** Deleted in its entirety.

**Section 7.13 Dwelling Unit Location.** Deleted in its entirety.

**Section 7.12 Garages.** Each Dwelling Unit located on a Lot shall have a garage for at least two (2) but not more than four (4) cars or other vehicles.

**Section 7.13 Owner's Fences.** Fences other than the Perimeter Fence are subject to Architectural Control Committee approval. Regular and proper maintenance, repair, and replacement of any approved fence shall be the sole responsibility, duty, and at the sole expense of the Owner. However, if any Owner fails to properly maintain and repair the Owner's fence, the Association, after Notice to the Owner and a reasonable opportunity for such Owner to make

necessary repairs, may make such repairs on behalf of and at the Owner's expense. Any such expenses shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such expenses are owed, together with costs of collection thereof, attorney fees, and interest thereon, all of which shall be a personal obligation of the Owner and a charge and lien against such owner's Lot as provided herein or assessments.

**Section 7.14 Submission of Landscaping Plans.** Prior to installation of original landscaping when any residence is built, the Owner shall submit to the Architectural Control Committee two (2) copies of the proposed Landscape Plan for review and approval. After the residence is built, subsequent modification of landscaping shall not require Architectural Control Committee approval unless the subsequent modification of landscaping involves a change of more than twenty-five percent (25%) of the original landscape materials which were approved by the Architectural Control Committee. If a substantial modification is to occur then the submission and approval requirements shall be the same as the original requirements.

**Section 7.15 Construction/Installation of Landscape Plan Improvements.** The Owner shall be responsible for preparing the Landscape Plan and fully constructing/installing all improvements indicated on the approved Landscape Plan and paying all costs associated therewith. To the extent reasonably possible, all such improvements shall be completed at the same time as or immediately following the construction of the Residence Unit on the Lot. If any such improvements cannot be constructed/installed at such time, they shall be constructed/installed as soon as reasonably possible thereafter, but in no event more than eighteen (18) months following completion of the Residence Unit. A Landscape Plan may provide for phased completion of landscaping over a longer period subject to Architectural Control Committee approval. No Owner will be deemed to have complied with the requirements of this Article until all such improvements are fully constructed/installed in conformance with the approved Landscape Plan.

**Section 7.16 Fire Sprinkling System.** Every Residence within the Property shall include a built-in fire sprinkling system if required by the City of Greeley. All plans and specifications for any such system shall be included in the Plans. Every such system shall be connected to a separate water tap and line running within or adjacent to every Lot dedicated solely to such systems, or such other source as designated by the Architectural Control Committee. All costs associated with the planning, design, construction, connection to the water main, and all costs to operate and maintain such system shall be the sole responsibility of the Owner. The Association shall bear no liability for any aspect of the existence or operation of any such system.

**Section 7.17 Records of Actions.** The Association Architectural Control Committee shall report in writing to the Executive Board of the Association all final action of the Association Architectural Control Committee and the Executive Board shall keep a permanent record of such reported action.

**Section 7.18 Non-liability for Committee Action.** There shall be no liability imposed on the Association Architectural Control Committee, any member of the Committee, any Committee Representative, the Association, any member of the Executive Board of either, or Declarant for any loss, damage or injury arising out of or in any way connected with the

performance of the duties of the Association Architectural Control Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Association Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of the Improvement to Property from the standpoint of safety whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.

## ARTICLE VIII

### USE AND OCCUPANCY

**Section 8.1 Use Restriction.** All Lots shall be used exclusively for a Residence together with incidental uses permitted herein.

**Section 8.2 Restrictions on Leasing.** No Owner shall lease his Residence for a period of less than one (1) year. All such leases shall be in writing and shall contain a covenant by the tenant or tenants that their use and occupancy of the Residence and Lot are subject to the terms and conditions set forth in this Declaration, the Articles and Bylaws, and that such tenant will abide by the terms contained therein as well as any Rules and Regulations promulgated by the Board. The Owner shall remain responsible for all assessments notwithstanding the Owners leasing of the Residence.

**Section 8.3 Home Occupations/Avocations.** No occupation or avocation shall be conducted within any Residence Lot which involves persons coming to the Residence Lot for the transaction of business, delivery or receipt of any service, or similar reason, nor the sale, delivery, or storage of any inventory or merchandise from, to, or on the Lot or within the Residence. The Board may further restrict any occupations or avocations within the Property and may impose reasonable Rules and Regulations related to home occupations and avocations.

**Section 8.4 Signs, Billboards, Etc.** Unless approved in advance of being placed on any Lot, no signs, billboards, or similar items shall be placed or permitted to remain on any Lot or in or on the Residence except each Lot may have the following: (a) a single sign of not more than three (3) feet in height with lettering not more than four (4) inches in height nor four (4) feet in length identifying a name and phone number to contact for information related to the sale or lease of the Residence; and (b) once any sign permitted by (a) above has been removed, one (1) sign not more than five (5) square feet in area per side and placed on the inside of a window of the Residence advertising that Residence for sale or lease.

**Section 8.5 Parking and Storing of Motor Vehicles.** Parking of motor vehicles is permitted in Common Areas that have been designated for parking by signage. No trucks, boats, campers, trailers, motor homes, mobile homes, shall be parked or otherwise placed upon a Lot except within a garage. Passenger automobiles or pickups may be parked on a driveway adjacent to a residence. No over-night parking of any motor vehicles of any type is permitted on any street within the PUD. Parking of passenger automobiles in the designated parking spaces located throughout the PUD is permitted for up to twenty-four (24) consecutive hours. No



commercial trucks or other commercial vehicles other than those actively and continuously engaged in the delivery or pick up of goods or service shall be permitted in the PUD except as allowed by C.R.S. §38-33.3-106.5 (1)(d). If any Owner commits or permits any violation of this provision, the Association may cause, without liability, any non-complying automobiles, etc., to be removed from the PUD and stored at such owner's expense. Any such expenses shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such expenses are owed, and together with costs of collection thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.

**Section 8.6 Household Pets.** No pets may be kept or raised for commercial purposes within the PUD. All pets must be kept on a leash when pets are outside the Owner's property. Each Owner shall be responsible for immediate clean up and removal of the Owner pet's excrement from the Common Elements and any Lot, and shall clean up and remove all pet excrement from the Owner's Lot. Notwithstanding anything to the contrary herein, the Board may determine in its sole and absolute discretion that a particular pet is dangerous or a nuisance to other Owners/family within the PUD, or that the Owner has failed to fully abide by the requirements of this provision and whether such pet may be prohibited from being kept by the Owner on the Owner's Lot or within the Residence.

**Section 8.7 Garbage and Refuse.** The Association may, but shall not be required, to contract for trash removal service for all the Lots and the expense thereof shall be a Common Expense. In such event, every Owner shall use such service to the exclusion of any separate service. Regardless, all rubbish, trash, garbage, and other waste materials shall be placed and kept in appropriate containers with lids in place at all times, and shall be removed from each Lot on a regular basis. All such containers shall be kept in a clean and sanitary condition and shall be kept within garages, other enclosures, or areas designated by the Board except on days designated for pickup and disposal.

**Section 8.8 Outside Storage; Equipment; Clotheslines; Trash Containers; Etc.** No tanks for the storage of gas, fuel, oil, chemicals, or similar liquids or gases shall be permitted within the Property without Board approval. No clotheslines, trash containers, equipment, tools, woodpiles, or other items shall be permitted on any Lot without the approval of the Architectural Control Committee which may require enclosure or screening such as privacy fences, landscaping, or berming to conceal such items from view.

**Section 8.9 Nuisances.** No obnoxious or offensive activity shall be carried on or permitted upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any occupant of the Property.

**Section 8.10 Operation of Motor Driven Vehicles.** No automobile, truck, motorcycle, minibike, moped, snowmobile, go-cart, or other motor-driven vehicle may be operated on any portion of the Property except upon improved streets and driveways and then only if fully licensed and lawful for use on public streets and used solely in connection with ordinary use for transportation, not recreational purposes.

**Section 8.11 Maintenance of Residence Unit and Lot. Each Owner shall be responsible for regular maintenance, repair, replacement, and other upkeep of the Owner's Lot, Residence Unit, and other Improvements. The Owner shall control all weeds, debris, trash, dust, and mud, and otherwise keep the Owner's Lot clean and safe at all times. If any Owner fails to fully abide by this provision, the Association, after Notice to the Owner and a reasonable opportunity to perform all necessary work, may undertake such work on behalf of and at the Owner's expense. Any such expenses shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such expenses are owed, and together with costs of collection thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.**

**Section 8.12 Use of Common Elements. All use and occupancy of the Common Elements shall be subject to and governed by the Board and all Rules and Regulations. No damage or waste shall be committed to the Common Elements, nor any obstruction of the Common Elements, nor anything kept or stored on any part of the Common Elements, nor any alteration of the Common Elements, without the prior written approval of the Board.**

**Section 8.13 Re-Subdivision. No Lot shall be re-subdivided into smaller lots nor conveyed or encumbered by any description or in any amount less than the full original dimensions as set forth on the Plat. Nothing herein contained shall prevent the dedication or conveyance of portions of Lots for additional easements for public utilities or similar purposes, nor conveyances correcting boundary disputes or similar problems as permitted by law.**

**Section 8.14 Easements. All utility, drainage, access, recreation, sewer, and other easements shown on the Plat are hereby granted, dedicated, and reserved for such purposes. All utilities shall be underground. No Residence or other structure shall be constructed or placed upon any easement except streets, driveways, walkways, fences, and landscaping, and then only if such items do not unreasonably interfere with any proper use and maintenance of any easement. All easement area within any Lot and all Improvements thereon shall be maintained and cared for by the Owner of the Lot unless the Association or Owner of such easement expressly assumes such responsibility either pursuant to this Declaration or otherwise.**

**Section 8.15 Drainage. No Owner shall modify or change the topography or contour of the Owner's Lot, including not by limitation any drainage easement areas, from the shape, contour, drainage pattern, or plan established by Declarant or person or entities acting on behalf of Declarant unless the Architectural Control Committee has duly authorized any such modification. Any Owner who in any way materially modifies the drainage pattern of a Lot without proper consent shall be liable for any and all damages stemming therefrom and may be required to return such drainage patterns to their original condition. If any Owner fails to properly return such drainage patterns to their original condition, the Association, after Notice to the Owner and a reasonable opportunity to perform all necessary work, may undertake such work on behalf of and at the Owner's expense. Any such expenses shall be reimbursed to the Association within thirty (30) days of the Association's furnishing Notice to such Owner that such expenses are owed and together with costs of collection**

thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.

**Section 8.16 PRG's Use.** Deleted in its entirety.

**Section 8.17 Growing Crops.** No portion of any Lot shall be used for growing any crops other than or a personal garden as permitted herein.

**Section 8.18 Radio and Television Antennae, Satellite Dishes, Telephone Transmission/Receiving Devices, and Electrical Devices.** Deleted in its entirety and replaced.

**Section 8.18 Control of Antennas and Receiving Equipment.** The use of certain types of receiving equipment is subject to rules and regulations issued by the Federal Communications Commission which preempts the ability of the Association Board to control the placement of such equipment. As of the date of this Declaration, the type of receiving equipment which do not require architectural review and approval include: (1) a "dish" antenna which is thirty-nine (39) inches or less in diameter and designed to receive direct broadcast satellite service including direct to home satellite service; or (2) an antenna which is thirty-nine (39) inches or less in diameter or diagonal measurement and is designed to receive video programming services via MMDSA (wireless cable). All transmission or receiving devices including those governed by the Federal Communications Commission shall be installed in a manner in which the device is not higher than the ridge line of the roof of the residence on the Lot on which the receiving or transmitting device is being installed. No transmission or receiving device of any type shall be located on the front elevation of any home.

**Section 8.19 Use of Campers, Tents, Etc. Prohibited.** No campers, tents, trailers, mobile homes, motor homes, or similar items shall be used for habitation within the Property.

**Section 8.20 Snow Removal.** The Association may, but shall not be required, to contract for snow removal on Common Elements, and the expense thereof shall be a Common Expense.

**Section 8.21 Destruction of Improvements.** In the event any Improvement is wholly or partially destroyed by casualty, such structure shall either be promptly rebuilt to conform with these covenants, or all remaining portions of such structure including foundation and all debris, shall be promptly removed from the Lot.

**Section 8.22 Mineral Exploration.** No portion of the Property including, without limitation, any are within a Lot, shall be used to explore for or to remove any water, soil, hydrocarbons, or other minerals of any kind.

## ARTICLE IX

### PERIMETER FENCES; GATED COMMUNITY

**Section 9.1 Repair and Maintenance.** The Association shall be responsible for maintaining, repairing, and replacing the Perimeter Fence and all related improvements and the any costs thereof shall be a Common Expense.

**Section 9.2 Negligent or Willful Acts.** Any Owner who by the Owner's, the Owner's agent's, invitee's, or tenant's negligent or willful acts or omissions, as determined by the Board, causes any portion of the Perimeter Fence or related improvements to be damaged or destroyed, shall bear the whole expense of repair or replacement thereof. Any such expense shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such expense is owed, and together with costs of collection thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.

**Section 9.3 Gated Community.** The Association, to the extent permitted by any applicable law and as it may otherwise determine, may provide for controlled vehicular, pedestrian, and other access to the portion of the Property located within the Perimeter Fence—i.e., the Gated Community. In such event, all Owners agree to abide by all applicable Rules and Regulations and otherwise cooperate in order to insure that such controlled access is maintained. Through such Rules and Regulations, the Board shall have the sole authority to determine when and how access to the Gated Community is to be permitted, though no such Rules or Regulations may prevent ordinary ingress and egress to and from any Lot at any time by the Owner or other residents of such Lot.

**Section 9.4 No Liability.** The Association assumes no duty to control access to any part of the Property. Neither the Association, the Board, or any agent, employee, or independent contractor of the Association, shall be liable for any loss, damage, or injury to any person or property based upon either the existence or nonexistence of controlled access to the Gated Community nor any adoption or failure to adopt, or failure to abide by any Rules and Regulations adopted by the Executive Board of the Association related thereto.

## ARTICLE X

### STREETS

**Section 10.1 Streets.** Unless and until any governmental agency or other authority assumes responsibility therefor, the Association shall be responsible for operating, maintain, repairing, and replacing all streets and related improvements within the Property as a part of the Common Elements and all costs associated therewith shall be a Common Expense. All streets and related improvements shall be maintained in good condition and improved as necessary by the Association.

**Section 10.2 Failure to Maintain.** In the event the Association should for any reason fail to perform its duties to maintain Common Elements including all streets and related improvements, the City of Greeley or other governmental agency or authority may, in accordance with the provisions of any applicable law, ordinance, or resolution, after notice as may be provided therein, undertake to maintain such Common Elements and the costs of such maintenance shall be paid by the Owners within the Property by assessment through the Weld County Treasurer in the manner provided by law for collection, enforcement, and remittance of general property taxes

## **ARTICLE XI**

### **INSURANCE**

**Section 11.1 Property Insurance on Insurable Common Area.** The Association shall use reasonable efforts and resources to keep all insurable improvements and fixtures constituting Common Elements insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Board may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Board may deem desirable. The Association shall be the owner and beneficiary of any such insurance and any proceeds thereof shall be payable to the Association.

**Section 11.2 Replacement or Repair of Common Elements.** Any Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (ii) the Owners of at least eighty percent (80%) of the Lots vote not to repair or replace.
- (iii) Deleted in its entirety.

The cost of repair or replacement in excess of any insurance proceeds and available reserves shall be a Common Expense. Upon proper authorization, the Association may make a special assessment to cover the additional cost of repair or replacement. If any portion of the Common Elements is not repaired or replaced, the insurance proceeds shall be used to restore the damaged area to a condition compatible with the remainder of the Common Elements and any remaining proceeds shall be distributed to all Owners equally, or their Mortgagees, as their interests may appear.

**Section 11.3 Liability Insurance.** The Association shall obtain a comprehensive policy of public liability insurance insuring the Association, Board, any management agent, and their respective employees and agents, covering all of the Common Elements and Association Maintenance Area, in an amount deemed appropriate by the Board, covering all claims for bodily injury or property damage. Such coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Common Elements or other Association

property and Association Maintenance Area. All Owners shall be included as additional insureds, but only or claims and liabilities arising in connection with the ownership, use, existence, or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

**Section 11.4 Fidelity Insurance.** The Association may, but is not required to, obtain fidelity bonds to protect against dishonest acts on the part of its officers, directors, trustees, and employees and all others who handle or are responsible for handling funds or other assets of the Association.

**Section 11.5 Workmen's Compensation Insurance.** The Association shall obtain Workmen's Compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

**Section 11.6 Officers' and Directors' Personal Liability Insurance.** The Association may, but is not required to, obtain officers' and directors' personal liability insurance to protect the Association's officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

**Section 11.7 Other Insurance.** The Association may obtain insurance against such other risks as the Board shall deem prudent with respect to the Association's operations and property.

**Section 11.8. Insurance Premiums.** Insurance premiums for any of the above-described insurance shall be a Common Expense. First Mortgagees shall have the right, jointly and severally, to pay all overdue premiums on hazard insurance policies, or secure comparable new hazard insurance coverage in the event of a lapse of such a policy, for the Common Elements; any such First Mortgagee making such payment shall be owed immediate reimbursement therefor from the Association.

**Section 11.9 Availability.** If the insurance required by Sections 11.1 and 11.3 above are not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefor having been obtained, the Association shall promptly deliver Notice of that fact to all Owners.

**Section 11.10 Casualty and Liability Insurance—Additional Requirements.** The casualty and liability policies required by Sections 11.1 and 11.3 above must provide that: (i) the insurer waives its right to subrogation against any Owner or any member of the Owner's household; (ii) no set or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (iii) if, at any time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk, the Association's policy provides primary insurance.

**Section 11.11 Property Insurance Adjustment.** Any loss covered by the property insurance policy required by Section 11.1 above must be adjusted with the Association. The insurance proceeds for such loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association

shall hold any insurance proceeds in trust for the Owner and Mortgagees as their interests may appear. Subject to Section 11.2 above, all such proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners, and Mortgagees are not entitled to receive payment of any portion of such proceeds unless there is a surplus after the property has been completely repaired or restored.

The Association may adopt written, non-discriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to property, it shall have the authority to assess negligent Owners a causing such loss or benefiting from such settlement all deductibles paid by the Association. Any such amount shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such amount is owed, and together with costs of collection thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.

**Section 11.12 Certificates of Insurance; Termination.** The insurer issuing property or liability policies as required by Sections 11.1 and 11.3 above shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, any such insurer may not cancel or refuse to renew its policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been furnished.

**Section 11.13 Owner's Insurance.** No insurance policy issued to the Association pursuant to this Article shall obviate the need for Owners to obtain insurance for their own benefit. Such insurance should include, not by limitation, a comprehensive casualty and liability policy covering the Owner's entire Lot and all Improvements thereon, including all Improvements within any Association Maintenance Area.

## ARTICLE XII

### GENERAL PROVISIONS

**Section 12.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges imposed or created by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any provisions herein shall not be deemed a waiver thereof. To the extent the Association performs any obligation on behalf of any Owner pursuant hereto, all costs thereof, costs of collection, attorney fees, and interest thereon, shall be a personal obligation of such Owner and a charge and lien against the Owner's Lot as provided for assessments herein.

**Section 12.2 Severability.** Invalidation of any provision herein shall in no way affect any other provisions which shall remain in full force and effect.

**Section 12.3 Term.** This Declaration and all provisions herein shall run with and bind the Property for an original term of twenty (20) years from the date this Declaration is first recorded,

after which time it shall be automatically extended for successive terms of ten (10) years unless terminated. This Declaration may be terminated at any time by filing in the records of Weld County, Colorado, a legally sufficient instrument signed by the Owners of not less than eighty percent (80%) of all Lots.

**Section 12.4 Amendment.** Other than any provision herein which by its terms requires a higher voting percentage for any action, in which event such higher percentage would be required, this Declaration may be amended at any time by written consent of the Owners of not less than sixty-seven percent (67%) of the Lots; except, other than termination of this Declaration. **Any amendment must meet the requirements of the Colorado Common Interest Ownership Act regarding amendment.**

**Section 12.5 Management of the Common Elements and Association Maintenance Area.** The Board may obtain and pay for the services of a managing agent to manage the Association's affairs, or any part thereof, to the extent it deems advisable, as well as such other persons the Board determines to be necessary or desirable for proper management, operation, and maintenance of the Common Elements and Association Maintenance Area; provided, however, that any related contract shall terminate upon not more than ninety (90) days' written notice, with or without cause, and without payment of any termination fee.

**Section 12.6 Condemnation of the Common Elements.** If all or any part of the Common Elements are condemned by any public authority or sold or otherwise disposed of in lieu or advance thereof, all compensation, damages, or other proceeds therefrom shall be payable to the Association. The Association shall use such proceed for restoration of the remaining Common Elements, if possible, to pay any deficiencies in Common Expenses or to establish new or increased reserves as determined by the Board, or may distribute such proceeds equally among the Owners. Distributions of any such proceeds to the Owners shall be made by checks payable jointly to the Owners and their respective First Mortgagees.

**Section 12.7 Payment of Taxes by First Mortgagees.** First Mortgagees may, jointly or singly, pay taxes or other charges which are past due and which may or have become a charge against the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

**Section 12.8 Statement of Account.** The Association shall furnish to any Owner or the Owner's designee, or to any Mortgagee or its designee, upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt to the Association's registered agent, setting forth the amount of unpaid assessments currently levied against such Owner's or Mortgagee's Lot. The statement shall be furnished within fourteen (14) days after receipt of the request and shall be binding upon the Association, Board, and every Owner. If no statement is furnished when properly requested, the Association shall have no right to assert against the requesting party any lien upon the Lot for unpaid assessments due as of the date of the request. The Association shall keep financial records sufficiently detailed to enable the Association to comply with this Section. All financial and other record shall be made reasonably available for examination by any Owner or the Owner's designee.



**Section 12.9 Indemnification.** Deleted in its entirety.

**Section 12.10 Valuation of Common elements Assessed to Lots.** Deleted in its entirety.

**Section 12.11 Maintained Lots—Additional Agreement/Declarations.** Deleted in its entirety.

**Section 12.12 Recording.** Deleted in its entirety.

**Section 12.13 Superseding Prior Declarations.** Deleted in its entirety.

**Section 12.9 Allocated Interests.** The undivided interest in the Common Expense liability and voting in the Association allocated to each Lot are as follows:

(i) The percentage of liability for common Expenses shall be determined by using a formula in which the numerator is 1 and the denominator is 78; and

(ii) The number of votes in the Association on the basis of one (1) vote being allocated as determined by the total number of Lots in the subdivision which is 78 Lots.

**Section 12.10 Severability.** Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

**Section 12.11 Claims.** No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of the Association or Declarant to enforce any provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

**Section 12.12 Waiver.** No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 12.13 Registration by Owner of Mailing Address and E-Mail Address.** Each Owner shall register a mailing address and e-mail address with the Association. All notices or demands intended to be served upon an Owner shall be sent by either e-mail, regular mail, registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Executive Board of the Association shall be sent by e-mail to the Agent of the Association or certified mail, postage prepaid, to the office of the Association at such address as is identified by the Association in writing to each Owner.

**ARTICLE XIII**

**MORTGAGEE'S RIGHTS**

**Section 13.1 Notice to Mortgagee.** Each holder of a first deed of trust on any Lot shall, upon written request by such holder to the Board, receive any of the following:

(a) Copies of budgets, notices of assessments, insurance certificates, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the deed of trust;

(b) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners subject to the limitation that the Association shall not be required to provide an audited financial statement to any Owner or Mortgagee unless required by law to do so;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by designated representative;

(d) Notice of the decision of the Owners or the Association to make any material amendment to this Declaration (as defined in Federal National Mortgage Association Lending Guide), the Bylaws, or the Articles of Incorporation of the Association.

(e) Notice of substantial damage to or destruction of any residence, or any part of the Common Area;

(f) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or any Lot within the PUD;

(g) Notice of any default of the holder's Owner which is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default;

(h) The right to examine the books and records of the Association at any reasonable time after providing a minimum of three (3) days prior written notice;

(i) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

**Section 13.2 Actions Requiring Member Approval.** Notwithstanding anything to the contrary set forth in this Declaration, the Association shall not:

(a) Unless it has obtained the prior written consent of at least sixty seven percent (67%) of all Members:

(1) by act or omission, change, waive, or abandon any scheme of architectural control, or enforcement thereof, as set forth in this Declaration, regarding the design or maintenance of the Residences, Improvements thereon or the Common Area;

(2) fail to maintain full current replacement cost fire and extended insurance coverage on the Common Area, or

(3) use hazard insurance proceeds for Common Area property losses for purposes other than to repair, replace, or reconstruct such property; or

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer any common property owned, directly or indirectly, by the

Association for the benefit of the Owners (excluding the granting of easements for public utilities or other purposes consistent with the intended use of such common property; or

- (5) any change in the voting method;
- (6) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner.
- (7) change the method of determining or the amount of reserves for maintenance, repair and replacement of the common area;
- (8) change or alter in any respect the required insurance coverage or fidelity bonds;
- (9) change the Association or Owner responsibility for maintenance and repair of the Common Area;
- (10) Seek to expand or contract the PUD subject however to the Special Declarant's right of expansion and development rights set forth within this Declaration;
- (11) alter any provision within the Declaration, Articles of Incorporation, or Bylaws which is for the express benefit of a first mortgage holder or eligible insurer or guarantor of first mortgage of a Lot within the project;
- (12) make a decision by the Owners Association to establish self management when professional management had been required previously by an eligible mortgage holder;
- (13) attempt restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (14) take any action to terminate the legal status of the project after substantial destruction or condemnation occurs;
- (15) attempt a termination for reasons other than substantial destruction or condemnation.

**Section 13.3 Implied Approval.** Implied approval by a First Mortgagee shall be assumed when a First Mortgagee fails to submit a response to any written proposal for amendment of the Declaration within sixty (60) days after said first Mortgagee receives written notice of the proposed amendment provided the notice was delivered by certified or registered mail with return receipt requested. Any of the mortgagee rights referred to in this Article XIII shall be subject to this implied approval section.

IN WITNESS WHEREOF, the Amended and Second Restatement of the Declaration of Covenants, Conditions and Restrictions of Pine Ridge Estates, PUD, has been signed by the President of the Association who certifies that upon the vote of at least sixty-seven percent (67%) of the Owners within Pine Ridge in favor of such Amended and Second Restatement of the Declaration of Covenants, Conditions and Restrictions with the Owners' intent it become effective upon the date of its recording in the real estate records of the Clerk and Recorder of Weld County.

Pine Ridge Estates, PUD

By: 

DALE K. HALL, President

STATE OF COLORADO )  
  )     ss.  
COUNTY OF WELD     )

The above and foregoing instrument was acknowledged before me by DALE HALL, as  
President of Pine Ridge Estates, PUD, on this 4<sup>th</sup> day of November, 2015.

WITNESS my hand and official seal.

My commission expires: 03-07-2016

Glen DroegemueLLer  
Notary Public

GLEN DROEGEMUELLER  
Notary Public  
State of Colorado  
My Commission Expires 03/07/2016

**CONSENT TO AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF PINE RIDGE ESTATES, PUD  
IN THE CITY OF GREELEY, WELD COUNTY, COLORADO**

On August 27, 1998, Pine Ridge of Greeley, LLC, executed and recorded an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pine Ridge Estates, PUD, City of Greeley, Weld County, Colorado. The Amended and Restated Declaration was recorded at Reception No. 2636061 of the real estate records of the Clerk and Recorder of Weld County.

The Board of Directors of the Pine Ridge Estates Homeowners Association has prepared an Amended and Second Restatement of Declaration of Covenants, Conditions and Restrictions of Pine Ridge Estates, PUD, in the City of Greeley, Weld County, Colorado. Prior to presenting the Amended and Second Restatement of the Declaration to its Membership, the Board of Directors has provided a copy the document to Pine Ridge of Greeley, LLC, for its review. Section 12.4 of the August 27, 1998 recorded Declaration contained a provisions which indicated the rights of Pine Ridge of Greeley, LLC, could not be altered by any subsequent Amendment.

Currently, Pine Ridge of Greeley, LLC, owns no lots in the Pine Ridge Estates, PUD. Pine Ridge of Greeley, LLC, consents to the provisions of the Amended and Second Restatement of the Declaration of Covenants, Conditions and Restrictions of Pine Ridge, PUD, located in the City of Greeley, Weld County, Colorado.

This Consent is executed this 22 day of December, 2014.  
Bruce DeFik  
Bruce DeFik as Manager

STATE OF COLORADO )  
  )      ss.  
COUNTY OF DENVER )

The above and foregoing instrument was acknowledged before me by BRUCE DEFIK, as Manager of Pine Ridge of Greeley, LLC, on this 22 day of DECEMBER, 2014.

WITNESS my hand and official seal.

My commission expires: 09/01/2015

Tiffany J. Frederiksen  
Notary Public

