

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE VILLAGE PUD

THIS AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for the Village PUD is made and entered into as of the \_\_\_\_\_ day of March, 1986.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for the Village PUD was recorded November 5, 1985, at Reception No. 85056747 of the Larimer County, Colorado records ("the Declaration").

WHEREAS, Article VIII, Section 2, of the Declaration provides that it may be amended at any time by an instrument in writing executed by 75 percent of the members of the Association.

WHEREAS, the persons and entities executing this Amendment constitute 75 percent of the members of the Association.

WHEREAS, the signatories to this Amendment desire to amend and modify the Declaration.

NOW, THEREFORE, the undersigned hereby publish and declare that the Declaration shall be and is hereby amended as follows:

ARTICLE IV, Section 1, is hereby amended by adding thereto the following provision:

(L) Notwithstanding any other term, covenant, condition, or provision contained in this Declaration, the Association, acting through its duly authorized officers, shall have full right, power, and authority to execute the final development plan, site plan, and plat of the Village PUD First Subdivision, Loveland, Colorado, pursuant to the application for Special Review No. 541, submitted by Progressive Living Structures, Inc., to the City of Loveland, Colorado. Said development plan is a replat of a portion of the Village PUD including Tract 5 and portions of Tracts 2, 4, and 6, which are presently owned by the Association. By executing the plat and consenting to the replatting of the property therein described, the Association will be conveying to Progressive Living Structures, Inc., a portion of the common area owned by the Association. The Association Is expressly authorized to make such conveyance and to execute any and all documents reasonably required to evidence the conveyance of a portion of the common area to Progressive Living Structures in accordance with said final development plan, provided that the Association shall remain the owner of, or Progressive Living Structures shall convey to to the Association, that portion of Tracts 2, 4, 5, and 6 which are described end designated as Tracts A, B, C, and D on the final development plan for the Village PUD First Subdivision.

2. Except as expressly amended or modified herein, all other terms, covenants, conditions, and provisions of the Declaration shall remain the same and are hereby ratified and affirmed by the undersigned.

3. The real property described in Declaration shall be held, sold, conveyed, and transferred subject to the terms, covenants, conditions, and provisions of the Declaration as herein modified. which shall run with the land, shall be a burden and benefit to any person acquiring any interest in the real property, their grantees, heirs, personal representatives, successors, and assigns.

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J. ULVANG, RECORDER - LARIMER COUNTY, CO. DOC. FEE - 8.00

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J. ULVANG, RECORDER - LARIMER COUNTY, CO. STATE DOC. FEE - 6.00

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE VILLAGE PUD

THIS AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for the Village PUD is made and entered into as of the 17th day of March, 1986.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for the Village PUD was recorded November 3, 1983, at Reception No. 85036747 of the Larimer County, Colorado Records ("the Declaration");

WHEREAS, Article VIII, Section 2, of the Declaration provides that it may be amended at any time by an instrument in writing executed by 75 percent of the members of the Association;

WHEREAS, the person, and official executing this Amendment constitutes 75 percent of the members of the Association;

WHEREAS, the signatories to this Amendment desire to amend and modify the Declaration;

Now, THEREFORE, the undersigned hereby publish and declare that the Declaration shall be and is hereby amended as follows:

ARTICLE IV, Section 1, is hereby amended by adding thereto the following provision:

(L) Notwithstanding any other term, covenant, condition, or provision contained in this Declaration, the Association, acting through its duly authorized officers, shall have full right, power, and authority to execute the final development plan, site plan, and plat of the Village PUD First Subdivision, Loveland, Colorado, pursuant to the application for Special Review No. 54), submitted by Progressive Living Structures, Inc., to the City of Loveland, Colorado. Said development plan is a replat of a portion of the Village PUD including Tract 5 and portions of Tracts 2, 4, and 6, which are presently owned by the Association. By executing the plat and consenting to the replatting of the property therein described, the Association will be conveying to Progressive Living Structures, Inc., a portion of the common area owned by the Association. The Association is expressly authorized to make such conveyance and to execute any and all documents reasonably required to evidence the conveyance of a portion of the common area to Progressive Living Structures in accordance with said final development plan, provided that the Association shall remain the owner of, or Progressive Living Structures shall convey to the Association, that portion of Tracts 2, 4, 5, and 6 which are described and designated as Tracts A, B, C, and D on the final development plan for the Village PUD First Subdivision.

2. Except as expressly amended or modified herein, all other terms, covenants, conditions, and provisions of the Declaration shall remain the same and are hereby ratified and affirmed by the undersigned.

3. The real property described in Declaration shall be held, sold, conveyed, and transferred subject to the terms, covenants, conditions, and provisions of the Declaration as herein modified, which shall run with the land, shall be a burden and benefit to any person acquiring any interest in the real property, their grantees, heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

ATTEST: (seal)

Secretary

THE VILLAGE PUD, INC.,  
a Colorado corporation

BY:

LARRY R. HENDERSON, President

PROGRESSIVE LIVING STRUCTURES, INC.,  
a Colorado corporation

BY:

LEO J. SCHUSTER, President

ATTEST: (seal)

Secretary

STATE OF COLORADO )

) ss.

COUNTY OF LARIMER )

Subscribed, sworn to, and acknowledged before me this 14<sup>th</sup> day of March, 1986, by Richard Henderson, Secretary of The Village PUD, Inc., a Colorado corporation, and LARRY R. HENDERSON, President of The Village PUD, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 4-14-88

Notary Public

490 N. Garfield, Loveland, CO



STATE OF COLORADO )

) ss.

COUNTY OF LARIMER )

Subscribed, sworn to, and acknowledged before me this 14<sup>th</sup> day of March, 1986, by Jocelyn K. Carney, Secretary of Progressive Living Structures, Inc., a Colorado corporation, and LEO J. SCHUSTER, President of Progressive Living Structures, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 11-19-86

Notary Public

490 N. Garfield, Loveland, CO

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the  
3rd day of April, 1988.

WORLD SAVINGS AND LOAN ASSOCIATION,  
 A FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST:

W. James Greher

BY:

J.P. Jones Greher

STATE OF COLORADO)

ss.

COUNTY OF Boulder)

Subscribed, sworn to, and acknowledged before me this 3rd day of April,  
 1988, by W. James Greher, Assistant Vice-President of World Savings and  
Loan Association, a Federal Savings and Loan Association.

Witness my hand and official seal.

My commission expires Oct. 10, 1989



Joyce A. White  
 Notary Public

2420 West 26th Ave.  
Denver, Colorado 80211  
 address of Notary Public

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the  
22nd day of April, 1986.

MOORE MORTGAGE CO.

ATTEST:

Melissa D. Nease  
Melissa D. Nease, Asst. SecretaryToni Ann Anderson  
Toni Ann Anderson,  
Vice President-Marketing Administration

STATE OF COLORADO

ss.

COUNTY OF

Subscribed, sworn to, and acknowledged before me this 22nd day of April,  
1986, by Melissa D. Nease, Toni Ann Anderson of Moore Mortgage Co.

Witness my hand and official seal.

My commission expires: 5/24/89Handy Case  
Notary Public300 Speer Blvd.  
Denver, CO 80203  
address of Notary Public

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the  
6 day of June, 1966.

ATTEST:

Danila A. Apurto-Lopez

BY: William C. Brink

STATE OF COLORADO)

ss.

COUNTY OF San Juan

Subscribed, sworn to, and acknowledged before me this 6<sup>th</sup> day of June,  
1966, by William C. Brink at First Interstate  
Norridge, Grandway 17 Colorado.

Witness my hand and official seal.

My commission expires: May 13, 1968.

Wilbur J. Henry  
Notary Public

215 West Oak Street #310  
Fort Collins Colorado 80521  
address of Notary Public



DECLARATION OF PROTECTIVE COVENANTS

FOR

THE VILLAGE PUD

The undersigned, THE VILLAGE P.U.D., Inc., being the owner of all the land in THE VILLAGE, as shown on the Plat of said Subdivision does hereby make this Declaration of Protective Covenants applicable to all of the lots in said Subdivision.

PART A. RESIDENTIAL AREA COVENANTS.

A-1. Land Use and Building Type. No lot shall be used except for a single family residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot except as provided in the initial plans and specifications for single family detached homes of said lots with each unit not to exceed two and one-half stories in height and an attached private garage for not more than three cars.

A-2. Architectural Control. No further structures shall be permitted, placed or existing structures altered on any lot once the initial single family patio homes have been constructed thereon by the developers until the construction plans and specifications and a plan showing any location of a structure shall have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence, landscaping or other structure or improvements, including but not limited to, playground equipment, storage sheds, rock gardens, fountains, statues, trees, shrubs or other plantings shall be commenced, erected or maintained upon the property, nor shall any exterior painting, resurfacing, addition to or change or alteration therein be made until the Plans and Specifications showing the nature, kind, shape, heights, materials, color of paint, and location in relation to the surrounding structures and topography has been submitted in duplicate and approved by the Architectural Control Committee. Approval shall be as provided in Part B.

A-3. Dwelling Size. The living area of any dwelling shall be not less than 800 square feet.

A-4. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of THE VILLAGE PUD First Filing. Within these easements no structure, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of

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each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. If any building erected on any lot shall encroach upon any other lot by reason of overhang, eaves or other structure as initially constructed thereon, there shall be an exclusive easement, appurtenant to the lot upon which such building is primarily erected, for such encroachment and for the maintenance, repair, and in the event of destruction, reconstruction of such building. There is hereby expressly further reserved an easement and a right of way over and across any adjoining lot and is reasonably necessary for the restoration and repair of the structure on each individual lot, provided that such owner shall immediately repair, and be liable for any damage caused by any failure immediately to repair, and any damage to the lot or the improvements of the other property thereon resulting from the exercise of this easement.

A-5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor may anything be done which may be or become a nuisance or annoyance to the neighborhood. No lot shall be used for a dumping ground for trash, rubbish or other waste nor as a parking or storage area for vehicles or materials of any kind and all trash, garbage or other waste shall not be kept except in sanitary containers in the designated trash area location on each lot. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling unit except when in actual use. No clothesline shall be permitted outside of any dwelling at any time. All equipment for the storage or disposal of such trash or other waste material shall be kept in a clean and sanitary condition. No use shall be made of any of the lots which will in any manner violate the statutes, rules or regulations or any governmental authority having jurisdiction.

A-6. Temporary Buildings. All of the lots are hereby restricted to residential use solely and no structures of any temporary character whatsoever shall be used upon the lot at any time either temporarily or permanently unless and except that it shall be expressly permissible for the builder of any residence hereon upon approval of the Architectural Control Committee to maintain such temporary structures or equipment thereon during the period of construction and sale of such building and then such use shall be only upon such portion of the premises as the builder may choose, and as may be reasonably required, convenient or incidental to the construction and sale of the same. Any building required after the initial structure has been placed on each lot shall be completed as diligently as possible, and in the case of any repair or alteration of the improvements thereon, in no event shall such temporary structures or equipment be maintained upon any lot for a period to exceed ninety (90) days.



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A-7. Signs. No signs shall be located on any lots except signs offering the property for sale or for rent, and except signs indicating the use of water for irrigation purposes only, or unless approved for such other sign or signs as are obtained in writing from the Architectural Control Committee; said Committee reserving the right to disapprove all such requests for signs except those described above. Such signs shall be limited to a size not to exceed 2½ feet wide by 2 feet high.

A-8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, kept, or bred upon any lot, except that dogs, cats or other household pets may be kept, (limit two), provided they are not bred or maintained for any commercial purpose.

A-9. Vehicles. No repair of any vehicles will be permitted outside of the enclosed garages of any lot at any time, nor will any lot be used for parking or storage area for any vehicle of any kind, other than a personally owned vehicle less than seven (7') feet in height, or the owner of each lot; nor will any vehicle offensive to the neighborhood be visibly stored, parked, or abandoned in the neighborhood. Further, no boat, camping trailer, camper, snowmobile, auto drawn trailer of any kind, mobile home, truck, jeep, motorcycle, grading or excavating equipment or other heavy machinery or equipment shall be permitted to be stored outside the enclosed garage or in any manner left exposed on the property at any time. Each single family residence shall be required to have a two-car garage plus two additional spaces for driveway in the First Filing, except Tracts 1 and 3, Second Filing.

A-10. Television and CB Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property within THE VILLAGE, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee.

A-11. Solar Panels. No elevated solar panels may be erected on or near any dwelling unit within the Subdivision. Flat panels incorporated within roof line and construction will be permitted only upon review of Architectural Control Committee.

A-12. Fencing. All fencing must be approved prior to construction by Architectural Control Committee.

A-13. Yard Lights. During the erection of a dwelling upon any tract, there shall be installed and maintained, within five feet of the front property line abutting upon a community street, at least one street light or lamp, of a height of not less than five feet, with a lamp of at least 60 watts, which light shall be kept burning at all times during hours of darkness; said light to be unobstructed by shrubbery or fences.

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A-14. Landscaping. A landscape plan shall be submitted to the Architectural Control Committee for approval. The Committee is empowered to remove or have removed by condemnation proceedings any shrubs, plants, or trees not having received said Committee's approval in writing. The property owner is required to submit a landscape plat to the Committee for its files on all changes. Property owners shall promptly landscape and keep them in an orderly manner. The other property owners and the Association will not be responsible for their maintenance or upkeep but shall have full rights to easements as stated in paragraph A-4.

A-15. Common Area. There is hereby granted to all owners of all lots in said subdivision the perpetual right to the use of that portion of the said subdivision which is designated as "Park" or "Common Area" for park or recreation purposes for themselves, their families and their invited guests. It shall be the perpetual obligation of all the owners of all the lots in said subdivision, jointly and severally, to maintain the said "Park" or "Common Area" in a neat, clean and orderly condition at all times; the said owners to do such mowing, raking, weed removal and other work as will be necessary to accomplish the same. In the event the owner of any lot or lots in the said subdivision fails to participate in the work necessary, or fails to contribute proportionate funds to accomplish the same, then and in that event the undersigned owner, its successors and assigns may perform or hire performed said functions and charge the cost thereof to said delinquent owners and may enforce payment thereof by appropriate legal action against such owners. Permanent easements for utilities, drainage and access to the park are reserved as shown by the recorded plat.

PART B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. Membership. The Architectural Control Committee is composed of three (3) members: Larry Henderson, Girard Lane, Richard Koentopp or their Assigns. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee to restore to it any of its powers and duties.

B-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30)

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days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, the approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS.

C-1. Term. These Covenants are to run with the land and shall be binding on all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violating or to recover damages.

C-3 Severability. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 1<sup>st</sup> day of November, A.D. 1985.

THE VILLAGE P.U.D., INC.  
A Colorado Corporation

BY:

Larry Henderson

LARRY HENDERSON

Girard Lane

GIRARD LANE

Richard Koentopp

RICHARD KOENTOPP



The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 1985.

My commission expires 4/24/89.

Domini Thomas

NOTARY PUBLIC