

46 NOW, THEREFORE, the undersigned do hereby publish and declare that in
47 addition to the ordinances of the County of Larimer, State of Colorado, the following
48 amended and restated terms, covenants, conditions, easements, restrictions, reservations,
49 limitations, uses, locations, and obligations shall be deemed to run with the land and shall
50 be a burden and benefit to the Property owners, their successors, and assigns, and any
51 persons or entity holding any interest in the Property and improvements, their grantees,
52 and their heirs, executors, administrators, devisees, successors, or assigns.
53

54 IN WITNESS WHEREOF, the undersigned hereby state and declare that the Prior
55 Declaration is hereby superceded and replaced in its entirety by these Protective
56 Covenants, and that all of the Property and all improvements thereon shall be held and
57 conveyed subject to the following terms, covenants, restrictions, conditions and other
58 provisions herein.
59

60 **1. BOARD OF DIRECTORS AND ARCHITECTURAL CONTROL.**

61
62 **A. BOARD OF DIRECTORS.**

- 63
64 i. The governing body of the Association shall be the Board of Directors,
65 as provided in the Articles of Incorporation and the By-Laws of the
66 Association.
67
68 ii. Unless otherwise stipulated in the Articles of Incorporation or the By-
69 Laws of the Association, the Board of Directors shall serve as the
70 Architectural Control Committee ("ACC").
71
72 iii. No member of the Board of Directors/ACC shall be entitled to any
73 compensation for services performed pursuant to these Protective
74 Covenants.
75

76 **B. ARCHITECTURAL CONTROL**

77
78 No building or other structure, including but not limited to, dwellings, sheds,
79 garages, and outbuildings shall be erected, placed, or altered on any Parcel of
80 the Property until the building plans including a plot plan showing the location
81 of the structure have been approved by the ACC. In evaluating the plans and,
82 in addition to any other restrictions set forth in these Protective Covenants, the
83 ACC shall consider the suitability of the improvement as related to the
84 building site involved, the nature of adjacent and neighboring improvements,
85 the quality of the materials to be utilized and the effect of any proposed
86 improvement upon the views, value and aesthetic quality of neighboring
87 properties.
88

89 The ACC shall review, study, and approve, approve with conditions, or reject
90 proposed improvements upon the building site subject to these Protective
91 covenants and restrictions. The ACC agrees to use reasonable judgment in

92 passing upon such submitted plans, but shall not be liable to any owner for its
93 decisions, actions, or failure of actions in connection with submitted plans and
94 descriptions, unless it shall be shown that the ACC acted with malice.
95 Approval of any plans, specifications and other matters having been
96 previously approved by the ACC shall not be subject to further review by any
97 subsequent ACC. If the ACC fails to approve or disapprove the submitted
98 plans in any instance within thirty (30) days after the plans have been
99 submitted to it, the approval of the ACC shall be presumed; provided, no
100 building or other structure which violates any of the covenants or restrictions
101 contained herein shall be erected or allowed to remain on any Parcel.
102

103 At the time said plans are approved, the builder or owner shall proceed
104 diligently with the construction, and the exterior of any such structure shall be
105 completed within eighteen (18) months of the date of approval by the ACC.
106 The ACC may grant an extension beyond the eighteen (18) month
107 construction period for good cause and when such extension is requested by
108 the owner.
109

110 **2. LAND USE AND BUILDING TYPE.**
111

112 No Parcel of Property shall be used for any purpose other than single-family
113 residential. Examples of permitted improvements, in no particular order, are: single-
114 family dwelling; garage; a guest house; non-residential outbuildings and structures
115 such as pump house, storage shed, barn, stable, or corral. No improvements shall be
116 erected, placed or permitted to remain on any Parcel except those which are used for
117 residential purposes or are used in the maintenance of the dwelling, land, livestock or
118 equipment.
119

120 In addition to the requirements of these Protective Covenants the owner shall be
121 responsible for ensuring that all improvements comply with all applicable codes and
122 regulations.
123

124 **3. BUILDING LOCATION AND EASEMENTS.**
125

126 No building or other structure shall be located so as to interfere with any easement.
127 There shall be a right-of-way easement thirty (30) feet in each direction from the
128 center line of all existing and proposed roads. There shall be a twenty (20) foot utility
129 easement adjacent to and parallel with all such road right-of-ways, lot lines, and
130 section lines. There shall be utility guying easements on all Parcels as required by the
131 utility involved.
132

133 **4. NUISANCE.**
134

135 Nothing which may be or may become annoying or a nuisance to other Parcel owners
136 shall be permitted on any Parcel. No obnoxious or offensive activity or commercial
137 business or trade shall be carried on upon any Parcel, except that professional offices

138 such as those of a doctor, lawyer, dentist or engineer may be maintained within the
139 main dwelling. For purposes of this covenant, ungaraged or unstored construction
140 materials, inoperative automobiles, machines, or other equipment which remain on
141 any Parcel for longer than ninety (90) days is a nuisance.
142
143

144 **5. TEMPORARY RESIDENCE.**
145

146 No structure or vehicle of a temporary character, trailer, mobile home, basement, tent,
147 or accessory building shall be used on any Parcel as a residence. However, a pickup
148 camper, camper trailer, or motor home may occupy a Parcel for a period not to
149 exceed eighteen (18) months during the construction of the permanent residential
150 structure. All vehicles must be properly licensed and maintained. The Board of
151 Directors may grant temporary relief from this provision when good cause is shown.
152

153 Recreational vehicles such as a camper trailer, tent or pickup camper may occupy a
154 Parcel, which does not have a permanent residential structure for a period not to
155 exceed one hundred twenty (120) days per calendar year. All recreational vehicles
156 must be properly licensed and maintained and must not constitute a nuisance.
157

158 Recreational vehicles which are properly licensed and maintained may be parked near
159 a permanent residential structure so long as they do not create a nuisance.
160

161 **6. REFUSE AND RUBBISH.**
162

163 Rubbish, refuse, garbage, and other wastes shall be kept within sealed containers,
164 shall not be allowed to accumulate on a Parcel, and shall be disposed of in a sanitary
165 manner. No Parcel or easement shall be used or maintained as a dumping ground for
166 such materials. All containers shall be kept in a neat, clean, sanitary condition.
167

168 **7. AGRICULTURAL USE.**
169

170 Any Parcel may be used for the grazing of livestock such as cattle, horses, and sheep.
171 Overgrazing is prohibited; the livestock shall not be permitted to run loose and shall
172 be properly cared for with adequate maintenance, food, and shelter. It shall be the
173 responsibility of the owner to fence the Parcel when livestock are to be maintained on
174 such Parcel. Other low-impact agricultural activities may be approved by the Board
175 of Directors.
176

177 **8. FENCES.**
178

179 Fences shall be permitted on individual Parcels provided, however, that any fence
180 shall be so constructed as not to interfere with the easement required for access to
181 adjoining lands, unless cattle guards are installed in place of gates, and in the event of
182 a cattle guard, a bypass gate shall be installed.
183

184 **9. ROADS.**

185

186 All roads within or providing access to the Property shall be considered as private
187 roads for the private use of the members of the Association and their guests. The
188 maintenance of said roads shall be the responsibility of said Association.

189

190 **10. ROAD MAINTENANCE.**

191

192 A. All owners of any Parcel shall be members of the Association and shall be
193 obligated to bear the cost of maintaining the roads by paying dues. Each
194 Parcel owner shall be assessed annual dues, the amount of which is defined
195 within the By-Laws. For purposes of this determination and for determining
196 the membership of said Association, persons/entities owning a Parcel in joint
197 tenancy or tenancy in common shall be considered to be the owner of one (1)
198 Parcel of land and entitled to one (1) vote, and each unit of land shall be
199 considered as one (1) Parcel, he or they shall nonetheless be responsible for
200 payment of the costs allocated to one Parcel only.

201

202 B. It is covenanted and agreed that the terms and conditions of this covenant
203 shall be for the mutual use and benefit of all the present and future Parcel
204 owners and that it runs with and is attached to the land.

205

206 C. All payments are to be made to the Association. In the event that said
207 Association shall fail or refuse to act, then the owners of the Parcels
208 themselves may, by a two-thirds (2/3) majority vote of their number,
209 determine to whom payments shall be made and the manner and time of
210 payment.

211

212 **11. ENFORCEMENT.**

213

214 Enforcement of these Protective Covenants shall be by the Association or any owner
215 through appropriate proceedings at law or in equity against those persons/entities
216 violating or attempting to violate any covenant or covenants. Such judicial
217 proceeding shall be for the purpose of removing a violation, restraining a future
218 violation, for recovery of damages for any violation, for recovery of assessments due,
219 or for such other and further relief as may be available. In any action to enforce these
220 Protective Covenants the losing party shall be required to pay court costs, reasonable
221 attorneys' fees, expert witness fees and all other court-related costs of the prevailing
222 party or parties. Any action to enforce or interpret these Protective Covenants may be
223 brought only in the Courts of Larimer County, Colorado. The failure to enforce or to
224 cause the abatement of any violation of these Protective Covenants shall not preclude
225 or prevent the enforcement thereof of a further or continued violation of these
226 Protective Covenants, whether said violation shall be of the same, or a different
227 provision within these Protective Covenants.

228

229 **12. SEVERABILITY.**

230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256

Should any part or parts of these Protective Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining Protective Covenants.

13. DURATION AND AMENDMENT OF PROTECTIVE COVENANTS.

These Protective Covenants shall run with the land, shall be binding upon all persons/entities owning or otherwise holding any interest in the Parcels of the Property and persons/entities hereinafter acquiring said Parcels of the Property and shall be in effect until the owners of two-thirds (2/3) of the Parcels choose to amend or terminate these Protective Covenants through a duly written and recorded instrument.

**OWNER SIGNATURE PAGES (ATTACHED)
FOR
FIRST AMENDED AND RESTATED PROTECTIVE COVENANTS
FOR
MEADOW BROOK RANCH ROAD ASSOCIATION**

Date: July 9, 2009

257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306

EXHIBIT A
To First Amended Restated Protective Covenants
Meadow Brook Ranch Road Association

Description of Property

That portion of Sections 26 and 27, Township 12 North, Range 72 West of the 6th P.M., County of Larimer, State of Colorado, more particularly described as follows:

Beginning at the North Quarter corner of Section 27, thence along the North-South centerline of said Section, South 00°42'47" West 2695.14 feet to the center of said Section; thence along the East-West centerline of said Section, South 89°14'36" East 2674.12 feet to the East Quarter corner of said Section 27, said point being also the West Quarter corner of said Section 26; thence along the East-West centerline of said Section 26, South 89°30'49" East 2742.96 feet to the center of said Section; thence along the North-South centerline of said Section North 00°58'52" East 1180.54 feet; thence South 89°30'49" East 282.96 feet; thence North 26°30'00" East 914.88 feet; thence South 29°01'19" East 225.84 feet; thence South 30°01'08" East 284.16 feet; thence South 65°25'22" East 1202.45 feet; thence South 60°10'28" East 771.55 feet to the East line of the Northeast Quarter of said Section 26; thence along said East line South 00°00'31" East 692.48 feet to the East Quarter corner of said Section 26; thence along the East line of the Southeast Quarter of said Section 26, South 01°03'39" West 2631.02 feet to the Southeast corner of said Section 26; thence along the South line of said Southeast Quarter North 89°42'24" West 2722.62 feet to the South Quarter corner of said Section 26; thence along the South line of the Southwest Quarter of said Section 26, North 89°51'39" West 2703.77 feet to the Southwest corner of said Section 26, said point being also the Southeast corner of said Section 27; thence along the South line of the Southeast Quarter of said Section 27, South 89°30'56" West 2701.66 feet to the South Quarter corner of said Section 27; thence along the South line of the Southwest Quarter of said Section 27, North 87°34'28" West 2714.69 feet to the Southwest corner of said Section 27; thence along the West line of the Southwest Quarter of said Section 27, North 00°10'24" East 2635.94 feet to the West Quarter corner of said Section 27; thence along the West line of the Northwest Quarter of said Section 27, North 00°02'43" West 2614.05 feet to the Northwest corner of said Section 27; thence along the North line of said Northwest Quarter, North 89°04'35" East 2774.04 feet more or less to the point of BEGINNING.

The above described parcel contains a gross acreage of 911.17 acres more or less.

That portion of Sections 23, 26 and 27, Township 12 North, Range 72 West of the 6th P.M., County of Larimer, State of Colorado, more particularly described as follows:

307 Beginning at the North Quarter corner of said Section 27;
308 thence along the North line of the Northeast Quarter of
309 said Section, South 88°06'39" East 1708.11 feet to the
310 TRUE POINT OF BEGINNING; thence continuing South 88°06'39"
311 East 977.63 feet to the Northeast corner of said Section,
312 said point being also the Southwest corner of said Section
313 23 and being also the Northwest corner of Section 26;
314 thence along the West line of the Southwest Quarter of
315 said Section 23, North 00°10'59" West 633.23 feet; thence
316 South 67°17'59" East 1067.26 feet; thence South 74°06'48"
317 East 483.28 feet; thence South 61°58'36" East 740.51 feet;
318 thence North 74°44'42" East 339.35 feet; thence South
319 69°15'57" East 545.58 feet; thence South 17°00'51" East
320 150.70 feet; thence North 87°32'57" East 107.06 feet;
321 thence South 70°10'16" East 303.59 feet; thence South
322 29°01'19" East 72.11 feet; thence South 26°30'00" West
323 914.88 feet; thence North 89°30'49" West 282.96 feet to
324 the North-South centerline of said Section 26; thence along
325 said centerline South 00°58'52" West 1180.54 feet to the
326 center of said Section; thence along the East-West center-
327 line of said section North 89°30'49" West 2742.96 feet to
328 the West Quarter corner of said Section 26, said point
329 being also the East Quarter corner of said Section 27; thence
330 along the East-West centerline of said Section North 89°14'36"
331 West 2674.12 feet to the center of said Section 27; thence
332 along the North-South centerline of said Section North
333 00°42'47" East 1985.50 feet; thence South 89°14'36" East
334 1707.75 feet; thence North 00°42'47" East 875.87 feet more
335 or less to the TRUE POINT OF BEGINNING.

336
337 The above described parcel contains a gross acreage of
338 315.10 acres more or less.

339
340 That portion of Section 27, Township 12 North, Range
341 72 West of the 6th P.M., County of Larimer, State of
342 Colorado, more particularly described as follows:

343
344 BEGINNING at the North Quarter corner of said Section
345 27; thence along the North line of the Northeast Quarter
346 of said Section, South 88°06'39" East 1708.11 feet;
347 thence South 00°42'47" West 875.87 feet; thence North
348 89°14'36" West 1707.75 feet; thence North 00°42'47"
349 East 909.63 feet more or less to the point of BEGINNING.
350 The above described parcel contains a gross acreage of
351 35.00 acres more or less.

**MEADOW BROOK RANCH ROAD ASSOCIATION
BALLOT - FIRST AMENDED AND RESTATED PROTECTIVE COVENANTS**

Ballot to adopt the First Amended and Restated Protective Covenants ("Amended Covenants")
for Meadow Brook Ranch Road Association.

These Amended Covenants revise the originally filed Protective Covenants, recorded December
27, 1978, with the First Supplement, recorded October 22, 1979 and the Second Supplement,
recorded May 14, 1980 in Book 1917 beginning at page 746 of the Larimer County, Colorado
records.

In order to adopt the Amended Covenants we will need the owners of a majority of the parcels to
vote in favor. The Association Board has approved the Amended Covenants and recommends
that they be adopted. If the Parcel is jointly owned, please have all owners sign. You will find
the signature blocks below. Please add more, if space is needed for additional signatures.

Return this ballot by Sept. 1, 2009 to:

David Schwaab
1411 Hillside Drive
Fort Collins, CO 80524

Sincerely,
Meadow Brook Ranch Road Association Board of Directors
Guy Mendt, President

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 39

OWNER #1

Name: Jessica G. Davis

Signature: 

Date: 8/29/09

OWNER #2

Name: LaVern L. Swanson

Signature: 

Date: 8/29/09

(Check one)

I/we approve the adoption of the Amended Covenants: ✓

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 23

OWNER #1

Name: Joy Buckles Landeira

Signature: Joy Buckles Landeira

Date: July 26, 2009

OWNER #2

Name: _____

Signature: _____

Date: _____

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 35

OWNER #1

Name: Paul Ehni

Signature: Paul Ehni

Date: 7/26/09

OWNER #2

Name: Marilyn Ehni

Signature: Marilyn Ehni

Date: 7/26/09

(Check one)

I/we approve the adoption of the Amended Covenants: _____

I/we do not approve the adoption of the Amended Covenants: X

PARCEL NUMBER: 14

OWNER #1

Name: Gary L Thorne

Signature: Gary L Thorne

Date: 8-10-09

OWNER #2

Name: Lola Thorne

Signature: Lola Thorne

Date: 8-10-09

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 37 + 38

OWNER #1

Name: Matthew W. Fries

Signature: Matthew W. Fries

Date: 8/18/09

OWNER #2

Name: N/A

Signature: N/A

Date: _____

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 24

OWNER #1

Name: BOB MORGAN

Signature: Bob Morgan

Date: 8-23-09

OWNER #2

Name: HEIDI MORGAN

Signature: Heidi Morgan

Date: 8-23-09

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 22

OWNER #1

Name: David J Denham

Signature: David J Denham

Date: 8/20/09

OWNER #2

Name: Marty Denham

Signature: Marty Denham

Date: 8/20/09

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 89, 103, 32, 33 & 34

OWNER #1

Name: Charles V. Baker

Signature: Charles V. Baker

Date: 8/23/09

OWNER #2

Name: Sheila Baker

Signature: Sheila Baker

Date: 8/23/09

(Check one)

I/we approve the adoption of the Amended Covenants: ✓

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 20, 25

OWNER #1

Name: GLENN W. SNYDER, joint owner Snyder Joint Living Trust

Signature: Glenn Snyder

Date: 08/17/2009

OWNER #2

Name: Heidrun Annelie Snyder, joint owner Snyder Joint Living Trust

Signature: Heidrun Annelie Snyder

Date: 08/19/2009

(Check one)

I/we approve the adoption of the Amended Covenants: ✓

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 15

OWNER #1

Name: RONALD G. FAZZIO

Signature: Ronald G Fazio

Date: 8/20/09

OWNER #2

Name: SHERI FAZZIO (DECEASED)

Signature: _____

Date: _____

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 3

OWNER #1

Name: Kirk S. Leamon S

Signature: Kirk Leamon S

Date: 8/19/09

OWNER #2

Name: Pamela A. Leamon S

Signature: Pamela A. Leamon S

Date: 8/19/09

(Check one)

I/we approve the adoption of the Amended Covenants:

I/we do not approve the adoption of the Amended Covenants:

PARCEL NUMBER: 17

OWNER #1

Name: WECKER, ROGER L.

Signature: Roger L. Wecker

Date: AUGUST 20, 2009

OWNER #2

Name: N/A

Signature: _____

Date: _____

(Check one)

I/we approve the adoption of the Amended Covenants:

I/we do not approve the adoption of the Amended Covenants:

PARCEL NUMBER: 16

OWNER #1

Name: Pamela Lombardo

Signature: P Lombardo

Date: 8/17/09

OWNER #2

Name: _____

Signature: _____

Date: _____

(Check one)

I/we approve the adoption of the Amended Covenants:

I/we do not approve the adoption of the Amended Covenants:

PARCEL NUMBER: 18

OWNER #1

Name: DAVID JETHWAAS

Signature: [Handwritten Signature]

Date: 7/18/09

OWNER #2

Name: Kathleen Collins

Signature: Kathleen A Collins

Date: 7/18/09

OWNER #3

Name: ROGER ROUNTREE

Signature: [Handwritten Signature]

Date: 8/17/09

OWNER #4

Name: Robin Ritter Rountree

Signature: Robin Ritter Rountree

Date: 8/17/09

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 5

OWNER #1

Name: Thomas Powers

Signature: Thomas Powers

Date: 7-20-2009

OWNER #2

Name: Mary Powers

Signature: Mary Powers

Date: 7-20-2009

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 1

OWNER #1

Name: Mark Wilford

Signature: Mark Wilford

Date: 7-25-09

OWNER #2

Name: Kori Wilford

Signature: Kori Wilford

Date: 7-25-09

(Check one)

I/we approve the adoption of the Amended Covenants: X

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 7

OWNER #1

Name: Bernard F. Sheehan

Signature: Bernard F. Sheehan

Date: 7-22-2009

OWNER #2

Name: _____

Signature: _____

Date: _____

(Check one)

I/we approve the adoption of the Amended Covenants: ✓

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 11

OWNER #1

Name: Ivy W. Parish

Signature: Ivy W. Pa

Date: 7/23/09

OWNER #2

Name: _____

Signature: _____

Date: _____

(Check one)

I/we **approve** the adoption of the Amended Covenants:

I/we **do not approve** the adoption of the Amended Covenants:

PARCEL NUMBER: 36

OWNER #1

Name: Linda Keefgawd

Signature: [Handwritten Signature]

Date: _____

OWNER #2

Name: _____

Signature: _____

Date: _____

(Check one)

I/we **approve** the adoption of the Amended Covenants:

I/we **do not approve** the adoption of the Amended Covenants:

PARCEL NUMBER: 40

OWNER #1

Name: Rob Alfad

Signature: [Handwritten Signature]

Date: 7/29/09

OWNER #2

Name: Chris Nelson

Signature: [Handwritten Signature]

Date: 7/29/09

(Check one)

I/we approve the adoption of the Amended Covenants:

I/we do not approve the adoption of the Amended Covenants:

PARCEL NUMBER: 12

OWNER #1

Name: Bruce J. Noble

Signature: [Signature]

Date: 07-22-09

OWNER #2

Name: _____

Signature: _____

Date: _____

(Check one)

I/we approve the adoption of the Amended Covenants:

I/we do not approve the adoption of the Amended Covenants:

PARCEL NUMBER: 13

OWNER #1

Name: Kathy Mendt

Signature: [Signature]

Date: 7/23/09

OWNER #2

Name: Guy Mendt

Signature: [Signature]

Date: 7/21/09

(Check one)

I/we **approve** the adoption of the Amended Covenants:

I/we **do not approve** the adoption of the Amended Covenants:

PARCEL NUMBER: 18

OWNER #1

Name: DAVID PERHAM

Signature: [Handwritten Signature]

Date: 7/18/09

OWNER #2

Name: Kathleen Collins

Signature: Kathleen Collins

Date: 7/18/09

OWNER #3

Name: ROGER ROUNTREE

Signature: [Handwritten Signature]

Date: 8/17/09

OWNER #4

Name: Robin Ritter Rountree

Signature: Robin Ritter Rountree

Date: 8/17/09

(Check one)

I/we **approve** the adoption of the Amended Covenants: X

I/we **do not approve** the adoption of the Amended Covenants:

PARCEL NUMBER: 21

OWNER #1

Name: Bruce Cropp

Signature: C. Bruce Cropp by Cathleen J Lopez (daughter)

Date: 8-6-09

OWNER #2

Name: Mary J. Cropp

Signature: Mary J. Cropp by Cathleen J. Lopez (daughter)

Date: 8-6-09

Approved by Bruce + Mary by email 8-5-09
They are in Singapore as of this date and
asked me to vote yes for them.
You can contact them through e-mail
at momsmary@aol.com.

Thanks
Cathi Lopez
482-4012

9. ARTICLE 13 - Duration and Alteration:

a. The language in this Article has been changed so that the Protective Covenants will not expire. The requirement for a 2/3s vote of owners to amend the document has not been changed.

The Board truly appreciates your review of the Amended Covenants and your prompt return of the ballot.

Board of Director Contacts for questions on the Amended Covenants:

Guy Mendt, President
1001 Medicine Man Court
Windsor, CO 80550
970-686-7024
Guy@mendt.com

Sheila Baker, Vice President
1758 North Overland Trail
Fort Collins, CO 80521
970-484-5321
ynsbaker@ix.netcom.com

David Schwaab, Secretary/Treasurer
1411 Hillside Drive
Fort Collins, CO 80524
970-215-0742
david@rebil.com

WE APPROVE THE AMENDED COVENANTS:

C. Bruce Cropp

Mary Cropp

Parcel 21

8-19-09

(Check one)

I/we approve the adoption of the Amended Covenants: ✓

I/we do not approve the adoption of the Amended Covenants: _____

PARCEL NUMBER: 36

OWNER #1

Name: DAN ROGERS

Signature: 

Date: 7/22/09

OWNER #2

Name: _____

Signature: _____

Date: _____

I AM NOT IN CONTACT WITH
LINDA KEEFAUVER #2



(Check one)

I/we **approve** the adoption of the Amended Covenants: ✓

I/we **do not approve** the adoption of the Amended Covenants: _____

PARCEL NUMBER: 2

OWNER #1

Name: Greg Frank

Signature: [Handwritten Signature]

Date: 8/12/09

OWNER #2

Name: Janine Frank

Signature: [Handwritten Signature]

Date: 8/12/09

NEEDS
JOHANNE
O'NEILL
SIGNATURE

Invalid

27

(Check one)

I/we **approve** the adoption of the Amended Covenants: _____

I/we **do not approve** the adoption of the Amended Covenants: x

PARCEL NUMBER: 4 & 6

OWNER #1

Name: A.H. BARNES

Signature: A.H. Barnes

Date: 8/1/09

OWNER #2

Name: A.H. Barnes

Signature: A.H. Barnes

Date: 8/1/09

NEED
CLARE'S
SIGNATURE

Invalid