



**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
PHEASANT RUN AT WILLOWRIDGE**

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Pheasant Run at Willowridge was recorded on April 23, 1981 at Reception No. 443227 in the office of the Clerk and Recorder of Boulder County, Colorado (the "Declaration").

WHEREAS, Colorado Revised Statutes section 38-33.3-217(1)(a) provides that the Declaration may be amended at any time by vote of the Owners of Lots to which at least sixty-seven percent (67%) or more of the votes in the Association are allocated; and

WHEREAS, Article IV, Section 2 of the Declaration also states that the Amendment must also be approved by at least seventy-five percent (75%) of first mortgagees of Lots.

WHEREAS, the Owners to which more than sixty-seven percent (67%) of the votes in the Association are allocated have voted to amend the Declaration and at least seventy-five percent (75%) of first mortgages have consented to this Amendment.

NOW THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Pheasant Run at Willowridge is hereby amended as follows:

1. All references to the Declarant are hereby deleted.
2. Article III, Section 2 of the Declaration (Voting Rights) is hereby amended by the addition of the following sentences:

No Owner shall be entitled to vote in any matter who is not in good standing with the Association. Good standing shall mean an Owner is no more than thirty (30) days late in the payment any Assessments. All Owners in good standing shall be entitled to vote in accordance with the provisions of the Declaration and the Bylaws.

3. Article III, Section 2 of the Declaration (Voting Rights) is hereby amended by the deletion of all references to Class B membership.
4. Article III, Section 3 of the Declaration (Purposes and Powers) is hereby amended by the addition of the following sentences:

Specifically, the Association, though it's Board of Directors, shall have the following powers and obligations:

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- A. Adopt and amend Bylaws and Rules, including, without limitation, the right to regulate uses that create, cause, or alter noise, vibration, or odor detectable by other Lots;
- B. Determine common expenses and adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
- C. Hire and terminate managing agents and other employees, agents and independent contractors;
- D. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;
- E. Enter into contracts, leases, agreements, and licenses and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of the common areas.
- G. Cause additional improvements to be made as a part of the common areas;
- H. Grant easements, leases, licenses and concessions through, under, or over the common areas;
- I. Acquire, hold, encumber and convey in the name of the Association any right, title or interest in real or personal property, except that common areas may be conveyed or subjected to a security interest only if Members entitled to cast at least sixty-seven percent (67%) of the votes agree to that action.
- J. Take such steps as reasonably necessary to protect the common areas from foreclosure.
- k. Impose and receive any payments, fees or charges for the use, rental or operation of the common areas;
- L. Close or limit the use of the common areas temporarily while maintaining, repairing and making replacements in the common areas, or permanently if approved by a vote of sixty-seven percent (67%) of the members present and entitled to vote at a meeting of the owners when a quorum is present.
- M. Enforce the provisions of this Declaration and the Bylaws and Rules of the Association.

N. Impose charges (including without limitation, late charges and default interest at the rate specified herein) for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of provisions of the Association's Declaration, Bylaws, or Rules or otherwise suspend other membership privileges (except that notice and opportunity to be heard shall not be required before suspension of membership privileges for failure to pay Assessments within thirty (30) days after they become due);

O. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

P. Provide for the indemnification of its officers and directors and maintain directors' and officers' liability insurance;

Q. Assign its right to future income, including the right to receive Assessments;

R. Exercise any other powers conferred by the Declaration or Bylaws;

S. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association, including without limitation, those powers specified by the Colorado Revised Nonprofit Corporation Act; and

T. Exercise any other powers necessary and proper for the governance and operation of the Association.

5. Article III, Section 5 of the Declaration (Indemnification) is hereby deleted in its entirety and replaced with the following paragraph:

Section 5. Indemnification. The Association shall indemnify every present and former Director, officer, committee member, agent or employee against loss, costs, and expense, including attorneys' fees reasonably incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such Director, officer, committee member, agent or employee of the Association, except for wanton or willful acts or omissions or if such person shall be finally adjudged to be liable for: any breach of the Director's duty of loyalty to the Association or its members; acts or

omissions not in good faith or which involve intentional misconduct or a knowing violation of law; acts specified in C.R.S. 7-129-102, as now in effect or hereafter amended; or any transaction from which the Director derived an improper personal benefit. Any such indemnification may be limited to and paid out of the insurance proceeds provided by an insurer furnishing officers and directors errors and omissions insurance coverage or similar protection and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical and other similar coverage. In the event of an insurance settlement, the settlement shall be approved by the Board of Directors and paid for by the insurance carrier out of the insurance proceeds.

6. Article IV, Section 3(c) of the Declaration (Individual Assessments) is hereby deleted in its entirety and replaced with the following paragraph:

(c) Individual Assessment. The Board of Directors of the Association, upon thirty (30) days written notice to the affected owner and after a hearing before the Board or committee appointed by the Board, shall have the right to individually assess against an owner any amounts provided for by this Declaration, to include but not be limited to, charges assessed under Article VI, Section 7; Article VI, Section 13; Article VII, Section 2(b); Article VII, Section 9; and Article XI, Section 2.

7. Article IV, Section 4 of the Declaration (Maximum Annual Assessment) is hereby deleted in its entirety.

8. Article IV, Section 11 of the Declaration (Effect of Non-payment of Assessments) is hereby amended by the addition of the following phrase in the first sentence:

Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and may bear interest from the due date at a rate of 10% per annum, late fees in an amount to be determined by the Board, costs of collection, and reasonable attorney's fees associated with establishment of a lien and collection.

9. Article IV, Section 11 of the Declaration (Effect of Non-payment of Assessments) is hereby further amended by the deletion of the third paragraph and addition of the following paragraph:

Recording of the Declaration constitutes record notice and perfection of the lien established by this Section. Further recording of a claim of lien for an Assessment is not required. However, the Association or any agent of the Association may prepare and record in Boulder County a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot, and a description of the Lot. If a notice of lien is filed, the costs and expenses thereof shall be added to the assessment for the Lot against which it is filed and collected as part and parcel thereof.

10. The fifth paragraph of Article IV, Section 11 of the Declaration (Effect of Non-payment of Assessments) is hereby amended by the addition of the following phrase:

Except as provided in C.R.S. 38-33.3-316(2), the rights of the Association shall be expressly subordinate to the rights of any first mortgagee as set forth in its deed of trust or mortgage (including an assignment of rents) which creates the first mortgagee's interest in the Lot.

11. Article V, Section 1 (Architectural Control) is hereby amended by the deletion of the 14th sentence and the addition of the following sentence:

If the Committee fails to approve or disapprove any request within thirty (30) days after the complete submission of the plans, specifications, materials and other information with respect thereto, the request shall be deemed to have been disapproved by the Committee.

12. Article V of the Declaration is hereby amended by the addition of the following Section:

Section 4. Appeal: If an application for architectural approval is approved or denied by the Committee, any Owner shall have the right to appeal such decision to the Board of Directors, if a written request for a hearing on an appeal of the same shall be submitted to the Board within thirty (30) days after such approval or denial by the Committee.

13. Article VI of the Declaration is hereby amended by the addition of the following Sections:

Section 15. Abandoned Vehicles. No abandoned or inoperable vehicle of any kind shall be stored or parked on any Lot or Common Area unless it cannot be seen from any street or other Lot. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein or which is not then currently licensed and registered; provided however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness, shall not be deemed to be abandoned.

Section 16. Maintenance Activity. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer or boat, may be performed or conducted on any Lot or Common Area unless it is done in a manner and location that screens the sight and sound of the activity from the street and from any other Lot. The foregoing restriction shall not be deemed to prevent

washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

Section 17. Business Use Restrictions: The following use restrictions apply to all Lots:

A. The use of each Lot is restricted to that of a single-family residence and accessory uses as permitted herein. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis with a common kitchen and dining area. No business, trade, professional or commercial activities ("business activity") of any kind may be conducted in or from any Lot except that an Owner residing in a Living Unit may conduct such business activity within the Living Unit so long as:

(1) The existence or operation of the business activity is not apparent or detectable by sight, sound, smell or vibration from the exterior of the Living Unit, or by the existence of signs indicating that a business is being conducted, and the existence or operation of the business activity does not materially increase traffic within the Community.

(2) The business activity conforms to all zoning requirements for the property.

(4) The business activity does not increase the insurance obligation or premium of the Association.

(4) The business activity is consistent with the residential character of the Lot and does not constitute a nuisance or hazardous or offensive use, determined in the sole discretion of the Board of Directors.

(5) No Lot shall be used or rented for transient, hotel or motel purposes. Rentals for terms of less than six (6) months may be regulated by the Board of Directors.

(6) The business use conforms to any rules and regulations that may be imposed by the Board of Directors from time to time on a uniform basis to protect the peace, tranquility and quality of the community.

B. The terms "business, trade, professional or commercial" and "business activity" shall be construed to have their generally accepted meanings and shall include, without limitation, any occupation, work, or

activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other consideration, regardless of whether such activity is engaged in full or part time, generates a profit, or requires a license.

Section 18. Exterior Lighting. Any exterior lighting installed or maintained on the Lots shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby property. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot that is unreasonably loud or annoying; and no odor shall be permitted from any Lot that is noxious or offensive to others.

Section 19. Hazardous Activities. No activities shall be conducted on any Lot, or within Improvements constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot except in a contained barbeque unit while attended and in use for cooking purposes or within an interior fireplace, or except such campfires or picnic fires on property which may be designated for such use by the Association. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Lot except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

Section 20. Unlawful Activities. No immoral, improper, offensive or unlawful use may be made of the Properties. Owners and guests shall comply with and conform to all applicable laws and regulations of the United States, the State of Colorado and all other governmental ordinances, rules and regulations; violations thereof shall be a breach of this Declaration. Determination of whether an activity violates this covenant shall be at the sole discretion of the Board of Directors or other committees and shall be subject to the Rules.

Section 21. Nuisances. No noxious or offensive activity shall be conducted in or on any Lot, nor shall anything be done, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to other Owners or Permitted Users. No Owner or guest shall make or permit any disturbing noises nor do or permit anything to be done by others that will interfere with the rights, comforts or convenience of other Owners or guests. Habitually barking, howling or yelping dogs shall be deemed a nuisance. The use of exterior spot lights, searchlights,

speakers, horns, whistles, bells or other light or sound devices on any Lot may be regulated or prohibited by any design guidelines or the Rules.

14. Article V, Section 10 of the Declaration (Signs) is hereby deleted in its entirety and replaced by the addition of the following paragraph:

Section 10. Signs. Except for political signs permitted by Colorado law, no advertising or signs of any character shall be erected, placed, maintained or permitted on any part of a Lot or Common Area, other than "For Sale," "Open House," "For Rent" or other signs expressly permitted by the Architectural Control Committee of not more than five (5) square feet.

15. Article VII of the Declaration (Insurance) is hereby amended by the addition of the following Section:

Section 10. Deductibles. For any claim made on the Association's insurance policies, the Board of Directors shall have the authority to assess all deductibles paid by the Association to the negligent Owner(s) causing such claim. If in the Board's determination there is no negligent Owner, then the deductible may be assessed to the Owner(s) benefiting from the claim. If more than one (1) Lot is benefited by a claim, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association. The Board of Directors may adopt additional written nondiscriminatory policies and procedures for claims adjustment and responsibility for deductibles.

16. Article IX, Section 2 of the Declaration (Sharing of Repair and Maintenance) is hereby deleted in its entirety and replaced by the addition of the following Section:

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the adjacent Lots.

17. Article XI of the Declaration (Maintenance) is hereby amended by the addition of the following Section:

Section 3. Owner's Maintenance Responsibility. An Owner shall be responsible for the maintenance of the interior of his/her Living Unit, all exterior portions of his/her Living Unit not maintained by the Association, and all landscaping and other improvements, including any decks and patios, located within their private ownership area.

18. Article XII of the Declaration (Restrictions on Actions of Association) is hereby amended by the addition of the following Section:

Section 2. Eligible Mortgagees. Notwithstanding anything contained within this Article to the contrary, prior written approval is only required from a first mortgagee who has notified the Association, in writing, of its name and address and that it holds a first mortgage on a Lot.

19. Article XIV, Section 2 of the Declaration (Amendments) is hereby deleted in its entirety and replaced by the addition of the following Section:

Section 2. Amendments. The covenants and restrictions contained within this Declaration may be amended at any time by written approval of Owners to whom at least sixty-seven percent (67%) of the votes in the Association are allocated. Any amendment shall be effective on the tenth (10th) day after it is properly recorded in the records of the Clerk and Recorder of Boulder County. Upon instruction from the Board of Directors, the President and Secretary of the Association may certify to their receipt and review of the necessary number of written approvals and that the appropriate number of Owners approved the amendment, in lieu of recording individual signatures. No action shall be commenced or maintained to challenge the validity of any aspect of any amendment of the Association's Declaration, Articles of Incorporation or Bylaws unless it is commenced within one (1) year after the effective date of the amendment.

20. Article XV, Section 1 of the Declaration (Enforcement) is hereby amended by the addition of the following phrase:

Section 1. Enforcement. In the event that any member fails to comply with the provisions of this Declaration, the Articles of Incorporation, Rules and Regulations, or Bylaws of the Association, such non-compliance shall give rise to a cause of action by the Association or to any owner in his individual capacity for recovery of damages or injunctive relief, and/or any other recovery available in any proceedings at law or in equity.

21. Article XV, Section 6 of the Declaration (Leases) is hereby amended by the addition of the following sentence:

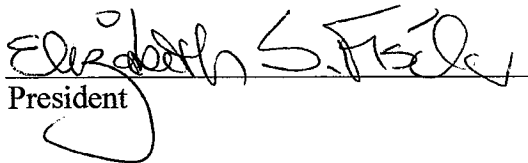
A Lot may not be leased or rented for a term of less than six (6) months.

22. All other provisions of the Declaration shall remain in full force and effect, unmodified, except as expressly modified and amended herein.

23. Unless otherwise defined in this Amendment, capitalized terms defined in the Declaration shall have the same meaning herein.

The above and foregoing Amendment to the Declaration of Covenants, Conditions, and Restrictions of Pheasant Run at Willowridge is executed by the Pheasant Run Townhome Homeowners Association effective the 18 day of September, 2014


Pheasant Run Townhome Homeowners Association

By: 
President

Certification:

I hereby certify that the above and foregoing Amendment to the Declaration of Covenants, Conditions, and Restrictions of Pheasant Run at Willowridge was approved by Owners holding at least sixty-seven percent (67%) or more of the voting interests in the Association and at least seventy-five percent (75%) of first mortgagees have consented to this Amendment. The records of such approval are on file in the permanent records of the Association.

Pheasant Run Townhome Homeowners Association

By:  Sept 19/2014
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 18 day of Sept.,
2014 by Elizabeth Fischer as President and
by Daniel Lisaguski as Secretary of the
Pheasant Run Townhome Homeowners Association.

Witness my hand and official seal.

My commission expires: 06-04-2017



Notary Public

