

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
NORTHMOOR ACRES
HOME OWNERS ASSOCIATION

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EXHIBIT A

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHMOOR ACRES HOME OWNERS ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION is effective upon recording.

RECITALS

1. On September 1, 1971, Speer Investment Co., a partnership, The First National Bank of Denver, Trustee and Robert P. Marx recorded that certain Declaration of Restrictions and Covenants, at Reception No. 1574411, in Book 652 in the Office of the Clerk and Recorder of Weld County, Colorado (“Filing No. 1 Declaration”).
2. On April 26, 1972, Northmoor Realty & Development Corporation, a Colorado Corporation, recorded that certain Declaration of Restrictions and Covenants, at Reception No. 1588461, in Book 665, in the Office of the Clerk and Recorder of Weld County, Colorado (“Filing No. 2 Declaration”).
3. On March 27, 1973, Northmoor Realty & Development Corporation recorded that certain Declaration of Covenants, Conditions and Restrictions, at Reception No. 1609935, in Book 688, in the Office of the Clerk and Recorder of Weld County, Colorado, which supplemented the above Filing No. 1 and Filing No. 2 Declarations described above.
4. On May 5, 1975, the Association recorded that certain Amendment to Declaration of Restrictions and Covenants, at Reception No. 1659681, in Book No. 738, in the Office of the Clerk and Recorder of Weld County, Colorado.
5. On April 30, 1997, the Association recorded that certain Amendment to Northmoor Acres Home Owners’ Association Covenants, at Reception No. 2545708, at Book 1603, Page 769, at the Office of the Clerk and Recorder of Weld County, Colorado.

The above declarations and amendments thereto are collectively referred to as the “Original Declaration.”

6. The Owners within the Northmoor Acres Home Owners Association Community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Northmoor Acres (“Declaration”), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded, consolidated and replaced by this Declaration.

7. The Original Declaration provides for and allows for this Declaration in Article VI, Section 3, which provides as follows:

This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

8. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the required instrument signed by 75% of the Lot Owners is now void and the amendment requirement for this Declaration is now an instrument signed by 67% of the Lot Owners.
9. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.
10. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome.
11. The purposes of the amendments in this Declaration are to remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, add provisions that reflect today's Community, consolidate all prior declarations and amendments into a single document, and add provisions that reflect beneficial state law provisions.
12. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association.
13. Pursuant to the requirements set forth in Article VI, Section 3 of the Original Declaration, at least 67% of the Lot Owners have signed an instrument approving this Declaration. Alternatively, a court order entered by the District Court for Weld County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW THEREFORE, the Original Declaration is replaced and superseded by the covenants, servitudes, easements and restrictions set forth below:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- a) Act shall mean the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as it may be amended.
- b) Architectural Review Committee or ARC means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural requirements for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.
- c) Assessment shall include all Common Expense Assessments and any other expense levied to Lots pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- d) Association shall mean and refer to Northmoor Acres Home Owners Association, a Colorado nonprofit corporation, and its successors and assigns.
- e) Board or Board of Directors, regardless of name, shall mean the body designated in the Governing Documents to act on behalf of the Association.
- f) Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon and all common property owned by the Association, but excluding the Lots.
- g) Common Expenses shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.
- h) Community or Northmoor Acres shall mean the Planned Community known as “Northmoor Acres” and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.
- i) Declaration shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended, and recorded in the office of the Clerk and Recorder of Weld County, Colorado.
- j) Director shall refer to a member of the Board of Directors.
- k) Governing Documents shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any Maps and any Rules and Regulations (which include policies) of the Northmoor Acres Home Owners Association, as all of the foregoing may be amended from time to time.
- l) Lot shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of Common Areas, if any.
- m) Member shall mean any Owner. The terms “Member” and “Owner” may be used interchangeably.

- n) Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- o) Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Weld County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term “Plat” or “Map” shall collectively mean and refer to all of such plats, maps and supplements thereto.
- p) Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.
- q) Resident Owner shall mean any owner who resides within the Northmoor Acres community at least 183 days or more per year.
- r) Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE 2 NAMES & DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type.

The type of Common Interest Community is a Planned Community. The name of the Planned Community is Northmoor Acres. The name of the Association is the Northmoor Acres Home Owners Association.

Section 2.2 Property.

The Planned Community is located in Weld County, State of Colorado. The Property of the Planned Community is described in Exhibit A of this Declaration, in the Original Declaration, in the Plat, and/or is consistent with the common scheme and plan for the creation and operation of the Community. The number of Lots currently included in the Community is 120. Easements for utilities and other purposes including any equestrian easements over and across the Lots and any Common Area may be as shown upon a recorded Plat and on any recorded Map of the Planned Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to any Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) the right of the Association to promulgate and publish Rules and Regulations with which each Owner and their tenants, invitees, licensees and guests shall strictly comply;
- b) the right of the Association, to suspend the voting rights and the right to use of any Common

- Area and amenities, if any, during any period of violation of the Governing Documents until the violation is cured; provided that suspension of voting and use rights shall be automatic during any period that an Owner is in default in payment of any Assessment;
- c) the right of the Association, with approval of Members holding at least 67% of the total votes entitled to be cast in the Association, to mortgage the Common Area; provided, that the rights of such mortgagee shall be subordinate to the rights of the Owners;
 - d) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Area;
 - e) the right of the Association to transfer or convey ownership of any Common Area, provided that any transfer or conveyance of any Common Area shall be subject to the prior approval of 67% of the total votes of the Association;
 - f) the right of the Association to close or limit the use of any Common Area while maintaining, repairing and making replacements in any Common Area; and
 - g) the right of the Association to change use of, add or remove improvements to the Common Area.

Section 2.4 Delegation of Use.

Owners may delegate their right of enjoyment to any Common Area and amenities to the members of their family, their tenants, guests, or contract purchasers who reside at their Lot. If the non-resident Owner delegates rights to use the Common Area and facilities to tenants or contract purchasers who reside at their Lot, the Owner shall not be entitled to use the Common Area and facilities. The Board shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or to charge reasonable fees charged for such use.

Section 2.5 Disclaimer of Liability.

The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril. Owners should notify the Association if there is a defect in the Common Area so that it can be timely remedied.

Section 2.6 Utility, Map and Map Easements.

Easements for utilities and other purposes including any equestrian easements over and across the Lots and Common Areas may be as shown upon the Plat or Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is a record Owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot shall be allocated one vote which shall be cast as a single vote and shall not be subject to fractional voting.

Section 3.2 General Purposes and Powers of the Association.

The Association, through its Board, shall perform functions and manage the Northmoor Acres 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. 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 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Plat or Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board. 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, and the business and affairs of the Association shall be managed under the direction of the Board. The Board may, by written resolution, 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.

Section 3.4 Allocated Interests.

The Common Expense liability and votes in the Association allocated to each Lot are set as follows:

- a) the percentage of liability for Common Expenses, as a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Lots in the Community (i.e. 1/120);
- b) the number of votes in the Association, equally.

Section 3.5 Managing Agent.

As of the effective date of this Declaration, the Association has not been professionally managed.

The Board may initially contract for the services of a managing agent with approval of 67% of the Members present in person or by proxy, at a regular or special meeting at which a quorum is present at a compensation established by the Board. Any subsequent contract shall be approved by the Board.

The Board may delegate certain powers, functions, or duties of the Association to the managing agent, as provided in the Bylaws. Any managing agent agreement shall be by written contract having a term of no more than three years and subject to cancellation by the Board on at least 30 days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board. Regardless of any delegation to a managing agent, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law.

Section 3.6 Indemnification.

To the full extent permitted by law, each officer, Director or committee member of the Association and other volunteers appointed by the Board shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, Director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, Director, committee member or volunteer at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and by Colorado law.

Section 3.7 Education and Training.

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and Directors.

ARTICLE 4 COVENANT FOR ASSESSMENTS FOR COMMON EXPENSES

Section 4.1 Creation of Association Lien and Personal Obligation to Pay Assessments for Common Expenses.

Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for Common Expenses, special Assessments, and such other Assessments as imposed by the Association. The Association annual Common Expense Assessments and such other

Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent (if applicable), including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

The Association's annual Assessments for Common Expenses and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments for Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the Assessments for Common Expenses are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Assessments for Common Expenses shall be assessed against all Lots equally.

Section 4.2 Basis of Assessments.

Common Expense Assessments may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year, and to establish an adequate reserve fund.

Section 4.3 Annual Assessment.

The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by a majority of the total Association vote. Assessments for Common Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 4.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or

replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by a majority of the total Association vote. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 4.5 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- a) Maintenance, repair, or replacement caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- b) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- c) Any other expenditures or charges which the Board, in its discretion, chooses to allocate to a Lot because they are reasonably determined to be allocable to a particular Lot.

Section 4.6 Application of Payments.

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 4.7 Effect of Non-Payment of Assessments.

- a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 30 days after the due date thereof, as established by the Board, shall bear interest at the rate established by the Board, on a per annum basis to accrue monthly from the due date, and the Association may assess a reasonable late fee thereon, as determined by the Board.
- b) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor.
- c) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other

installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be 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 permitted under the Act.

Section 4.8 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Original Declaration (with the specific intent to maintain the priority dates of September 1, 1971, and April 26, 1972, the recording dates of the first documents of the Original Declaration); (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot.

This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 4.9 Surplus Funds.

Surplus Funds are defined as those funds of the Association remaining after payment of or provision for common expenses and after all reserves are fully funded. If there are Surplus Funds, as determined by the Board, the Board may use such funds only upon the affirmative vote of 67% of Members present in person or by proxy at a regular meeting or a special meeting at which a quorum is present. Usage examples include, but are not limited, installation of a sewer or other capital improvement, or paying such funds to the Owners in proportion to their common expense liabilities or crediting to them to reduce their future common expense assessments. This includes any Surplus Funds from oil and gas royalties received by the Association pursuant to any oil and gas lease entered into by the Association. Additionally, this covers sale or lease of other Association assets. Surplus Funds, if distributed, will be sent to Owner of record on date of fund distribution.

Section 4.10 Borrowing.

The Association shall have the power to borrow and to assign its right to future income,

including the right to assign its right to receive Assessments for Common Expenses, but only upon the affirmative vote of 67% of the Members present in person or by proxy, at a regular or special meeting at which a quorum is present.

ARTICLE 5 COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 5.1 Flexible Application of the Subsequent Covenants and Restrictions.

All Lots within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board or by an appropriate committee (subject to review by the Board) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing. No single Lot within the subdivision shall be rezoned.

Section 5.2 Authority.

All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- d) All fines imposed are collectible as Assessments.
- e) Further definitions and explanations may be found in Rules and Regulations.

Section 5.3 Home Occupations.

All Lots within the Community shall be used for the purpose of one residential dwelling and only those activities as permitted by this Section. It is the intent of the Northmoor Acres HOA to maintain the residential character and appearance of the neighborhood. Home occupations shall be allowed so long as the use is incidental and secondary to the residential use of the Lot; is compatible and consistent with a residential area; and is in harmony with the residential character of the neighborhood.

Activities/storage, related to home occupations, on a Lot:

- a) Shall not be visible or detectable in any way external to the structures on the Lot.
- b) Shall not create any negative impacts to the neighborhood or be hazardous to public health, safety and general welfare of the neighborhood property owners. Refer to Sections 5.14 No Annoying Lights, Sounds or Odors and 5.15 No Hazardous Activities.

- c) Shall not use or rent any structure/mobile unit/trailer/RV on the Lot for any transient, short-term or long-term occupancy, hotel, motel, bed and breakfast, restaurant or bar, or other commercial purposes.
- d) Shall not display advertising signs of any sort. Refer to Section 5.17 Restriction on Signs and Advertising Devices.
- e) Shall not manufacture or fabricate using any loud or heavy-duty equipment or other process that can be detected outside of any structure.
- f) Shall not have employees onsite other than residents of that Lot.
- g) Shall not have customers on the Lot.

Parking/Traffic, related to home occupations, on a Lot:

- a) All of the activities described below in relation to home occupations are prohibited:
 - a. Any increased traffic, excluding the normal traffic produced by a residential dwelling.
 - b. Any increase in the number of parked vehicles on the Lot or on adjacent roadways.
- b) Deliveries, pickups or servicing for home occupations from large commercial vehicles like semi-tractor/trailers or large commercial box trucks (any vehicle greater than 16,000 tare) are prohibited. Residential package delivery services are permitted.
- c) No heavy equipment on the Lot or in an outbuilding is permitted. This includes, but is not limited to semi-tractors and/or semi-trailers. Refer to Section 5.12 Vehicular Parking, Storage and Repairs.
- d) Parking/usage of general types and sizes of machinery that are typically found on a Lot for hobby, domestic or equine purposes shall be permitted.

Waste

- a) Visible discarded product, business-related trash, or commercial dumpsters for business-related trash on a Lot are prohibited.

Section 5.4 Maintenance of Lots and Improvements.

Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, or cans shall be permitted to remain exposed upon any Lot so as to be visible from any neighboring Lot or street. The Association, and its agents, shall have the authority, after giving the Owner 30 days written notice, to enter, replace, maintain, repair and clean up Lots which do not conform to the provisions of this Section, and to charge and collect from the Owner thereof all reasonable costs related thereto as an Assessment hereunder. The Board may adopt specific maintenance standards in Rules and Regulations and any disputed landscaping/yard improvements shall be resolved at the Board's discretion. Antique vehicles, farm implements used as decorative yard improvements are permitted.

Section 5.5 Landscaping Requirements and Restrictions.

The landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive and well-kept condition, whether xeriscape, native or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of weeds and debris.

Section 5.6 Residence Size.

No future dwelling (i.e., built after the date this Amended and Restated Declaration is recorded) shall be erected on any Lot with a ground-floor area, exclusive of one-story open porches and garages, less than: (i) 1,000 square feet for bottom floor of a multi-story residence, and (ii) 1,600 square feet for a ranch style home.

Section 5.7 Restrictions on Household Pets.

A Household Pet shall mean and include cats, dogs, birds (excludes chickens, ducks, and turkeys which are not birds or Household Pets and are addressed in Section 5.8), or other household animals, as may be further defined in or supplemented by the Rules and Regulations. Up to four Household Pets may be kept on a Lot if the Household Pet is not a nuisance to other residents. Potbellied pigs are permitted as Household Pets.

No resident shall maintain or keep any Household Pet which, in the sole discretion of the Board, is considered to be a nuisance or danger to the Owners, management staff or occupants in the Community, as may be further defined in the Rules and Regulations. If a Household Pet is deemed a nuisance or danger by the Board, the resident having control of the Household Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Household Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any.

Household Pets shall not be bred, boarded, or maintained for any commercial purposes. Renting or leasing of facilities in the Community for commercial boarding of any animal is prohibited. Provisions shall be made to confine Household Pets to the Lot. Household Pets, excluding cats, shall be controlled on the Lot, shall not be permitted to run at large, and when outside of the Lot, must be on a leash and under control. Owners or other persons responsible for Household Pets must promptly remove any feces left by their Household Pets on any area outside of their Lot. Feces left by such Household Pets on their own Lot should be removed as defined in the Rules and Regulations. Owners shall hold the Association harmless from any claim resulting from any action of their Household Pets or the Household Pets of their tenants, guests or other invitees.

Section 5.8 Horses and Other non-Household Pet Animals.

- a) Horses shall be restricted to not more than two head per Lot. Horses must be confined within a livestock fence or other such structure, as approved by the Architectural Review Committee pursuant to Article 6.
- b) Renting or leasing of facilities in the Community for commercial boarding of any animal is prohibited. Horses/other animals may not be bred, trained, or maintained for commercial purposes.
- c) Up to 25, in total, chickens, ducks and turkeys are permitted on a Lot subject to the provisions herein.
- d) Swine as livestock are not allowed.
- e) The right to keep any animals may be revoked by the Board if it is determined that they have become a nuisance or there is a failure to comply with the following provisions, in addition to any other applicable provisions in this Declaration:

- i) Animals shall be controlled on the Lot and shall not be permitted to run at large.
 - ii) Animal pens, stalls, enclosures, barns, etc., shall be maintained on a regular basis to assure a neat and orderly appearance and a clean and healthy atmosphere.
 - iii) Manure shall be removed from animal enclosures and pastures on a regular basis.
 - iv) Feces left by horses/other animals other than on their own Lot must be removed promptly by the owner or the person responsible for the animal.
- f) In lieu of one or two horses, the following defines animal equivalencies which may be substituted for a horse, and kept on a Lot:
- 1 horse = 1 miniature horse
 - 1 horse = 1 calf/cow/bull
 - 1 horse = 1 llama
 - 1 horse = 2 alpaca
 - 1 horse = 2 sheep
 - 1 horse = 2 goats
- g) Animals above the animal equivalency for 4-H purposes shall be by permit process through the Board on a case-by-case basis.
- h) No exotic animals are permitted (for example: lions, tigers and bears per Weld County Code).

Section 5.9 Antennae.

“Permitted Antennas” are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

Section 5.10 Tanks.

Bulk storage tanks (50 gallons or more) for the purpose of storage or dispensing are not permitted upon any Lot at any time. Propane tanks for purposes of heating a home are permitted.

Small portable propane tanks associated with an outdoor gas grill are permitted. Tanks for rainwater storage in compliance with the Colorado rain barrel statute are permitted.

Section 5.11 Nuisances.

No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Community by residents. Failure to maintain buildings, grounds, fences and animal enclosures so that such structures become dilapidated shall constitute a nuisance. Further, no improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 5.12 Vehicular Parking, Storage, and Repairs.

- a) Parking upon any Common Area shall be regulated by the Board.
- b) No commercial vehicles with a tare vehicle weight of 16,000 pounds or more may be parked or stored within the Community, including but not limited to semi-tractors and/or semi-trailers.
- c) Occupied recreational vehicles may not be parked on a Lot for more than 7 consecutive days. This activity is to provide temporary shelter and is not intended to be a residence.
- d) No abandoned, unlicensed (unless not appropriate to be licensed), or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community unless parked or stored within a garage or other fully enclosed structure. Only those vehicles and machinery in good, running, and workable condition are permitted to be kept outside of such structure. The property around any such vehicles that are permitted outside of such structure must be maintained, mowed and trimmed as applicable. An “abandoned or inoperable vehicle” shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by the Rules and Regulations.
- e) Vehicles, trailers or boats that are permitted in the Community, may be maintained, repaired, rebuilt, dismantled, repainted, or serviced outside of garages, as long as such maintenance is performed within 30 consecutive days.

Section 5.13 Use of Common Area.

There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Board. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Board.

Section 5.14 No Annoying Lights, Sounds or Odors.

No light shall be emitted from any portion of the Community which is unreasonably bright or

causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Community except with the prior written approval of the Board.

Section 5.15 No Hazardous Activities.

No activity shall be conducted on any Property within the Community which is or might be unhealthy, unsafe or hazardous to any person or property. No shooting ranges are allowed. No Owner(s) shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations. Burning of household trash is not permitted.

Section 5.16 Restrictions on Service or Storage Yards.

No service or storage yards are permitted on any Lot as defined by Rules and Regulations.

Section 5.17 Restriction on Signs and Advertising Devices.

Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except such sign or signs as may be approved in writing by the Board. The following are expressly permitted:

- a) One professional sign for a maximum period of 30 consecutive days;
- b) One professionally lettered "For Sale" or "For Rent" sign;
- c) Signs used by a builder to advertise dwellings or a dwelling during the construction and sales period; and
- d) Political signs, which are signs intended to impact the outcome of an election, may be posted up to 45 days prior to the election date, and must be removed within seven days of the election date.

Section 5.18 Outbuildings, Structures and Temporary Structures.

An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding, including but not limited to sheds, playhouses, barns, detached garages, dog kennels, and chicken coops or any other structure shall be allowed on any Lot unless previously approved in writing by the Architectural Review Committee pursuant to Article 6. The primary structure on any Lot shall be one single family dwelling. Mobile homes, tents, shacks, vinyl/canvas structures, cargo containers, and temporary structures are expressly prohibited. Further, no outbuilding or structure shall be used on any Lot at any time as a residence, either temporarily or permanently except as stated in Section 5.12 (c).

Section 5.19 Prohibition of Marijuana Distribution and Growing.

No Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana for commercial purposes. This prohibition may further be clarified by the Board through Rules and Regulations.

Section 5.20 Rules and Regulations.

In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time to time by the Board. The Board may establish and enforce penalties for the infraction thereof.

Section 5.21 Compliance with Governing Documents and Other Laws.

Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 5.22 Restriction on Mining and Drilling.

No surface Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

ARTICLE 6 ARCHITECTURAL REVIEW

The following provides general requirements. For further specifications, additional references or requirements, please refer to the Policy and Procedure for Architectural Review Committee, as may be amended (“Procedure”).

Section 6.1 Required Approval.

No structures, including residences, outbuildings, accessory buildings, tennis courts, in ground swimming pools, fences, walls, or any other improvements shall be constructed, erected, relocated or installed on a Lot nor shall any painting (other than the same color), alteration or change to the exterior of the residence, or to any structure or any attachment to the exterior of a residence (including awnings, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Review Committee (“Committee”) as may be outlined in the Procedure. The Committee shall require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), walls and windbreaks, as well as such other materials and information as may be required by the Committee.

Section 6.2 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

- a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written or electronic mail approval from the Committee;

- b) Owners shall immediately comply with any request by the Committee or Board for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such request shall result in the withdrawal of Committee approval, if previously granted;
- c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;
- d) Owners, by submitting an application for approval, hereby certify: (1) they will construct or modify improvements located only on their own Lot or upon Property which they have permission to construct, modify or improve; and (2) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.
- e) Owners shall notify the Committee of completion of the improvement's installation or construction per the Procedure;
- f) Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection with reasonable notice. Refusal to allow inspection may result in the withdrawal of the Committee's approval;
- g) If the improvement as built does not conform to the improvement as approved by the Committee, a resubmittal shall be provided by the owner for consideration. Upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted or revised and approved plans and specifications;
- h) If a resolution cannot be reached by the Owner and Committee, the plan may be referred to the Board.
- i) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll (pause or delay) the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 6.3 Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, and alterations to improvements on a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures and topography, effect of location and use of improvements on nearby Lots, preservation of aesthetic beauty, and compliance with the specifications and purposes generally set out in this Declaration. Upon its review of such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

Section 6.4 Establishment of the Committee.

The Committee shall consist of a minimum of three members appointed by the Board. The Board shall appoint the Committee members on an annual basis, or otherwise as needed throughout the year. The Board may remove any members of the Committee at their sole discretion. Only resident Owners may serve on the Committee. One of the Committee members shall serve as a chairperson who must meet the same qualifications for serving on the Board.

Section 6.5 Policy and Procedure for Architectural Review Committee.

The Committee may propose updates to the Procedure from time to time, which Procedure shall be approved or rejected by the Board and included in or with any Rules and Regulations of the Association. The Procedure may include but is not limited to policies and procedures for the operation of the Committee; procedures for the receipt, review and response to architectural review submissions and the appeal of any decisions thereof; and color, material, height, dimensions, and other such specifications for the approval of certain proposed improvements.

Section 6.6 Reply and Communication.

The Committee shall reply to all complete submittals of plans within the timeframe and specifications set forth in the Procedure. Determination of whether a submission is complete or incomplete, and notification to the applicant of such determination, shall be according to the Procedure.

In the event the Committee fails to respond on completed submitted plans and specifications within 30 days after the Committee has received the complete plans and specifications, approval shall be deemed to be granted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Rules and Regulations or any Procedure adopted by the Board. All communications and submittals shall be addressed to the Committee. The specifics of the application process can be found in the Procedure.

Section 6.7 Completion of Construction.

Except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within 1 year of the Committee's approval; however, the Committee or Board may grant extensions on a case-by-case basis.

Section 6.8 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in the Procedure. Any variance or adjustment to be granted by the Committee shall be reviewed by the Board for final approval.

Section 6.9 Right to Appeal.

An Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board. The Board shall review the decision of the Committee pursuant to the criteria set forth in this Article and/or the Procedure. Any decision of the Committee may be overruled and reversed on appeal by a majority of the Board by a written decision setting forth the reasons for the reversal if the Board concludes that the Committee's decision was inconsistent with the criteria set forth in this Article and the Procedure. The Procedure may contain additional procedures and requirements for the appeal process.

Section 6.10 Waivers.

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.11 Liability.

The Committee and the members thereof, as well as any Director designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

Section 6.12 Easements for the Association.

Each Lot shall be subject to an easement in favor of the Association, acting through the Board (including its agents, employees and contractors) to allow for their performance of obligations in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot and shall be exercised only after reasonable notice to the Owner of the Lot.

Section 6.13 Enforcement.

Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver

of the right to do so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this Declaration.

ARTICLE 7 INSURANCE/CONDEMNATION

Section 7.1 Insurance on the Lots.

Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot. Owners are encouraged to obtain coverage for special assessments and Insurance Assessments (sometimes referred to as "Loss Assessment").

Section 7.2 Insurance to be Carried by the Association.

The Association shall 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, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

- a) Insurance on Common Area. The Association shall obtain property insurance covering loss, damage or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area and the other property of the Association.
- b) Association Liability Insurance. The Association shall obtain public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and hired and non-owned automobile coverage on behalf of the Association.
- c) Association Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds 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 or bonds 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, as required by law.
- d) Association Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.
- e) Directors' and Officers' Personal Liability Insurance. The Association shall obtain Directors' and officers' personal liability insurance to protect the officers, Directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers, Directors, committee members or other volunteers on behalf of the Association.
- f) Other Association Insurance. The Association may obtain insurance against such other risks,

of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 7.3 Insurance Premium.

Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 7.4 Insurance Review.

The Board shall review the insurance carried by and on behalf of the Association on a regular basis, for the purpose of determining the amount of insurance required.

Section 7.5 Adjustments by the Association.

Any loss covered by an insurance policy described in Section 7.2 shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners and holders of first lien security interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association is not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 7.6 Duty to Repair.

Any portion of the Community for which the Association is required to insure under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association, except as provided in the Act.

Section 7.7 Condemnation and Hazard Insurance Allocations and Distributions.

In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 7.8 Responsibility for Payment of Deductible Amount.

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area or other property insured by the Association unless the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, renters, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

Section 7.9 Insurance Assessments.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. This Insurance Assessment shall not be considered an Assessment as discussed in this Declaration and shall not require any vote or ratification of the Owners.

Section 7.10 Damage to or Destruction on Lots.

In the event of damage to or destruction of structures or improvements on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure and improvements in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1 Compliance and Enforcement.

- a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.
- b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:
 - (i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;
 - (ii) suspending the right to vote and the right to use Common Area;
 - (iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;
 - (iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with

such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration:

- (v) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and
 - (vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.
- c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.
- d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.
- e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to not pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule. Without limiting the generality of the foregoing, the Board may determine that, under the circumstances of a particular case:
- (i) the Association's legal position is not strong enough to justify taking any or further action;
 - (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or
 - (iii) that it is not in the Association's best interests, based upon Association hardship, expense or other reasonable criteria, to pursue enforcement action.

Section 8.2 Attorney Fees.

If an Owner fails to pay any Assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 8.3 Severability.

Each of the provisions of this Declaration shall be deemed independent and severable. If any

provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 8.4 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.5 Amendment of Declaration by Owners.

Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Members holding at least sixty-seven percent (67%) of the total votes in the Association, and with the written consent of the Board. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Weld County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Board.

Section 8.6 Captions.

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

Section 8.7 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 8.8 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 8.9 Challenge to this Amendment.

All challenges to the validity of this amendment or any future amendments must be made within one year after the date of recording of this document.

EXHIBIT A
PROPERTY

(First Filing)

Northmoor Acres Subdivision, First Filing, being a subdivision located in the South 1/2 of NW 1/4 and SW 1/4 of Section 24, Township 4 North, Range 68 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the South Quarter corner of Section 24, Township 4 North, Range 68 West of the 6th P.M., in the County of Weld, State of Colorado; thence along the South line of said Section South 89°33'13" West 1279.80 feet to the true point of beginning; thence South 89°33'13" West 1366.30 feet to the Southwest corner of said Section; thence along the West line of said Section North 2030.00 feet; thence East 892.70 feet; thence South 27°11'50" East 837.63 feet; thence South 0°26'47" East 865.00 feet; thence North 89°33'13" East 79.98 feet; thence South 0°32'47" East 410.00 feet more or less to the true point of beginning, contains 56.93 acres, more or less and as further set forth in that certain Plat recorded in Book 664, Reception No. 1585866 in the County of Weld, State of Colorado.

and

(Second Filing)

Northmoor Acres Subdivision, Second Filing, being a subdivision located in the South 1/2 of NW 1/4 and SW 1/4 of Section 24, Township 4 North, Range 68 West of the 6th P.M., Weld County, Colorado, more particularly described as follows:

Beginning at the South Quarter corner of Section 24, Township 4 North, Range 68 West of the 6th P.M., in the County of Weld, State of Colorado; thence along the South line of said Section South 89°33'13" West 879.80 feet; thence North 0°32'47" West 980.00 feet; thence 89°33'13" West 400.00 feet; thence South 0°32'47" East 570.00 feet to the Northeast corner of Lot 12, Block 1 of Northmoor Acres Subdivision; thence along the North line of said Lot 12 South 89°33'13" West, 79.98 feet to the Easterly line of said Subdivision; thence along said Easterly line the following courses and distances: North 0°26'47" West 865.00 feet; thence North 27°11'50" West 837.65 feet; thence West 892.79 feet to the West line of said Section; thence along said West line North 1964.81 feet to the North line of the S 1/2 of the NW 1/4 of said Section; thence along said North line North 89°54'13" East 2649.66 feet to the East line of the W 1/2 of said Section; thence along said East line South 0°03'08" West 3978.63 feet to the Point of Beginning.

EXHIBIT B

BALLOTS



FEBRUARY 17, 2022

THE BALLOTS FILED WITH THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHMOOR ACRES HOME OWNERS ASSOCIATION HAVE BEEN REMOVED IN THIS WEBSITE VERSION BY THE BOARD TO SAVE SPACE AND PAPER. IF YOU WOULD LIKE TO REVIEW THE BALLOTS, PLEASE MAKE A REQUEST AS OUTLINED IN THE INSPECTION AND COPYING OF ASSOCIATION RECORDS POLICY.

SINCERELY,

BOARD OF DIRECTORS,
NORTHMOOR ACRES HOME OWNERS ASSOCIATION