

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE MEADOWS AT POUDBRE RIVER RANCH, A
PLANNED COMMUNITY, AND THE MEADOWS AT
POUDRE RIVER RANCH OF GREELEY
SUBASSOCIATION**

THIS FOURTH 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 (“Fourth Amendment”) is made and entered into as of the 28th day of August, 2020, by The Meadows at Poudre 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: the 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; the 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 recorded January 31, 2005, at Reception No. 3257569 of the Weld County, Colorado records; and the Third 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 February 16, 2006, at Reception No. 3363548 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 to the design or maintenance of the Lots; and

WHEREAS, 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;

Recorded Electronically	
ID	<u>41024283</u>
County	<u>Weld</u>
Date	<u>8/28/20</u>
Time	<u>1:14 pm</u>
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WHEREAS, Article XII, Section 1 of the Declaration requires notice of the Association's decision to make any material amendment to the Declaration be provided to and holder of a first deed of trust which has provided the Board with a written request for the same and such notice has been delivered; and

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

1. Article I, Section 10. is hereby amended to read in its entirety as follows:

Section 10. "Common Water Line" shall mean any water line which provides service to Common Areas or connects multiple Living Units to city service, whether located on Common Areas or within Lots. Common Water Line shall not mean that portion of a water line which services and connects directly to a single Living Unit.

2. Article I, Section 11. is hereby amended to read in its entirety as follows:

Section 11. "Common Sewer Line" shall mean any sewer line which provides service to Common Areas or connects multiple Living Units to city service, whether located on Common Areas or within Lots. Common Sewer Line shall not mean that portion of a sewer line which services and connects directly to a single Living Unit.

3. Article IV, Section 8 is hereby amended to read in its entirety as follows:

Section 8 – Duty to Manage and Care for Exterior Surfaces.

(a) Responsibilities of the Owner. Unless expressly assumed by the Association, the owner of any Lot shall, at such Owner's cost and expense, be responsible for all maintenance, replacement, repair and routine care of all Exterior Surfaces of the Living Units, whether such surfaces are constructed of wood, concrete, or other material. Exterior Surfaces shall mean the exterior surfaces of Living Units including: the foundation of each Living Unit; any and all painted or stained surfaces, including the stucco surfaces; the rock façade siding; cedar columns and accents; and chimney; chimney caps; all glass; all exterior doors and door frames; all screens on doors; all window units, including glass, frames, screens, and window wells; skylights, including glass; garage doors, including glass; mailboxes; and the foundation, surface, supports, stairs and railings of all patios/decks, courtyards, walks and driveways located adjacent to the Living Unit which are solely for the benefit of such Living Unit whether constructed of wood, concrete or other material; all portions of the rain gutters and downspouts;

any and all portions of any heating and air system, including the exterior support bases for the unit; exterior lights and fixtures; all portions of the roof; hose bibs; water and sewer transmission lines which serve each individual Living Unit from the point of connection with the city service or a Common Water or Sewer Line to the Living Unit; and all power, gas, telephone and cable lines at the point those lines connect to their respective services and run to the Living Unit. The Owner shall ensure that all Exterior Surfaces are adequately painted, finished, and maintained so as to present, at all times, a pleasing and attractive appearance, as reasonably determined by, and in accordance with those guidelines and rules established by the Architectural Review Committee.

(b) Responsibilities of the Associations. The Association shall manage, maintain, and repair the post on which each Living Unit's mailbox is affixed ("mailbox post"). The Association shall ensure that the cedar columns, cedar accents, and mailbox posts are adequately stained, finished, and maintained so as to present, at all times, a pleasing and attractive appearance, as reasonably determined by, and in accordance with those guidelines and rules established by the Architectural Review Committee.

(c) Association Enforcement. Should any of the items described in subparagraph (a) require maintenance, the Owner of the Living Unit shall have the financial responsibility to see that the maintenance is completed. If the Owner refuses to maintain any of the items described in subparagraph (a) or if the Association makes a written request to the Owner regarding the maintenance of any of the items identified in subparagraph (a), and the Owner refuses to complete the maintenance or accept the financial responsibility for such maintenance within 30 days of the written notice, then the Association may, at the sole discretion of the Association, complete the items of maintenance that have not been addressed by the Owner's refusal to act and may assess the Owner in accordance with the reimbursement assessment procedures of this Declaration.

4. Article V, Section 4(a) is hereby amended to read in its entirety as follows:

Section 4 – General Assessments

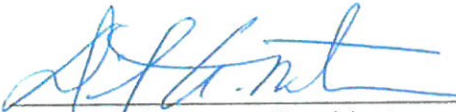
(a) Purpose. The General Assessment shall be used to promote the welfare of the Members and by way of example, without limitation, shall be used to improve and maintain the Common Areas, private streets, Common Water and Sewer lines, any external lighting used to light private streets or Common Areas, 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 for the cost of operation and maintenance of a non-potable water system if constructed, 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.

5. The effective date of this Fourth Amendment of the Declaration as set forth above shall be the date of the recording of this Fourth Amendment in the real property records of Weld County, Colorado.
6. Except as expressly amended and modified here, the terms, covenants, conditions, easement, 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 grantees, heirs, personal representatives, successors and assigns.

INWITNESS WHEREOF, the Association has caused this Fourth Amendment to the 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 to be executed the day and year first above written.

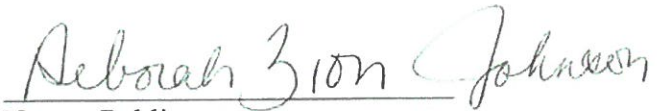
THE MEADOWS AT POUDBRE RIVER RANCH OF GREELEY SUBASSOCIATION, a Colorado Non-Profit Corporation

By: 
David A. Montano, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Forth 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 was acknowledged before me by David A. Montano, as President of The Meadows at Poudre River Ranch of Greeley Subassociation, a Colorado Non-Profit Corporation on this 28th day of August, 2020.

Witness my hand and official seal.

My Commission Expires: 6/9/24 
Notary Public

