

Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for North Ridge Meadows

September 29, 2024

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for North Ridge Meadows, Colorado was made on January 1, 2007 by North Ridge Meadows and amended and restated on September 29, 2024.

RECITALS

- A. **Status of Declarant.** On October 23, 2022, the Declarant did assign, transfer, and convey certain the assigned rights (as defined in the Declaration of Covenants, Conditions, Restrictions, and Easements dated January 1, 2007) to the HOA, which assigned rights including, without limitation, any of its rights and interests arising in, under and otherwise in connection with the Governing Documents. All references to the Declarant in the governing documents are hereby deleted.
- B. The HOA desires to protect and maintain North Ridge Meadows as a prime residential area of high quality and value to enhance and protect its desirability and attractiveness and to provide for the maintenance of the common areas serving the subdivision.

ARTICLE 1 DECLARATION AND SUBMISSION

- Section 1.1 The HOA hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, restrictions, and easements, which are to protect the value and desirability of North Ridge Meadows, and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Property.

ARTICLE 2 DEFINITIONS

Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the same meanings specified or used in the Act. The following terms when used in this Declaration or any amendment or supplement hereto shall have the following meanings:

- Section 2.1 "Allocated Interests" shall mean a fraction or percentage of the Common Expenses of the HOA and a portion of the votes in the HOA allocated to each Lot per Articles 4 and 8.
- Section 2.2 "Annual Owners Meeting" shall mean a meeting called by the Executive Board of all Owners to vote on the annual budget and Assessments, elect Executive Board members, and discuss business. The meeting is required annually and shall take place at least thirty (30) days before the due date of Periodic Assessments (see *Section 8.4 Periodic Assessments*).
- Section 2.3 "Assessments" shall mean the Periodic, Special, and Default Assessments levied according to Article 8.

- Section 2.4 "Bylaws" shall mean the Bylaws adopted by the HOA, as amended from time to time.
- Section 2.5 "Common Elements" shall mean all the real property and Improvements thereon, if any, in which the HOA owns an interest for the common use and enjoyment of all the Members on a nonexclusive basis. Such interest may include, without limitation, estates in fee, for terms of years, or easements. The Common Elements are designated as "open space" on the Plat of North Ridge Meadows Subdivision.
- Section 2.6 "Common Expense" shall mean (i) all expenses expressly declared to be common expenses by this Declaration, or the Bylaws of the HOA; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, or repairing the Common Elements and the Irrigation System; (iii) insurance premiums for the insurance carried under Article 7; and (iv) all expenses lawfully determined to be Common Expenses by the Executive Board of the HOA, including, but not limited to, any allocations to reserves.
- Section 2.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements of North Ridge Meadows, including any amendments and the Plat.
- Section 2.8 "Design Review Committee" or "DRC" shall mean the committee created by the HOA to establish architectural controls over the community to ensure the appropriate development and improvement of North Ridge Meadows.
- Section 2.9 "Dwelling Unit" shall mean a structure including one (1) or more habitable rooms arranged, occupied, or intended to be occupied by not more than one (1) family with facilities for living, sleeping, cooking, and eating.
- Section 2.10 "Director" shall mean a member of the HOA's Executive Board.
- Section 2.11 "Executive Board" shall mean the governing body of the HOA elected to perform the obligations of the HOA relative to the operation, maintenance, and management of the Development and all improvements on the North Ridge Meadows Subdivision.
- Section 2.12 "First Mortgage" shall mean any Mortgage the priority of which is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute; "First Mortgagee" means any person named as mortgagee in a First Mortgage.
- Section 2.13 "HOA" shall mean the North Ridge Meadows Owners' Association.
- Section 2.14 "HOA Documents" shall mean this Declaration, the bylaws of the HOA, and any design regulations, procedures, rules, regulations, or policies adopted under such documents by the HOA.

- Section 2.15 "Improvements" shall mean structures installed or moved upon a Lot, and all structures and any appurtenances thereto or components thereof of every type or kind, and of every use, and all landscaping, grading, and other improvements to the property, including, replacement, refinishing, resurfacing, and repair of existing Improvements, but specifically excluding all facilities and services owned, constructed or maintained by local government.
- Section 2.16 "Irrigation System" shall mean all Duke Ditch and Short Ditch shares deeded to the property comprising North Ridge Meadows and the infrastructure to bring the water to each Lot. All irrigation water shall be equally owned by all 35 Lots. The Irrigation System shall be a maintained by the HOA as a Common Expense.
- Section 2.17 "Lot" shall mean a platted Lot in the North Ridge Meadows.
- Section 2.18 "Member" shall mean every person or entity who holds membership in the HOA.
- Section 2.19 "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any Lot or interest therein as security for payment of a debt or obligation. A mortgage is also defined as a Security Interest under the Act. "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.
- Section 2.20 "Owner" shall mean the person or persons, entity or entities, who own of record, according to the real property records of Delta County, Colorado, fee simple title to a Lot.
- Section 2.21 "Plat" shall mean the land survey plat depicting the Subdivision, recorded in the records of Delta County, Colorado on October 29, 2007, at Reception No. 620141, and any supplements and amendments thereto.
- Section 2.22 "Quorum" shall mean that a minimum of 25% of Allocated Interests (Lot Owners), in person or by proxy, shall be present at any meeting requiring a Quorum to make the voting at that meeting valid. Executive Board meetings shall not require a Lot Owner Quorum.

ARTICLE 3
NAME, LOCATION, AND NUMBER OF LOTS

- Section 3.1 Name. The name of the subdivision is North Ridge Meadows.
- Section 3.2 Description. North Ridge Meadows is situated in the County of Delta and the Town of Hotchkiss, State of Colorado, and is a planned community as defined in the Act.

Section 3.3 HOA. The name of the HOA is North Ridge Meadows Owners' Association to be incorporated under the laws of the State of Colorado as a nonprofit corporation to exercise the functions as herein set forth.

Section 3.4 Number of Lots. The number of Lots in North Ridge Meadows is thirty-five (35.). All assessments and the charges, fines, liquidated damages, penalties, or other amounts, established and collected from the HOA as outlined in this Declaration, shall be assessed against all thirty-five (35) Lots within the North Ridge Meadows per the legal description of such Lots as they each existed as of January 1, 2007. By way of example only, should an Owner vacate the lot line between two adjoining Lots each owned by such Owner, thus creating a single Lot, the resulting Lot shall be assessed as if it were the original two lots, and the Owner shall remain responsible for all assessments levied against the resulting Lot as assessed as if the lot-line adjustment had not been made. This provision shall apply if there is a single common Owner and will also apply if the adjoining Lots are owned by legal entities (including trusts) with any common ownership.

ARTICLE 4 MEMBERSHIP, VOTING RIGHTS; HOA OPERATIONS

Section 4.1 Membership in HOA. Every Owner is a Member of the HOA. Said membership is mandatory and appurtenant to the Lot of said Owner; the ownership of the membership for a Lot by an Owner shall automatically pass with fee simple title to the Lot. If the title of a Lot is held by more than one Owner, the membership related to that Lot shall be shared by all such Owners in the same proportionate interest and by the same type of interest in which the title or leasehold of a Lot is held. An Owner shall be entitled to one membership for each Lot owned by him. If the title of a Lot is held by a corporation, the membership related to that site shall be issued in the name of the corporation, and the corporation shall designate to the HOA in writing the name of one natural person 18 years of age or older who shall have the power to vote said membership at any meeting of Members, and to serve if elected as a Member of the HOA's Executive Board in the name of the corporation. The membership of an Owner in the HOA may not be transferred except in connection with the transfer of the title of the Site; provided, however, that the rights of membership may be assigned to a mortgagee as further security for a loan secured by a first lien on a Lot.

Section 4.2 Voting. Except as otherwise provided for in this Declaration, each Member shall be entitled to vote in HOA matters under this Declaration based on his Allocated Interests, defined in Section 2.1. In no event shall more than one vote be cast for any one Lot. Each of the 35 Lots shall be granted one vote even if Lots have been combined. Proxy votes shall count as physically present, if enough proxies have been executed, there shall be a Quorum. Any Owner may assign his voting right to his tenant, provided that a proxy is executed. Except as otherwise stated in this Declaration, a 51% majority vote shall be required to ratify any vote.

Section 4.3 Owners' and HOA's Addresses for Notices. All Owners of each Lot shall have one registered mailing address to be used by the HOA or by other Owners for all matters requiring postal mail. Electronic mail shall be used when postal mail is not required. The Owner or the Lot Owner's representative shall furnish one registered postal mailing address and any/all email addresses to the Secretary of the HOA within ten (10) days after the transfer of title to the Lot to such Owner(s). The registration shall be in written form and signed by all the Owners of the Lot or by such persons as are authorized to represent the interests of all Lot Owners. If no address is registered or if all the Owners cannot agree, then the address of the Lot shall be deemed their registered address until another registered address is furnished as required under this section. If the address of the Lot is the registered address of the Owner(s), then any notice shall be deemed duly given if delivered to any person occupying the Dwelling Unit on the Lot, or, if the Dwelling Unit is unoccupied, if the notice is held and available for the Owners at the HOA's principal office.

All notices and demands intended to be served upon the Executive Board or Design Review Committee shall be delivered per the instructions and address(es) posted on the Website <https://www.northridgemeanowhoa.com/>.

Section 4.4 Books and Records. The HOA shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the HOA Documents, the books, records, and financial statements of the HOA prepared under the Bylaws, and minutes of Executive Board and committee meetings. The HOA may charge a reasonable fee for copying such materials. The HOA shall maintain such books and records as may be required under the Act or by other applicable law.

Section 4.5 Manager. The HOA may employ or contract for the services of a manager to whom the Executive Board may delegate certain powers, functions, or duties of the HOA, as provided in the Bylaws of the HOA.

Section 4.6 Implied Rights and Obligations. The HOA may exercise any right or privilege expressly granted to the HOA in the HOA Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the HOA under the HOA Documents or reasonably necessary to effect any such right or privilege. The HOA shall perform all the duties and obligations expressly imposed upon it by the HOA Document, and every other duty or obligation implied by the express provisions of the HOA Documents or necessary to reasonably satisfy any such duty or obligation.

Section 4.7 Powers of the HOA. On behalf of the HOA, the Executive Board, shall have the power to:

- A. administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions outlined in the Declaration, and supplements thereto;
- B. adopt and amend Bylaws and Rules;

- C. adopt and amend budgets for revenues, expenditures, and reserves per the Act;
- D. collect Assessments from Lot Owners;
- E. collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws;
- F. hire and discharge managing agents;
- G. hire and discharge independent contractors, employees, and agents other than managing agents;
- H. institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of or otherwise enforce the HOA's Declaration, Bylaws, or Rules in the HOA's name, on behalf of the HOA or two or more Lot Owners on matters affecting the Subdivision;
- I. make contracts and incur liabilities;
- J. regulate the use, maintenance, repair, replacement, and modification of the Common Elements, including the power to approve fees or changes for the maintenance of the Common elements;
- K. incur such costs and expenses, to designate and remove personnel, and to enter into contracts as may be necessary to keep in good order, and condition, and repair or improve all of the Common Elements and items of common personal property as provided herein and in the Declaration; acquire, hold, encumber, and convey, in the HOA's name, any right, title, or interest to real estate or personal property; provided, however, there shall be no alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure over \$3,000 without the prior approval of the Owners representing an aggregate ownership interest of 60% or more;
- L. establish a bank account or accounts for the common treasury and for all separate funds that are required or may be deemed advisable;
- M. keep and maintain full and accurate books and records showing all of the receipts and disbursements and to permit examination thereof at any reasonable time by each of the Owners and their Mortgages;
- N. hold an Annual Owners Meeting at least thirty (30) days before the Periodic Assessment due date;
- O. grant easements, leases, licenses, and concessions through or over the Common Elements;

- P. impose a reasonable charge for late payment of Assessments and levy reasonable fines for violations of the Declaration, the Bylaws, or the Rules;
- Q. impose a reasonable charge for the preparation and recording of amendments to the Declaration and for a statement of unpaid assessments;
- R. provide for the indemnification of the HOA's officers and Executive Board, and maintain Directors' and officers' liability insurance;
- S. assign the HOA's right to future income, including the right to receive assessments;
- T. adopt and publish rules and regulations governing the use of the Common Elements and governing the personal conduct of the Owners and their guests, and the HOA shall establish penalties, including, without limitation, the imposition of fines for the infraction of such rules and regulations;
- U. suspend the voting rights of an Owner during any period in which such Owner is in default on payment of any assessment;
- V. exercise any other matter conferred or inferred by the Declaration and these Bylaws.
- W. exercise any other power that may be exercised in the state by a legal entity of the same type as the HOAs; and
- X. exercise any other power necessary and proper for the governance and operation of the HOA.

Section 4.8 Executive Board Powers, Duties, and Limitations. Executive Board members shall be elected at the Annual Owners Meeting per *Section 2.22 Quorum* and *Section 4.2 Voting*. The Owners may remove an Executive Board Member with or without cause at any time by an instrument directly or electronically signed by at least 67% of Owners. Proxies shall not be allowed to remove Executive Board Members.

An Executive Board Member may resign from the Executive Board at any time by delivering written notice to another Executive Board Member. Resignation is effective upon receipt of the notice or at such future time as is stated in the notice.

Executive Board Member terms shall be staggered to provide continuity. Only one Executive Board position shall be planned for election per year.

The Executive Board shall have, subject to the limitations contained in this Declaration, the powers and duties necessary for the administration of the affairs of the HOA. The Executive Board shall not act on behalf of the HOA to amend this Declaration, to terminate the common interest or to elect Members of the Executive Board, or determine the qualifications, powers, duties, or terms of office of Executive Board

Members, however, the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE 5
LOTS AND COMMON ELEMENTS DESCRIPTIONS

Section 5.1 Lot Boundaries. Boundaries of each Lot created by the Declaration are shown on the Plat, and may hereafter be transferred by using the following legal description:

Lot . North Ridge Meadows according to the plat recorded at Reception No. 620141 on October 29, 2007, Delta County, Colorado.

Section 5.2 Common Elements. The Common Elements are shown on the plat under the title "open space".

ARTICLE 6
MAINTENANCE OF THE COMMON INTEREST COMMUNITY

Section 6.1 Maintenance of Lots.

- A. Each Owner shall be solely responsible for all maintenance and repair of his Lot, including all Improvements located therein or on, and is required to maintain the Lot and any Improvements located thereon in a condition of good order and repair. No Owner shall unreasonably damage the value of other Lots by the neglected upkeep of his Lot.
- B. Utility or service connections, facilities, or other utility equipment and property located in, on, or upon a Lot used solely to supply a service or utility to such Lot shall be owned by the Lot Owner using such utility or service, and all expenses and liabilities for repair and maintenance shall be borne solely by the Lot Owner, who shall have a perpetual easement in and to that part of such other Lots containing such property for purposes of maintenance, repair, and inspection.
- C. No Owner shall construct any structure or Improvements or make any structural or design change (including a color scheme change), either permanent or temporary and of any type or nature whatsoever to the exterior of his Lot or construct any addition or Improvement to his Lot without first obtaining the prior written consent of the DRC under Article 13.

Section 6.2 Owner's Failure to Maintain or Repair. If a Lot and the Improvements thereon are not properly maintained and repaired by an Owner, or if the Improvements on the Lot are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed Improvements to substantially repair, replace or reconstruct to the same condition in which they existed before the damage or destruction, then the HOA, after

30 days prior written notice to the Owner and with the approval of the Executive Board, shall have the right to enter the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other Improvements there onto a condition of good order and repair. All costs incurred by the HOA in collection with the restoration shall be reimbursed to the HOA by the Owner of the Lot, upon demand. All un-reimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied per Article 8.

Section 6.3 Maintenance by HOA. The HOA shall maintain and keep the Common Elements in good repair. This maintenance shall include, but shall not be limited to, upkeep, repair, and replacement, subject to any insurance then in effect, of all landscaping, signage, Irrigation System, and Improvements, if any, located in the Common Elements. The cost of such maintenance shall be funded as provided in Article 8. The HOA shall also be responsible for the elimination and control of noxious weeds on all Common Elements following local and state laws and regulations.

Section 6.4 Maintenance Contract. The HOA of the Executive Board may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the HOA to maintain the Common Elements. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Executive Board. The Executive Board shall not be liable for any duty, power, or function so delegated by a written instrument executed by or on behalf of the Executive Board.

ARTICLE 7 INSURANCE

Section 7.1 Coverage. To the extent reasonably available, the HOA shall obtain and maintain insurance coverage as outlined in this Article. If such insurance is not reasonably available, and the HOA determines that any insurance described in this Article shall not be maintained, the HOA shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and at their last known addresses. The HOA shall obtain and maintain:

- A. Property Insurance. Property insurance shall cover the Common Elements, any personal property owned by the HOA, and the Improvements on the Common Elements for broad from covered causes of loss. The property insurance shall be for an amount equal to 100% of the actual cash value at the time the insurance is purchased and at each renewal date. The maximum deductible shall be one percent of the policy face amount.
- B. Liability Insurance. The HOA shall obtain and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership of the Common Elements in an amount to be determined by the HOA, but in no event shall it be less than \$1,000,000. The insurance shall cover

all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and the activities of the HOA.

Insurance policies required by this section shall provide that: (a) the insurer waives the right to subrogation under the policy against an Owner, (b) an act or omission of an Owner shall not void the policy or be a condition of recovery under the policy; (c) if at the time of loss, there is other insurance in the name of an Owner which covers the same risk, the HOA's policy provides primary insurance; (d) losses must be adjusted with the HOA; (e) insurance proceeds shall be paid to the HOA, or its designated Trustee, to be held in trust for each Owner; and (f) the insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the HOA.

- Section 7.2 Fidelity Insurance. A blanket fidelity bond may be provided at the option of the HOA to protect against dishonest acts on the part of its officers, Directors, trustees, and employees, and on the part of all others who handle or who are responsible for handling funds delegated to a Manager, such bond shall be obtained for the Manager and its officers, employees, and agents, as applicable. Such fidelity coverage shall name the HOA as an obligee and shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the HOA, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.
- Section 7.3 Personal Liability Insurance of Officers and Directors. To the extent obtainable at reasonable cost, appropriate personal liability insurance shall be maintained by the HOA to protect the officers and Directors from personal liability concerning their duties and responsibilities in acting as such officers and Directors on behalf of the HOA.
- Section 7.4 Other Insurance. The HOA may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate for the HOA's responsibilities and duties.
- Section 7.5 Insurance Obtained by Owners. Each Owner may obtain physical damage and liability insurance for such Owner's benefit, at such Owner's expense, covering the Owner's Lot and Improvements, personal property, and personal liability (Except to the extent any such Lot is encumbered by an easement conveyed to the HOA as Common Elements). In addition, an Owner may obtain such other and additional insurance coverage on the Lot as such Owner, in the Owner's sole discretion, shall conclude to be desirable; provided, however, that none of such insurance coverage obtained by the Owner shall operate to decrease the amount which the HOA, on behalf of all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the HOA or cause the diminution or termination of that insurance coverage.
- Section 7.6 General Insurance Provisions. All insurance coverage obtained by the HOA shall be governed by the following provisions:

- A. The deductible amount, if any, on any insurance policy purchased by the HOA may be treated as a Common Expense payable from Annual Assessments or Special Assessments, or as an item to be paid from working capital reserves established by the HOA; or alternatively, the HOA may treat the expense as an assessment against an Owner whose Lot is specifically affected by the damage or whose negligence or willful act resulted in damage.
- B. The insurance coverage described in this Article shall be considered minimum coverage and the HOA shall be obligated to secure and maintain such other or additional coverage as may be required by law.
- C. Except as otherwise provided by the HOA according to this Article, insurance premiums shall be a Common Expense to be paid by regular Assessments levied by the HOA.
- D. The named insured under any such policies shall include the HOA, as a trustee for the Owners and their Mortgagees, as their interests may appear, or the authorized representative of the HOA who shall have exclusive authority to negotiate losses and receive payments under such policies.
- E. In no event shall the insurance coverage obtained and maintained according to this Article be brought into contribution with insurance purchased by the Owners or their Mortgagees.

ARTICLE 8 ASSESSMENTS FOR COMMON EXPENSES

Section 8.1 Obligation. Each Owner, by accepting a deed for a Lot, is deemed by covenant to pay to the HOA: (i) the periodic assessments as necessary to meet the Common Expenses of maintenance and management of the Common Elements and to perform the functions of the HOA; (ii) special assessment for capital improvements and other purposes as stated in this Declaration, if permitted by law; and (iii) default assessments which may be assessed against a Lot for the Owner's failure to perform an obligation under the HOA Documents or because the HOA has incurred an expense on behalf of the Owner under the HOA Documents.

Section 8.2 Purpose of Periodic Assessments. The Assessments shall be used for the improvement and maintenance of the Common Elements and the Irrigation System, the operation of the HOA, and the maintenance of a reserve fund as more fully outlined in this Declaration. The Periodic Assessments shall, at minimum, be sufficient to pay annual operating costs. The reserve fund shall not be used to pay for annual operating costs.

Section 8.3 Approval of Annual Budget, Periodic Assessments and Special Assessments. The Owners shall vote on the annual budget and Periodic Assessments at the Annual Owners Meeting. Per *Section 2.22 Quorum* and *Section 4.2 Voting* a Quorum of 25% of Owners

shall be required to conduct a vote and a 51% majority vote shall be required for ratification. If the proposed budget or Periodic Assessments are rejected, the annual budget and Periodic Assessments last ratified by the Owners shall be continued until the Owners ratify a revised budget and Periodic Assessments as proposed by the Executive Board.

Special Assessments shall be approved per *Article 2.21 Quorum* and *Article 4.2 Voting*. When possible Special Assessments shall be voted on at the Annual Owners Meeting. If Special Assessments are required in an emergency repair situation the Executive Board shall call a special meeting to conduct a vote.

Note: Per *Section 4.7 Powers of the HOA* "there shall be no alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure over \$3,000 without the prior approval of the Owners representing an aggregate ownership interest of 60% or more".

Section 8.4 Periodic Assessments. Periodic assessments for Common Expenses shall be based upon the approved annual operating budget and any necessary reserve fund contributions. The operating budget shall pay for Common Expenses that shall include, but shall not be limited to, the cost of routine maintenance or the Common Elements and the Irrigation System; expenses of management; taxes and insurance premiums for insurance coverage as deemed desirable or necessary by the HOA; landscaping, care of grounds within the Common Elements; wages; common water and utility charges for the Common Elements; legal and accounting fees; management fees; expenses and liabilities incurred by the HOA because of this Declaration; payment of any default remaining from a previous assessment period; and the creation or replenishment of a reasonable reserve fund for improvement of the Common Elements and the Irrigation System.

Periodic Assessments shall be payable on a prorated basis each year in advance and shall be due on the first day of each March, or such other date as the Executive Board may determine. The omission or failure of the HOA to fix the Periodic Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The HOA shall have the right, but not the obligation, to make prorated refunds of any periodic assessments over the actual expenses incurred in any fiscal year.

Section 8.5 Property Transfer Fee. Within ten (10) days after the transfer of title to a Lot, the new Owner shall make a non-refundable payment to the HOA in a sum that shall from time to time be determined by the Executive Board. The sum shall be held by the HOA in the reserve fund. Such payment shall not relieve an Owner from making regular payments of Assessments as they become due.

Section 8.6 Apportionment of Periodic Assessments. Each Owner shall be responsible for his share of the Common Expenses under the Allocated Interests, subject to the provisions of this Article. All assessments and the charges, fines, liquidated damages, penalties, or other amounts, established and collected from the HOA as outlined in this Declaration, shall be assessed against all thirty-five (35) Lots within the North Ridge Meadows per the

legal description of such Lots as they each existed as of January 1, 2007. By way of example only, should an Owner vacate the lot line between two adjoining Lots each owned by such Owner, thus creating a single Lot, the resulting Lot shall be assessed as if it were the original two lots, and the Owner shall remain responsible for all assessments levied against the resulting Lot as assessed as if the lot-line adjustment had not been made. This provision shall apply if there is a single common Owner and will also apply if the adjoining Lots are owned by legal entities (including trusts) with any common ownership.

Section 8.7 Special Assessments. In addition to the Periodic Assessments authorized by this Article, the Owners may approve in any fiscal year one or more Special Assessments, if permitted by applicable law, payable over such a period as the Owners may determine, for defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of Improvements within the Common Elements, or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed according to this section shall be assessed to Owners in the same proportion as provided for Periodic Assessments, subject to the requirements that any extraordinary maintenance, repair, or restoration work on fewer than all of the Lots shall be borne by the Owners of those affected Lots only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner's residence or the action of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner.

Section 8.8 Default Assessments. All monetary fines assessed against an Owner according to the HOA Documents, or any expense of the HOA which is the obligation of an Owner or which is incurred by the HOA on behalf of the Owner according to the HOA Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration.

Section 8.9 Effect of Nonpayment; Assessment Lien. Any assessment installment, whether of any Periodic, Special, or Default Assessment, which is not paid within thirty (30) days of its due date shall be delinquent. If an Assessment installment becomes delinquent, the HOA, in its sole discretion, may take any or all of the following actions:

- A. Assess a late charge for each delinquency in such amount as the Executive Board deems appropriate;
- B. Assess an interest charge from the date of delinquency at the yearly rate established by the Executive Board, not to exceed 21% per annum;
- C. Suspend the voting rights of the Owner during any period of delinquency;
- D. Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- E. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and

- F. File a statement of lien for the Lot and proceed with foreclosure as set forth below.

Assessments chargeable to any Lot shall constitute a continuing lien on such Lot, including any Improvement on the Lot. To evidence the lien created under this section, the HOA may, but is not required to, prepare a written notice setting forth (i) the address of the HOA, (II) the amount of such unpaid indebtedness, (III) the amount of accrued penalty on the indebtedness, (IV) the name of the Owner of the Lot, and (V) a description of the Lot. The notice shall be signed and acknowledged by the HOA President or Vice President, the HOA's attorney, or by the Manager, and the HOA shall serve the notice upon the Owner by electronic and postal mail to the Owner's addresses on file with the HOA. At least ten (10) days after the HOA mails the Owner such a notice, the HOA shall record the notice in the office of the Clerk and Recorder of Delta County, Colorado. Such lien for Assessments shall be attached from the due date of the Assessment. Thirty (30) days following the date the HOA mails the notice, the HOA may institute foreclosure proceedings against the defaulting Owner's Lot in the manner of foreclosing a mortgage on real property under Colorado law. In the event of any such foreclosure, the Owner shall be liable for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The HOA shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

The HOA shall be entitled to costs and reasonable attorney's fees in any action brought by the HOA under this section.

Section 8.10 Personal Obligation. The amount of any Assessment chargeable against any Lot shall be a personal and individual debt of the Lot Owner. No Owner may exempt himself from liability for the Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 8.11 Successor's Liability for Assessment. In addition to the personal obligation of each Owner to pay all Assessments and the HOA's perpetual lien for such Assessments, all successors to the fee simple title of a Lot, except as provided below, shall be jointly and severally liable with the prior Owner or Owners thereof for all unpaid Assessments, interest, late charges, costs, expenses, and attorney's fees against such Lot without prejudice to such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor shall be personal and shall not terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor shall be entitled to rely on the Status of Assessment Payment by or on behalf of the HOA under this Article.

- Section 8.12 Subordination of Lien. The lien of the Assessments provided for in this Declaration shall be subordinate to (i) the lien of real estate taxes and special governmental assessments, (ii) liens and encumbrances recorded before the recordation of the Declaration, and (iii) liens for all sums unpaid for a first lien security interest on a Lot recorded before the date on which the assessment sought to be enforced became delinquent, subject to the priority granted to the HOA's lien under the Act. The lien of the Assessments shall be superior to and before any homestead exemption provided now or in the future by the laws of the State of Colorado. An Owner's transfer of any Lot shall not affect the HOA's lien except that the sale or transfer of any Lot according to foreclosure of any first mortgage, or any proceeding in lieu thereof, or cancellation or forfeiture shall only extinguish the HOA's liens as provided in the Act. The amount of such extinguished lien may be reallocated and assessed to all Lots as a Common Expense at the direction of the Executive Board. No sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, or the Lot from the lien of, any Assessments made after the sale or transfer.
- Section 8.13 Notice to Mortgagee. The HOA shall report to any Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same shall have become due if such Mortgagee first shall have furnished to the HOA written notice of the Mortgage and a request for notice of unpaid Assessments. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment payable concerning such Lot, together with all costs and expenses incurred concerning the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.
- Section 8.14 Statement of Status of Assessment Payment. The HOA shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee, upon written request, by certified mail, first-class postage prepaid, return receipt, to the HOA's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the HOA, the Executive Board, and every Owner. If no statement is furnished to the Owner or holder of a security interest or their designee, by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, the HOA shall have no right to a lien upon the Lot for unpaid assessments which were due as of the date of the request.

ARTICLE 9 MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Lots. To the extent applicable, necessary, or proper, the provisions of this Article apply to this Declaration and the Articles and Bylaws of the HOA.

- Section 9.1 Title Taken by Mortgagees. Any Mortgagee holding a First Mortgage of record against a Lot who obtains title to the Lot according to remedies exercised in enforcing the Mortgage, including foreclosure of the Mortgage or acceptance of a deed instead of

foreclosure, shall be liable for all Assessments due and payable as of the date title to the Lot is acquired or could have been acquired under Colorado law, whichever is earlier; provided, however, that the lien of the HOA for unpaid assessments shall not have priority over a First Mortgage in the amount of more than six (6) regular Common Expense assessments.

Section 9.2 Notice of Action. Any First Mortgagee, upon written request to the HOA, shall be entitled to timely written notice of:

- A. Any proposed amendment of the HOA Documents effecting a change in the boundaries of any Lot; the interest in the Common Elements appurtenant to a Lot or the liability of Assessments related thereto; the number of votes in HOA matters allocated to a Lot; or the purposes to which any Lot or Common Elements are restricted.
- B. Any condemnation loss or any casualty loss that affects a material portion of a Lot upon which a First Mortgage is held.
- C. Any delinquency in the payment of Assessments owed by an Owner subject to the mortgage where such delinquency has continued for a period of sixty (60) days.

Section 9.3 Action by Mortgagee. If this Declaration or any HOA Documents require the approval of Mortgagees to any action, then, if any Mortgagee fails to respond to any written request for such approval delivered by certified mail, return receipt requested, within thirty (30) days after such Mortgagee receives notice of the request, such Mortgagee shall be deemed to have approved such request.

Section 9.4 Right to Pay Taxes and Charges. Mortgagees who hold First Mortgages against Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common area, and Mortgagees making such payments shall be owed immediate reimbursement therefore from the HOA.

ARTICLE 10 DURATION OF COVENANTS AND AMENDMENT

Section 10.1 Term. The covenants, easements, and restrictions of this Declaration shall run with and bind the Property in perpetuity.

Section 10.2 Amendment. This Declaration, or any provision of it, may be amended at any time by 67% or greater of Allocated Interests (Lot Owners entitled to vote). Votes shall be in writing; proxies shall not be allowed to amend this Declaration. Any Amendment shall be executed by the HOA President and recorded in the office of the Clerk and Recorder of Delta County, Colorado. Vote documentation shall be kept on file in the HOA office.

Section 10.3 Nonmaterial Amendments by HOA. The HOA may amend, without the consent of the Owners, the Declaration or the Plat to correct typographical, clerical, or technical errors and to comply with the standards, requirements, or guidelines of recognized secondary mortgage markets and similar agencies, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

ARTICLE 11 PROTECTIVE COVENANTS

Section 11.1 Improvements Prohibited. No used or second-hand structure, no building of a temporary character, mobile home, manufactured housing, shipping container, house trailer, tent, or shack shall be placed or used on the development, either temporarily or permanently; except those items that are necessary for construction may be used during the period extending no later than (i) eighteen (18) months after commencement of construction, or (ii) the date of substantial completion of said Improvement, whichever is earlier. The placement, appearance, and maintenance of such temporary structures may be subject to reasonable rules of the HOA.

Section 11.2 Signs. Signs, billboards, poster boards, or advertising structures, including but not limited to "For Sale", "For Rent", or similar real estate signs shall be limited to the size of 3' x 3'.

Section 11.3 Trash. No trash, ashes, or other refuse or debris shall be thrown or dumped on the Lots or Out Lots. The burning of refuse outdoors shall not be permitted. No incinerators or other devices for the burning of refuse indoors shall be constructed or installed. Refuse shall be kept in covered containers, and disposed of with reasonable promptness.

Section 11.4 Pets. No animal of any kind (including horses, livestock, or poultry) shall be bred, raised, or otherwise kept by any person on any part of any lot, except for indoor pets of any number and except for dogs and cats and other common outdoor pets, not to exceed two of any type and an aggregate of three. Uncommon or exotic outdoor pets shall be allowed only at the discretion of the HOA. No Rottweilers or Pitbulls shall be allowed under any circumstances. Pets shall not be kept for breeding or other commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance shall be removed from the Community upon ten (10) days written notice following Notice and Hearing from the Executive Board. The Owner(s) shall hold the HOA harmless from any claim resulting from the behavior of their pets. Clean up: Pet owners must pick up after their pets and must police their pets both in the community and especially in the common area. Pets must be always kept under control. In the event of a dispute, the HOA shall have the final say concerning what constitutes a "nuisance" or "unreasonable disturbance" after giving Owners the appropriate opportunity to be heard

Section 11.5 Noxious or Offensive Activity. No noxious or offensive activity shall be conducted in any Lot, nor shall anything be done or placed on a Lot that is or may become a nuisance, disturbance, or annoyance to others. Snowmobiles are not allowed to operate within North Ridge Meadows.

Section 11.6 Maintenance of Lots and Outside Storage. Every Lot, including the Improvements thereon, shall be kept and maintained by the Owner thereof in a clean, safe, and attractive condition and in good repair. Owners are responsible for maintaining the landscaping of that area between their property boundary and the edge of the asphalt where a road borders their Lot.

Unimproved Lots shall not be used for any purpose; this includes parking vehicles or recreational vehicles of any kind, storing any object, or using the Lot for recreational purposes.

Section 11.7 Annoying Lights, Sounds, or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be emitted from any Lot which is noxious or unreasonably offensive to other Owners.

Section 11.8 Fences. Before the erection of any fence or other carrier, the Owner must obtain written approval from the Design Review Committee.

Section 11.9 Natural State. No hunting, target practice, discharge of firearms, or disturbance of the natural state is permitted in the development.

Section 11.10 Restrictions on Use. No part or parcel of the Lots shall be used for purposes other than residential purposes. The determination as to whether the use is incidental or accessory to single-family residential purposes shall be made by the HOA, but under no circumstance shall such incidental or accessory use be construed to permit the carrying on of any trade, business, profession, or employment (other than a home occupation as may be permitted under applicable zoning codes, ordinances or regulations may permit home occupations), or use of the Lot for a boarding house or a short-term rental.

Section 11.11 Vehicular Parking, Storage, and Garages.

A. Vehicle Parking and Storage.

All vehicles parked on a Lot shall be parked on a paved or gravel parking pad and a paved or gravel track shall be provided to convey the vehicle on and off the Lot without tracking dirt or mud onto the sidewalk. The track shall extend across the parking strip.

No recreational vehicles shall be stored on the street. Each Dwelling Unit is limited to the outside storage, within the Owner's property boundary, of two (2) large recreational vehicles and two (2) small recreational vehicles. An unlimited number of recreational vehicles may be stored in a fully enclosed structure.

Owners who own two (2) adjoining Lots shall not be allowed additional outside recreational vehicle storage unless there is a Dwelling Unit on each lot. Recreational vehicles include but are not limited to, travel trailers, campers, watercraft, off-highway vehicles, two-wheeled vehicles, snowmobiles, and hauling trailers. The Executive Board shall determine, in its sole discretion, what constitutes a recreational vehicle and whether that vehicle is large or small.

Each Dwelling Unit shall be allowed to park one (1) business related vehicle on the street or outside on the Owner's Lot. An unlimited number of business related vehicles may be stored in a fully enclosed structure.

No oversized vehicles, (except for business related vehicles as provided in this section), heavy equipment, or heavy machinery shall be parked or stored within the North Ridge Meadows; vehicles or equipment necessary for construction or maintenance, in an emergency, and as a temporary expedience for loading or delivery of goods or services shall be allowed.

- B. No abandoned or inoperable vehicles of any kind shall be stored or parked on the Lots or on the streets of North Ridge Meadows. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, travel trailer, camper, house trailer, recreational vehicle, or other similar vehicle, that has not been driven under its own propulsion for seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein. The seventy-two (72) hour period also applies to improperly stored or parked watercraft. If the HOA determines that a vehicle parked in a driveway is an abandoned or inoperable vehicle then a written notice describing said vehicle shall be electronically delivered to the Lot Owner or shall be conspicuously placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after providing such notice, the HOA shall have the right to remove the vehicle, and the vehicle owner thereof shall be solely responsible for all towing and storage charges as incurred by the HOA.

Section 11.13 Conduct of Occupant. Lot Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado and all ordinances, rules, and regulations of the County of Delta and the Town of Hotchkiss. The violating Lot Owner shall hold the HOA and other Lot Owners harmless from all fines, penalties, costs, and prosecutions for any violation or noncompliance.

Section 11.14 Inseparability. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Lot and Improvements thereon shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance of the entire Lot, including each easement, license and all other appurtenant rights created by this Declaration.

Section 11.15 No Partition. The Common Elements shall be owned by the HOA, and no Owner, group of Owners, or the HOA shall bring any action for partition or division of the Common Elements.

Section 11.16 Appearance of Common Elements. The HOA shall maintain the Common Elements in a clean, neat, orderly, and attractive manner.

Section 11.17 Oil and Mining. No oil drilling, oil refining, quarrying, mining operations, or mineral excavations shall be permitted on or in any Lot.

ARTICLE 12 EASEMENTS AND LICENSES

Section 12.1 Existing Easements. The Development shall be subject to all easements shown on the Plat, those of record, and as otherwise outlined in this Article.

Section 12.2 Reserved Easements. The HOA reserves easements on, over, and under the Development for Common Elements maintenance, and construction, maintenance, repair, replacement, and reconstruction of poles, wires, pipes, and conduits for lighting, heating, electricity, gas, telephone, drainage, and any other public or quasi-public utility service purposes, and for sewer and pipes of any kind.

ARTICLE 13 ARCHITECTURAL AND DESIGN REVIEW

Section 13.1 Establishment of Design Review Committee. The Architectural and Design Review Committee, (DRC) shall be responsible for the establishment and administration of Architectural and Design Regulations ("Regulations") to carry out the purposes and intent of this Declaration. The DRC shall consist of three (3) Members, none of whom shall be Executive Board Members. The DRC shall be comprised completely of Owners without regard to special qualifications and the Members shall then be appointed by the Executive Board.

Section 13.2 General Authority of Architectural and Design Review Committee. The DRC shall review, study, and either approve or reject proposed Improvements on the Lots, in compliance with this Declaration and as further outlined in the Regulations, as they may be amended from time to time. No Improvement shall be erected, placed, reconstructed, replaced, repaired, or otherwise altered, nor shall any construction, repair, or reconstruction be commenced until plans for the Improvements have been approved in writing by the DRC. Improvements that are completely within the interior of a structure may be undertaken without such approval if permits have been obtained.

Section 13.3 Submittal. In addition to any requirement of submitting Improvement plans and specifications for approval to the Town of Hotchkiss or Delta County government, the Owner of each Lot shall submit the plans and specifications for the construction, alteration, or addition of Improvements thereon to the DRC, whose prior written consent shall be required before any such Improvements are commenced. Owners shall submit all review requests and documentation to the address provided on the Website <https://www.northridgemeadowhoa.com/>.

Section 13.4 Regulations. The Regulations may include, among other things, at the sole discretion of the DRC, the restrictions and limitations set forth below. See the *Architectural Regulations*. The DRC, with the Executive Board’s approval, has the right to change such Regulations from time to time. The Regulations shall be binding on all Owners and other persons governed by this Declaration.

- A. Procedures and necessary fees for making application to the DRC for design review approval, including the documents to be submitted and the time limits in which the DRC must act to approve or disapprove any submission;
- B. Time limitations for the completion of the Improvements for which approval is required;
- C. Minimum and maximum square foot areas of living space that may be developed on any Lot;
- D. Landscaping regulations, with limitations and restrictions prohibiting the removal or requiring the replacement of existing trees, the type and use of plants, and other practices benefiting the protection of the environment, conservation of water, aesthetics, and architectural harmony of North Ridge Meadows;
- E. General instructions for the construction, reconstruction, refinishing, or alteration of any Improvement, including any plan to excavate, fill, or make any other temporary or permanent change in the natural or existing surface contour or drainage or any installation or trash removal, equipment, and materials storage, grading, transformers, and meters.

Section 13.5 Design Criteria for Proposed Improvements. The DRC shall exercise its reasonable judgment to the end that all attachments, Improvements, construction, landscaping, and alterations to Lots within North Ridge Meadows shall comply with the requirements set forth herein. The approval or consent of the DRC on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious; decisions shall be conclusive and binding on all interested parties. Approval shall be based upon, but not limited to, conformity and harmony of the exterior appearance of structures with neighboring structures, effective location, and use of Improvements on nearby Lots, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. The DRC may condition its approval of any proposed Improvements upon the making of such changes therein as the DRC may deem appropriate in specific situations and may permit compliance with different or alternative compliance. The approval by the DRC of Improvements shall not carry precedential weight when reviewing subsequent requests for approvals, and the DRC shall not be required to approve requests for the same or similar Improvements. In reviewing any matter, the DRC shall not be responsible for passing on safety, whether structural or otherwise, or conformance with building codes or other governmental laws

or regulations, nor shall its approval of Improvements be deemed approval of such matters.

Section 13.6 Expenses. Upon its review of such plans, specifications, and submittals, the DRC may require that the applicant(s) reimburse the committee for actual expenses incurred by it in its review and approval and charge a reasonable deposit to ensure compliance. Upon satisfactory completion of the Improvements, at the sole discretion of the DRC, the deposit shall be refunded. In the event the Improvement is not satisfactorily completed, the deposit may be retained in whole or in part by the HOA. Except as provided in this section all expenses of the DRC shall be paid by the HOA and shall constitute a Common Expense. The DRC shall have the right to charge a fee for each application submitted to it for review, in an amount that may be established by the DRC from time to time, and such fees shall be collected by the HOA to help defray the expenses of the DRC operation. Further, the DRC may retain the services of a third-party consultant to assist the DRC in reviewing a particular application. In such an event, the DRC may charge the applicant for the professional fees incurred in retaining consultants.

Section 13.7 Limitation of Liability. The DRC shall use reasonable judgment in approving or disapproving plans and specifications submitted to it. Neither the DRC nor any individual DRC Member shall be liable to any person for any official act of the DRC in connection with submitted plans and specifications, except to the extent the DRC or any individual DRC Member acted with malice or wrongful intent. Approval by the DRC does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the DRC has approved plans and specifications, neither the DRC nor any of its Members shall be responsible or liable to any Owner, developer, or contractor for any loss or liability. Neither the Executive Board, the DRC, any agent nor any of its partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved per the provisions of the HOA Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the DRC shall be defended and indemnified by the HOA in any such suit or proceeding that may arise because of the DRC's decisions. The HOA, however, shall not be obligated to indemnify each Member of the DRC to the extent that any such Member of the DRC is adjudged to be liable for malice or wrongful intent in the performance of his duty as a Member of the DRC, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but given all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

Section 13.8 Enforcement. Any Member or authorized consultant of the DRC, or any authorized officer, Director, employee, or agent of the HOA may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with the HOA documents and the plans and specifications approved by the DRC.

Every violation of these Covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner shall be applicable. Without limiting the generality of the foregoing, these covenants may be enforced as provided below:

- A. The DRC shall adopt a schedule of fines for failure to abide by the DRC rules and Regulations, including fines for failure to obtain any required approval from the DRC.
- B. The HOA, upon request of the DRC and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of these covenants. The Owner of the Improvement shall immediately reimburse the HOA for all expenses incurred in connection with such removal. If the Owner fails to reimburse the HOA within thirty (30) days after the HOA gives the Owner notice of the expenses, the sum owed to the HOA shall bear interest at the default rate from the date of the advance by the HOA through the date of reimbursement in full, and all such sums and interest shall be a Default Assessment enforceable as provided in this Declaration.
- C. All Improvements commenced on a Lot shall be pursued diligently to completion and shall be completed within eighteen (18) months after commencement, unless an exception is granted in writing by the DRC. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required eighteen-month period, then after notice and opportunity for hearing as provided in the Bylaws, the HOA may impose a fine per day of such reasonable amount as the HOA may set to be charged against the Owner of the Lot until construction is resumed, or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Executive Board that such abandonment is for circumstances beyond the Owner's control. Such charges shall be a Default Assessment and lien as provided in this Declaration.

Section 13.9 Binding Effect. The actions of the DRC by its approval or disapproval of plans and other information submitted to it or concerning any other matter before it shall be conclusive and binding on all interested parties.

ARTICLE 14 GENERAL PROVISIONS

Section 14.1 Enforcement. Except as otherwise provided in this Declaration, the Executive Board, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure of the Executive Board of the HOA, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. All reasonable attorney's fees and costs incurred by the HOA in a suit to enforce the terms hereof shall, if the HOA prevails in such actions, be recoverable from the losing party.

- Section 14.2 Severability. Invalidation of any one of these covenants or restriction by judgment of court order shall in no way affect any other provisions, which shall remain in full force and effect.
- Section 14.3 Conflicts. In case of conflict between this Declaration and the Articles and the Bylaws of the HOA, this Declaration shall control. In case of conflict between the Articles and Bylaws, the Articles shall control.
- Section 14.4 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the Document or the intent of any provision thereof.
- Section 14.5 Gender. The use of masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

ARTICLE 15 OUT LOTS

- Section 15.1 Out Lots. All Out Lots are to be maintained by the HOA. The HOA is responsible for noxious weed control following local and state laws and regulations.

Out Lots A, E, and F: used for open space.

Out Lots B and C: used for retention of stormwater, irrigation, and landscaping.

Out Lot D: used for pedestrian access and utility easement.

ARTICLE 16 IRRIGATION SYSTEM

- Section 16.1 Irrigation System. All irrigation water deeded to the property comprising North Ridge Meadows shall be equally owned by all 35 Lots. The Irrigation System shall be a maintained by the HOA as a Common Expense. The HOA may implement emergency water restrictions if necessary.

ARTICLE 17 CONSTRUCTION REQUIREMENTS

- Section 17.1 Foundation Requirements. Lots 13, 14, 15, 16, and 17 shall require foundation design by a Colorado Registered Engineer before any construction, these engineered drawings shall be part of the submittal to the DRC. Foundation construction shall be inspected and signed off by the designing engineer.

Signature Page for Declaration of North Ridge Meadows Subdivision

Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for North Ridge Meadows Subdivision were reviewed by the North Ridge Meadows Homeowners Company, a Colorado nonprofit corporation through its Executive Board of Directors at a duly noticed meetings held on September 29, 2024. The Executive Board approves the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements pursuant to the power, authority and requirements provided for in this document and in accordance with applicable Colorado law and makes them effective as of September 29, 2024.

_____ Date _____
Ron Alden, President

_____ Date _____
Rick McGavin Vice President

_____ Date _____
Resa Wells, Treasurer & Secretary