

GRAND VIEW ESTATES HOA DECLARATION VOTE

Saturday June 7 2025, 5:00 pm at the Garage

Declaration of Covenants Second Vote 2025

To the best of our knowledge, this is an accurate record on June 7, 2025

Votes counted by two community members in attendance

- Jim Palmer
- Robert H. Adams

~~Votes process recorded by Board member in attendance~~

- Wang Xing

Votes reported and added to the meeting minutes by

- James K. Kuhn*

Ballots received: 57 /

Ballots qualified: 54

Ballots disqualified: 3

Ballot passage count: 46

Ballot veto count: 114110 8

Ballots, envelopes and tabulation sheet are kept in the files of GVE for three years.

Weld County Clerk and Recorder:

Index in grantee's index under "Grand View Estates" and "The Grand View Estates Association" and in the grantor's index under "The Grand View Estates Association" and the names of each person executing this Declaration.

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GRAND VIEW ESTATES**

5036516 Pages: 2 of 42
06/20/2025 09:52 AM R Fee:\$218.00
Carly Koppes, Clerk and Recorder, Weld County, CO



5052166 Pages: 2 of 42
09/10/2025 10:27 AM R Fee:\$43.00
Carly Koppes, Clerk and Recorder, Weld County, CO





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EXHIBITS

LEGAL DESCRIPTION.....	"A"
GOLF COURSE PROPERTY.....	"B"

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GRAND VIEW ESTATES**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand View Estates ("Declaration") is made effective upon recording.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for Grand View Estates was recorded on October 14, 1992, at Reception No.02306875 Weld County Clerk and Recorder creating the community known as "Grand View Estates," which was amended and restated by the Amended and Restated Declaration of Covenants Conditions and Restrictions of Grand View Estates recorded August 21, 2000 at Reception No. 2788392 (the "Original Declaration"). The community is governed and operated by the Association.

B. The Original Declaration established a common scheme and plan for the properties subject to it and to those properties conveyed to Owners consistent with the common scheme and plan.

C. The Original Declaration has been amended by those amendments and supplements recorded at the Weld County Clerk and Recorder, as follows:

Recording Date	Reception No.
January 2, 2002	2913114
November 19, 2002	3006720
January 19, 2017	4271023

and any others of record,

D. Article 18, Section 18.2 of the Original Declaration, as amended, provides that the Original Declaration may be amended as to all matters which potentially materially affect the rights of Owners by 67% of the total number of votes entitled to be cast by Members and 51% of First Mortgagees who have requested notice in accordance with Section 17.4. At the time of the vote for this Amended and Restated Declaration, no First Mortgagees have requested notice in accordance with Section 17.4. As such, no First Mortgagee approval was required.

E. This Declaration does not change the allocated interests of the Lots and does not terminate the Community.

F. The purposes of the amendments in this Amended and Restated Declaration include, but are not limited to, the following: to delete references to Declarant; to update the Original Declaration to comply with current state law; and to update provisions so as to allow the Association to efficiently operate the Community and deal with Community concerns.

G. Owners holding at least 67% of the total Association vote desire to amend the Original Declaration and have approved this Amended and Restated Declaration in writing. Those approving this Declaration have determined it to be reasonable and not burdensome.

The Original Declaration, as amended, is replaced by this Declaration provided that this does not replace the legal description in the Original Declaration and any supplements or annexations or any easements or other documents of records that are not expressly replaced by this Declaration.



ARTICLE 1. NAME AND LOCATION

Section 1.1 Name. The type of common interest community is a planned community. The planned community's name is Grand View Estates. The Association's name is The Grand View Estates Association.

Section 1.2 Location. The Community subject to this Declaration and the Act is located in Weld County, Colorado, as more particularly provided in Exhibit "A" to this Declaration. The Plat relating to the Community is in the records of the Clerk and Recorder of Weld County, Colorado. The Plat is incorporated herein by reference as fully as if the same was set forth in its entirety herein.

ARTICLE 2. DEFINITIONS

Section 2.1 General. Terms used in these Governing Documents, as defined below, have their normal, generally accepted meanings or the meanings given in the Colorado Common Interest Ownership Act or the Colorado Revised Nonprofit Corporation Act, unless the context requires otherwise.

(a) Act means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., as may be amended from time to time.

(b) Association means The Grand View Estates Association, a Colorado nonprofit corporation and its successors. The Grand View Estates Association, Inc. referred to in the previously recorded declaration is the same Association as set forth herein. The Board of Directors will exercise all Association powers and conduct and manage all Association affairs, unless a particular power is expressly reserved to the Owners.

(c) Board or Board of Directors means the body responsible for management and operation of the Association. The term has the same meaning as executive board as defined in the Act.

(d) Bylaws mean the Bylaws of the Association.

(e) Common Area means all real property owned by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon, but excluding the Lots. Common Area means the same as common elements in the Act. Common Area includes but is not limited to the Golf Course Property.

(f) Common Expenses mean the expenses and liabilities incurred or anticipated to be incurred by the Association including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Areas, and for fulfilling any of the Association's powers and duties.

(g) Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing within the Grand View Estates Community. This standard may be more specifically determined by the Board of Directors.

(h) Community means all that property described in Exhibit "A." If there is any discrepancy between the description of the property in the Original Declaration, as amended, and Exhibit "A," the description in the Original Declaration will control.

(i) Declaration means this Amended and Restated Declaration, as may be amended and supplemented from time to time.

(j) Electronic Record means information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, and facsimile transmissions.



(k) Golf Course Property. Certain real property owned by the Association as described on Exhibit "B" to this Declaration.

(l) Governing Documents mean this Declaration and its exhibits, the Association's Articles of Incorporation, Bylaws, Plat, Rules and Regulations, and Policies and Procedures, all as may be supplemented or amended from time to time.

(m) Improvement means every structure and all appurtenances thereto including, but not limited to, buildings, outbuildings, utilities, patios, tennis courts, swimming pools, garages, aerials, antennas, roads, driveways, parking areas, fences, screening walls, noise abatement barriers, stairs, decks, poles, signs, tanks, solar collectors, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water sewer, gas, electricity, solar energy, telephone, regular or cable television or other utilities.

(n) Lot means and refers to any of the separately numbered lots or plots shown upon any recorded subdivision Plat of the Community, together with all appurtenances and improvements, with the exception of the Common Area and any public streets or rights-of-way. The maximum number of Lots in the Community is sixty-three (63).

(o) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

(p) Member means any Owner. The terms "Member" and "Owner" may be used interchangeably.

(q) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(r) Mortgage Holder means the holder of any Mortgage.

(s) Owner or Lot Owner means the record titleholder of a Lot within the Community, but does not include a Mortgage Holder.

(t) Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(u) Plat means the subdivision plat(s) for the Community as recorded, which plat(s) is a part of this Declaration.

(v) Policies and Procedures mean any instrument, as a part of any of the Governing Documents, and/or separately adopted by the Association, as required under the Act as responsible governance policies, and other policies as may be adopted by the Association. The definition of Policies and Procedures may include Rules and Regulations.

(w) Resident means any Person staying overnight in a Residence for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year, and includes tenants.

(x) Residence means the dwelling unit located on the Lot.

(y) Rules and Regulations means any instrument adopted by the Association, as allowed for under this Declaration and the Act, for the regulation and management of the Community, Residents, Common Area and/or Lots, including any amendments or revisions.



ARTICLE 3. ASSOCIATION AND MEMBERSHIP

Section 3.1 **Mission Statement.** The Association and the Governing Documents exist to help maintain the property values and assets of the Grand View Estates Community. Other goals are to help promote harmonious community living, preserve the common scheme and design, and create a sense of fairness and equity among Members. These covenants have been designed to promote voluntary compliance. By fostering positive interaction with one another and working collaboratively on common issues and concerns, the Community will strive to maintain property values and assets.

Section 3.2 **Association.** The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act and Governing Documents. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. Upon the approval of a Majority of Members, the Board of Directors may delegate authority to a managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

The Association, through its Board of Directors, shall perform functions and manage the Community as provided in this Declaration so as to protect the value and desirability of the Community and the Lots. The Association shall be responsible for the maintenance, repair, replacement and improvement of any Common Area, which includes, but is not limited to recreation facilities, open space, and drainage areas, so as to provide attractive amenities to residents within the Community and present a neat, tidy and attractive appearance. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 **Membership.** Every Person who is a record Owner of a fee interest in any Lot subject to this Declaration is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot is the sole qualification for membership. No Owner, whether one or more Persons, will have more than one membership per Lot owned. Membership does not include Persons who hold an interest as security for the performance of an obligation, but granting a security interest will not terminate the Owner's membership.

(a) **Voting.** The Owner(s) is entitled to one vote for the Lot. When more than one Person holds an ownership interest in any Lot, the vote for the Lot will be exercised as those Owners determine among themselves, otherwise the Lot's vote will be suspended if more than one Person seeks to exercise it.

(b) **Common Expenses.** Except as provided elsewhere in the Governing Documents, the amount of all Common Expenses will be assessed equally among all Lots based on a fraction with the numerator being one (1) and the denominator being the total number of Lots in the Community. The current total number of Lots is sixty-three (63).

ARTICLE 4. EASEMENTS AND COMMON AREA

Section 4.1 **Easements for Use and Enjoyment.** Owners and Residents have a right and non-exclusive easement of ingress and egress, and use and enjoyment in and to the Common Areas, subject to the following provisions:

(a) the Association's right to have access to the Lots to discharge its rights and obligations, under the Governing Documents, including without limitation, the maintenance responsibility of the Association;



(b) the Association's right to suspend an Owner's rights to use the recreational facilities for any period during which any assessment or charge against their Lot remains unpaid and for a reasonable period of time (not to exceed 90 days or for the duration of the violation) for an infraction of the Declaration, Bylaws, or Rules and Regulations;

(c) the Association's right to grant easements, leases and licenses across the Common Areas;

(d) the Association's right to dedicate or transfer all or any portion of the Common Areas subject to approval of Owners holding 67% of the total Association vote; and

(e) the Association's right to change the use of portions of the Common Areas or to close portions of the Common Areas, provided that permanent closure of any recreational facilities will require the affirmative vote of 67% of the total Association vote.

Any Owner may delegate the right to use and enjoy the Common Areas and facilities located thereon to the members of their family, or other Residents and guests. If the Lot is leased, the Owner will be deemed to have delegated these rights to the Residents of their Lot.

Section 4.2 **Easement for Entry.** The Association has an easement to enter onto Lots, but not the Residences on the Lots, to exercise rights and perform obligations as set forth in this Declaration, provided that exercise of this easement does not unreasonably interfere with or impair the use of any improvements constructed on a Lot, and will be exercised only after reasonable notice to the Owner, except in cases of emergency, in which case notice is not required.

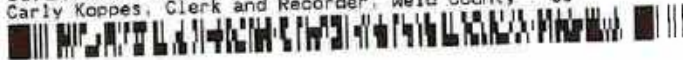
Section 4.3 **Utilities.** A blanket easement for utilities may exist upon, across, over, and under the Lots as shown upon the recorded plat of the Community. Additional utility easements may be established upon the Common Areas pursuant to the provisions of this Declaration or as may be granted by the Board of Directors of the Association.

Section 4.4 **Encroachments.** To the extent an Improvement on a Lot or Common Area encroaches on any other Lot or Common Area, due to the unintentional placement or settling or shifting of the Improvement as constructed, reconstructed, or altered thereon, a valid easement for encroachment, maintenance and use exists for the period of time that the encroachment exists. However, in no event will an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner or the Association. Without limiting the foregoing, to the extent Grand View Lane encroaches upon the Common Areas, the adjacent Lot Owners are responsible for the maintenance and repair of this Improvement.

Section 4.5 **Easements Deemed Created.** All conveyances of portions of the Community (including Lots) will be construed to grant and reserve the easements contained in this article, even though no specific reference to the easements or to this article appears in the conveyance.

Section 4.6 **Common Areas.** The Common Areas consist of all portions of the Community not located within the boundaries of a Lot that are owned or leased by the Association. The Common Areas will remain undivided, and no Owner or any other person is authorized to bring any action for partition or division of the whole or any part. Each Owner and the Association may use the Common Areas for the purposes for which they are intended, but no use will interfere with the lawful rights of other Owners.

Section 4.7 **Common Water System.** The Association also has the right to construct, maintain, remove and/or alter improvements on the Common Areas to provide and improve irrigation, including but not limited to, installing ponds, pumps, pipes and other infrastructure. The Association also has the right to purchase and/or lease shares of raw or untreated water for irrigation use as part of the Common Expenses and to provide the raw water owned or leased by the Association to the Common



Areas, Golf Course Property, Lots and/or other property pursuant to a Raw Water Delivery-Use Membership, as defined in Section 5.9 of this Declaration, ("Raw Water Delivery Services"). The Raw Water Delivery Services will be part of the Common Expenses and paid by the budgeted annual assessment, a special assessment and/or use assessment as determined by the Board of Directors.

ARTICLE 5. ASSESSMENTS

Section 5.1 Purpose of Assessment. The Association has the power to levy assessments. Assessments for Common Expenses are used to fulfill the Association's obligations pursuant to this Declaration and to promote the common benefit and enjoyment of the Owners and Residents in the Community as may be more specifically defined and authorized from time to time by the Association.

Section 5.2 Personal Obligation For Assessments. Each Owner covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) individual assessments which are established pursuant to the terms of this Declaration. These amounts are also the personal obligation of the Person who owned the Lot when the assessment fell due. The personal obligation to pay any past due sums due the Association does not pass to a successor in title unless expressly assumed.

Section 5.3 Lien. All assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses), up to the maximum amount permitted by law, is a charge and a continuing lien upon the Lot against which each assessment is made. The Association has authority to record a notice of lien in the county's real property records evidencing the Association's lien. The Association's lien under this article is not subject to the provision of any homestead exemption as allowed under law. The lien has the priority set forth in the Act.

Section 5.4 Payment of Assessments. Assessments will be paid in the manner and on the dates fixed by the Association. Unless otherwise provided by resolution, the annual assessment will be paid annually on the first day of March each year. No Owner is exempt from liability for or may withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area or shared services, the Association's failure to provide services or perform its obligations, or inconvenience or discomfort arising from the Association's performance of its duties.

Section 5.5 Individual Assessments. The Association has the right to add to any Owner's assessment any amounts expended by the Association for the benefit of any individual Lot or resident thereof, including:

(a) improvement, repair, replacement and maintenance specific to the Lot as authorized under the terms of this Declaration;

(b) repair, replacement and maintenance of any areas of Association maintenance responsibility caused by the negligent or willful acts of any Owner, Owner's guest, tenant, employee, licensee, or invitee; and

(c) all fines and costs assessed against an Owner and the Owner's Lot pursuant to the Governing Documents.

Section 5.6 Delinquent Assessments. All assessments and related charges not paid on or before the due date are delinquent, and the Owner is in default.

(a) If any assessment, fine, or charge is not paid in full within 30 days of the due date, or any later date specified in the Association's collection policy:



(i) a late charge in an amount specified in the Association's collection policy may be imposed without further notice or warning;

(ii) interest at the rate specified in the Association's collection policy may be imposed without further notice or warning; and

(iii) upon 30 days written notice, the Association may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner loses the privilege of paying assessments and charges in installments for that fiscal year, unless the Association, in its sole discretion reinstates the privilege.

(b) If any assessments, fines or other charges remain unpaid more than 30 days after the due date, the Owner's right to vote and right to use the recreational facilities may be suspended until all amounts owed are paid in full, and the Association may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Colorado law, including reasonable attorney's fees. Enforcement under this section is not dependent upon or related to other restrictions and/or other actions.

(c) If partial payment of assessments or other charges are made, the amount received will be applied as specified in the Association's collection policy.

(d) The Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay the delinquent assessments or related charges and may foreclose its lien against the Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for delinquent assessments or related charges may be commenced and pursued without foreclosing, or in any way waiving, the Association's lien.

(e) The Association's lien foreclosure or attempted foreclosure does not preclude the Association from foreclosing its lien again for any subsequent delinquent assessment or related charges. The Association may bid on or purchase any Lot at foreclosure or other legal sale, and acquire and hold, lease, mortgage, convey or otherwise deal with the Lot. If a lien foreclosure action is filed, and an Owner abandons or vacates their Lot, the Association may apply for the appointment of a receiver for the Lot without prior notice to the Owner. The Association's rights are expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent provided under the Act.

Section 5.7 Budget and Assessment. Prior to the beginning of each fiscal year, the Association will prepare a budget covering the estimated costs of operating the Community during the coming year, including an annual reserve contribution for replacement of improvements that are the Association's responsibility, and establish the annual assessment or installments for the coming year. The Association will deliver a summary of the budget to each Owner within 90 days after adopting the budget and set a date for an Association meeting to consider the budget, which meeting will occur within a reasonable time after delivery of the budget summary. The budget and the assessment will become effective unless disapproved or vetoed by ballot by a Majority of the total Association vote. If the membership disapproves or vetoes the proposed budget or the Association fails for any reason to determine the budget for the succeeding year, then until a new budget is determined, the budget in effect for the current year will continue.

The Association may propose a new budget at any time during the year. The approval procedure set forth in this section for budgets will also apply to a new budget proposed by the Association.

Section 5.8 Special Assessments. In addition to the annual assessment provided for above, the Association may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners in accordance with the meeting and notice procedures set forth above. Any special assessment that does not exceed \$200.00 per Lot (with this limitation being

increased proportionately with increases in the Consumer Price Index using the base year of 2000), will become effective unless disapproved or vetoed at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the meeting, the special assessment will become effective even though a vote to disapprove or veto the special assessment could not be called at this meeting. Special assessments in excess of \$200.00 per Lot (with this limitation being increased proportionately with increases in the Consumer Price Index using the base year of 2000), will become effective upon the affirmative vote of a majority of the total votes in the Association.

The special assessment may be payable in installments, as determined by the Association, and/or may provide for a discount for a lump sum payment. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to Owners, and no payment shall be due less than ten (10) days after such notice shall have been given. Should the amount collected for any special assessment exceed the actual cost of the purposes of which the assessment was made by more than \$100.00 per Lot, that excess shall be refunded to the Owners of the Lot at the time of the refund. Should the excess be \$100.00 or less per Lot, the funds shall be placed in reserves to defray future Common Expenses.

Section 5.9 Use Assessments. The Association reserves the right to permit other persons outside the Community who are non-Owners to use the Golf Course and participate in Association functions (the "Golf-Use Memberships") by paying assessments in an amount to be determined from time to time by the Board. The Association also reserves the right to permit other persons who own lots or property outside the Community to receive Raw Water Delivery Services from the Association to the person's property ("Raw Water Delivery-Use Memberships") by paying assessments in an amount to be determined from time to time by the Board. A maximum of ten Golf-Use Memberships and a maximum of four Raw Water Delivery-Use Memberships may be permitted in any fiscal year. Any new applicants for Golf-Use Memberships and/or Raw Water Delivery-Use Memberships must be approved by the Board. Such use memberships may be renewed or terminated at the discretion of the Board.

Section 5.10 Statement of Account. The Association will furnish to an Owner or the Owner's designee or to a holder of a security interest or its designee a statement setting forth the amount of unpaid assessments then levied against the Owner's Lot. The Association will deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested to the inquiring party within 14 calendar days after the Association's registered agent receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested. The information contained in the statement, when signed by the Association's treasurer or managing agent, if any, will bind the Association, the Board, and every Owner as to the person or persons to whom the statement is issued and who rely on it in good faith. The Association may establish a reasonable fee relating to the statement, to the extent not prohibited under the Act, which may incorporate any fees imposed by a managing agent.

Section 5.11 Surplus Funds and Common Profits. Common profits from whatever source will be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses will, at the option of the Board of Directors, be: (a) added to the Association's capital reserve account; (b) distributed to the Owners; or (c) credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Lot.

Section 5.12 Borrowing. The Association has the power to borrow money and assign future income, including the right to assign its right to receive Common Expense assessments with the approval of a majority of the Members voting at a meeting at which there is a quorum.



ARTICLE 6. MAINTENANCE RESPONSIBILITY

Section 6.1 **By the Owner.** Each Owner is obligated to maintain and keep in good repair all portions of the Owner's Lot consistent with the Community-Wide Standard. This maintenance responsibility includes, but is not limited to the following:

(a) **Improvements.** Each Owner is responsible for maintenance, repair and replacement of the property and Improvements located within their Lot boundaries, including exterior lighting, decks, patios, driveways, sidewalks (including snow removal), doors, garage doors, windows and painting or staining the exterior surfaces of the Residence and any other approved Improvement on the Lot.

(b) **Landscaping.** Each Owner is required to maintain the landscaping on the Lot in a safe, neat, and well-kept condition, which includes: lawns mowed regularly; removal of dead or diseased vegetation; and regular removal of weeds and debris. Landscaping will be maintained in a manner that allows drivers to have unobstructed views from the street.

Any maintenance or repair performed on or to the Common Areas by an Owner or Resident (including, but not limited to landscaping of Common Areas) must be approved in advance by the Board.

Section 6.2 **By the Association.** The Association will maintain and keep in good repair as a Common Expense the Common Areas of the Community. The foregoing maintenance will be performed consistent with the Community-Wide Standard.

If the Association determines that the need for maintenance, repair, or replacement of the Common Areas is caused through the willful or negligent act of any Owner or Resident or their family, guests, lessees, or invitees, the Association may assess the cost of that maintenance, repair, or replacement against the Owner's Lot, which cost will become the Owner's personal obligation, a lien against the Lot, and collected as provided in this Declaration and the Association's collection policy.

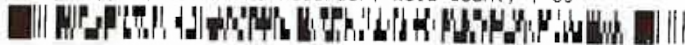
Section 6.3 **Failure to Maintain.** If the Association determines that any Owner has failed or refused to properly discharge their maintenance, repair, or replacement obligations, as provided in the Governing Documents, the Association will give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary work at the Owner's sole cost and expense. The notice will describe with reasonable particularity the work the Association deems necessary.

Unless the Association determines that an emergency exists, the Owner will have ten days to control weeds, grass, and/or other unsightly growth on the Lot and 30 days to complete maintenance or repair to the Residence or other Improvements on the Lot. If the maintenance or repair of the Residence or other Improvements on the Lot cannot reasonably be completed within such time period, the Owner must commence replacement or repair within 30 days. If the Association determines that: (a) an emergency exists or (b) the Owner has not complied with the Association's demand, the Association may perform the work, then assess the cost of that maintenance, repair, or replacement against the Owner's Lot, which cost will become the Owner's personal obligation, a lien against the Lot, and collected as provided in this Declaration and the Association's collection policy.

Section 6.4 **Maintenance Standards and Interpretation.** The maintenance standards and enforcement and the interpretation of maintenance obligations under the Governing Documents may vary from one term of the Board to another term of the Board. These variances do not constitute a waiver of any right to adopt and enforce maintenance standards. No decision or interpretation by a prior Board constitutes a binding precedent with respect to subsequent Board decisions or interpretations.

The Association reserves the right to grant the maintenance responsibility of certain areas on each Lot to the Lot Owner, and the Lot Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner.





Section 6.5 **Mechanic's Liens.** No labor performed and/or materials furnished for use and incorporated into any Lot with the consent of or at the request of the Owner or the Owner's agent, contractor, or subcontractor shall be the basis for filing of a lien against the Lot of any other Owner or Common Areas of the Association not expressly consenting to or representing the same. If, because of any act or omission of any Owner, any mechanic's or other lien or order for payment of money shall be filed against the Common Areas or against any other Owner's Lot or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at such Owner's own costs and expense cause the same to be canceled and discharged of record or bounded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

ARTICLE 7. ARCHITECTURAL CONTROLS

Section 7.1 **Purpose.** The Architectural Control Committee is for the purpose of maintaining within the Community a homogenous style for the construction and design of Improvements on the Lots compatible with the surrounding Lots, Common Areas and natural setting of the Community.

Section 7.2 **Architectural Control Committee.** The Architectural Control Committee ("ACC") consists of three or more persons elected by the Members by ballot. The Board of Directors may establish the exact number of open positions for the ACC prior to each election. The Board may remove committee members, with cause, and fill vacancies for the remainder of the term. The Board of Directors may also appoint committee members or any director of the Board may serve on the ACC if membership on the ACC is less than three members. The ACC may propose design guidelines from time to time, subject to the Board approval. The ACC shall provide recommendations to the Board on all architectural requests for approval or denial. All recommendations made by the ACC will be approved or rejected by the Board of Directors before becoming final.

Section 7.3 **ACC Members and Term.** The current members of the ACC shall be those in place at the time of recording this Declaration. Members shall serve terms of two years; their terms shall be staggered so that approximately one-half of the ACC shall be replaced by election each year.

Section 7.4 **Decisions.** All decisions and recommendations of the ACC shall be by majority vote of the ACC members. The ACC's decisions and recommendations shall then be submitted to the Board for final approval or denial.

Section 7.5 **Approval Required.** No Owner will commence, place, erect, alter or demolish any Improvement to Property (as defined below) upon any portion of the Grand View Estates Community without prior written approval.

Section 7.6 **Improvement to Property.** "Improvement to Property" requiring approval of the ACC and Board, means and includes, without limitation: (a) construction, installation, erection or expansion of any building, structure or other Improvements, including utility facilities; (b) demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) grading, excavation, filling, or similar disturbances to the land including, without limitation, change of grade, ground level, or drainage pattern; and (e) any change or alteration of any previously approved Improvement to Property by an Owner or Owner's predecessor-in-title, including any change of exterior appearance, color or texture.

Section 7.7 **Application Procedure.** The ACC may require that applications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed Improvement to Property, location and size of driveways, walls, windbreaks and grading plan, as well as





any other materials and information as may be required by the ACC and/or set forth in the Design Guidelines. Applications must be submitted to the Association's managing agent or other designated person. Applications will be reviewed at ACC meetings. Owners submitting applications are responsible for providing documentation to the ACC regarding harmony of external design, effective location and use of existing Improvements and proposed Improvements to Property, preservation of aesthetic beauty and conformity with specifications and purposes generally set forth in the Declaration and the Design Guidelines (if applicable). The ACC may require submission of additional plans, specifications, or other information prior to approving or disapproving the application. Notwithstanding Section 7.11 below, until the ACC has received all required materials in connection with the application, it may postpone review of any materials submitted for approval. Once the ACC has reviewed and made a decision on the application, the ACC shall submit its recommendation to the Board for its approval or denial.

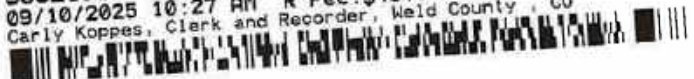
Section 7.8 **Authority of Association to Engage Consultants.** The Board has the authority to select and engage professional consultants to assist in reviewing applications and/or to inspect any of the work performed. The cost of any consultants are to be paid by the submitting Owner, whether or not the application is approved. Prior to incurring consultant costs, the Association will notify the Owner of its belief that review and/or inspections by consultants are necessary. The Owner will then have the right to withdraw the submission. The Association may require payment of costs prior to review.

Section 7.9 **Architectural Review Criteria.** The ACC and Board will exercise its reasonable judgment with the objective that proposed Improvements to Property conforms to and harmonizes with the existing surroundings, Residences, landscaping and structures. The ACC's and Board's approval on matters coming before it will not be unreasonably withheld, and actions taken will not be arbitrary or capricious. Criteria for approval include, but are not limited to: (a) conformity and harmony of exterior appearances with neighboring structures, including design compatibility and scale; (b) color and materials to be used; (c) location on the Lot; (d) relation to the natural environment; (e) street visibility; (f) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in this Declaration and in the Design Guidelines, if any; and (g) any other matter the ACC or Board deems to be relevant or appropriate.

Section 7.10 **Variances.** The ACC may recommend reasonable variances or adjustments from any conditions and restrictions imposed by the Governing Documents to overcome practical difficulties and unnecessary hardships resulting from the application of the conditions and restrictions contained in the Governing Documents. Any variance or adjustment recommended is subject to the Board of Director's written approval.

Section 7.11 **Reply and Communication.** The ACC will respond to Owner's application within 45 days of receipt of the completed application and all information the ACC reasonably requires, provided that the response time will be 60 days if a variance is requested or required. If the ACC fails to respond to the application within this time frame, then the applicant may send written notice, via certified mail, to the Association president and the Association's managing agent, if any, that the applicant intends to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 15 days of receipt of the applicant's notice, the approval will not be required and this article will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this article are satisfied, nothing herein authorizes anyone to construct or maintain any Improvement to Property that is otherwise in violation of the Governing Documents or of any applicable zoning or other laws.

Section 7.12 **Commencement of Approved Work.** All Improvements to Property approved by the ACC must be commenced within six months from the date of approval. If not commenced within this time, then approval expires, unless the ACC gives a written extension to start the work. At a mutually agreed time, the ACC or its representative is authorized to enter the Lot to inspect the ongoing and completed work. All work must be performed in accordance with the plans as approved by the ACC, including any conditions the ACC imposed.



Section 7.13 **Completion of Approved Work.**

(a) All work approved by the ACC will be completed within 90 days from the date of commencement, unless the ACC otherwise agrees in writing. All approved Improvements to Property must be completed in their entirety, unless the ACC otherwise agrees in writing.

(b) Upon completion, the Owner will give written notice of completion to the ACC. All applicable statute of limitations will be tolled until the Association receives the written notice of completion.

Section 7.14 **Notice of Noncompliance.** The Committee will issue the owner a notice of non-compliance if work is done without prior approval, or is not performed in accordance with the approved application, or is not completed within the required time frame. Within 45 days and at the Owner's sole cost and expense, the Owner must correct items listed in the notice of non-compliance or restore the Lot to the condition that existed prior to the commencement of the work.

Section 7.15 **Limitation of Liability.** Neither the Association nor its directors, officers, committee members or agents will bear any responsibility for the design, quality, structural integrity or soundness of approved construction or modifications, nor for compliance with building codes, zoning regulations, and other governmental requirements. The Association, its directors, officers, committee members, and agents are not liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or to modifications to any Lot. No lawsuit, action or claim may be brought against any of the foregoing for any injury, damage or loss.

Section 7.16 **No Waiver of Future Approvals.** The Association's approval of any proposals and applications for any work done or proposed, or in connection with any other matter requiring the Association's approval, is not a waiver of any right to withhold approval as to any similar proposals and applications.

ARTICLE 8. COVENANTS

Section 8.1 **Owner Responsibility for Compliance.** Each Owner is responsible for ensuring that the Owner's family, guests, and Residents comply with all provisions of the Governing Documents. Each Owner and Resident will endeavor to observe and promote the purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, or Residents as a result of the person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner.

Section 8.2 **Use of Lots.**

(a) **Residential /Business Use.** Except as provided below, each Lot will be used for residential purposes only. Unless otherwise expressly authorized by the Act and subject to its terms, no trade or business of any kind may be conducted in or from a Lot or any part of the Community, except that the Owner residing in the Residence, or the Resident, may conduct ancillary business activities within the Lot so long as the business activity:

- (i) is not apparent or detectable by sight, sound, or smell from outside of the Lot;
- (ii) does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Residence without business activity;
- (iii) is legal and conforms to all zoning requirements;



(iv) does not increase traffic in the Community in excess of what would normally be expected for Residences in the Community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other similar delivery services);

(v) does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(vi) is consistent with the Community's residential character, and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Residents, as determined by the Association; and

(vii) does not result in a materially greater use of Common Area or Association services.

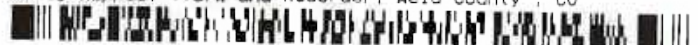
The terms "business" and "trade," as used in this section, have their ordinary, generally accepted meanings, and include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity.

(b) Occupancy. If an Owner is a corporation, partnership, trust or other legal entity the entity will designate in writing to the Association the name(s) of the natural person(s) who will occupy the Lot. The designated person(s) to occupy the Lot may not be changed more frequently than once every 30 days without the express written consent of the Association.

Section 8.3 Building Style and Size. All Residences shall be constructed on a Lot and no previously constructed Residence shall be placed on any Lot. The Association may require in its Design Guidelines that certain structures, as defined in the Design Guidelines, detached from the Residence be constructed in the same architectural style and of the same external materials as the Residence. Other improvements or structures may be of a different style or of different material as may be set forth in the Design Guidelines or as otherwise approved by the Board. Every Residence shall be built in a single-story ranch style having not less than 1,800 square feet on the ground level, excluding porches, basements, and garages. A residence constructed on the Golf Course shall have not less than 2,000 square feet. Each Residence shall be built with an attached garage to house three or more cars. No structure shall exceed 24 feet in height above the highest point of that Lot as per the recorded Plat. No less than 70% of the exterior area of every Residence shall be of brick, stone or masonry. All roofing materials shall be asphalt shingles.

Section 8.4 Fences. Any fence erected on any Lot shall be built of round treated poles with tapered ends inserted into slotted posts, or of white vinyl two rail no more than 42 inches high or white vinyl three rail no more than 48 inches high. Other composite fencing materials may be approved by the ACC and Board if the ACC and Board determine that the color, design, height and general appearance are harmonious with the specifications in the prior sentence. For animal containment, a welded wire mesh may be added to the inside of either of the approved fences. All gates shall be constructed of material similar to the material approved for fences. Fencing or structures for which the primary purpose is sound mitigation may be approved by a vote of the Majority of Members. Other types of fencing shall not be permitted.

Section 8.5 Leasing. The Community is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Lot upon terms and conditions the Owner deems advisable, subject to restrictions of this Declaration, any other restrictions of record, and the following:



(a) "Leasing" for the purposes of this Declaration is defined as the occupancy of a Lot by any Person other than the Owner, with or without consideration, but excluding occupancy by Owner's spouse, significant other, children or, parents. Leasing also excludes any occupancy by extended family members, live-in caretakers, domestic or medical assistants, roommates or other persons provided they occupy the Lot with the Owner or the Owner's spouse, significant other, children or parents and have access and use to the entire Lot.

(b) Leases will be for or of the entire Lot. There will be no subleasing of Lots or assignment of leases without prior written Association approval.

(c) Occupancies of less than 30 days of Lots are prohibited.

(d) All leases will be in writing and will provide that the lease is subject to the Governing Documents. Owners are required to provide Residents with copies of the current Declaration and Rules and Regulations.

(e) Each Owner who leases their Lot will provide the Association, upon request, general information regarding the lease, including, but not limited to, lease term, tenant information and any other information reasonably requested by the Association or its agents.

(f) All leases will state that the failure of the Resident or guests to comply with the Governing Documents may be a default of the lease and this Declaration.

(g) All leases are subject to the Association's right to remove and/or evict the Resident for failure to comply with the Governing Documents. If the Association requests that the Owner evict the Resident, and the Owner fails to commence action within 30 days of the date of the Association's written request and notice, the Association may commence eviction proceedings. If Owner fails to comply with the request to evict, the Owner delegates and assigns to the Association the power and authority to evict the Resident as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the Resident, any costs, including but not limited to attorney fees incurred and court costs associated with the eviction, will be an assessment and lien against the Lot.

(h) All Owners who reside at a place other than the Lot will provide to the Association contact information where the Owner can be reached in the case of emergency or other Association business. The Owner is solely responsible to keep this information current.

(i) If a Lot is leased or occupied in violation of this section or if the Owner or Resident violates the Governing Documents, the Association will be authorized, in addition to all other available remedies, to levy fines against the Resident and/or Owner, and to suspend all voting and/or recreational facilities use privileges.

Section 8.6 **Use of Common Areas**. There will be no obstruction of the Common Areas, nor will anything be kept, parked, or stored on or removed from any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. No exterior additions, alterations, or decorations may be made to any Common Area fencing, monument signage or landscaping. The Association may remove unattended personal property from Common Areas. The Association will not be liable to the Owner of any Lot or their Residents, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Areas or for the removal of such property.

Section 8.7 **Lot Combination**. Lots may not be combined with other Lots.

Section 8.8 **Subdivision**. No Lot may be further divided or subdivided, nor may any easement or other interest in less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Association; provided, however, Association approval is not required for the

transfer or sale of any Lot or for the granting of any security interest in the Lot. No Owner has the right to partition or seek partition of the Common Area or any Lot.

Section 8.9 **Temporary Structures.** No temporary house trailer, garage or outbuilding will be placed or erected upon a lot except with the Association's prior written approval. However, the Association may adopt Rules and Regulations allowing the temporary use of tents in the backyard for recreational purposes.

Section 8.10 **Drainage.** There will be no interference with the established drainage patterns over any property within the Community, unless adequate provision is made for proper drainage and approved by the ACC. In the event of any such interference where there has been no adequate provision made for proper drainage, the Owner interfering with the established drainage patterns will be liable for any damage resulting from such interference.

Nothing herein may be construed to affect the rights of an aggrieved Owner to proceed individually against a violator of this section for relief from interference with their property rights, and the Board may, in its discretion, require the aggrieved Owner to seek redress personally for interference with the Owner's property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise will exist by an aggrieved Owner against the Association for failure to enforce the provisions hereof if the aggrieved Owner has not pursued all available remedies against the violator for redress provided under Colorado law.

Section 8.11 **Landscaping Requirements.** Grass, shrubs and trees will be maintained in a healthy, live and growing condition, as more particularly provided for in this Declaration.

Section 8.12 **Prohibition of Damage, Nuisance and Noise.** Without the prior written consent of the Board of Directors, nothing will be done or kept on a Lot or the Community that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive, offensive or unsanitary activities may not be carried on within the Community. No Owner or Resident may use or allow the use of the Lot or any portion of the Community at any time, in any way, that may endanger persons or property, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Residents, or constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Residents a right of redress for actions, activities or conduct which unreasonably disturbs or impairs their peaceful and safe enjoyment.

Nothing in this section will be construed to affect the rights of an aggrieved Owner or Resident to proceed individually against a violator for relief from interference with their property or personal rights. The Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their rights before the Association intervenes and commences enforcement action. No aggrieved Owner or Resident will have a claim against the Association for failure to enforce the provisions of this section if the aggrieved Owner or Resident has not personally pursued all available remedies against the violator for redress provided under Colorado law.

Section 8.13 **Pets.**

(a) An Owner or Resident may keep up to four generally recognized household pets. Animals under six months of age shall not count toward the allowable number of animals. For purposes of this section, the following are not considered household pets: livestock (hoofed), poultry, fowl, bees, pigs, venomous snakes, or animals determined in the Association's sole discretion to be dangerous animals. The Association may adopt additional Rules and Regulations to supplement this section.

(b) No Owner or Resident may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet may be constructed or maintained

on any part of the Common Areas. Pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Areas. Feces left by pets upon the Common Areas, or on Lots, must be removed promptly by the pet owner or other person responsible for the pet.

(c) Any Owner or Resident who keeps or maintains any pet within the Community is deemed to agree to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining the pet within the Community.

Section 8.14 Clothes Drying. Facilities for hanging, drying or airing clothing or household fabrics will be appropriately screened from view.

Section 8.15 Trash Removal Restriction. All trash, garbage, and other refuse shall be kept in closed trash containers no larger than 100 gallons or bagged. Containers must be concealed from public view. Containers may be visible for no more than 24 hours in any seven-day period. Trash will be disposed of at the Owner's expense by a designated trash company approved by a vote of the Owners. Trash contracts may be one to five years in duration. The Association shall hold such Owner votes as necessary for changes to any terms of the trash contract.

Section 8.16 Vehicles and Parking.

(a) **Storage of Vehicles.** No boats, trailers, jet-skis and trailers for same, oversized trailers, hauling trailers, buses, recreational vehicles (as may be defined in the Rules and Regulations), campers, golf carts, lawn mowers, tractor blades or similar vehicles or equipment shall be stored or permitted to remain on any Lot for more than three (3) consecutive days except within an enclosed garage. Unless otherwise set forth in the Association's Rules and Regulations, upon at least seven (7) days prior written notice to the Board, visitors with campers, trailers, and recreational vehicles may be permitted to park on a Lot over the three-day period. All commercial vehicles must be stored in an enclosed garage by sunset each day. Vehicles. No immobilized motor vehicles shall be allowed to remain on any Lot for a period longer than three (3) days unless such vehicle is within an enclosed garage. In addition, no more than one immobilized motor vehicle shall be permitted on any Lot. For the purpose of this section, an "immobilized motor vehicle" shall be considered any motor vehicle not presently capable of movement under its own power. No motor vehicle which could not be legally driven on public roads in the State of Colorado shall be allowed on any Lot for any period of time except in an enclosed garage. No unlicensed vehicles may be parked on the Lots or Common Areas.

(b) **Parking.** No vehicles shall be parked on any streets or other Common Areas overnight in violation of the Governing Documents or any applicable state or local laws, codes or ordinances.

Section 8.17 Vehicle Repair. Maintenance and repair of vehicles, trailers, and boats may be performed on a Lot provided all work is completed by sunset each day and returned to an enclosed structure. Rebuilding, dismantling, or repainting vehicles, trailers or boats may not be performed or conducted in the Community unless done within completely enclosed structures that screen the sight and sound of the activity from the street and from adjoining property. This restriction does not prevent washing and polishing of any motor vehicle, boat, or trailer, together with those activities normally incident and necessary to washing and polishing.

Section 8.18 Signs. Except as may be provided for herein or as may be required by state law or legal proceedings, no signs, advertising posters, placards or billboards of any kind will be erected, placed, or permitted to remain on a Lot without the prior written consent of the Board or its designee, except as follows: (a) one professionally lettered "For Rent" or "For Sale" sign not to exceed six square feet in size may be displayed on a Lot being offered for sale or for lease; and (b) signs as permitted by Colorado law. The Board has the right to erect reasonable and appropriate signs on behalf of the Association.

Section 8.19 Antennas, Satellite Dishes and Air Conditioning Units. Satellite dishes, antennae or other devices for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation will not be erected, used or maintained by Owners or Residents on any portion of the Common Areas except as allowed by federal law and subject to such reasonable Rules and Regulations regarding type, size, location and aesthetics. However, the Association has the right to erect, construct and maintain these devices on the Common Areas. Air conditioning units may not be placed on the roof of any structure on the Lots.

Section 8.20 Hazardous Activities. No activities will be conducted on a Lot and no Improvements will be constructed on a Lot that are, or might be, unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms will be discharged upon the property, and no open fires will be lighted or permitted on any portion of the property, except in a contained barbeque unit while attended and in use for cooking purposes, or within an interior or exterior fireplace designed to prevent dispersal of burning embers.

Section 8.21 Storage of Materials. No Lot shall be used for the open storage of construction materials or any other material except during the construction of Improvement, which shall be no more than forty-five (45) days or as otherwise approved by the Board or ACC.

Section 8.22 Rules and Regulations. The Board of Directors may adopt, amend and repeal rules and regulations concerning and governing the Residences, Lots and Common Areas to further the provisions of this Declaration and the general plan of development.

Section 8.23 Use of the words Grand View Estates, Grand View Estates Community, and Grand View Estates Association, Inc. Without the Association's prior written consent, Owners or Residents will not use the words Grand View Estates, Grand View Estates Community, Grand View Estates Association, Inc., or the logo of the Community or Association, if any, or any derivative thereof, if use is likely to cause confusion, mistake or deception, in the Association's sole discretion.

ARTICLE 9. INSURANCE

Section 9.1 Insurance on the Lots. Each Owner will obtain property and liability insurance covering loss, damage or destruction by fire or other casualty to the Improvements, installed or made to their Lot, the other property of that Owner, and any injuries occurring to the persons while on a Lot. The Association will not be liable for the failure of any Owner to maintain insurance.

Section 9.2 Insurance to be Carried by the Association. The Association will obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act. Insurance coverage includes the following and will be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

(a) **Property Insurance on Common Areas.** The Association will obtain property insurance covering loss, damage or destruction by fire or other casualty to any Improvements installed or made to any portion of the Common Areas and any other property that is the Association's maintenance responsibility in amounts as the Board determines. Property insurance may contain customary deductibles.

(b) **Association Comprehensive/General Liability Insurance.** The Association will obtain comprehensive/general liability insurance for the Common Areas and any other property the Association maintains, in amounts the Board determines from time to time. Coverage will include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

(c) **Association Fidelity Insurance.** The Association will obtain fidelity coverage to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the

part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees and others who are responsible for handling the funds of the Association.

(d) **Directors' and Officers' Personal Liability Insurance.** The Association will obtain directors' and officers' personal liability insurance to protect the officers, directors, Committee members and any other individuals acting at the Board's direction from personal liability in relation to their duties and responsibilities in acting on the Association's behalf.

(e) **Other Insurance.** The Association may obtain other insurance against other risks of similar or dissimilar nature as it deems appropriate with respect to its responsibilities and duties.

Section 9.3 **Miscellaneous Terms Governing Insurance Carried by the Association.**
The Association will maintain, to the extent reasonably available, insurance policies with the following terms or provisions.

(a) All insurance policies will provide that each Owner is an insured under the policy with respect to liability arising out of the Owner's membership in the Association.

(b) All insurance policies will contain waivers of subrogation against any Owner or member of the Owner's household.

(c) All insurance policies will contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and will provide that policies may not be canceled or modified without at least 30 days prior written notice to all of the Owners, holders of first lien security interests and the Association, except in instances of nonpayment of premiums, which will require at least ten days' prior written notice.

(d) If requested, duplicate originals of all policies and renewals, together with proof of payments of premiums, will be delivered to all holders of first lien security interests at least ten days prior to the expiration of the policies.

(e) All liability insurance will cover the Association, the directors and officers, the manager or managing agent, if any, holders of first lien security interests, their successors and assigns, and Owners, with respect to Owner's liability arising out of Association membership.

(f) All Association insurance policies will be primary, if there is other insurance in an Owner's name covering the same risk.

Section 9.4 **Insurance Premium.** Insurance premiums will be a Common Expense included as a part of the Association's annual assessments.

Section 9.5 **Managing Agent's Insurance.** The managing agent, if any, will maintain insurance for its benefit, and will maintain and submit evidence of coverage to the Association. Insurance will include professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage (unless the Association otherwise provides fidelity coverage).

Section 9.6 **Insurance Review.** The Board may review the insurance carried by the Association periodically, to determine the amount of insurance required and the service capabilities of the current carrier.

Section 9.7 **Claims and Adjustments by the Association.** Any loss covered by an Association insurance policy will be adjusted by the Association. The insurance proceeds for a loss will



be payable to the Association and not to any holder of a first lien security interest. The Association will hold any insurance proceeds for the repair or restoration of the damaged property. The Association is not entitled to use insurance proceeds for other purposes unless there is a surplus after the damaged property has been completely repaired or restored.

Section 9.8 **Duty to Repair.** The Association must repair or replace promptly any portion of the Community for which insurance is required under this article that is damaged or destroyed, unless Owners entitled to cast 67% of the total Association vote agree not to rebuild.

Section 9.9 **Condemnation and Property Insurance Allocations and Distributions.** In the event condemnation proceeds or property insurance proceeds are distributed to the Owners, the distribution will be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 9.10 **Responsibility for Payment of Deductible Amount.** Whether the Board, in its discretion, submits a claim under the Association's insurance policies or not, the Association will pay or absorb the deductible amount for any work, repairs or reconstruction for damage to property that is the Association's maintenance responsibility unless the damage is caused by the negligent or willful act or omission of an Owner, the Owner's family, guests, or invitees, in which case the Association will seek reimbursement of the deductible amount as an individual assessment in compliance with and under the terms of the Declaration.

Section 9.11 **Insurance Assessments.** If the insurance proceeds are not sufficient to defray the costs of reconstruction and repair for any reason, including the allocation of deductibles, the deductible or additional cost will be a Common Expense.

Section 9.12 **Damage to or Destruction of Residences on Lots.** In the event of damage to or destruction of structures on a Lot, the Owner will promptly repair or reconstruct the damaged structure in a manner consistent with the original construction or plans approved in accordance with this Declaration unless the Owner elects not to rebuild in cases of substantial damage or destruction. If the structure is substantially destroyed and the Owner determines not to rebuild or reconstruct, the Owner will promptly clear the Lot of all debris and continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

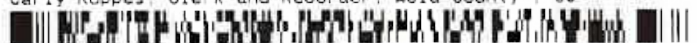
ARTICLE 10. GOLF COURSE EASEMENTS AND NOTICE OF RISK FROM USE

Section 10.1 **Golf Course Property.** The Association owns certain real property described on Exhibit "B" attached hereto ("Golf Course Property"), which is part of the Common Areas and which Golf Course Property is being operated as a nine-hole golf course ("Golf Course").

Section 10.2 **Golf Course Play Easement.** The Association, the Owners, and lessees, independent contractors, agents, guests and invitees, and any operator of the Golf Course as authorized by the Association (collectively, the "Golf Course Users"), have a non-exclusive easement (the "Easement") over and across the Community for the following purposes:

10.2.1 Retrieval of golf balls, including the right to enter on the Common Areas solely for that purpose, provided (a) the right to retrieve golf balls shall (i) only extend to non-enclosed portions of the Common Areas, (ii) only be permitted during daylight hours and then only by authorized Golf Course Users, and (iii) otherwise be subject to such rules and regulations governing access, disturbances, privacy and otherwise that the Association may from time to time reasonably promulgate, which do not materially impair the rights of Owners hereunder, and (b) the person retrieving the golf balls shall do so in a reasonable manner and will repair any damage caused by entry onto the Common Area to retrieve a golf ball.

10.2.2 Flight of golf balls over, across, and upon the Community.



10.2.3 Doing of every act necessary and incident to the playing of golf and other, related recreational activities on the Golf Course Property (but not the Lots), and the creation of usual and common noise levels associated with such recreational activities.

10.2.4 Creation of noise related to the normal maintenance and operation of the Golf Course, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

10.2.5 An easement for the incidental overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Community located adjacent to the Golf Course Property.

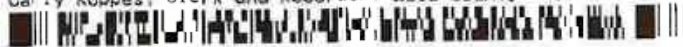
Section 10.3 **Damage by Errant Golf Balls.** Each and every Owner of a Lot hereby acknowledges and agrees that the existence of the Golf Course on the Golf Course Property is beneficial and highly desirable. Each Owner acknowledges and agrees that portions of the Community located adjacent to the Golf Course Property are subject to the risk of damage or injury due to errant golf balls. To the extent permitted by law, each Owner of a Lot, and their successors and assigns, hereby assumes such risk of damage and injury and hereby release the Association, and its successors and assigns, from any and all liability for damage or injury caused by errant golf balls in, on, or around the Community.

Section 10.4 **Other Recreational Amenities.** From time to time, the Association may permit and provide improvements in connection with certain other recreational activities on parts of the Common Areas including the Golf Course Property. Examples of such recreational activities and improvements include areas set aside as a playground for children of Owners and recreational equipment associated with such activities.

Section 10.5 **Acknowledgment and Assumption of Risk.** Each and every Owner hereby acknowledges and agrees for itself, its family and its guests and invitees that by participating in any recreational activities on the Common Areas, including the Golf Course Property, it acknowledges an awareness of the possibility of risk of injury from such participation and each such Owner, their successors and assigns, hereby assumes such risk of damage and injury and hereby releases the Association, its successors and assigns, from any and all liability for damage or injury caused by such recreational activities in, on or around the Community.

Section 10.6 **Assignment.** This Easement shall inure to the benefit of and be binding upon the parties hereto, their successors or assigns. Any subsequent Owner of a Lot or the Golf Course Property shall be subject to the provisions of this Easement. Following the sale of the Property, or any part thereof, such purchaser or assignee will assume all obligations and inure to all rights hereunder and the seller thereof, shall have no further rights or obligations hereunder.

Section 10.7 **Duration and Enforceability.** The easements and restrictions set forth in this Easement shall constitute covenants running with the land in perpetuity, burdening and benefitting the Community, including the Golf Course Property, and shall be binding on the Association, all Owners and their respective successors and assigns, and all person or parties claiming through, by or other such parties and their respective successors and assigns. This Easement can only amended by a proper amendment to this Declaration. Notwithstanding the foregoing, this Easement shall automatically terminate in the event the Golf Course Property is not used as a golf course for a period of eighteen (18) consecutive months or more and, in such event, the Association shall have the right with approval of 67% of the Owners voting by ballot to file and record an instrument terminating this Easement. Any such instrument shall serve as conclusive evidence of such termination and may be relied upon by Owners of any and all or any portion of the Community. Upon termination of the Easement, the Association may determine such other uses for the Common Areas tracts, including open space, walking trails, other recreational amenities or such other uses consistent with the purposes of this Community.



ARTICLE 11. AUTHORITY AND ENFORCEMENT

Section 11.1 Compliance With and Enforcement of Governing Documents.

(a) Compliance Required. Every Owner and Resident will comply with the applicable provisions of the Governing Documents. Any aggrieved Owner or Resident has the right to take action to enforce the terms of the Governing Documents against another Owner or Resident.

(b) Association Remedies. The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for their violation. Sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which will be a lien upon the violator's Lot (in the event that any Resident, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine will first be assessed against the violator. If the fine is not paid by the violator within the time period set by the Association, the Owner will pay the fine upon notice from the Association);

(ii) suspending voting rights;

(iii) suspending the Owner's rights to use the recreational facilities (as well as the rights of the Owner's family, guests and Residents to use the recreational facilities);

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or action to abate any violation of the Governing Documents in a non-emergency situation, by court order and subject to any requirements set forth in this Declaration, including those related to maintenance, repair or replacement, provided that the Association does not have the authority to enter the Residence;

(vi) requiring an Owner, at the Owner's expense, to cease any construction of any modification that has not been approved, or to remove any structure or improvement in the Lot or the Common Areas in violation of the Governing Documents and to restore the Lot or Common Areas to its previous condition and, upon the Owner's failure to do so, the Association has the right to enter the Lot or Common Areas, remove the violation and restore the Lot or Common Areas to substantially the same condition as previously existed and any action is not deemed a trespass;

(vii) recording in the real property records a notice of violation identifying any uncured violation of the Governing Documents; and

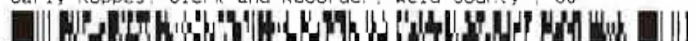
(viii) other remedies provided for in this Declaration or by applicable law.

(c) Emergencies and Legal Action. In addition, the Association may take the following enforcement procedures to seek compliance with the Governing Documents:

(i) exercising self-help in any emergency situation; and/or

(ii) instituting any civil action to enjoin any violation or to recover monetary damages or both.

(d) Remedies Are Cumulative. All remedies set forth in the Governing Documents are cumulative of any remedies available at law or in equity.



(e) **Costs Incurred By Association.** If the Association exercises any of its rights pursuant to this section, all costs will be assessed against the violating Owner or Resident and will be a lien against the Lot. Additionally, subject to the Act, the Association will also be entitled to reasonable attorney fees actually incurred, which will be collected as an assessment.

Section 11.2 **Failure to Enforce.** The Board will have the discretion to determine whether enforcement action in any particular case will be pursued; provided that the Board will exercise judgment, be reasonable and not be arbitrary and capricious. Notwithstanding the above, no right of action will exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the Association not to pursue enforcement action will not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

ARTICLE 12. AMENDMENTS

Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote will be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Lot Owners holding at least 67% of the total Association vote.

Notice of any meeting at which a proposed amendment will be considered will state the fact of consideration and the subject matter of the proposed amendment. The Association may seek approval of an amendment by mail ballot in accordance with the procedures outlined in the Bylaws. No amendment will be effective until certified by the President and Secretary of the Association, or such other officers as designated by the Board, and recorded in the Weld County, Colorado real property records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Community into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Any action to challenge the validity of an amendment adopted under this article must be brought within one year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

ARTICLE 13. GENERAL PROVISIONS

Section 13.1 **Security.** The Association may, but will not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for themselves and their family members, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and the Association will not have a duty to provide security in the Community. Furthermore, the Association does not guaranty that non-residents will not gain access to the Community and commit criminal acts in the Community nor does the Association guarantee that criminal acts in the Community will not be committed by other Owners or Residents. It will be each Owner's and Resident's responsibility to protect their person and property and all responsibility to provide such security will lie solely with each Owner. The Association will not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

Section 13.2 **Implied Rights.** The Association may exercise any right or privilege given to



it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate any of its rights or privileges.

Section 13.3 **Electronic Records, Notices and Signatures.** Notwithstanding any other portion of this Declaration, records, signatures and notices will not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws will govern the giving of all notices required by this Declaration.

Section 13.4 **Duration.** The covenants and restrictions of this Declaration will run with and bind the property perpetually unless otherwise terminated as provided in C.R.S. § 38-33.3-218.

Section 13.5 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise will in no way affect the application of such provision to other circumstances or affect any other provision(s), which will remain in full force and effect.

Section 13.6 **Public in General.** The rights and burdens created in this Declaration do not, are not intended to, and will not be construed to create any rights and burdens in or for the benefit of the general public.

Section 13.7 **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and do not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article.

Section 13.8 **Singular Includes the Plural.** Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, and each gender referral is deemed to include the masculine, feminine and neuter.

Section 13.9 **Conflicts.** In the event of a conflict between this Declaration and the Articles of Incorporation or Bylaws, this Declaration will control. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

[Signatures on Following Page]



IN WITNESS WHEREOF, the undersigned officer of The Grand View Estates Association, hereby certifies that this Amended and Restated Declaration was adopted by the Members of the Association or that the District Court of Weld County has entered an order approving this Amended and Restated Declaration.

This 3rd day of September, 2025.

THE GRAND VIEW ESTATES ASSOCIATION

By: [Signature]
President

This 3rd day of September, 2025.

THE GRAND VIEW ESTATES ASSOCIATION

By: [Signature]
Secretary

STATE OF COLORADO)
COUNTY OF WELD) ss.

The foregoing Declaration was acknowledged before me by MICHELLE WARD
WILLIAMS of the Association, on this 3rd day of September, 2025.

[Signature]
Notary Public

My commission expires: 02/13/2028

ANA LIZZETT BOTZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244006364
MY COMMISSION EXPIRES 02/13/2028

STATE OF COLORADO)
COUNTY OF WELD) ss.

The foregoing Declaration was acknowledged before me by WILLIAM JAMES
SMITH of the Association, on this 3rd day of September, 2025.

[Signature]
Notary Public

My commission expires: 02/13/2028

ANA LIZZETT BOTZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244006364
MY COMMISSION EXPIRES 02/13/2028

EXHIBIT "A"

Legal Description of Community

Parcel A:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, FROM WHENCE THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 19 BEARS S00°00'23", 2598.66 FEET, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID EAST LINE S00°00'23" E, 262.34 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED ON SCHEDULE A OF TICOR TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE, ORDER NO. T118660, DATED AUGUST 21, 1989; THENCE ALONG THE NORTH LINE OF SAID TRACT S83°39'08"W, 415.87 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S06°S23'32"E, 332.55 FEET; THENCE 61.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID ARC HAVING A CENTRAL ANGLE OF 26°12'24", A RADIUS OF 135.00 FEET, AND WHOSE CHORD BEARS S19°29'43"E, 61.21 FEET; THENCE 93.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID ARC HAVING A CENTRAL ANGLE OF 32°35'32", A RADIUS OF 165.00 FEET, AND WHOSE CHORD BEARS S16°18'09"E, 92.60 FEET; THENCE S00°00'23"E, 362.26 FEET; THENCE 63.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID ARC HAVING A CENTRAL ANGLE OF 55°54'02", A RADIUS OF 65.00 FEET, AND WHOSE CHORD BEARS S27°56'38"W, 60.93 FEET; THENCE S55°53'39"W, 142.71 FEET; THENCE N62°53'05" W, 34.23 FEET; THENCE N63°39'45"W; 38.56 FEET; THENCE N66°01'24" W, 59.23 FEET; THENCE N71°37'20"W, 200.33 FEET; THENCE N70°15'32"W, 60.35 FEET; THENCE N67°22'43"W , 84.29 FEET; THENCE N64°06'43" W, 165.06 FEET; THENCE N73°12'18"W, 91.84 FEET; THENCE N88°07'53"W, 71.75 FEET; THENCE S84° 42'08"W, 175.00 FEET; THENCE S84°30'54"W, 95.90 FEET; THENCE S84°25'31" W. 89.14 FEET; THENCE S84°07'25"W. 74.19 FEET; THENCE S84°35'38"W, 57.67 FEET; THENCE N89°33'17" W, 76.63 FEET; THENCE N83°26'24"W, 129.40 FEET; THENCE N79°57'55"W, 116.43 FEET; THENCE N73°45'24"W, 30.78 FEET; THENCE N68°22'14"W. 150.45 FEET; THENCE N67°18'37"W, 217.74 FEET; THENCE N64°12'46"W, 75.79 FEET; THENCE N58°32'05"W, 19.60 FEET; THENCE N57°28'47"W, 10.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO 13; THENCE ALONG SAID EAST LINE, N00°00'32"W. 433.53 FEET; THENCE S89°54'15"E, 208.77 FEET; THENCE N46°00'45"E, 220.09 FEET; THENCE S67°07'45" E, 217.59 FEET; THENCE S77°03'45" E. 221.03 FEET; THENCE S89°04'04" E, 117.54 FEET; THENCE N80°06'11" E, 175.36 FEET; THENCE N72°48'26"E, 348.94 FEET; THENCE N68°01'26"E, 206.11 FEET; THENCE N55°29'15" E, 139.32 FEET; THENCE N67°10'26"E, 121.83 FEET; THENCE N81°48'34"E, 59.71 FEET; THENCE S86°56'35"E, 99.65 FEET; THENCE N71°46'40"E, 148.92 FEET; THENCE S87°58'23"E, 379.06 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED TRACT CONTAINS 42.268 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.



Parcel B:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER BEARS N00°00'23" W, 1599.06 FEET, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID EAST LINE S00°00'23" E 975.86 FEET; THENCE PARALLEL TO AND 75.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER, N88°22'57" W, 2442.78 FEET; THENCE PARALLEL TO AND 90.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, N00°00'32"W, 1540.08 FEET; THENCE S67°12'44"E, 420.43 FEET; THENCE S81°47'40" E, 259.78 FEET; THENCE N86°02'52"E, 634.92 FEET; THENCE S73°12'18"E, 77.18 FEET; THENCE S66°11'54" E, 308.59 FEET; THENCE S71°37'20"E, 281.79 FEET; THENCE S49°48'57" E, 374.06 FEET; THENCE N89°59' 37" E, 254.36 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED TRACT CONTAINS 72.844 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

Amended Description for a Part of Parcel B: LOTS 11, 12 AND 13, GRAND VIEW ESTATES FILING NO. 2 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL, MERIDIAN TOWN OF MEAD, STATE OF COLORADO.

THUS DESCRIBED TRACT CONTAINS 3.480 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

HAVE CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME OF GRAND VIEW ESTATES FILING NO. 2 REPLAT "A" AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER ALL UTILITY AND DRAINAGE EASEMENTS AS INDICATED HEREON.

THE UNDERSIGNED DOES HEREBY DEDICATE AND CONVEY TO AND FOR PUBLIC USE, FOREVER THE STREETS AND EASEMENTS AS LAID OUT AND DESIGNATED ON THIS PLAT; PROVIDED HOWEVER, THAT 1) ACCEPTANCE BY THE CITY A DUTY TO MAINTAIN THE EASEMENTS SO DEDICATED AND 2) ACCEPTANCE BY THE CITY OF THIS DEDICATION OF STREETS DOES NOT IMPOSE UPON THE CITY OF DUTY TO MAINTAIN STREETS SO DEDICATED UNTIL SUCH TIME AS THE STREETS ARE INSPECTED AND ACCEPTED BY THE DIRECTOR OF ENGINEERING.

Replat of Part of Parcel B: LOT 40 AND LOT 41, GRAND VIEW ESTATES FILING NO. 2 ACCORDING TO THE RECORDED PLAT THEREOF, LOCATED IN THE TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO.

All of the above is also known as Lots 1 through 20 Grand View Estates Filing No. 1; Lots 1 and 2 Grand View Estates Filing No. Replat "A"; and Lots 1 through 10 and 14 through 46 Grand View Estates Filing No. 2; together with Outlots B and C in Grand View Estates Filing No. 2.

240 Grand View Circle, Mead, CO 80542:





A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WELD COUNTY COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHMOST CORNER OF THE GOLF COURSE LOT, GRAND VIEW ESTATES FILING NO. 1, AS RECORDED WITH WELD COUNTY RECORDS; AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE TO SAID RECORDED PLAT;

THENCE ALONG THE SOUTHERLY LINE OF SAID GOLF COURSE, N55°53'39"E, 142.71 FEET; THENCE 63.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID ARC HAVING A CENTRAL ANGLE OF 55°54'02", A RADIUS OF 65.00 FEET, AND WHOSE CHORD BEARS N27°56'38"E, 60.93 FEET; THENCE N00°00'23"W, 2.26 FEET; THENCE LEAVING SAID GOLF COURSE N89°59'37"E, 38.78 FEET; THENCE S50°39'50"W, 69.92 FEET; THENCE S09°36'56"W, 179.94 FEET; THENCE N49°48'53"W, 132.69 FEET TO THE **POINT OF BEGINNING**.

The Property consists of all property described in Exhibit A to the Amended and Restated Declaration recorded August 21, 2000, as amended and supplemented.

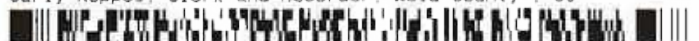


EXHIBIT "B"

Golf Course Property

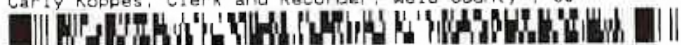
Golf Course Property area as shown on the plats for Grand View Estates Filing 1, recorded August 28, 1992 at Reception No. 02301636 and Grand View Estates Filing 2, recorded May 27, 1994 at Reception No. 02390573, as amended, including Outlot C, but excluding Outlot B and the two 60' reserved landscape areas,
Weld County, Colorado

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06/20/2025 09:52 AM R Fee:\$218.00
Carly Koppes, Clerk and Recorder, Weld County, CO



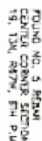
02225361.DOCX

5052166 Pages: 33 of 42
09/10/2025 10:27 AM R Fee:\$43.00
Carly Koppes, Clerk and Recorder, Weld County, CO

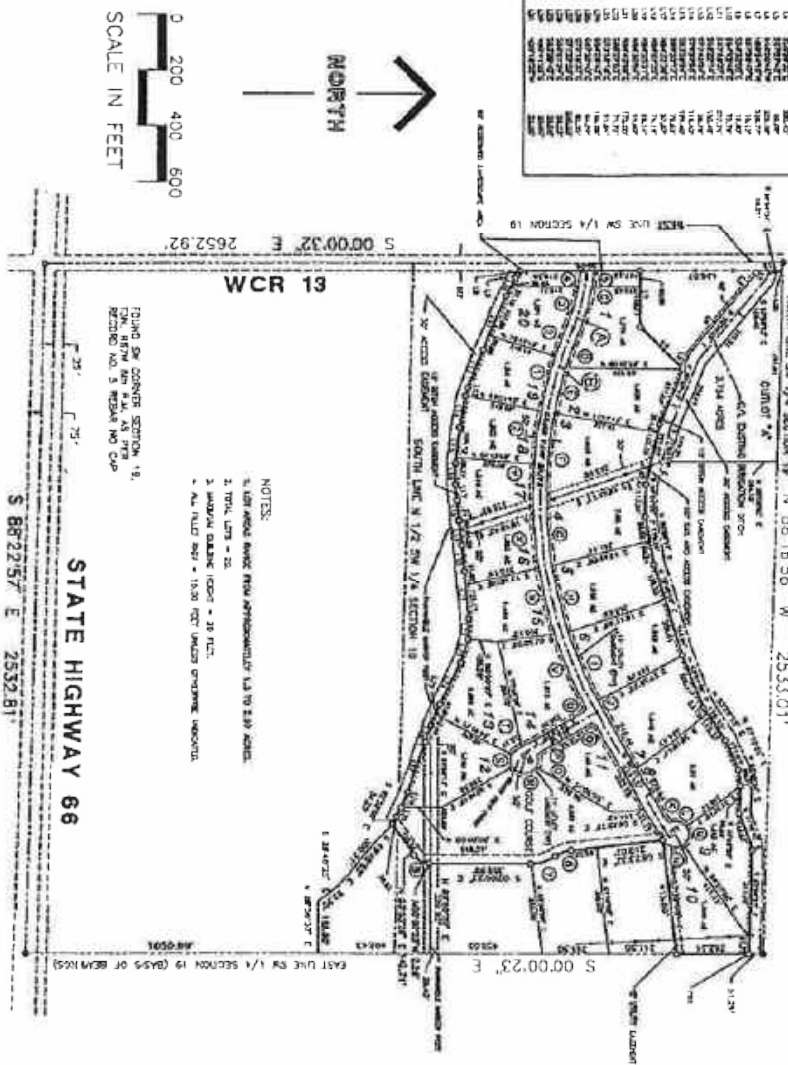


10

Handwritten musical score on staves with Chinese lyrics. The page is numbered 10 in the top right corner. The notation consists of horizontal lines with notes and lyrics written below them.



FUND ALUM GAO FILIPINO INC.
 NO 15 NUMBER 1000E
 W 1/4 CORNER SECTION
 13, 12th, 1827th SW P.M.
 NORTH LINE SW 1/4



HASCALL CURVEYS INC.
 10000 W. 10TH AVE.
 SUITE 100
 DENVER, CO 80231
 (303) 751-0100

卷之四

FOUND 5 1/4 CORNER SECTION 13
T24, R57M ON P.M. AS PER RECORD
PER AND CAP IS 13445

DEDICATIONS

FOR ALL OF THE PRETENSE THAT THE SMOKE AND MIRRORS AT THE BOJ PERIODIC REPORTS MEETING WERE ABOUT TO BE LIFTED, THE TRUTH WAS THAT THE BOJ WAS BEING DISCLOSED AS THE LAST DISCLOSED COMPANY AND INDUSTRY IN THE COUNTRY, CALLED OUT, AND BEING DISCLOSED AS THE LAST.

MOTARIAL CERTIFICATE

[illegible]

WAS OF HEARING:

THE EAST LANE OF THE ROYALTY'S QUARTERS OF BLOOMING HILL, TOWNSHIPS 3 NORTH, RANGE 87 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADJACENT BLVD. 300.0737 L.

SURVEYOR'S CERTIFICATE

1. The following information is being furnished to you for your information only. It is not intended to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

PLANNING COMMISSION APPROVAL

Discussed - held financial discussion

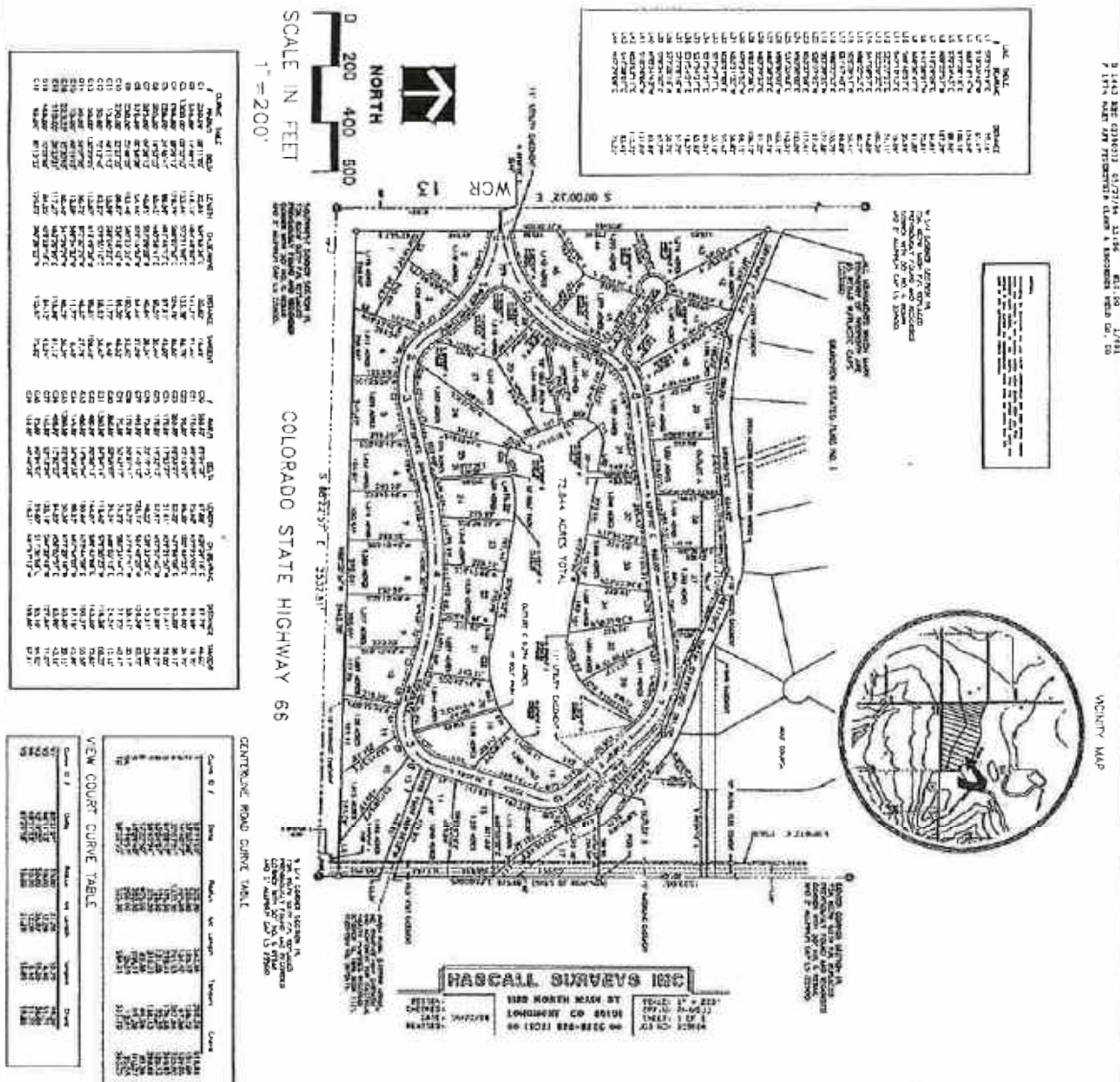
MAYOR'S CERTIFICATE

[illegible]

RECORDING & CERTIFICATE

HAS AND FULLY RELEASED TO THE OFFICE OF THE CLERGY DATA AND RECORDS OF THE CLERGY AT _____
 ON _____ AT _____ IN _____ YEAR _____
 COUNTY CLERK AND RECORDS _____

1. 1992



FILE NO. 29

[illegible][illegible]

PHOTO & VIDEO (OPTIONAL) (SEE PAGE 1) PHOTO & VIDEO (OPTIONAL) (SEE PAGE 1)	PHOTO & VIDEO (OPTIONAL) (SEE PAGE 1) PHOTO & VIDEO (OPTIONAL) (SEE PAGE 1)
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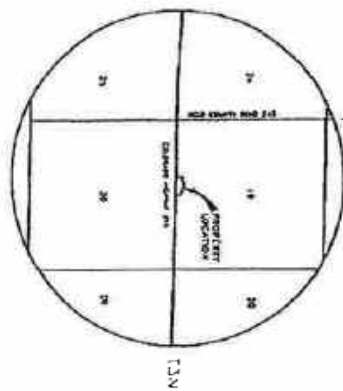
RECEIVED BY THE NATIONAL BUREAU OF STANDARDS, DIVISION OF CHEMISTRY, SEPTEMBER 1, 1964

1. I am actually working the bulk of a week and am not on leave or on any leave. I am working with several other employees.

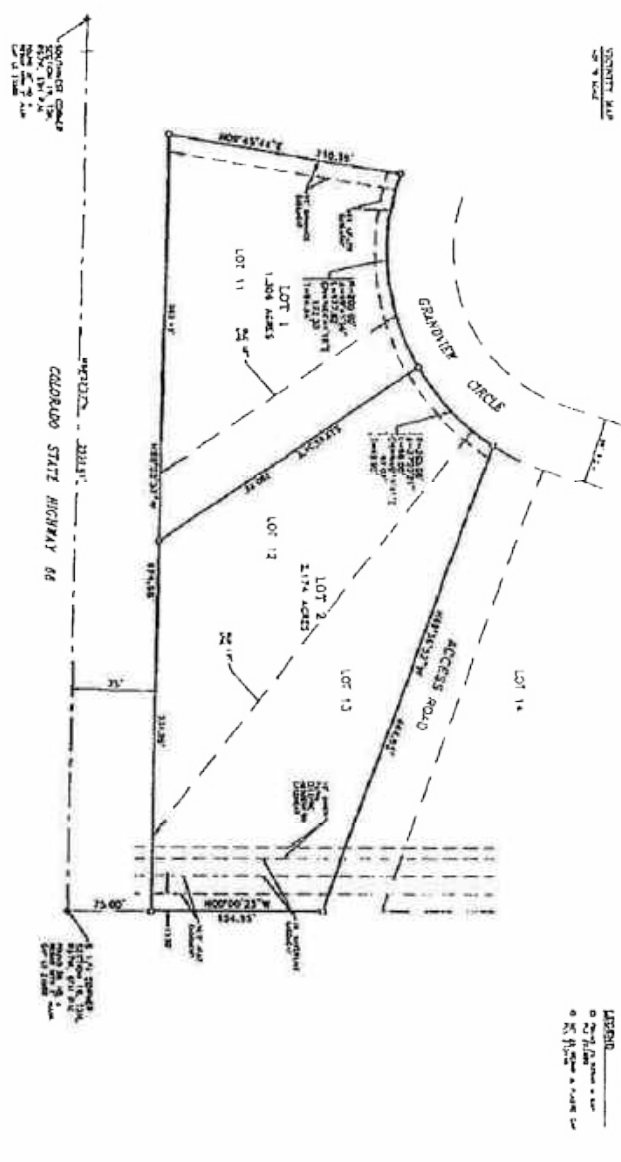
Mr. E. J. Lawrence
 Chairman - 2205 E. 10th St. N.
 Minneapolis - 55412

[illegible]

THE RAIL ROAD RECORD OF THE COASTS OF THE WORLD COMPANY AT _____, CALIF.,
ON THE _____ DAY OF _____, A.D. 1914 IS NOW FILED FOR RECORD IN THE
RECORDS OF THE _____ COUNTY OF _____, CALIF.



GRAND VIEW ESTATES
FILING NO. 2 REPLAT "A"

[illegible]

BRONX, CALIF. 91704

9259

LEGAL DESCRIPTION

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

James Smith
April 1860
John A. Smith

NOTES ON IDENTIFICATION

2007-08-08

August 1968 - 1 year in shelter
and finally getting
me back on my feet
in Canada City
at \$25000

Judy A. Oldwood

DATE OF BIRTH

NUMEROUS CERTIFICATE

100-443887-100

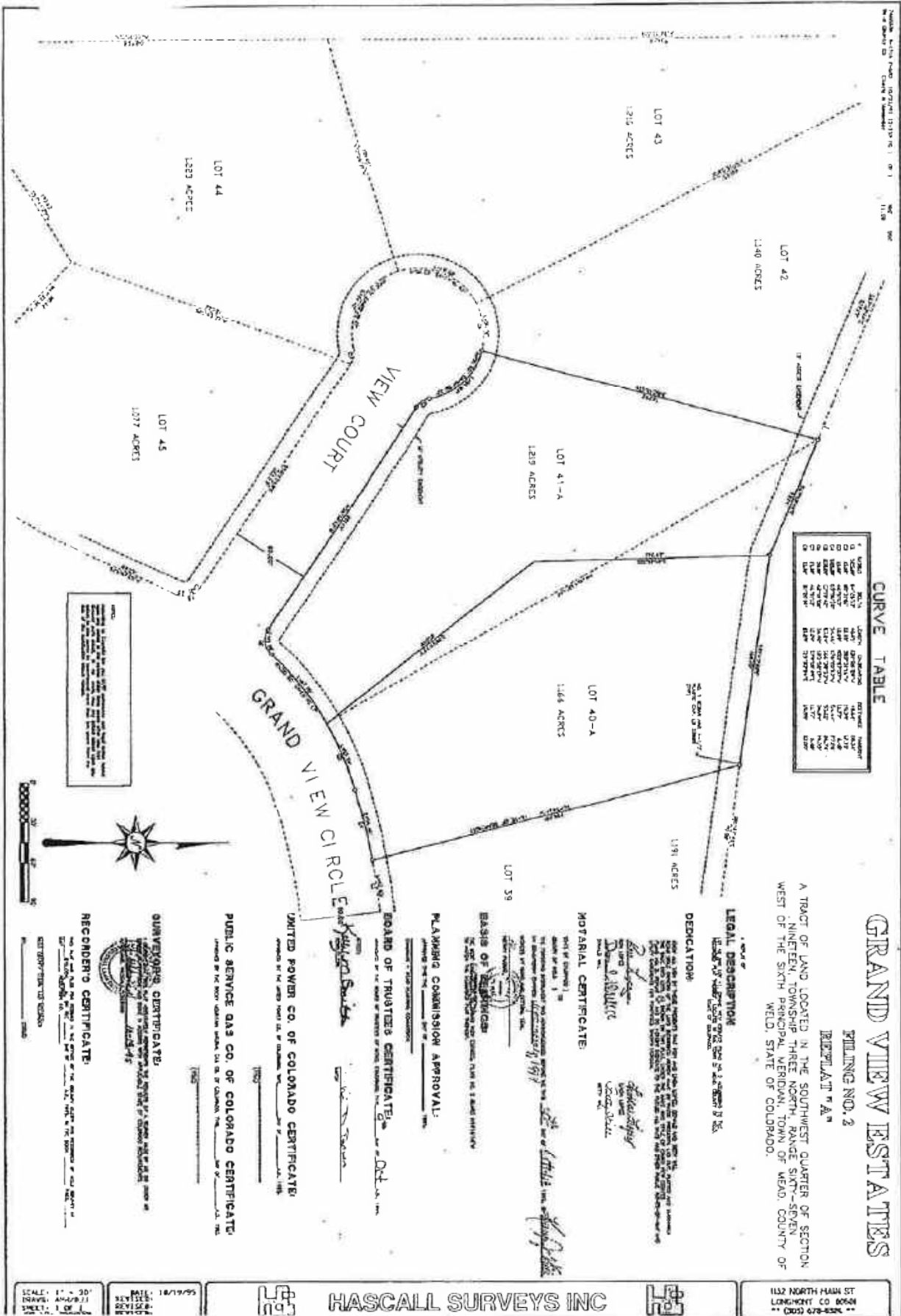
PLANNING COMMISSION APPROVAL

Received of the 1st of August 1888
Margaret Fielding

MAJOR'S CERTIFICATE



RECEIVED BY CORRESPONDENT



GRAND VIEW ESTATES FILING 2, REPLAT C

A Replat of Lots 14 & 15 of Grand View Estates Filing No. 2 and Lot 16B of Grand View Estates Filing No. 2 Replat B,
Being Part of the Southwest Quarter of Section 19, Township 3 North, Range 67 West of the 6th P.M.,
Town of Mead, County of Weld, State of Colorado

SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO.

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SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

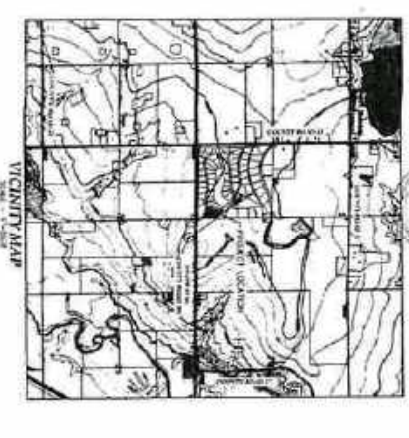
BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO.

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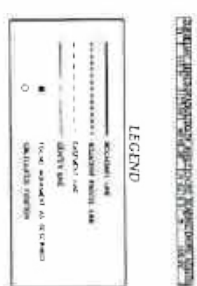


SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO.

SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO.



LOT 14
Professional Land Surveyor's
6250 N. 10th St. Unit 2
Greely, CO 80634
G-970-515-5294

FILE	DATE	FILED	DATE	FILED	DATE
5036516	06/20/2025	5036516	06/20/2025	5036516	06/20/2025
5052166	09/10/2025	5052166	09/10/2025	5052166	09/10/2025

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