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business in Colorado having a Best's Insurance report rating of B/VI or better covering the risks below.

To the extent possible, property and liability insurance shall incorporate the following:

- a. The insurer waives the right to subrogation under the policy against a Lot owner, member of the household of a Lot Owner, the Association, its Directors, officers, employees and agents.
- b. An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.
- c. Contain a "severability of interest" clause that the insurance cannot be canceled, invalidated or suspended on account of the negligent or intentional acts of the Association, its Directors, officers, employees and agents.
- d. If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner which covers the same risk covered by the policy, the Association's policy provides primary insurance.
- e. Losses must be adjusted with the Association
- f. Insurance proceeds shall be paid to the Association but are to be held in trust for each Lot Owners and the holder as a Security Interest encumbering such a Lot.
- g. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Lot owner and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- h. The name of the insured shall be substantially as follows: "Fox Ridge Homeowner's Association of Severance for the use and benefit of the individual Lot Owners"
- i. Of the deductible portion, each Lot Owner shall pay an equal pro rata share thereof as an additional Common Expense.

8.2 Public Liability and Property damage Insurance. The Association shall obtain and maintain comprehensive public liability coverage and personal injury liability coverage, covering liabilities of the Association, its Directors, officers, employees, agents and Members arising in connection with the ownership, operation, maintenance, occupancy or use of the Common elements and any other area the Association is required to maintain pursuant to this Declaration with a minimum single limit or per occurrence limit of One Million Dollars (\$1,000,000.00).

8.3 Workmen's Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workmen's compensation and



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employer's liability insurance as may be necessary to comply with applicable laws.

- 8.4 Fidelity Bonds. A blanket fidelity bond or dishonest insurance coverage is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he or she receives compensation for his or her services. The bond or insurance shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the bond or insurance is in force. In no event shall the bond or coverage be for an amount less than the sum of three (3) months' assessments plus reserve funds.
- 8.5 Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain Directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association. This insurance will have limits determined by the Executive Board.
- 8.6 Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association.

#### ARTICLE IX. INDEMNIFICATION

- 9.1 To the full extent permitted by law, each officer and member of the Executive Board of the Association shall be and are hereby indemnified by the Lot Owners and the Association against all expenses and liabilities, including attorney's 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 or member of the Executive Board of the Association, or any settlement thereof, whether or not they are an officer or a member of the Executive Board of the Association at the time such expenses are incurred, except in such cases where such officer or member of the Executive Board 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 Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

#### ARTICLE X. SPECIAL DECLARANT RIGHT AND ADDITIONAL RESERVED RIGHTS

- 10.1 Special Declarant Rights. The Declarant hereby expressly reserves the right, for a period of twenty (20) years following the recordation of this Declaration in the office of the Clerk and Recorder of Weld County, Colorado, to perform the acts and exercise the rights hereinafter specified ("Special Declarant Rights"). The Special Declarant Rights include the following:
- a. Control of Association and Executive Board. The right to remove any officer or member of the Executive Board.





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- b. Completion of Improvements. The right to complete improvements indicated on Plats filed with Weld County, Colorado, and as they may be amended from time to time.
- c. Sales Management and Marketing. The right to maintain model homes, sales offices, construction offices, management offices, signs advertising the Lots and Common Interest Community and models and to conduct sales activities therein. Such right shall include signage, both fixed and moveable, and flag and flagpoles.
- d. Construction and Access Easements. The right to use easements through the Common Elements for the purpose of making improvements and to provide access. The right to construct and complete the construction of Lots, garages, buildings, drives, streets and roads and all other improvements on the Property, and to repair and maintain the Common Elements.
- e. Master Association. The right to make the Common Interest Community subject to a Master Association.
- f. Merger. The right to merge or consolidate the Common Interest Community with another developed property of the same form of ownership.

10.2 Additional Reserved Rights. In addition to the special Declarant Rights set forth in Section 10.1 above, the Declarant also reserves the following additional rights ("Additional Reserved Rights"):

- a. Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes, including, but not limited to, streets, paths, walkways, drainage, recreation areas, parking areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Lot Owners within the Common Interest Community.
- b. Use Agreements. The right to enter into, establish, execute, amend and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of recreational facilities, which may or may not be a part of the Common Interest Community for the benefit of the Lot Owners and/or the Association, including, but not limited to, the use of open space areas and common areas owned or controlled by the Declarant.
- c. Colorado Common Interest Ownership Act. The right to amend this Declaration to comply with the requirements of the Colorado Common Interest Ownership Act in the event and provision contained herein does not so comply with the Act.
- d. Amendment Rights. The right to amend any provision of this declaration until all of the lots have been disposed of by Declarant.



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- e. Architectural Control. The right to veto or override any architectural committee decision until all lots are disposed of by Declarant.
  - f. Other Rights. The right to exercise any Additional Reserved Right created by any other provision of this Declaration.
- 10.3 Rights Transferable. Any Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of the Declarant may be transferred and recorded in Weld County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee.

#### ARTICLE XI. USE RESTRICTIONS AND ARCHITECTURAL CONTROL

There shall be created a committee called the Fox Ridge Subdivision Architectural Review Committee. No building shall be erected, placed, or altered on any Lot, nor shall any wall, fence, or other enclosure, deck, patio, porch, solar collector, or other improvement, be located thereon, until construction plans and specifications, including, without limitation, exterior colors for painted and stained surfaces, plot plan and configuration, size and square footage of improvements, have been submitted to and have been approved by the Architectural Review Committee, in its sole discretion, as to quality of workmanship and materials, harmony of design with surrounding structures, exterior colors, location with respect to topography and grade. Two (2) complete sets of plans and specifications (including landscaping plans) with complete detail shall be furnished to the Architectural Review Committee. All plans and specifications must be complete, legible, and understandable but need not be professionally drawn or prepared. The Architectural Review Committee reserve the right to reject plans and specifications if they, in their sole discretion, deem them to be incomplete or insufficient. Additionally, the Architectural Review Committee reserves the right to waive or vary from any of the requirements described in this Declaration. The Architectural Review Committee may retain one (1) set as part of its permanent files. the following items must be included in such plans and specifications in addition to other items which the Architectural Review Committee may require, in its sole discretion from time to time, and shall, without limitation, be subject to approval of the Architectural Review Committee in its sole discretion:

- a. Size and square footage of finished space including floor plans;
- b. Exterior elevations;
- c. Exterior colors and samples of exterior materials. All colors must conform to the requirements of the Architectural Review Committee;
- d. Such plans must demonstrate that the improvements are in harmony with the design of surrounding structures and show variations in the exterior design to avoid monotony of repetition with other surrounding structures;
- e. Plot layout with respect to topography , grade and drainage in relation to existing dwellings and drainage.



The Architectural Review Committee shall consist of not less than one (1) nor more than three (3) persons. the initial number of and members to the Architectural Review Committee shall be determined by the Declarant. As of the date of this Declaration, the Architectural Review Committee shall consist of Thomas G. Francis, Carolyn G. Francis and Laurel Buchanan, whose collective address is c/o Thomas G. Francis, P.O. Box 10, Windsor, CO 80550. If the Architectural Review Committee consists of more than one member, a majority of the Architectural Review Committee may designate a representative to act for it. Neither the members of the Architectural Review Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this Declaration. the Architectural Review Committee shall, however, have the authority to use the services of an architect as consultant and charge a sum not exceeding One Hundred Fifty Dollars (\$150.00) for each set of plans and specifications submitted to it for approval to defray the fees of the consultant. the consultant shall not have the right to vote in passing on the plans and specifications. Until Declarant sells or conveys all Lots owned by Declarant, Declarant shall have the right to appoint the members (or their successors) of the Architectural Review Committee. Upon the sale of all Lots owned by Declarant, the Architectural Review Committee shall be appointed on an annual basis by the Board of Directors of the Association from among the Lot Owners. In the event of the death or resignation of any member of the Architectural Review Committee, the remaining members shall have the authority to designate a successor.

The Architectural Review Committee's approval or disapproval as required in this Declaration shall be in writing or indicated on the builder's or Owner's set of plans and specifications. In the event the Architectural Review Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the plans and specifications will be deemed to be approved; and the related covenants described in this Declaration shall be deemed to have been fully complied with; provided, however, that such approval will only be deemed to have occurred with regard to matters sufficiently and specifically described in plans and specifications which are actually received by the Architectural Review Committee. All buildings and improvements shall be constructed in accordance with the plans and specifications approved by the Architectural Review Committee. Any changes to approved plans and specifications shall require resubmission to, and approval by, the Architectural Review Committee. Any improvements made by the Declarant shall be exempt from the provisions and requirements of this Article XI relating to architectural control and approval.

The Architectural Review Committee may from time to time formulate and adopt guidelines and procedures consistent with this Declaration for the purpose of procedures consistent with this Declaration for the purpose of clarifying or assisting in the exercise of its duties contemplated by this Declaration. Additionally, the Architectural Review Committee may formulate guidelines and rules regarding the adoption of architectural and construction standards and the regulation of use of Lots on the Property, the contents of which guidelines may not necessarily be reflected by this Declaration; provided, however, that to the extent the contents of any guideline is not contemplated in this Declaration, such guideline must be approved by the Board of Directors of the Association. Copies of the adopted guidelines and procedures may be obtained from the Architectural Review Committee upon request and payment of an amount equal to the cost of copying such guidelines and procedures.





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The approval or disapproval by the Architectural Review Committee of any plans, drawings, or specifications for any work or construction done or proposed, or in connection with any other matter requiring the approval of the Architectural Review Committee under this Declaration, shall not be deemed to constitute a waiver of any right to approve or disapprove any similar plan, drawing or specification or matter whenever subsequently or additionally submitted for approval by any Owner.

Within thirty (30) days after written demand therefor is delivered to the Architectural Review Committee by any Owner, and upon payment to the Association of a reasonable fee from time to time to be fixed by the Architectural Review Committee, the Architectural Review Committee shall provide an Owner with an estoppel certificate executed by any one of its members, certifying with respect to any Lot of said Owner, that as of the date thereof either (a) all improvements and other work made or done upon or within said Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements and work do not so comply, in which event the certificate shall also (i) identify the non-complying improvements and work and (ii) set forth with particularity the cause or causes for such non-compliance.

- 11.1 Use Restrictions. All Lots shall be used and improved exclusively for occupancy and residence by a single family. For purposes of this section, the term "single family" shall mean and refer to an individual or two (2) or more persons related by blood or marriage or and unrelated group of not more than three (3) persons living together in a Residence constructed upon the Lot. No Lot shall be used as a child care facility which, for purposes of this Declaration, shall include child care services provided for a fee to children who are not related by blood or marriage to at least one (1) person residing in a Residence constructed upon a Lot.
- 11.2 Restrictions on Leasing. No Lot Owner shall lease his or her Residence to any group of people other than a "single family" as defined in Section 11.1 hereinabove nor shall any lease be for a period of less than thirty (30) days. All such leases shall be in writing and shall contain a covenant by the tenant or tenants that their use and occupancy of the Residence pursuant to the terms of the lease are subject to the terms and conditions set forth in this Declaration and that such tenant will abide by the terms promulgated by the Association relative to parking, noise levels and any other activities which may unreasonably interfere with the use of Lots by the Owners of adjoining Lots.
- 11.3 Home Occupations. In addition to any restrictions imposed upon Lot Owners by the County of Weld with regard to home activity or home occupation upon his or her Lot which shall involve the sale or storage of merchandise upon the Lot, the delivery of merchandise or materials to the Lot by commercial vehicles more often than once a week or the use of more than twenty percent (20%) of the space within a residence for such business or home occupation. Notwithstanding the foregoing, the Architectural Committee or the Executive Board of the Association shall have the right to authorize prohibited business activities or home occupations upon any Lot provided that it shall first determine that such



home occupation or business shall not unreasonably interfere with the use and enjoyment of the Common Interest Community by other Lot Owners and provided further that the Owner conducting such business activities or home occupation agrees to such reasonable Rules and Regulations as may be imposed upon him or her by the Architectural Committee or the Executive Board of the Association.

- X 11.4 Signs and Advertising. No signs (except one [1] sign of not more than five [5] square feet per Lot advertising that the Lot is for sale or for rent), advertising, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain in or on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health, safety or life of any person or which may unreasonably disturb the other Owners. The foregoing provisions of this section shall not apply to any reasonable signs, advertising or billboards of the Declarant in connection with its sale of Lots or otherwise in connection with its development of the Common Interest Community.
- X 11.5 Vehicles, Boats and Campers. No trailers, motor homes, camper units, boats, snowmobiles, all-terrain vehicles, motorcycles or similar recreational vehicles shall be stored or permitted to remain for more than three (3) consecutive days on any Lot except within enclosed garages, provided that the Architectural Committee or the Executive Board of the Association shall have the power to grant permission to store such vehicles on a Lot under such conditions as such Committee shall deem appropriate to protect the rights of other Lot Owners in the Common Interest Community. In addition, no trucks, mobile homes, commercial vehicles, unused vehicles, snowmobiles, all-terrain vehicles or motorcycles shall be kept, placed, stored or maintained upon any Lot or on the Common Elements in such a manner that such vehicle is visible from neighboring Lots, the common Elements or any road. Commercial vehicles engaged in the delivery or pick up of goods or services shall be exempt from the provisions of this section provided that they do not remain within the Common Interest Community in excess of the reasonable period of time required to perform such commercial function. For purposes of this section, a three-fourths (3/4) ton or smaller vehicle, commonly known as a "pick-up truck," shall not be deemed to be a "truck" or "commercial vehicle." The term "unused vehicle" shall mean and refer to any vehicle which has not been driven under its own propulsion for a period of four (4) days or longer.
- X 11.6 Household Pets. No animals, livestock, poultry, venomous reptiles or bees of any kind shall be raised, bred, kept or boarded upon any Lot, except that dogs, cats or other household pets as the same may be defined and determined by the Association may be kept on any portion of the Common Interest Community, provided the same are not kept, bred or maintained for any commercial purposes. The Association may, in its sole discretion, limit the number of household pets which may be kept upon any Lot. However, each Lot Owner shall have the right to keep a minimum of two (2) household pets on any Lot. Household pets shall be subject to any Rules and Regulations adopted by the Association and all governmental ordinances or laws applicable to the Common Interest Community. Each Owner of a pet shall be responsible for the prompt clean up and removal of such pet's excrement from his or her Lot.





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X 11.7 Radio and Television Antennae or Electrical Devices. No exterior television antenna, radio antenna or satellite transmitting or receiving devices shall be placed, allowed or maintained upon any portion of any Residence or other structure located upon a Lot or any other portion of the Common Interest Community without the express written consent of the Executive Board or its Architectural Committee. In addition, no electronic devices or systems causing unreasonable electrical interference with radio or television receivers located within a Residence upon any Lot shall be placed or maintained on any Lot.

X 11.8 Garbage and Refuse. All rubbish, trash, garbage and other waste materials shall be disposed of in a neat and sanitary manner and shall be removed from each Lot on a regular basis and shall not be allowed to accumulate on any Lot, Common Element or other portion of the Common Interest Community. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean and sanitary condition. Trash containers for each Lot shall be kept within garages or areas designated by the Association except during days designated for pickup and disposal. The designated trash disposal company shall be Bunting Trash Removal Company phone number (970)-339-3202.

X 11.9 Storage. No tanks for the storage of gas, fuel, oil, chemicals or other matter shall be erected, placed or permitted above the surface of any Lot. Not clothesline equipment, service yards, woodpiles or storage areas shall be permitted on any Lot without the approval of the Association or the Executive Board of the Association which may require enclosure or screening, such as privacy fences, landscaping or berming, to conceal such areas from the view of neighboring Lots.

X 11.10 Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or the Common Elements, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to any other Owner. No oil drilling, oil development operation, oil refinery, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

11.12 Building Location. Except as otherwise provided in this section, no Residence or other structure shall be constructed or placed upon any Lot nearer to the front Lot line, side Lot line or rear Lot line than the following minimum setback requirements:

- a. Front Lot Line: No building shall be located on any Lot nearer than thirty-five (35) feet from the front Lot line.
- b. Side Lot Line: No buildings shall be located on any Lot nearer than twenty (20) feet to the side Lot line unless an easement adjacent to the side Lot line is in excess of said Twenty (20) feet, in which event no building shall be located or placed on said easement and the minimum side Lot line shall increase accordingly.
- c. Rear Lot Line: No building shall be located on any Lot nearer than twenty (20) feet to the rear Lot line.