

AMENDED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
CARRIAGE HILLS PLANNED UNIT DEVELOPMENT, SIXTH FILING  
LARIMER COUNTY, COLORADO

The Declaration of Covenants, Conditions and Restrictions of Carriage Hills Planned Unit Development (6th Filing) (Phase B), dated May 19, 1976, executed by Fish Creek Park, Inc., as Declarant, was recorded on the 30th day of June, 1976, at Book 1707, Page 722, Reception No. 156007, of the Larimer County, Colorado Records.

The undersigned, being a two-thirds majority of all of the lot owners within said Carriage Hills Planned Unit Development, Sixth filing, hereby amend said initial Declaration, which was dated May, 1976, in its entirety, as follows:

ARTICLE I

DEFINITIONS.

Section A. "Association" means Carriage Hills Planned Unit Development Association, a Colorado nonprofit corporation, which Association serves both Carriage Hills Planned Unit Development Sixth filing and Seventh filing.

Section B. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to a lot.

Section C. "Subdivision" means Carriage Hills Planned Unit Development, Sixth filing.

Section D. "Lot" means any platted lot as shown on the recorded subdivision plat, with the exception of common areas.

Section E. "Common area" or "open space" means and includes all real property so described and so dedicated or designated on the recorded subdivision plat.

Section F. "Common expenses" means and includes expenses for maintenance, repair, operation and management of the common areas and roads, and as may otherwise be provided in this Declaration or in the By-Laws of the Association.

ARTICLE II

THE REAL PROPERTY HEREIN DESCRIBED (CARRIAGE HILLS PLANNED UNIT DEVELOPMENT, SIXTH FILING, LARIMER COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF) SHALL BE AND HEREBY IS DECLARED SUBJECT TO THE PROVISIONS OF THIS ARTICLE CONTAINING THE PROTECTIVE COVENANTS, BUILDING RESTRICTIONS AND ARCHITECTURAL CONTROL FOR THE PURPOSE OF PROTECTING THE BEAUTY, ENJOYMENT, SAFETY AND VALUES OF SAID SUBDIVISION.

LAND USE AND BUILDINGS.

Section A. All lots within the subdivision shall be used for residential purposes only and no building or structure shall be erected, altered, placed or permitted to remain on any lot or parcel of land other than one single-family dwelling,

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except as hereinafter specifically provided. All such single-family dwellings shall have a minimum of 1,000 square feet of living space, exclusive of basement, garage, terraces, patios and porch areas. In addition to said single-family dwelling, there may be constructed a detached or attached private garage for not more than three vehicles, and a storage building. No structure of any nature may be moved upon a lot except a storage building. No structure on any lot shall exceed two stories in height (22 feet in height at the point measured between the roof eaves and the highest ground grade level adjacent to the structure). Further, the foundation of any structure shall not exceed 12 inches in height at the point measured from the highest ground grade level adjacent to the structure.

Section B. In order to protect the beauty, enjoyment and values of all property within the subdivision, the Architectural Control Committee shall approve the exterior materials, colors and design and the site location of all single-family dwellings and all other structures upon every lot within the subdivision, and the size of any storage building, prior to the commencement of construction or location thereof. A material list, schematic drawing and site location map shall be presented to said Committee prior to the commencement of construction, for said purpose. For exterior materials the Committee shall give preference to but not be bound to, brick, glass, wood and stone. For exterior colors, only earthtone colors or colors which are harmonious with the then existing single-family dwellings in the subdivision shall be approved by the Architectural Control Committee. For exterior design, the Committee shall not approve flat roofs, roofs with pitch of less than 3/12, dirt or sod roofs. The Committee shall not approve A-frame, dome, geodesic or pod designs. No pre-manufactured homes shall be permitted by the Committee.

Section C. All recreational vehicles, travel trailers, mobile homes, camper shells, boats and commercial trucks, whether owned by the lot owners or by third parties, shall be screened from the view of adjacent lot owners, with the screening structure approved, prior to commencement of construction thereof, by the Architectural Control Committee. No recreational vehicle, tent, trailer, basement or any other structure except the single-family dwelling shall be used at any time as a residence, temporarily or permanently.

Section D. Without prior approval of the Architectural Control Committee, no radio, television or other antenna of any nature whatsoever shall extend beyond six feet above the highest point of the roof line on any structure. Television satellite dishes must be given prior approval by the Architectural Control Committee.

Section E. Offensive or loud noises and uses considered to be a nuisance shall not be permitted on any lot or at any location within the subdivision, and for the purpose of this covenant a noise shall be offensive or loud if it is offensive or loud to the majority of the adjacent lot owners or to the majority of the Board of Directors of the Association, and a use shall be considered to be a nuisance if it is so considered by a majority of the adjacent lot owners or by a majority of the Board of Directors of the Association. This covenant shall apply to the use of motor bikes and similar vehicles. Use of "ham" radios or similar types of transmissions which interfere with normal radio and television signals within the subdivision is prohibited.

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Section F. All construction of any permitted structure shall be completed within eight months subsequent to commencement thereof. The exterior construction of any single-family dwelling must be completed prior to occupancy. No lot shall be used for the storage of any property of any nature whatsoever in the open except during the construction period, but in no event to exceed eight months, and the Architectural Control Committee may adopt reasonable regulations for the orderly storage of materials during the construction period. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and containers therefor shall be kept in a clean and sanitary condition, screened from the view of adjacent property owners. No incinerator shall be permitted or maintained on any lot. No tanks of any nature whatsoever, either elevated, buried or at ground level, shall be permitted upon any lot. No unlicensed or inoperative motor vehicle shall be permitted to remain upon any lot for more than 30 days during any one calendar year, unless the same is garaged. No machines of any nature whatsoever shall be permitted on any lot, unless the same is garaged or kept within one of the permitted structures.

Section G. No driveway or access road shall be constructed or used unless an approved culvert of a minimum size of twelve (12) inches shall first be installed by the owners of said lot, at their expense, unless said driveway or access road is below the level of the public road surface.

Section H. No animals, livestock, horses, cattle, swine, fowl or poultry of any kind whatsoever shall be housed, raised, kept or left on any lot, with the following exceptions: a maximum of two dogs and two cats may be kept per lot so long as the same are not raised or kept for a commercial purpose. All such animals shall be confined within the boundaries of the lot.

Section I. No wall, fence or barrier of any kind shall be erected or constructed upon any lot, except a fence for a dog or cat area enclosure not exceeding 100 square feet which shall be located adjacent to and at the rear of the single-family residence.

Section J. No signs of any kind shall be located on any lot, except one sign of not more than 5 square feet advertising the property for sale or rent.

Section K. The owner of a single-family dwelling on any lot may use a portion thereof for a private office upon the following conditions: that the use thereof is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof; that no manufacturing of any products of any nature whatsoever for sale is conducted therein; and that the use thereof does not regularly result in more than one motor vehicle being parked upon the lot at any given time, in addition to the motor vehicles owned by the owners of the lot. Compliance or non-compliance with this section shall be determined by the Board of Directors of the Association.

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Section L. No lot within the subdivision shall ever be split, replatted or re-subdivided, in any manner, unless the result is less density use within the subdivision (for example, two owners purchasing the lot between the properties together, and then adding one-half of the newly acquired lot to each of their pre-existing lots).

#### ARTICLE III

##### 1. MANAGEMENT.

Section A. The management of the common areas (open spaces), and of the streets within the subdivision, shall be governed by the Association, through its Board of Directors. Said Board of Directors shall also serve as the Architectural Control Committee, as hereinafter provided.

##### 2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

Section A. Every owner of a lot within the development shall be a member of the Association upon acquisition of said lot. Membership shall be appurtenant to and may not be separated from said ownership. Membership shall pass automatically upon the sale of any lot.

Section B. All members shall be entitled to notice of all membership meetings; but there shall be only one voting member per lot, as designated by the owners of that lot. Said designation shall be made known to the Chairman at the outset of all membership meetings.

##### 3. BOARD OF DIRECTORS.

Section A. The Board of Directors of the Association shall be elected by a majority vote of the members present at the annual membership meeting, upon there being a quorum present in accordance with the Association by-laws. The Board of Directors shall adopt Bylaws, Rules and Regulations that are non-discriminatory and which do not conflict with this Declaration. The Board of Directors may maintain, as a common expense, such premises liability insurance coverage pertaining to the common areas, as it determines appropriate.

##### 4. USE OF COMMON AREAS.

Section A. Every lot owner shall have a perpetual, non-exclusive right, in common with all of the other lot owners, of and for the use and enjoyment in and to the common areas. Ownership of the common areas shall remain in the Association. Said right of a lot owner to use the common areas may be suspended by the Association, in accordance with the Association Bylaws, Rules or Regulations, for either abuse of said use or for the failure to pay any assessment levied by the Association.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE.

Section A. The Architectural Control Committee shall be the Board of Directors of the Association. No person acting in such capacity shall be entitled to compensation for services performed pursuant to this provision.

Section B. Whenever approval of the Architectural Control Committee is called for in this Declaration, prior to the commencement of construction, the schematic drawing, material list and site plan, as the case may be, shall be submitted to

the Committee in duplicate. The Committee shall retain one set as part of its permanent files. The Committee shall have the power to reject any such material if it reasonably deems it to be incomplete or insufficient.

Section C. The Committee's approval or disapproval shall be in writing. In the event the Committee fails to approve or disapprove within thirty days subsequent to the date upon which satisfactory documents have been submitted to it, approval shall be deemed to have been made. An approval or disapproval relating to the development of one lot shall not bind the Committee to approve or disapprove the same or similar development on any other lot.

#### ARTICLE V

##### ASSESSMENT FOR COMMON EXPENSES.

Section A. All members of the Association shall be obligated to pay the assessments per lot imposed by the Board of Directors to meet the common expenses attributable to the subdivision. Assessments for the common expenses shall be due annually or at such other intervals as may be set by the Board of Directors. The Board of Directors shall prepare and mail to each member a statement for the common expenses.

Section B. Assessments made for the common expenses shall be based upon the cash requirements deemed to be the aggregate sum the Board of Directors shall from time to time determine necessary to be paid by the lot owner or owners, including the payment of any deficit remaining from a previous period and for the creation of a reasonable contingency or other reserve fund for future expenses.

Section C. The Association shall, upon request of any owner, mortgagee or contract purchaser, issue its certificate executed by an officer of the Association certifying the status of the assessment or assessments with respect to that lot. The Association shall be entitled to collect a fee not to exceed \$35.00 for the issuance of any such certificate.

#### ARTICLE VI

##### MEMBERS OBLIGATION FOR PAYMENT OF ASSESSMENTS.

Section A. An assessment shall become delinquent if not paid within thirty days subsequent to the date of the mailing of the notice thereof. Each assessment made by the Association against each lot shall be the personal and individual debt of the owners of the lots at the time the assessment is made, and shall incur interest at the rate of 15% per annum from the date of delinquency until paid. An action to recover the same may be brought by the Association in any Court having jurisdiction, including the District Court in and for the County of Larimer, State of Colorado. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing and without waiving the lien securing the same, as hereinafter provided. No member may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas, facilities or streets, or by abandonment of his lot.

ARTICLE VII

LIEN FOR NON-PAYMENT OF ASSESSMENTS.

Section A. If any member of the Association shall fail or refuse to make his payment of the common expenses when due, the amount thereof shall constitute a lien on his lot, together with his interest in the common areas, and upon the recording of notice thereof by the Association, such lien shall be constituted upon such lot prior to all other liens and encumbrances, recorded or unrecorded, except only (a) real property taxes, and (b) all sums unpaid on a first mortgage or first trust deed of record.

Section B. To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the owner and a description of the lot. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the office of the Clerk and Recorder of the County of Larimer, State of Colorado. Such lien shall attach from the date of recording in the office of the Clerk and Recorder of said Larimer County. Such lien may be enforced by the foreclosure by the Association of the defaulting owner's lot in like manner as mortgages on real property. The lien provided herein shall be in favor of the Association and for the benefit of all of the members of the Association. In any such foreclosure the owner shall be required to pay the cost and expenses of such proceedings, interest at the rate of 15% per annum from the date of default, and all expenses and reasonable attorney fees incurred by the Association for filing the notice of lien and in connection with such foreclosure action. The owner shall also be required to pay to the Association the assessment during the period of foreclosure and the Association shall be entitled to a receiver to collect the same. The Association on behalf of the members shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same such lot. The Association shall send to each first mortgagee a copy of the notice of lien provided for herein. Any encumbrancer holding a lien on a lot may, but shall not be required to, pay any unpaid common expenses payable with respect thereto and upon such payment, such encumbrancer shall have a lien in the amounts paid, of the same rank as the lien of his encumbrance.

ARTICLE VIII

LIABILITY FOR COMMON EXPENSES UPON TRANSFER OF LOT.

Section A. The grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

ARTICLE IX

ENFORCEABILITY.

Section A. If any person or entity violates or attempts to violate any of the covenants herein, it shall be lawful for any other person or entity owning any real property situate in

the subdivision or, at its discretion, the Board of Directors of the Association, to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such covenant, and either to prevent such person from so doing or to recover damages therefor. The violating party shall pay the plaintiff's costs and reasonable attorney fees incurred by the party, parties or entity who or which is enforcing these covenants, including but not in limitation said reasonable attorney fees and costs resulting from any court proceedings.

ARTICLE X

INVALIDATION.

Section A. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

ARTICLE XI

COVENANTS TO RUN WITH THE LAND.

Section A. These covenants shall run with the lands located within the subdivision, and shall be binding upon all owners thereof and all persons claiming under them for a period of five years from the date of the signing hereof, at which time said covenant shall be automatically extended for successive periods of five years, from time to time as each period ends, automatically, unless amended or revoked as hereinafter provided.

ARTICLE XII

WAIVER.

Failure to enforce a breach or violation of the covenants herein shall not enjoin or waive the right to enforce a subsequent breach or violation of the same or another covenant.

ARTICLE XIII

REVOCATION OR AMENDMENT TO DECLARATION.

Section A. This Declaration may be revoked or amended only by the written consent of no less than a simple majority of the then voting members of the Association (each lot shall have one vote so that the aforementioned reference to a simple majority shall be construed to mean a simple majority of the lots).

In Witness Whereof, the undersigned have set their signatures this 13<sup>th</sup> day of December, 1986.











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Individual signature page  
Carriage Hills P.U.D. Protective  
Covenants

James A. Summers

Republic of Bolivia )  
Department of La Paz )  
CITY OF La Paz ) S.S. )  
Embassy of the ) ) SS  
United States of America )

Sworn to and subscribed in my presence this 16<sup>th</sup> day of  
October, 1986, by James A. Summers.

Witness my hand and official seal.  
My commission expires:

Patricia A. Landis  
Notary Public in the State of Tennessee  
Vice Consul of the  
United States of America

Lot #36 - 6<sup>th</sup> filing











Individual signature page  
Carriage Hills P.U.D. Protective  
Covenants

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~~A. Robert W. Deegan~~

Barbara J. Phillips

STATE OF Illinois )  
COUNTY OF DuPage ) SS

Sworn to and subscribed in my presence this 22nd day of July, 1986, by Robert W. and Barbara J. Phillips.

Witness my hand and official seal.  
My commission expires: 5/19/90

Janice M. Malou  
Notary Public

Lot 26 - 6th



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Carriage Hills P.U.D. Protective  
Covenants

Prentice E. Fisher

Esther M. Fisher

STATE OF Arizona  
COUNTY OF Maricopa SS

Sworn to and subscribed in my presence this 2<sup>nd</sup> day of  
August, 1986, by Prentice E. & Esther M. Fisher

Witness my hand and official seal  
My commission expires:  
Sept 30, 1988



Beatrice G. Korson  
Notary Public

Ret 25-6<sup>th</sup>

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Carriage Hills P.U.D. Protective  
Covenants

J. Randall Charles

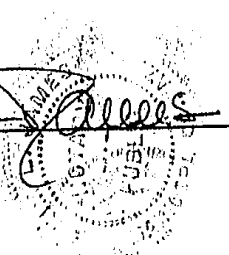
STATE OF Arizona  
COUNTY OF Maricopa <sup>SS</sup>

Sworn to and subscribed in my presence this 25<sup>th</sup> day of  
July, 1986, by J. Randall Charles.

Witness my hand and official seal.  
My commission expires:

Timothy J. Jones  
Notary Public

My Commission Expires May 19, 1989



Int # 21 - 6th



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Individual signature page  
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Covenants

Ernie A. Doster 11/13/86

STATE OF Colorado  
COUNTY OF Boulder ) SS

Sworn to and subscribed in my presence this 13<sup>th</sup> day of  
November, 1986, by Ernie A. Doster.

Witness my hand and official seal.  
My commission expires: 10/31/90



Leroy Schlagel  
Notary Public  
2344 Spruce St.  
Boulder, CO 80302

Sub 20 - 6th



















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Covenants

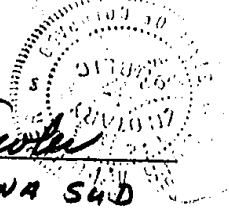
William M. Dye

STATE OF Color )  
COUNTY OF Spencer ) SS

Sworn to and subscribed in my presence this 11<sup>th</sup> day of August, 1986, by William M. Dye.

Witness my hand and official seal.  
My commission expires: 11/12/88.

Lois A. Fowler  
Notary Public  
2222 50 HAVANA SQ  
Aurora, Co 80014









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Covenants

Margaret Fenn  
Margaret Fenn

STATE OF REPUBLIC OF FRANCE, CITY OF PARIS | SS  
COUNTY OF EMBASSY OF THE UNITED STATES OF AMERICA

Sworn to and subscribed in my presence this 21<sup>st</sup> day of  
July, 1986, by Margaret Fenn.

Witness my hand and official seal.  
~~My commission expires.~~

Alma J. Engel  
Notary Public

Alma J. Engel  
Vice Consul  
United States of America



Lot # 3 - 6

