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Angela Myers, Clerk & Recorder, Larimer County, CO

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND ROAD MAINTENANCE FOR WILD VALLEY NORTH R.L.U.P.

ARTICLE I-RECITALS

As stated hereafter, this *Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Road Maintenance for Wild Valley North R.L.U.P.* (hereafter the "Amended & Restated Declaration") is intended to amend, restate and replace in full those Declaration of Covenants, Conditions, Restrictions, and Road Maintenance for Wild Valley North R.L.U.P. filed with the Larimer County Clerk and Recorder on December 7, 2005, at Reception Number 2005-0104272 as amended by that First Amendment to Declaration of Covenants, Conditions, Restrictions, and Road Maintenance for Wild Valley North R.L.U.P. (collectively the "Original Declaration") as the Original Declaration is hereby and hereafter revoked prospectively in favor of this Amended & Restated Declaration.

Article 7.02 of the Original Declaration provides that the Original Declaration "may be amended or revoked at any time by an instrument in writing signed by the owners of at least 2/3's (seven of the eleven residential and residual lot owners) of the Lots in the subdivision and one hundred percent (100%) of the holders of recorded first mortgages or deeds of trust." The signatories to this Amended & Restated Declaration exceed the required percentage of Lot owners within Wild Valley North R.L.U.P. necessary for amendment (the "Declarants") as well as 100% of the holders of recorded first mortgages or deeds of trust.

Declarants are the owners of that certain real property situate in Larimer County, Colorado, described on Exhibit A hereof ("the Property"). The Property has been platted as Wild Valley North R.L.U.P 03-S2076, and the plat has been recorded on December 7, 2005, at Reception No. 2005-0104268, ("the Plat"). The Property and this Amended & Restated Declaration are subject to that Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P. between Declarants and Larimer County, a political subdivision of the State of Colorado filed with the Larimer County Clerk and Recorder on December 7, 2005, at Reception No. 2005-0104269 as amended or revised as set forth in that First Amendment to the Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P dated August 18, 2009, and filed with the Larimer County Clerk and Recorder on August 20, 2009, at Reception Number 2009-0058263 (collectively hereafter the "Development Agreement"). In the event there is an inconsistency between the Development Agreement and this Amended & Restated Declaration, the Development Agreement shall control.

Declarants deem it desirable to subject the Property to the covenants, conditions, and restrictions set forth in this Amended & Restated Declaration in order to preserve the values of the Lots and Outlot "A" and to enhance the quality of life for all owners of such Lots as well and to protect and preserve both present and future rights as set forth in the Development Agreement.

The Property shall be a "planned community" under the Colorado Common Interest

Ownership Act ("the Act"). As platted, Wild Valley North R.L.U.P. comprises of 9 residential lots, Residual Lots "A" and "B" and Outlot "A" though, subject to annexation, is to be a part of a larger community governed by the Hidden Valley Estates Homeowners Association that also encompasses three phases of Hidden Valley Estates which are adjacent to Wild Valley North. Should additional phases be added, said additions shall be as approved by Larimer County. Outlot "A" is for those purposes and use as set forth in the Development Agreement. The Residual Lots and Outlot "A" are governed by and operate under that Residual Land Use Restrictive Covenant as set forth in the Development Agreement.

Certain of the improvements within Wild Valley North, mostly involving connecting streets and entrance, also are used by, and benefit others including those members of Hidden Valley Estates. So that related expenses and responsibilities are equitably shared, the Backbone Valley Road Maintenance Association ("BVRMA") exists. Lot owners are required to pay their assessment as directed by those agreements applicable to the BVRMA. All Lots as well as Outlot "A" within Wild Valley North are subject to and part of the BVRMA by separate annexation agreements.

The owner(s) of the Residual Lots may convey, in whole or in part, to Larimer County or other government entity such Residual Lot for open space, natural area, hiking trails, or other open lands purposes. In the event such transfer or conveyance occurs such Residual Lot or portions thereof conveyed shall not be subject to or bound by the terms, conditions or restrictions set forth in this Declaration.

Declarants therefore declare that all of the Property is and shall be held, transferred, sold, conveyed and occupied subject to the terms, restrictions, limitations, conditions, covenants, obligations, liens, and easements which are set forth in this Amended and Restated Declaration, all of which shall run with the Property and shall inure to the benefit of, and be binding upon, all parties having any right, title, or interest in the Property or any portion thereof, and such person's heirs, grantees, legal representatives, successors and assigns.

ARTICLE II- DEFINITIONS

2.01 **Architectural Review Board** shall mean and refer to the Architectural Review Board created pursuant to Article V of this Amended & Restated Declaration.

2.02 **Association** shall mean and refer to Hidden Valley Estates Homeowners' Association, Inc., a Colorado non-profit corporation.

2.03 **BVRMA** shall mean and refer to the Backbone Valley Road Maintenance Association, established by that Declaration of Road Maintenance Covenants and Creation of the Backbone Valley Road Maintenance Association for Hidden Valley Estates R.L.U.P. 01-S1901 and Hidden Valley Estates R.L.U.P. 02-S1948 recorded March 18, 2004, Reception No. 2004-0025459 as amended and expanded through annexation thereafter.

2.04 **Detached Single Family Dwelling** shall mean an independent structure designed and occupied as a residence for a single family.

2.05 **General.** The words and terms defined in this Article shall have the meanings

herein set forth unless the context clearly indicates otherwise.

2.06 **Guest** shall mean any member of the household, agent, guest, employee, tenants or invitee of an Owner.

2.07 **Lot(s)** shall mean a lot or lots as platted on the Plat and designed for residential use, as the same may be amended from time to time and Residual Lots "A" and "B." Lot does not include or mean a Outlot "A".

2.08 **Other Terms.** Other terms may be defined in specific provisions contained in this Amended & Restated Declaration and shall have the meaning assigned by such definition.

2.09 **Residential Lot(s)** shall mean the lots as platted on the Plat and identified as Lots 1 through 9.

2.10 **Residual Lot(s)** shall mean the lots as platted on the Plat and identified as Residual Lots "A" and "B" and encumbered by a 40 year conservation easement and designed by a letter and set aside for any of the following purposes:

2.10.1. To protective native and natural plant and wildlife habitat;

2.10.2. To provide scenic enjoyment for the residents and users of the County's Devil's Backbone Open Space;

2.10.3. To provide ecological support for raptors, predators and other wildlife species using this and the surrounding lands as habitat;

2.10.4. To preserve and protect, insofar as practical without compromising health and safety, the natural disturbance processes which periodically affect the site;

2.10.5. The Developer or the Developer's successors or assigns shall have the right to remove over time the existing rock and stone tailings from previous quarrying operations on portions of Residual Lot "B". Under no circumstances shall there be any new quarrying, mining, or extraction of any mineral deposits or fossil fuels from the Property.

2.10.6. To be utilized for agricultural purposes limited to the pasturing of horses, raising of small grain crops, alfalfa, or grasses but under no circumstances be permitted or utilized for any commercial livestock operations or business.

2.10.7. As to Residual Lot "A", no improvements may be built or installed without first obtaining approval from the Architectural Review Board as to the design, color selection, and building materials. Standards set forth by the Architectural Review Board for improvements on Residual Lot "A" shall not exceed the standards established and implemented for outbuildings or ancillary buildings on the Residential Lots or Residual Lot "B". Horse facility improvements on Residual Lot "A" shall not exceed 5,000 square feet unless six (6) of the nine (9) Residential Lot owners approve an increase in size.

2.10.8. As to Residual Lot "B", improvements on the building envelope shall be limited in size to 5,000 square feet for a barn, 2,000 square feet for a utility shed, and 2,000 square feet for a storage shed. No improvements may be built or installed without first obtaining approval from the Architectural Review Board as to the design, color selection, and building materials. Standards set forth by the Architectural Review Board for improvements on Residual Lot "B" shall not exceed the standards established

and implemented for outbuildings or ancillary buildings on the Residential Lots or Residual Lot "A". Facility improvements on Residual Lot "A" shall not exceed those set forth in this section unless six (6) of the nine (9) Residential Lot owners approve an increase in size.

2.11 **Outlot "A"** shall mean the lot as platted on the Plat and identified as Outlot "A."

2.12 **Subdivision** shall mean Wild Valley North R.L.U.P. in Larimer County, Colorado.

ARTICLE III USE AND OTHER RESTRICTIONS

3.01 **Land Use and Building Types.** No Residential Lot shall be used, except as the site of a detached single-family dwelling. Said dwelling shall include a private garage as required by the Architectural Review guidelines, attached or detached, having doors accommodating not more than four cars or other vehicles abreast of one another. The Residual Lots and Outlot "A" shall only be used as governed by that Residual Land Use Restrictive Covenant as set forth in the Development Agreement.

3.02 **Building Locations.** No building, fence, garage, shed, or other permanent structure shall be located on any Lot without first obtaining the written consent of the Architectural Review Board. Unless otherwise permitted, no structure shall be located outside the building envelope as set forth on the Plat without first obtaining the written consent of the Architectural Review Board and Larimer County. No building envelope shall be relocated without the express written approval of the Board of County Commissioners of Larimer County.

3.03 **Easement for Utilities and Drainage.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, or those that may be recorded at a later date. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. If any landscaping is installed which violates such requirements, the Association may give the property owner written notice to remove such landscaping within no less than fifteen (15) days from the date of the written notice and if the owner fails to move the landscaping within that time, the Association may have such done at the expense of the owner of the Lot. If the work is done by the Association, it shall be at the owner's expense and the owner shall pay for such work within five (5) days from the date of the written notice to the owner as to the cost of such work. In the event of failure to pay within that time and if the Association thereafter incurs any attorney's fees and costs in collecting such amount from the owner, all such attorney's fees and costs incurred shall likewise be a debt owing by the owner to the Association.

The easement area and all improvements on it shall be maintained continuously by the owner of the Lot or Outlot "A," except for those improvements for which a public authority or utility company is responsible.

3.04 **Maintenance of Vacant Lots and Outlot "A".** Prior to the start of construction of a residence or structure on a Lot or at any time on Outlot "A," the Association shall have the right to plant and maintain grass on it; periodically mow such grass and other vegetation and spray or otherwise remediate noxious weeds; and remove any trash or other debris to the extent not appropriately maintained by the owner. The Association shall establish and charge reasonable fees to the owners of such vacant Lots or Outlot "A" for

such services. Such services shall NOT be deemed included within those contemplated by Section 6.07 of this Amended & Restated Declaration, but shall instead be deemed a service charge from the Association made solely to the owners of each of such vacant Lots or Outlot "A." The service charges shall be based upon cost projections from the contractor employed by the Association, and such service charges need not be identical for the Lots or Outlot "A." Such service charge shall be due and payable within five (5) days of invoice from the Association. The owner shall be liable for reasonable attorney's fees and costs incurred by the Association in collecting such service charge.

3.05 **Maintenance of Landscaping.** Commencing as to each Lot when a certificate of occupancy has been issued, the landscaping on each Lot shall be maintained by the owner, subject however, to the right of the Association to perform any maintenance deemed necessary or desirable to maintain the high standards established for the Subdivision, and to assess such owner for such required maintenance. If any owner fails to maintain landscaping on such owner's Lot the Association may give the property owner written notice to perform necessary maintenance within no less than fifteen (15) days from the date of the written notice, and if the owner fails to perform such maintenance work within that time, the Association may have such work done at the expense of the owner of the Lot. If the work is done by the Association, it shall be at the owner's expense and the owner shall pay for such work within five (5) days from the date of the written notice to the owner as to the cost of such work. In the event of failure to pay within that time and if the Association thereafter incurs any attorney's fees and costs in collecting such amount from the owner, all such attorney's fees and costs incurred shall likewise be a debt owing by the owner to the Association.

3.06 **Maintenance of Exteriors of Residences and Other Buildings.** The owners thereof shall maintain the exteriors of all residences, barns, sheds and other buildings within the Subdivision in good, attractive condition. All residences shall be repainted or restained periodically as needed. Color selections for repainting or restaining must be approved by the Architectural Review Board and set forth herein. The Association may require an owner to paint or stain their residence and other buildings, and upon such owner's failures to do so, the Association may cause such residence or other buildings to be painted or stained and to assess such owner for the costs incurred thereby. If any owner fails to maintain the exterior of a building on such owner's Lots in accordance with the foregoing requirements, the Association may give the owner written notice to perform such work within no less than fifteen (15) days from the date of the written notice, and if the owner fails to perform such work within that time, the Association may have such work done at the expense of the owner. If the work is done by the Association, it shall be at the owner's expense and the owner shall pay for such work within five (5) days from the date of the written notice to the owner as to the cost of such work. In the event of failure to pay within that time and if the Association thereafter incurs any attorney's fees and costs in collecting such amount from the owner, all such attorney's fees and costs incurred shall likewise be a debt owing by the owner to the Association.

3.07 **Extent of Rights of Use and Enjoyment.** The rights of use and enjoyment of the Lots shall be and is limited to only to the owners of the specific Lots and their respective invitees thereto. No owner may use another owner's Lot for use and enjoyment absent permission of the owner thereof.

3.08 **Nuisances.** No noxious or offensive activities shall be carried on upon any Lot or Outlot "A," nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision or neighboring properties.

3.09 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, storage shed or shelter, garage, barn or other outbuilding shall be permitted on any Lot or Outlot "A" at any time, either temporarily or permanently, except as approved by the Architectural Review Board or Larimer County as required.

3.11 **Animals.** No animals of any kind shall be raised, bred, or kept on any Residential Lot on a commercial basis. Dogs, cats, and house pets are permitted but must be under Owner's or Guests' control at all times when out of doors. Control can be physical or trained control, in all events in the presence of Owners or Guest. No other animals may be kept on any residential Lot. Animals on Residual Lots shall be governed by that set forth in the Development Agreement.

3.12 **Trails.** Individuals may walk, jog, or run on trails and may be accompanied by no more than two dogs per individual. Generally, no vehicle of any kind except for motorized or non-motorized wheelchairs, whether or not powered by an engine of any nature, shall be allowed on any trail at any time; this prohibition shall include, but shall not be limited to, bicycles, motorcycles, all terrain vehicles, and automobiles. The Association may make special rules that may then permit horses, electric bikes and/or bicycles to such extent as the Association may determine unless otherwise prohibited and in a manner that minimizes or eliminates excessive erosion other environmental damage, or issues to other properties. The Association shall have the right to limit the area, time, extent or otherwise regulate activities to accomplish goals set forth herein.

3.13 **Sight Distance at Intersections.** No fence, wall, hedge, or shrub planting which obstructs site lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot and Outlot "A" within 10 feet from the intersection of a street property line within the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight line.

3.14 **Recreational Vehicles.** No trailer, motor home, camper unit, boat or similar recreational vehicle shall be parked on streets, driveways, Lots, Outlot "A" or be allowed to remain anywhere within the Subdivision, except when sheltered within a garage or hidden from general view by appropriate screening as may be approved by the Architectural Review Board under guidance from the Association's board of directors or under a temporary nature as established by the Architectural Review Board. No motorized vehicle may be operated within the Subdivision except for purposes of ingress and egress on established roads and shall not be used on any Lot or Outlot "A" except as necessary for maintenance purposes.

3.15 **Aerial-Antennas.** No television antennae, radio antennae, or similar equipment of any design shall be mounted on the exterior front of any building. Fixed towers and large beam antennae are not permitted. Antennae of low visibility including vertical type, small dishes, wire antennae, and tilt-up or crank-up installations that are raised only during actual hours of use and whose location and at-rest-screening the Architectural Review Board has approved in advance, shall be permitted. Larger satellite dishes may be installed and maintained if screened from the view of other owners and occupiers of Lots. The Architectural Review Board must approve the location and screening method for such

larger satellite dish in advance.

3.16 **Fencing.** Perimeter fencing at the property boundary of a Residential Lot shall not be permitted. Other fencing on a Residential Lot shall comply with those requirements established by the Architectural Review Board. Fencing on Residual Lots and Outlot "A" shall be allowed to the extent consistent with those rights as set forth in the Development Agreement. All fencing must be approved by the Architectural Review Board.

3.17 **Wind or Solar-Powered Generators or Pumps.** No wind-powered or solar-powered generator or pump may be installed on any Lot unless the Architectural Review Board approves its location and design in advance and subject to those requirements established by the Architectural Review Board as well as C.R.S. § 38-30-168 (as amended or otherwise recodified in the future).

3.18 **Landscaping.** Each Lot has sufficient water rights to irrigate 20,000 square feet of landscaped area (not including driveways, paved walkways, and the area covered by buildings). Lot owners shall not extend irrigation systems beyond this area without permission from the City of Loveland. All irrigated landscaping, including grass, shall be irrigated as required, trimmed and maintained in good condition at all times. Lot owners shall retain and/or restore natural foothill vegetation on the unirrigated portions of the Lots. Where shrubs are naturally present, they may be retained. Where shrubs are not naturally present the vegetation should be short grass prairie species to reduce wildfire hazard.

3.19 **Unsightly Uses.** All Lots and Outlot "A" shall at all times be maintained in a clean and sanitary condition, and no litter or debris shall be deposited or allowed to accumulate. Refuse piles and other unsightly objects or materials shall not be allowed to be placed or to remain upon any Lot or Outlot "A" unless entirely screened from view from adjacent Lots, streets, or common areas. No firewood, sand boxes, swimming pools, swing sets, basketball goals, posts or hoops, or other recreational equipment shall be placed or allowed to remain so that it is visible from either the street or the neighboring Lot(s) except as approved in advance by the Architectural Review Board. Trash containers shall be placed on the curb and returned from the curb only on pickup days. Nothing unsightly shall be hung from windows, railings, or fences.

3.20 **Trash Removal.** Unless otherwise approved by the Association, all residents within the Subdivision shall have their trash picked up by the same trash-hauling company, on the same day of the week. Nothing in this Section 3.20 shall prohibit a resident within the Subdivision from hauling trash or debris for himself or herself. Each resident within the Subdivision shall be separately liable for the trash-hauling charges attributable to his or her Lot unless communal trash is established by the Association wherein said charges will then be part of the annual dues required of each owner.

3.21 **Mineral Exploration.** No owner within the Subdivision shall explore for, remove or mine any oil, gas, gravel, minerals or rock or sand of any sort.

3.22 **Home Occupations.** The conduct of a home occupation within a residence in the Subdivision shall be considered accessory to the residential use and not a violation of these Covenants provided that the following requirements are met:

3.22.1 Such home occupations shall be conducted only within the interior of the dwelling and shall not occupy more than twenty-five (25) percent of the floor area within the dwelling;

3.22.2 The home occupation shall be conducted only by the residents

of the dwelling, and no nonresidents shall be employed in conjunction with the home occupation carried on in the dwelling;

3.22.3 No retail sales shall be conducted on the Lot;

3.22.4 The conduct of such home occupations must be permitted as required by the appropriate governmental entities;

3.22.5 Only those home occupations that require no on street parking at or near the residence in conjunction with such occupation shall be allowed; and

3.22.5 No evidence of a home occupation, including signs or other advertising, shall be visible from outside the dwelling unit.

3.23 **Disabled Vehicles.** Disabled automobiles shall not be stored on streets, driveways, Lots, or Outlot "A" within the Subdivision. No person shall repair or rebuild any vehicle within the Subdivision, except within a building or garage. Cars allowed on the streets and driveways in the Subdivision must at all times be operable, currently licensed, and maintain a current inspection sticker (if such inspection is required by a governmental entity).

3.24 **Restrictions on Leasing of Residences.** An owner may lease his residence subject only to the following restrictions:

3.24.1 No Lot owner may lease less than the entire residence or property; and

3.24.2 Any lease agreement shall be required to provide that the terms of this lease shall be subject in all respects to the provisions of this Amended & Restated Declaration, and the Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and for a term not less than thirty (30) days.

3.25 **Trees and Ground Cover.** No grading or other soil or earthwork shall be performed on a Lot or Outlot "A" until plans for placing improvements have been properly approved by the Architectural Review Board, and then only to the extent contemplated by such approved plan. After completion of each set of improvements on a Lot, the ground shall be restored, as near as possible, to its original contours and appearance. Contour changes of more than one foot from existing grades shall require approval by the Architectural Review Board. All disturbed areas shall be replanted with an acceptable groundcover. Landscaping shall be completed and maintained as per plans approved by the Architectural Review Board.

3.26 **Hazardous Materials.** Storage, use or disposal of hazardous or radioactive materials within the Subdivision is prohibited with the exception of propane and propane tanks as permitted in the Development Agreement.

3.27 **Solar Devices.** The utilization of passive or active solar energy devices is encouraged and permitted. However, subject to C.R.S. § 38-30-168 (as amended or otherwise recodified in the future), all solar devices must be architecturally and aesthetically integrated into the structure they serve or, if ground mount, are reasonably screened from the view of the street and adjacent Lots, properties and streets. The Architectural Review Board must approve all solar devices, and their placement. All ground mount solar must be within the boundaries of the building envelope unless a variance is obtained from both the Architectural Review Board and Larimer County or

other applicable governmental entity.

3.28 **Commencing and Finishing Construction.** Once construction of any structure is commenced on any Lot, with the prior approval of the Architectural Review Board, such structure must be diligently continued and completed in accordance with the plans and specifications approved by the Architectural Review Board, within fifteen (15) months of commencement, or such longer time as the Architectural Review Board has reasonably consented to in light of the nature of the project or other factors. Commencement of construction shall be deemed to commence with the excavation of the foundation.

3.29 **Rebuilding**. Any structure which is destroyed in whole or part by fire, windstorm or from any other cause or act of God must be rebuilt, or all debris must be removed and the Lot restored to a sightly condition, within six months of the time the damage occurs. Variances in time can be obtained from the Association dependent upon reasonable circumstances.

3.30 **Parking and Vehicle Storage.** No trucks, trail bikes, snowmobiles, campers, trailers, boats, boat trailers, vehicles other than passenger vehicles or pickup or utility trucks with a capacity of one ton or less shall be parked, stored, or otherwise kept on any Lot or Outlot "A" within the Subdivision, unless kept in a closed garage. The foregoing restrictions shall not be deemed to prohibit commercial and construction vehicles from making deliveries or otherwise providing services in the ordinary course of their business. No vehicle of any kind except construction vehicles engaged in maintenance or construction or temporary guests shall be parked, stored, or otherwise kept on any street, Lot or Outlot "A" within the Subdivision.

3.31 **Outside Lighting.** No exterior lighting shall be installed or maintained on any Lot or Outlot "A" except as approved by the Architectural Review Board.

3.32 **Subdividing.** No Lot shall be subdivided or utilized for more than one detached single family dwelling (with associated outbuildings and structures) without the prior approval of the Architectural Review Board and applicable governmental entity. Boundary adjustments between neighboring Lots shall be allowed, subject to the approval of the Architectural Review Board and Larimer County .

ARTICLE IV-ARCHITECTURAL STANDARDS

4.01 **Restrictions.** No building, barn. corral, shed, storage structure, awning, fence or other structure shall be erected, placed or altered on any Lot, nor shall there be any external modifications to any such structure, until the plans and landscaping specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved by not only the appropriate governmental entity (when necessary), but also the Architectural Review Board in writing. No landscaping shall be installed on any Lot or Outlot "A", or altered thereafter, unless a landscaping plan showing the nature, type, height, and location of the proposed landscaping improvements has been submitted to and approved in advance by the Architectural Review Board, in writing. Without limiting the generality of the foregoing, prior approval of the Architectural Review Board must be obtained for any of the following: (i) attachments to the exterior of a structure, (ii) installation of greenhouses, (iii) installation of patio covers, landscaping, screening, trellises, and the like, (iv) change in exterior paint colors provided that all exterior colors do not exceed a light reflectivity value of 60 or as otherwise restricted by the Development Agreement, (v) installation of any barn, corral, shed, or storage building and (vi) any other exterior change, including cosmetic changes such as garage doors, shutters and the like.

The authority of the Architectural Review Board shall extend to the quality, workmanship and materials for any structure proposed; the conformity and harmony of exterior design and finish with existing structures within the Subdivision; location of all structures with respect to the existing buildings, topography and finished ground elevation and all other matters required to assure that such structures enhance the quality of the Subdivision and are erected in accordance with the plan for the Subdivision. No metal buildings shall be permitted unless the Architectural Review Board approves.

4.02 **Architectural Guidelines.** Those Architectural Guidelines for Wild Valley North dated January 24, 2022, are incorporated herein by reference and shall be the architectural guidelines as of the date of this Amended & Restated Declaration. By vote of 6 of 11 of the Lots within the Subdivision from time to time, the Architectural Guidelines governing the Subdivision may be amended.. Such Architectural Guidelines shall include permitted materials and finish, including colors which are approved in advance for the exterior of structures in the Subdivision. Under no conditions shall repainted or retained exterior colors exceed a light reflectivity value 60 or as otherwise restricted by the Development Agreement. Color selections for repainting or restaining must be approved by the Architectural Review Board. The Architectural Guidelines shall be in writing and shall be available to all interested parties at any time. Residential Lots 1 and 2 shall have a western height restriction, if any, as set forth in the Development Agreement. Those Architectural Guidelines recorded December 7, 2005, at Reception No. 2005-0104273 are revoked and all future Architectural Guidelines shall be those maintained internally by the Architectural Review Board. This Amended & Restated Declaration shall govern over any conflict with the Architectural Guidelines. The Development Agreement shall govern over any conflicts with either the Amended & Restated Declaration or the Architectural Guidelines.

4.03 **Garages.** Each dwelling shall include an attached or detached garage as required by the Architectural Review guidelines or as otherwise set forth herein.

4.04 **Setbacks.** Each single family detached dwelling shall be located within the platted building envelope. The plans submitted by each owner of a corner Lot shall identify the building envelope and boundary of the Lot.

ARTICLE V-ARCHITECTURAL REVIEW BOARD

5.01 **Establishment and Membership of Architectural Review Board.** An Architectural Review Board shall exist and shall continue until such time as the Association may be dissolved, however, until such dissolution the Architectural Review Board shall be subject to and function as an approved committee of and as appointed by the board of directors of the Association. The decision-makers on the Architectural Review Board for the Subdivision shall comprise solely of owners of Lots within the Subdivision unless assigned to the Architectural Review Board that also governs Hidden Valley Estates or as otherwise stated below. Assignment of the Architectural Review Board responsibilities to Hidden Valley Estates or to rescind such assignment shall require a vote of two-thirds of the Lot owners in the Subdivision (7 of 11). To the extent the Subdivision has member(s) on the Architectural Review Board for the sole purpose of decision making on Subdivision Lots, members of the Lots shall agree to be appointed and to be responsible for the activities necessary herein. If no owner of the Subdivision will agree to serve on the Architectural Review Board for the Subdivision, then the

Architectural Review Board that also governs Hidden Valley Estates shall have all rights and responsibilities for architectural review and the above voting is not required until an owner or owners of a Lot(s) within the Subdivision agrees to take on said responsibilities thereafter for a set term that is a minimum of two (2) years. Subject to the above, the Association shall name the members of the Architectural Review Board. Appointed members may include professionals who are architects, engineers, and contractors. Such members may be paid members of the Architectural Review Board. Such professional members of the Architectural Review Board shall not review plans for projects on which they are providing professional services to the applicant. Non-professional members of the Architectural Review Board shall designate alternate members to serve in place of the disqualified professional, in each such instance. An individual who resides in the Subdivision shall be ineligible for appointment as a professional member of the Architectural Review Board. An individual, who owns one or more Lots within the Subdivision, without residing therein, shall be eligible for membership on the Architectural Review Board though a member of Hidden Valley Estates may be a member should the Subdivision so vote and described above. Other members of the Architectural Review Board need not be qualified in the professions indicated and shall not be paid members of the Architectural Review Board. Two nonprofessional members shall serve as co-chairpersons of the Architectural Review Board. Members of the Architectural Review Board appointed by the Association's board of directors may be removed at any time by the Association's board of directors, and shall serve for such term as may be designated by the Association's board of directors or until they resign or are removed by the Association's board of directors. To avoid conflict of interest, if an owner of a Lot serves on the Architectural Review Board, they shall withdraw as to decisions for the Lot(s) they own.

5.02 **Approved Builders.** The Architectural Review Board shall maintain an approved builders list ("the List"). The List shall be compiled in accordance with criteria such as the respective builders' quality of workmanship, length of experience, financial condition, and other relevant factors as determined by the Architectural Review Board. The Architectural Review Board shall have the right to revise the List of approved builders from time to time, as it deems appropriate. Owners of Lots may select a different builder, provided that the builder shall submit a description of at least three homes constructed by the builder within the Northern Colorado area and which are of near or equal quality and scope and such other evidence that the Architectural Review Board shall require to assure the qualifications of said builder. Otherwise Owners of Lots within the Subdivision shall contract only with approved builders for the construction of residences within the Subdivision, and the Architectural Review Board may reject any application for which an approved builder will not be involved.

5.03 **Address of Architectural Review Board.** The address of the Architectural Review Board shall be at the principal office of the Association.

5.04 **Submission of Plans.** Prior to commencement of work to accomplish any proposed improvement on a Lot, the person proposing to make such improvement ("Applicant") shall personally (or personally through their representative) submit to a member of the Architectural Review Board (or a designated agent for the Architectural Review Board) such descriptions, surveys, plot plans, drainage plans, elevation drawings, landscaping plans, construction plans, specifications and samples of materials and colors as the Architectural Review Board shall reasonably require or request showing the nature, kind, shape, height, width, color, materials, and location of the proposed improvement to Subdivision. Assuming all materials required for the Application are provided, the

Applicant shall be entitled to receive a receipt executed by the member of the Architectural Review Board (or a designated agent for the Architectural Review Board) which shall commence the period of review required herein. Prior to the expiration of the Architectural Review Board period of review as required herein, the Architectural Review Board may require submission of additional plans, specifications or other information prior to approving of disapproving the proposed improvement to property and until receipt by the Architectural Review Board may postpone review of any materials submitted for approval. If such additional materials are required by the Architectural Review Board, the Applicant shall be entitled to receive a receipt executed by the member of the Architectural Review Board (or a designated agent for the Architectural Review Board) which shall commence a new period of review required herein.

5.05 **Criteria for Approval.** The Architectural Review Board shall approve any proposed improvement to property only if it deems in its reasonable discretion that the improvement to the property in the location indicated will not be detrimental to the appearance of the surrounding areas of the development as a whole; that the appearance of the proposed improvement to property will be in harmony with the surrounding area; that the improvement will not detract from the beauty, wholesomeness, and attractiveness and the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed improvement to property will not become a burden on the Association. The Architectural Review Board may condition its approval of any proposed improvement to property upon the making of such changes therein as the Architectural Review Board may deem appropriate.

5.06 **Architectural Review Board Guidelines or Rules.** The Architectural Review Board shall issue guidelines or rules relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed improvement to property.

5.07 **Architectural Review Fees.** The Architectural Review Board may, in its guidelines or rules, provide for payment of fees to accompany each request for approval of any proposed improvement to property. The Architectural Review Board may provide that the amount of such fees shall be uniform for similar types of any proposed improvement to property, or the fees may be determined in any other reasonable manner, such as based upon the reasonable cost of the proposed improvement to property.

5.08 **Decision of Architectural Review Board.** The Architectural Review Board shall make a decision regarding approval or disapproval of all or part of the plans submitted by an Applicant within twenty-one (21) days after receipt of all required materials. The decision shall be in writing and, if the decision is not to approve all or part of a proposed improvement to property, the reason therefore shall be specifically stated. The decision of the Architectural Review Board shall be promptly transmitted to the Applicant at the address furnished by the Applicant to the Architectural Review Board.

5.09.1 **Failure of Architectural Review Board to Act on Plans.** Any request for approval of a proposed improvement to property shall be deemed approved as proposed, unless disapproval or a request for additional information or materials is transmitted to the applicant by the Architectural Review Board within twenty-one (21) days after the date of receipt by the Architectural Review Board of all required materials.

5.09.2 **Disagreement on Decisions of Architectural Review Board.** A written policy

setting forth the procedure for addressing disputes arising between the Association as to Architectural Review Board decisions and the Applicant shall be set forth in the By-Laws of the Association.

5.10 **Notice of Completion.** Promptly upon completion of the improvement to property, the applicant shall give written notice of completion to the Architectural Review Board and, for all purposes hereunder, the date of receipt of such notice of completion by the Architectural Review Board.

5.11 **Inspection of Work.** The Architectural Review Board or its duly authorized representative shall have the right to inspect any improvement to property prior to or after completion, provided that the right of inspection shall terminate after thirty (30) days after the Architectural Review Board received a notice of completion from the applicant.

5.12 **Notice of Noncompliance.** If, as a result of inspections or otherwise, the Architectural Review Board finds that any improvement to property has been done without obtaining the approval of the Architectural Review Board or was not done in substantial compliance with the description and materials furnished by the Applicant to the Architectural Review Board or was not completed within one year after the date of approval by the Architectural Review Board, the Architectural Review Board shall notify the applicant in writing of the noncompliance which notice shall be given, in any event, within fifteen (15) days after the Architectural Review Board receives a notice of completion from the applicant. The notice shall specify the particulars of the noncompliance and shall require the Applicant to take such action as may be necessary to remedy the noncompliance.

5.13 **Failure of Architectural Review Board to Act after Completion.** If, for any reason other than the Applicant's act of neglect, the Architectural Review Board fails to notify the Applicant of any noncompliance within thirty (30) days after the receipt by the Architectural Review Board of written notice of completion from the Applicant, the improvement to property shall be deemed in compliance if the improvements to property was, in fact, completed as of the date of notice of completion.

5.14 **Correction of Noncompliance.** If the Architectural Review Board determines that a noncompliance exists, the applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the notice of such ruling of noncompliance sent by the Architectural Review Board to the Applicant. If the Applicant does not comply with the Architectural Review Board's ruling within such period, the matter may be referred to the Association's board of directors, and the Association may, in its discretion, record a notice of noncompliance against the real property on which the noncompliance exists, may institute legal action to allow it to remove the noncomplying improvement, or may otherwise remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses occurred therewith. If the Applicant or owner does not promptly repay such expenses to the Association, the Association may levy a reimbursement assessment and/or lien against the owner or the Property of the owner for such costs and expenses. The right of the Association to remedy or remove any noncompliance shall be in addition to all other rights and remedies, which the Association may have at law, in equity, under the Act or under this Amended & Restated Declaration.

5.15 **No Implied Waiver of Estoppels.** No action or failure to act by the Architectural

Review Board or by the Association shall constitute a waiver of estoppels with respect to future action by the Architectural Review Board or the Association with respect to any improvement to property. Specifically, the approval by the Architectural Review Board of any improvement to property shall not constitute approval of, or obligate the Architectural Review Board to approve, any similar proposals, plans, specifications or other materials submitted with respect to any other proposed improvement.

5.16 **Architectural Review Board Power to Grant Variances.** The Architectural Review Board may authorize variances from compliance with any of the provisions of this Amended & Restated Declaration or any supplemental declaration or the Architectural Guidelines, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Board. If any such variance is granted, no violation of the provisions of this Amended & Restated Declaration or any supplemental declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Amended & Restated Declaration or any supplemental declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the Property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

5.17 **Compensation of Members.** Members of the Architectural Review Board may receive no compensation for services rendered, except for its professional members, who shall be reasonably compensated for their services. All members may receive reimbursement of out of pocket expenses incurred by them in the performance of their duties hereunder.

5.18 **Meetings of Architectural Review Board.** The Architectural Review Board shall meet from time to time as necessary to perform its duties hereunder. The Architectural Review Board may, from time to time, by resolution in writing adopted by a majority of the members, designate an Architectural Review Board Representative (who may, but not need be, one of its members) to take any action or perform any duties for or on behalf of the Architectural Review Board, except granting of approval to any improvement to property and granting of variances. The action of such Architectural Review Board Representative or the written consent or the vote of a majority of the members of the Architectural Review Board shall constitute action of the Architectural Review Board.

5.19 **Records of Actions.** The Architectural Review Board shall report in writing to the Association's Board of Directors all final actions of the Architectural Review Board and the Architectural Review Board shall keep a permanent record of such reported actions.

5.20 **Estoppel Certificates.** The Association shall, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Board, furnish a certificate with respect to the approval or disapproval of any improvement to property or with respect to whether any improvement to property was made in

compliance herewith. Any person without actual notice to the contrary shall be entitled to rely on said certificate with respect to all matters set forth therein.

5.21 **Nonliability for Architectural Review Board Action.** None of the Architectural Review Board, any member of the Architectural Review Board, any Architectural Review Board Representative, the Association, any member of the Association's Board of Directors shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Board unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Review Board shall not be responsible for reviewing, nor shall its approval of an improvement to property be deemed approval of, the improvement to property from the standpoint of safety, whether structural or otherwise, or conformance with the building codes or other governmental laws or regulations. To the fullest extent provided by law the Association shall indemnify and hold harmless all members of the Architectural Review Board except for misconduct determined by a court of law to be willful or conducted in bad faith.

ARTICLE VI-THE ASSOCIATION & THE BVRMA

6.01 **Articles of Incorporation and Bylaws.** Upon annexation, the interests of all Lot and Outlot "A" owners shall be governed and administered by the Articles of Incorporation and Bylaws of the Association and by this Amended & Restated Declaration. The interests of all Lot and Outlot "A" owners shall further be governed and administered by the BVRMA (as defined) and Bylaws of the BVRMA. In the event of a conflict between the provisions of this Amended & Restated Declaration and the Articles of Incorporation and Bylaws of the Association or BVRMA, the terms of this Amended & Restated Declaration shall be controlling.

6.02 **Membership.** Each owner of a Lot, upon becoming an owner, shall be a member of the Association and the BVRMA and shall remain a member for the period of their ownership.

6.03 **Examination of Books by First Mortgagees.** The holder of any recorded first mortgage or deed of trust on a Lot or Outlot "A" in the Subdivision will, upon request, be entitled to:

6.03.1 Inspect the books and records of the Association and BVRMA during normal business hours.

6.03.2 Receive an annual statement of the Association and BVRMA within ninety (90) days following the end of each fiscal year of the Association; and

6.03.3 Written notice of all meetings of the Association and BVRMA and shall be permitted to designate a representative to attend all such meetings.

6.04 **Powers.** The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer, and regulate the common areas and the BVRMA

shall be granted all of the powers necessary to govern, manage, maintain, repair, administer, and regulate the roads, and each of them to perform all of the duties required of both the Association and the BVRMA.

6.05 **Failure to maintain.** In the event that the Association shall fail to maintain the Subdivision or in the event that the BVRMA shall fail to maintain the roads, which each of them is obligated to maintain in a reasonable condition in accordance with the Final Plans and Drawings as approved by Larimer County, the Larimer County Board of County Commissioners may serve written notice upon the Association, the BVRMA or upon the residents/owners of the Subdivision setting forth said failure and said notice shall include a demand that such deficiencies of maintenance be cured within 30 days, and shall set the date and place of a hearing thereon, which shall take place within 14 days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or the modification thereof are not cured in order to preserve the taxable value of the property contained within the Subdivision, and to prevent the roads from becoming a nuisance and public liability, the County may undertake to maintain the same for a period of one year. Before the expiration of said year, the County, upon its own initiative or upon written request of the Association and/or BVRMA shall call a public hearing upon such notice to such corporation and to the residents of the Subdivision involved, to be held by the Board of County Commissioners, at which the Association and/or BVRMA shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the Board of County Commissioners shall determine that the Association and/or BVRMA is ready and able to maintain the Subdivision and/or the roads in a reasonable condition, the County shall cease to maintain the Subdivision and/or roads at the end of said year. If the Board of County Commissioners determines that the Association and/or BVRMA is not ready and able to maintain the Subdivision and/or roads in a reasonable condition, the County may, at its discretion, continue to maintain the Subdivision and/or roads during the next succeeding year, subject to a similar hearing and determination in each year thereafter. In the event the Subdivision is ever annexed into a municipality, the municipality shall succeed to the rights of the County hereunder.

6.06 **Common Areas Additions, Alterations, or Improvements- Limitations.** There shall be no additions, alterations, or improvements of the Association or roads by the BVRMA requiring a special assessment in excess of Five Hundred Dollars ($500) per Lot in any one calendar year without the prior, written approval of a majority of the members of the Association or the BVRMA (as applicable) voting in accordance with the quorum and voting provisions of the Bylaws of the Association or the BVRMA, at a special or regular meeting of the Association or BVRMA members. Such expenditure(s) shall be a common expense.

6.07 **Formula for Determining Assessments.** Assessments shall be made no less frequently than annually and shall be based upon a budget adopted no less frequently than annually by the Association and BVRMA. Assessments (including special assessments) apply to all Lots except as inapplicable until transfer of ownership as set forth by separate

agreements including but not limited to the timing set forth in that Agreement of Annexation of Lots 1-5 of Wild Valley North, R.L.U.P. 03-S2076 dated May 21, 2018, as well as any agreement for annexation or merger of the Subdivision into HVEHOA. The expenses of the Association and BVRMA shall be deemed common expenses and the assessments shall be based upon the total number of Lots subject to the Association and BVRMA as of October 1 of the year preceding the year for which the assessment is made. The owners of each Lot on which a Certificate of Occupancy has been issued for a residence or structure by October 1 of such preceding year shall pay assessments that are double the assessments for Lots on which no such completed residence exists as of said date. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. As to Residual Lots A and B, should those rights available in the Development Agreement be exercised, any alterations or changes to said Residual Lots such as additional residential or open space lots shall require all new variations to agree to the assessments of both the Association and BVRMA along with, if necessary, payment for of reserves on a basis that is equal to what is assessed to other Lots in the Subdivision.

6.08 **Based Upon Budget.** Subject to limitations set forth in Section 6.07 or otherwise in this Amended & Restated Declaration, assessments shall be based upon the budget which shall be established by the Association and BVRMA Board of Directors at least annually, which budget shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association and BVRMA shall from time to time determine is to be paid by all of the Lot owners to provide for the payment of all expenses growing out of or connected with the maintenance, repair, operation, additions, alterations and improvements, roads and entryway, which sum may include, but not be limited to, expenses of management; taxes and special assessments unless separately assessed; premiums for insurance, landscaping and care of grounds; common lighting and heating; repairs and renovations; wages; common water and sewer changes; legal and accounting fees; management fees; expenses and liabilities incurred by the Association and/or BVRMA or any of its agents or employees on behalf of the Lot owners; for any deficit remaining from a previous period; for the creation of reasonable contingency reserve, and working capital and sinking funds as well as other costs and expenses and roads. The Association and BVRMA shall comply with the requirements of Section 38-33.3-303(4) of the Colorado Common Interest Ownership Act, relative to the proposal and adoption of such budget.

6.09 **Assessments for Other Charges.** The Association and BVRMA shall have the right to charge Lot and Outlot "A" owners for special services provided by the Association or the BVRMA to such owner including, but not limited to, those matters set forth in Section 3.04, 3.05, and 3.06 of this Amended & Restated Declaration. That is, such services shall be deemed to have been provided for the exclusive benefit of such Lot or Outlot "A" owners under Section 38-33.3-315(3) (b) of the Act. The Association and/or BVRMA shall also have the right to charge a Lot or Outlot "A" owner for any common expense caused by the misconduct of such Lot or Outlot "A" owner, in which event such expense may be assessed exclusively against such owner. The Association and/or BVRMA shall have the right to impose a lien for any such special service charges or charges due to misconduct

that are not paid when due; said lien shall include court costs and reasonable attorneys' fees incurred by the Association in collecting said charges.

6.10 **Assessments.** The amount of the common expenses and special service and misconduct charges assessed against each Lot or Outlot "A" shall be the personal and individual debt of the owner thereof. No owner may exempt themselves from liability for contribution towards the common expenses by waiver of the use or enjoyment of any Lot or Outlot "A" or by abandonment of their Lot or Outlot "A". The Association and BVRMA shall have the authority to take prompt action to collect any unpaid assessment or special service charge which remains unpaid for more than thirty (30) days from the due date for payment thereof. In the event of default in the payment of a special service charge or assessment, the Lot or Outlot "A" owner shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the amount of the assessment from due date thereof, together with all reasonable expenses, including reasonable attorneys' fees, incurred together with such late charges as are provided by the Bylaws or Rules of the Association or BVRMA. Suit to recover a money judgment for unpaid special service charges or assessments shall be maintainable without foreclosing the lien described in Section 6.11 below and such suit shall not be or construed to be a waiver of lien.

6.11 **Notice of Lien.** All sums assessed but unpaid for the share of common expenses chargeable to any Lot or Outlot "A" and all sums for special services provided by the Association and/or BVRMA and charges due to misconduct that are not paid when due shall constitute the basis for a lien on such Lot or Outlot "A" superior to all other liens and encumbrances, except only for tax and special assessment liens on the Lot or Outlot "A" in favor of any governmental assessing entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances. To evidence such lien, the Association and/or BVRMA shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the amount of the accrued interest and late charges thereon, the name of the owner of the Lot or Outlot "A" and a description of the Lot or Outlot "A". Such notice of lien shall be signed by one of the officers of the Association and/or BVRMA on behalf of the Association and/or BVRMA and shall be recorded in the office of the County Clerk and Recorder of Larimer County, Colorado. Such lien shall attach and be effective from the due date of the assessment until all sums, with interest and other charges thereon shall have been paid in full.

6.12 **Enforcement of Lien.** Such lien may be enforced by the foreclosure of the defaulting owner's Lot or Outlot "A" by the Association and/or BVRMA in like manner as a mortgage on real property upon the recording of the above notice of lien. In any such proceedings, the owner shall be required to pay the costs, expenses and attorneys' fees incurred for filing the lien, and in the event of foreclosure proceedings, all additional costs, all expenses and reasonably attorneys' fees incurred. The owner of the Lot or Outlot "A" being foreclosed shall be required to pay to the Association and/or BVRMA any assessment or special service charge whose payment becomes due for the Lot or Outlot "A" during the period of foreclosure, and the Association and/or BVRMA shall be entitled to a receiver during foreclosure. The Association and/or BVRMA shall have the power to

bid on the Lot or Outlot "A" at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same upon acquiring title to such Lot.

6.13 **Report of Default.** The Association and/or BVRMA, upon request, shall report in writing to first mortgagees of a Lot or Outlot "A" any default in the performance by any Lot mortgagor of any obligation under this Amended & Restated Declaration which is not cured within sixty (60) days.

6.14 **Release of Lien.** The recorded lien may be released by recording a Release of Lien signed by an officer of the Association and/or BVRMA on behalf of the Association and/or BVRMA.

6.15 **Lien Subordinate to First Mortgage - Limitations.** The lien for special service charges and assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now hereafter placed upon the Lot or Outlot "A" subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer and which cause such Lot or Outlot "A" and grantee there under to be relieved of liability for such prior assessments but shall not relieve such Lot or Outlot "A" or grantee from liability from any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.16 **Joint Liability upon Transfer.** Upon payment to the Association and/or BVRMA of a reasonable fee not to exceed Twenty-five Dollars ($25), and upon the written request of any owner or any mortgagee or prospective owner of a Lot or Outlot "A", the Association and/or BVRMA shall issue a written statement setting forth the amount of the unpaid common expenses, if any, with respect to the subject Lot or Outlot "A", the amount of the current monthly assessment and the date that such assessments becomes due, credit for any advanced payments of common assessments, for prepaid items, such as prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any, which statements shall be conclusive upon the Association and/or BVRMA in favor of all persons who rely thereon in good faith. Unless such request for a statements of indebtedness shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of making such requests shall be subordinate to the rights of the person requesting such statement and in the case of a grantee of such Lots or Outlot "A", the grantee shall not be liable for, nor shall the Lot or Outlot "A"conveyed be subject to a lien for any unpaid assessments against said Lot or Outlot "A".

6.17 **Mortgages - Priority.** Each owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a Lot or or Outlot "A" may create junior mortgages, liens or encumbrances on the following conditions: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for unpaid assessments, and other obligations created by this Amended & Restated

Declaration, the Articles of Incorporation and the Bylaws of the Association and/or the Declaration and Bylaws of the BVRMA; (2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgages premises, all of his right, title and interest in and to the proceeds under all insurable policies upon said premises held by the Association and/or BVRMA. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association and/or BVRMA, and if such request is not granted, such release may be executed by the Association and/or BVRMA as an attorney-in-fact for such junior mortgage.

6.18 **Professional Management.** Professional management for the Subdivision is permitted, and any agreement which may be entered into with regard to professional management shall be for a term of not more than one (1) year and shall be terminable on thirty (30) days' written notice, without cause and without payment of a termination fee.

6.19 **Disagreement on Decisions of Association.** A written policy setting forth the procedure for addressing disputes arising between the Association and/or the BVRMA and any owner of a Lot or Outlot "A" shall be set forth in the By-Laws of the Association and the BVRMA.

ARTICLE VII - GENERAL PROVISIONS

7.01 **Duration.** Subject to the provisions of Section 7.03 of this Article, this Amended & Restated Declaration shall remain in full force and effect, shall run with the land and shall be binding on all persons having any interest in any Lot in the Subdivision for a period of twenty (20) years from the date this Amended & Restated Declaration is recorded and thereafter shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change or terminate the Amended & Restated Declaration in whole or in part.

7.02 **Amendments.** This Amended & Restated Declaration, or any portion thereof, may be amended or revoked at any time by an instrument in writing signed by the owners of at least two-thirds (66.667%) of the Lots in the Subdivision. Notwithstanding the above, the Association cannot be dissolved nor can any amendment which conflicts with the Development Agreement take effect without the consent of the Board of County Commissioners of Larimer County. Any amendment shall be effective only upon the recordation of the written amendment or ratification thereof containing the necessary signatures of Lot owners and encumbrance holders. No amendment to this Amended & Restated Declaration may be made which conflicts with any of the laws of the State of Colorado, or ordinances of Larimer County or the Development Agreement for Hidden Valley Estates R.L.U.P. No amendment shall affect any rights of Declarant unless approved in advance by and consented to by Declarant in writing.

7.03 **Severability.** Any provision of this Amended & Restated Declaration invalidated in any manner whatsoever shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the remainder of this Amended & Restated Declaration

and, in such event, all of the other provisions of this Amended & Restated Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

7.04 **Disclaimer.** No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any covenant or provision of this Amended & Restated Declaration or for the failure of the Architectural Review Board or Declarants to enforce any covenant or provision hereof. This Section 7.04 may be pleaded as a full bar to the maintenance of any such action or arbitration brought in violation of the provisions of this Article.

7.05 **Waiver.** No provision contained in this Amended & Restated Declaration shall be deemed to have abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

7.06 **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Amended & Restated Declaration nor the intent of any provision hereof.

7.07 **Construction.** The use of the genders in this Amended & Restated Declaration shall be deemed to include the feminine, masculine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires it.

7.08 **Notices.** Notices required or permitted by this Amended & Restated Declaration shall be made in writing. Notice to a member of the Association shall be sufficient if sent by United States mail, sufficient postage prepaid, to the latest address given by such member to the Secretary of the Association or electronic mail to a valid email address. In such event, notice shall be deemed effective five (5) days after such deposit into the United States mail or three (3) days after the email is sent. Notices may also be given by certified or registered mail, or by hand delivery. If hand delivered, notice shall be effective on the date that delivery is accomplished. If sent by registered or certified mail, notice shall be deemed effective three (3) days after deposit to the United States mail, sufficient postage prepaid.

IN WITNESS WHEREOF, the undersigned being Owners (or Mortgagees) of Lots and Outlot "A" in Wild Valley North R.L.U.P. have executed this Amended & Restated Declaration the date and year indicated below.

TK3 Holdings, LLC
(WVN Lots 1 thru 5, Residual Lots "A" and "B" and Outlot "A")

Travis Crites, Member and Manager

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 26 day of Jan., 2022, by Travis Crites, in his capacity of Member and Manager of TK3 Holdings, LLC, as Declarant.

WITNESS my hand and official seal.
[SEAL]

Notary Public

VAN T PHAM
Notary ID #12308210
My Commission Expires
June 26, 2023

My commission expires: 06-26-23

David W. Micklo & Sarah C. Micklo
(WVN Lot 6)

David W. Micklo

Sarah C. Micklo

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 14th day of February, 2022, by David W. Micklo & Sarah C. Micklo, as Declarants.

WITNESS my hand and official seal.
[SEAL]

Notary Public

AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES 04/06/2023

My commission expires: 4-6-2023

Cardinal Financial Company, Limited Partnership
(Lienholder WVN Lot 6 aka 3817 Arwen Lane, Loveland, CO 80538)

Cardinal Financial Company, Limited Partnership

BY: Ron Slepian (printed name)

TITLE: VP - Controller

STATE OF NC)
) ss.
COUNTY OF Mecklenburg)

The foregoing instrument was acknowledged before me this 3rd day of March, 2022, by Ron Slepian in his/her capacity as VP - Controller for Cardinal Financial Company, Limited Partnership, as Lienholder.

WITNESS my hand and official seal.

MICHAEL S. MCKINNEY
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires May 4, 2026

[SEAL]

Notary Public

My commission expires: 05/04/2026

Joseph F. Dudek Jr. & Elizabeth Rose Dudek
(WVN Lot 7)

Joseph F. Dudek Jr.
by Elizabeth Rose Dudek and on behalf of Joseph F. Dudek Jr., her husband and Declarant, by and through that Financial and Medical Durable Power of Attorney attached hereto

Elizabeth Rose Dudek

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 28 day of January, 2022, by Joseph F. Dudek Jr. by Elizabeth Rose Dudek and on behalf of Joseph F. Dudek Jr., her husband and Declarant, by and through that Financial and Medical Durable Power of Attorney attached hereto and Elizabeth Rose Dudek, on her own behalf, as Declarants.

WITNESS my hand and official seal.
[SEAL]

AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES 04/06/2023

Notary Public

My commission expires: 4-6-2023

First National Bank of Omaha
(Lienholder WVN Lot 7 aka 3816 Arwen Lane, Loveland, CO 80538)

First National Bank of Omaha

BY: Jen Ammerman
TITLE: Loan Officer

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 28 day of February, 2022, by Jen Ammerman, Loan Officer, 205 W. Oak, SC: 9400, Fort Collins, CO 80521 in her capacity as Loan Officer for First National Bank of Omaha, as Lienholder.

WITNESS my hand and official seal.
[SEAL]
Amanda Miles
Notary Public

AMANDA MILES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144031791
MY COMMISSION EXPIRES AUGUST 19, 2022

My commission expires: 8/19/2022

The Valerie L. Buehler Trust
(WVN Lot 8)

Valerie L. Buehler
Valerie L. Buehler, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 28 day of January, 2022, by Valerie L. Buehler, in her capacity as Trustee of the Valerie L. Buehler Trust, as Declarant.

WITNESS my hand and official seal.
[SEAL]
Amy L Oram
Notary Public

AMY L. ORAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044015539
MY COMMISSION EXPIRES 04/06/2023

My commission expires: 4-6-2023

The Lazy T5 Family Trust
(WVN Lot 9)

Kathryn M. Dokter, Trustee

Jay D. Dokter, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 28 day of January, 2022, by Kathryn M. Dokter and Jay D. Dokter, in their capacities as Trustees of the Lazy T5 Family Trust, as Declarants.

WITNESS my hand and official seal.
[SEAL]

Notary Public
My commission expires: 12/14/2023

PATRICIA A. CLARK
NOTARY PUBLIC
STATE OF COLORADO
ID #19994028118
My Commission Expires 12/14/2023

Bank of Colorado
(Lienholder WVN Lot 9 aka 3656 Arwen Lane, Loveland, CO 80538)

Name: _____

BY: Christian Bordewick (printed name)

TITLE: Market President

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 22nd day of Feb, 2022, by Christian Bordewick in his/her capacity as Market President for Bank of Colorado, as Lienholder.

WITNESS my hand and official seal.
[SEAL]

_____
Notary Public

RYAN LUNDQUIST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094001775
MY COMMISSION EXPIRES JAN 27, 2025

My commission expires: 1/27/25

RECEPTION #20220021404, 4/4/2022 2:39:32 PM, 30 of 39, $203.00 Electronically Recorded
Angela Myers, Clerk & Recorder, Larimer County, CO

FINANCIAL AND MEDICAL DURABLE POWER OF ATTORNEY

JOSEPH FRANCIS DUDEK, JR. to ELIZABETH ROSE DUDEK

1. **DESIGNATION**. JOSEPH F. DUDEK, JR., (the "Principal") designates his Wife, ELIZABETH R. DUDEK, as attorney-in-fact for the Principal. If ELIZABETH R. DUDEK is unwilling or unable to act as attorney-in-fact, the Principal designates his parents, JOSEPH DUDEK and ANN MARIE DUDEK, of Pearl River, New York, to act as Co-successor attorneys in-fact. If either JOSEPH DUDEK or ANN MARIE DUDEK is unwilling or unable to act as a co-attorney-in-fact, then the Principal appoints the other of them to act as sole attorney-in-fact. A successor attorney-in-fact shall have all rights, duties and discretion hereinbefore granted to the initial attorney-in-fact.

2. **EFFECTIVENESS; DURATION**. The power of attorney shall become effective immediately, shall not be affected by the disability or incapacity of the Principal and shall continue until revoked or terminated under Section 12, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. **FINANCIAL POWERS**. The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. The attorney-in-fact shall exercise all powers as a FIDUCIARY for the Principal, and nothing herein shall be construed to grant an attorney-in-fact a general power of appointment. These powers shall include, without limitation, the power and authority:

3.1 **Real Property**. To purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property, and to manage or dispose of any proceeds realized from any transaction involving real property.

3.2 **Personal Property**. To purchase, take possession of, lease, sell, assign, transfer, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property including, without limitation, stocks, U.S. Treasury bonds or other bonds, or securities of any kind or nature, and to manage or dispose of any proceeds realized from any transaction involving personal property.

3.3 **Financial Accounts**. To deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, trust companies, savings and loan associations, credit unions and securities dealers). This shall include but not be limited to the authority to maintain and close existing accounts, as well as to open, maintain and close other accounts, to manage assets in all accounts (including directing sales, purchases, trade in stocks, bonds or other securities and to deliver securities to a broker to change certificated securities into street name) and to make deposits, transfers, and withdrawals with respect to all such accounts. To have the authority in the same manner and to the same extent as any account holder on qualified and non-qualified retirement accounts (including but not limited to IRAs, 401(k)s, pension plans,

etc.) and to direct distributions from such accounts and to make any elections in connection therewith, including tax withholding. The attorney-in-fact may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities the Principal may own. To execute on Principal's behalf any powers of attorney in whatever form which may be required by any stockbroker with whom Principal has deposited any securities.

3.4 **Monies Due**. To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.5 **Claims Against Principal**. To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.6 **Legal Proceedings**. To participate in any legal action in the name of the Principal or otherwise. This shall include without limitation (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the exercise or determination of the authority granted in this instrument.

3.7 **Written Instrument**. To sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.8 **Safe Deposit and Post Office Boxes**. To enter and remove items from any safe deposit or post office box in which the Principal has a right of access.

3.9 **Transfers to Trust**. To create, amend, revoke, or transfer assets of all kinds to any trust, including without limitation any revocable or irrevocable trust, special needs trust or annuity trust, which (a) is for the sole benefit of the Principal during Principal's lifetime, as to the Principal's separate property; and/or (b) is for the sole benefit of the Principal during Principal's lifetime and/or the Principal's spouse as to their community property; and (c) which does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trustee.

3.10 **Disclaimer**. To disclaim any interest under Chapter 11.86 RCW in or to any property, right, power, privilege or immunity to which the Principal would otherwise succeed.

3.11 **Taxes**. To represent the Principal in all tax matters of whatever kind or nature, including without limitation the authority to prepare, sign and file federal state and local income, gift and any other returns, to execute IRS Form 2848 granting the attorney-in-fact a power of attorney as to any tax matters of the Principal, to pay or lawfully challenge any taxes or deficiencies levied against the Principal or any property or asset of the Principal, to make any

election the Principal may have under federal, state or local tax laws or regulations, or allocate any generation-skipping tax exemption to which the Principal is entitled. The attorney-in-fact is authorized to receive any and all confidential tax information of the Principal for all tax years, and to execute any power of attorney form required by the Internal Revenue Service or any state or local taxing authority.

3.12 General. To otherwise do what is reasonably necessary to safeguard the Principal's best interests, including to make loans; employ attorneys, accountants and other professionals on behalf of the Principal, participate in and operate business entities and ventures on behalf of the Principal, and oversee the ownership, health and welfare of the Principal's pets.

4. STATUTORY PROVISIONS REGARDING CERTAIN ACTIONS. The attorney-in-fact SHALL NOT have authority to make, amend, alter, or revoke the Principal's wills or codicils.

4.1. Grant of Authority to Change Estate Plan for Certain Purposes. Pursuant to RCW 11.94.050, the attorney-in-fact SHALL have the power, to make, amend, alter, or revoke any of the Principal's life insurance, annuity, or similar contract beneficiary designations, employee benefit plan (including IRA, Keogh or other qualified plan) beneficiary designations, trust agreements, registration of the Principal's securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with the Principal with respect to any of the Principal's property, community property agreements, or any other provisions for nonprobate transfer at death contained in nontestamentary instruments described in RCW 11.02.091. The authority to make the above changes may ONLY be exercised for one or more of the following purposes and ONLY so long as a change is NOT inconsistent with Principal's overall plan of estate distribution:

4.1.1. To avoid probate;

4.1.2. To reduce estate or income taxes;

4.1.3. To establish or fund a trust, such as a special needs trust, a conduit trust or accumulation trust in order to protect assets for a minor, young adult or incapacitated beneficiary; or

4.1.4 For any other purpose with permission of the Court and/or pursuant to agreement under the provisions of RCW 11.96A.

4.2. Exceptions to Limitations For Purposes of Becoming Eligible for Federal or State Needs-Based Programs. For the purpose of preservation of Principal's assets by becoming eligible for state or federal needs-based programs, the attorney-in-fact may establish an annuity, sell or purchase life insurance (and make or revise a beneficiary designation) or establish or amend a trust. Program eligibility would include but not be limited to COPES, Medicaid, SSI,

DSHS long-term care or any other federal or state needs-based programs. Any changes made by the attorney-in-fact MUST be consistent with the Principal's overall plan of estate distribution.

4.3. **Gifts Allowed**. To make gifts (a) in keeping with the Principal's past practices of gift giving; (b) to members of Principal's family in an amount not to exceed the maximum federal annual exclusion for gifts if the making of such gifts will result in the elimination or reduction of the federal or state estate tax on the Principal's eventual death ONLY so long as such gifts are consistent with Principal's overall plan of estate distribution; (c) so long as transfers are not prohibited under applicable federal or state law, to make transfers, for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy; or (d) to any persons, including the attorney-in-fact, with permission of the Court and/or pursuant to agreement under the provisions of RCW 11.96A.

4.4. **Exoneration of Vulnerable Adult Protective Provisions**. The exercise of the power of gifting as provided above shall not be construed as a misuse of the power of attorney and shall not be considered financial exploitation of the Principal unless it can be shown by clear, cogent and convincing evidence that the actions taken are not consistent with the standards provided above.

5. **MEDICAL AND PERSONAL DECISION OF PRINCIPAL**. The attorney-in-fact shall have the following powers:

5.1 **Access to Medical Records and Other Medical and Personal Information**. To request, receive and review any information, verbal or written, regarding Principal's personal affairs or physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose or authorize disclosure of such information to such persons, organizations, firms or corporations as the attorney-in-fact shall deem appropriate.

5.2 **Employ and Discharge Health Care Personnel**. To employ and discharge medical and health care personnel including but not limited to physicians, psychiatrists, dentists, nurses, and therapists as the attorney-in-fact shall deem necessary for Principal's physical, mental and emotional well-being, and to pay them (or cause to be paid to them) reasonable compensation from Principal's funds.

5.3 **Give, Withhold or Withdraw Informed Consent to Medical Treatment**. To give or withhold consent to any medical or health care procedure, test or treatment, including surgery, except as specified below; to arrange for Principal's hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for the Principal, as the attorney-in-fact shall deem appropriate; and under circumstances in which the attorney-in-fact determines that certain medical procedures, tests or treatments are no longer of any benefit to the Principal or where the benefits are outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which the Principal or the attorney-in-fact may have previously allowed or consented to or which may have been

implied due to emergency conditions. The attorney-in-fact's decisions should be guided by taking into account (a) the provisions of this document, (b) any reliable evidence of preferences that the Principal may have expressed on the subject, whether before or after the execution of this document, which may be in the form of a Health Care Directive, (c) what the attorney-in-fact believes the Principal would want done in the circumstance as if the Principal were able to express himself or herself, (d) any information given to the attorney-in-fact by the physicians treating the Principal as to the Principal's medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects associated with the treatment, and (e) any communications the Principal is able to provide despite his or her disability or incapacity. As permitted by RCW 11.94.010(3), the attorney-in-fact is authorized to give informed consent for health care decisions on behalf of the Principal, and as the Principal's "personal representative" (as that term is defined and designated under the HIPAA provisions of 45 CFR 160 and 164), to receive and authorize the use and disclosure of the Principal's protected health information.

5.4 **Consent or Refuse Consent to Principal's Psychiatric Care.** Upon the execution of a certificate by two (2) licensed, independent psychiatrists, who have examined the Principal, and who conclude that the Principal is in immediate need of hospitalization because of mental disorders, alcoholism or drug abuse, the Principal authorizes the attorney-in-fact to arrange for the Principal's voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for the Principal; to refuse consent for any such hospitalization, institutionalization and private psychiatric and psychological care; and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization and private treatment which the Principal or attorney-in-fact may have given at an earlier time.

5.5 **Refuse Life-Prolonging Procedures.** To request that aggressive medical therapy not be instituted or continued, including (but not limited to) cardiopulmonary resuscitation, the implantation of a cardiac pacemaker, renal dialysis, parenteral feeding, the use of respirators or ventilators, blood transfusions, nasogastric tube use, intravenous feedings, endotracheal tube use, antibiotics and organ transplants. The attorney-in-fact should try to discuss the specifics of any such decision with the Principal, in any manner, that the Principal may be able to communicate, even blinking eyes. If Principal is unconscious, comatose, senile or otherwise unreachable by such communication, the attorney-in-fact should make the decision guided primarily by any preferences which Principal may have previously expressed and, secondarily, by the information given by the Principal's treating physicians as to a medical diagnosis and prognosis. It is Principal's intent and desire that the attorney-in-fact honor any Health Care Directive and/or Supplement thereto or Physician's Order regarding Life-Sustaining Treatment (POLST) which Principal may have signed. The attorney-in-fact shall have the authority to make the final decision if at any time a conflict arises between any Health Care Directive and/or Supplement thereto or POLST which Principal has signed and this Power of Attorney. The attorney-in-fact may specifically request and concur with the writing of a "no-code" (DO NOT RESUSCITATE) order by the attending or treating physician.

5.6 **Limitations on Exercising Medical Powers.** Notwithstanding the foregoing, the attorney-in-fact shall not have the power to consent to any psychiatric or mental health procedures that are intrusive of the Principal's bodily integrity, physical freedom of

movement, or the Principal's rights under Chapter 71.05 of the Revised Code of Washington with regard to involuntary commitment.

5.7 **Exercise and Protect Rights.** To exercise the Principal's right of privacy and right to make decisions regarding the Principal's medical treatment even though the exercise of such rights might hasten the Principal's death or be against conventional medical advice.

5.8 **Authorize Relief From Pain.** To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve the Principal's pain, including unconventional pain-relief therapies which the attorney-in-fact believes may be helpful, even though such drugs or procedures may lead to permanent physical damage or addiction or hasten the moment of (but not intentionally cause) the Principal's death. Such unconventional methods may include, but not be limited to, pain-relief therapies such as biofeedback, guided imagery, relaxation therapy, acupuncture or massage.

5.9 **Grant Releases.** To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by the attorney-in-fact, or who render written opinions to the attorney-in-fact in connection with any matter described in this Article, from all liability from damages suffered or to be suffered by the Principal; and to sign documents titled or purporting to be a "Refusal to Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by a hospital or physician to implement the Principal's wishes regarding medical treatment or non-treatment.

5.10 **Provide For Residence.** To make all necessary arrangements for the Principal at any hospital, hospice, nursing home, convalescent home or similar establishment and to assure that all the Principal's essential needs are provided for at such a facility. In this connection, the attorney-in-fact should bear in mind Principal's strong preference to remain in Principal's residence as long as possible.

5.11 **Provide for Companionship.** To provide for such companionship as will meet the Principal's needs and preferences at a time when the Principal is disabled or otherwise unable to arrange for such companionship.

5.12 **Make Advance Final Arrangements.** To make advance arrangements for the Principal's funeral service, burial, cremation or other disposition of remains, including the purchase of a burial plot and marker, and such other related arrangements as the attorney-in-fact shall deem appropriate, and that are not inconsistent with Principal's express, written wishes, if the Principal has not already done so.

5.13 **Execute Documents and Incur Costs in Implementing the Above Powers.** To sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this

document and to incur reasonable costs in the exercise of such powers. In addition, the attorney-in-fact shall pay all fees and costs incurred in the exercise of the powers granted in this document.

6. **AUTHORIZATION FOR RELEASE OF INFORMATION**. The Principal hereby authorizes all health care providers, including, but not limited to, physicians, psychiatrists, nurses, hospitals and all other individuals and entities who may have provided, or will be providing the Principal with any type of health care, to disclose protected health care information that relates directly or indirectly to the Principal's capacity to act rationally and prudently in the Principal's own best interest and to manage the Principal's financial affairs to the attorney-in-fact, including photocopies of any records that the attorney-in-fact may request. If the Principal is incapacitated at the time the attorney-in-fact shall request such information, all persons and entities are authorized to treat any such request for information by the attorney-in-fact as the request of the Principal's legal representative and to honor such request on that basis. The Principal hereby waives all privileges with regard to disclosures to the attorney-in-fact which may be applicable to such information and records and to any communication pertaining to the Principal and made in the course of any confidential relationship recognized by law. This authorization is intended to provide the attorney-in-fact with the authorization necessary to allow the attorney-in-fact to proceed under this document and to disclose protected health care information regarding the Principal to carry out the intent and purposes of this power of attorney and for the purpose of allowing the attorney-in-fact to make the specific determinations regarding the Principal's capacity or need for protective proceedings. Information disclosed by a health care provider pursuant to this authorization may be subject to re-disclosure and shall no longer be protected by the privacy rules of 45 CFR 160 and 164. The authorization contained in this section may be revoked by a writing signed by the Principal or by the Principal's personal representative, and shall expire three (3) years after the death of the Principal unless sooner terminated in accordance with Section 12 hereof.

7. **THIRD-PARTY RELIANCE**. For the purpose of inducing any individual, organization, or entity (including, but not limited to, any physician, hospital, nursing home, insurer, or other party, all of whom will be referred to in this Article as a "person") to act in accordance with the instructions of the attorney-in-fact as authorized in this document, the Principal hereby represents, warrants and agrees that:

7.1 **Reliance On Attorney-in-Fact's Authority and Representations**. No person who relies in good faith upon the authority of the attorney-in-fact under this document shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance. In addition, no person who relies in good faith upon any representation the attorney-in-fact may make as to (a) the fact that the attorney-in-fact's powers are then in effect, (b) the scope of the attorney-in-fact's authority granted under this document, (c) the Principal's competency at the time this document is executed, (d) the fact that this document has not been revoked, or (e) the fact that the attorney-in-fact continues to serve as the attorney-in-fact shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance for permitting the attorney-in-fact to exercise any such authority.

7.2 **No Liability for Unknown Revocation or Amendment**. Notwithstanding the Principal's power to revoke this document contained in Section 12, if this document is revoked or amended for any reason, the Principal, the Principal's estate, and the Principal's heirs, successors and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person's reliance in good faith upon the apparent authority of the attorney-in-fact prior to the receipt by such person of actual notice or knowledge of such revocation or amendment.

7.3 **Attorney-in-Fact May Act Alone**. The powers conferred on the attorney-in-fact by this document may be exercised by the attorney-in-fact alone and the attorney-in-fact's signature or act under the authority granted in this document may be accepted by persons as fully authorized by the Principal and with the same force and effect as if the Principal were personally present, competent, and acting on the Principal's own behalf. Consequently, all acts lawfully done by the attorney-in-fact hereunder are done with the Principal's consent and shall have the same validity and effect as if the Principal were personally present and had personally exercised the powers, and shall inure to the benefit of and bind the Principal, the Principal's estate, and the Principal's heirs, successors, assigns and personal representatives.

8. **ADDITION TO MEDICAL RECORDS**. In the discretion of the attorney-in-fact, this document may be made part of the Principal's permanent medical record upon the Principal's admission to a health care facility.

9. **RESORT TO COURTS**. The Principal hereby authorizes the attorney-in-fact to, on the Principal's behalf and at the Principal's expense (a) file a petition for any matters permitted under RCW 11.94.090 or (b) seek a mandatory injunction requiring compliance with the attorney-in-fact's instructions by any person obligated to comply with instructions given by the attorney-in-fact; or (c) seek damages against any person obligated to comply with instructions given by the attorney-in-fact who negligently or willfully fails or refuses to follow such instructions.

10. **REIMBURSEMENT OF COSTS**. The attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by the attorney-in-fact on the Principal's behalf under any provision of this document.

11. **NO COMPENSATION**. The attorney-in-fact shall NOT be entitled to compensation for services rendered hereunder.

12. **TERMINATION**. This power of attorney shall be terminated by: (a) the Principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded; (b) a Guardian of the estate of the Principal after court approval of such revocation; (c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact; (d) court order; or (e) if the Principal and attorney-in-fact are married to each other, then as to the appointment of the spouse as attorney in fact, upon the filing by either of a petition, complaint or other pleading for separation, dissolution or divorce.

13. ACCOUNTING. Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

14. NOMINATION OF GUARDIAN. The Principal nominates the attorney-in-fact as guardian of the Principal's person and estate if protective proceedings for the Principal's person or estate are ever commenced.

15. PRIOR POWER OF ATTORNEY. This Power of Attorney hereby revokes all other durable powers of attorney which the Principal may have given and which grant general financial and/or medical decision-making authority to an attorney-in-fact.

16. RESIGNATION. If an attorney-in-fact wishes to resign, the attorney-in-fact shall provide written notice to the Principal, if not incapacitated, and if the Principal is incapacitated, then to the named successor attorney-in-fact; but if no successor is named, the attorney-in-fact may resign by recording a resignation in the county in which the Principal resides.

17. SEVERABILITY AND APPLICABLE LAW. The invalidity of any provision of this Power of Attorney as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. The laws of the State of Washington shall govern this power of attorney.

DATED this 30 day of April, 2015.

JOSEPH F. DUDEK, JR.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JOSEPH F. DUDEK, JR. signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 30th day of April, 2015.

LINDA NELSON LYSNE NOTARY PUBLIC STATE OF WASHINGTON 07-13-2018

Linda Nelson Lysne
Linda Nelson Lysne
[Print Name]
Notary Public in and for the State of Washington, residing at: Tacoma WA
My Appointment expires: 7-13-2018.

Exhibit A

Lots 1 through 9, Residual Lots A and B and Outlot A, Wild Valley North R.L.U.P. 03-S2076.

Also described as:

A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 69 WEST, OF THE 6TH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER OF SAID SECTION 5, SAID POINT BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED PLS 32829; AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF S02°14'27"W, (SOUTH END OF SAID LINE BEING MARKED BY A #6 REBAR WITH 2 ½" ALUMINUM CAP STAMPED PLS 20676) WITH ALL OTHER BEARINGS RELATIVE THERETO;
THENCE ALONG SAID EAST LINE, S02°14'27"W, 1,300.20 FEET;
THENCE S89°46'20"W, 2,538.89 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5;
THENCE ALONG SAID WEST LINE, N00°24'21"E, 1,287.04 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 5 AND 6;
THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, N00°28'29"E, 1,418.43 FEET TO THE NORTHWEST QUARTER OF SAID SECTION 5;
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, N01°19'24"W, 1,343.03 FEET TO THE SOUTH SIXTEENTH CORNER OF SECTIONS 31 AND 32, TOWNSHIP 6 NORTH, RANGE 69 WEST;
THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S89°19'57"E, 1,322.10 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 32;
THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S00°51'57"E, 1,336.52 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 5;
THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, S01°19'36"W, 1,398.71 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 5;
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, N89°29'48"E, 1,290.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 158.51 ACRES (6,904,640 SQUARE FEET), MORE OR LESS AND IS SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.