



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ENGLISH GARDENS NUMBER 4

THIS DECLARATION is made this 26th day of October, 2004, by PHILLIPS CONSTRUCTION CO., INC., a Colorado corporation, hereinafter referred to as Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Montrose, County of Montrose, and State of Colorado, described as:

ENGLISH GARDENS 4 SUBDIVISION, a part of English Gardens Additions No. 4 to the City of Montrose, situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ Sw $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35, Township 49, Range 9 West, N.M.P.M., County of Montrose,

and as shown in the plat recorded at Reception No. 727534, in the office of the County Clerk and Recorder, Montrose County, Colorado, a copy of which is attached hereto as Exhibit "A".

WHEREAS, Declarant will convey said real property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the property above described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions, and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

TABLE OF ARTICLES

ARTICLE I -	Definitions
ARTICLE II -	Planned Community
ARTICLE III -	Lot Use
ARTICLE IV -	Building Construction
ARTICLE V -	Parking
ARTICLE VI -	Landscaping
ARTICLE VII -	Homeowners' Association
ARTICLE VIII -	Lien for Assessments
ARTICLE IX -	Sales Office or Models
ARTICLE X -	General Provisions

ARTICLE I
DEFINITIONS

For the purpose of this Declaration of Protective Covenants, certain words or phrases shall be defined as follows:

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|------------|--|
| Section 1. | "Association" shall mean ENGLISH GARDENS NUMBER 4 HOMEOWNERS' ASSOCIATION, its successors or assigns. Such Association shall be organized as a nonprofit or for profit corporation in accordance with the laws of the State of Colorado. |
| Section 2. | "Declarant" shall mean Phillips Construction Co., Inc., or such other person, corporation or entity designated by a recorded document as the successor Declarant. |
| Section 3. | "Subdivision" shall mean English Gardens Number 4, being all of real property set forth on the recorded plat thereof. |
| Section 4. | "Lot" shall mean the individually numbered parcels as set forth on the plat of the Subdivision. |
| Section 5. | "Person" shall mean a person, corporation, partnership, association, fiduciary, or any other entity holding title to any Lot. |
| Section 6. | "Building" shall mean a structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property. |
| Section 7. | "Planned Community" shall mean a common interest community, as defined in the Colorado Common Ownership Interest Act, other than a cooperative or condominium. |

ARTICLE II
PLANNED COMMUNITY

- | | |
|------------|---|
| Section 1. | Name. The common interest community created by this Declaration shall be known as ENGLISH GARDENS NUMBER 4, and shall be a planned community. |
| Section 2. | Location. The Planned Community created hereby is situated entirely within Montrose County, Colorado. |



- Section 3. Description of Boundaries. A legal description of the real estate included in the Planned Community, together with the boundaries of each Lot created by the Declaration, including the Lot's identifying number, is shown on the plat attached hereto as Exhibit A.
- Section 4. Maximum Number of Lots. The maximum number of Lots that the Declarant reserves the right to create within the Planned Community is ninety-two (92).
- Section 5. Common Area. All real estate subject to this Declaration that is or must become Common Area is shown on the plat attached hereto as Exhibit A.
- Section 6. Easements. All easements appurtenant to, or included in, the Planned Community are shown on the plat attached hereto as Exhibit A.

ARTICLE III LOT USE

Each Lot within English Gardens Number 4 shall be used exclusively for one single family dwelling. No business or commercial activities of any nature shall be conducted on any Lot. No such Lot may be divided or re-subdivided into a smaller Lot or portion of a Lot, except that lines between Lots may be vacated upon written agreement of all Lot owners in order to create larger Lot.

ARTICLE IV BUILDING CONSTRUCTION

The construction of any building shall be in accordance with the Montrose County, Colorado building code then in effect.

The following exterior architectural standards shall apply within the Subdivision:

- a. Metal roofs shall not be permitted.
- b. Buildings shall be stick built on the Lot to specifications similar to those in the immediate area.
- c. Storage sheds or other outbuildings shall not exceed 140 square feet and there shall not be more than one storage shed or other outbuilding per Lot.

ARTICLE V PARKING

No recreational equipment such as boats, campers, travel trailers, or other such devices, nor inoperable vehicles, shall be parked, stored or maintained on the streets of the Subdivision, except for temporary parking not to exceed fourteen (14) days in duration.

ARTICLE VI LANDSCAPING

Weeds shall be cut, sprayed or otherwise controlled so as to maintain a neat and orderly appearance. No trash, rubbish or debris shall be permitted to accumulate on any Lot. Landscaping shall be substantially complete no later than one (1) year from date of closing, and shall be maintained thereafter in a healthy, live and growing condition. Dry landscaping and xeriscape shall be permitted. Any fencing shall be constructed of new materials consisting of chain link, plastic, vinyl, or wood any of which shall have been specifically designed for such purpose.

ARTICLE VII HOMEOWNERS' ASSOCIATION

- Section 1. Membership. Every Owner shall be a Member of the Association. No Owner shall have more than one (1) membership. 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 membership.
- Section 2. Voting Rights. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in this Article. When more than one person holds such interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.
- Section 3. Allocated Interests. Each Lot shall be allocated 1/92 of the common expenses of the Association and 1/92 of the votes in the Association.
- Section 4. Board of Directors. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the board of directors of the Association must be elected by Owners other than the Declarant. Not later than sixty (60) days after the conveyance of fifty percent (50%) of the Lots that may be created to Owners other than the



Declarant, not less than thirty three and one third percent (33.33%) of the members of the board of directors of the Association must be elected by Owners other than the Declarant.

Section 5. **Transfer of Records.** Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the board of directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including the following:

- i. The original or a certified copy of this recorded Declaration;
- ii. An accounting for Association funds and financial statements from the date the Association received funds and ending on the date the period of Declarant control ended;
- iii. The Association funds or control thereof;
- iv. A copy of any plans and specifications used in the construction of the Common Areas, if any;
- v. All insurance policies in force;
- vi. All certificates of occupancy, if any;
- vii. Any other permits issued by governmental bodies applicable to the common interest community and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;
- viii. Written warranties of any contractors, subcontractors, suppliers, and manufacturers that are still effective;
- ix. A roster of Owners and mortgagees and their addresses and telephone numbers, if known, as shown in the Declarant's records;
- x. Employment contracts in which the Association is a contracting party; and
- xi. Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the person(s) performing the service.

Section 6. **Budget.** The Association shall annually adopt a budget for assessments. Within thirty (30) days after adoption of any proposed budget for the Association, the board of directors shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners or any larger percentage specified in the Declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the board of directors.

Section 7. **Notice.** Notice of matters affecting the Planned Community may be given to the Owners by the Association or other Owners by ordinary first class mail or by personal delivery.

ARTICLE VIII LIEN FOR ASSESSMENTS

Section 1. **Assessments.** The Homeowners' Association may make periodic assessments against the Lots within the Subdivision for the reasonable costs and expenses of the association, including, but not limited to, the costs of insurance deemed appropriate by the Homeowners' Association and the costs of maintenance and repair of the common area within the Subdivision. Any such assessment shall be made not less frequently than annually and shall be effected by the mailing of a detailed invoice to the Owner of each such Lot at his or her current mailing address as contained within the Homeowners' Association books and records. Such invoices shall be due and payable upon receipt and, if not paid within 45 days of the mailing date thereof, shall thereafter become delinquent.

Section 2. **Delinquent Assessments.** In the event that the assessment duly made by the Homeowners' Association against any lot should become delinquent, the Homeowners' Association may elect to claim a lien upon such lot and improvements as security for its payment. Such lien shall be superior to all other liens against such lots, EXCEPT FOR any lien of Montrose County, Colorado for property taxes due and/or any purchase money, mortgage or deed of trust. To claim and give record notice of such lien, the Homeowners' Association shall first cause to be sent to the owner of such lot by certified mail and, not sooner than 15 days after the date of such mailing, shall then cause to be recorded in the Montrose County, Colorado recorder's office, a Notice of Lien. The Notice of Lien shall be signed by the duly elected president or vice-president, of the Homeowners' Association and shall, at a minimum, state: The legal description of the Lot, the name and address of the Owner of such Lot, the amount of the lien, the purpose or basis of the lien, the effective date of the assessment and shall



refer to these recorded covenants and to the authority granted by this article. Upon the recording of such Notice of Lien, such lien may be foreclosed as if it were a real estate mortgage. The Homeowners' Association may also elect to pursue such legal remedies as may be available to it under this article and/or under the Colorado Revised Statutes and Rules of Procedures then in effect.

ARTICLE IX SALES OFFICE OR MODELS

The Declarant reserves the right to maintain and construct a sales office or model upon one (1) Lot. Such Lot shall be any unsold Lot, title to which remains in the name of the Declarant.

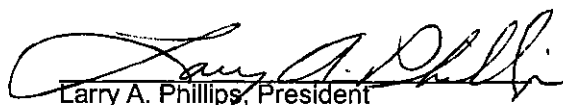
ARTICLE X GENERAL PROVISIONS

- Section 1. **Effect and Duration.** The conditions, restrictions, stipulations, agreements and covenants herein contained shall inure to the benefit of and be binding upon each Lot within the Subdivision and each Owner thereof, his successors and assigns, and shall continue in full force and effect for 20 years after the date of recording of this instrument in Montrose County, Colorado, at which time they shall be automatically extended for 5 successive terms of 10 years, each, unless amended in the manner hereafter provided.
- Section 2. **Amendment.** The conditions, restrictions and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written, notarized consent of the record owners of three-fourths of the Lots within the Subdivision, which instrument shall be duly recorded in Montrose County, Colorado.
- Section 3. **Assignment.** All of the rights of the Declarant herein reserved, including the right to enforce any and all of the covenants herein, shall be freely assignable by the Declarant, and any assignee shall succeed to all of the rights of the assignor.
- Section 4. **Enforcement.** If any person shall violate any of the provisions of this instrument, it shall be lawful for any Owner of a Lot in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees for such violation.
- Section 5. **Severability.** The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.
- Section 6. **Headings.** The article and section headings herein are for convenient reference only and in no way define, limit or describe the scope of this Declaration or the intent of any provision herein.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Declaration the day and year first above written.

DECLARANT:

PHILLIPS CONSTRUCTION CO., INC.


Larry A. Phillips, President

STATE OF COLORADO

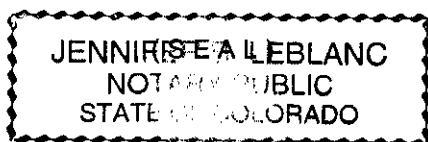
County of Montrose

} ss.

The above and foregoing Declaration of Protective Covenants was acknowledged before me this 26th day of October, 2004, Larry A. Phillips, as President of Phillips Construction Co., Inc.

Witness my hand and official seal.

My Commission expires: 4-21-06



My Commission Expires 04/21/2006


Notary Public

FIRST AMENDMENT OF
THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ENGLISH GARDENS NUMBER 4

THIS AMENDMENT is made effective the 7th day of June, 2018, by the owners of no less than sixty-seven percent (67%) of the Lots within English Gardens 4 Subdivision, according to the official plats thereof recorded at the reception numbers 727534, 731168, 741815, and 763300.

The undersigned amend Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for English Gardens Number 4, recorded at reception number 759596 as follows.

1. Article I (Definitions), Section 10, is amended to read as follows:

Section 10. "Developer" shall mean the person or entity owning the raw land with the purpose and intent of developing into parcels for sale to others.

2. Article IV (Architectural Control and Building Construction), is amended, in its entirety to read as follows:

ARTICLE IV
ARCHITECTURAL CONTROL AND BUILDING CONSTRUCTION

The construction of any building shall be in accordance with the Montrose County, Colorado building code then in effect.

The following exterior architectural standards shall apply within the Subdivision:

Section 1 Architectural Control Committee

The Architectural Control Committee shall then consist of three persons appointed by the Board of Directors of the Association. Except during the period of Declarant Control, all Committee members must be Owners within the Association and their individual length of term of service shall be set at time of appointment by the Board of Directors of the Association. A majority of the Committee may from time to time appoint a representative to act for it. In the case of new construction on an unimproved Lot the Developer or his designee shall have sole responsibility for review and approval or disapproval of proposed construction.

Section 2 Review by Committee

No structure or any attachment to any existing structure, building, fence, walls, canopies, awnings, roofs, antennas, exterior lighting facilities, athletic facility, or

other similar improvements or attachments shall be constructed, erected, placed, or installed upon any Lot, and no alteration of the appearance (except for color) of the exterior of a residence shall be made unless copies of plans and specifications are first submitted for to the Committee for review and approval. Said plans and specifications shall show exterior design, height, materials, location of the structure or addition to the structure, as well as any other materials and information as required by the Committee. Such construction, attachment, improvement or alterations shall conform in all respects to these Declarations and all design guidelines and rules and regulation of the Association. In addition, the Committee shall exercise reasonable judgment to the end that all construction, attachments, improvements and alterations to residences, other structures and property shall conform to and harmonize with the existing surroundings, residences and structures. In review of plans, specifications, materials, etc., the committee may require payment of fees incurred by the Committee for actual expenses incurred during the review process. Such amount, if any, may be levied against the common expense assessment against the Lot for which the request was made and as such shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection thereof. The foregoing prohibitions shall not prevent the repair and maintenance of any structure, property, or Lot so long as the repair or maintenance restores such items to their original condition.

Section 3 Procedures

As dictated by the type of construction requested, either the Developer or the Committee shall approve or disapprove all requests for architectural control approval within sixty (60) days following receipt of copies of all plans, specifications, and other materials required by the Committee therewith. Complete submission shall be deemed to have occurred upon Committee's receipt of the above named items by certified mail or by hand delivery to be acknowledged by the signature of the appropriate party. In the event the Developer or the Committee fails to approve or disapprove any request within sixty (60) days of complete submission of said request or if the Committee has ceased to exist approval shall not be required and this Article shall have been deemed to have been fully complied with.

Section 4 Liability

The Committee and any members or representatives thereof shall not be liable to any Person submitting request for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 5 Variance

As dictated by the type of construction requested the Developer or the Committee may grant reasonable variances or adjustments from any conditions or restrictions imposed by this article in order to overcome practical difficulties and prevent unnecessary hardship arising by reason of the application of this article. Such variances or adjustments shall be granted only when the granting thereof shall not be materially injurious or detrimental to other property or improvements in the subdivision and shall not mitigate against the general purpose and intent of this article.

Section 6 Waiver

The approval or consent of the Committee to any application shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee as to any application or any other matters subsequently or additionally submitted for approval or consent hereunder.

Section 7 Construction

On any Lot, all new construction shall be completed within a period of one (1) year from date of sale of that Lot.

All buildings shall be stick built on the Lot to specifications and design similar to those in the immediate area. Roofing material shall be architectural shingles. Metal roofs shall not be permitted, including those on deck or patio covers.

All buildings shall have a minimum heated living square footage of 1500 square feet and at minimum a 2-car attached garage. Roof pitch shall be at minimum 6/12. Exteriors finishes shall contain brick, stone, or stucco either singly or in combination. Siding material shall consist of either hardboard, wood, or concrete. No vinyl or plastic siding shall be allowed on new construction.

Section 8 Buildings

There shall not be more than one outbuilding per Lot. No outbuilding, shall exceed 140 square feet, nor shall it have a peak roof height greater than ten (10) feet as measured from its base, nor shall it be placed farther than twenty (20) feet from the rear of the residence to the nearest portion of the outbuilding. No outbuilding shall be placed on any side of any Lot proximate to any street and if placed on the side of the Lot, shall be screened, fenced from street view, or painted to match the exterior of the residence. Any outbuilding situated on Lots 5 through 9, inclusive, shall be placed only on the side of the residence.

No building construction that alters the original footprint, foundation line, roof line or roof peak height of any building is permitted nor is the addition of deck and patio covers and the screening or glassing-in of allowed without the approval of the Architectural Control Committee.

Section 9 Final Grade

The final rough grade of each Lot is initially established at time of completion of construction by the developer. Each owner shall be responsible if during landscaping, subsequent construction or reconstruction the overall grade design is interrupted or changed, with said change resulting in poor drainage or damage to Owner's Lot or property or to any other neighboring Lot or property.

Section 10 Non-Conformity

Any building, outbuilding or other structure or improvement existing on the date of these Declarations that does not conform to the above may continue provided that event of repair or reconstruction due to fire, flood, or any other casualty, such building, outbuilding or other structure or improvement shall thereafter comply with these Declarations,

Section 11 Design Guidelines

With the exception of new construction on unimproved Lots, the Architectural Control Committee shall have the authority to adopt and enforce such Design Guidelines as it deems necessary to enforce and administer the provisions of these Declarations.

3. Except as amended herein, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for English Gardens Number 4, recorded at reception number 759596, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Declaration the day and year first above written.

• *Signatures on following pages* •

Larry A. Phillips, PRES
[Signature]

Phillips Construction Co., Inc.
[Print Name]

Lot: ___ Outlot 'B' ___ Filing: ___ 3 ___

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by
Phillips Construction Co, Inc

Witness my hand and official seal.

Lisa Mettscher
Notary Public

[Signature]

Michael D Tobler and April L Tobler
[Print Name]

Lot: ___ 34 ___ Filing: ___ 2 ___

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this ___ day of _____, 2018, by
_____.

Witness my hand and official seal.

Notary Public

[Signature]

Haney G Burtis and Kathrine R Burtis
[Print Name]

Lot: 42 Filing: 2

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this ____ day of _____, 2018, by

Witness my hand and official seal.

Notary Public

Earl L. Weiss
[Signature]

Earl L Weiss and Barbara A Weiss
[Print Name]

Lot: 15 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by
Earl L. Weiss

Witness my hand and official seal.

Lisa Mettscher
Notary Public


[Signature]

Jeffrey C Jacobson and Elizabeth A Jacobson
[Print Name]

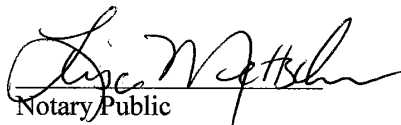
Lot: 8 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June , 2018, by
Elizabeth A. Jacobson.

Witness my hand and official seal.


Notary Public

[Signature]

George O Snook Jr. and Cynthia L Snook
[Print Name]

Lot: 9 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this day of , 2018, by
_____.

Witness my hand and official seal.

Notary Public

Vivian Lovato
[Signature]

Elicio Lovato and Vivian Lovato
[Print Name]

Lot: 10 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by
Vivian Lovato.

Witness my hand and official seal.

Lisa Mettscher
Notary Public

[Signature]

David L Nyland and Susan J Nyland
[Print Name]

Lot: 88 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this ____ day of _____, 2018, by
_____.

Witness my hand and official seal.

Notary Public

[Signature]

Steven J McLaughlin and Jean McLaughlin
[Print Name]

Lot: 41 Filing: 2

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this ____ day of _____, 2018, by

Witness my hand and official seal.

Notary Public

Bryan K. Goforth
[Signature]

Bryan K. Goforth and Marianne V Goforth
[Print Name]

Lot: 64 Filing: 1

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 2nd day of June, 2018, by
Bryan K. Goforth

Witness my hand and official seal.

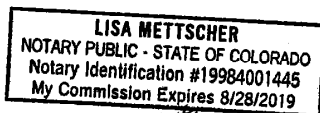
Lisa Mettscher
Notary Public

Else S. Washburn
[Signature]

Michael Washburn and Else S Washburn Life Estate
[Print Name]

Lot: 16 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by
Else S Washburn.

Witness my hand and official seal.

Lisa Mettscher
Notary Public

[Signature]

[Print Name]

Lot: _____ Filing: _____

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this ____ day of _____, 2018, by
_____.

Witness my hand and official seal.

Notary Public


[Signature]

Jason E Ronzio and Angela A Ronzio
[Print Name]

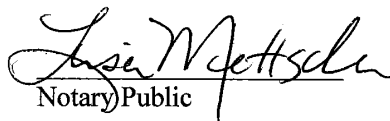
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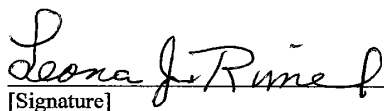
STATE OF COLORADO)
County of Montrose) SS.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Jason E. Ronzio

Witness my hand and official seal.

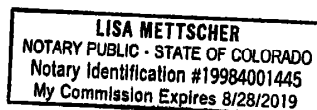

Notary Public


[Signature]

Norval E Rimel and Leona J Rimel
[Print Name]

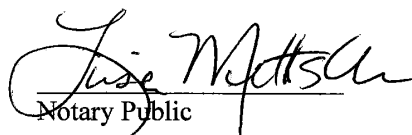
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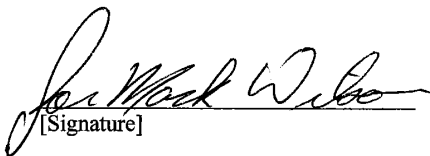
STATE OF COLORADO)
County of Montrose) SS.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Leona J. Rimel

Witness my hand and official seal.


Notary Public


[Signature]

Joe Mack Wilson and Linda Kate Wilson
[Print Name]

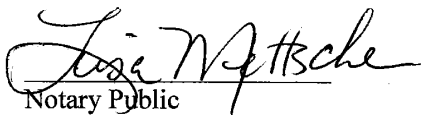
Lot: 4 Filing: 1

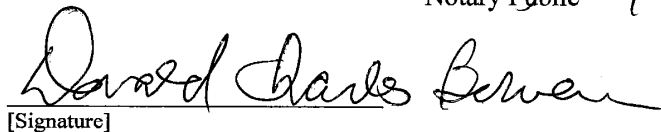
STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Joe Mack Wilson.

Witness my hand and official seal.


Notary Public


[Signature]

Donald Charles Bowen and Adrienne Mary Bowen
[Print Name]

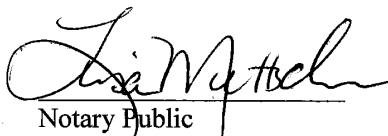
Lot: Amended Lot 65 Filing: 1

STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Donald Charles Bowen.

Witness my hand and official seal.


Notary Public


[Signature]

Vernon W Bennigsdorf and Edith A Bennigsdorf
[Print Name]

Lot: 12 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June , 2018, by
 Vernon W. Bennigsdorf .

Witness my hand and official seal.

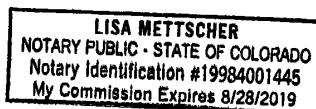

Notary Public

 Tenjing D. Sherpa
[Signature]

Pemba Sherpa and Tenjing D Sherpa
[Print Name]

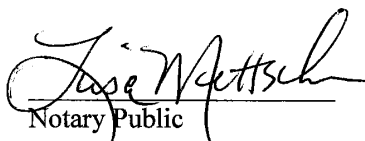
Lot: 13 Filing: 3

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June , 2018, by
 Tenjing D. Sherpa .

Witness my hand and official seal.


Notary Public

Charles A. Reed
[Signature]

Charles A Reed and Megan K Carney
[Print Name]

Lot: 14 Filing: 3

STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Charles A. Reed

Witness my hand and official seal.

Lisa Mettscher
Notary Public

Connie C. Dutka
[Signature]

Stephen C Dutka and Connie C Dutka
[Print Name]

Lot: 81 Filing: 3

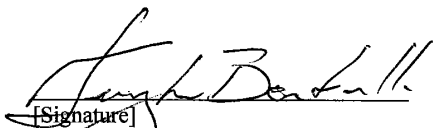
STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Connie C. Dutka

Witness my hand and official seal.

Lisa Mettscher
Notary Public


[Signature]

Gary L Bertorello and Sue E Bertorello
[Print Name]

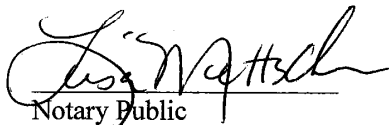
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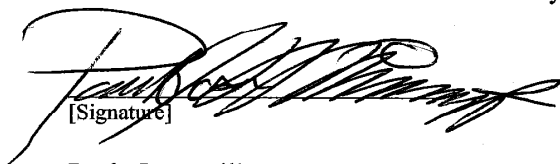
STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June , 2018, by
 Gary L. Bertorello .

Witness my hand and official seal.


Notary Public


[Signature]

Paula Joan Millsapps
[Print Name]

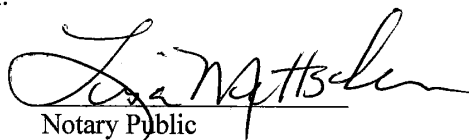
Lot: 1 Filing: 1

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June , 2018, by
 Paula Joan Millsapps .

Witness my hand and official seal.


Notary Public

[Signature]

[Print Name]

Lot: 6 Filing: 3

County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by John English - Manager

Witness my hand and official seal.

[Signature]

[Print Name]

Lot: 7 Filing: 3

County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by Richard D. Pollard.

Witness my hand and official seal.

Notary Public


[Signature]

Jennifer L Johnson
[Print Name]

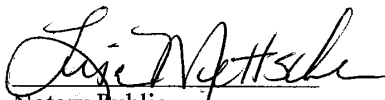
Lot: 35 Filing: 2

STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by
Jennifer L. Johnson

Witness my hand and official seal.


Notary Public


[Signature]

Stuart A Johnson and Tammy E Johnson
[Print Name]

Lot: 36 Filing: 2

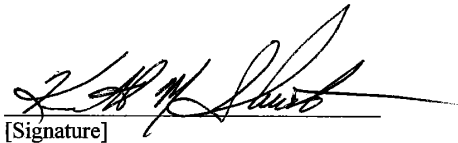
STATE OF COLORADO)
) ss.
County of Montrose)



The foregoing was acknowledged before me this 7th day of June, 2018, by
Tammy E. Johnson

Witness my hand and official seal.

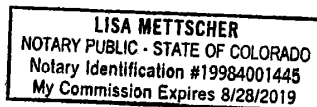

Notary Public


[Signature]

Kenneth M Shorter and Nancy A Shorter
[Print Name]

Lot: 37 Filing: 2

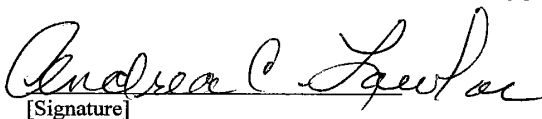
STATE OF COLORADO)
County of Montrose) SS.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Kenneth M. Shorter

Witness my hand and official seal.


Notary Public


[Signature]

Andrea C Lawlar
[Print Name]

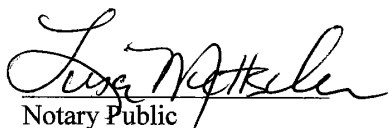
Lot: 38 Filing: 2

STATE OF COLORADO)
County of Montrose) SS.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Andrea C. Lawlar

Witness my hand and official seal.


Notary Public

Cynthia K Buttermore
[Signature]

Alan L Buttermore & Cynthia K Buttermore
[Print Name]

Lot: 2 Filing: 1

STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June 2018, by
Cynthia K Buttermore.

Witness my hand and official seal.

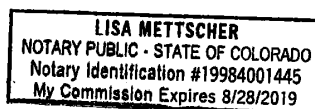
Lisa Mettscher
Notary Public

Mark Allen Bray
[Signature]

Mark Allen Bray and Shanda K Bray
[Print Name]

Lot: 3 Filing: 1

STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June 2018, by
Mark Allen Bray.

Witness my hand and official seal.

Lisa Mettscher
Notary Public

Mary E Collins
[Signature]

Mary E Collins and Lance P Collins
[Print Name]

Lot: 91 Filing: 3

STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Mary E. Collins

Witness my hand and official seal.

Lisa Mettscher
Notary Public

Robert M. Balerio
[Signature]

Robert M Balerio and Sandra G Balerio
[Print Name]

Lot: 92 Filing: 3

STATE OF COLORADO)
County of Montrose) ss.



The foregoing was acknowledged before me this 7th day of June, 2018, by
Robert M. Balerio

Witness my hand and official seal.

Lisa Mettscher
Notary Public

[Signature]

Donald R Harriman
[Print Name]

Lot: ____66____ Filing: ____1____

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this ____ day of _____, 2018, by

_____.

Witness my hand and official seal.

Notary Public

[Signature]

Matthew Patrick Davis and Courtney Joy Davis
[Print Name]

Lot: __11____ Filing: __3____

STATE OF COLORADO)
) ss.
County of Montrose)

The foregoing was acknowledged before me this ____ day of _____, 2018, by

_____.

Witness my hand and official seal.

Notary Public



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Page: 1 of 17
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**SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ENGLISH GARDENS NUMBER 4**

THIS SECOND AMENDED AND RESTATED DECLARATION is made this _____ day of August, 2006, by PHILLIPS CONSTRUCTION CO., INC., a Colorado corporation, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Montrose, County of Montrose, and State of Colorado, described as:

ENGLISH GARDENS 4 SUBDIVISION, a part of English Gardens Addition No. 4 to the City of Montrose, situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35, Township 49, Range 9 West, N.M.P.M., County of Montrose,

EXCEPT OUTLOT A

As shown on the map attached hereto as Exhibit A.

WHEREAS, Declarant will convey the above described real property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

WHEREAS, Declarant has heretofore filed the Declaration of Covenants Conditions, and Restrictions for English Gardens Number 4 with the Montrose County Clerk and Recorder on October 26, 2004, at Reception No. 727876 (the "Original Declaration") and filed the First Amended Declaration of Covenants Conditions, and Restrictions for English Gardens Number 4 with the Montrose County Clerk and Recorder on October 21, 2005, at Reception No. 745674 (the "First Amended Declaration");

WHEREAS Declarant owns more than 67% of the Lots within the Subdivision, as those terms are defined below; and

WHEREAS Declarant wishes to amend and restate in their entirety the Original Declarations and First Amended Declaration:

NOW THEREFORE, Declarant hereby (i) rescinds the Original Declaration and First Amended Declarations and (ii), declares that all of the property above described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, contained in these Second Amended and Restated Declaration of Covenants Conditions, and Restrictions for English Gardens Number 4, all of which are for the purpose of enhancing and protecting the value, desirability and



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Page: 2 of 17
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attractiveness of the property. These easements, covenants, restrictions, and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

TABLE OF ARTICLES

ARTICLE I - Definitions
ARTICLE II - Planned Community
ARTICLE III - Lot Use
ARTICLE IV - Building Construction
ARTICLE V - Parking
ARTICLE VI - Landscaping
ARTICLE VII - Association
ARTICLE VIII -Lien for Assessments
ARTICLE IX - Sales Office or Models
ARTICLE X - General Provisions

ARTICLE I DEFINITIONS

For the purpose of this Second Amended and Restated Declaration of Protective Covenants, certain words or phrases shall be defined as follows:

- Section 1. "Association" shall mean ENGLISH GARDENS NUMBER 4 HOMEOWNERS' ASSOCIATION, its successors or assigns. Such Association shall be organized as a nonprofit corporation in accordance with the laws of the State of Colorado.
- Section 2. "Declarant" shall mean Phillips Construction Co., Inc., or such other person, corporation or entity designated by a recorded document as the successor Declarant.
- Section 3. "Subdivision" shall mean English Gardens Number 4, being all of real property set forth on the recorded plat thereof.
- Section 4. "Lot" shall mean the individually numbered parcels as set forth on the plat of the Subdivision.
- "Architectural Control Committee" shall mean and refer to the committee appointed by the Declarant or by the Board of Directors of the Association as more fully provided in Article IV hereof.



"Outbuilding" shall mean any structure having a roof supported by columns or walls, not meant for residential occupancy and not attached to the residence.

Section 5. "Person" shall mean a natural person, corporation, partnership, association, trust, fiduciary, or any other entity recognized at law. .

Section 6. "Owner" shall mean any Person holding title to any Lot.

Section 7. "Nuisance" shall mean an act, object, or practice that interferes with another's rights or interests by being offensive, annoying, dangerous, obstructive, or unhealthful.

Section 8. "Building" shall mean a structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.

Section 9. "Planned Community" shall mean a common interest community, as defined in the Colorado Common Ownership Interest Act, other than a cooperative or condominium.

ARTICLE II PLANNED COMMUNITY

Section 1. Name. The common interest community created by this Declaration shall be known as ENGLISH GARDENS NUMBER 4, and shall be a planned community.

Section 2. Location. The Planned Community created hereby is situated entirely within Montrose County, Colorado.

Section 3. Description of Boundaries. A legal description of the real estate included in the Planned Community, together with the boundaries of each Lot created by the Declaration, including the Lot's identifying number, is shown on the plat attached hereto as Exhibit A.

Section 4. Maximum Number of Lots. The maximum number of Lots that the Declarant reserves the right to create within the Planned Community is ninety-two (92).

Section 5. Common Area. All real estate subject to this Declaration that is or must become Common Area is shown on the plat attached hereto as Exhibit A.



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Page: 4 of 17

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Section 6. Easements. All easements appurtenant to, or included in, the Planned Community are shown on the plat attached hereto as Exhibit A.

ARTICLE III LOT USE

Each Lot within English Gardens Number 4 shall be used exclusively for one single family dwelling and no business or commercial activities of any nature shall be conducted on any Lot, except as provided in Article X. No such Lot may be divided or re-subdivided into a smaller Lot or portion of a Lot, except that lines between Lots may be vacated upon written agreement of all Lot owners in order to create larger Lot.

ARTICLE IV ARCHITECTURAL CONTROL AND BUILDING CONSTRUCTION

The construction of any building shall be in accordance with the Montrose County, Colorado building code then in effect.

The following exterior architectural standards shall apply within the Subdivision:

Section 1 Architectural Control Committee.

The Architectural Control Committee shall then consist of three persons appointed by the Board of Directors of the Association. Except during the period of Declarant Control, all Committee members must be Owners within the Association and their individual length of term of service shall be set at time of appointment by the Board of Directors of the Association. A majority of the Committee may from time to time appoint a representative to act for it.

Section 2 Review by Committee

No structure or any attachment to any existing structure, building, walls, canopies, awnings, roofs, antennas, exterior lighting facilities, athletic facility, or other similar improvements or attachments shall be constructed, erected, placed, or installed upon any Lot, and no alteration of the appearance (except for color) of the exterior of a residence shall be made unless copies of plans and specifications are first submitted for to the Committee for review and approval. Said plans and specifications shall show exterior design, height, materials, and location of the structure or addition to the structure, as well as any other materials and information as required by the Committee. Such construction, attachment, improvement or alterations shall conform in all respects to these Declarations and all



design guidelines and rules and regulation of the Association. In addition, the Committee shall exercise reasonable judgment to the end that all construction, attachments, improvements and alterations to residences, other structures and property shall conform to and harmonize with the existing surroundings, residences and structures. In review of plans, specifications, materials, etc., the committee may require payment of fees incurred by the Committee for actual expenses incurred during the review process. Such amount, if any, may be levied against the common expense assessment against the Lot for which the request was made and as such shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection thereof. The foregoing prohibitions shall not prevent the repair and maintenance of any structure, property, or Lot so long as the repair or maintenance restores such items to their original condition.

Section 3 Procedures

The Committee shall approve or disapprove all requests for architectural control approval within sixty (60) days following receipt of copies of all plans, specifications, and other materials required by the Committee therewith. Complete submission shall be deemed to have occurred upon Committee's receipt of the above named items by certified mail. In the event the committee fails to approve or disapprove any request within sixty (60) days of complete submission of said request or if the Committee has ceased to exist approval shall not be required and this Article shall have been deemed to have been fully complied with.

Section 4. Liability

The Committee and any members or representatives thereof shall not be liable to any Person submitting request for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 5. Variance

The Committee may grant reasonable variances or adjustments from any conditions or restrictions imposed by this article in order to overcome practical difficulties and prevent unnecessary hardship arising by reason of the application of this article. Such variances or adjustments shall be granted only when the granting thereof shall not be materially injurious or detrimental to other property or improvements in the subdivision and shall not mitigate against the general purpose and intent of this article.

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Page: 6 of 17

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Section 6 Waiver

The approval or consent of the Committee to any application shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee as to any application or any other matters subsequently or additionally submitted for approval or consent hereunder.

Section 7. Construction

All buildings shall be stick built on the Lot to specifications and design similar to those in the immediate area. Metal roofs shall not be permitted, including those on deck or patio covers.

All buildings shall have a minimum heated living square footage of 1500 square feet and at minimum a 2-car attached garage. Roof pitch shall be at minimum 4/12 . With the exception of multi-story buildings, exteriors shall be finished with brick at least half way up from top of the foundation to cover at least two thirds of the building exterior. Multi-story buildings shall be finished with brick at least half way up from the top of the foundation , to span across the full face of the building.

Section 8 Buildings

There shall not be more than one outbuilding per Lot. No outbuilding, shall exceed 140 square feet, nor shall it have a peak roof height greater than ten (10) feet as measured from its base , nor shall it be placed farther than twenty (20) feet from the rear of the residence to the nearest portion of the outbuilding. No outbuilding shall be placed on any side of any Lot proximate to any street., and if placed on the side of the Lot,, shall be screened, fenced from street view, or painted to match the exterior of the residence. Any outbuilding situated on Lots 5 through 9, inclusive, shall be placed only on the side of the residence.

No building construction that alters the original footprint, foundation line, roof line or roof peak height of any building is permitted nor is the addition of deck and patio covers and the screening or glassing-in of allowed without the approval of the Architectural Control Committee.

Section 9 Final Grade

The final rough grade of each Lot is initially established at time of completion of construction by the developer. Each owner shall be responsible if during landscaping, subsequent construction or reconstruction the overall grade design is interrupted or changed, with said



change resulting in poor drainage or damage to Owner's Lot or property or to any other neighboring Lot or property.

Section 10 Non-Conformity

Any building, outbuilding or other structure or improvement existing on the date of these Declarations that does not conform to the above may continue provided that event of repair or reconstruction due to fire, flood, or any other casualty, such building, outbuilding or other structure or improvement shall thereafter comply with these Declarations,

Section 11. Design Guidelines,

The Architectural Control Committee shall have the authority to adopt and enforce such Design Guidelines as it deems necessary to enforce and administer the provisions of these Declarations.

ARTICLE V

PARKING, NUISANCES, AND MISCELLANEOUS ACTIVITIES

Section 1. Parking

Vehicles shall be parked in garages or on driveways whenever possible. On-street parking of guests' vehicles is permitted so long as safety and traffic flow are not impeded. No recreational equipment, boats, campers, travel trailers, utility trailers, livestock trailers, or other such devices, nor inoperable vehicles, shall be parked, stored or maintained on the streets of the Subdivision, except for temporary guest parking or parking for seasonal preparation of recreational equipment. , either of which shall not exceed fourteen (14) days in duration. This temporary parking provision is intended as a convenience and perceived abuse thereof shall constitute a violation of this article. Utility trailers, and inoperable vehicles parked on a Lot shall be screened from street view. Other than guest parking, no livestock trailers shall be allowed.

Section 2 Nuisances

No nuisance shall be permitted on any Lot or within any residence or outbuilding thereon, nor any use, activity, or practice, which is the source of annoyance or embarrassment or which disturbs or interferes with the peaceful enjoyment or possession and proper use of the property or any portion thereof by any other resident. As used herein, the term 'nuisance' shall not include any activities of the Declarant or its designees which are reasonably necessary to the development of and construction on the property. Declarant shall also retain the right to store, park or hold any property, items, equipment



or materials as it deems necessary until such time as all construction and development in the Subdivision is completed.

Section 3 Hazardous Activities

No activities shall be conducted on any Lot, within any residence or outbuilding, or any portion of the Subdivision whether developed or undeveloped that are or might be unsafe to any person or property.

Section 4 Lights, Sounds, and Odors

No light shall be emitted from any Lot which is unusually bright or causes unreasonable glare when viewed from the street, or any adjacent property or Lot. No sound shall be emitted from any Lot that is unreasonably loud or annoying and no odor shall be permitted from any Lot that is noxious or offensive to others.

Section 5 Garbage and Refuse Disposal

No garbage, trash, refuse, rubbish, or cuttings shall be deposited or allowed to accumulate on any Lot, street, or in any common area unless placed in a suitable container designed for trash pickup. All trash containers shall be removed from the street on the same day as trash pickup. Composting of grass clippings, leaves, and other similar yard waste shall be allowed so long as properly contained or covered and no nuisance or odors are created.

Section 6 Damage to Common Elements

In the event of damage or destruction to any improvements installed in the common elements of the subdivision, e.g. bike paths, drainage easements and lines, or storm water detention area, the Association may levy a reconstruction assessment sufficient to cover any deficiency occasioned by insufficient insurance coverage. If damage was caused by individual Owner, his / her family or guests, said levy may attach directly to the Owner and may become a lien against his / her Lot pursuant to Article IX of these Covenants.

Section 7 Miscellaneous

No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, welding, or servicing of any vehicle or equipment such as boats, motor vehicles (including snowmobiles and motorcycles), recreational vehicles or trailers may be performed or conducted on or within the Subdivision or any Lot unless done within a 24 hour time period OR within a completely



enclosed structure which screens the sight and sound of the activity from the street and any adjoining property. The foregoing shall not be deemed to prevent washing and polishing of any of the above named items, together with those activities normally associated with such washing and polishing.

ARTICLE V LANDSCAPING

Weeds shall be cut, sprayed or otherwise controlled so as to maintain a neat and orderly appearance. No trash, rubbish or debris shall be permitted to accumulate on any Lot except during any period of construction or reconstruction.. Landscaping shall be substantially complete no later than one (1) year from date of closing, and shall be maintained thereafter in a healthy, live and growing condition. Dry landscaping and xeriscape shall be permitted. Any fencing shall be constructed of new materials consisting of chain link, plastic, vinyl, or wood any of which shall have been specifically designed for such purpose. Slatted chain link fence shall not be allowed.

ARTICLE VII HOUSEHOLD PETS

No animals, livestock, reptiles, poultry or insects of any kind shall be raised, bred, kept or boarded in or on any Lot, provided however that the Owners of each Lot may keep no more than two dogs and two cats. Other animals which are bona fide household pets, such as fish, hamsters, or birds shall be acceptable so long as such pets are kept in a manner that does not create a nuisance to any other person or Owner. An Owner's right to keep any pet shall be coupled with the responsibility to insure that the pet does not constitute an annoyance, nuisance, or danger to others and to pay any costs or damage to the Association for any damage caused by such Owner's pet(s). Dog runs and kennels shall be located no farther than 10 feet from the home and shall be screened from street and adjacent Lot view whenever possible.

ARTICLE VIII ASSOCIATION

Section 1. Membership.

Every Owner shall be a Member of the Association. No Owner shall have more than one (1) membership. 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 membership.

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Page: 10 of 17

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Section 2. Voting Rights.

Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in this Article. When more than one Person holds such interest in any Lot, all such Persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

Section 3. Allocated Interests.

Each Lot shall be allocated 1/92 of the common expenses and 1/92 of the votes of the Association.

Section 4. Declarant Control

For a period ending on the earlier of (i) sixty days after conveyance of seventy-five percent of the Lots within the Subdivision, or (ii) two years after the last conveyance of a Lot by the Declarant in the ordinary course of business (the "Declarant Control Period"), the Declarant shall have a right to elect the Board of Directors of the Association and to appoint the Architectural Control Committee.

Section 5. Transfer of Records.

Within sixty (60) days after Declarant Control Period, , the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including the following:

- i. The original or a certified copy of this recorded Declaration;
- ii. An accounting for Association funds and financial statements from the date the Association received funds and ending on the date the period of Declarant control ended;
- iii. The Association funds or control thereof;
- iv. A copy of any plans and specifications used in the construction of the Common Areas, if any;
- v. All insurance policies in force;

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- vi. All certificates of occupancy, if any;
- vii. Any other permits issued by governmental bodies applicable to the common interest community and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;
- viii. Written warranties of any contractors, subcontractors, suppliers, and manufacturers that are still effective;
- ix. A roster of Owners and mortgagees and their addresses and telephone numbers, if known, as shown in the Declarant's records;
- x. Employment contracts in which the Association is a contracting party; and
- xi. Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the person(s) performing the service.

Section 6. Budget.

The Association shall annually adopt a budget for assessments. Within thirty (30) days after adoption of any proposed budget for the Association, the board of directors shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners or any larger percentage specified in the Declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the board of directors.

Section 7. Notice.

Notice of matters affecting the Planned Community may be given to the Owners by the Association or other Owners by ordinary first class mail or by personal delivery.



ARTICLE IX LIEN FOR ASSESSMENTS

Section 1. Assessments.

The Association may make periodic assessments against the Lots within the Subdivision for the reasonable costs and expenses of the association, including, but not limited to, the costs of insurance deemed appropriate by the Association and the costs of maintenance and repair of the common area within the Subdivision. Any such assessment shall be made not less frequently than annually and shall be effected by the mailing of a detailed invoice to the Owner of each such Lot at his or her current mailing address as contained within the Association books and records. Such invoices shall be due and payable upon receipt and, if not paid within 45 days of the mailing date thereof, shall thereafter become delinquent.

Section 2. Delinquent Assessments.

In the event that the assessment duly made by the Association against any lot should become delinquent, the Association may elect to claim a lien upon such lot and improvements as security for its payment. Such lien shall be superior to all other liens against such lots, EXCEPT FOR any lien of Montrose County, Colorado for property taxes due and/or any purchase money, mortgage or deed of trust. To claim and give record notice of such lien, the Association shall first cause to be sent to the owner of such lot by certified mail and, not sooner than 15 days after the date of such mailing, shall then cause to be recorded in the Montrose County, Colorado recorder's office, a Notice of Lien. The Notice of Lien shall be signed by the duly elected president or vice-president, of the Association and shall, at a minimum, state: The legal description of the Lot, the name and address of the Owner of such Lot, the amount of the lien, the purpose or basis of the lien, the effective date of the assessment and shall refer to these recorded covenants and to the authority granted by this article. Upon the recording of such Notice of Lien, such lien may be foreclosed as if it were a real estate mortgage. The Association may also elect to pursue such legal remedies as may be available to it under this article and/or under the Colorado Revised Statutes and Rules of Procedures then in effect.

Section 3 Procedures and Penalties for Non-Compliance

In the event of non-compliance with or violation of any covenant, provision, rule or decision as set forth by these articles or by any committee duly appointed and constituted by or on behalf of the Association, the Board of

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Page: 13 of 17

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Directors shall send written notice of the violation to the lot Owner.. Said owner shall then have thirty (30) days to correct the violation. If the violation is not corrected within that time the Board of Directors may immediately elect to assess a penalty not to exceed Twenty Five Dollars (\$25.00) per day for every day following the date of written notice that the violation remains uncorrected. Said penalty assessment shall become due and payable immediately upon notice of penalty assessment by the Board of Directors. In the event of failure or refusal to pay said penalty assessment, the Association may elect to collect upon such delinquent assessment in accordance with the provisions of paragraph 2 above. The Association may also elect to pursue such legal and equitable remedies as may be available to it under this article and/or under the Colorado Revised Statutes and Rules of Procedures then in effect.

ARTICLE X SALES OFFICE OR MODELS

The Declarant reserves the right to maintain and construct a sales office or model upon one (1) Lot. Such Lot shall be any unsold Lot, title to which remains in the name of the Declarant.

ARTICLE XI GENERAL PROVISIONS

Section 1. Effect and Duration.

The conditions, restrictions, stipulations, agreements and covenants herein contained shall inure to the benefit of and be binding upon each Lot within the Subdivision and each Owner thereof, his successors and assigns, and shall continue in full force and effect for 20 years after the date of recording of this instrument in Montrose County, Colorado, at which time they shall be automatically extended for 5 successive terms of 10 years, each, unless amended in the manner hereafter provided.

Section 2. Amendment.

The conditions, restrictions and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written, notarized consent of the record owners of sixty-

**759596**Page: 14 of 17
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seven percent (67%) of the Lots within the Subdivision, which instrument shall be duly recorded in Montrose County, Colorado.

Section 3. Assignment.

All of the rights of the Declarant herein reserved, including the right to enforce any and all of the covenants herein, shall be freely assignable by the Declarant, and any assignee shall succeed to all of the rights of the assignor.

Section 4. Enforcement.

If any person shall violate any of the provisions of this instrument, it shall be lawful for any Owner of a Lot in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees for such violation.

Section 5. Severability.

The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.

Section 6. Headings.

The article and section headings herein are for convenient reference only and in no way define, limit or describe the scope of this Declaration or the intent of any provision herein.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Declaration the day and year first above written.

DECLARANT:

PHILLIPS CONSTRUCTION CO., INC.


Larry A. Phillips, President



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Page: 15 of 17

08/16/2006 03:12P

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C KRUSE, CLK&REC MONTROSE, CO DECCOV R 86.00

STATE OF COLORADO

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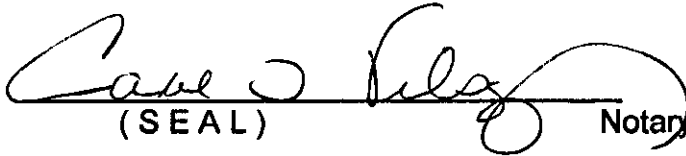
) ss.

County of Montrose

)

The above and foregoing Second Amended and Restated Declaration of Protective Covenants was acknowledged before me this 16 day of August, 2006, Larry A. Phillips, as President of Phillips Construction Co., Inc., Declarant.

Witness my hand and official seal.


(SEAL)

Notary Public

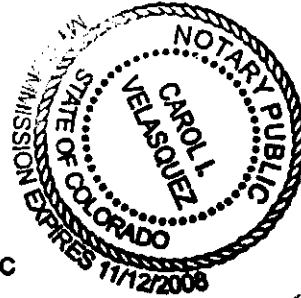


Figure 1

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