

RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR  
MEADOWDALE HILLS, FIRST AND SECOND FILINGS, LARIMER COUNTY,  
COLORADO

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We, the undersigned, being a majority of the lot owners in Meadowdale Hills, First and Second Filings, Larimer County, State of Colorado, desire to establish certain standards for and covering all of the properties in said Subdivision, by means of protective covenants, to insure the lasting aesthetic value and enjoyment of all of the property therein. Therefore, we do hereby publish and declare that the following covenants shall be deemed to run with said lands, and the improvements thereon, and shall be a burden and a benefit to all of the lots within said Subdivision.

Furthermore, all previous protective covenants, affecting properties herein, whether or not recorded in Larimer County, Colorado, are hereby revoked in total, including but not in limitation, the protective covenants and amendments recorded at the following reception numbers of said Larimer County, Colorado records: Reception Number 844880, Reception number 865932, Reception Number 871374, Reception Number 170739, and Reception Number 369372.

Except as otherwise herein provided, a building, structure or use not conforming to these restated covenants, but which conforms to prior recorded covenants, may be continued, except that any building, structure or use which is destroyed may not be rebuilt or reestablished if destroyed, without complying with these restated covenants. A building, structure or use will be deemed destroyed if it is damaged to an extent of fifty percent or more, with said percentage to be determined by the Association Board of Directors, which decision shall be final if not arbitrary.

1. Definitions

(A) "Association" means Property Owners Association of Meadowdale Hills, Inc., a Colorado Nonprofit Corporation.

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

(C) "Lot" means any platted lot or parcel of land herein described.

(D) "Nonconforming building, structure or use" includes any existing building, structure or use which does not conform to these covenants at the time of the recording date hereof.

(E) "Streets" or "roads" means the streets and roads shown on the subdivision plat.

(F) A.C.C. means the Architectural Control Committee.

## 2. Property Use and Buildings

(A) All lots within the above described property shall be used for residential purposes only, and no building or structure shall be erected or placed, on any lot or parcel of land other than one single-family dwelling, except as hereinafter specifically provided. All such single-family dwellings shall have a minimum of 800 square feet of living space on the ground floor level, exclusive of basement, garage, porch, terrace, patio and deck areas. There may be no more than one level above the main level. All such dwellings shall be used for one single-family occupancy only. Attendant to said single-family dwelling, there may be constructed a detached or attached garage. A detached garage shall not be for more than three vehicles, and the size, location and design shall be approved by the A.C.C.. Attendant to said single-family dwelling, there may also be constructed a detached or attached storage building, of a size, location and design approved by the A.C.C.. Except said single-family dwelling, garage and storage building, no other building or structure shall be erected or placed on any lot.

(B) Building plans and material specifications, sufficient to allow the A.C.C. to determine if these restated covenants will be complied with, shall be submitted to the A.C.C. prior to the commencement of construction of any allowed structure. A site location map for all structures shall also be submitted to the A.C.C. for the purpose of the A.C.C. determining that the building setbacks required by law will be complied with.

(C) The A.C.C. must approve the exterior materials and exterior colors, prior to the commencement of construction. For exterior materials, the A.C.C. shall give preference to but not be bound to wood, stone and glass. The A.C.C. shall not approve concrete for an exterior material, except for foundations. The A.C.C. shall give preference to colors which blend with the mountain environment, and shall not approve bright colors.

(D) No structure of a temporary character, trailer, tent, basement, shack or out-building shall be used on any lot at any time as a residence either temporarily or permanently. However, a mobile home may be used during the actual construction of an approved building, provided sanitary facilities, approved by Larimer County Health Department, are installed. The use of the mobile home must terminate after one year.

(E) No lot shall be used for open storage of materials of any nature whatsoever, except during the construction period of a permitted structure, but in no event to exceed one year. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and containers therefore shall be kept in a clean and sanitary condition. No unlicensed or inoperative motor vehicles shall be permitted to remain or be stored upon any lot for more than 30 days during any one calendar year, unless the same is garaged. No R V (recreational vehicle) may be parked or stored for any length of time on any street.

(F) Offensive or loud noises and uses considered to be a nuisance shall not be permitted on any lot or at any location within the above described properties.

Use of "ham" radios or similar types of transmissions which interfere with normal radio and television signals within the above described properties is prohibited.

(G) No animals, livestock, horses, cattle, swine, fowl or poultry of any kind whatsoever shall be housed, raised, kept or left on any lot, except dogs, cats and other household pets. No animals shall be raised or kept for commercial purposes. All animals shall be confined within the boundaries of the lot unless under the direct control of the owner.

(H) Signs located on any lot shall not be more than two square feet in size identifying the occupants and address of the single-family dwelling; and one sign advertising the property for sale or rent by the owners or by a realtor, so long as any such sign does not exceed four square feet in size and is not more than three feet higher than the grade at the point of its location. Nothing herein contained shall prevent the Association from erecting a subdivision or area identification sign at the point of entrances thereto.

(I) The owner of a single-family dwelling on any lot may use a portion of the interior thereof for a private office upon the following conditions: that any such use is conducted entirely within the dwelling and only by the owners. Any such use shall be incidental and secondary to the use of the dwelling for single-family dwelling purposes, and shall not change the character of the dwelling or the property. Any such business shall also comply with county requirements.

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

(K) All exterior construction of any permitted structure shall be substantially completed to the approval of the A.C.C., and in accordance with the approved plans and specifications within one year subsequent to the issuance of the building permit therefore or within one year subsequent to the commencement of such construction, whichever first occurs. The exterior construction of a permitted structure must be completed prior to occupancy or use thereof.

(L) Trees shall not be harvested for commercial purposes, and beetle or otherwise infested or diseased trees shall be the responsibility of the lot owner for treatment or removal in accordance with the recommendation of the appropriate governmental agency.

(M) No driveway or access road shall be constructed or used unless an approved culvert, swale or gutter of a minimum size of twelve inches and as approved by the A.C.C. shall first be installed by the owners of the lot, at their expense, unless said driveway or access road does not interfere with the normal drainage of the public road as it existed prior to the installation of the driveway or access road.

(N) All of the provisions of these restated covenants, including the foregoing, shall apply to exterior remodeling of and additions to structures which existed prior to the recording date hereof.

### 3. Architectural Control Committee

(A) The Architectural Control Committee shall consist of 3 members, each of whom shall be elected for a two year term, at the annual membership meeting, by a simple majority vote.

(B) The Committee's approval or disapproval, based upon these restated covenants, shall be indicated in writing upon the owners set of plans, dated and signed by at least one member of the committee. If disapproval, the specific reasons shall also be stated. In the event that the Committee fails to approve or disapprove within thirty days subsequent to the date upon which satisfactory documents have been submitted to it, approval will be conclusively deemed to have been made.

### 4. Association Membership and Voting Rights

(A) Every owner of a lot within the above described property 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 the lot.

(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. Provided, however, a lot shall not be entitled to any vote at any membership meeting if the annual assessment for that lot is delinquent at the time of any such meetings.

### 5. Board of Directors

The Board of Directors of the Association shall be elected in accordance with the Association Bylaws.

### 6. Annual Assessment

(A) All members of the Association shall be obligated to pay the annual assessment as set forth in the Bylaws.

(B) The annual assessment shall become delinquent if not paid by the annual meeting date.

## 7. Lien or Suit for Non-payment of Assessments

(A) If any member of the Association shall fail or refuse to make the payment of the annual assessment, the amount thereof shall constitute a lien on the lot.

(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.

(C) In the alternative, an action to recover non-payment of assessments may be brought by the Association in any Court having jurisdiction, and by purchasing a lot within the above described properties, an owner submits himself to the venue and jurisdiction of the Courts in the County of Larimer, State of Colorado. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing and without waiving the lien securing the same, until judgment is entered.

(D) No member may exempt himself from liability for payment of assessments by waiver of the use or enjoyment of any of the functions of the Association or by abandonment of his lot.

## 8. Liability for Assessments Upon Transfer of Lot

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

## 9. Covenants to Run with the Land

These restated covenants shall run with all of the land located within this subdivision, as above described, and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date of recording hereof, at which time these restated covenants shall be automatically extended for successive periods of ten years, from time to time as each period ends, unless amended or revoked as herein provided.

## 10. Violations

If any person violates or attempts to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate within the above described property, or, in its discretion, the Board of Directors, to prosecute any proceedings at law or in equity against the person or persons 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 resulting from such court proceedings. For the purpose of such

enforcement, all owners of the properties herein described submit themselves to the venue and jurisdiction of the Courts of Larimer County, Colorado.

11. Invalidation

The provisions of these protective covenants are severable. Invalidation of any portion hereof by a court or competent jurisdiction shall in no way affect any of the other provisions herein contained which shall remain in full force and effect.

12. Non-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.

13. Amendments or Revocation

These covenants shall not be revoked or amended unless a majority of the voting members (each lot shall have one vote so that the aforementioned reference to majority shall mean a simple majority of the lots) of the association consent in writing to such revocation or amendment, which instrument shall be duly recorded in the County real estate records, and refer to these protective covenants as well as to all previous amendments, by recording information.