

Filing 2

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made of the date hereinafter set forth by Medema Homes, Inc., a division of American Continental Corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant are the owners of certain property in the City of Fort Collins, County of Larimer, State of Colorado, which is legally described as follows:

All of Golden Meadows, Filing No. 2, according to the recorded plat.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title, or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Committee" shall mean and refer to the Golden Meadows, Filing No. 2 Architectural Control Committee, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described and referred to as the Golden Meadows, Filing No. 1 subdivision.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties excluding road, streets, etc. or a property survey furnished at the time of closing.

Section 5. "Declarant" shall mean and refer to American Continental Corp., its successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created the Golden Meadows, Filing No. 2 Architectural Control Committee, hereinafter referred to as "Committee", for the purpose of maintaining within the Golden Meadows, Filing No. 2 subdivision, a style and nature of building design which is homogeneous to the area's physical setting.

Membership: The Committee is composed of WILLIAM J. KLEIN, DAVID R. DURANT AND EVERETT L. PFEIFF, Medema Homes, Inc. 5295 DTC Parkway, Building 43, Englewood, Colorado 80111. Said members serve on the Committee solely in their capacity as officers and/or employees of Medema Homes, Inc. Should any of said members cease to be employed by Medema Homes, Inc., the termination of employment shall be considered as an act of resignation from the Committee and a successor member shall be appointed as provided herein.

BK 1941 PG 337

All decisions of the Committee shall be by majority vote, provided that 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. In the event no volunteer successor can be found, the remaining members shall designate any Owner of a lot as successor. The members of the Committee shall not 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, to increase or decrease its number, or to withdraw any member from the Committee, and to withdraw or restore to it any of its powers and duties.

It shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval for exceptions to this Declaration. Variations and deviations from these requirements and restrictions do not in any way detract from the appearance and aesthetic qualities of the properties, and are not in any way detrimental to the property values of individuals located in the vicinity or in any way detrimental to the general public health, safety or welfare.

Section 2. Control. No building, fence, wall or other structure shall be erected or alterations made on any building until the construction plans and specifications regarding quality of workmanship, type of materials, and harmony of external design shall have been approved by the Committee. Also, a site plan shall be submitted to the Committee, for its approval, showing the location of said proposed structure with respect to topography, finish grade elevation and any existing structures on or adjacent to said building site. Each Owner shall provide, at his cost, one complete set of house plans, specifications, site and grade plans, to the Committee at least thirty (30) days prior to the date actual construction is scheduled to commence on his residence.

Should the Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a lot in the Properties within thirty (30) days after written request thereof, then such approval shall not be required; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions contained herein. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions.

The Committee's approval of a building, fence, wall or other structure does not alleviate the Owner from the responsibility of obtaining a building permit from the City of County.

ARTICLE III

USE RESTRICTIONS

Section 1. Residential Use. No lot or lots embraced in the properties shall be used for other than single family residential purposes. There shall not exist on any lot as shown on the plat recorded at the Larimer County Clerk and Recorder's Office at any time more than one dwelling. All buildings or structures erected upon said property shall be of new construction. No garage, carport, or porch shall be constructed except as an integral part of the residence it is intended to serve. Any garage or carport shall not hold more than three cars.

Section 2. Building Standards. All structures shall conform with the current edition of the Uniform Building Code published by the International Conference of Building Officials as a guide for sound construction, further all buildings shall conform to current editions of the National Electric and National Plumbing Codes.

Section 3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one-story. The main and top floors of tri-level structures, exclusive of open porches and garages, shall total not less than 1,000 square feet.

Section 4. Lot Width and Minimum Lot Area. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the building setback line. No dwelling shall be erected or placed on any lot having a lot area of less than 6,000 square feet.

Section 5. Time for Construction. At the time plans and specifications receive approval from the Committee, the prospective builder shall proceed diligently with construction of said building, and the same shall be ready for occupancy within a maximum period of one (1) years time from the date of commencement; excepting, however, that this period may be extended by written instrument as may be deemed reasonable by the Committee if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, act of God, etc.

Section 6. Occupancy of Structure. No structure shall be occupied or used for the purpose for which it was designed or built until the same shall be approved by the Building Inspector of the City of Fort Collins or such other official designated by said City. No structure erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to its being fully completed, as herein required.

Section 7. Building Exterior. The exterior portions of all buildings shall have manufactured finished surface materials, natural stone, or shall be painted or stained upon completion so that all exposed surfaces shall have a finished appearance.

Section 8. Air Conditioning Units, Television or Communication Antennas. No air conditioning unit, evaporative cooler, radio, television antennae or other object shall be placed upon the roof or fireplace chimney of any residence or building except or unless such air conditioning unit, or object, is architecturally concealed from view and plans for concealment have been submitted to and approved by the Committee.

Section 9. Parking and Storage. At least one off-street parking space shall be required for each residence. No vehicle, whether operational or not, shall remain parked in the front of any residence for more than three (3) calendar days. Vehicles to be parked for more than three (3) days or to be stored for indefinite period of time will be concealed within an enclosed garage or in the rear of the residence which is concealed from view by a six foot high privacy fence surrounding the rear yard area. For purposes of this section, a vehicle is defined as an automobile, truck, trailer, camper, boat, tractor, motorcycle, or any other motorized vehicle.

Section 10. Clearing of Trees and Grading. All the trees cleared will be disposed of in such a way that all lots, whether vacant or occupied by a residence, shall be kept free of accumulations of brush, trash or other materials, which may constitute a fire hazard or render a lot unsightly; provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their lots.

Under no circumstances shall the Owner of any lot or parcel of land disturb the natural soils or grasses unless the Owner immediately thereafter constructs upon, paves, gravels, or replants such area with ground cover approved by the Committee. The ground may be cultivated for gardening; provided, however, that no garden is maintained for commercial purposes.

A grading plan shall be presented to the Committee for their approval prior to commencing construction of any residence unit on any lot and no additional grading on any lot shall be permitted without prior approval by the Committee.

Section 11. UNNATURAL DRAINAGE. UNDER NO CIRCUMSTANCES SHALL THE DRAINAGE CHARACTERISTICS OF ANY LOT(S) AS ESTABLISHED BY DECLARANT BE ALTERED BY ANY PROPERTY OWNER(S) DURING THE COURSE OF LANDSCAPING OR SUBSEQUENT CONSTRUCTION WITHIN THE SITE(S). DRAINAGE SWALES AND CHANNELS ESTABLISHED BY DECLARANT SHALL NOT BE ALTERED, OBLITERATED OR BLOCKED BY A PROPERTY OWNER(S). THE ELEVATION OF A LOT SHALL NOT BE CHANGED SO AS TO MATERIALLY AFFECT THE SURFACE ELEVATION OR GRADE OF THE ADJACENT LOTS.

Section 12. Temporary Residence. No structure of temporary character, no trailer, converted trailer, mobile home, basement, tent or accessory building shall be used on any lot as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any lot, except that the Committee may approve the use of trailers or mobile homes, for a designated length of time, to be used solely for sales offices, construction compound, and/or construction headquarters during the construction of the permanent residence.

Section 13. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner site unless it is placed at least 75 feet from the center of the intersection of both streets. A fence, wall, hedge or shrub planting shall be in conformity with the applicable resolutions, regulations, and restrictions of the City agencies of the City of Fort Collins, County of Larimer, State of Colorado. No tree or obstructure shall be permitted to remain on a corner site unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

Section 14. Nuisance. Nothing shall be done or permitted on the properties which may be or become an annoyance or nuisance to the subdivision development. No noxious or offensive activities or commercial business or trade shall be carried on or upon any lot. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material emit foul odors, or that which will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

Section 15. Garbage and Refuse Disposal. No lot, out-lot, or vacant parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 16. Walls. No boundary wall or fence shall be constructed with a height of more than six (6) feet and no boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. No wall or fence of any height shall be constructed on any lot until after the height, type, design, and approximate location therefore shall have been approved in writing by the Committee. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be completely determined by the Committee. A building permit will be required from the City or County also.

Section 17. Tanks, Etc. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises, provided that nothing herein shall prevent the permitting of the placing of tanks and other waste system apparatus on the properties. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of neighboring lots, roads, or streets. All garbage cans, equipment, coolers, or storage piles shall be walled in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction.

Section 18. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes; and provided further that such dogs, cats, or other household pets shall not exceed two of any type of animal for each site.

Section 19. Signs. No sign of any character shall be displayed or placed upon any of the lots except one professional sign of not more than four square feet in area per side advertising the residence for sale and house numbers and occupant's name of not to exceed three (3) inches in height; provided, however, signs used by a builder to advertise the property during construction and sales period may be placed on said lots as approved by the Committee.

Section 20. Mining. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, placed or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

Section 21. Subdivision of Lots. None of the lots shall at any time be divided, subdivided, or re-subdivided unless said division, subdivision or resubdivision is permitted under the regulations, codes, and ordinances of the City of Fort Collins, State of Colorado. In the event of said division, all property thereunder shall be subject to all other provisions hereof.

Section 22. Construction. Declarant, during the construction period, shall have the right to ingress or egress over the properties owned by Declarant, and the right to store materials thereon and to make such other use thereof as in discretion may be necessary to complete any construction thereon. The exercise of the rights secured to the Declarant herein shall not unreasonably interfere with the rights of access to occupation, use and enjoyment by any Owner of his residence, parking area or his access to a public way from his premises.

1941. PG 0 J U 1

Section 23. Setbacks. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat and as provided by law. In any event, no building shall be located on any building site nearer than that which is permitted by law; or twenty (20) feet to the front lot line, or nearer than that which is permitted by applicable law or fifteen (15) feet to any side street line. No building shall be located nearer than that which is permitted by law or five (5) feet to any interior building site line. No dwelling shall be located on any interior site nearer than that which is permitted by applicable law of fifteen (15) feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building site to encroach upon another building site as platted in the subdivision. Any variance to the regulations of the City of Fort Collins granted by said City shall likewise be considered a variance to these covenants.

ARTICLE IV

EASEMENTS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Golden Meadows, Filing No. 1 subdivision. Within these easements, no structure, planting 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 flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of 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. From time to time additional easements may be required for maintenance and installation of utilities.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Committee, or any Owner, shall have the right to end by a proceeding at law or in equity all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Committee or by any Owner to enforce any covenant or restriction here contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners or a majority of the lots. Any amendment must be recorded.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.