DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ENGLISH RANCH SOUTH

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DECIARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, ENGUSH RANCH SOUTH

This Declaration is made by English Ranch South, LLC, a Colorado limited liability company, hereinafter referred to as the "Declarant", on the day of April, 1997;

W I T N E S S E T H: ARTICLE 1 - GENERAL

1.1 Development Land. Declarant is the Owner of real property in the County of Larimer and State of Colorado, more particularly described on Exhibit "A" attached hereto and by reference incorporated herein. Such property is hereinafter sometimes referred to as the "Development Land."

1.2 Purposes of Declaration. Property which becomes subject to this Declaration in the manner provided for herein shall be referred to as the "Project Area." This Declaration is executed (a) in furtherance of a common and general plan for those portions of the Development Land and the Option Land which may become a part of the Project Area; (b) to protect and enhance the quality, value, desirability and attractiveness of all property which becomes a pan of the Project Area; and (c) to establish rights and obligations of Owners in the Project Area and define restrictions relating to the Project Area.

1.3 Declaration. Declarant for itself, its successors and assigns hereby declares that the Project Area and each part thereof, shall from the date the same become subject to the Declaration, be owned, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the covenants, restrictions, limitations, reservations, exceptions and other provisions set forth in this Declaration for the duration thereof, all of which are declared to be a part of, pursuant to and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Project Area. The provisions of this Declaration are intended to and shall run with the land and shall bind, be a charge upon and inure to the mutual benefit of (a) all of the property which becomes a part of the Project Area and each part or parcel thereof, (b) Declarant and (c) all persons having or acquiring any right, title or interest in any property which becomes a part of the Project Area or any part or parcel thereof or any improvement thereon and their heirs, personal representatives, successors and assigns.

1.4 Colorado Common Interest Ownership Act. Section 5.1 of this Declaration sets a limit on the annual Common Expense Assessment that the Board of Directors may levy against individual lots that are subject to this Declaration. Because of this limitation and the provisions of C.R.S. §38-33.3-116, the Colorado Common Interest Ownership Act does not govern this Declaration nor the property subject hereto except for §38-33.3-105,

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§38-33.3-106 and §38-33.3-107 of that Act or as otherwise specifically provided m this

Declaration or a Supplemental Declaration.

ARTICLE 2 - DEFINITIONS

2.1 General. The words, phrases and terms defined in this Article shall have the meaning herein set forth unless the context clearly indicates otherwise.

2.2 "Annual Budget" shall mean the annual budget to be developed by the Board as provided in Section 5.2.

2.3 "Annexing Statement" shall mean a statement adding property to the Project

Area as described in Section 3.2 hereof.

2.4 "Applicant" shall have the meaning set forth in Section 9.4.

2.5 "Appointment Period” shall have the meaning set forth in Section 9.1.

2.6 "Architectural Standards Committee" or "Committees" shall mean and refer to the Architectural Standards Committee created pursuant to Article 9 of this Declaration.

2.7 "Articles" shall mean the Articles of Incorporation for English Ranch South Homeowners' Association, Inc., a Colorado non-profit corporation, as filed with the Colorado Secretary of State and any amendments that may hereafter be made to those Articles from time to time.

2.8 "Association" shall mean the English Ranch South Homeowners' Association, Inc., a Colorado non-profit corporation.

2.9 "Board" shall mean the Association's Board of Directors.

2.10 "Common Elements" shall mean the real property within the Project Area that is owned or leased by the Association together with all facilities and improvements installed thereon. The Common Elements for the property initially submitted to this Declaration consist of Tract A and Tract Bin the Initial Filing. None of the Common Elements in the Initial Filing are limited Common Elements.

2.11 "Common Expense Assessments" or "Assessments" shall mean the assessments levied against Lots for the purpose of paying the Common Expenses of the Association.

2.12 "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, including any allocations to reserves maintained by the Association.

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2.13 "Declarant" shall mean English Ranch South, LLC, its successors and assigns. A person shall be deemed a successor and assign of English Ranch South, LLC as the Declarant only if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration and then only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. However, a successor to English Ranch South, LLC by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration for all purposes.

2.14 "Declaration" shall mean this Declaration of Covenants, Conditions and

Restrictions for English Ranch South.

2.15 "Development Land" shall mean the real property described on Exhibit A to this Declaration.

2.16 "Established drainage pattern" shall have the meaning set forth in Section 8.7.

2.17 "First Mortgage" shall mean a real estate mortgage, deed of trust or other encumbrance of a lot to secure the performance of an obligation that has first and paramount priority under applicable law, subject only to real property ad valorem taxes and other governmental assessments and liens.

2.18 "Improved Lot" shall mean a Lot created on a Subdivision Filing on which a residence has been constructed and for which residence a Certificate of Occupancy has been issued by the City of Fort Collins.

2.19 "Improvement" shall mean all structures and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, patio covers, awnings, painting of exterior surfaces of any visible structure, additions, carports, garages, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, Landscaping, poles, signs, exterior tanks, solar equipment and exterior air conditioning.

2.20 "Improvement to Property" shall have the meaning set forth in Section 9.2.

221 "Initial Filing" shall mean the real property described on Exhibit "B" attached hereto which is the real property encompassed within English Ranch South P.U.D. according to the Subdivision Plat recorded at Reception No. 96089830 of the Larimer County records on the 17th day of December, 1996.

2.22 "Landscaping" shall mean the trees, shrubs, grass, flowers and other plantings which are placed on a Lot with intent to make the Lot more attractive.

2.23 "Lot" shall mean a Lot as plotted and designated on a Subdivision Plat of any portion of the Project Area; provided that if any Lot is divided so that a portion of the Lot is owned by an Owner in conjunction with all or a portion of an adjoining Lot and the other

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portion of the Lot is owned by another person separately, or in conjunction with all or a pan of the other adjoining Lot, then an entire property so held under one Ownership shall be a Lot for the purpose of this Declaration.

2.24 "Member" shall mean a person who holds a membership in the Association.

2.25 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of any individual property within the Project Area. For the purpose of this Declaration any person holding a purchaser's interest under a recorded contract of sale and purchase for a property, pursuant to which such person has the right to possession of the property, shall be considered to be the Owner of the property and in such case the Seller under such contract of sale shall not be considered to be the Owner. Holders of mortgages and deeds of trust shall not be considered to be Owners of property in the subdivision.

2.26 "Parking" shall have the meaning set forth in Section 6.1.

2.27 "Project" shall mean the residential housing development on the Project Area and all the amenities thereto.

2.28 "Project Area" shall mean the property which is subjected to this Declaration as provided in Section 1.2 above.

*229* "Single Family" shall mean a group of persons related by blood or marriage, living together as a family unit, or any other group of persons living together as one family for living and cooking purposes.

a. "Single-Family Dwelling" shall mean 3 or more rooms designed for or occupied by a Single Family for living or cooking purposes.

b. "Detached Single-Familv Dwelling" shall mean a residential building which contains only one Single-Family Dwelling.

2.30 "Subdivision Filing" or "Filing" shall mean the real property encompassed within a Subdivision Plat.

2.31 "Subdivision Plat" shall mean a plat recorded with the Clerk and Recorder of Larimer County, Colorado, dividing any portion of the Project Area into Lots, tracts, streets, rights of way and other divisions.

2.32 "Supplemental Declaration" shall mean a written instrument executed by Declarant and recorded with the Clerk and Recorder of Larimer County, Colorado, which imposes covenants, conditions, restrictions, reservations, easements or equitable servitudes or any combination thereof on property constituting a subdivision or a portion thereof or

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the Owners of the same. An Annexing Statement may be contained in a Supplemental

Declaration.

2.33 Other Terms may be defined in specific provisions contained m this

Declaration and shall have the meaning assigned by such definition.

ARTICLE 3 -PROPERTY SUBJECT TO DECLARATION

3.1 Initial Property. The Initial Filing is hereby made subject to this Declaration and therefore constitutes at least a part of the Project Area.

3.2 Property Which May Be Annexed. Declarant may, but shall not be required to, from time to time, unilaterally add all or any portion of the Development Land to the Project Area. Declarant shall add such additional property to the Project Area by executing and recording a written statement (an "Annexing Statement") which shall contain (i) an adequate legal description of the annexed property; (ii) a reference to this Declaration, its date of recording and the Reception Number under which is was recorded and (iii) a statement that the annexed property is declared to be a part of the Project Area. An Annexing Statement may be contained in a Supplemental Declaration. The Declarant shall have the right to amend any Annexing Statement in order to correct clerical or other technical errors, if any, contained in the initial Annexing Statement.

ARTICLE 4 - ASSOCIATION

4.1 English Ranch South Homeowners' Association. Declarant has caused the English Ranch South Homeowners' Association to be incorporated as a non-profit corporation and has designated the Association to be the owner and manager of the Common Elements. Any purchaser of a Lot shall be deemed to have assented to such designation and ratified and approved the same. The Association shall have the following duties, rights and powers:

a. To adopt rules and regulations governing the use and operation of the

Common Elements.

b. To levy and collect monthly or other periodic Common Expense

Assessments as provided herein.

c. To provide for maintenance, management, insurance and such other expenses as may be incurred by the Association in carrying out its duties under this Declaration.

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d. To hire employees, to contract for services, to purchase supplies and equipment, to enter into contracts and generally to have the powers of a property manager for the Project.

e. To take such actions as the Association may determine necessary or desirable to protect and defend the Common Elements from loss or damage.

f. To deposit funds in the hands of the Association in national or state banks insured by FDIC or other governmental agencies.

g. To represent Owners as a group and to take such action as the Association deems necessary or desirable to protect the interest of such Owners on zoning and similar issues having a potential impact on the Project.

h. To do any other thing or perform any other act that is necessary or desirable, as determined by the Association, to carry out its duties under this Declaration.

4.2 Membership. Membership in the Association shall consist of the following:

a. Any person acquiring an interest in the fee simple ownership of an Improved Lot shall automatically become a Member. Such ownership interest shall be the sole qualification for membership. Upon the sale or transfer of such fee simple interest by an Owner, that person's membership shall terminate and shall automatically be transferred to the purchaser or transferee.

b. The Declarant shall be a Member for so long as Declarant owns any Lots or any other Development Land that is still eligible for annexation to the Project Area.

4.3 Voting. Members other than Declarant shall be entitled to one vote for each Improved Lot owned by the Member, but in no event shall the fact that an Improved Lot is owned by more than one person allow more than one vote per Improved Lot. In cases where an Improved Lot is owned by more than one Member, the Member entitled to vote shall be determined as provided in the By-laws of the Association. Declarant shall have a vote for each Improved Lot owned by Declarant. Declarant shall also have one additional vote so long as it owns any Lots that are not Improved Lots or any land that is not part of a Subdivision Filing but is eligible for annexation to the Project Area.

4.4 Board of Directors. The Association shall be governed by a Board of Directors as provided in its Articles of Association and its By-laws. The functions and duties assigned to the Association shall be carried out by or under the direction of the Officers of the Association who shall be appointed as provided in the By-laws. For a maximum period of ten years, the Declarant or persons designated by the Declarant may appoint and remove the members of the Board of Directors of the Association. Notwithstanding the foregoing,

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when the Declarant has conveyed 75% of the Lots and Potential Lots in the property constituting the Project Area and any portion of the Development Land still eligible for annexation to the Project Area to Lot purchasers, Declarant's right to appoint the members of the Board of Directors shall terminate. Declarant may also surrender all or part of its right to appoint members of the Board of Directors and such surrender shall be effective upon recording a statement to that effect in the records of the Clerk and Recorder of Larimer County, Colorado. The number of Potential Lots in any portion of the Project Area or the Development Land that is still eligible for annexation to the Project Area at any time shall be equal to the number of acres within such property multiplied by three. After Declarant's right to appoint members of the Board of Directors is terminated, the Directors shall be elected by the Members of the Association at the annual meeting of the Association as provided in the By-laws.

4.5 Indemnification. Each director, officer and employee of the Association shall be indemnified by the Association against any expenses or liability, including attorneys' fees, incurred while acting as such director, officer or employee to the fullest extent permitted pursuant to Article 109 of Title 7, Colorado Revised Statutes which said Article is made applicable to non-profit corporations by C.R.S. §7-22-101.5.

4.6 Limitation on Liability of Directors and Officers. All directors and officers of the Association shall have the benefit of the limitations on personal liability for injury to person or property arising out of the tort as set forth in C.R.S. §7-108-402(2), which said Section is made applicable to non-profit corporations by C.R.S. §7-22-101.5.

ARTICLE 5 - ASSESSMENTS

5.1 Assessments. Commencing January 1, 1998, the Association shall levy a Common Expense Assessment on each Lot in the Project Area. There shall be no Assessments for calendar year 1997, and Declarant shall be responsible for payment of all Common Expenses of the Association for that year. As additional filings or parts of filings are added to the Project Area, Common Expense Assessments shall be assessed against those additional Lots pro-rata, based on the number of full months remaining in that year after the additional Lots were added to the Project Area. Common Expense Assessments shall be levied against the Lots subject to Assessment equally in the amount required to fund the Annual Budget of the Association for the current year. Notwithstanding any other provision of this Declaration, the average annual Common Expense Assessment levied on individual Lots shall not exceed $300.00 or such greater amount as may be permitted by any amendment of C.R.S. §38-33.3-116, or any successor to that Section.

5.2 Annual Budget. The Board shall develop and adopt an Annual Budget each year estimating the Common Expenses to be incurred by the Association, including any amount the Board determines proper to set aside as reserves for unforeseen expenses and in anticipation of future expenses for repairs and replacements. The Annual Budget shall take into account any overages or shortages from the previous years' operations. The Board

may amend such budget during the year if it determines that unanticipated expenses require more than the amount originally budgeted.

5.3 Owner's Obligation. Each Owner of a Lot on which a Common Expense Assessment is levied by the Association agrees to pay such Common Expense Assessment together with any interest owing thereon and the cost of collection including attorneys' fees and costs incurred by the Association, whether or not a civil action is initiated in connection with such collection. Such obligation is the personal obligation of the person who was the Owner of the Lot or of the persons jointly and severally were the Owners at the time payment of the Common Expense Assessment was due.

5.4 Non-Payment. Common Expense Assessments levied by the Association shall be due and payable on the first day of each period fixed for payment of Common Expense Common Expense Assessments and shall become delinquent unless paid within ten days thereafter. All unpaid Common Expense Assessments shall be subject to a late charge for non-payment as may be determined from time to time by the Board. If any Common Expense Assessment is not paid within thirty days after its due date, the Common Expense Assessment shall bear interest from the date of delinquency at the rate established by the Board.

5.5 Association Lien. The Association shall have a lien against the Lot on which the Assessment was levied in the amount the Assessment, all late charges, interest, attorneys' fees, costs and other expenses incurred by the Association in enforcing payment of the Assessment. The lien shall be effective as of the date the levy was made by the Association, and it shall not be necessary to record any other notice of such lien in favor of the Association. The lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Colorado for foreclosure of mortgages on real estate. Notwithstanding anything herein contained to the contrary, all liens created pursuant to this provision shall be subject and subordinate to and shall not affect the rights of the holder of any recorded First Mortgage on any Lot made in good faith and for value. In the event any assessment is delinquent, and the residence on the Lot is unoccupied, the Association may take possession of such Lot, rent the residence upon such terms and conditions and for such rent as the Association may determine appropriate, and apply any rental received towards payment of the lien and the costs of collection and foreclosure. The Association shall also be entitled to the appoint of a receiver for such Lot without notice to the Owner. The foregoing rights of the Association to rents and to take possession of Lots is subordinate to the right of a mortgagee holding a First Mortgage or assignment of rents given in connection with a First Mortgage. In addition to the lien herein granted, the Association shall have the right to bring any appropriate action in court against any Owner who fails to pay any amounts assessed against the Owner's Lot and may obtain a judgment for the amount of the Assessments due plus costs and fees, late charges, interest and other charges provided for herein. The Association shall have the power to bid at a foreclosure sale and if title is obtained by the Association through a foreclosure sale, it may hold, lease, mortgage, encumber or convey the property so obtained.

5.6 Association’s Right to Cure Default. In the event any Owner is in default on any obligations secured by an encumbrance on such Owner's property, the Board may, at its option. pay the amount due on such an obligation and in such event the Association shall have a lien against the Lot for the amount so paid in the same manner as provided for herein for unpaid Assessments.

5.7 Sale of Lot. Sale or transfer of any Lot or interest in a Lot by an Owner shall not affect or release any lien granted to the Association hereunder.

5.8 Foreclosure of First Mortgage. If the holder of a First Mortgage forecloses on its mortgage, or obtains a deed in lieu of such foreclosure, the transfer of title thereby effected shall extinguish the lien for all unpaid Assessments levied by the Association that became due before the date of such transfer of title.

5.9 Estoppel Statements. Any party before acquiring an interest in a Lot within the Project Area may request from the Association a written statement of any Assessments, fees or other charges due from the Owner of such property pursuant hereto. Such statement shall be furnished, and such party shall be entitled to rely thereon. No lien shall be enforced against the Lot on account of any fees, Assessments or other charges which accrue before the date of such statement and were not reflected thereon.

ARTICLE 6 - MAINTENANCE

6.1 Common Areas. The primary reason for forming the Association is to provide a vehicle for maintaining common areas and that portion of the right-of-way for County Road 9 that is between the east line of the initial filing and west of the installed curb (the "Parking"). The Association shall provide for all care, operation, maintenance and repair of the common areas and the Parking so as to enhance the appearance of the Project Area.

6.2 Reserves. The Association may maintain such reserves as it deems reasonable and necessary to allow it to perform its maintenance duties. The Common Expense Assessments made against Lots may include amounts for such reserves.

ARTICLE 7 - INSURANCE

7.1 General. To the extent reasonably available, the Association shall obtain and maintain the insurance described in this Article. If such insurance is not reasonably available, the Board of Directors may determine to not provide such insurance or to provide alternative insurance. To the extent reasonably possible, all insurance shall be underwritten with companies licensed to do business in Colorado having a Best's Insurance Report Rating of A-VI or better and shall cover the risks described below.

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7.2 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive public liability insurance, including non-owned and hired automobile liability coverage; personal injury liability coverage; and products' coverage covering liabilities of the Association, its Directors, Officers, employees, agents and members arising in connection with ownership, operation, maintenance, occupancy or use of any property within the Project Area which the Association is required to maintain, repair or replace, with a minimum single limit or per-occurrence limit of at least $500,000.00.

7.3 Workmens' Compensation and Employers' Liability Insurance. The Association shall obtain and maintain workmens' compensation and employers' liability insurance as may be necessary to comply with applicable laws.

7.4 Fidelity Bonds. A blanket fidelity bond or dishonesty insurance coverage is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond or insurance shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association while the bond is in force.

7.5 Directors' and Officers' Liability Insurance. The Association shall obtain and maintain directors' and officers' liability insurance, if reasonably available, covering all of the Directors and Officers of the Association, with limits as determined by the Executive Board.

7.6 Other Insurance. The Association may carry other insurance which the Board of Directors determines appropriate to protect the Association or the unit owners.

7.7 Premiums. Insurance premiums for insurance carried by the Association shall be a Common Expense, and the amount of such premiums shall be included in the annual Common Expense Assessments levied by the Association.

ARTICLE 8 - USE AND OTIIER RESTRICTIONS

8.1 General. This Article sets forth restrictions on use of property within the Project Area. Such restrictions shall apply to all property within each Subdivision Filing unless the Supplemental Declaration filed in connection with a particular Filing provides otherwise.

8.2 Maintenance of Property. No property within the Project Area shall be permitted to fall into disrepair and all such property, including any improvements and Landscaping thereon, shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. Maintenance, repair and upkeep of each Lot shall be the responsibility of the Owner of the Lot.

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8.3 Buildings and Structures. All buildings or structures erected upon Lots in the Project Area shall be of new construction. No structures of a temporary character such as trailers, tents, shacks, storage buildings or the like shall be placed on any Lot in the subdivision.

8.4 Temporary Use by Declarant. Notwithstanding any' provision herein or in a Supplemental Declaration to the contrary, it shall be expressly permissible for Declarant to maintain, on any property in the Project Area as Declarant shall determine desirable during the period of development of the Project Area and sale of Lots therein, such facilities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to such development and sale including, but not limited to, a business office, show homes, storage area, construction yards, structures, signs and sales offices.

8.5 Nuisances. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing shall be done or kept in or on any property within the Project Area which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

8.6 Hazardous Activities. No activity shall be conducted on and no improvement shall be constructed on any Lot within the Project Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior or exterior fireplace.

8.7 Maintenance of Drainage. There shall be no interference with the established drainage pattern over any property within the Project Area except as approved in writing by the Architectural Standards Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any Lot is completed and shall include any established drainage pattern shown on any plans approved by the Architectural Standards Committee.

8.8 Fencing. No fence shall be erected on any Lot within the Project Area except as approved by the Architectural Standards Committee. Any such fence which crosses a drainage easement shall conform to the requirements of Section 8.7 above. The Architectural Standards Committee may require that fencing within any Subdivision Filing within the Project Area be of a particular type and such requirement shall control within that Subdivision Filing.

8.9 Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any improvement on any Lot, the Owner thereof shall cause the damaged or destroyed improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Standards Committee, or the

Owner shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped subject to the approval of the Architectural Standards Committee so as to present a pleasing and attractive appearance.

8.10 Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than 1-square foot identifying a professional occupation or other home occupation permitted by this Declaration, one sign of not more than 5-square feet advertising the property for sale or rent, or signs used by Declarant to advertise the property during the construction and sales period.

8.11 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No more than two pets may be kept on any individual Lot.

8.12 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitation shall apply on any Lot within 10-foot from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

8.13 Recreational Vehicles. No trailer, motor home, camper unit, boat or similar recreational vehicle shall be parked on any street or Lot in the Project Area, except within an enclosed structure; provided that, for the purpose of loading the recreational vehicle, it may be parked on streets or driveways for a period of time not to exceed twenty-four (24) hours at any one time.

8.14 Aerials-Antenna. No television or radio antenna or aerial or similar fixture shall be mounted on the exterior of any building in the Project Area without express permission from the Architectural Standards Committee. The Architectural Standards Committee may adopt regulations concerning the installation of satellite dishes to receive television signals provided that such regulations comply with the requirements of federal law.

8.15 Unsightly Uses. Refuse piles and other unsightly objects or materials shall not be allowed to be placed or to remain upon any property within the Project Area.

8.16 Disabled Vehicles. Disabled vehicles shall not be stored on streets or driveways within the Project Area. No person shall repair or rebuild any vehicle on a street or driveway.

8.17 Mineral Exploration. No property within the Project Area shall be used to explore for or to remove any minerals of any son.

8.18 Home Occupations. The conduct of a home occupation within a residence in the Project Area shall be considered accessory to the residential use and not a violation of these Covenants provided that the following requirements are met.

a. Such home occupation shall be conducted only within the interior of the dwelling and shall not occupy more than twenty-five percent (25%) of the floor area within the dwelling.

b. The home occupation shall be conducted only by the residents of the dwelling and no non-residents shall be employed in connection with the home occupation carried on in the dwelling.

c. No sign shall be permitted on the Lot or the exterior of the dwelling except as expressly permitted under the provision of Paragraph 4.9 above.

d. No retail sales shall be conducted on the Lot.

e. The conduct of such home occupation must be permitted under the zoning ordinance of the City of Fort Collins.

ARTICLE 9 - ARCHITECTURAL STANDARDS

9.1 Committee. There is hereby established an Architectural Standards Committee which shall have the powers and duties set forth herein. Initially, the Architectural Standards Committee shall consist of the following three individuals:

William D. Bartran P. 0. Box 36

Timnath, CO 80547

Daniel K. Bartran P. 0. Box 36

Timnath, CO 80547

Lee Ann B. Mill 5500 E. County Road 40

Ft. Collins, CO 80525

A majority of the Committee may designate a representative to act for it. In the event any vacancy occurs on the Committee for any reason, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed on account of the Committee. During the Appointment Period (as hereafter defined) Declarant shall have the continuing right to determine the number of members of the

committee and to appoint such members. The "Appointment Period" shall mean the period of time extending from the date of recording this Declaration and continuing until the earliest to occur of the following events: (a) Such time as 90% of the area then within or eligible for annexation into the Project Area is owned by a party other than Declarant. its successors or assigns; or (b) December 31, 2022. Members of the Architectural Standards Committee appointed by Declarant may be removed at any time by Declarant and shall serve until resignation or removal by Declarant. After the end of the Appointment Period the then record Owners of a majority of the Lots within the Project Area shall have the power through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. Except as the membership may be changed by written instrument of a majority of the Lot Owners within the Project Area, vacancies on the Committee shall be filled first by the Declarant and if Declarant does not fill the vacancy within three months after it is notified of such vacancy, then by the remaining members of the Committee.

9.2 Improvement to Property Defined. "Improvement to Property", as used in this Article 9 shall mean and include without limitation: (a) The construction, installation, erection or expansion of any building, structure or other Improvement, including utility facilities; (b) the demolition or destruction by voluntary action of any building, structure or other Improvement; (c) the grading, excavation, filling or similar disturbance to the surface of the land, including without limitation, change of grade, change of ground level or change of drainage pattern; (d) the installation or removal of any Landscaping, and (e) any change or alteration of any previously approved Improvement to Property including any change of exterior appearance, color or texture.

9.3 Restriction. No Improvement to Property shall be made to any property within the Project Area by anyone other than Declarant unless the same has been approved by the Architectural Standards Committee.

9.4 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement to Property, the person proposing to make such Improvement to Property (hereinafter "Applicant") shall submit to the Architectural Standards Committee such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the Architectural Committee shall reasonably request showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement to Property. The Architectural Standards Committee may require submission of additional plans, specifications or other information as it may deem necessary prior to approving or disapproving the proposed Improvement to Property. The Committee may postpone review of any materials submitted for approval until all materials requested by it are submitted. The Architectural Standards Committee shall maintain a record of all materials submitted to it for consideration, the action ultimately taken thereon and the date of such action.

9.5 Criteria for Approval. The Architectural Standards Committee shall approve any proposed Improvements to Property only if it determines in its reasonable discretion

that the Improvement to Property will not be detrimental to the appearance of the surrounding areas of the Project Area as a whole and that the Improvement to Property will not detract from the beauty, wholesomeness or attractiveness of the Project Area or the enjoyment thereof by Owners. The Architectural Standards Committee may condition its approval of any proposed Improvements to Property upon the making of such changes thereto as the Architectural Standards Committee may deem appropriate.

9.6 Action by Committee. The Architectural Standards Committee's approval or disapproval of any matter submitted to it shall be in writing. The Committee shall act by a majority vote of a quorum or by its designated representative. A quorum of the Committee shall consist of a majority of the members of the Committee. In the event the Committee fails to approve or disapprove plans and specifications submitted to it within 30 days after such submission (including submission of all additional materials requested) approval will not be required and the Applicant shall be deemed to have fully complied with the requirements of this Article.

9.7 Standards and Rules. The Architectural Standards Committee may adopt standards and rules governing within the Project Area or Filing, the types of buildings to be permitted, permitted construction materials and the like. Such standards may include permitted exterior materials and finish, including colors which are approved for the exterior of structures within the Project Area or Filing. Such standards and rules shall be as determined from time to time by the Committee, shall be in writing and shall be available to all interested parties upon request therefor.

9.8 Notice of Completion. Promptly upon completion of an Improvement to Property the Applicant shall give written notice of completion to the Architectural Standards Committee. For all purposes hereunder the date of receipt of such notice of completion by the Architectural Committee shall be deemed to be the date of completion of such Improvement to Property.

9.9 Inspection of Work. The Architectural Standards Committee or its duly authorized representative shall have the right to inspect any Improvement to Property prior to or after completion provided that the right of inspection shall terminate 60 days after the Committee shall have received the notice of completion.

9.10 Notice of Noncompliance. If, as a result of inspections or otherwise, the Architectural Standards Committee finds that any Improvement to Property has been done without obtaining approval of the Committee, or was not done in substantial compliance with the plans as approved by the Committee and the requirements of the Committee, the Architectural Standards Committee may notify the Applicant in writing of the noncompliance, which notice shall be served on the Applicant within 60 days after the Committee receives the notice of completion. Such notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

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9.11 Failure of Committee to Act After Completion. If, for any reason other than the Applicant's act or neglect, the Architectural Standards Committee fails to notify the Applicant of any noncompliance within 60 days after receipt of written notice of completion from the Applicant, the Improvement to Property shall be deemed in compliance if such Improvement was in fact completed as of the date of the notice of completion.

9.12 Correction of Noncompliance. If the Architectural Standards Committee gives written notice of noncompliance to the Applicant, the Applicant shall remedy or remove the same within any period of not more than 45 days from the date of receipt of such notice of noncompliance. If the Applicant fails to comply with the notice within such period, the Committee may, at its option, to be exercised at any time or times the Committee selects, (i) record a notice of noncompliance against the real property on which the noncompliance exists, (ii) remove the noncomplying Improvement to Property or (iii) otherwise remedy the noncompliance, and the Applicant shall be required to reimburse the Committee upon demand for all expenses so incurred. If such expenses are not promptly repaid by the Applicant or the Owner of the Lot, the Architectural Standards Committee shall be entitled to recover the amount of such expense, together with its reasonable attorney's fees incurred, by action at law or in equity. The Architectural Standards Committee shall also have a lien on the Lot on which the noncomplying Improvement to Property was erected. To enforce repayment of the amount owing such lien shall be superior to all other liens except liens for taxes and special assessments, a First Mortgage lien and any Assessment on the Lot pursuant to Article 5 hereof.

9.13 Variances. The Architectural Standards Committee may authorize variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, including restrictions on height, size, floor area, placement of structures or similar restrictions when circumstances such as topography, natural obstruction, hardship, aesthetic or environmental considerations may so require. Such variances must be evidenced in writing and shall become effective when signed by a majority of the members of the Architectural Standards Committee or the Committee's designated representative. To the extent a variance is granted, construction of Improvements to Property in compliance with the terms of the variance shall not be a violation of any of the requirements of this Declaration. However, the granting of one variance shall not operate to waive any of the provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property designated by the Architectural Standards Committee and the particular provision of the Declaration covered by the variance nor shall the granting of a variance affect, in any way, the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

9.14 Compensation of Members. Members of the Committee shall not receive compensation for their services other than reimbursement for out-of-pocket expenses incurred by them in the performance of their duties.

9.15 Meetings of Committee. The Architectural Standards Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, from

time to time, by resolution in writing adopted by a majority of the members, designate a time to time, by resolution in writing adopted by a majority of the members, representative to take any action or perform any duties for or on behalf of the Architectural Standards Committee. The action of the Committee representative so authorized or the written consent or vote of a majority of the members of the Architectural Standards Committee shall constitute action of the Committee.

9.16 Estoppel Certificate. The Architectural Standards Committee shall, upon the reasonable request of any interested party, furnish a Certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether an Improvement to Property was made in compliance with this Declaration and any applicable Supplemental Declaration. Any person shall be entitled to rely on such Certificate with respect to all matters set forth therein.

9.17 Non-liability for Committee Action. No member of the Architectural Standards Committee nor any designated representative of the Committee shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Standards Committee unless the damage or injury is due to the willful misconduct or bad faith of the party held to be liable. In reviewing any matter the Committee shall not be responsible for reviewing nor shall its approval of an Improvement to Property be deemed to be an approval from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental requirements.

9.18 Delegation. A majority of the members of the Architectural Standards Committee may elect to delegate the powers and responsibilities of the committee to the Association. In such event, a statement signed by the members of the Architectural Standards Committee delegating such powers and obligations to the Association shall be recorded in the office of the Clerk and Recorder of Larimer County, Colorado, and thereafter, the Association shall perform the duties and have the powers of the Architectural Standards Committee. The Association shall further have the power to delegate all or pan of its powers and duties under this Article to a committee of members formed and appointed by the Board for such purpose.

ARTICLE 10 - GENERAL PROVISIONS

10.1 Term of Declaration. Subject to amendment as herein provided, this Declaration shall remain in full force and effect, shall run with the land and shall be binding upon all persons having any interest in any of the real property within the Project Area for a period of 40 years after the date hereof and thereafter shall be automatically extended for successive periods of ten years each unless, prior to the beginning of the extension period, an instrument signed by a majority of the then Owners of Lots within the Project Area has been recorded agreeing to terminate the Declaration in whole or in part.

10.2 Enforcement. The failure of any Owner to comply with the provisions of this Declaration or any requirement imposed on such Owner pursuant to any provision hereof will give rise to a cause of action in the Architectural Standards Committee, Declarant or any aggrieved Owner for recovery of damages or injunctive relief or both. If any Owner, the Architectural Standards Committee or Declarant incurs any cost, including reasonable attorney's fees, in enforcing any of the provisions of this Declaration, such cost, including reasonable attorney's fees, shall also be recoverable in such enforcement action.

10.3 Supplemental Declaration. A Supplemental Declaration made and recorded by the Declarant in connection with a specific Filing or Filings may impose additional requirements or vary provisions of this Declaration with respect to such Filing. In such event the provisions of the Supplemental Declaration shall control to the extent they are inconsistent with the provisions of this Declaration.

10.4 Amendments. This Declaration, or any portion thereof, may be amended or revoked at any time by an instrument in writing signed by the Owners of at least 75% of the Lots in the Project Area; provided that, no such instruments shall be effective that are not executed by the Declarant so long as the Declarant owns any property that is within the Project Area or eligible for annexation to the Project Area pursuant to the terms of this Declaration. Any Amendment shall be effective only upon the recordation of the written Amendment and ratifications thereof containing the necessary signatures of Lot Owners and encumbrance holders. No Amendment to this Declaration may be made which conflicts with the laws of the State of Colorado. No Amendment shall affect the rights of Declarant unless approved and consented to by the Declarant in writing.

10.5 Severability. Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

10.6 Disclaimer. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any covenant or provision of this Declaration or for the failure of the Architectural Standards Committee or Declarant to enforce any covenant or provision hereof. This section may be pleaded as a full bar to the maintenance of any such action or arbitration brought in violation of the provisions of this section.

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

10.8 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

10.9 Construction. The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires. The provisions of this Declaration shall be liberally constructed as a whole to effectuate the purpose thereof.

10.10 Governing Law. This Declaration shall be construed and governed under the laws of the State of Colorado.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and year first hereinabove written.

ENGLISH RANCH SOUTH, LLC, a Colorado limited liability

company

By: 

William D. Bartran, Manager

STATE OF COLORADO )

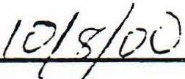
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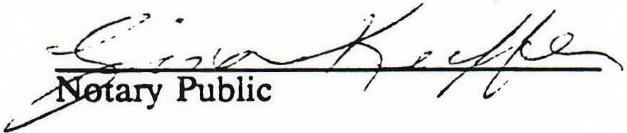
COUNTY LARIMER )

The foregoing instrument was acknowledged before me this 7th day of April,

1997, by William D. Bartran as Manager of English Ranch South, LLC, a Colorado limited

liability company.

Witness my hand and official seal. My commission expires:



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EXHIBIT A

**EXHIBIT A**

A tract of land situated in the Northeast 1/4 of Section 3Township 7 North, Range 68West of the Sixth P.M., Larimer County, Colorado which considering the East line of the said Northeast 1/4 as bearing S 00009'53" E and with all bearings contained herein relative thereto is contained within the boundary lines which begin at the East 1/4 comer of said Section 32 and run thence along the South line of the said Northeast 1/4, N 89°41'34" W 2647.13 feet to the center 1/4 comer of said Section 32, thence along the West line of said Northeast 1/4, N 00009'23" W 960.57 feet; thence S 89°12'06" E 2312.46 feet, part of said line being along the English Ranch Third, Fourth, and Fifth Filings Southerly boundary line; thence along the boundary line of English Ranch Fifth Filing, N 00°09'53" W 233.20 feet; thence along the boundary line of English Ranch PUD Sixth Filing, N 89°50'07" E 334.77 feet to the East line of the said Northeast 1/4; thence along said East line, S 00°09'53" E 1176.71 feet to the point of beginning containing, 59.4946 acres more or less;

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EXHIBIT B

A TRACT OF LAND SITUATE IN THE NORTHEAST V4 OF SECTION 32, TOWNSHIP 7 NORTII, RANGE 68 WEST OF TIIE SIXTH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, WHICH, CONSIDERING 11-IE EAST LINE OF THE SAID NORTHEAST V4 AS BEARING N 00009'53" W AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE 11-IERETO IS CONTAINED WITHIN THE BOUNDARY UNES WHICH BEGIN AT THE EAST V4 CORNER OF SAID SECTION 32 AND RUN THENCE ALONG THE SOUTH UNE OF SAID NORTI-IEAST V4, N 89°41'34" W 811.44 FEET; THENCE N 00°18'26" E 205.25 FEET; TIIENCE ALONG THE ARC OF A 1278.88 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 185.72 FEET. THE LONG CHORD OF WHICH BEARS N 85°02'30" W 185.56 FEET; TIIENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 17.28 FEET, THE LONG CHORD OF WHICH BEARS S 45°47'54" W 15.56 FEET; THENCE N 89°12'06" W 68.00 FEET; THENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 17.28 FEET, THE LONG CHORD OF WHICH BEARS N 44°12'06" W 15.56 FEET, THENCE N 00°47'54" E 68.00 FEET; THENCE S 89°12'06" E 7.00 FEET; THENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 17.28 FEET, THE LONG CHORD OF WHICH BEARS N 45°47'54" E 15.56 FEET; THENCE N 00°47'54" E 198.00 FEET; TIIENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 17.28 FEET, THE LONG CHORD OF WHICH BEARS N 44°12'06" W 15.56 FEET; THENCE N 010Z8'46" W 54.04 FEET; THENCE N 00°47'54" E 110.00 FEET; THENCE N 89°12'06" W 10.24 FEET; THENCE N 00°47'54" E 110.00 FEET; TIIENCE N 89°12'06" W 5.41 FEET; THENCE N 00°47'54" E 54 FEET; THENCE ALONG THE ARC OF A 11.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 17.28 FEET, THE CHORD OF WHICH BEARS N 45°47'54" E 15.56 FEET; THENCE N 00°47'54" E 99.00 FEET TO A POINT ON THE SOUTH BOUNDARY UNE OF ENGUSH RANCH FOURTII FILING; THENCE ALONG SAID SOUTH UNE S 89°12'06" E 737.46 FEET; THENCE N 00°09'53" W 223.20 FEET ALONG THE BOUNDARY LINE OF ENGUSH RANCH FIFTH FILING; THENCE ALONG THE SOUTH BOUNDARY LINE OF ENGUSH RANCH P.U.D., SIXTH FILING N 89°50'07" E 334.77 FEET TO THE EAST UNE OF THE SAID NORTHEAST 1!4; THENCE ALONG SAID EAST LINES 00°09'53 E 1176.11 FEET TO THE POINT OF BEGINNING

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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ENGUSH RANCH SOUTH

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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,

ENGLISH RANCH SOUTH

This Supplemental Declaration of Covenants, Conditions and Restrictions (hereinafter the "Supplemental Declaration) is made this\_ day of April, 1997, by English Ranch South, LLC, a Colorado limited liability company ("hereinafter the Declarant");

W I T N E S S E T H: ARTICLE 1 - INTRODUCTION

1.1 Initial Filing: Declarant is the Owner of the property constituting English Ranch South P.U.D., a subdivision in the City of Fort Collins, Colorado, according to the plat thereof recorded in the Office of the Clerk and Recorder of Larimer County, Colorado, on the 17th day of December, 1996 at Reception Number 96089830. Said property is identified as the "Initial Filing" herein and in that certain Declaration of Covenants, Conditions and Restrictions, The English Ranch South, which is recorded in the office of the Larimer County Clerk and Recorder concurrently herewith (hereinafter the "Master Declaration").

1.2 Development of Initial Filing: The Initial Filing is part of a larger land area identified as the "Project Area" in the Master Declaration. In furtherance of the Master Declaration the Declarant has caused the Subdivision Plat for the Initial Filing to be prepared and recorded in the Office of the Larimer County Clerk and Recorder. Declarant intends to sell Lots in the Initial Filing for use as sites for Detached Single Family Dwellings as contemplated by the plan for development of the Project.

1.3 Additional Covenants. Conditions and Restrictions: By the Master Declaration Declarant designated the Initial Filing as a portion of the Project Area. Pursuant to the provisions of Section 10.3 of the Master Declaration this Supplemental Declaration imposes additional covenants, conditions and restrictions on the property constituting the Initial Filing and on the Owners of Lots therein.

ARTICLE 2 - DEFINITIONS

2.1 General: Unless otherwise expressly provided herein the capitalized terms in this Supplemental Declaration shall have the same meaning as any similarly capitalized and defined terms in the Master Declaration. The following words, phrases and terms when used in this Supplemental Declaration shall have the meanings hereinafter specified unless the context clearly indicates otherwise.

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2.2 Initial Filing shall mean the lands subdivided by the Subdivision Plat of English

Ranch South P.U.D., as more particularly described in Section 1.1 hereof.

ARTICLE 3 - PURPOSE OF SUPPLEMENTAL DECLARATION

3.1 General Plan and Declaration: This Supplemental Declaration is hereby established as a part of, pursuant to and in furtherance of the common and general plan for the development, improvement and sale of property within the Initial Filing and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Initial Filing. Declarant for itself, its successors and assigns hereby declares that the Initial Filing and each . part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject not only to the covenants, restrictions, limitations, reservations, exceptions and other provisions set forth in the Master Declaration, but also to those set forth herein, all of which are declared to be a part of, pursuant to and in furtherance of a common general plan of development, improvement, enhancement and protection of the Initial Filing.

3.2 Covenants Appurtenant: The provisions of the Master Declaration and of this Supplemental Declaration are intended to and shall run with the land and shall binding upon and inure to the benefit of (a) the Initial Filing, (b) Declarant and (c) all persons having or acquiring any right, title or interest in any property in the Initial Filing or any improvements thereon and their heirs, personal representatives, successors and assigns.

ARTICLE 4 - ADDITIONAL USE RESTRICTIONS

4.1 Land Use and Building Type: No Lot in the Initial Filing shall be used except as the site of a Detached Single Family Dwelling and such appurtenant structures as may be approved by the Architectural Standards Committee and erected thereon in conformance with the Master Declaration and this Supplemental Declaration. Tracts A and B will be utilized as a common elements facility and will be owned, maintained and controlled by the Association. No Owner shall install or place any play equipment or other articles of personal property on Tracts A and B without express authorization from the Association, nor shall any owner maintain any garden or otherwise use any portion of Tracts A and B for the growing of plants of any kind.

4.2 Building Area. The ground floor area of the residence on a Lot, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling nor less than 700 square feet for a dwelling of more than one story. A basement or garden level area designed and constructed to be used as living space within a dwelling and located under another level of the dwelling designed to be used as living space shall be considered a story for the purpose of this covenant. For split level residences the main floor of the entire structure shall be considered as one story regardless of differences of elevation between the various levels.

4.3 Building Location: No building shall be located on any Lot nearer than 20 feet to the front lot line, five feet to any interior side lot line, 15 feet to any side street lot line or nearer than 15 feet to the rear lot line. For the purpose of this provision, eaves, steps and open porches shall not be considered as a part of the building; provided, that this provision shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

4.4 Lot Area and Width: No dwelling shall be erected or placed on any Lot having a width of less than 45 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any Lot having an area of less than 7.000 square feet.

4.5 Roofing Materials: The roofs on all buildings within the Initial Filing shall be shingled with such materials as may, from time to time, be specifically approved by the Architectural Standards Committee.

4.6 Easements for Utilities and Drainage: Easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the Subdivision Plat for the Initial Filing. Within these easements no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. A fence may be erected across a drainage channel easement provided there is an adequate space between the bottom of the fence and the surface of the ground beneath the fence which will allow the passage of drainage water. Such space shall be no less than four inches; provided, however, that the Architectural Standards Committee may require a larger space if it deems the same necessary or desirable. The easement area of any Lot in the Initial Filing and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

4.7 Required Fencing: On Lots 58 through 64 inclusive of the Initial Filing, the Declarant will erect a fence on the adjoining right of way for County Road No. 9 abutting the rear lot line of said Lots. The Association shall maintain and replace such improvements as necessary to keep the same in a first class condition. The Declarant will install fencing along the common property line between Tract A and the north line of Lots

65 through 70 inclusive of the Initial Filing. The Association shall also maintain and replace

such fencing as necessary to keep the same in first class condition. The Association shall have an easement within the utility and drainage easements along the eastern boundary of Lots 58 through 70 for the purpose of maintaining and replacing such fencing. No gate shall be installed in any of such fencing without the express consent of the Association.

4.8 Fencing Restriction: A development agreement was entered into between the City of Fort Collins and Declarant on October 7, 1996. The development agreement sets forth the terms and conditions under which Declarant is developing the land contained within English Ranch South P.U.D. subdivision. These requirements include requirements

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for the drainage easements shown on the Subdivision Plat for the Initial Filing over Lots 2 through 16, 18 through 30, 32 through 43, 45 through 50, 52, 53, 54 and 62 through 65 and installation of concrete drainage pans in such easements to insure that surface drainage will be carried through the subdivision and into the City's drainage facilities off the subdivision site. The Declarant will grade. the drainage ways and install the concrete drainage pans as required by the City-approved Utility Plans for English Ranch South P.U.D. and the development agreement. The development agreement also contains restrictions concerning fencing over the established drainage ways. In accordance with the requirements set forth on sheet 4 of the approved utility plans entitled "Grading and Erosion Control Plan" no fence shall be installed over a concrete drainage pan in a drainage easement on a Lot within 1.1 feet from the low point in the drainage pan, except that open chain link fencing may be installed within such area if such installation is approved by the Architectural Standards Committee. This restriction on fencing shall not be amended or varied without the consent of the City of Fort Collins. (See also Section 8.7 and 8.8 of Master Declaration).

4.9 Solar Energy Installations: The Architectural Standards Committee shall approve the plans and specifications for the installation of residential solar systems, provided that the Committee determines, in its sole discretion, that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the Initial Filing and the Project Area. Any such Architectural Standards Committee approval shall have no effect upon the enforceability of any other use restrictions in the Master Declaration or this Supplemental Declaration. The Committee may promulgate standards and guidelines against which to examine any such plans and specifications. Any such standards and guidelines restricting the installation or use of a solar energy system shall not significantly increase the cost of the system nor significantly decrease its efficiency.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

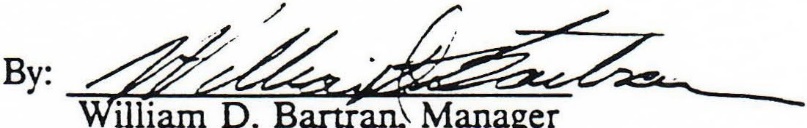
5.1 Amendment and Duration: This Supplemental Declaration may be amended or repealed at any time only by complying with the applicable requirements of Section 10.1 and 10.4 of the Master Declaration; provided, however, that the approval by Owners required under Section 10.4 of the Master Declaration shall require the approval only of 75% of the Owners of Lots in the Initial Filing. This Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect, in accordance with Section 10.1 thereof.

5.2 Adoption By Reference: Sections 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, and 10.10 of the Master Declaration are incorporated herein by reference, and the provisions thereof shall apply to this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be execute on the day and year first above written.

ENGUSH RANCH SOUTH, LLC, a

Colorado limited liability company



STATE OF COLORADO )

) ss.

COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this *17th* day of April, 1997, by William D. Bartran as Manager of English Ranch South, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 10/8/00



Notary Public

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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ENGLISH RANCH SOUTH P.U.D. SECOND FILING



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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ENGLISH RANCH SOUTH P.U.D. SECOND FILING

This Supplemental Declaration of Covenants, Conditions and Restrictions (hereinafter the "Supplemental Declaration") is made this \_ day of May, 1998, by English Ranch South, LLC, a Colorado limited liability company ("hereinafter the Declarant");

W I TN E S S E T H: ARTICLE 1 -INTRODUCTION

1.1 Second Filin12:: Declarant is the 0-vvner of the property constituting English Ranch South

P.U.D. Second Filing, a subdivision in the City of Fort Collins, Colorado, according to the plat thereof recorded in the Office of the Clerk and Recorder of Larimer County, Colorado, on the 3Oth day of April, 1998 at Reception Number 98034902. Said property is identified herein as the "Second Filing".

1.2 Development of Second Filing: The Second Filing is part of a larger land area identified as the "Project Area" in that certain Declaration of Covenants, Conditions and Restrictions, The English Ranch South, which was recorded in the office of the Larimer County Clerk and Recorder on April 17, 1997 at Reception Number 97023695 (hereinafter the "Master Declaration"). By this Supplemental Declaration, the Declarant is annexing the Second Filing to the English Ranch Project Area pursuant to Section 3.2 of the Master Declaration, and thereby subjecting all of the lots and other property in the Second Filing to the Covenants, Conditions and Restrictions of the Master Declaration. In furtherance thereof, the Declarant has caused the Subdivision Plat for the Second Filing to be prepared and recorded in the Office of the Larimer County Clerk and Recorder. Declarant intends to sell Lots in the Second Filing for use as sites for Detached Single Family Dwellings as contemplated by the plan for development of the English Ranch Area.

1.3 Additional Covenants. Conditions and Restrictions: Pursuant to the provisions of Section 10.3 of the Master Declaration this Supplemental Declaration imposes additional covenants, conditions and restrictions on the property constituting the Initial Filing and on the Owners of Lots therein.

ARTICLE 2 -DEFINITIONS

2.1 General: Unless otherwise expressly provided herein the capitalized terms in this Supplemental Declaration shall have the same meaning as any similarly capitalized and defined terms in the Master Declaration. The following words, phrases and terms when used in this Supplemental Declaration shall have the meanings hereinafter specified unless the context clearly indicates otherwise.

2.2 Second Filing shall mean the lands subdivided by the Subdivision Plat of English Ranch

South P.U.D. Second Filing, as more particularly described in Section 1.1 hereof.

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ARTICLE 3- PURPOSE OF SUPPLEMENTAL DECLARATION

3.1 General Plan and Declaration: This Supplemental Declaration is hereby established as a part of. pursuant to and in furtherance of the common and general plan for the development, improvement and sale of property within the Second Filing and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Second Filing. Declarant for itself, its successors and assigns hereby declares that the Second Filing and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject not only to the covenants, restrictions, limitations, reservations, exceptions and other provisions set forth in the Master Declaration, but also to those set forth herein, all of which are declared to be a part of, pursuant to and in furtherance of a common general plan of development, improvement, enhancement and protection of the Second Filing.

3.2 Covenants Appurtenant: The provisions of the Master Declaration and of this Supplemental Declaration are intended to and shall run with the land and shall binding upon and inure to the benefit of(a) the Second Filing, (b) Declarant and (c) all persons having or acquiring any right, title or interest in any property in the Second Filing or any improvements thereon and their heirs, personal representatives, successors and assigns. ·

ARTICLE 4- ADDITIONAL USE RESTRlCTIONS

4.1 Land Use and Building Type: No Lot in the Second Filing shall be used except as the site of a Detached Single Family Dwelling and such appurtenant structures as may be approved by the Architectural Standards Committee and erected thereon in conformance with the Master Declaration and this Supplemental Declaration.

4.2 Building Area. The ground floor area of the residence on a Lot, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one story dwelling nor less than 700 square feet for a dwelling of more than one story. A basement or garden level area designed and constructed to be used as living space within a dwelling and located under another level of the dwelling designed to be used as living space shall be considered a story for the purpose of this covenant. For split level residences the main floor of the entire structure shall be considered as one story regardless of differences of elevation between the various levels.

4.3 Building Location: No building shall be located on any Lot nearer than 20 feet to the front lot line, five feet to any interior side lot line, 15 feet to any side street lot line or nearer than 15 · feet to the rear lot line. For the purpose of this provision, eaves, steps and open porches shall not be considered as a part of the building; provided, that this provision shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

4.4 Lot Area and Width: No dwelling shall be erected or placed on any Lot having a width of less than 45 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any Lot having an area of less than 5,250 square feet.

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4.5 Roofing Materials: The roofs on all buildings within the Second Filing shall be shingled with such materials as may, from time to time, be specifically approved by the Architectural Standards Committee.

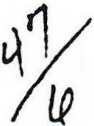
4.6 Easements for Utilities and Drainage: Easements for the installation and maintenance of util i ties and drainage facilities are dedicated as shown on the Subdivision Plat for the Second Filing. Within these easements no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels or which may obstruct or retard the flow of water through drainage channels. A fence may be erected across a drainage channel easement provided there is an adequate space between the bottom of the fence and the surface of the ground beneath the fence which will allow the passage of drainage water. Such space shall be no less than four inches; provided, however, that the Architectural Standards Committee may require a larger space if it deems the same necessary or desirable. The easement area of any Lot in the Second Filing and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

4.7 Fencing Restriction: A Development Agreement was entered into between the City of Fort Collins and Declarant on March 17, 1998. The Development Agreement sets forth the terms and conditions under which Declarant is developing the land contained within English Ranch South P.U.D. subdivisions. These requirements include requirements for the drainage easements shown on the Subdivision Plat for the Second Filing over Lots 47 through 50, 160 through 165 and 168 for installation of concrete drainage pans in such easements to insure that surface drainage will be carried through the subdivision and into the City's drainage facilities off the subdivision site. The Declarant will grade the drainage ways and install the concrete drainage pans as required by the City­ approved Utility Plans for English Ranch South P.U.D. Second Filing and the Development Agreement. The Development Agreement also contains restrictions concerning fencing over the established drainage ways. In accordance with the requirements set forth on sheet number 7 of the approved utility plans entitled "Grading and Erosion Control Plan" no fence shall be installed over a concrete drainage pan in a drainage easement on a Lot within 1 .1 feet from the low point in the drainage pan, except that open chain link fencing may be installed within such area if such installation is approved by the Architectural Standards Committee. This restriction on fencing shall not be amended or varied without the consent of the City of Fort Collins. (See also Sections 8.7 and

8.8 of Master Declaration.)

4.8 Solar Energy Installations: The Architectural Standards Committee shall approve the plans and specifications for the installation of residential solar systems, provided that the Committee - determines, in its sole discretion, that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the Second Filing and the Project Area. Any such Architectural Standards Committee approval shall have no effect upon the enforceability of any other use restrictions in the Master Declaration or this Supplemental Declaration. The Committee may promulgate standards and guidelines against which to examine any such plans and specifications. Any such standards and guidelines restricting the installation or use of a solar energy system shall not significantly increase the cost of the system nor significantly decrease its efficiency.

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ARTICLE 5- MISCELLANEOUS PROVISIONS

5.1 Amendment and Duration: This Supplemental Declaration may be amended or repealed at any time only by complying with the applicable requirements of Section 10.1 and 10.4 of the Master Declaration; provided, however, that the approval by Owners required under Section 1 0.4 of the Master Declaration shall require the approval only of 75% of the Owners of Lots in the Second Filing. Subject to the foregoing, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect, in accordance with Section 10.1 thereof.

5.2 Adoption Bv Reference: Sections 10.2, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, and 10.10 of the Master Declaration are incorporated herein by reference, and the provisions thereof shall apply to this Supplemental Declaration.

IN WITNESS \VHEREOF, the Declarant has caused this Declaration to be execute on the day and year first above written.

ENGLISH RANCH SOUTH, LLC, a

Colorado limited liability company



STATE OF COLORADO )

) ss.

COUNTY OF LARIMER )

By:

William D. Bartran, Manager

The foregoing instrument was acknowledged before me this 7th day of May,1998, by

William D. Bartran as Manager of English Ranch South, LLC, a Colorado limited liability company.

Witness my hand and official seal. My commission expires: *12-17-00*

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