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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIGHPOINTE ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIGHPOINTE ESTATES (the "Declaration") is made as of February 22, 2006, by Highpoint Vista, L.L.C., a Colorado limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in Larimer County, Colorado, within the Town of Windsor, as more particularly described in Exhibit A (the "Property").

B. Declarant desires to create a system of covenants, conditions, restrictions and easements to protect and enhance the quality, value, aesthetics, desirability, and attractiveness of the Property to be developed, which shall be known as Highpoint Estates (the "Development").

C. Declarant shall cause the Highpoint Estates Metropolitan District No. 1 (the "District"), to be organized under the laws of the State of Colorado, which District shall, pursuant to Section 32-1-1004 (8) of the Colorado Revised Statutes, enforce the covenants, conditions, restrictions and easements, and exercise the functions of the Architectural Review Board as set forth herein.

ARTICLE 1 DEFINITIONS

The following words when used in this Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

Section 11 "Affiliate" means persons or entities controlled by or under common control of the Declarant.

Section 12 "Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor by the Declarant or District.

Section 13 "Architectural Guidelines" means the guidelines and rules published, and as amended and supplemented from time to time in accordance with the terms therein, by the Architectural Review Board.

¹A portion of the Property currently is owned by Travis J. Horton, Kimberly S. Horton, Trent Horton, and Kristin Honon (the "Horton Owners"). By signature below, the Horton Owners hereby consent to subject their portion of the Property to the covenants, conditions, restrictions and easements described herein, which shall run with the land and be binding on the Horton Owners, their heirs, successors, and assigns having any right, title or interest in all or any part of the portion of Property currently owned by the Horton Owners.

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1805 St#11 Center Drive, Suite 100
Highlands Ranch, CO 80129

Section 1.4 "Architectural Review Board," means and refers to the Architectural Review Board defined and created pursuant to Article 4.1 below.

Section 1.5 "Building Envelope" means that area within each Lot designated by the Architectural Review Board within which the dwelling and certain other Improvements may be constructed.

Section 1.6 "Town" means the Town of Windsor.

Section 1.7 "Town Documents" means all zoning and use laws, rules and regulations, including the Town of Windsor's Uniform Building Code, as well as any development approvals for Highpointe Estates granted by the Town of Windsor, as amended from time to time.

Section 1.8 "Declarant" means Highpoint Vista, L.L.C., a Colorado limited liability company, and its affiliates, successors and assigns.

Section 1.9 "Declaration" means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates, as amended and supplemented from time to time.

Section 1.10 "Director" means a member of the Board of Directors of the Highpointe Estates Metropolitan District No. 1.

Section 1.11 "District" means the Highpointe Estates Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Section 1.12 "Highpointe Estates Documents" means this Declaration, the Architectural Guidelines, and any procedures, rules, regulations or policies adopted under such documents by the Declarant or the District in furtherance of this Declaration.

Section 1.13 "Highpointe Estates" means the development subject to this Declaration, consisting of the Property described in Exhibit A attached hereto.

Section 1.14 "Improvement" means and includes, but is not limited to, the construction, installation, alteration or removal of any landscaping, lawn or garden statuary and ornamentation, fence, wall, dog houses and dog runs, decks, balconies, hot tubs, satellite dishes, the exterior appearance including exterior lighting and paint color, signs, mailbox and mailbox support, any additions or expansions to current improvements, or other structure or improvement on a Lot including any site work in preparation therefore.

Section 1.15 "Lot" means each Lot subject to this Declaration, together with all appurtenances and improvements, now or in the future, on the Lot.

Section 1.16 "Owner" means the owner of record, whether one or more persons or entities, of fee simple title to any Lot, but excludes those having such interest in a Lot merely as security for the performance of an obligation, unless and until such person has acquired fee simple title to the Lot pursuant to foreclosure or other proceedings.

Section 1.17 "Person" means a natural person, a corporation, a partnership, a trustee or any other legal entity.

Section 1.18 "Property" means and refers to that certain real property described on Exhibit A attached to this Declaration.

Section 1.19 "Successor" means any party or entity to whom Declarant specifically assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder for Larimer County, Colorado and Weld County, Colorado, designating such party as a successor to the Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

ARTICLE 2 ESTABLISHMENT OF THE DEVELOPMENT

Section 2.1 Purposes of Declaration. This Declaration is executed (a) in furtherance of a common and general plan for the Development; (b) to protect and enhance the quality, value, aesthetics, desirability, and attractiveness of the Development; (c) to set forth certain responsibilities and authority of the District; (d) to define certain duties, powers, and rights of the Owners; and (e) to define certain duties, powers, and rights of Declarant.

Section 2.2 Submission of Property. Declarant further declares that all of the Property described in Exhibit A shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Property. Additional property may be annexed ("Annexed Property") to the Development and made subject to this Declaration; provided that the annexation of any Annexed Property must be approved as an amendment to this Declaration subject to the requirements of Section 7.2. Any Annexed Property made subject to this Declaration shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Annexed Property.

Section 2.3 Description of Lots. Each Lot included in the Property shall be developed solely for residential purposes in accordance with the restrictions applicable to a particular Lot contained in the Highpointe Estates Documents and the Town Documents. No Lot shall be further subdivided.

Section 2.4 Lot Ownership. Title to a Lot may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Lot in which such Owner owns an interest.

ARTICLE 3 EASEMENTS

Section 3.1 Recorded Easements. The Property shall be subject to all easements, licenses, covenants and restrictions affecting the Property, any other easements of record or of use as of the date of recordation of this Declaration and those easements set forth in this Article or otherwise contemplated by this Declaration. Declarant reserves the right to record any additional easements or other instruments which it deems reasonable or necessary with respect to any portion of the Property prior to the conveyance of such portion of the Property.

Section 3.2 General Maintenance Easement. An easement is hereby reserved to Declarant for the benefit of the Declarant, Declarant's affiliates, successors and specific assigns, and granted to the District and its successors and assigns, upon, across, over, in, and under the Property to make such use of the Property as may be necessary or appropriate to perform the duties and functions which such parties are obligated or permitted to perform pursuant to the Highpointe Estates Documents.

Section 3.3 Support Easement. Each Lot is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future, on each such Lot and all other Lots, including, but not limited to, irrigation structures, utility structures, trails, etc.

Section 3.4 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, animal control, wildlife protection and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

ARTICLE 4 ARCHITECTURAL REVIEW BOARD AND GUIDELINES

Section 4.1 Architectural Review Board and Guidelines. There is hereby established an Architectural Review Board (the "ARB"), which will be responsible for the establishment and administration of the Architectural Guidelines to facilitate the purpose and intent of this Declaration. The Architectural Guidelines will be binding on all Owners and other persons governed by this Declaration. The initial Architectural Review Guidelines are attached hereto as **Exhibit B**, and may be amended, repealed or augmented from time to time in accordance with the terms of the Architectural Guidelines as provided in Section 4.3.1. This Article shall not apply to the construction activities of the Declarant.

Section 4.2 Purpose and General Authority. The ARB will review, and, as appropriate, approve or disapprove proposed Lot Improvements submitted by Lot Owners in accordance with this Declaration and enforce any design criteria, standards and guidelines set forth in the Architectural Guidelines, as may be amended by the ARB from time to time.

Section 4.3 Architectural Guidelines. The Declarant has promulgated Architectural Guidelines, attached hereto as Exhibit B, which regulate the construction, installation, alteration

or removal of certain Improvements that may or may not be allowed within the Development. The Architectural Guidelines are intended to provide guidance to Lot Owners regarding matters of particular concern to the ARB in considering applications hereunder.

4.3.1 The ARB is expressly authorized to amend, repeal and augment the Architectural Guidelines from time to time in accordance with the terms therein to make the same more or less restrictive. The ARB is authorized to adopt different Architectural Guidelines to apply to different portions of the Property within Highpointe Estates at the discretion of the ARB. Each Lot Owner acknowledges that the Architectural Guidelines in effect on the date of submission of his plans and specifications shall control in the event that such Architectural Guidelines vary from prior versions.

4.3.2 The ARB may pass rules and regulations concerning the location and screening of wood piles, the extent to which exterior holiday and other decoration is permitted and the time period(s) when same may be displayed.

Section 4.4 ARB Members and Organization. The ARB shall be composed of the Board of Directors of the District; provided, however, that the Declarant reserves the right to appoint such persons in lieu of the Board of Directors of the District in the event the District is dissolved.

4.4.1 Members of the ARB shall appoint an ARB Coordinator from among the members of the ARB by a majority vote of such members. The ARB Coordinator will take charge of and conduct all meetings and will provide reasonable notice to each member of the ARB prior to any meeting.

4.4.2 In order to formally conduct business, a majority of members of the ARB must attend any meeting called for by the ARB Coordinator, and any action taken by the ARB shall require the affirmative vote of a majority of the members.

4.4.3 The ARB may avail itself of other technical and professional advice and consultants, including but not limited to architects, engineers, planners, surveyors, and attorneys, as it deems appropriate. The ARB may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the ARB.

Section 4.5 ARB Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, unless the plans and specifications therefore have been approved by the ARB or unless the Architectural Guidelines expressly authorize the same without requiring specific approval.

4.5.1 The ARB will have the right to charge a fee for each application submitted to it for review in an amount which may be established by the ARB. Such fees will be collected by the ARB and remitted to the District to help defray the expenses of the ARB's

operation. The ARB may retain the services of a third party consultant to assist the ARB in reviewing a particular application as provided in Section 4.4.3. In such event, the ARB may charge the applicant for the professional fees incurred in retaining such consultant.

4.5.2 In determining whether to approve or disapprove each submission, the ARB may consider, among other things, the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation. Decisions may be based solely on aesthetic considerations. Each Lot Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

4.5.3 Approval of proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval. The Architectural Guidelines are not the exclusive basis for decisions of the ARB, and compliance with the Architectural Guidelines does not guarantee approval of any application. The ARB is empowered in its discretion to grant variances from the requirements of the Architectural Guidelines when such requirements are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements.

4.5.4 The ARB shall not knowingly approve the plans for any Improvement that would clearly violate any of the provisions of the City Documents, this Declaration, and other restrictions and easements to which the Property may be subject. In all other respects, the ARB may exercise its sole discretion in determining whether to approve or disapprove any plans and specifications, including, without limitation, the location of any Improvement on a Lot.

4.5.5 After the plans and specifications therefor have been approved, all Improvements shall be constructed, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved plans and specifications. Upon commencing the construction, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatched in accordance with the construction schedule, if any, approved by the ARB.

Section 4.6 Limitation of Liability. The approval by the ARB of any plans and specifications and any requirement by the ARB that the plans and specifications be modified shall not constitute a warranty or representation by the ARB or the Declarant of the adequacy, technical sufficiency, code compliance or safety of the Improvements described in such plans, as the same may be modified; and the Declarant and the ARB shall have no liability whatsoever for the failure of the plans and specifications or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural and construction practices. Neither the Declarant nor the ARB nor any committee or panelist of any of the foregoing shall be held liable for any injury, damage or loss arising out of the manner or quality of approved construction or modification to any Lot. Neither the Declarant nor the ARB shall bear any responsibility for ensuring the structural integrity or soundness of approved

construction or modifications, the adequacy of soils or drainage or compliance with building codes and other governmental requirements. In addition, in no event shall the Declarant or the ARB have any liability whatsoever to any person for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the ARB's approval, disapproval or conditional approval of any plans and specifications. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Development only, and shall not create any duty to any person.

Section 4.7 Enforcement. Declarant or the ARB, or the representatives of each, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any Improvement is in violation of this Article. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARB, the Lot Owner shall, at his own cost and expense, remove such Improvement and restore the Lot to substantially the same condition as existed prior to the nonconforming work. Should a Lot Owner fail to remove and restore as required, any authorized agent of Declarant or the ARB shall have the right to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Subsection shall not constitute a trespass. All costs of enforcement, together with attorney's fees and interest at the lesser rate of 18% per annum or the maximum rate then allowed by law, may be assessed against the Lot Owner.

ARTICLE 5 PROPERTY USE RESTRICTIONS

Section 5.1 Intent and Purpose. The primary purpose of this Article is to describe the standards, restrictions and regulations which govern development and land use within the Property subject to this Declaration. This Declaration is intended to supplement the standard zoning provisions contained in the Town Documents, as amended, and is not intended to supersede or replace any portion thereof or any other applicable law, regulation or ordinance regarding use of the Property.

Section 5.2 General Restriction. The Property will not be used for any purpose other than as set forth in this Declaration, the Architectural Guidelines, other Highpointe Estates Documents as may be promulgated from time to time, any applicable ordinances of the Town, the laws of the State of Colorado and the United States, or other specific recorded covenants affecting all or any part of the Property. In all cases where there is a conflict between such documents, the more restrictive provision shall prevail.

Section 5.3 Use of Lots. Each Lot may be used only for single family residential purposes in accordance with the restrictions applicable to a particular Lot contained in this Declaration, the Architectural Guidelines, any other Highpointe Estates Document, and the Town Documents. Notwithstanding the foregoing, Declarant, for itself and its successors, assigns, and/or designees (which assigns may be more than one, including, without limitation, developers of certain portions of the Property), hereby retains a right to maintain on any Lot or Lots sales

offices, management offices or model residences at any time or from time to time so long as Declarant, or its successors or assigns continues to own an interest in such Lot or Lots.

Section 5.4 No Interference with Water Rights. Each Owner acknowledges that water which lies within or travels through his Lot may not be owned by such Owner and that water sources within the Property shall generally be owned by third parties. NOTWITHSTANDING ANY OF THE PROVISIONS IN THIS DECLARATION TO THE CONTRARY, THE OWNERS SHALL TAKE NO ACTIONS WHICH MAY OR SHALL INTERFERE WITH THE FLOW OF WATER AS MAY EXIST FROM TIME TO TIME, NOR SHALL THE OWNERS BE ENTITLED TO REMOVE, MODIFY, OPERATE, INTERFERE WITH OR HANDLE IN ANY MANNER THE IMPROVEMENTS RELATED TO ANY SUCH WATER RIGHTS WHICH EXIST FROM TIME TO TIME ON THE PROPERTY, INCLUDING THE LOTS.

Section 5.5 Compliance With Wetlands Laws. The Owners of the Lots agree to abide by any permits, regulations, restrictions or prohibitions on the use and/or alteration of any portion of any of the Lots as may be classified or considered as wetlands which may be imposed from time to time under such local, state or federal laws, rules and regulations, including, without limitation, the terms of those certain permits for stream crossings by private driveways for Owners to access their Lots.

Section 5.6 Oil and Gas Wells. Oil lease agreements exist on certain parcels of property abutting the northern part of the Development which property is not subject to this Declaration. Oil production facilities may be constructed and operated on such abutting property in the future.

Section 5.7 Drainage. No Owner will do or permit any work, place any landscaping or install any other Improvements or suffer the existence of any condition whatsoever which will alter or interfere with the drainage pattern for the Property, except to the extent such alteration and drainage pattern is approved in writing by the ARB. In addition, rights are reserved to Declarant to alter or change drainage patterns.

Section 5.8 No Conversion. No Owner shall construct or convert any carport, garage, attic or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any residence without approval of the ARB and the Town Building Department.

Section 5.9 Outside Burning. There will be no exterior fires, except barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the ARB. No Owner will permit any condition upon its portion of the Property which creates a fire hazard or is in violation of fire prevention regulations. No Owner shall emit from his Lot any noxious or offensive smoke or fumes.

Section 5.10 Noise. No exterior horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of the Property or Improvements will be placed or used on any portion of the Property.

Section 5.11 Nuisance. No obnoxious or offensive activity will be carried on within the Property, nor will anything be done or permitted which will constitute a public nuisance. No nuisance will be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants.

Section 5.12 Hazardous Materials. No Owner will allow any person under the Owner's control or direction to release, discharge or emit from the property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

Section 5.13 General Practices Prohibited. The following practices are prohibited at Highpointe Vista Estates:

5.13.1 Allowing construction suppliers and contractors to clean their equipment other than at a location designated for that purpose by the ARB;

5.13.2 Removing any rock, plant material, top soil or similar items from any property of others;

5.13.3 Allowing noxious weeds to grow without control and elimination;

5.13.4 Allowing dead or downed vegetation, which may contribute to wildfire hazard, to accumulate without elimination by the Lot Owner;

5.13.5 Use of surface water for construction;

5.13.6 Careless disposal of cigarettes and other flammable materials;

5.13.7 Capturing, trapping, harassing or killing of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property and except as may be permitted by law; or

5.13.8 Any activity which materially disturbs, threatens or destroys the vegetation, wildlife, wetlands, or air quality within the Property or which uses excessive amounts of water or which results in unreasonable levels of sound or light pollution.

Section 5.14 Partition or Combination of Lots. No part of a Lot may be partitioned or separated from any other part thereof. No Lots may be combined.

Section 5.15 No Timeshare. No timesharing, fraction-sharing, or similar program whereby the right to exclusive use of a Lot rotates among participants in the program on a fixed or floating time schedule over a period of years shall be created with respect to any Lot without the prior approval of the District.

Section 5.16 Leasing. The Owner of a Lot will have the right to lease his Lot, subject to the following conditions:

5.16.1 All leases will be in writing.

5.16.2 The lease shall be specifically subject to the Highpointe Estates Documents, and any failure of a tenant to comply with the Highpointe Estates Documents will be a default under the lease, enforceable by the District. The lease shall contain a provision which states that it shall be subject to the Highpointe Estates Documents and that breach of same shall be an event of default under the Lease, enforceable by the District.

5.16.3 The Owner shall be liable for any violation of the Highpointe Estates Documents committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant.

Section 5.17 Businesses. No Owner shall conduct any business, trade, garage sale, moving sale, rummage sale or similar activity on any Lot, except in compliance with the Highpointe Estates Documents and the Town Documents. An Owner or occupant residing on a Lot may conduct typical "home-office" business activities within the residence so long as: (a) the existence or operation of the business activity is undetectable to the senses of sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity may be carried out within the confines of the residence and is free from regular visitation of the residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property. Without limiting the generality of the foregoing, in no event shall any Lot be used for any mechanical repair business, manufacturing business, or other similar industrial use. In addition, operating a bed and breakfast accommodation is specifically prohibited in Highpointe Estates.

This subsection shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to the development and sale of the Property, or the Declarant's use of any Lot.

Section 5.18 Owners' Rights of Enjoyment. Every Owner shall have a right of access to and from his Lot. No Owner shall hinder or permit his guest to hinder reasonable access by any other Owner and his guest or other permittees to the Lots.

Section 5.19 Owner's Duties and Responsibilities. Each Owner shall be responsible for all maintenance and repair of any Improvements on his Lot, including the exterior and interior of any residence, garage or utility structure, including all fixtures and Improvements and all utility lines and equipment located therein or in, on or upon his Lot. Each Owner is required to maintain his Lot and any landscaping and Improvements located thereon in a condition of good order and repair and in a clean and litter free condition. No Owner shall unreasonably damage the value of other Lots such as by shoddy upkeep of such Owner's lot or any structures located on the Lot. If any Owner fails to maintain his Lot or related Improvements or property or fails to perform any acts of maintenance or repair required under this Declaration, the ARB may provide exterior maintenance and repair upon such property after thirty (30) days' notice of such failure to the Owner of such Lot. In addition, the ARB may, without notice, make such emergency

repairs and maintenance as may, in its judgment, be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repairs of a Lot shall be assessed against the Owner of such Lot. For the purpose of performing the exterior maintenance authorized by this Section, the ARB, through its duly authorized agents, shall have the right, after reasonable notice to any Owner, to enter upon such Lot during reasonable hours on any day.

Section 5.20 Eminent domain. If all or any part of a Lot is acquired by eminent domain by an authority having such power to exercise eminent domain, and if such taking provides the Owner with a remaining interest in the Lot that may not be practically or lawfully used for any purpose permitted by this Declaration, the Owner shall be compensated for the Owner's entire interest in such Lot. If part of a Lot is acquired by eminent domain and if such taking provides the Owner with a remaining interest in the Lot that may practically and lawfully be used for any purpose permitted by this Declaration, the Owner shall be compensated for the reduction in value of the Lot. Each Owner shall be entitled to notice prior to any taking of all or part of the Owner's Lot.

Section 5.21 Compliance with Laws. Subject to the rights of reasonable contest, each Owner will promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property, including, without limitation, the Town Documents.

ARTICLE 6 DISTRICT DUTIES AND RESPONSIBILITIES

Section 6.1 Implied Rights of the District. The District shall give and may exercise any right or privilege given to it expressly in this Declaration or, except to the extent limited by the terms and provisions of this Declaration, given to it by law and shall have and may exercise every other right, privilege, power and/or authority necessary or desirable to fulfill its obligations under this Declaration, including without limitation the rights to:

6.1.1 be members of the ARB

6.1.2 adopt and amend the Architectural Guidelines;

6.1.3 hire and terminate agents and independent contractors as necessary to assist the District in performing its duties authorized by this Declaration and enforcing the terms and conditions of this Declaration. The Board of Directors of the District shall not be liable for any omission or improper exercise by any agent or independent contractor of any duty, power or function so delegated by written instrument executed by or on behalf of the Board of Directors of the District.

Section 6.2 Right to Make Rules and Regulations. The District shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable within Highpointe Estates and to implement the provisions of this Declaration, including but not limited to, rules and regulations to protect and preserve property and property rights. All rules and

regulations shall comply with the Highpointe Documents and supplemental declarations of land use restrictions for Highpointe Estates. The rules and regulations shall be reasonable and shall be uniformly applied, except such rules may differentiate between reasonable categories of Lots. The District may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines and penalties or otherwise. Each Owner, lessee, guest and member of the general public shall be obligated to and shall comply with and abide by such rules and regulations and pay such fines or penalties upon failure to comply with or abide by such rules and regulations and such unpaid fines.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Term. The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the land in perpetuity.

Section 7.2 Amendment. This Declaration, or any provision of it, may be amended at any time by a vote of seventy percent (70%) of the Lot Owners at a meeting of the Owners called for that purpose or by written consent; provided, however, any amendment which materially and adversely affects one or more Owners shall require the consent of such Owner(s). For purposes of this Subsection, each Lot shall be deemed to have one Owner. Any amendment must be executed by the District and recorded. Approval of such amendment may be shown by attaching a certificate from the District to the recorded instrument certifying the approval of the amendment by a sufficient number of Owners. No amendment to the Declaration which affects the rights of Declarant reserved hereunder shall be valid without the written consent of Declarant. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration to correct clerical, typographical or technical errors, or to comply with the requirements, standards, or guidelines set forth by federal or state law.

Section 7.3 Termination. This Declaration shall not be terminated without consent of ninety percent (90%) of the Lot Owners at a meeting of the Owners called for that purpose or by written consent, evidenced by a written instrument duly recorded. For purposes of this Subsection, each Lot shall be deemed to have one Owner.

Section 7.4 Declarant's Right of Assignment. Declarant reserves the right to assign any or all of its rights, obligations or interest as Declarant by recording an assignment or deed of record executed by both Declarant and the transferee or assignee in the Office of the Clerk and Recorder of Larimer County, Colorado and Weld County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

Section 7.5 Violations. Every violation of these covenants, conditions, restrictions and easements is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner will be applicable.

Without limiting the generality of the foregoing, these covenants, conditions, restrictions and easements may be enforced as provided below.

Section 7.6 Enforcement. Except as otherwise provided in this Declaration, the Declarant, the District or any Owner (provided the District fails to take action after reasonable notice is given to the District by such Owner) shall have the right to enforce, by a proceeding at law or in equity, all covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the District or by any Owner to enforce any covenant, condition, restriction or easement contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any legal action arising under this Declaration shall be entitled to reimbursement of all costs of such action including, without limitation, reasonable attorneys' fees.

Section 7.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7.8 Conflicts Between Documents. In case of conflict between this Declaration and the Architectural Guidelines, the Architectural Guidelines shall control.

HIGHPOINT VISTA, L.L.C.,
a Colorado limited liability company

By: [Signature]
Name: EDMUND R SEIER
Title: GENERAL MANAGER

STATE OF COLORADO)
COUNTY OF Springer)SS.
)

The foregoing instrument was acknowledged before me this 22nd day of February, 2006 by Edmund R. Seier as General Manager of Highpoint Vista, L.L.C., a Colorado limited liability company.

Witness my hand and official seal.

Stacie L. Pacheco
My commission expires: 09/26/2009

[Signature]
Notary Public

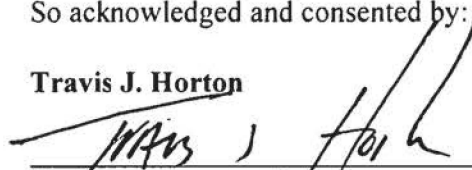


**CONSENT TO SUBROGATION
OF CERTAIN REAL PROPERTY TO SAID DECLARATION**

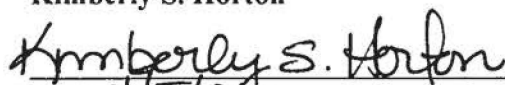
A portion of the Property currently is owned by Travis J. Horton, Kimberly S. Horton, Trent Horton, and Kristin Horton (the "Horton Owners"). By signature below, the Horton Owners hereby consent to subject their portion of the Property to the covenants, conditions, restrictions and easements described herein, which shall run with the land and be binding on the Horton Owners, their heirs, successors, and assigns having any right, title or interest in all or any part of the portion of Property currently owned by the Horton Owners.

So acknowledged and consented by:

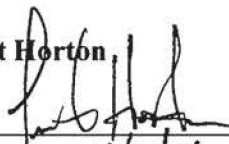
Travis J. Horton


Date: 4-5-06

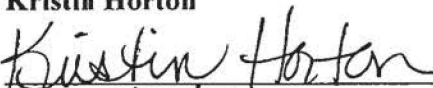
Kimberly S. Horton


Date: 4/5/06

Trent Horton


Date: 4/5/06

Kristin Horton


Date: 4/5/06

**FIRST AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR HIGHPOINTE ESTATES**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIGHPOINTE ESTATES (the "Declaration") is made this 17th day of November 2006, by Highpoint Vista, L.L.C., a Colorado limited liability company ("Declarant").

WHEREAS, Declarant created a system of covenants, conditions, restrictions and easements to protect and enhance the quality, value, aesthetics, desirability, and attractiveness of the Property to be developed known as Highpointe Estates as more particularly described in Exhibit A (the "Property"); and

WHEREAS, said Declaration was recorded against the Property on April 5, 2006, in the Larimer County Clerk and Recorder's Office at Reception Number 2006-0024750; and

WHEREAS, the Declaration incorrectly referred to Highpointe Estates Metropolitan District No. 1 as the entity designated by Declarant to enforce the covenants, conditions, restrictions and easements, and exercise the functions of the Architectural Review Board as set forth in the Declaration; and

WHEREAS, Highpointe Vista Metropolitan District No. 1 is the correct name of the entity that shall enforce the covenants, conditions, restrictions and easements, and exercise the functions of the Architectural Review Board as set forth in the Declaration; and

WHEREAS, on May 26, 2006, Section 38-33.3- 217, C.R.S. was amended to require that the percentage of affirmative votes needed to amend an association's declaration to be no higher than sixty-seven percent (67%); and

WHEREAS, Section 7.2 of the Declaration allows the Declaration to be amended by a vote of seventy percent (70%) of the Lot Owners, which percentage of votes is in direct conflict with the revised requirements of Section 38-33.3- 217, C.R.S.; and

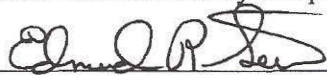
WHEREAS, Section 7.2 of the Declaration authorizes Declarant, acting alone, the right and power to modify and amend the Declaration to correct clerical, typographical or technical errors, or to comply with the requirements, standards, or guidelines set forth by federal or state law; and

WHEREAS, Declarant desires to amend the Declaration pursuant to Section 7.2 by filing this First Amendment to the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Highpointe Vista Metropolitan District No. 1 is designated as the entity to enforce the covenants, conditions, restrictions and easements, and to exercise the functions of the Architectural Review Board as set forth in the Declaration. Furthermore, each and every reference to Highpointe Estate Metropolitan District No. 1 in the Declaration shall mean Highpointe Vista Metropolitan District No. 1.
2. Section 7.2 is hereby revised to reflect that the Declaration, or any provision of it, may be amended at any time by a vote of sixty-seven percent (67%) of the Lot Owners at a meeting of the Owners called for that purpose or by written consent; provided, however, any amendment which materially and adversely affects one or more Owners shall required the consent of such Owner.

HIGHPOINT VISTA, L.L.C.,
a Colorado limited liability company

By: 

Name: EDMUND R. SEIFER

Title: G.P.

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR HIGHPOINTE ESTATES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HIGHPOINTE ESTATES ("Second Amendment") is made on this 3rd day of January, 2013, by Highpointe Vista Metropolitan District No. 1, on behalf of and as directed by the Lot Owners of Highpointe Estates.

WHEREAS, on April 5, 2006, Highpoint Vista, L.L.C. ("Declarant") recorded, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates in the Larimer County Clerk and Recorder's Office at Reception No. 2006-0024750 ("Declaration") against the Property described in Exhibit A attached thereto; and

WHEREAS, on January 9, 2007, Declarant recorded that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates" in the Larimer County Clerk and Recorder's Office at Reception No. 2007-0002205 ("First Amendment"); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Declaration; and

WHEREAS, the Lot Owners desire to amend Section 2.3, Section 4.5 and Section 5.3 of the Declaration for purposes of clarifying certain restrictions on the use of Lots in Highpointe Estates; and

WHEREAS, pursuant to Section 7.2 of the Declaration as amended by the First Amendment, the Declaration, or any provision of it, may be amended at any time by a vote of sixty-seven (67%) of the Lot Owners at a meeting of the Owners called for that purpose or by written consent; provided, however, any amendment which materially and adversely affects one or more Owners shall require the consent of such Owner; and

WHEREAS, as further required by Section 7.2 of the Declaration, any amendment to the Declaration must be executed by Highpointe Vista Metropolitan District No. 1 and recorded and that approval of such amendment may be shown by attaching a certificate from the District to the recorded instrument certifying the approval of the amendment by a sufficient number of Owners; and

WHEREAS, this Second Amendment clarifying Section 2.3, Section 4.5 and Section 5.3 of the Declaration was considered and approved by the affirmative vote or written consent of sixty-seven (67%) percent of the Lot Owners at a meeting called for the purpose of amending the Declaration as provided herein; and

**RECEPTION#: 20130006412, 01/24/2013 at
11:40:33 AM,
1 OF 4, R \$26.00 TD Pgs: 0
Scott Doyle, Larimer County, CO**

WHEREAS, the affirmative vote of the required percentage of Lot Owners approving this Second Amendment is evidenced by the certificate from the District attached hereto certifying the approval of the amendment by a sufficient number of Owners.

NOW, THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates is hereby amended by the Lot Owners of Highpointe Estates as follows:

1. Section 2.3 of the Declaration is hereby amended to include the following sentences:

No Improvement, other than the construction of a single family residence, shall be constructed, erected, installed or maintained on any Lot until such time that a single family residence has been constructed on the Lot. No Lot shall be combined with any other Lot.

2. Section 4.5 of the Declaration is hereby amended to include the following sentence:

No Improvement, other than the construction of a single family residence, shall be constructed, erected, installed or maintained on any Lot until such time that a single family residence has been constructed on the Lot.

3. Section 5.3 of the Declaration is hereby amended to include the following sentence:

No Improvement, other than the construction of a single family residence, shall be constructed, erected, installed or maintained on any Lot until such time that a single family residence has been constructed on the Lot.

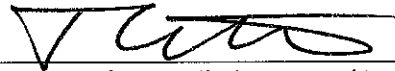
4. Except as otherwise modified and amended herein, the Declaration and First Amendment shall remain in full force and effect.

5. This Second Amendment shall be effective upon recording in the Larimer County Clerk and Recorder's Office, Larimer County, Colorado, and shall be applied prospectively to any Improvements constructed, erected, or installed on any Lot on and after the date of recording.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

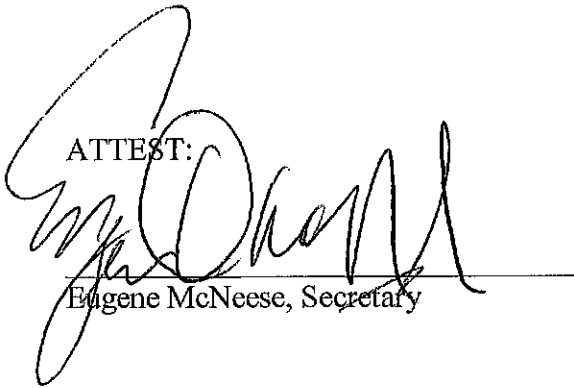
IN WITNESS WHEREOF, the undersigned officers of the Highpointe Vista Metropolitan District No. 1 hereby execute this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates on the date and year first above written.

**HIGHPOINTE VISTA METROPOLITAN
DISTRICT NO. 1**



Thomas E. Wykstra, Chairman and President

ATTEST:



Eugene McNeese, Secretary

**CERTIFICATE
OF
HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 1**

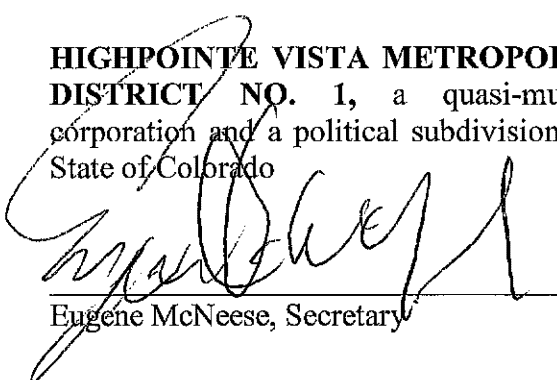
I, the undersigned, do hereby certify:

That I am the duly elected Secretary of Highpointe Vista Metropolitan District No. 1, a quasi-municipal corporation and a political subdivision of the State of Colorado; and

That, as required pursuant to Section 7.2 of the Declaration as amended by the First Amendment, the foregoing Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Highpointe Estates was duly adopted by the affirmative vote of more than 67% of the total Lot Owners in Highpointe Estates at a meeting duly held on the 3rd day of January, 2013, and called for the purpose of amending the Declaration as provided in the Second Amendment.

Dated this 3rd day of January, 2013.

**HIGHPOINTE VISTA METROPOLITAN
DISTRICT NO. 1**, a quasi-municipal
corporation and a political subdivision of the
State of Colorado

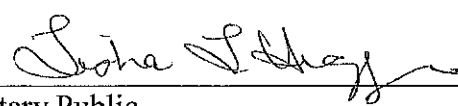

Eugene McNeese, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Certificate was acknowledged before me on this 3rd day of January, 2013, by Eugene McNeese as Secretary of Highpointe Vista Metropolitan District No. 1, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: 11/2/2015



Notary Public

