

SECOND AMENDMENT TO THE
RESTATED AND AMENDED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RIDGE, P.U.D.

WITNESSETH:

WHEREAS the Restated and Amended Declaration of Covenants, Conditions and Restrictions for The Ridge, P.U.D. was recorded March 21, 1978, at Reception No. 240405 of the Larimer County, Colorado records, and

WHEREAS, the First Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for The Ridge, P.U.D. was recorded November 18, 1982, at Book No. 2194, Page 742, of the Larimer County, Colorado records, and

WHEREAS, the undersigned being the owners of two-thirds (2/3) of the Lots within The Ridge, P.U.D., as defined in the Restated and Amended Declaration of Covenants, Conditions and Restrictions for The Ridge, P.U.D., desire to amend and modify said Restated and Amended Declaration of Covenants, Conditions and Restrictions as more fully provided herein.

NOW, THEREFORE, the undersigned, hereby publish and declare that the terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations and obligations of the Restated and Amended Declaration of Covenants, Conditions and Restrictions for The Ridge, P.U.D. are hereby modified and amended as follows:

1. Article VI, Lien For Nonpayment of Assessments, Section A, is amended in its entirety to read as follows:

Section A: Effect of Nonpayment of Assessments:
Remedies of the Association

It shall be the duty of each Owner to pay a proportionate share of all assessments made by the Association. Unpaid Assessments shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum. In addition, any Owner who fails to pay an Assessment when due ("the Defaulting Owner") shall be obligated to pay to the Association on demand all costs and expenses incurred by the Association, including reasonable attorney's fees, in attempting to collect the delinquent Assessment. The total amount due from a Defaulting Owner, including unpaid Assessments, interest, costs, and attorney's fees, shall constitute a lien on the Defaulting Owner's Lot prior to all other liens and encumbrances, recorded or unrecorded, except (a) taxes, special assessments, and special taxes thereto for or thereafter levied by any political subdivision or municipal corporation of this state, and other state or federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of record, including all unpaid obligatory sums as may be provided by such encumbrances, and including additional advances made thereon prior to the arising of this lien.

2. Article VII, Owners' Obligation For Payment of Assessments, Section A, is amended in its entirety to read as follows:

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Section A: Personal Obligation to Pay Assessments

Assessments made by the Association against each Owner shall be the personal and individual debt of the Owner at the time the assessment is made. Suit to recover a money judgment for unpaid assessments, interest, costs, expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. No Owner may exempt himself from liability for such contributions toward the Common Expenses by waiver of the use or enjoyment of the Common Area, Roads and Easements, or by abandoning the Lot.

3. Article VIII, Protective Covenants, Section 3, Permitted Uses, is amended as follows:

Subsection (d) is amended and restated in its entirety as follows:

(d) Maintenance of livestock upon any Lot shall not be permitted.

Subsection (h) is amended by adding language so that the subsection reads as follows:

(h) All living units, garages, additions, outbuildings and sheds shall have cedar shake shingle roofs; or Class A fire resistant, simulated cedar shake roofing material, subject to the approval of the Architectural Control Committee.

Subsection (i) and (j) are deleted and replaced in their entirety by the following:

(i) Unregistered or inoperable motor vehicles of any type shall not be stored or parked on or in front of any Lot for more than seventy-two (72) hours, except within a fully enclosed garage. For purposes of this provision, any disassembled or partially disassembled vehicle which has not been moved under its own power for more than fourteen (14) days shall be considered an inoperable vehicle subject to this provision and the seventy-two (72) hour period referenced above shall commence at the end of the fourteen (14) days.

(j) Recreational Vehicles, defined as campers, trailers, motorhomes, boats, snowmobiles, all-terrain vehicles, machines, and the like, shall not be permitted to remain upon any Lot, except within fully enclosed garages, or within fully-screened areas approved by the Architectural Control Committee, with the following exceptions:

i. Occasional parking of Recreational Vehicles on a Lot by the Owner for such purposes as vehicle maintenance for a period of not more than three (3) days.

ii. Occasional parking of Recreational Vehicles on a Lot by visiting family member(s) or guest(s) of the Owner for a period of not more than two (2) weeks.

4. Article VIII, Section 6, is amended by deleting subsection (a), "Yard Maintenance".

5. Article VIII, Section 8, is amended by substituting the words "City of Fort Collins" for the words "County of Larimer".

6. Article VIII, Section 9, is amended to read as follows:

9. Architectural Control.

No building shall be erected, placed or altered on any Lot, nor shall any wall, fence, antenna, or other structure be located thereon, until construction plans and specifications, including exterior colors for painted and stained surfaces, and plot plans have been submitted to and have been approved by the Architectural Control Committee as to qualify of workmanship and materials, harmony of design with surrounding structures, exterior colors, and location with respect to topography and grade.

7. Article VIII, Section 10, is amended to read as follows:

10. Procedure.

The Committee's approval or disapproval as required in these covenants shall be in writing or indicated on the builder's set of plans and specifying. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, the undersigned have executed this document as of the 3rd day of JUNE, 1995.

OWNER:

ADDRESS:

LOT NO.:

<u>[Signature]</u>	<u>4725 Regency Dr.</u>	<u>53</u>
<u>[Signature]</u>	<u>4624 Regency Dr.</u>	<u>44</u>
<u>[Signature]</u>	<u>4617 Regency Dr.</u>	<u>48</u>
<u>[Signature]</u>	<u>4809 Chippendale</u>	<u>2</u>
<u>[Signature]</u>	<u>4701 Chippendale</u>	<u>4</u>
<u>[Signature]</u>	<u>4624 Chippendale</u>	<u>64</u>
<u>Theodore Tsai</u>	<u>4816 Regency Dr.</u>	<u>37</u>
<u>[Signature]</u>	<u>1401 Hepplewhite</u>	<u>17</u>
<u>[Signature]</u>	<u>4716 Chippendale Dr.</u>	<u>61</u>
<u>[Signature]</u>	<u>4808 REGENCY</u>	<u>38</u>
<u>[Signature]</u>	<u>4724 Regency</u>	<u>41</u>
<u>[Signature]</u>	<u>1501 Hepplewhite</u>	<u>12</u>
<u>[Signature]</u>	<u>4908 Chippendale Dr.</u>	<u>57</u>
<u>[Signature]</u>	<u>1500 Hepplewhite</u>	<u>29</u>
<u>[Signature]</u>	<u>1400 Hepplewhite Ct.</u>	<u>26</u>
<u>[Signature]</u>	<u>1317 Hepplewhite Ct.</u>	<u>18</u>
<u>[Signature]</u>	<u>4608 Regency Dr.</u>	<u>46</u>
<u>[Signature]</u>	<u>4917 Chippendale</u>	<u>34</u>
<u>[Signature]</u>	<u>4801 Regency Dr.</u>	<u>55</u>
<u>[Signature]</u>	<u>4901 Chippendale Dr.</u>	<u>32</u>
<u>#21 [Signature]</u>	<u>4709 Regency</u>	<u>51</u>

