



NOW, THEREFORE, Upland Homes, a Colorado corporation, being the owner of all of said lots, does hereby declare that all of the lots, blocks and real property located and embraced within Gander Valley Farm in Weld County, Colorado, shall be conveyed subject to and shall be acquired, used and held by all grantees subject to the following restrictions and protective covenants, and any person acquiring any of said real property or any interest therein, either by purchase, gift, inheritance, foreclosure, operation of law, or otherwise shall acquire said real property subject to and bound by these restrictions and protective covenants, and each and every said person so acquiring said real property or any interest therein shall be deemed, by accepting title to said property of said interest therein, to specifically agree to be bound by these restrictions and protective covenants and shall conform to the same.

I

PROPERTY SUBJECT TO THIS DECLARATION - All the Lots, blocks and real property located within Gander Valley Farm, Weld County, Colorado, shall be subject to this declaration.

II

PERMITTED LAND USE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and one garage/shop for storage of cars, boats, equipment, and personal items.

All lots will be serviced with non-potable irrigation water and all home owners will be required to irrigate their own lot. Potable water provided by NWCWD will be used for lawn irrigation and said lawns will be limited to less than 6000 square feet. All maintenance of said lot will be the responsibility of the individual homeowner. Failure to properly maintain and irrigate the lots will result in Gander Valley Farm HOA hiring outside sources to complete this work at the expense of the lot owner. Common areas including current farm land will be irrigated with separate non-potable ditch water rights that are currently tied to the property.

The lots within Gander Valley Farm are considered horse properties and such use is permitted. **Additional farm animals are not permitted.**

RIGHT TO FARM- Gander Valley Farm HOA recognizes Weld County's Right to Farm.

ROAD MAINTENANCE AND HOA DUES- The road to the development known as Hillhouse Lane will be maintained by the Gander Valley HOA. The maintenance will be funded by HOA dues in an amount to be determined based on the number of homes and the maintenance required. In addition, all open space and outlots (see plat) will be maintained by the HOA and funded by HOA dues. The driveway to lot 9 and lot 10 will be maintained by the HOA as it will be used as maintenance access for the outlots.

PROVISIONS FOR AUTOMATIC RENEWAL AND TERMINATION- Termination or non-renewal of the HOA, relieving the owners from the duty to maintain common elements will require written consent from the Board of County Commissioners.

ARCHITECTURAL CONTROL COMMITTEE - An Architectural Control Committee, hereinafter referred to as Committee, of three persons, elected by the homeowners of Gander Valley Farm, will be created once homes begin construction. Each member will be required to own a lot in Gander Valley Farm and will serve for 2 years. If any member of said committee shall die, resign, move from Gander Valley Farm, or for any other reason be unable to serve, the remaining members shall appoint a successor. Said committee shall exercise the controls, authority and discretion herein vested in it. Two members of said committee shall constitute a quorum. All action taken by said committee shall require the affirmative vote or approval of two members.

No dwelling, building or any other structure may be erected, altered exteriorly or construction commenced thereon unless a complete set of plans and specifications, hereinafter referred to as plans, is submitted in advance of such construction or alteration to the committee. The plans submitted to committee shall be in such complete form and detail as to be biddable and contain sketches of all exterior and site elevations. The committee shall approve or disapprove such plans within thirty days after they are submitted. Failure of the committee to act within said thirty days shall constitute approval said plans.



In approving or disapproving the plans submitted to it, the committee shall take into consideration the design, style and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located upon property subject to this declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other property in the Subdivision because of its design, location, height or type of materials used in construction. The committee may make reasonable requirements of the lot owner, including the submission of additional plans to insure conformance of such building when erected with these restrictions and covenants and the plans submitted and approved. The committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

All exterior painting and re-painting of any house, garage, fence or other structure shall be done only after the color thereof has been first approved by the Architectural Control Committee. Any reroofing of any house, garage, outbuilding or other structure with a different material or color from the original shall be done only after the material and color has been first approved by the ACC.

It is intended hereby that the above provision shall apply as though set forth fully in the covenants above recorded and as to enforcement thereof all requirements as set forth in the covenants originally recorded shall apply.

The committee shall have authority to grant variances from the provisions of this declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The committee shall be the sole and exclusive judge of whether or not said hardship exists.

Whenever the committee disapproves of any proposed plans or specifications, it shall state in writing its reasons for such disapproval in general terms so that the objections can be met by alterations acceptable to the committee.

All plans submitted to the committee shall be left on file with the committee and shall be accompanied by samples of all primary materials and colors to be incorporated into the structure.

It is the intent of these declarations that the committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretion or an excess of its authority.

The committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

IV

DWELLING, SIZE AND LOCATION - All dwellings erected on property subject to this declaration shall contain the minimum square footage of enclosed floor space, exclusive of basement, garage, porches, balconies, sun decks, roof-overhangs or outbuildings, and can be composed of the materials hereinafter set forth.

Every dwelling built on one level shall consist of no less than 2000 square feet of lot space enclosed by the perimeter of said building, exclusive of garage, porches, balconies, sun decks, roof-overhangs and out-buildings.

Every split-level dwelling shall contain no less than 2500 square feet in the main and upper floor and in no event shall be less than 2500 square be enclosed by the perimeter of said building, exclusive of garage, porches, balconies, sun decks, roof-overhangs and out-buildings.

Two-story dwellings shall be permitted only with the approval of committee and then only when located on terrain where said two-story dwellings will be compatible with surrounding terrain and existing development.

The exterior walls of any dwelling shall only be constructed of material approved by the committee.

All roofs shall only be constructed of materials approved by the committee.

All construction shall be of new materials. However, the committee shall have authority to authorize the use exteriorly of select used materials which are incorporated in the structure for design and architectural purposes. Samples of all used materials shall be submitted to the committee prior to use.

No dwelling, building or other structure shall be moved onto the premises, except temporary structures required during construction.

No clothes lines, exterior antenna, tower, receiver, car-ports, patio covers or similar improvements shall be erected without first securing permission of the committee.

Once construction of any building is commenced, it must be completed within 365 days.

V.

FENCES, HEDGES, ENTRY STRUCTURES, DRIVEWAY CULVERTS AND WALLS - No fence or wall shall be erected, placed or altered on any lot in excess of four feet in height. All fences will be 8" cedar post at maximum 12' spacing with black metal hardware and cedar rails.

Mailboxes shall not be erected by individual lot owners; a central mailbox is located at the entry to the subdivision for use by all owners.

Individual driveway entry structures are allowed only upon ACC review and approval of plans there for. Dual entries are not allowed.

All fences, hedges and walls on the rear lot line shall be subject to the additional restriction that where the rear lot line adjoins a linear park, then the fence, hedge or wall shall not encroach upon said linear park.

VI

NUISANCES - No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No oil drilling, water drilling, oil development operations, oil refining, quarrying or mining operation 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 derrick or other such structure designed for use in drilling for oil, water or natural gas shall be erected, maintained or permitted upon any lot.

VII

COMMERCIAL ENTERPRISES - No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of or in connection with any lot or lots or shall said lot or lots in any way be used for other than strictly residential purposes.

VIII

SIGNS - No sign of any kind shall be displayed to the public view on any lot except one non-illuminated professional sign of not more than 5 square feet advertising the property for sale or rent; a sign used by the builder during construction, provided, however, that one or more signs advertising the Subdivision or adjoining subdivisions developed by Upland Homes, or its assigns may be displayed in such a manner as to not interfere, the use or enjoyment of any property in the Subdivision.

IX



PROHIBITED STRUCTURES. No temporary structure, building, supplies, equipment or the like may be maintained, stored or kept on any lot except during the construction of the dwelling or other approved building thereon. No house-trailer, trailer, or bus shall ever kept or stored on any lot unless completely inside of an approved garage. No boat or boat trailer shall ever be kept upon any of said lots except inside of garages or outbuildings.

Basketball backboards and free standing mailboxes shall not be erected unless first approved by the Architectural Control Committee.

X

GARBAGE AND REFUSE DISPOSAL -No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be disposed of in a sanitary manner. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition. The burning of trash in outside incinerators, barbeque pits or the like is prohibited, it being intended that all rubbish, trash, garbage and the like shall be hauled from the Subdivision. Garbage cans are to be inside garages, behind decorative fencing or otherwise hidden from view to the street.

XI

DURATION OF COVENANTS - The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this instrument is recorded after which time said covenants shall be automatically extended for successive periods of 10 years. The covenants and restrictions of this instrument may be amended during the first 20-year period by an instrument signed by not less than 90 per cent of the lot owners and thereafter by an instrument signed by not less than 75 per cent of the lot owners. Any amendment to the plat shall require the approval of 100 percent of lot owners. Any amendment must be properly recorded. Regardless of ownership, the lot shall be entitled to one vote.

Any amendment to these restrictions and protective covenants which has the effect of relieving the property owners from the duty to maintain the common elements (for example, internal roadways), must first be submitted to the Board of County Commissioners of Weld County for their written approval. Any termination or non-renewal which has the effect of relieving the owners from the duty to maintain common elements will require the written consent of the Board of County Commissioners of Weld County.

XII

PROPERTY OWNERS' BENEFIT - These covenants shall be for the benefit of all present and future owners of property subject to this declaration and it is hereby declared that any breach of the provisions of this declaration cannot adequately be compensated for by recovery of damages and that any party and, future owner may require and shall be entitled to the remedy or injunction to restrain any breach of this declaration in addition to any other remedies which may exist.

No change of condition or circumstances shall operate to extinguish, terminate or modify any of the provisions of this declaration, that they shall be extinguished, terminated or modified only by the expiration of time and the failure to renew the same as hereinabove provided for.

XIII

VIOLATIONS AND ENFORCEMENT - Violation of any restrictions contained or provided for in this declaration shall give the undersigned developer, and the event the undersigned fails to act within a reasonable time, any owner of property subject to this declaration, in addition to all other remedies provided for by law, the right to enter upon the land upon or as to which such violation exists and abate or remove the same, using such force as may reasonably necessary, at the expense of the owner thereof, an erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof and

neither the undersigned nor its agents or employees or any other lot owner shall be deemed guilty of liable for any manner of trespass for such entry, abatement or removal. The owner of said premises agrees to pay the undersigned upon demand the costs and expenses of such abatement and such costs and expenses shall be a lien upon the premises.

Every violation or breach of this declaration is hereby declared to be and constitute a nuisance and every remedy allowed by law or equity against nuisance, either public or private, shall be applicable thereto and not exclusive.

Neither the undersigned Developer nor the HOA shall be liable in any way whatsoever for failure or omission to take action of any kind for the enforcement of any restriction or violation hereof.

The failure of the undersigned Developer, the HOA, or any other property owner to take action in the event of any one single breach of any of these covenants shall not be construed to be a consent to future breaches or waiver of any of the terms and provisions of this declaration.

XIV

CONFLICT WITH ZONING - In the event the terms and conditions of this declaration conflict with the applicable zoning laws, then the higher standard shall control.

XV

SEVERABILITY - The determination by any court that any provision of this declaration is unenforceable or void shall not affect the validity and, enforceability of any other provision hereof.

XVI

The Colorado Common Interest Ownership Act does not apply to the Gander Valley Farm Home Owners Association.

Bylaws of the Neighborhood Association

A Colorado Nonprofit Association

Article I. Name and Purpose

Section 1.01: Gander Valley Farm. Gander Valley Farm shall hereafter referred to as THE HOA.

Section 1.02: PURPOSE: The Bylaws shall govern the Corporation and its members.

Article II. MEMBERSHIP.

SECTION 2.01: ELIGIBILITY FOR MEMBERSHIP. Any current resident of, or owner of property in, Gander Valley Farm, Windsor, Colorado, is eligible for Membership in the Association upon full payment of the annual dues.

SECTION 2.02: ANNUAL DUES. The amount required for annual dues will be, (To Be Determined,)

SECTION 2.03: VOTING RIGHTS. The full payment of the annual dues will entitle the lot owner to one vote apiece in all Association elections.

SECTION 2.04: TERMINATION OF MEMBERSHIP. Membership in the Association is automatically terminated whenever the Member is in default of payment of the annual Association Dues. A member may also be removed by a majority vote of the membership.

ARTICLE III. OFFICERS.

Section 3.01: OFFICERS. The Association shall have the following officers:

- 1) President, 2) Vice-President, 3) Treasurer, and 4) Secretary.

Section 3.02: ELECTION OF OFFICERS. The Officers shall be elected by majority vote at the annual meeting of the full membership.

Section 3.03: TERM OF OFFICE. The Officers shall serve a one-year term, with no limitations on future terms. The term of office shall commence upon election and continue until successors are elected at the annual meeting.

Section 3.04: DUTIES. The duties of the Officers are as follows:

1) The PRESIDENT shall be the principal executive officer of the Association and shall preside over all meetings, represent the Association on public occasions, and make such committee appointments from the membership as shall be deemed advisable for the effective conduct of the work of the Association.

2) The VICE-PRESIDENT shall assist the President as the President requests, and represent the Association on appropriate occasions. The Vice-President shall also, in the absence or disability of the President, perform the duties and exercise the powers of the President of the Association.

3) The TREASURER shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of the Association.

4) The SECRETARY shall keep attendance records and record the proceedings of all meetings, maintain adequate records of the Association activities, and conduct such official correspondence as shall be required.

5) The duties of the officers shall not be limited as enumerated above, but they may discharge in addition such duties as are assigned by the Association Membership.

6) Unless so authorized, no officer shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable pecuniarily for any purpose or in any amount.

Section 3.05: VACANCIES AND REMOVAL FROM OFFICE. Any Officer may be removed by a majority vote of the members of the Association. Upon the death, removal, resignation, or incapacity of an Officer of the Association, a majority of the Association shall elect a successor.

Section 3.06: MANAGEMENT. The Association shall be managed by the Officers so elected, with powers consistent with these Bylaws of the Association.

ARTICLE IV. MEETINGS OF MEMBERS.

Section 4.01: PLACE OF MEETINGS. Meetings of the Members shall be held at the principal business office of the Association or at any other place the President or a majority of the Members may from time to time select.

Section 4.02: REGULAR MEETINGS. Regular meetings of the Association shall be held biannually, with special meetings if necessary called by the president with 30 days written notice, at a time and place designated by the President.

Section 4.03: ANNUAL MEETING. At such meeting, the Members shall elect the Officers of the Association, receive reports on the affairs of the Association, and transact any other business which is



within the power of the Members. If an annual meeting has not been called and held within six months after the time designated for it, any Member may call the annual meeting.

Section 4.04: SPECIAL MEETINGS. Special meetings of the Members may be called by the President, or by a majority of the Officers of the Association.

Section 4.05: NOTICE OF MEETINGS. A written or printed notice of each meeting, stating the place, day, and hour of the meeting, shall be given by the Secretary of the Association, or by the person authorized to call the meeting, to each Member of record entitled to vote at the meeting. This notice shall be given at least seven (7) days before the date named for the meeting, with the exception of Regular Monthly Meetings for which, once a firm date, time and place have been publicized to all the members, no further notice shall be required.

Section 4.06: QUORUM. The Members present at any properly announced meeting shall constitute a quorum at such meeting.

ARTICLE V. VOTING.

Section 5.01: VOTING. All issues shall be decided by a majority vote of members present at the meetings.

Section 5.02: VOTING BY MAIL. Where Officers are to be elected by Members, or any changes in the Bylaws are to be voted on, or any other election is to be made whereby a count of the votes of all members may be desired, such election may be conducted by mail or by distribution ballot in such manner as the officers of the Association shall determine advisable.

ARTICLE VI. COMMITTEES.

Section 6.01: AUTHORIZATION TO ESTABLISH COMMITTEES. The Association may establish committees as deemed necessary to pursue its stated objectives. Members of Committees shall be appointed by the President. (Read information in manual regarding forming committees.)

ARTICLE VII. FINANCES.



Section 7.01: EXPENDITURES. Expenditures of funds amounting to over Five Hundred Dollars (\$500), unless the expenditure is used for any and all activities needed to maintain the farm areas, ditches, etc, in any month must be approved by majority vote of the Membership present at any properly-announced meeting of the Membership. Printing of the Neighborhood Newsletter, Neighborhood Informational Notices and the Neighborhood Directory are exempted by this rule.

Section 7.02: FINANCIAL REPORTS. Quarterly and Annual Financial Reports shall be prepared by the Treasurer and presented to the Members at the quarterly and annual meetings

ARTICLE VII. AMENDMENTS.

Section 8.01: PROCEDURE. These Bylaws may be amended by a two-thirds majority vote of those present at any regular meeting of the Members of the Association, provided seven days written notice of the proposed amendment and of the meeting is given.

ARTICLE IX. ACCEPTANCE OF BYLAWS

Section 9.01: VOTING. Acceptance of these Bylaws shall be by a two-thirds majority vote of those present at any regular meeting of the Members of the Association, provided written copies of the Bylaws and written notice of the meeting is given to all Members at least seven days prior to the meeting.

ARTICLE X. NON-COMPLIANCE WITH BYLAWS.

Section 10.01: NON-COMPLIANCE PENALTIES. Noncompliance with the Bylaws of the Association may result in termination of membership for the offender, upon a two thirds majority vote by the membership of the Association. Under no circumstance will noncompliance with any section of these Bylaws constitute the forfeiture of the rights of the Association to exist or the rights of the Association to enforce the Bylaws of the Association.

ARTICLE XI. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION

1. COLLECTION POLICY

a. All assessments, including maintenance fees are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month

- b. An administrative late charge of 10 percent of the unpaid balance per month shall be incurred for any late payment and on any unpaid balance.
- c. Any payments made by the LOT Owner shall be applied in the following order:
 - 1. Administrative late fees owed to the Association
 - 2. Collection costs, attorney's fees incurred by the Association
 - 3. Principal amounts owed on the account for common expenses and assessments
- d. Any past due assessment may cause a lien and foreclosure to be filed against the LOT Owner.
- e. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection will be assessed to the delinquent owner
- f. If any owner fails to perform any act that he/she is requested to perform by the Declaration, the By laws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said LOT owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such LOT owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

PART I

GENERAL PROVISIONS

38-35-101. Acknowledgments - form - prima facie evidence. (1) No officer authorized to take acknowledgments of instruments affecting title to real property shall take or certify such acknowledgments unless the person making the same is personally known to such officer to be the identical person he represents himself to be or is proved to be such by at least one credible person known to such officer. It shall not be necessary to state such fact in his certificate of acknowledgment attached to any instrument affecting title to real property. (2) Any deed or other instrument relating to or affecting title to real property acknowledged substantially in accordance with the following form before a proper official shall be prima facie evidence of the proper execution thereof:

STATE OF COLORADO)) ss. County of Weld

The foregoing instrument was acknowledged before me this day of , 20
by (if by natural person or
persons, insert name or names; if by person acting in representative or official capacity or as attorney-in-
fact, insert name of person as

Colorado Revised Statutes 2013 Title 38 375

executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of
such officer or officers as the president or other officers of such corporation, naming it). If



acknowledgment is taken by a notary public, the date of expiration of his commission shall also appear on the certificate. Witness my hand and official seal. Title of Officer

(3) As to any instrument acknowledged substantially in accordance with the above form of acknowledgment, such acknowledgment shall be prima facie evidence: (a) That the person named therein as acknowledging the instrument appeared in person before the official taking the acknowledgment and was personally known to such official to be the person whose name was subscribed to the instrument and that such person acknowledged that he signed the instrument as his free and voluntary act for the uses and purposes therein set forth; (b) If the acknowledgment is by a person in a representative or official capacity, that the person acknowledging the instrument acknowledged it to be his free and voluntary act in such capacity or as the free and voluntary act of the principal, person, or entity represented; (c) If the person acknowledging is an officer of a corporation, that such person was known to the official taking the acknowledgment to be such corporate officer and that the instrument was executed and acknowledged by such corporate officer, with proper authority from the corporation, as the act of such corporation; (d) If the persons acknowledging are directors, trustees, or managers of a dissolved or expired corporation, acting last before the time of the dissolution or expiration of such corporation, or the survivors of them, that such persons were such corporate directors, trustees, or managers, or the survivors of them, and that the instrument was executed and acknowledged by them with proper authority; (e) If the person acknowledging is a partner, that such person was such partner and that the instrument was executed and acknowledged by such partner with proper authority from such partnership as the act of such partnership. (4) If such instrument has been acknowledged in the manner provided in this section and has been recorded in the office of the proper county clerk and recorder, it shall also be prima facie evidence of due delivery of such instrument, irrespective of the length of time that may have elapsed between the date of such instrument and the date when such instrument was so recorded. The provisions of this section shall relate and apply to all instruments which have been executed prior to May 4, 1937, as well as to all instruments which are executed after said date, irrespective of whether such instruments have been acknowledged before or after said date and irrespective of whether such instruments are recorded before or after said date.

Colorado Revised Statutes 2013 Title 38 376

(5) The seal required to be affixed to a deed or other instrument under the provisions of this section may consist of a rubber stamp with a facsimile affixed thereon of the seal required to be used and may be placed or stamped upon the deed or other instrument requiring the seal with indelible ink.

State of Colorado)
) ss.
County of Weld)

The foregoing certification was acknowledged before me this 5th day of April, 2017.

My commission expires 10/13/2020.

Witness my hand and Seal.


Notary Public



Scott Preisendert
President/Developer Gender Valley Farm
Scott Preisendert
Owner
4/5/17

Signatures of Owners

Date

State of Colorado)

) ss.

County of Weld)

The foregoing dedication was acknowledged before me this 5th day of April, 2017

My commission expires 3/28/19

Witness my hand and Seal

Melissa A. Depriest

Notary Public

MELISSA A. DEPRIEST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114018337
MY COMMISSION EXPIRES MARCH 28, 2019