

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR RIVER GLEN SUBDIVISION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Glen Subdivision (the "Property") is effective as of June 15<sup>th</sup> 2014.

**ARTICLE I**

**RECITALS**

**Section a.** River Glen Homeowners' Association (hereinafter the "Association"), is a Colorado non-profit corporation organized and operating as the owners' association for River Glen Subdivision, in Larimer County, Colorado. All owners of Lots or tracts within River Glen are Members of the Association by virtue of their ownership, and are governed by the Association's Articles of Incorporation, Bylaws and any Rules and Regulations, as may be adopted and provided for herein, and as amended from time to time.

**Section b.** All Filings in River Glen have been subject to protective covenants as described on the attached Exhibit A up until the same are amended by deletion upon the execution and recording of this Declaration. Nothing herein contained shall amend or supersede any Covenants appearing upon the Plats of River Glen as described on Exhibit B attached hereto.

**Section c.** It is the desire of the Association that this Declaration supersede the protective covenants described on Exhibit A in order to: correct or eliminate inconsistencies among the provisions of the various protective covenants; be consistent with the Colorado Common Interest Ownership Act; to establish standards for the maintenance and care of the Property; to provide for the fair assessment of the Association's members; facilitate operation and maintenance of common properties; and to ensure the lasting beauty, value and enjoyment of the Property.

**SUBMISSION OF PROPERTY**

The Association declares that the Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of the Property, which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property or any portion thereof, their heirs, personal representatives, successors, and assigns.



## DEFINITIONS

**General.** The following sections define words and phrases which, as used in this Declaration, have the meaning set forth below. Other terms in this Declaration may be defined in specific provisions of the Declaration and shall have the meaning assigned by such definition. ***Defined words and phrases are indicated in this Declaration by capitalizing the first letter of a defined word or of each word in a defined phrase.***

**Act.** The "Act" shall mean and refer to the Colorado Common Interest Ownership Act of the Colorado Revised Statutes (CRS) as it may be amended from time to time. In the context of this Declaration, the Association specifically has not elected to be treated as a post Act common interest community under the Act, but shall be governed by those specific provisions of the Act applicable to pre-Act associations and communities, as set forth in C.R.S. 38-33.3-117.

**Ancillary Structure.** "Ancillary Structure" means permanently constructed patio covers, gazebos, pergolas, swimming pools, hot tubs, saunas, and decks located within thirty (30) feet of the Primary Structure.

**Assessments.** "Assessments" means all annual, special, and/or other assessments levied by the Association for the purposes set forth herein or set forth in the Act, including but not limited to payment for Common Expenses, capital improvements, and reserves for the same.

**Association.** "Association" means River Glen Homeowners' Association, a Colorado non-profit corporation, and its successors and assigns.

**Board or Board of Directors.** "Board" or "Board of Directors" means the governing body of the Association as provided for in the Articles of Incorporation and Bylaws of the Association.

**Common Area.** "Common Area" means any real estate within the Property and improvements thereon owned, leased or controlled by the Association, other than a Lot.

**Common Expenses.** "Common Expenses" means all costs and expenses incurred by the Association for the maintenance, repair, renovation, of Common Areas and facilities. Common Expenses include, by way of example and not limitation, insurance; taxes; reserves for repair or replacement of Common Areas or facilities, and capital improvements; management or administrative expenses; legal and accounting fees and all other reasonable costs and expenses incurred by the Association in the performance of its duties. The Association shall collect Assessments from the Owners to pay Common Expenses in accordance with this Declaration and applicable provisions of the Act. Common expenses do not include individual Lot assessments by a local taxing authority or districts.

**Community.** "Community" means the Property and all improvements located on the Property subject to this Declaration.

**CRS.** "CRS" means the Colorado Revised Statutes.

**Declaration.** "Declaration" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions, together with any amendments and supplements thereto.



**Easements.** "Easements" means access and utility easements described on the Plats of River Glen Subdivision and such other easements as have been or may be granted to or by the Association.

**Fines.** "Fines" means any monetary penalty imposed by the Board of Directors or its appointed representative against an Owner because of a violation of this Declaration, the Articles of Incorporation of the Association, its Bylaws or the Rules and Regulations, by such Owner, a member of the Owner's family or a tenant or guest of the Owner, pursuant to the enforcement and fine policy adopted by the Board.

**Lot.** "Lot" means a physical portion of the Property designated for separate ownership or occupancy.

**Member.** Each Lot Owner in the Property shall be a Member of the Association.

**Owner.** "Owner" means any natural person or entity that holds title in part or in total to a Lot or tract in the Property, but does not include a natural person or entity having an interest in a lot solely as security for an obligation.

**Outbuilding.** "Outbuilding" means: barns, garages, workshops, loafing sheds and similar permanent structures not attached to the Primary Structure.

**Plats.** "Plats" means the plats previously recorded with the Larimer County Clerk and Recorder for River Glen Filings found in Exhibit B and all future filings or additions to the Property.

**Primary Structure.** "Primary Structure" means the single family residential dwelling allowed on a Lot.

**Property.** "Property" means all of River Glen Subdivision, Larimer County, Colorado, according to the recorded Plats found in Exhibit B and all future subdivision developments incorporated into River Glen.

**Reserve Funds.** "Reserve Funds" means assessments collected and saved for contingencies, expected long term repair and emergencies.

**Rules and Regulations.** "Rules and Regulations" means any instruments, however denominated, which are adopted by the Board of Directors for the regulation and management of the Property, including any amendment to those instruments. Rules and Regulations, as well as Architectural Guidelines, Rules and Policies, may be adopted relating to the use of Lots as well as the regulation of Common Elements.

**Structure.** "Structure" means and includes, but is not limited to, residences, fences, storage buildings, garages, barns or sheds, decks, etc.

**Tract A Lots.** Tract A Lots are the 4 lots identified on the "River Glen – Replat of Tract A" recorded with Larimer county on July 18<sup>th</sup>, 2001 with a reception number of 2001059011.

## ASSOCIATION

**Powers and Authority.** The Association has managed and shall continue to manage the business and affairs of the Community. The Association shall have and may exercise with regard to the Community all powers and authority of a non-profit corporation under the Colorado Revised Non-profit Corporation Act, as that Act may be amended. The Association may adopt Rules and Regulations. Additionally, the Association, acting through its Board, shall have all the powers and authority granted to Associations by the Colorado Common Interest Ownership Act, as the same may be amended from time to time.

## ARTICLE II

### PROPERTY RIGHTS

**Section a. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

1. The right of the Association to charge reasonable fees and assessments for maintenance of sewage treatment facilities, maintenance and distribution of irrigation water, maintenance of the Common Area, costs to the Association incurred by or on behalf of a Lot Owner and any other operating costs of the Association.
2. The right of the Association to suspend the voting rights and rights to use of the Common Area by an owner for any period during which any assessment against his/her Lot remains unpaid.
3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two thirds (2/3) of the Association Members.
4. Tract A Lots.
  - a. Tract A Lots may not have access to the HOA owned and managed irrigation water as stated Article VI, section o, of this document. Additional provisions that apply specifically to Tract A Lots are detailed in Article VI, section o of this document.

**Section b. Delegation of Use.** Any Owner may delegate in accordance with the By-Laws, his/her right of enjoyment to the Common Areas and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the Lot.

**Section c.** Each Owner shall be responsible to repair damage to field drains and/or ditches traversing River Glen Subdivision which might occur on his/her lot as a result of construction or improvements.



**ARTICLE III**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**Membership.** Every owner of a Lot shall become a Member of the Association upon acquisition of said Lot. The Association shall have one class of membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership; however, the Board of Directors shall have the authority to define the benefits of membership. The votes of multiple owners of any Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Owners of more than one Lot shall be allocated one (1) vote for each Lot, subject to the Association's right to suspend voting for failure to pay assessments. All membership rights may be assigned by a Member to a tenant, guest or family member, except voting rights. Members unable to attend meetings of the Association where votes of the membership are taken may designate a "proxy" to exercise the Lot's vote. Unless otherwise provided in the declaration, bylaws, or rules of the association, appointment of proxies may be made as provided by the Colorado Revised Nonprofit Corporation Act, as the same may be amended from time to time.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE RESPONSIBILITIES**

**Section a. Covenant for Maintenance of Common Facilities.**

The Association is charged with the duty and responsibility of providing for the maintenance of a sewage treatment facility, until such sewage treatment facility is retired, sewage collection system, and irrigation water distribution facilities.

**Section b. Covenant for Maintenance of Common Area.**

The Common Area is "Tract B" located on the Little Thompson River as depicted on the Plat of River Glen. The Association is charged with the duty and responsibility of providing for the maintenance of the Common Area owned by the Association as designated on the recorded plats of River Glen.

**ARTICLE V**  
**COVENANT FOR ASSESSMENTS AND FEES**

**Section a. Creation of the Lien of Assessment and Personal Obligation of Assessments.** Each Lot Owner, by acceptance of the deed for any Lot, whether or not it shall be so expressed in any such deed or other conveyance or has been recorded shall be deemed to covenant and agree to pay all Assessments allocated to such Lot. Such Assessments, including fees, charges, late charges, attorney fees, court costs, Fines and interest charged by the Association, shall be the personal, joint and several obligation of the Lot Owners at the time when the Assessments or other charges became due. Any lien against a Lot for unpaid assessments or other charges may be foreclosed. The annual, maintenance, sewage treatment fees, reserve assessment and special assessments along with any other fees incurred on behalf of the homeowner, together with interest, collection costs, Fines and reasonable



attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or fee, together with interest, collection costs, Fines and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or fee fell due. The personal obligation for delinquent assessments shall not pass to his/her successor in title unless expressly assumed by them.

**Default.** Any Assessment, charge, fee, Fine or penalty provided for in this Declaration which is not fully paid before the delinquency date as established from time to time by the Board of Directors shall bear interest at a rate determined by the Board from time to time. In addition, the Board may assess a late charge thereon. Any Owner who fails to pay any Assessment, charge, interest, late charge, fee, Fine, or penalty levied by the Association shall also be obligated to pay to the Association all costs and expenses incurred by the Association, including reasonable attorney's fees to collect the delinquent amount, whether or not suit is filed, and such Owner shall have all privileges suspended until such time as the total amount due is paid in full. The total amount due to the Association, including unpaid Assessments, fees, charges, Fines, penalties, interest, late payment charges, costs and attorney's fees shall constitute a continuing lien on the defaulting Owner's Lot. The Association may bring an action against any Owner personally obligated to pay any amount due to the Association, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against a delinquent Owner to recover a money judgment for unpaid amounts due to the Association may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien. Additionally, if any Owner does not timely pay Assessments, the Association in its discretion may suspend the voting rights and other privileges of membership of the Owner during the period of default, upon notice to such Owner.

**Section b. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for: maintenance and operation of the sewage treatment facility until retirement of the sewage treatment facility; sewage collection system; distribution of irrigation water; general expenses of the Association; for Reserve Funds; and for the improvement and maintenance of the Common Areas.

**Section c. Purpose of the Sewage Treatment Fee.** The sewage treatment Fees levied by the Association shall be exclusively for payment to the Town of Berthoud for their processing of sewage from the Association until such time as the Town of Berthoud shall decide to directly bill each Lot Owner for sewage treatment.

**Section d. Special Assessments for Capital Investments.** In addition to the annual and sewage assessments and fees authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common facilities (Sewer Collection System, Irrigation Distribution System) or Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section e. Notice and Quorum for any action authorized under Section d.** Written notice of any meeting called for the purpose of taking any action authorized under Section d or e shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the



first meeting called, the presence of voting members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. [Note: Voting members are those in good standing with payment of all assessments and fees current.] If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) the required quorum of the preceding meeting.

**Section f. Uniform Rate of Assessment and Fees.** Both assessments (annual and special) must be fixed at a uniform rate for all Lots and may be collected no more frequently than on a monthly basis. Exception to Uniform Rate: Fees for direct costs, including, but not limited to, the purchase of additional irrigation water and sewage treatment are passed directly to the homeowner incurring such cost.

**Section g. Date of Commencement of Annual Assessments.**

The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The annual assessment will not include direct costs for such fees as the sewage treatment fee. Direct costs for sewage treatment fees and other fees will be billed as they are incurred by each Owner and indicated as such on the bill sent to each Homeowner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section h. Effect of Nonpayment of Assessments or Fees. Remedies of the Association.** Any assessment or fee not paid within thirty (30) days after the due date shall bear interest from the due date at a rate determined by the Board of Directors as well as a late payment fee not to exceed \$25.00 per month. The Association may impose a late fee, charge interest as noted above, bring an action at law against the Owner personally obligated to pay the same, retain a collection agency, report delinquent credit to a credit bureau and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments or fees provided for herein by non-use of the Common Areas or abandonment of his/her Lot. Additionally, during this time of non-payment, the Association in its discretion may suspend the voting rights and other privileges of membership of the Owner during the period of default, upon notice to such Owner.

**Section i. Subordination of the Lien to the Mortgages.**

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 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 j. Exempt Property.** No Lots recorded on the Plats of River Glen shall be exempt from the provisions of this document.

**Section k. Provision for Maintenance by Larimer County Commissioners.** In the event the River Glen Homeowner's Association fails to maintain the Common Elements referred to in these covenants in a reasonable order or condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners may, as specified in the Larimer County Subdivision Resolution as adopted by the Larimer County Board of Commissioners, August 24, 1972, Section (5) G, assume the responsibilities and duties of the Homeowner's Association.

## **ARTICLE VI.**

### **ARCHITECTURAL REVIEW COMMITTEE**

No building, Ancillary Structure, Outbuilding, animal enclosure, fence, shop, greenhouse, roofing, barn or garage shall be erected, placed, or altered on any site, until the construction plans and specifications; along with a plan showing the location of the structure have been approved in writing by the Architectural Review Committee (ARC). The ARC shall be composed of a minimum of three (3) HOA members, appointed by the Board of Directors. The ARC shall review plans as to quality of workmanship and materials, harmony of exterior design with the existing home, and design and as to location with respect to topography and finish grade elevation. Building shall be constructed per the specifications submitted by the Owner and agreed to with the ARC. Construction shall be reviewed by the ARC on completion to assure compliance with approved plans. Homeowner shall obtain a Larimer County Building Permit when required by the Land Use Code of Larimer County.

In the event the ARC or its representative fails to reply in regard to plans and specifications submitted to it within 21 days, approval will not be required and the related covenants shall be deemed to have been fully complied with. However no building or other structure shall be erected or allowed to remain on any Lot which violates the provisions of this Declaration or the Larimer County Land Use Code.

Buildings or construction performed which do not comply with these articles, or for which no plan was submitted, or for which the plans were rejected shall be removed or modified to comply with changes required by the ARC. Fines may be applied and/or a suit to enjoin to enforce compliance may be brought by the Association for construction performed for which no plan was submitted or for construction that does not match a submitted plan. In the event that a plan is rejected by the ARC, the homeowner may appeal to the Board of Directors. An appeal request must be submitted to the Board of Directors, in writing, within 14 days of receiving a rejected plan from the ARC.

**Section a. Building Type and Occupancy.** No part of said subdivision shall be occupied or used by an owner thereof for any use other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, the Primary Structure, not to exceed two (2) stories in height.

Two Outbuildings, not connected to the Primary Structure, shall be permitted. The ARC may reject a



building plan if the location, height and size, of the planned construction would cause a significant impact to adjacent homeowners view or enjoyment of property.

A garden shed not to exceed 120 sq ft. shall be permitted in addition to the two Outbuildings. Garden sheds shall have a roof eave overhang that complements the roof eave overhang of the Primary Structure. Garden sheds shall be built on a level foundation. Plastic or metal garden sheds are not permitted.

Additions, such as garage space or a workshop, may be added to the Primary Structure and shall be connected directly, or via a "breezeway," to the Primary Structure and shall not count as an Outbuilding. Outbuildings, additions and Ancillary Structures shall be constructed in harmony with the Primary Structure and shall have: the same color scheme, roofing material that is the same as, or complements the primary residence, and similar siding to the primary residence.

Ancillary Structures such as permanently constructed patio covers, pergolas, decks, pools, hot tubs, saunas and gazebos are considered part of the main structure as long as they are within 30 feet of the Primary Structure, whether or not they are connected to the Primary Structure. Ancillary structures shall be constructed of a size and material in keeping with the harmony and appearance of the main structure. Ancillary Structures constructed within 30 feet of the Primary Structure shall not be counted as Outbuildings.

**Section b. Dwelling Materials.** No residence or ancillary building shall be built of any kind of material that is commonly known as "boxed" or "sheet metal" construction unless the same shall be covered over upon the outside walls with weatherboard, siding, brick, stone, or other equivalent veneer material. All buildings shall complement the residence structure and be of similar material and color. Roof materials shall be the same for each freestanding structure, for example composite roofing may not be used for an addition to the Primary Structure when the Primary Structure has tile roof. A garage, breezeway and Primary Structure that are all attached or connected shall have one roofing material.

Roofing material shall be of high quality material and may be of the following types or materials:

- Clay tile, concrete tile or stone tile,
- Laminated or composite shingles that have a minimum thickness of 3/8" and imitate shake or tile appearance,
- Shake roofs are permitted, but not required. The use of shake roofing material for *new construction* is discouraged. Existing shake roofs may be repaired.

Roofing materials for new construction or replacement on any structure must be approved by the ARC.

Any building or addition placed, erected, or maintained upon any Lot in the tract shall be entirely constructed thereon, and the same shall not, or shall any part thereof, be moved or placed thereon from elsewhere. Modular or "mobile homes" are prohibited.



**Section c. Dwelling Size.** No one-story ("ranch style") house shall be erected on any part of the above-described property unless the ground floor area thereof shall be a minimum of 1,200 square feet. In the case of a structure of a bi-level or two-story construction, the ground level of said structure must have a minimum area of 900 square feet. In the case of a structure of "split-level", "multi-level", or "tri-level" construction, the ground level (main level) and the upper level (or level immediately above the ground level in the case of a multi-level house) must have a total minimum area of 1,200 square feet. Garages, basements, crawl spaces, and unenclosed or screened spaces such as porches, breezeways, or carports are excluded from the computation of such area.

**Section d. Building Location.** The location of any building upon the site must meet the Larimer County Land Use Code and have prior written approval of the Architectural Review Committee. No building shall be placed so as to interfere with any easements, without the prior written consent to such variance by the ARC and the easement owner. Buildings shall be located on properties such that they have a minimal impact to adjoining properties.

**Section e. Fencing.** No fence or wall shall be erected, placed, or altered on any site unless approved in writing by the Architectural Review Committee.

**Section f. Temporary Structures.** No structure of a temporary character such as a mobile home, trailer, shack, barn or outbuilding shall be used on any lot as a residence, temporarily or permanently.

**Section g. Water and Sanitation.** Any residence constructed on any Lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the Subdivision. Privies, outhouses, chemical toilets, etc., are expressly prohibited.

**Section h. Nuisance.** No Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of Owners of other Lots or annoy them by permitting unreasonable noises, lights, odors, or otherwise, nor shall any nuisance or illegal activity be committed or permitted to occur on any Lot. For purposes of this paragraph failure to maintain buildings, grounds, fences and animal enclosures so that such structures become dilapidated; on a Lot that does not comply with ARC guidelines, constitute nuisances.

**Section i. Refuse and Rubbish.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other form of solid, semi-solid, or liquid waste. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary container. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining on nearby premises. Burning of trash will not be permitted.

**Section j. Appearance of Lots.** Each lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or streets except as necessary during the period of construction. In the event any structure is destroyed, either wholly or partially by fire or any other casualty, said structure shall be



promptly rebuilt or remodeled to conform with these covenants; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No elevated tanks of any kind shall be erected, placed, or permitted upon any part of said property. Any tanks used in connection with any residence constructed on said property, including tanks for storage of gas or oil, must be below ground. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. Weeds must be kept cut on all grounds including grounds not used for lawns or gardens.

No trailers, farm machinery or motor vehicles of any kind, including cars, trucks, trailers, motorcycles, or the like, may be stored, junked or otherwise maintained in an idle or unworkable condition in plain view. Only those vehicles and machines of good running condition, which are currently licensed and registered as may be appropriate, are permitted to be kept outdoors.

**Section k. Animals.** "Commonly accepted household pets" are permitted, provided they are not kept or maintained for commercial purpose by the Lot Owner or tenant. Rental or leasing of facilities on a Lot for boarding of any animal is prohibited. For the purposes of this section, "commonly accepted household pets" include domestic dogs and domestic cats. "Commonly accepted household pets" also include aquaria or caged fish, reptiles, amphibians and birds maintained exclusively in the residence, except for poisonous species or species listed as invasive, or prohibited by state or federal agencies. No hybrids with domestic and wild cats or wolves and dogs permitted. Commonly accepted household pets do not include species prohibited later in this Section k. Household pets shall not be permitted to run at large in the community and shall be under the owner's control. The Board of Directors shall have the right to further define "commonly accepted household pets" in the event that an animal not listed or described in this paragraph is requested to be admitted by a homeowner. The Board of Directors does not have the right to change the definition of the animals that are included or excluded specifically in this paragraph and Section k.

Up to four (4) horses or four (4) llamas or (4) alpacas or a combination thereof, not to exceed four (4) may be permanently housed on a Lot, subject to the provisions below.

Seasonal 4-H animals are permitted on a Lot for the period March 1<sup>st</sup> thru October 30<sup>th</sup> during a calendar year. Only the following species of "4-H" animals listed shall be permitted: goats and sheep. The number of goats and sheep on a lot shall not exceed three (3), in total, subject to the provisions below. Furthermore, the total number of horses, llamas, alpacas, goats and sheep shall not exceed five (5), in total.

Chickens are permitted on a lot but not more than six (6) chickens shall be permitted on a Lot subject to the provisions below. No roosters shall be permitted on any Lot. Homeowners that wish to maintain chickens shall submit a plan to the ARC that includes specification for enclosures as well as a maintenance plan for the routine cleaning and disposal of chicken manure. Chicken enclosures and location of manure storage shall be such that they are away from adjoining properties to the extent possible. Chicken manure shall be removed from the property not less than every 3 months. The ARC may require more frequent removal of chicken manure from a property if odor becomes a nuisance.



No swine, cattle, fowl or any other livestock animal shall be housed, raised or left on any Lot other than those listed above. The right to keep any horses, llamas, alpacas, chickens or 4-H animals may be revoked for a Lot by the Board of Directors if it is determined that they become a nuisance, as defined in Section h, above, or fail to comply with the provisions listed below.

Provisions for keeping horses, llamas, chickens and 4-H animals:

- Animals shall be controlled on the property and not permitted to run at large.
- 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.
- Pastures shall be maintained and not allowed to become overgrazed.
- Manure shall be routinely removed from animal enclosures and pastures as may be defined by the ARC
- Manure shall be routinely removed from the property or may be mulched and used as topsoil as may be defined by the ARC
- Seasonal 4-H animals shall not be allowed on a property from November 1<sup>st</sup> thru February 28<sup>th</sup>.

Animal enclosures shall be subject to the liens and conditions as herein provided in Article VI, Sections a thru e, and Section h. Animal enclosures shall require approval of the ARC.

**Section k. Agricultural Activities.** Nurseries, greenhouses, gardens, etc. are permitted as described in Sections a thru d, above, provided that offensive odors and dust are confined to the premises. Nurseries or greenhouses shall be constructed in accordance with Article VI, Sections a thru e, above, and shall require approval of the ARC. All agricultural activities must be incidental to, and a part of, the normal residential land use of the property and not be commercial in nature.

**Section l. Signs.** No sign of any kind shall be displayed to the public view on any part of the above-described property except one professional sign per dwelling of not more than 10 square feet in area, one sign of not more than 5 square foot advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or a dwelling during the construction and sales period. In accordance with the Act, political signs shall be permitted but shall be removed within seven (7) days after the election for which they apply occurs. Political signs may be posted up to forty-five (45) days prior to the election. Political signs shall be the lesser of the following: (a) the maximum size allowed by any applicable local regulation regarding political signs on residential property, or (b) 36 inches by 48 inches.

**Section m. Oil and Mining Activities.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

**Section n. Exterior Maintenance.** In the event an owner of any Lot in the Properties shall fail to maintain the premises in accordance with the covenants, guidelines, and policies and procedures, then the Board of Directors shall have the right to Enforcement as detailed in Section VII of this document.



**Section o. Re-Subdividing.** No further subdivisions or re-subdivision of any Lot or combination of Lots as shown upon the recorded plat shall be permitted.

Notwithstanding the foregoing, Tract A has been subdivided into four (4) separate Lots as per the "River Glen - Replat of Tract A", recorded with Larimer County on July 18<sup>th</sup>, 2001 with a reception number of 2001059011, collectively known as the "Tract A Lots." These Tract A Lots are subject to the following additional provisions as well as all other Covenants, Conditions and Restrictions stated herein:

- i. Each of the four (4) Tract A Lots shall be restricted to the construction of one single family residence only, and except as specifically amended herein, title to each of the Tract A Lots shall be encumbered by and subject to all other provisions of this Declaration.
- ii. The Owner of each Tract A Lot shall have the right to tap into and utilize adjacent existing wastewater/sewer mains upon payment of a tap fee (the "Tap Fee") to the Association as set forth in subsection iii below. Notwithstanding anything contained in this Declaration to the contrary, the Association shall have no obligation to provide irrigation water to the Tract A Lots. The Association shall have no obligation to ensure that domestic water is available for each Tract A Lot.
- iii. The Tap Fee shall initially be set at \$5000.00 per tap, but shall increase on the first and each successive annual anniversary date of April 4<sup>th</sup>, 1999 to an amount equal to the sum determined by multiplying the amount of the Tap Fee then in effect for the immediately preceding twelve month period, by 1.03. The Tap Fee shall be payable to the Board on or before the date a building permit application is submitted to the governmental agency with jurisdiction thereof for the first construction on a Tract A Lot.
- iv. Owners of the Tract A Lots shall be required to pay all applicable Association fees and assessments in effect from time to time on an equal basis with other Owners, notwithstanding that irrigation water is not provided to the Tract A Lots.

**Section p.** No person shall be permitted to interfere with or direct the natural course of any drainage or runoff so as to alter the natural flow onto or across the Lot of another.

**Section q. Existing non-conformance.** Buildings, structures and fences that are non-conforming to this Article VI of the covenants and exist as of May 1<sup>st</sup>, 2014 shall be permitted to remain. The right to maintain swans at 1916 Riverview Dr was granted to Treena Milano by the RGHOA Board of Directors in 1982. Treena and David Milano shall have the right to maintain the swans until they are no longer residents and/or the property at 1916 Riverview Dr changes ownership. The right to maintain swans shall not be renewed for any future homeowner at 1916 Riverglen Dr nor granted to any other homeowner in River Glen in the future. These instances of non-conformance shall not invalidate the enforcement of these covenants after the effective date of these covenants.

**Section r. Hearing Panel.** The Board of Directors shall create a Hearing Panel consisting of Members of the Association, to hear appeals from the Architectural Review Committee (ARC) and to conduct investigations and hearings regarding covenant, bylaw or Rules and Regulations violations, all as



determined by the Board of Directors and defined in the Association's Rules, Regulations, Policies and Procedures.

## **ARTICLE VII.**

**Section a. Enforcement.** Enforcement of any provision of this Declaration, the Bylaws, and Rules and Regulations shall be by appropriate proceedings by statute, at law or in equity against those persons violating or attempting to violate any such provision. Such proceedings may be for the purpose of removing a violation, restraining or enjoining a future violation, recovering damages for any violation, foreclosing a lien, obtaining such other and further relief as may be available, or any combination thereof. Such proceedings may be instituted by the Association or by a Lot Owner. In any such proceedings the prevailing party shall be entitled to recover the costs and reasonable attorney's fees incurred in connection with such proceedings. In addition, the Association may levy Fines against a Lot Owner, or such Owner's lessee, because of a violation of the terms of this Declaration or any Rules, Regulations, Policies and Guidelines. The Rules and Regulations adopted by the Association shall provide for notice to the affected Lot Owner, or such Owner's lessee, and hearing before any such Fines are assessed. The unpaid Fines shall be added to the Assessments against the Lot of such Owner. The failure to enforce any provision of this Declaration, the Bylaws and the Rules and Regulations shall not preclude or prevent the enforcement thereof for a further or continued violation, whether such violation shall be of the same or of a different provision.

**Section b. Severability.** Invalidation or modification of any one of these restrictions and limitations herein set forth by judgment, Court Order, State or County planning authority, or the like, shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section c. Amendment.** This Declaration may be amended at any time upon proper notice, by the affirmative approval of 66% of all the Members in good standing or under any authorized procedure to amend covenants set forth in the Act, as amended. Members in good standing means Members that have not had voting privileges suspended for failure to timely pay Assessments. (See Article V, Section a).

**Section d. Annexation.** Additional property may be annexed with the consent of not less than 66% of the Members in good standing as stated above.



**Section e. Indemnification.** To the full extent permitted by law, each officer and member of the Board, employee, ARC or other Committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' 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 their being or having been an officer, member of the Board, employee or Committee member of the Association, or any settlement thereof, whether or not they are an officer, member of the Board, employee or Committee member of the Association at the time such expenses are incurred, except in such cases where such officer, member of the Board, employee or Committee member, is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association.



## Exhibit A

### Covenants and amendments rescinded by this document:

- River Glen Declaration of Covenants, Conditions and Restrictions, dated June 25<sup>th</sup>, 1973, recorded with Larimer County at Book 1613, page 209.
- River Glen Declaration of Covenants, Conditions and Restrictions, amended August 13<sup>th</sup>, 1974 (not recorded with Larimer County).
- Second Amendment of River Glen Declaration of Covenants, Conditions and Restrictions, recorded April 23<sup>rd</sup>, 1999, recorded with Larimer County with a reception number of 99034634.
- Third Amendment of River Glen Declaration of Covenants, Conditions and Restrictions, recorded November 16<sup>th</sup>, 2000, with Larimer County with a reception number of 2000078808.
- Amendment to Declaration of Covenants, Conditions and Restrictions of River Glen Subdivision recorded April 29<sup>th</sup>, 2002, with Larimer County with a reception number of 2002046999.

## Exhibit B

### Plats of River Glen (not rescinded by this document):

- Amended Plat of River Glen, recorded with Larimer County August 13<sup>th</sup> 1974 with a reception number of 95551.
- River Glen – Replat of Tract A, recorded with Larimer County on July 18<sup>th</sup>, 2001 with a reception number of 2001059011.

## Certification of the Board

The Board hereby certifies that in accordance with the Declaration of Covenants and section 38-33.3-217 of the Colorado Common Interest Ownership Act that more than 67% of the Owners have approved the foregoing Revised and Restated Declaration of Covenants, Conditions and Restrictions for River Glen Subdivision, as evidenced by the separate counterpart signature pages attached hereto.

### River Glen Homeowners Association

#### Attest

Tye Riley 6-11-2014  
Tye Riley, President

Mark McGee 6/11/2014  
Mark McGee, Secretary

