AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIDER RIDGE

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rider Ridge is made by the Owners effective as of the date recorded with the Clerk and Recorder of Boulder County, Colorado.

RECITALS

I. On January 12, 1994, Centex Real Estate Corporation, a Nevada corporation, recorded a Declaration of Covenants, Conditions and Restrictions for Rider Ridge in the office of the Clerk and Recorder of Boulder County, Colorado, at Reception No. 1383111-1994, which was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Rider Ridge, recorded on July 3, 2003, at Reception No. 2465597 in the office of the Clerk and Recorder of Boulder County, Colorado (collectively “Original Declaration”);

II. The Owners within the Rider Ridge community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rider Ridge (“Declaration”) and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration.

III. The Original Declaration provides for and allows this Declaration in Article X, Section 10.2, which provides as follows, in pertinent part:

This Declaration may be amended during the first 30-year period by an instrument signed by not less than ninety percent (90%) of the Owners... Any amendment must be recorded.

IV. Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217(1)(a), the required approval of 90% of the Owners for amendment is now void and the amendment requirement for this Declaration is now 67% of the Owners.

V. The purposes of the amendments in this Declaration are to remove unreasonable restrictions in the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do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 comply with state law, and 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, and add provisions that reflect beneficial state law provisions.

VI. NOW THEREFORE, the Owners declares that the real property described on the attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, easements, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards.
Such matters shall be binding on all parties having any right, title, or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1.1 “Act” shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 et. seq., as it may be amended.

Section 1.2 “Association” shall mean and refer to the Rider Ridge Homeowner's Association, Inc., a Colorado nonprofit corporation established for the purposes set forth herein.

Section 1.3 “Board” or “Board of Directors” shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.

Section 1.4 “Common Area” shall mean and refer to that portion of the Property conveyed to the Association and maintained by the Association for the use and benefit of the Owners.

Section 1.5 “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.

Section 1.6 “Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rider Ridge, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.7 “ Dwelling Unit” shall mean and refer to any residential dwelling situated upon any Lot.

Section 1.8 “Governing Documents” shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any maps, and any Rules and Regulations of the Association, as all of the foregoing may be amended from time to time.

Section 1.9 “Lot” shall mean and refer to any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family homes, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.10 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.11 “Plat” shall mean and refer to the Plat of Rider Ridge recorded at Reception No. 1309992, Film 1841, Plan File P-29, F-3, #40 and 41 of the Deed and Plat Records of Boulder County, Colorado. More than one plat, map or supplement thereto may be recorded and, if so, then the term “Plat” shall collectively mean and refer to all such plats, maps and supplements thereto.
Section 1.12 “Property” shall mean and refer to the real property described on the attached Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.13 “Rules and Regulations” shall mean any written instruments, however identified, which are adopted by the Board of Directors for the regulation and management of the Rider Ridge Homeowners Association and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE II
RIDER RIDGE HOMEOWNER ASSOCIATION, INC.

Section 2.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall belong to and shall 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 2.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Rider Ridge Community as provided in this Declaration so as to protect the value and desirability of the Community and the Lots. 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 2.3 Authority of the Association. The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, the Governing Documents, and any other applicable Colorado law. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors.

Section 2.4 Right to Notice. Notice of matters affecting the Community shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

Section 2.5 Voting Rights. The Association shall have one class of voting membership. All Owners are entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

A. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Governing Documents of the Association.

Section 2.6 Education and Training. As a Common Expense, the Association shall, in accordance with the Act and by approval of the Board, 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.

Section 2.7 Name and Type. The type of Common Interest Community is a Planned Community. The name of the Planned Community is Rider Ridge (“Community”). The name of the Association is the “Rider Ridge Homeowner’s Association, Inc.

Section 2.8 Property. The Planned Community is located in Boulder County, State of Colorado. The Property of the Planned Community is described in Exhibit A of this Declaration. The number of Lots currently included in the Community is 123. Easements for utilities and other purposes 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.

ARTICLE III
COVENANT FOR ASSESSMENTS FOR COMMON EXPENSES

Section 3.1 Funding. Subject to the terms of this Article II, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges for Common Expenses, (2) special assessments as described below, and (3) such other assessments to be established and collected as hereinafter provided (collectively “Assessments”). Such Assessments will remain effective for the full term (and extended term, if applicable) of the agreed upon assessment. The Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, reasonable attorney's fees, and additional fees charged by the managing agent, if any, that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

Section 3.2 Annual and Special Assessments.

A. Annual Assessment. Except as otherwise provided in this Declaration, each Lot within Rider Ridge will be assessed an equal, annual assessment for Common Expenses as adopted by the Board of Directors of the Association and ratified by the Owners, for the following year.

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. 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.

B. 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. 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, or in any other manner, as determined by the Board. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

C. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots. Special assessment due dates and payment collection periods will be set by the Board.

Section 3.3 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 expenses incurred and 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. Maintenance, repair or replacement expenses incurred by having to cure any violation of an Owner to maintain his or her Lot or other violation on the Lot.

C. All fines and costs assessed against an Owner pursuant to the Governing Documents.

D. Any other expenditures or charges which the Board chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Section 3.4 Non-payment of Assessments and Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at a rate set by the Board, and not to exceed the rate of interest allowed by Colorado law. The Association shall also have the authority to impose late charges thereon and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his/her property.

A. 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 recording of the 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.

B. Foreclosure. 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.

ARTICLE IV
GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF RIDER RIDGE HOMEOWNER ASSOCIATION, INC.

Section 4.1 Management of All Funds. The Board, for the benefit of the Owners, shall provide and shall pay for out of the funds provided for in Article II above the following:

A. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Area rather than against the individual Owners, if any.

B. Care, preservation, and improvement of the Common Area.

C. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon sixty (60) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

Section 4.2 Legal, insurance and accounting services.

A. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein.
B. Workers compensation insurance to the extent necessary to comply with any applicable laws.

C. Property insurance as required under the Act.

D. Such fidelity bonds as may be required under the Act or as the Board may determine to be advisable.

E. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 4.3 Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

A. To borrow funds to pay costs of operation or as otherwise in the best interest of the Association, and to secure such borrowing with the right to assign the Association’s future income, including the right to receive Assessments.

B. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

C. To protect or defend the Common Area from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

D. To make reasonable rules and regulations for the operation of the Common Area and Lots through the use of ‘Rules and Regulations’ and to amend them from time to time.

E. To make all books and records of the Association available for inspection by Owners pursuant to the records policy adopted by the Board.

F. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess Owners in proportionate amounts to cover deficiency.

G. To enforce the provisions of any Governing Documents and to enjoin and seek damages from any Owner for violation of such provisions or rules.

H. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

I. Contracting. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the Association funds and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

J. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the
Association of services which the Board is not otherwise required to perform. Such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

K. To exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the Members by other provisions of the Governing Documents or the Act.

ARTICLE V
TITLE TO COMMON AREAS

Section 5.1 Association to Hold. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established.

A. Liability Insurance. The Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Area and as otherwise required by the Act. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

B. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE VI
ARCHITECTURAL REVIEW

Section 6.1 Architectural Review Committee. A committee to be known as the Architectural Review Committee (ARC) whose purpose it shall be to enforce the architectural standards of the community and to approve or disapprove plans for certain improvements proposed for the Lots.

A. There shall be a minimum of three (3) and a maximum of five (5) members of the ARC, which are appointed, terminated, and/or replaced by the Board of Directors. In the absence of a minimum of three (3) members, the Board may fill the vacant positions until adequate membership is achieved.
B. Decisions of the ARC shall by simple majority vote. If an Owner does not agree with the decision of the ARC, they may appeal to the Board. The Board will be the final arbitrator of any decision or appeal.

C. The ARC shall have the authority to delegate its duties to subcommittees or to retain the services of a professional engineer, architect, designer, inspector, or other person to assist in the performance of its duties, upon approval of the Board.

Section 6.2 Scope of Review/Architectural Criteria. The purpose of the ARC is to review and provide approval to certain aspects of our community in a way that preserves and enhances the value of each Lot. The Committee shall exercise its reasonable judgment to the end that all proposed modifications and improvements 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 the improvements with neighboring structure and improvements, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. The ARC’s review shall be primarily, but not exclusively, limited to what is readily visible from the street.

A. ARC review and approval shall be required for:

1) Any new buildings, significant structural changes, or significant landscaping changes to the front of the Lot, defined as the area in front of the wing walls/fences, or areas readily visible from the street. What is considered “significant” may be clarified further in the architectural guidelines that may be adopted by the Board in Rules and Regulations.

2) All repainting of the homes where the color is being significantly changed.

3) All swimming pools, above or in-ground, of a depth of three (3) feet or more.


5) Any exterior finish not complying with Section 10.14.

6) Roofing color or material significantly different than what currently exists.

7) Exemptions to reconstruction of residences as outlined in Section 10.22.

8) Recreational elements as outlined in Section 10.23.

Section 6.3 Submission of Plans. Prior to the initiation of activity requiring ARC review and approval, the Owner shall first submit to the ARC a representative set of plans and specifications for the proposed improvements, and any other information deemed necessary by the ARC for the performance of its function, and obtain written approval from the ARC per this Article. The preferred method of submission is through email (RiderRidget@gmail.com). However, plans will be accepted at the designated address.
A. Plan Review. Upon receipt by the ARC of all information required, the ARC shall have twenty (20) days in which to review the plans. The proposed improvements will be approved if, in the sole opinion of the ARC:

1) The improvements will not result in the reduction in property value, use or enjoyment of any of the Property, and the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement.

2) In the event that the ARC fails to issue a written denial or condition for approval within 20 days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARC's approval shall be deemed to have been granted without further action.

3) It is the responsibility of the Owner to ensure that all “improvements” do not violate any restrictive covenants, or encroach upon any easements, or cross platted building set back lines, and comply with all applicable zoning requirements, and any other applicable City of Longmont requirements.

B. Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

1) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the ARC.

2) Owners shall immediately comply with any request by the ARC for additional information relating to an improvement prior to the ARC’s approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of ARC approval, if previously granted.

3) ARC approval does not constitute approval of the local building or zoning department, drainage design or structural soundness.

4) Owners, by submitting an application for approval, hereby certify: (i) 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 (ii) they will not violate any easements, rights-of-way, or other rights belonging to such Property.

5) Owners shall notify the ARC of completion of the improvement’s installation or construction within five days of such completion.

6) Upon completion of an improvement, Owners authorize the ARC or its representative(s) to enter onto the Lot for exterior inspection.

7) Failure of an Owner to notify the ARC of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the ARC’s approval.

8) If the improvement as built does not conform to the improvement as approved by the ARC, the ARC’s approval will be deemed withdrawn, and upon written request of the ARC, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications.

9) In the event of withdrawal of ARC approval for any reason(s) cited in this Section, and upon written request from the ARC, 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 the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.
Section 6.4 Non-conforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the ARC. The ARC, the Association or any Owner may enforce such violation using any remedies available under this Declaration or Colorado law, including maintaining an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, recovering from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 6.5 Architectural Guidelines. The ARC may propose architectural guidelines from time to time, including without limitation additional procedures for the receipt, review and response to ARC submissions, and materials, specifications, dimensions, location, etc., for particular proposed improvements, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

Section 6.6 Commencement and Completion of Construction. All improvements approved by the ARC must be commenced within ninety (90) from the date of approval unless a different timeframe is prescribed by the ARC or required in this Declaration or any Architectural Guidelines. If not commenced within such time, then such approval shall be deemed revoked by the ARC, unless the ARC gives a written extension for commencing the work. Additionally, except with written ARC 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 ARC shall be completed within six months of commencement.

Section 6.7 Variance the ARC 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 architectural guidelines.

Section 6.8 Right to Appeal. If the Board of Directors is not acting as the ARC, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the ARC to the Board of Directors. The Board of Directors shall review the decision of the ARC pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the ARC may be overruled and reversed on appeal by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the ARC’s decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 6.9 Immunity of ARC Members. No individual member of the ARC shall have any personal liability to any Owner or any other person for the acts or omissions of the ARC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ARC or any member thereof arising from acts or omissions of the ARC committed in good faith and without malice. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Section 6.10 Waiver of Future Approvals. The approval or consent of the ARC to any plans or specifications for any work done or proposed or in connection with any other matter requiring the
approval or consent of the ARC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans or specifications or other matter whatever subsequently or additionally submitted for approval or consent.

ARTICLE VII
EASEMENTS

Section 7.1 Association shall have the right to grant easements and licenses with regard to the Common Area only.

Section 7.2 Entry Easement. In the event that an Owner fails to maintain his or her Lot as required herein, or in the event of emergency, the Association shall have the right, but not the obligation, to enter upon a Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and appearance of the Lot. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence. The easement provided herein is limited to the exterior of a Dwelling Unit and yard area within a Lot.

Section 7.3 Drainage Easements. Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of said Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

ARTICLE VIII
USE AND OCCUPANCY

Section 8.1 All Lots and dwellings shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose other than home business that do not diminish the residential character of the Lot or neighborhood. Diminishment of the residential character of the neighborhood includes, but is not limited to;

- Excessive noise, smells, or particulate matter,
- More than two customer cars parked at any one time, or more than five cars coming and going in an hour,
- Deliveries or pickups exceeding five a day,
- Hours of operation that impact the neighborhood, before 8:00am and after 6:00pm,
- Any other impact to the quiet enjoyment or quality of life within the neighborhood.

Section 8.2 Commercial or Institutional Use. No Lot and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes. Nothing in this section shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring, giving music or art lessons, or operating a day care center (as permitted by, and subject to, the Act), so long as such activities do not significantly increase the
number of cars parked on the street or interfere with adjoining homeowners use and enjoyment of their residences and yards. External advertising of any kind is prohibited.

Section 8.3 Short-term rentals and other occupancies. No home in Rider Ridge may be rented for less than thirty (30) days. This expressly includes, without limitation, rentals or other occupancies through the use of Airbnb, VRBO, HomeAway, and other such online rental sites. If requested, the owner will provide a copy of the relevant rental lease to the Board.

Section 8.4 General Rental or Lease Restrictions.

A. Each Owner who leases, rents, or otherwise allows the occupancy of his or her Lot on an exclusive basis (i.e., the Owner is not occupying the Dwelling Unit at the same time as the tenant, lessee, renter or their guests, etc.), shall provide the Association, upon request, a copy of the current tenant information, including the names of all occupants any other information reasonably requested by the Association or its agents.

B. The Owner is responsible for the actions of his or her tenant, lessee, renter, or their guests. All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both.

C. All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner’s tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association’s request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association’s request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred, and court costs associated with the eviction shall be an Assessment and lien against the Lot.

D. Leases shall be for or of the entire Dwelling Unit (i.e., rooms may not be leased out unless the Owner is also occupying the Dwelling Unit at the same time as the tenant).

E. All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

F. The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.
ARTICLE IX
PROPERTY RIGHTS

Section 9.1 Owners Easements of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall belong to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.

B. The right of the Association to suspend the right of use of the Common Areas for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days, or until the violation is cured if such period exceeds 60 days, for any infraction of its published rules and regulations.

C. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority, utility, or other third party, for such purposes and subject to such conditions as may be agreed to by the Board; provided, however, any such action shall require the approval of at least 67% of the total Association vote pursuant to the Act.

D. 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.

E. The right of the Association to change use of, add, or remove improvements to the Common Area.

F. All easements herein described are easements belonging to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Section 9.2 Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 9.3 Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express consent of the Association and approval of the Owners pursuant to the Act. The Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.
ARTICLE X
USE RESTRICTIONS

Section 10.1 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Such nuisance shall include, but not be limited to, the use of power tools generating noise which can be heard beyond the boundary of a Lot between the hours of 9:00 P.M. and 7:00 A.M. No owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other Dwelling Unit which would be in violation of any law.

Section 10.2 Landscaping. All front yards and areas visible from the street must be maintained in a reasonable manner, including but not limited to:

A. Ensuring that all grass, plants, trees, shrubs, and other living vegetation is alive, trimmed and maintained in a reasonable manner.

B. Weeds and noxious plants removed.

C. Sidewalks kept clear and unobstructed, per city code.

D. All landscape features maintained and in good repair.

E. No long-term storage (more than seven days) of personal items such as bicycles, toys, furniture, etc.

F. Storage of landscaping or building materials shall not be visible from the street for a period of more than fifteen (15) days.

G. Trash, rubbish, and garbage should not accumulate or be visible.

Section 10.3 Temporary Structures. No structure of a temporary character; including, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 10.4 Signs. No sign, logo or personal business advertisement of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

A. For Sale Signs. An Owner may erect one sign not exceeding thirty-six (36) inches by forty-eight (48) inches, fastened in the ground and extending not more than four feet above the surface of the ground advertising the property for sale.

B. Political Signs. Political signs not exceeding thirty-six (36) inches by forty-eight (48) inches in size may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates, the sponsorship of a political party, or the passage of a ballot issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 7 days after the election.
C. Celebration Signs. Signs of celebration such as birthday, graduation, new baby, retirement, etc., may be temporarily placed in the yard. These signs should not exceed thirty-six (36) inches by forty-eight (48) inches in size.

D. Contractor signs may be displayed while the work is ongoing.

E. Display of the American Flag is permitted in a manner consistent with the federal flag code, Pub.L. 94-344; 90 Stat. 810; 4 U.S.C. secs. 4 to 10. Maximum flag size allowed is 3’ x 5’.

F. Service flags bearing a star denoting the service of the owner or occupant of the unit, or of a member of the owner's or occupant's immediate family, may be displayed if not larger than 3’ x 5’.

G. All other regulations regarding signs and flags are outlined in Rules and Regulations.

Section 10.5. Parking and Storage of Vehicles.

A. No automobile, truck, camper, boat, trailer, recreational vehicle, or camper truck shall be stored or left;
   1) On any part of a common area,
   2) In any driveway where the vehicle extends into the sidewalk right of way, or
   3) On any other part of a Lot, not on a driveway, unless fully enclosed within the garage located on the Lot or are kept behind the front line of the house on the Lot and behind a fence no less than six feet in height.

B. Additionally,
   1) A maximum of one covered vehicle per lot, visible from the street, shall be permitted if said vehicle is entirely covered with a one-piece opaque commercial car cover.
   2) No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Property.
   3) All vehicles must be currently licensed unless they are in a garage or screened with a fence and behind the front line of the house.
   4) No vehicles, trailers, implements or apparatus may be driven or parked in the Common Area or on any easement.
   5) Specifically exempted from the above regulations are Emergency Vehicles as the term is defined in the Act, and only in accordance with the Act regarding parking of such vehicles in the Community.

Section 10.6 No major ongoing repairs or ongoing maintenance, of any automobile or other vehicle shall be made or performed on any driveway or front, side, or back yard of a Lot, or in the street. Such repair and maintenance work shall be confined to the garage and done in such a manner as to allow
the garage door to be closed. Minor maintenance that can be accomplished within a day, such as washing, oil change, rotating of tires, etc. may be completed in the driveway of the Owner's property.

Section 10.7 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further;

A. That no more than three (3) adult animals may be kept on a single Lot except for newborn offspring of such household pets which are under nine (9) months of age.

B. The Board has authority to clarify what is considered a “household pet” in the Rules and Regulations.

C. All such animals shall be kept in strict accordance with all local laws and ordinances, including leash laws, and in accordance with all rules established by the Rider Ridge Homeowner’s Association and the City of Longmont.

D. No resident shall maintain or keep any household pet which is considered to be a danger to the residents or management staff in the Community or is otherwise considered to a nuisance.

E. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the animal from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be adopted by the Board.

F. Feces left by pets on Lots or the Common Area must be removed promptly by the owner of the pet or the person responsible for the pet.

G. Owners shall hold the Association harmless from any claim resulting from any action of their pets or the pets of their tenants, guests or other invitees.

Section 10.8 Garbage and Trash Disposal.

A. All bins and equipment for the storage or disposal of garbage and trash shall be kept in a clean and sanitary condition.

B. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed, or maintained such that they are visible on the front side of a house or garage, facing the primary street of any Lot, except solely on the day before, day of, or day after the designated day for removal of garbage and rubbish.

C. If unable to meet the requirements of Section 10.8.B, immediately above, exceptions for location and screening must be approved by the ARC.

Section 10.9 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and, in a line, connecting them at points 25 feet from the intersection of the street lines, or in the case
of a rounded property corner, from the intersection of the street property lines extended. The same
sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street
property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain
within such distances of such intersections unless the foliage line is maintained at sufficient height to
prevent obstruction of such sight lines.

Section 10.10 Detached Buildings. Any detached accessory building requiring a building permit,
including, but not limited to, detached garages and storage buildings, requires ARC review and
approval prior to construction. Detached accessory buildings must be single story and must not
exceed 10 feet in height including the roof. Detached accessory buildings shall not to be used as a
living space. Homeowners are responsible for following all City of Longmont development
requirements.

Section 10.11 Fences.

A. No privacy fence or wall shall be erected or maintained on any Lot nearer to the street than
the building setback lines for the front and side yards.

1) Chain link or other similar metal fencing is expressly prohibited, except that wire
mesh may be used with split rail fencing to contain animals within the yard.

2) Perimeter fencing and privacy fencing around patios, decks or pools may not exceed
six (6) feet in height.

3) All fences visible from the street must be maintained in a painted, stained and
repaired manner.

4) Decorative fences in front of home setback lines shall not exceed 36 inches in height
and must be approved by the ARC.

5) Pool Fences. It shall be a requirement that any pool constructed within the Property,
whether above ground or in-ground shall be surrounded by a non-climbable
perimeter fence of at least five (5) feet in height and equipped with a self-closing
mechanism on all gates. The design for swimming pool construction must be
submitted to the ARC for prior approval and said approval will not be given unless the
plans therefore include a perimeter fence in compliance with this section.

Section 10.12 Antennae and Satellite Dishes.

A. “Permitted Antennas” are defined as (a) an antenna which is less than one meter in diameter
(i.e., less than 39 inches) 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.

B. 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.

C. Except as allowed by federal statutes and regulation as a Permitted Antenna, 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, unless approved by the ARC pursuant to Article VI.

**Section 10.13** Solar collectors or solar collector panels may be installed only on dwelling roofs. No solar collectors or solar collector panels shall be installed on the ground or anywhere on the property aside from the roof. Solar collectors or solar collector panels must be commercial grade and must be flat mounted upon the roof. Any installation of solar collectors or solar collector panels must comply with City of Longmont regulations and permitting requirements.

**Section 10.14** Exterior Finish.
A. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, paneling or other material. No unpainted concrete block surfaces shall be visible on any exterior wall. The first-floor exterior walls of the main residence building constructed on any Lot shall be composed of at least five percent (5%) masonry or masonry veneer, said percentage to apply the aggregate area of all first-floor exterior walls, excluding windows, doors or other openings and gable ends. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, and all other materials commonly referred to in the Longmont, Colorado area as masonry. Notwithstanding the foregoing, the ARC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood.

B. All exterior walls and garage must be maintained and kept in reasonable condition.

**Section 10.15** Chimneys. All fireplace flues, smokestacks and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ARC.

**Section 10.16** Clothes Hanging Devices. Clothes hanging devices exterior to a dwelling shall not be visible from the front of the Lot.

**Section 10.17** Window Treatment. No aluminum foil, newspaper, cardboard, reflective film or similar treatment shall be placed on windows or glass doors.

**Section 10.18** Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells,
tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

Section 10.19 Mailboxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards.

Section 10.20 Roof. Exposed roof surfaces on any principal and/or secondary structures shall be of commercially acceptable roofing and comply with local and state building codes. If replacing with similar color and composition, ARC approval is not required.

Section 10.21 Setback Lines. All buildings or other structures, permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines as required by the recorded plat.

Section 10.22 Reconstruction of Residences. In the event of damage or destruction to a residence by fire or other casualty, the Owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original plans and specifications thereof; provided however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction. Notwithstanding the foregoing, however, any owner of a damaged residence may request permission from the ARC to reconstruct or repair his residence in accordance with revisions in the plans and specifications. The ARC shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Property in a matter generally consistent with the plan and development thereof.

Section 10.23 Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

Section 10.24 Recreational Elements. Permanent recreational elements such as basketball goals shall require the approval of the ARC.

Section 10.25 Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the surrounding Property, or that unreasonably interferes with the quiet enjoyment by occupants of Lots within the Property.

Section 10.26 In furtherance of the provisions of this Declaration, 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 of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.
ARTICLE XI
GENERAL

Section 11.1 Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or Rules and Regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said Rules and Regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy.

Such remedies that may be exercised by the Association include without limitation:

A. Imposing reasonable monetary fines, after notice and opportunity for a hearing, which if unpaid shall constitute a lien upon the violator's Lot.

B. Suspending the right to vote and the right to use Common Area.

C. 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.

D. 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;

E. Levying supplemental Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

F. Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

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.

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.

Section 11.2 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 11.3 Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity unless sixty-seven percent (67%) of Owners vote to terminate this Declaration.

This Declaration may be amended by the vote or agreement of not less than sixty-seven percent (67%) of the Owners in the Association. Any amendments to this Declaration must be recorded.

Section 11.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 11.5 Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 11.6 Miscellaneous Provisions. Any provision of the within Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

A. The following actions will require notice to all institutional holders of first mortgage liens:
   1) Abandonment or termination of the Association; or
   2) Material amendment to the Declaration.

B. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the Bylaws or Association Rules or Regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

C. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.
D. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

E. Conflicts. In the event of conflict between the terms of this Declaration and any Bylaws, Rules and Regulations or Articles of Incorporation of the Association, this Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

F. Partial Invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors for Rider Ridge Homeowner Association has caused this instrument to be executed on behalf of the Association in response to signed approval of ___% of the Owners.

The undersigned, being the president and the Secretary of the Rider Ridge Homeowner's Association, Inc., hereby certify that the Association has obtained written approval of this Declaration from at least 67% of the Owners have approved this Declaration as required by C.R.S. §38-33.3-217(1)(a). Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

RIDER RIDGE HOMEOWNER'S ASSOCIATION, INC.
a Colorado nonprofit corporation,

By: ________________________________
President

ATTEST:

______________________________
Secretary

STATE OF COLORADO )
) ss.
COUNTY OF Boulder )

The foregoing Declaration was acknowledged before me by ______________________ as President of Rider Ridge Homeowner’s Association, Inc., a Colorado nonprofit corporation, on this day of __________, 20___.

______________________________
Notary Public
My commission expires:

STATE OF COLORADO
COUNTY OF ________

The foregoing Declaration was acknowledged before me by __________________________ as Secretary of Rider Ridge Homeowner's Association, Inc., a Colorado nonprofit corporation, on this day of __________, 20___.

_____________________________________
Notary Public
My commission expires:
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Filing 2:
Block 1; lots 1-8, 11-14
Block 2; lots 1-17
Block 3; lot 1
Block 4; Lots, 1, 12-15, 26
Block 5; Lot 1

Filing 2, Replat A:
Block 1; lots 9&10
Block 3; Lots 2-7
Block 4; Lots 2-11 and 16-25

Filing 3:
Block 1; Lots 1-9
Block 2; Lots 1-7
Block 3; Lost 1-23
Block 4; Lost 1-19