

installments for the Unit during the period of any foreclosure. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Each Assessment against a Unit is the personal obligation of the person who owned the Unit at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 4.10 Subordination of Lien to Mortgagees. The lien for assessments shall have the highest priority permitted by law except it shall be subordinate to the lien of any purchase money loan evidenced by a recorded First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien except the sale or transfer of any Lot pursuant to foreclosure of a First Mortgage, or any proceeding in lieu thereof, shall extinguish the assessment lien as to assessments which became due prior to such sale or transfer.

Section 4.11 Rate of Assessment. Except as otherwise specifically provided herein, annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 4.12 Statement of Assessments. The Association shall furnish to any Owner or his designee, or to any Mortgagee or its designee, upon written request delivered personally to any Director or by certified mail to the mailing address of the Association, a statement reflecting any unpaid assessments currently levied against such Owner's or Mortgagee's Lot. The statement shall be furnished within fourteen (14) days after receipt of the request and shall be binding upon the Association. If no statement is furnished when properly requested, the Association shall have no right to assert against the requesting party any lien upon the Lot for unpaid assessments due as of the date of the request. The Association shall keep financial records sufficiently detailed to enable the Association to comply with this Section. All financial and other records shall be reasonably available for examination by any Owner or his designee.

Section 4.13 Recording of Lien. A lien for unpaid assessments may be described in an affidavit of a Director and recorded with the clerk and Recorder of Weld County, Colorado stating the amount of the unpaid assessments and that a statement reflecting any unpaid assessments was furnished to the Owner, Mortgagee, or respective designee if same was requested pursuant to Section 4.12 herein.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 Architectural Review & Approval; Architectural Committee. No Improvements shall be constructed, replaced, altered, painted, or otherwise located or changed upon any portion of any Lot without first obtaining the written approval of the Board as provided herein. The Board may delegate this responsibility and authority to a committee made up of not less than three (3) individuals appointed by, and serving at the sole discretion of, the Board ("Architectural Committee"). Such individuals may, but need not be, Owners/Members, and may include Declarant and any agent, employee, or other representative of Declarant. If an Architectural Committee is appointed, a majority of such committee shall constitute a quorum of the committee, and a majority of committee members present at any meeting whereat a quorum is present shall be required for committee action. Notice of all Architectural Committee meetings shall be furnished to each member of the committee; however, failure to furnish such notice shall not effect the validity of any otherwise valid action taken at a meeting. As used herein, "Architectural Committee" shall refer to either the Board or Architectural Committee, whichever may be applicable.

Section 5.2 Approval of Plans and Specifications; Standard for Review. To assure that the Property is developed and maintained so to maximize its value and esthetic quality, the Architectural Committee is vested with the broadest authority available under law in reviewing and approving or rejecting all Improvements; however, no Improvements may be made or altered, whether or not approved by the Architectural Committee, which violate any restriction contained in this Declaration. Any approval or rejection of any Improvements shall not be deemed a waiver or estoppel with respect to the Architectural Committee's subsequent approval or rejection of any similar Improvements. Each request for approval of Improvements shall be evaluated individually



on a case-by-case basis and no prior or subsequent action by the Architectural Committee shall limit its broad discretion and authority in approving or rejecting each request. The Architectural Committee may waive, modify or increase requirements on a case-by-case basis.

Section 5.3 Design/Construction/Material Standards and Guidelines. In furtherance of the broad discretion vested in the Architectural Committee herein, these restrictive covenants generally do not provide for specific standards or guidelines of design, construction, or materials. However, without limiting the broad authority and discretion vested in the Architectural Committee herein, the Architectural Committee has established standards and guidelines for design, construction, and materials in connection with any Improvements which may be amended from time to time. IF EXPRESSLY APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE, any Improvements made in STRICT AND FULL COMPLIANCE with such standards and guidelines shall be deemed final approval by the Architectural Committee as herein required. SUBSTANTIAL COMPLIANCE WITH ESTABLISHED STANDARDS AND GUIDELINES SHALL NOT BE DEEMED DE FACTO APPROVAL; ONLY STRICT AND FULL COMPLIANCE SHALL BE DEEMED DE FACTO APPROVAL UNLESS EXPRESSLY PROVIDED IN WRITING BY THE ARCHITECTURAL COMMITTEE TO THE CONTRARY. Such standards and guidelines shall be merely a tool for use by any Owner in preparing his plans in connection with obtaining Architectural Committee approval as required herein, and compliance with any such standards and guidelines shall not constitute final approval or satisfaction of any minimum or other standard without having obtained actual Architectural Committee approval as required herein. Nothing herein, including without limitation the Architectural Committee's established standards and guidelines which when fully and strictly complied with shall be deemed de facto approval, shall limit the Architectural Committee's right to enforce its rights and remedies hereunder for any failure to either obtain the required approval or fully comply with any established standards or guidelines.

Section 5.4 Plan Review Procedure. If the Architectural Committee has established architectural guidelines and standards which when fully complied with shall be deemed de facto approval as provided within Section 5.3 above, the Owner wishing to make or alter any Improvements, or such Owner's designated representative (submitting party referred to as "Applicant"), prior to commencement of any on-site work upon or to any Improvement, the



Applicant must obtain the written approval of the Architectural Committee as follows: The Applicant must submit to the Architectural Committee at least two (2) full sets of plans. The Architectural Committee may thereafter require additional or modified plans be submitted for review. The Architectural Committee may require a processing fee be paid by the Applicant at the time of submission in an amount determined by the Board.

Upon receipt of all required plans and any required fee, the Architectural Committee shall thereafter have thirty (30) days to furnish Applicant with written Notice of approval or rejection of the plans as submitted. If rejected, the Architectural Committee shall furnish a written explanation of the basis for its rejection, and shall, if practical, furnish suggested modifications which would render the plans acceptable, subject to resubmission for review and approval upon completion of any such modifications. The Architectural Committee may condition its approval upon certain modifications being made to the plans, in which event, such plans shall be deemed approved only upon submission to the Architectural Committee of one (1) complete set of all revised plans fully incorporating and reflecting all such required modifications. Whether approved or rejected, the Architectural Committee shall return one set of plans as approved/rejected together with written Notice thereof, and shall keep the second set of plans.

Section 5.5 Governmental Requirements: Adequacy of Plans. The review and approval process provided for herein is separate from, and in addition to, all approvals, permits, and other requirements as may be required by any government, governmental agency, quasi-governmental entity, or public or private utility having any jurisdiction over the Property. Approval of any plans by the Architectural Committee shall not be deemed an assurance or guarantee that any plans as approved comply with any governmental or other requirements other than the requirement for Architectural Committee approval, nor that any such plans are adequate in terms of design, engineering, or other respect. Neither the Architectural Committee nor any member thereof shall be liable to Applicant or any other party in connection with the existence or operation of the architectural review process provided for herein unless any such liability is a direct result of any wilful and wanton misconduct by such party.

Section 5.6 Notice of Completion. Upon completion of the making or alteration of the Improvements, the Applicant shall furnish written notice to the Architectural Committee of same.

Thereafter, the Architectural Committee or its designee shall have the right to inspect the Improvements to assure compliance with the established guidelines and standards, or the approved plans, as applicable, and the Applicant shall cooperate with the Architectural Committee or its designee to arrange same. If the Applicant fails or refuses to permit such inspection, or if upon inspection it is determined that such Improvements do not comply with the established guidelines and standards, or approved plans, as applicable, the Architectural Committee may furnish Applicant with written Notice of noncompliance and exercise all remedies permitted herein, at law, or in equity. A failure by the Architectural Committee to make such an inspection or furnish written Notice of noncompliance following any such inspection shall not prevent the Architectural Committee from later asserting any rights against any Owner, its successors or assigns, for Improvements made in noncompliance with the established guidelines and standards, or approved plans, as applicable, or otherwise in noncompliance with any requirement within this Article.

Section 5.7 Remedies Upon Noncompliance. If at any time during or after the making or alteration of any Improvements it is determined by the Architectural Committee that such Improvements are not in compliance with the established standards and guidelines, or approved plans, as applicable, including without limitation a failure to submit plans for and receive written approval prior to commencing any on site work, the Architectural Committee shall furnish Notice of noncompliance to the Owner. Such Notice may be mailed, delivered, posted, or by direct or telephone verbal communication followed by a mailing. Upon such Notice, Owner shall immediately cease all work other than as required to bring the Improvements into compliance with the established standards and guidelines, or approved plans, as applicable. If the Owner fails to immediately cease all such work, or fails to bring the Improvements into such compliance within a reasonable period of time not exceeding forty-eight (48) hours, the Association, without being deemed to have committed any trespass or similar criminal act, may undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such reimbursement is owed, together with costs of collection thereof, attorney fees, and interest thereon, which shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.