

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
OF OAK MEADOWS P.U.D. - FILING 1, TOWN OF FIRESTONE  
WELD COUNTY, COLORADO**

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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS  
OF OAK MEADOWS P.U.D. - FILING 1, TOWN OF FIRESTONE  
WELD COUNTY, COLORADO**

**RECITALS**

A. On October 4, 1999, St-Firestone, LLC, a Colorado limited liability company submitted the real property described on Exhibit A to that certain Declaration of Protective Covenants of Oak Meadows P.U.D., Filing 1, Town of Firestone, recorded in the real property records of Weld County, Colorado at Reception No. 2724211, as amended by the First Amendment to Declaration of Protective Covenants of Oak Meadows P.U.D. Filing 1 (collectively referred to as "Original Declaration") to its covenants, conditions and restrictions;

B. The Owners within the Oak Meadows Owners Community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Declaration of Protective Covenants ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration; and

C. The Original Declaration provides for and allows for this Declaration in Article VI, Section 6.02.2 of the Original Declaration, which provides as follows:

"The Owners of sixty-seven percent (67%) of the Lots may at any time modify, amend, augment, or delete any of the provisions of this Declaration ..."

D. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

E. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

F. The purposes of the amendments in this Declaration are to remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce rules and regulations, and add provisions that reflect beneficial state law provisions.

G. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and

H. On November 9, 2015, the District Court for Weld County, Colorado granted the Association's Petition for Approval of the Amended and Restated Declaration pursuant to the requirements of C.R.S. §38-33.3-217(7). The Court found that the Association filed a petition for approval of the Declaration with the Court which was not objected to by: (i) 33% or more of the Owners, (ii) 33% or more of the mortgagees, (iii) the Declarant, (iv) the Federal Housing Administration ("FHA"), or (v) the Veteran's Administration ("VA"). The Court also found that the Declaration did not terminate the Original Declaration and that the Declaration did not alter the allocated interests of the Owners within the Association. A copy of this Order is attached and incorporated by reference as Exhibit "B" hereto.

I. Pursuant to C.R.S. §38-33.3-217(7), upon recordation of the Declaration and the Court Order approving the Declaration, the Declaration, as amended, shall be effective as if all of the approval requirements set forth in the Original Declaration were met.

NOW THEREFORE, the Original Declaration is replaced and superseded by the covenants, servitudes, easements and restrictions set forth below:

**DEFINITION OF TERMS**

As used in this Declaration the following terms shall have the meanings indicated:

**Act.** The Colorado Common Interest Ownership Act which is codified as Article 33.3 of Title 38, Colorado Revised Statutes, as may from time to time hereafter be amended.

**Architectural Control Committee (ACC).** The Committee described in Article III of this Declaration, appointed by the Board to review plans for erecting or modifying any Improvement on a Residential Lot.

**Articles of Incorporation.** The Articles of Incorporation of the Association as the same may be amended from time to time.

**Association.** Oak Meadows Owners Association, Inc., a Colorado nonprofit, the members of which shall be all of the several Owners of the Lots within the Property.

**Board.** The duly elected Board of Directors of the Association.

**Bylaws.** The duly adopted Bylaws of the Association as the same may be amended from time to time.

**Common Elements.** Those properties owned by the Association, and provided for the common enjoyment and use of all the Owners, including but not limited to the areas identified in the recorded Plat as "Tract A", "Tract B", "Tract C", "Tract D", "Tract E", "Tract G", "Tract H", "Tract J", "Tract K", "Tract L", "Tract M", "Tract O", "Tract P", "Tract Q", "Tract R", "Tract T", and "Tract U"; and any addition to the Common Elements which may hereafter be made.

**Covenant Compliance Committee (CCC).** The committee described in Article III of this Declaration, appointed by the Board to assist with the enforcement of this Declaration and any rules and regulations adopted by the Board.

**Dealer.** Means a person in the business of constructing homes or selling Lots for such person's own account.

**Dealers' Facilities.** Facilities as in the sole opinion of the Board may be reasonably required, convenient, or incidental to the construction, management and sale of the Lots and residences thereon by Dealers, including but not limited to, business offices, storage areas, construction yards, model homes, signs, and sales offices.

**Declaration.** This Amended and Restated Declaration of Protective Covenants of Oak Meadows as amended, changed, or modified from time-to-time.

**Dwelling.** Means and refers to a single-family residential dwelling constructed on a Lot.

**Governing Documents.** Means and refers to this Declaration, the Articles of Incorporation, the Bylaws, the Plat or any other maps of the Association, any Rules and Regulations and guidelines of the Association, as all of the foregoing may be amended from time to time.

**Improvement.** Means and refers to any dwelling, outbuilding, shed, garage, fence, wall, pad, driveway, walkway, parking area, curb, clotheslines, berm, deck, patio or other structure or improvement of any kind, such as significant landscaping modifications.

**Lot or Lots.** Means the Residential Lots as shown on the Plat, and any other Lots hereafter created within or added to the Property.

**Owner.** The record fee Owner, or Owners if more than one of a Lot. Owner shall include the seller of a Lot under any executory contract for sale or installment sale contract. Owner shall not include any person holding a mineral interest or holding an interest solely as security for satisfaction of an obligation.

**Plat.** The Plat of Oak Meadows P.U.D.- Filing 1 within the Town of Firestone, County of Weld, State of Colorado as recorded in the records of the Weld County Clerk and Recorder. If additional lands are hereafter added to the Property, the term shall also include the plat(s) of such additional lands.

**Property.** All of the real Property shown on the Plat, and any other real property hereafter added.

**Purchaser.** Purchaser means a person, other than a Dealer who by means of a transfer acquires a legal or equitable interest as an Owner in a Lot, other than: (a) a leasehold interest in a Lot of less than forty (40) years, including renewal options, with the period of the leasehold interest, including renewal options, being measured from the date the initial term commences; or (b) a security interest.

**Residential Lot(s).** Means and refers to the Lots shown on the Plat which are identified by block and number. It excludes any parcel identified in the Plat as a "Tract."

**Weed.** Means any plant six (6) inches or more which is growing where it is not intended to grow in the approved landscape plan as may be clarified further in the Rules and Regulations.

## **ARTICLE I OWNERS ASSOCIATION**

**1.01 Formation of the Association.** Each Owner of each Lot within the Property shall be a member of the Association. Status as an Owner of a Lot is the sole qualification for membership, such membership being deemed an incident of Ownership of a Lot. Individuals, who jointly own a Lot, shall be deemed to constitute a single Owner of a Lot. An Owner's membership in the Association shall commence as of the date that fee title to a Lot is conveyed to the Owner and shall terminate on the date of termination of Ownership of a Lot.

**1.02 Membership and Voting Rights.** Every person who is a record Owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot shall be allocated one (1) vote which shall be cast as a single vote and shall not be subject to fractional voting. Additional voting procedures are set forth in the Bylaws.

**1.03 Board of Directors.** The affairs of the Association shall be managed by the Association. Unless otherwise specified or expressly reserved to the Members in the Governing Documents, all corporate or other powers of the Association shall be exercised by or under the authority of the Board of Directors (the "Board"). The powers and duties of the Board shall be as set forth in the Bylaws and Articles of Incorporation.

**1.04 Coordination with Bylaws and Rules and Regulations.** Except as may be otherwise provided herein for action of the Board regarding interest upon unpaid assessments, the provisions of this Declaration provide the minimum substantive terms for the enforcement of this Declaration by the Board and the Covenant Compliance Committee (CCC). Further and additional provisions for the operation of the Board, the Architectural Control Committee (ACC) and the CCC may in the future be set forth by the Bylaws of the Association, and/or by appropriate resolutions or rules and regulations adopted by the Board which supplement and further the intent and purposes of this Declaration, but shall not contradict the language of this Declaration. In the event any conflict occurs between the provisions of this Declaration and such Bylaws or resolutions, then this Declaration shall control and to the extent possible, the conflicting Bylaws, resolutions or rules and regulations shall be construed to be effective where it promotes the interest of the provisions of this Declaration and invalid where in derogation of this Declaration.

**1.05 Transfer.** The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale of the Owner's Lot, and then only to the purchaser of such Lot. A prohibited transfer is void and will not be reflected upon the books and records of the Association.

**1.06 Delegation of Use.** The Board may from time to time establish rules and regulations regarding the delegation by an Owner of rights of use and enjoyment of the Common Elements to such Owner's guests, tenants or purchasers.

**1.07 Notices.** Notice of matters affecting the Property may be given to Owners by the Association, or by other Owners, by personal delivery or by mailing with postage prepaid to the mailing address of each Lot, or to any other mailing address designated by the Owner in writing. Notice will be deemed given when delivered in person, or when placed in the United States mail with sufficient postage prepaid. Notice may also be delivered by electronic means, such as email, as long as the specific type of notice is not required by Colorado law to be mailed or personally delivered.

## **ARTICLE II LAND USE CONTROL**

**2.01 Land Use and Building Type.** Except as may expressly be provided otherwise in this Declaration, no Residential Lot shall be used except for single-family residential purposes, and for any home occupation which is in compliance with this Article II and is permitted by applicable zoning regulations. Except for Dealers' Facilities approved by the Board, no building, other than approved outbuildings, shall be erected, altered, placed or permitted to remain on any Residential Lot other than one detached single-family dwelling not to exceed two stories in height (when viewed from the side of the dwelling determined by the ACC to contain the front entrance to the dwelling) and a private attached garage. For purposes of determining the number of stories, a walkout basement shall not be counted as a story unless the walkout basement is on the same side of the dwelling as the front entrance. In addition, the ACC may approve placement on a Residential Lot of outbuildings in accordance with paragraph 2.04 below, if the Committee finds that such structure is compatible with the harmonious and attractive appearance of the Residential Lot and is of satisfactory design and quality.

Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Board to authorize Dealers to maintain Dealers' Facilities on the Property during the period of construction and sale of the Residential Lots.

**2.02 Architectural Control Committee Approval Required.** No Improvement shall be erected, placed, maintained, or altered on any Residential Lot unless they are in compliance with this Declaration and all required plans and specifications related thereto have been first submitted to and approved by the ACC in accordance with the provisions of Article III.

All dwellings and other buildings shall have finished exteriors and roofs of a type and of a material approved by the ACC. Domes, mansard roofs, flat roofs or other unusual roof style, or roofs having a pitch of less than five/twelve shall require the specific approval of the ACC.

It is the intent of this Declaration to allow the ACC to exercise full discretion in the approval and denial of any improvement so as to create a development that compliments the character of the Property, and to foster compatible designs which are harmonious with the development of the Property. Therefore, in addition to, and notwithstanding, the other provisions of this Article II, and those set forth in Article III, the ACC shall have the absolute and unfettered authority and discretion to approve or deny any improvement so as to provide, in the view of the ACC, the best use and the most appropriate development and improvement of each Residential Lot so as to protect the Owners of building sites against inappropriate use of surrounding Residential Lots as will depreciate the value of the Residential Lots; to guard against structures built of improper or unsuitable materials; to obtain harmonious color schemes; to provide the highest and best development of said Property; to encourage and secure the erection of attractive homes and other permitted structures thereon, with appropriate locations thereof on Residential Lots; to prevent haphazard and inharmonious improvement of Residential Lots; to secure and maintain proper setbacks and in general to provide adequately for an appropriate type and quality of improvements on said Residential Lots and thereby enhance the value of improvements on the Residential Lots. In furtherance of these powers, the ACC may, but is not required to, adopt from time to time, guidelines for developments, including, but not limited to, construction materials, exterior finishes and colors, landscapes and fence design and materials, exterior lighting and ornaments, and architectural style; and may amend, revoke, and modify in whole or in part all or any part thereof from time to time.

**2.03 Dwelling Quality and Size.** Dwellings must be built on-site and no prefabricated, or off-site manufactured, or previously built, or modular home shall be permitted upon any Residential Lot. A dwelling must include as a part thereof a private garage integrated into the structure capable of housing at least two (2) cars, but not more than three (3) cars. Garage door height shall not exceed ten (10) feet. No single story dwelling with a finished living area of less than 1,100 square feet, and no multi-level dwelling with a finished living area of less than 1,300 square feet, shall be permitted on any Residential Lot. The ACC shall be vested with the sole determination as to what constitutes the first floor of a Dwelling and what constitutes a story and basement for purposes of this Article II, and such determination with regard to any proposed Dwelling shall be final and binding upon the Owner. For purposes of this Section, the square footage of finished living area shall be calculated by the exterior measurement of living area only, excluding basement (whether or not there is a basement walkout) and attic areas, garage, porches, patios, and open spaces.

**2.04 Outbuildings.** All outbuildings are subject to the prior written approval of the ACC in accordance with the provisions of this Declaration. In addition to a single-family dwelling, the ACC may, but is not required to, approve the following outbuildings for a Residential Lot: (a) one (1) detached utility outbuilding which may be used for storage or other use permitted by this Declaration; and (b) one structure such as a gazebo, pool house, or hot tub enclosure. The term "outbuilding" may be clarified further in any architectural guidelines adopted pursuant to Article III. All outbuildings shall be constructed no closer than seven (7) feet from any property line and are not subject to this Declaration, Section 2.05.2. Waivers to the seven-foot setback rule may be granted if the ACC, in accordance with this Declaration, Section 3.02.1, determines the rule to be unreasonable or unduly harsh due to the size limitations of certain yards. In any case, sheds shall not be placed closer than 5 feet to any property line unless the Town of Firestone grants a variance in writing (Firestone Municipal Code Chapter 17.16.060.C).

**2.04.1 Detached Utility Outbuilding (DUO).**

**(A) General Guidelines.** DUOs shall be compatible with both the architecture and landscaping surrounding the house. DUOs shall not interfere with the normal grade or water drainage of a Lot. Applications for installation shall include a site plan identifying the proposed location, materials, colors, description of the foundation to be used, and an elevation drawing depicting the length, width and height of the proposed DUO. The floor shall be level and have an appropriate foundation for proper ground contact, for example, landscape timbers, gravel or cement base, or cement footers.

**(B) Detailed Guidelines.** DUOs shall be constructed of wood or materials with a wooden appearance. The roof materials shall match those used on the home. The exterior paint color shall match the colors used on the home. Floor dimensions shall not exceed 100 square feet. Height shall not exceed 8 feet as measured perpendicularly from the surface of the interior floor to the highest point of the interior roof surface, not including vents, decorative cupolas, or ornamentation. The foundation shall not exceed 3 inches above ground level. If the ground is sloping, ground level is that point where the foundation contacts the highest point of the slope. DUOs are not permitted in the front yards or side yards that face a public street. DUOs shall be placed to minimize visibility from the street. DUOs on corner lots shall not extend beyond the house exterior facing the side street. Homeowners shall adhere to municipal codes for setback rules and design and provide a written copy of any code variance granted.

**(C) Additional Guidance.** Once a DUO is ACC approved, no deviations from the approved plan will be allowed without prior written authorization from the ACC. The ACC will perform an inspection of recently installed DUOs to ensure compliance.

**2.05 Building Location.** All structures except outbuildings located on any Residential Lot shall be subject to the following setbacks:

**2.05.1 Street-Front Setback.** Notwithstanding any other provision of this Section 2.05, except for fencing approved by the ACC, all buildings and structures shall be constructed no closer than 20 feet to any property line of the Residential Lot abutting a street. The setback requirements for fencing, if any, shall be as established from time to time by the ACC.

**2.05.2 Rear Setback.** All buildings and structures, except any fencing approved by the ACC, shall be constructed no closer than 20 feet from the rear property line of the Residential Lot.

**2.05.3 Side Setbacks.** All buildings and structures, except as otherwise required by Section 2.05.1 above and except any fencing approved by the ACC, shall be constructed no closer than 7 feet from the side property lines of the Residential Lot.

**2.05.4 Corner Lots.** The ACC shall determine for corner Residential Lots the front, side and rear lot lines, which determination shall be conclusive and binding on the Owner.

**2.05.5 Measurement.** In the discretion of the ACC, eaves, steps, and open porches, of reasonable size, shall not be considered an encroachment onto the foregoing set-backs.

**2.06 Easements.** Easements for installation and maintenance of utilities are reserved as shown on the Plat. Within these easements no structure, planting, or other material, other than any fencing or landscaping approved by the ACC, shall be placed or permitted to remain which may damage, or interfere with the installation and maintenance of, utilities. The easements area of each Residential Lot and all landscaping and Improvements on it shall be maintained continuously by the Owner of the Residential Lot.

**2.07 Time for Construction and Repair.** The construction of a Dwelling, structure, landscaping, or any other Improvement approved in writing by the ACC, shall be commenced within three (3) months of approval of the plans by the Architectural Control Committee and Owner shall diligently proceed with construction. The improvement shall be fully completed within nine (9) months after the date of commencement of the construction. The ACC may grant extension of the foregoing time periods upon a showing by Owner of good cause, as determined in the sole discretion of the ACC. In the event any structure is destroyed either wholly or partially by fire or other casualty, all debris and remaining portions of the structure shall be promptly removed from the Residential Lot, and the structure shall be promptly rebuilt or remodeled to conform to this Declaration, provided, however, that any such reconstruction must still go through the architectural review and approval process as set forth in this Declaration. All repairs or reconstruction of dwellings, fences or other structures or other Improvements, whether due to wear and tear or other causes shall be subject to and in accordance with the covenants herein, and repair and reconstruction thereof shall be completed no later than one (1) year from the date of damage.

**2.07.1 Deposit.** If required by the ACC, the Owner of a Residential Lot upon which construction, or repair or reconstruction, of any Dwelling, structure, or other Improvement, is to be performed shall deliver to the Association a deposit ("the Deposit") in an amount to be determined by the ACC from time to time. The Deposit shall be returned to the Owner within thirty (30) days after the improvement has been timely completed in conformity with the approved plans and specifications, and all debris has been removed from the Residential Lot. If the improvement has not been timely completed, or has not been completed in conformity with the approved plans and specifications, or if debris has not been removed from the Residential Lot, then the Association shall



have the right, but not the obligation, to enter upon the Residential Lot if it deems appropriate and complete the improvements in conformity with the approved plans and specifications and remove debris and deduct the cost thereof from the Deposit, and to apply the balance of the Deposit to any attorney fees and other costs which may be incurred due to the breach by the Residential Lot Owner of compliance with the provisions of this Declaration. At such time as the Residential Lot has been placed in conformity with the provisions of this Declaration, the balance of the Deposit, if any, shall be returned to the Owner within thirty (30) days following attainment of compliance. If the Deposit is not sufficient to cover the costs of completing the improvements or removing the debris or the costs and expenses of enforcement of this Declaration due to Owner's breach, the amounts not so satisfied by the Deposit shall be recoverable as a Supplemental Assessment against the Owner and the Residential Lot, pursuant to this Declaration, Article V.

**2.08 Nuisance.** Each Residential Lot shall at all times be maintained in a clean and tidy condition and shall not be used for any purpose or storage of anything that will cause such Residential Lot to appear in an unclean or unsightly condition. No Residential Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of other Residential Lots, or annoy them by unreasonable traffic, noises, lights, odors, or otherwise, nor shall any nuisance or illegal activity be committed or permitted to occur on any Residential Lot. No exterior horn, whistle, bell, or other sound devices except security devices used exclusively to protect the security of the Residential Lot and the Owners or occupants thereof shall be placed or used on any part of the Residential Lot. All power and motorized equipment, including mowers, snow blowers, tractors and any other motorized equipment used on any Residential Lot must be properly equipped with mufflers so as to reduce to the degree practicable the noise of operation. Any power equipment used on a Residential Lot shall be housed within the garage or a building, if any, approved for such use by the ACC, and doors and windows shall be closed to minimize to the greatest extent possible the noise of operation. The hours of operation of any power equipment or motorized equipment on any Residential Lot shall be confined to the period of time commencing at 7:00 a.m. and ending at 7:00 p.m. unless the noise is so confined as to not unduly impact the occupant of any adjacent Residential Lot, or unless the Board of the Association establishes different hours hereafter. Motorcycles, all-terrain vehicles, snow machines and similar conveyances shall not be used on any Residential Lot except for the purpose of ingress and egress or for the purpose of transportation of persons carrying out, or of materials used in, any Improvement or maintenance of the Residential Lot.

**2.09 Animals.** Except for the specific provisions below regarding the keeping of household pets, no animals will be kept on any Residential Lot.

**2.09.1. Household Pets.** Household pets such as dogs, cats, and such other small animals which may be specifically approved from time to time by the Board hereafter, may be kept on a Residential Lot, provided that, unless otherwise authorized by the Board, no more than a total of four (4) such household pets, and their unweaned offspring, may be kept on any Residential Lot, and further provided that no such pets may be kept, bred, or maintained for any commercial purposes and that the manner of keeping such animals does not result in any unsanitary conditions or a nuisance or annoyance to the occupants of other Residential Lots. Notwithstanding the foregoing, in no event shall more than two (2) adult dogs be kept on any Residential Lot. The Board may adopt from time to time such rules and regulations as it deems appropriate regarding the type, quantity and requirements for keeping such household pets on any Residential Lot. Any decision regarding the type and number of animals which may be kept upon any Residential Lot shall not be effective unless and until it has been reduced to writing. Any such decision may be later rescinded or modified by the Board, based on a violation of this Declaration and/or any other rules and regulations adopted by the Board or for other such cause, and any Owner affected by such rescission or modification shall have a reasonable time, not to exceed forty-five (45) days, to comply with such rescission or modification. Household pets shall be properly housed and penned or fenced in enclosures approved by the Board to confine them to the Residential Lot and shall not be allowed to roam. The Board shall not approve the keeping of any swine on a Residential Lot, and no chickens, ducks, geese, pea hens, or other non-household birds or poultry, may be kept on any Residential Lot.

**2.09.2 Nuisance Animals.** In the event that any dog, cat or other animal which is allowed to be kept on any Residential Lot becomes a nuisance due to excessive noise or other behavior or conditions, an Owner may file a complaint with the Board, which complaint shall be forwarded to the Owner of the Residential Lot upon which the nuisance animal is located. The Board may establish from time to time procedures for handling such complaints, and the Board may direct an Owner to take specific remedial action to be completed within a reasonable time as the Board deems proper, and at the expiration of such time provided for remedial action, the Board shall have the right to require the Owner to remove the nuisance animal if it is determined that the situation has not been properly corrected.

**2.10 Commercial Uses.** Other than the activities of Dealers, no Residential Lot shall be used for any business, trade, or commercial use, except such home occupations as are otherwise in compliance with this Declaration and permissible under the zoning regulations which from time to time are in effect. Any such home occupation must meet any policy or

decision adopted by the Board regarding home occupation, must be fully carried out within the dwelling unit on the Residential Lot, and may not be conducted in such fashion as to constitute a nuisance or violate any provision of this Declaration. Any such decision or policy adopted by the Board may be later rescinded or modified by the Board, should the Owner violate the conditions of such home occupation or for other such cause, and any Residential Lot Owner affected by such rescission or modification shall have a reasonable time, not to exceed forty-five (45) days, within which to comply with such rescission or modification.

**2.11 Maintenance of Residential Lots and Improvements.** Owners of Residential Lots shall keep or cause to be kept all buildings, fences, structures, landscaping and other Improvements in good repair. Rubbish, refuse, trash, litter, lumber, junk, boxes, bottles, cans, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed sanitary containers, shall not be allowed to accumulate, and shall be disposed of in a sanitary manner. All such containers shall be maintained in a good, clean condition and no such containers shall be stored outside, unless the ACC first approves appropriate screening, and each Residential Lot Owner shall arrange for the removal, no less than weekly, of all such waste. No lumber or other building materials shall be stored or permitted to remain on any Residential Lot unless screened from view in a manner approved by the ACC, except for those materials reasonably necessary to be stored on the Residential Lot during construction of Improvements.

**2.12 Signs.** No sign of any kind shall be displayed to the public view on any Residential Lot except: (a) one sign of not more than five (5) square feet advertising the Residential Lot for sale or rent; (b) signs used by Dealers or a builder to advertise the Property or Residential Lot(s) during the construction and sales period; (c) political signs or other signs required by Colorado law; and (d) such other signs as the ACC may, from time to time, approve. No signs may be placed in the Common Element areas or on Common Element fencing unless approved in writing by the ACC.

**2.13 Fences.** No fence, wall, hedge or other plantings which will act as a screen or divider shall be installed or maintained without first being approved in writing by the ACC. The acceptable style, material, design and color of fencing shall be as the ACC may from time-to-time determine. All fences, walls, hedges and plantings adjacent to public roads shall be in compliance with any applicable site line requirements established by the governmental authority having jurisdiction. All fences, walls, hedges, and shrub plantings shall be maintained in a clean, neat, and orderly condition at all times. Unless otherwise approved by the ACC, fences shall not exceed five (5) feet in height.

**2.14 Vehicles.** No bus, large commercial or construction type vehicles defined by having three (3) or more of the following features, shall be parked, stored or kept on any Residential Lot, except while reasonably necessary during construction of Improvements. The Board may adopt additional regulations to further clarify these types of vehicles.

- Trucks with a gross weight of 10,000 lbs. or more
- Truck/van equipped with a rack system not factory installed
- Vehicle for hire
- More than one ladder being carried on a regular basis (more than 2 nights in a row)
- Vehicle with more than two axles
- Box truck delivery vehicles

Recreational vehicles designed to be used primarily as temporary living quarters, utility or recreational trailers or horse trailers, boats and boat trailers, and recreational or other equipment, shall not be parked or stored on any Residential Lot unless inside structures or screening approved by the Covenant Compliance Committee (CCC), or in accordance with policies hereafter adopted by the Board from time to time regarding such storage. No junk or inoperative vehicles shall be stored or permitted to remain on any Residential Lot unless within fully enclosed garages. For purposes of this provision, any disassembled or partially disassembled car, truck, or other vehicle, any vehicle which has not been moved under its own power for more than one (1) week shall be considered an inoperable or junk vehicle. No work of automobile repair or major maintenance shall be performed except such work as is performed by the occupant of such Residential Lot upon the occupant's vehicles and all such work shall be performed within the confines of an Owner's garage. Vehicles may only be parked on front-facing concrete driveways, within an enclosed garage, or inside structures or screening approved by the ACC.

**2.14.1 Common Elements.** No vehicles of any type shall be allowed in the Common Elements except vehicles necessary for maintenance of the Common Elements. Should an Owner, resident or guest park a vehicle on the Common Elements in violation of this Section, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours, or such other reasonable timeframe, the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. If 72 hours (or such other reasonable timeframe specified in the notice) after such notice is placed on the vehicle the violation continues, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

**2.15 Fires and Firearms.** There shall be no exterior fires permitted anywhere on the Property except barbecue fires, gas fire pits per Town of Firestone Municipal Code contained within receptacles specifically designed for such purposes. No Owner shall permit any conditions on his Residential Lot which create a fire hazard or are in violation of fire prevention regulations. No firearms shall be discharged within or on any Residential Lot or Common Elements.

**2.16 Towers, Masts, Antennas, Solar Panels, Mechanical Units and Satellite Dishes.** Except for "Permitted Antennas" as defined below, no devices for transmission or reception of microwave, optical, radio, television, or other communication signals, including by way of example and not in limitation, antennas, masts, towers, satellite dishes; and no heating, ventilating or air conditioning units, or other similar objects shall be placed on the roof or exterior of any building, or elsewhere on a Residential Lot, unless first approved by the ACC. Unless otherwise permitted by Federal or Colorado law, all such approved facilities shall be appropriately screened, or architecturally integrated into and fully contained within the roof or exterior of dwellings and shall not significantly project from the surrounding surfaces. The allowance of and the placement of all such units is, to the fullest extent possible by law, restricted to the sole discretion of the ACC.

**2.16.1 Permitted Antennas** are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

**2.16.2 Permitted Antennas** shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

**2.16.3 Solar panels** are permitted with prior written approval by the ACC and subject to the ACC's right to adopt reasonable restrictions on the dimensions, placement or external appearance of the solar panels.

**2.17 Storage of Dangerous Materials.** No underground or above-ground storage tanks of any character shall be allowed on any Residential Lot. No gasoline, paint or any other toxic, hazardous or flammable materials shall be stored on any Residential Lot in quantities in excess of 20 gallons, unless written approval thereof is obtained from the ACC, and such storage is in compliance with all applicable safety standards and regulations.

**2.18 Maintenance of Easements and Landscaping.** The Owner of each Residential Lot shall be responsible for at all times properly maintaining the landscaping on such Residential Lot, including without limitation, all utility easements and to control and eradicate weeds. If the Owner of any Residential Lot fails to so maintain such areas on their respective Residential Lots, the Association shall be empowered, but is not required, to enter onto such Residential Lots and

undertake such steps as necessary to maintain or restore the same, and the cost thereof shall be charged against the Owner of the respective Residential Lot and shall be recoverable as a Supplemental Assessment against the Owner and the Residential Lot pursuant to this Declaration, Article V. Each Residential Lot shall have the front and back yards installed and established in approved ground cover and plant materials within one (1) year of issuance of a certificate of occupancy for a new dwelling. In the case of an older dwelling which has not installed landscaping in the back yard, the Owner of such a Residential Lot shall install and establish approved ground cover and plant materials in the back yard within six (6) months from the date of purchase or three (3) months from the date notified by the CCC of a violation. For good cause, the CCC may approve an extension of such time period. All Residential Lots shall be landscaped in accordance with a landscaping plan approved by Colorado law and the ACC, which approval process is set forth in Article III of this Declaration.

**2.19 Subdivision of Residential Lots.** No Residential Lot shall hereafter be subdivided.

**2.20 Drainage and Soil Conditions.**

**2.20.1. Soil Conditions.** Many soils within the State of Colorado consist of both expansive soils and low-density soils which may adversely affect structures if the structure is not properly designed and maintained and appropriate drainage provided and maintained. The soils can consist of soils that swell, as well as soils that shrink. Engineered foundations for all construction on the Property are recommended. Soils may also contain substances producing radon gas.

**2.20.2. Action by Owner.** The Owner of each Residential Lot agrees to obtain plans and specifications from a qualified engineer for the foundation of any structures, as well as recommendations of such engineer regarding radon gas testing and control measures, and for grading and other methods of control of water flow on and across the Residential Lot in compliance with any grading and drainage plan for the Property approved by the Town of Firestone. Each Owner of any Residential Lot is required to comply with the recommendations of such engineer and to at all times take appropriate action to not impede or hinder waters falling upon or flowing across the Residential Lot in the manner intended by the applicable grading and drainage plans and recommendations for the Residential Lot and the grading and any drainage plan approved by the Town of Firestone for the entire Property. Each Owner of a Residential Lot shall use his or her best efforts to assure that the moisture content of those soils supporting the foundation and the concrete slabs forming a part of the dwelling constructed thereon remain stable and shall not introduce excessive water into the soils. Each owner of a Residential Lot covenants and agrees, among other things:

(A) Not to install improvements, including, but not limited to, landscaping, items related to landscaping, walls, walks, driveways, parking pads, patios, fences, additions to the dwelling, outbuildings, or any other item or improvement which will change the grading of the Lot.

(B) To fill with additional soil any back-filled areas adjacent to the foundation of the dwelling and in or about the utility trenches on the Lot in which settling occurs to the extent necessary from time to time to maintain the grading and drainage patterns of the Lot.

(C) Not to water the lawn or other landscaping on the Lot excessively.

(D) To minimize or eliminate the installation of piping and heads for sprinkler systems within five (5) feet of foundation walls and slabs.

(E) To install any gravel beds in a manner which will assure that water will not pond in the gravel areas, whether due to non-perforated edging or due to installation of the base of the gravel bed at a level lower than the adjacent lawn.

(F) To install a moisture barrier (such as polyethylene) under any gravel beds.

(G) To maintain the gutters and downspouts which discharge water into extensions or splash blocks by assuring that (i) the gutters and downspouts remain free and clear of all obstructions and debris; (ii) the water that flows from the extension or the splash block is allowed to flow rapidly away from the foundation and/or slabs; and (iii) the splash blocks are maintained under sill cocks.

(H) To re-caulk construction joints opening up between portions of the exterior slabs and garage slabs in order to thereby seal out moisture.

**2.20.3 Association Not Liable.** The Association shall not be liable for any loss or damage arising from or in any way connected with soil conditions on any Residential Lot, including by way of example and not in limitation, radon gas, expansive or shrinking soils, subsurface water conditions or the flow of waters on, across, through or under any Residential Lot.

**2.21 Driveways and Parking Areas.** Hard surfaced private driveways and parking areas are required. Concrete, or other materials approved by the ACC, shall be used for such surfacing. No driveway, parking pad, patio, or other paved, graveled, or hard surfaced area shall be placed on any Residential Lot, or altered, unless first approved by the ACC.

**2.21.1 Driveway Extensions.** The ACC may, in its sole discretion, allow Owners with a two-car garage to add a concrete extension to one side of a driveway for parking a vehicle. An extension may be placed only on the driveway side closest to the property line and such extension may not change the grading of the Lot. An extension must not interfere with the landscaping, drainage, appearance or use of the Lot or the Lot next to it and an extension must conform to local law. Owners must obtain ACC approval prior to receiving a permit, if required by the Town of Firestone. The overall appearance of the finished driveway extension must not detract from the appearance of Oak Meadows.

**2.21.2 Walkway Extensions.** Owners may request ACC approval to add a two foot (2') walkway on either side of their driveway. This extension may be used only for walking. Parking is not allowed on walkway extensions.

**2.22 Exterior Lighting and Utilities.** Exterior lighting shall be designed so as not to unreasonably interfere with the use and enjoyment of other Residential Lots. All exterior lighting shall be subject to approval by the ACC and shall be designed and located so as to be compatible with and integrated into the structures on any Residential Lot and the character of the development of the Property. The ACC shall have full discretion to approve and deny exterior lighting to minimize impact on adjacent Residential Lots in the Property and minimize the appearance of a brightly lit complex. All electric, telephone, and other utility lines are to be placed underground.

**2.23 Mining.** No exploration for or extraction of any sand, gravel, oil, gas, mineral or other subsurface material shall be performed on any part of any Residential Lot and no part of any Residential Lot shall be used for the storage, processing or refining of any such substance.

**2.24 Clotheslines.** No clothesline shall be installed or maintained on any Residential Lot unless approved by the ACC, and no clothesline shall be approved unless it is retractable.

**2.25 Prohibited Habitation.** No partially completed Dwelling, trailer, recreational vehicle, shack, garage, tent, or outbuilding or other structure or improvement on a Residential Lot shall at any time be used for human habitation, temporarily or permanently. The only place where habitation may occur is within a completed Dwelling complying with the plans and specifications approved by the ACC and having all necessary governmental approvals and occupancy permits. No habitation shall occur in any Dwelling which has been damaged, or whose waste water, or other system has failed or is inadequate, so as to render such habitation inappropriate.

**2.26 Compliance With Laws.** Nothing shall be done or kept in or on any Lot which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental authority having jurisdiction.

**2.27 Rules and Regulations.** In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

**2.28. Leasing.** Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to the restrictions of this Declaration, subject to restrictions of record and subject to the following:..

**2.28.1** "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Unit by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.

**2.28.2** Short term occupancies and rentals (of less than one year) of Lots shall be prohibited.

**2.28.3** All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association. Owners will be held responsible for the violations of their tenants.

**2.28.4** Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

**2.28.5** Leases shall be for or of the entire Lot.

**2.28.6** All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

**2.28.7** The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE AND COVENANT COMPLIANCE COMMITTEE

**3.01 Appointment of Committees.** The Board shall establish an Architectural Control Committee (ACC) and a Covenant Compliance Committee (CCC), both of which shall consist of one (1) or more persons, appointed and removed by the Board. No member of either committee shall be entitled to any compensation for services as a member of the Committee. Both committees shall coordinate operations as necessary and share information and advice. Both committees shall provide reports of their activities to the Board. If a professional review is deemed necessary by the ACC, the homeowner will have the option to pursue a professional review and submit to the ACC at the homeowner's expense. If either of the committees has chairpersons, the chairpersons must meet the same qualifications as directors must meet in order to serve on the Board.

**3.02 Architectural Control.** No improvement shall be erected, placed, maintained or altered on any Residential Lot until the construction plans and specifications and a plan showing the location of the improvements have been approved by the ACC as to quality of workmanship, quality and color and type of materials, the esthetics and harmony of exterior design with the character of the community and the existing structures, and as to location of improvements and finished grade elevation, and compliance with this Declaration. At, or within six months of, the time of submission of plans for the Dwelling on any Residential Lot, the Owner shall also submit a final landscape plan. If a final landscape plan is not submitted with the plans for the dwelling, a preliminary landscape sketch shall be included with the submission of the dwelling plans. Each plan submitted to the ACC shall bear the stamp or certification of an architect or engineer licensed in the State of Colorado; provided, that, the ACC may waive this requirement if in the exercise of its discretion it determines such certification is not reasonably appropriate for the plan to be reviewed, and such determination is evidenced by a written waiver of the requirement signed by the members of the ACC. Notwithstanding the waiver of requirement of certification by an architect or engineer, the ACC may at any time, before or after submission of the plan, determine that the plan submitted without certification should be so certified, and may require the party submitting such plan to obtain such certification before any further action by the ACC.

**3.02.1 Rules and Procedure and Guidelines.** The ACC may, but is not required to, adopt development standards and guidelines and rules and regulations from time to time establishing procedures and design standards, criteria and guidelines in furtherance of this Declaration. The ACC shall meet at the convenience of the members thereof as often as necessary to transact its business. Request for approval of design shall be made to the Committee in writing, accompanied by two (2) complete sets of plans and specifications for any and all proposed improvements to be constructed on any Residential Lot. Such plans shall include plot plans showing drainage and grading plans, the location on the Residential Lot of the Dwelling, building, wall, fence, or other Improvement proposed to be constructed, altered, placed, or maintained thereon, together with the proposed construction materials, color scheme for roofs and exteriors thereof, architectural renderings, and proposed landscape plantings. The ACC may require submission of additional plans, specifications, and of samples of materials and colors prior to approving or disapproving the proposed Improvement. Until receipt by the ACC of all the required materials in connection with the proposed improvement to the Residential Lot, the Committee may postpone review of any material submitted for approval.

Notwithstanding any other provision of this Declaration, the guidelines, criteria or rules adopted by the ACC may specify circumstances under which a variance to the strict application of the provisions of this Declaration to a proposed improvement may be granted where strict application would be in the opinion of the ACC unreasonable or unduly harsh under the circumstances. The guidelines or rules adopted by the ACC may elaborate or expand upon the provisions of this Declaration relating to procedures and criteria for approval and may also specify rules and restrictions pertaining to the construction of improvements, including, for example, the storage of construction materials and hours of construction operations. Such guidelines and rules adopted by the ACC shall have the same force and effect as if they were set forth in and were a part of this Declaration. Nothing herein shall authorize the ACC to make any variance with respect to provisions of this Declaration which restrict the character of uses to which Residential Lots may be placed, such as, without limitation, provisions restricting animals, commercial activities and other restrictions of this Declaration regarding use, and the ability to grant variances is solely restricted to the location and construction of improvements.

**3.02.2 Approval of Plans.** The ACC shall approve or disapprove plans, specifications, and details within forty-five (45) days from the receipt of all materials requested by the Committee and shall notify the Owner submitting them of such approval or disapproval in writing. If all samples, plans, specifications, and details requested by the Committee have been submitted and are not approved or disapproved within forty-five (45) days from the receipt of all materials, they shall be deemed approved as submitted. One set of plans and specifications and details with the approval or disapproval of the ACC endorsed thereon shall be returned to the Owner submitting them and the other copy thereof shall be retained by the ACC for its permanent file. Applicants for ACC action may, but need not, be given the opportunity to be heard in support of their application. Refusal of approval of plans, location, or specifications may be based by the ACC upon the criteria set forth in this Declaration, Section 3.02.1 above, including purely aesthetic considerations, which in the sole and unfettered discretion of the ACC shall seem sufficient, reasonable, and not capricious. The Committee may condition its approval of any proposed improvement to property upon the making of such changes therein as the Committee may deem appropriate.

**(A) Documentation.** The ACC shall document all correspondence with Owners relating to plans or improvement reviews in order to provide the Association with a formal history of all reviews. All email correspondence shall be sent and received through the email accounts maintained by the Association. All print copies of documents shall be filed in the Association official files. Such plans and files are only permitted to be inspected by the ACC and other agents of the Association. Except as may be permitted under Colorado law, and as may be clarified in the records policy of the Association, no Owner, other than the owner of the plans, is entitled to review such plans.

**3.02.3 Filing Fees.** As a means of defraying its expenses, the ACC may require a reasonable filing fee to accompany the submission of plans to it in an amount to be fixed by the ACC from time to time. No additional fees shall be required for one (1) resubmission of plans revised in accordance with ACC recommendations if such resubmission is made within twenty (20) days of the ACC response to the initial plans submitted. Additional resubmissions shall require payment of additional fees, unless waived by the ACC for such reasons as the ACC in the exercise of its sole discretion deems appropriate.

**3.02.4 Completion of Improvements.** Any improvement approved by the ACC shall be timely commenced and completed within the times provided in this Declaration, Section 2.07. If not commenced within such time, the approval of the Committee shall automatically expire unless extended by the Committee, and the applicant must thereafter resubmit all plans to the Committee for reconsideration. The fact that a proposed improvement has previously been approved by the Committee shall not require the Committee to again approve such proposed improvement if the approval has expired pursuant to the terms of this paragraph.

**3.02.5 Governmental Approvals.** Each Owner shall obtain, prior to commencement of construction of any improvement, all permits, licenses, certificates, consents and other approvals necessary or required pursuant to any law, ordinance, resolution, order, rule or regulation of any governmental authority having jurisdiction in order for the Owner to construct, operate and maintain the improvement; and before commencing work on any such improvement, the Owner shall provide to the ACC a copy of such governmental approval. The Owner shall also furnish the ACC on a timely basis with copies of permits or certifications showing that the work being performed has, where required, been inspected and approved by the governmental authority having jurisdiction and a copy of the certificate of occupancy or final inspection or certification shall be timely provided to the ACC.

**3.02.6 Inspection of Work and Notice of Completion.** The members of the ACC, and any agent or representative thereof, shall have the right to inspect any improvement to any Residential Lot prior to and after completion, provided that the right of inspection shall terminate fourteen (14) days after the Committee has received from the applicant a notice of completion or nine (9) months following approval. Entry upon the Lot pursuant to this right to inspect shall not be deemed a trespass.

**3.02.7 Right to Appeal.** An Owner whose plans have been disapproved or conditionally approved may appeal any decision of the ACC to the Board of Directors, as long as the appeal is submitted to the Board in writing within seven (7) days of the adverse decision. The Board of Directors shall review the decision of the ACC pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the ACC may be overruled and reversed on appeal by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

**3.02.8 Non-Liability.** No member of the ACC, the Board or any other agents of the Association shall be liable for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the ACC or the Board. In reviewing any matter, the ACC is not responsible for reviewing, nor shall its approval of any improvement to a Residential Lot be deemed to be, an approval of the improvement to a Residential Lot from the standpoint of safety, whether structural or otherwise, or conformance with any building, zoning or other codes or governmental laws or regulations.

**3.02.9 No Implied Waiver or Estoppel.** No action or failure to act by the ACC shall constitute a waiver or estoppel with respect to future action by the ACC or the Association or its members with respect to any Improvement. By example, and not in any way a limitation, the approval by the ACC of any improvement shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar improvement or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement.

**3.03 Covenant Compliance.** To ensure compliance with the restrictions of this Declaration or any Rules and Regulations adopted by the Board, the Covenant Compliance Committee shall assist the Board with its enforcement responsibilities and pursuant to the enforcement and fine policy adopted by the Board. The CCC shall meet at the convenience of the members thereof as often as necessary to transact its business.

**3.03.1 Documentation.** The CCC shall document all correspondence with Owners relating to violations in order to provide the Association with a formal history. All email correspondence shall be sent and received through the email accounts maintained by the Association. All print copies of documents shall be filed in the Association official files. These records may be used by the CCC, Board and other agents of the Association in its enforcement process, and are not open for inspection by any Owners.

**3.03.2 No Implied Waiver or Estoppel.** No action or failure to act by the Board or Covenant Compliance Committee shall constitute a waiver or estoppel with respect to future action by the Board or Covenant Compliance Committee or the Association or its members with respect to any violation. By example, and not in any way a limitation, the failure of the Board or Covenant Compliance Committee to enforce a violation shall not be deemed a waiver of any right or an estoppel to enforce a similar violation.

#### **ARTICLE IV PROPERTY RIGHTS IN THE COMMON ELEMENTS**

**4.01 Owners' Easement of Enjoyment of Common Elements.** Subject to the other provisions of this Declaration, every Owner of a Residential Lot in the Property shall have a right and easement of enjoyment in and to the Common Elements in common with the other Owners of Lots and the Association, and if not elsewhere reserved in this Declaration, an easement for the uses hereafter identified is hereby reserved to each of the Owners of Residential Lots and to the Association.

**4.02 Assignment of Use by Owners.** Any Owner of a Residential Lot may assign, in accordance with the Bylaws and any rules and regulations from time to time adopted by the Association, the right of enjoyment to the Common Elements to the members of the Owner's family, and tenants, guests or purchasers under installment land contracts who reside on the Residential Lot.

**4.03 Easements for the Association.** Each Lot shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors) to allow for their performance of obligations in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot and shall be exercised only after reasonable notice to the Owner of the Lot.



**4.04 Utility, Map and Map Easements.** Easements for utilities and other purposes over and across the Lots and Common Areas may be as shown upon the Plat or Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

**4.05 Extent of Owners' and Association's Easements.** The rights and easements of enjoyment of the Owners of Residential Lots, and the Owners Association, created hereby in the Common Elements shall be subject to the following:

**4.05.1** No use shall be made of the area which is inconsistent with its respective primary purpose such as parkway, greenbelt, detention pond or drainage-way, or open space. Notwithstanding any other provision of this Declaration to the contrary, no addition, alteration, removal or modification to the Common Elements is permitted without prior written approval by the Board of Directors, which it may, in its sole discretion, reject.

**4.05.2** The Association shall have the right to adopt and enforce rules and regulations for usage and to prohibit or limit the use of the Common Elements; provided such rules and regulations and limitations are the same for all Owners of Residential Lots, and with which each Owner and their tenants, invitees, licensees and guests shall strictly comply.

**4.05.3** The Association shall have the right, upon approval of at least sixty-seven percent (67%) of the total Association vote, to mortgage the Common Elements as security for obtaining a loan, provided that the rights of such mortgage shall be subordinate to the rights of the homeowners.

**4.05.4** The Association shall have the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Elements.

**4.05.5** The Association shall have the right to transfer or convey ownership of any Common Elements, provided that any transfer or conveyance of any Common Element shall be subject to the prior approval of sixty-seven percent (67%) of the total Association vote.

**4.05.6** The Association shall have the right to close or limit the use of any Common Element while maintaining, repairing and making replacements in any Common Element.

**4.05.7** The Association shall have the right to change use of, add or remove improvements to the Common Area.

**4.05.8** The Association shall have the right, as provided in its Articles and Bylaws, to suspend the enjoyment rights in Common Elements of any Owner of a Residential Lot for any period during which any assessment, fine or other debt remains unpaid, and for any violation of the Declaration, rules and regulations and other guidelines, not to exceed thirty (30) days for any non-continuing violation, and until the violation is cured for any continuing violations.

## **ARTICLE V MAINTENANCE, BUDGET AND ASSESSMENTS**

**5.01 Maintenance of Common Elements.** The Association shall be responsible for the maintenance of the Common Elements until and unless such maintenance obligation is assumed by the Town of Firestone, or by any other governmental or quasi-governmental body. See this Declaration, Section 6.07. The Lots shall be maintained by the Owners. The Common Elements to be maintained by the Association include the landscaping and improvements such as fencing, signs, irrigation and electric facilities serving the Common Elements, upon the above-described Tracts; provided that the Association shall have limited maintenance of improvements in Tracts G, H, I, T and U as follows:

(A) For Tracts G and U, the Association shall not have any responsibility for maintenance of the gas and oil well and any improvements related thereto.

(B) For Tracts H and T, the Association shall have responsibility only for mowing the vegetation and shall not have any other responsibility.

(C) The Association shall not have responsibility for Tract I which has been conveyed to the Town of Firestone for Settlers Park.

**5.02 Allocation of Common Expenses to Lots.** The expenses of functions imposed on the Association pursuant to this Declaration, together with the expenses of administration and operation of the Association and its Boards and Committees and the Architectural Control Committee (including any appropriate indemnity to members and agents of the foregoing), and such other items of expense as contained in the budgets adopted by the Association, shall be assessed uniformly against the Residential Lots owned by Purchasers, subject, however, to the Supplemental Assessments set forth in Declaration, Section 5.04 below. Each Owner, by the acceptance of a conveyance of a Lot, shall be personally obligated to pay such assessments. An Owner shall be responsible for payment of the full share of any assessments for a Lot whether or not the Lot has improvements. No Lot or Owner shall be assessed or liable for assessment for common expenses until the Lot is conveyed to a Purchaser. The liability of any Lot and its Owner for such common expense assessments shall first commence on the first day of the next installment payment period following the conveyance of the Lot to a Purchaser, and such Lot and its Owner shall thereupon be liable for all periodic payments falling due on or after such date.

**5.03 Establishment of Common Expenses Budget.** The Board shall establish periodic budgets for the Association. Appropriate notice of such budget and meetings concerning such budget shall be provided to the Owners. The budget shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by a majority of the total Association vote. The amount of each budget shall be assessed against the Residential Lots as provided in the paragraph above entitled "Allocation of Common Expenses to Lots", and shall be payable in monthly, quarterly, annual or such other periodic installments as adopted from time to time by the Board. Should the Board fail to adopt a budget for any budget period, the periodic budget last adopted shall be continued until such time as the Board adopts a subsequent budget. Without in any way limiting the nature and type of expenses upon which the budget may be based, the budget may include anticipated expenses for reasonable contingency reserve and working capital and sinking funds, legal and other professional expenses, premiums for casualty and liability insurance for the Common Elements, and for fidelity and for errors and omission or other insurance protection designed to provide defense and insurance coverage to the Board members, members of the ACC, Officers, agents and employees of the Association in connection with any matters with arising from Association or ACC business and the performance by such persons of their duties or related to their status as Board members, Officers, employees or agents of the Association or ACC.

**5.04 Supplemental Assessments.** The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (A) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement or maintenance specific to a Lot;
- (B) Improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (C) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (D) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Supplemental Assessments are subject to the same collection remedies as any other Assessment levied pursuant to this Declaration.

**5.05 Special Assessments.** In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act. The proposed Special Assessment may be vetoed by a majority of the total Association vote. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

**5.06 Accounting and Surplus Funds.** All funds collected by the Association shall be promptly deposited into a commercial bank account and/or a savings and loan account in an institution to be selected by the Board. No withdrawal shall be made from said account except to pay the obligations of the Association. The Board shall maintain complete and accurate books and records of its income and expenses in accordance with generally accepted accounting principles consistently applied and shall file such tax returns and other reports as shall be required by any governmental entity. The books and records shall be kept at the office of the Association and shall be open for inspection by any Owner or by the

holder of any first deed of trust or mortgage of record at any time during normal business hours following reasonable advance notice of the request for inspection, and subject to any limitations and procedures set forth in the inspection of records policy adopted by the Board of Directors. If surplus funds remain after payment of the Association's expenses and prepayment of or provision for sinking funds and reserves, the Board may, but is not required to, pay all or a portion of such surplus to the Owners or credit to the Owners' future assessments, in proportion to each Owner's liability for Common Expenses.

**5.07 Creation of Lien and Foreclosure.** The Common Expenses Assessments, together with any Supplemental Assessment, Special Assessment or other penalty, fees, cost or charges which an Owner is obligated to pay ("assessments"), shall be a debt of such Owner to the Association on the date when each installment thereof becomes due. In the event of the default of any Owner in the payment of any installment of assessments, such amount, any accelerated payments called due, and any subsequently accruing unpaid assessments, together with interest thereon at the rate established by the Board in its collection policy, and together with any other fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

**5.08 Effect of Non-Payment of Assessments.**

(A) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(B) Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(C) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor.

(D) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

**5.09 Lien and Lien Priority.** The Association may, but is not required to, execute and record in the Weld County Recorder's Office a lien setting forth the name of the defaulting Owner as indicated by Association records, the amount of the delinquency, and the fact that additional delinquencies may accrue and increase such amount, and the legal description of the Lot or Lots affected. The lack of recording any such notice shall not in any way affect the priority, validity and enforceability of the lien in favor of the Association or its rights with respect thereto.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or material men's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

**5.10 Owner's Obligation for Payment of Assessments.** The amounts assessed by the Association against each Lot and any interest, costs, and attorney fees in connection with default in payment thereof, shall be the personal and individual debt of the Owner thereof at the time the assessment is made. Each person, if more than one (1), composing the Owner shall be jointly and severally liable therefore. Suit to recover a money judgment for unpaid expenses shall be maintainable without foreclosing or waiving the lien securing same. No Owner may be exempted from liability for assessments by a waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessment is made.

**5.11 Statement of Assessment Status.** Upon payment to the Association of a reasonable fee, as may from time to time be established by the Board, accompanied by the written request of the Owner or any mortgagee or prospective Owner of a Lot, the Association shall issue a written statement setting forth the amount of unpaid assessments and any other charges outstanding with respect to the subject Lot, and the date when the same became due. Such statement shall also include credit for any advanced payments of assessments, but no credit shall be given for any accumulated amounts for reserves or sinking funds, if any. The statement issued by the Association shall be binding upon the Association and its officers and each Owner in favor of persons who rely thereon in good faith. The manner and time for providing such statements shall be as provided by the terms of the Bylaws of the Association, as from time to time amended.

**5.12 Liability Upon Transfer.** Any Owner who sells a Lot in good faith and for value shall be relieved of the obligation for payment of assessments thereafter attributable to the Lot, as of the date of the recordation of the deed transferring such Lot to the subsequent purchaser. The Owner transferring, and the purchaser of the transferred Lot, shall be jointly liable for payment of all assessments and any related interest, costs and attorney fees attributable to the Lot accrued from the date of execution of the deed through the date of such recordation, and the lien for recovery of the same shall remain in force against such Lot.

**5.13 Assignment of Rents.** If a Lot is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Lot are more than thirty (30) days delinquent, the Association may collect, and the occupant or lessee shall pay to the Association, the rent for any Lot owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Association's request. The Association shall send notice to the Owner by any reasonable means at least ten (10) days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Association's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Lot rental or a waiver of the Owner's obligations as provided in the Declaration. The Association shall not exercise this power where a receiver has been appointed with respect to a Lot or Owner, nor in derogation of the exercise of any rights to rents by a holder of a first lien security interest of a Lot. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Lot in the same manner as any other Assessment under this Declaration.

**ARTICLE VI  
GENERAL PROVISIONS**

**6.01 Compliance and Enforcement.**

(A) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(B) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(1) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(2) suspending the right to vote and the right to use Common Area;

(3) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(4) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(5) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(6) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

(7) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(C) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(D) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

**6.02 Attorney Fees.** If an Owner fails to pay any Assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way

related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot.

**6.03 Term.** The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

**6.04 Amendments.** Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least sixty-seven percent (67%) of the Lots in the Association and with the written consent of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Weld County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

**6.05 Mortgage Protection Clause.** No breach of the covenants or restrictions herein contained, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, except as provided herein with regard to priority of liens in favor of the Association, but all of said covenants and restrictions, together with any amounts for assessments, shall be binding upon and effective against any Owner whose title is derived through foreclosure or through trustee sale or through deed given in lieu thereof.

**6.06 Severability.** Invalidation of any clause, sentence, phrase, or provision of this Declaration by judgment or court order shall not affect the validity of any other provisions of this Declaration which shall remain in full force and effect.

**6.07 Enforcement By Governmental Entity.** In the event that the Association or any successor to the Association fails to maintain the Common Elements in reasonably good order and condition, the Town of Firestone (the "Municipality") may serve written notice upon such organization or upon the residents of the Property setting forth the manner in which the organization has failed to maintain the Common Elements in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days thereof and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing the Municipality may modify the terms of the original notice as to deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof are not cured within said thirty (30) days or any extension thereof, the Municipality, in order to preserve the taxable values of the properties within the Property and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements and maintain the same for a period of one (1) year. Said entry and maintenance shall not vest in the public any right to use the Common Elements except when the same is voluntarily dedicated to the public by the Owners. Before the expiration of said year, the Municipality shall, upon its initiative or upon the written request of the organization theretofore responsible for the maintenance of the Common Elements, call a public hearing upon notice to such organization, or to the residents of the Property, to be held by the Board designated by the Municipality, at which hearing such organization or the residents of the Property shall show cause why such maintenance by the Municipality shall not, at the election of the Municipality, continue for a succeeding year. If the Board designated by the Municipality determines that such organization is ready and able to maintain said Common Elements in reasonable condition, the Municipality shall cease to maintain said Common Elements at the end of said year. If the Board designated by the Municipality determines that such organization is not ready and able to maintain said Common Elements in a reasonable condition, the Municipality may, in its discretion, continue to maintain said Common Elements during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter.

The cost of such maintenance by the Municipality shall be paid by the Owners of Lots within the Property that have a right of enjoyment of the Common Elements, and any unpaid assessments shall become a tax lien on said properties. The Municipality shall file a notice of such lien within the Property and shall certify such unpaid assessment to the board of the county commissioners and county treasurer for collection, enforcements, and remittance in the manner provided by law for the collection, enforcement and remittance of general property taxes.

**6.08 Insurance.** The Board shall maintain, to the extent reasonably available:

**(A) Property insurance** on the Common Elements and also on property that must become Common Elements, for broad form covered causes of loss. The total amount of insurance must not be less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

(C) **Fidelity insurance or fidelity bonds** to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law.

(D) **Directors' and Officers' Personal Liability Insurance.** The Association shall obtain directors' and officers personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

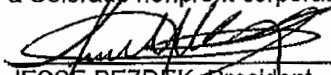
**6.09 Challenge to this Amendment.** All challenges to the validity of this amendment or any future amendments must be made within one year after the date or recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

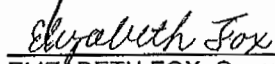
**6.10 Non-Waiver.** Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

**6.11 Conflict of Provisions.** In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.

The undersigned, being the President and the Secretary of the Oak Meadows Owners Association, Inc. hereby certify that the Association has obtained written approval of this Declaration from at least sixty-seven percent (67%) of the Lot Owners.

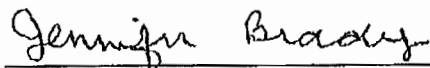
OAK MEADOWS OWNERS  
ASSOCIATION, INC.  
a Colorado nonprofit corporation

  
\_\_\_\_\_  
JESSE BEZDEK, President

  
\_\_\_\_\_  
ELIZABETH FOX, Secretary

STATE OF COLORADO  
COUNTY OF WELD

The foregoing instrument was acknowledged before me this date: December 8, 2015, by JESSE BEZDEK and ELIZABETH FOX, officers of OAK MEADOWS OWNERS ASSOCIATION, INC. WITNESS my hand and official seal. My commission expires

  
\_\_\_\_\_  
Notary Public

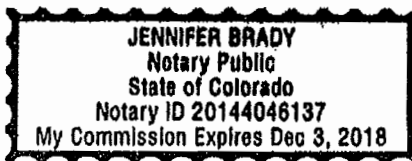


EXHIBIT A  
PROPERTY DESCRIPTION

PUD Filing 1: SW 1/4 Section 6, Township 2 North, Range 67 West of the 6th P.M., Town of Firestone, County of Weld,  
State of Colorado



EXHIBIT B  
COURT ORDER

[attached]

<p>DISTRICT COURT, WELD COUNTY, STATE OF COLORADO</p> <p>Court Address: 901 9<sup>th</sup> Ave. Greeley, CO 80631</p> <p>Phone Number: (970) 475-2400</p> <hr/> <p><b>Petitioner:</b></p> <p><b>Oak Meadows Owners Association, Inc.,</b> a Colorado nonprofit corporation</p>	<p>DATE FILED: November 9, 2015 4:08 PM CASE NUMBER: 2015CV30789</p> <p><b>▲ COURT USE ONLY ▲</b></p> <hr/> <p>Case Number: 2015CV030789</p> <p>Div.: 5</p>
<p><b>ORDER APPROVING AMENDED AND RESTATED DECLARATION, PURSUANT TO C.R.S. §38-33.3-217(7)</b></p>	

**THIS MATTER** comes before the Court for hearing on November 9, 2015. After reviewing the pleadings filed in the matter, testimony by Board member Hanlon, and considering the statements of Counsel, the Court makes the following Findings of Fact and Conclusions of Law and Orders:

Findings of Fact and Conclusions of Law

1. Oak Meadows Owners Association, Inc. ("Association") seeks to amend the Declaration of Protective Covenants of Oak Meadows P.U.D. - Filing 1 recorded in the real property records of Weld County, Colorado at Reception No. 2724211 ("Declaration") by means of a proposed Amended and Restated Declaration of Protective Covenants of Oak Meadows P.U.D. - Filing 1 (the "Proposed Amended and Restated Declaration").
2. The Association notified its Owners of the Proposed Amended and Restated Declaration on December 21, 2013, December 22, 2014, December 24, 2014, and February 1, 2015.
3. The Members of the Association discussed the Proposed Amended and Restated Declaration (as submitted to the Court in the Petition filed herein) at two annual meetings of the Association held on January 23, 2014 and January 22, 2015.
4. Based on the foregoing, the Association has complied with the notice and meeting requirements set forth in Section 38-33.3-217(7)(a)(I) and (II).

5. At least half of the Members required by the Declaration to approve the Proposed Amended and Restated Declaration have voted for the Proposed Amended and Restated Declaration, pursuant to C.R.S. § 38-33.3-217(7)(a)(III).

6. Based on the Petition filed in this case, the Association has not obtained the required consent and approval of the required number of Owners or lenders, and so, has filed its Petition and caused this matter to come before the Court, as allowed for by state statute.

7. Based on the Certificate of Mailing filed in this case, Notice of the Petition was mailed to all of the Owners within the Association, to lenders with security interests in Lots within the community, and to the others indicated in a Certificate of Mailing filed in this case.

8. The notice given is in compliance with the requirements of the applicable state statute.

9. A hearing regarding the petition was held, as referred to above, on November 9, 2015, before this Court.

10. The Association has satisfied all of the requirements of C.R.S. § 38-33.3-217(7).

11. Neither 33% or more of the Owners nor 33% or more of the lenders with security interests in one or more Lots nor the declarant have filed written objections with the Court prior to the hearing.

12. Neither the Federal Housing Administration nor the Veterans Administration is entitled to vote on the proposed amendment.

13. The Proposed Amended and Restated Declaration presented to the Court does not terminate the Declaration. The preponderance of the evidence and application of plain language of the Declaration indicates that the Proposed Amended and Restated Declaration is an amendment, and not a termination.

14. The Proposed Amended and Restated Declaration presented to the Court does not change the allocated interests of the Owners.

15. The Period of Declarant control has expired and approval of the Declarant is not required.

16. Based upon these Findings of Fact and Conclusions of Law and pursuant to the requirements of C.R.S. § 38-33.3-217(7)(e) and (f), it is hereby:

**ORDERED** that the Proposed Amended and Restated Declaration is approved by this Court and shall be binding upon all Owners in the Oak Meadows community and shall have the same legal effect as if were adopted pursuant to the amendment requirements set forth in the Declaration upon the recording of the Amended and Restated Declaration, with this Order attached, with the Clerk and Records' office for Weld County, Colorado.

**IT IS FURTHER ORDERED** that the Association record a copy of the approved Amended and Restated Declaration together with a copy of this Order with the Clerk and Recorder's office for Weld County, Colorado.

DONE this 9<sup>th</sup> day of November, 2015.

BY THE COURT:



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Julie C. Hoskins  
District Court Judge

***This document was filed pursuant to C.R.C.P. 121, § 1-26. A printable version of the electronically signed order is available in the Court's electronic file.***