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SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
THE MEADOWS AT POUFRE RIVER RANCH,  
A PLANNED COMMUNITY,  
AND THE MEADOWS AT POUFRE RIVER RANCH  
OF GREELEY SUBASSOCIATION

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE MEADOWS AT POUFRE RIVER RANCH, A PLANNED COMMUNITY, AND THE MEADOWS AT POUFRE RIVER RANCH OF GREELEY SUBASSOCIATION (this "Second Amendment") is made and entered into as of the \_\_\_\_\_ day of January, 2005, by THE MEADOWS AT POUFRE RIVER RANCH OF GREELEY SUBASSOCIATION, a Colorado Non-Profit Corporation (the "Association").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for The Meadows at Poudre River Ranch, a Planned Community, and The Meadows at Poudre River Ranch of Greeley Subassociation was recorded December 8, 1999, at Reception No. 2737253 of the Weld County, Colorado records; and said Declaration was amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for The Meadows at Poudre River Ranch, a Planned Community, and The Meadows at Poudre River Ranch of Greeley Subassociation recorded April 11, 2002, at Reception No. 2941987 of the Weld County, Colorado records (collectively, the "Declaration"); and

WHEREAS, Article X, Section 2 of the Declaration reserved to the Owners the right and power to amend the Declaration in accordance with the provisions of Colorado statutes, and the applicable Colorado statutes provide for amendment of the Declaration, in certain respects by vote or agreement of Owners to whom more than fifty percent (50%) of the votes in the homeowners association are allocated; and

WHEREAS, Article XII, Section 2 of the Declaration requires the written consent of at least sixty-seven percent (67%) of the Owners with respect to changes in the method of assessment or modification of maintenance responsibilities; and

WHEREAS, at a meeting of the Owners, after proper notice, the Owners, by more than sixty-seven percent (67%) of the votes entitled to vote thereon have agreed to amend the Declaration as set forth herein, and at least sixty-seven percent (67%) of such Owners have evidenced their approval of such amendment by written consent; and

WHEREAS, the Association, acting on behalf of the Owners, desires to amend the Declaration in the following respects:

1. The Association hereby publishes and declares that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the easements, covenants, conditions and restrictions set forth in the Declaration, as amended and modified herein.

2. Article V, Section 4(b) of the Declaration is hereby amended to read in its entirety as follows:

(b) Basis for Assessment. Except as provided in Article V, Section 7, with respect to Reimbursement Assessments, all Lots within the Project shall be subject to uniform assessment.

To the extent necessary to give effect to the foregoing amendment, all other contradictory provisions of the Declaration are hereby amended accordingly.

3. Article V, Section 8 of the Declaration is hereby amended to read in its entirety as follows:

8. No Differential Assessments. Each Owner, including Declarant, shall have the obligation to pay the General Assessment for each Lot owned within the Association. There shall be no differentiation between Improved Lots and Unimproved Lots. No Owner, including the Declarant/Developer, shall be exempt from General Assessments for Lots within the Association.

4. Article VI, Section 17 of the Declaration is hereby amended to read in its entirety as follows:

17. Accessory Buildings or Dog Runs. No accessory buildings or dog runs shall be allowed on the Lots.

5. The effective date of this Second Amendment of the Declaration as set forth above shall be the date of recording of this Second Amendment in the real property records of Weld County, Colorado.

6. Except as expressly amended and modified herein, the terms, covenants, conditions, easements, restrictions and reservations contained in the Declaration shall remain in full force and effect; and the Declaration, as hereby amended, shall be deemed to run with the Property and be a burden and benefit on the undersigned and any person or persons acquiring or owning any interest in the Property, or any part thereof, and their respective





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CERTIFICATION

The undersigned, being the duly authorized and acting President of The Meadows at Poudre River Ranch of Greeley Subassociation, Colorado Non-Profit Corporation (the "Association"), hereby certifies as follows:

1. That, as of the date of this Certificate, I am the duly elected and qualified President of the Association.

2. The Association has received, at a duly conducted meeting of its members, following proper notice, the requisite number or percentage of written approvals of Owners of Lots and/or any other property within the Project to adopt the foregoing Second Amendment to Declaration of Covenants, Conditions, and Restrictions for The Meadows at Poudre River Ranch, a Planned Community, and The Meadows at Poudre River Ranch of Greeley Subassociation.

DATED this 27<sup>th</sup> day of January, 2005.

THE MEADOWS AT POUFRE RIVER RANCH  
OF GREELEY SUBASSOCIATION,  
a Colorado Non-Profit Corporation

By: , President

STATE OF COLORADO )  
COUNTY OF Weld ) ss.

Before me, the undersigned authority, on this day personally appeared Stephen H. Miles, President of The Meadows at Poudre River Ranch of Greeley Subassociation, a Colorado Non-Profit Corporation, known to me to be the person or officer whose name is subscribed to in the foregoing instrument, and acknowledge that same was the act of the said The Meadows at Poudre River Ranch of Greeley Subassociation, a Colorado Non-Profit Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, in the capacity therein stated, and that all of the matters and facts set forth in said Certificate are true and correct.

Given under my hand and seal of office on this 31 day of January, 2005.

My commission expires: 9/12/07

ANN STEWART  
Notary Public  
State of Colorado

Ann Stewart  
Notary Public