



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED FOX HILLS

Filed with the Clerk and Recorder of Boulder County, Colorado, 9th day of June, 2005, Rec # 2694912

This declaration is made on the date hereinafter set forth by RED FOX HILLS HOMEOWNERS ASSOCIATION, INC., organized under the laws of Colorado, which is hereinafter referred to as the "Association". This document has its venue and jurisdiction in the County of Boulder, State of Colorado and replaces and supersedes all prior documents and amendments.

WITNESSETH:

Whereas, the Association is comprised of the owners of property in Boulder County, Colorado, more particularly described as Red Fox Hills.

Now, therefore, the Association hereby declares that all of lots 1 through 15, block 1; lots 1 through 23, block 2; lots 1 through 21, block 3; lots 1 through 13, block 4; and lots 1 through 45, block 5, all in Red Fox Hills, according to the recorded plat thereof (hereinafter referred to as the "Property") shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof, their successors and assigns.

ARTICLE I – DEFINITIONS

Section 1 – "Property" shall mean and refer to the 117 lots collectively and all common areas described hereinabove.

Section 2 – "Lot" shall mean a numerically designated building site shown upon the recorded subdivision map of the Property.

Section 3 – "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers, but excluding those having such interest merely as security for the performance of obligation.

Section 4 – "Association" shall mean and refer to the Red Fox Hills Homeowners Association, Inc., a non-profit Colorado corporation, and its successors and assigns.

Section 5 – "Assets of the Association" shall mean the groundwater drainage system, the pool, mechanical building, changing room and related improvements on Lot 20, Block 2, and the landscape easement between the street and sidewalks along the length of Twin Lakes Road and Red Fox Trail.

Section 6 – "Capital Improvements" shall mean any improvement that is attached, or semi-attached to the real estate, and shall be of lasting nature of four years or more.

ARTICLE II – THE ASSOCIATION

Section 1 – Membership – Every Owner, as defined in Article 1 Section 3, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Section 2 – Purpose – The principal purpose of the Association shall be to protect the value, desirability and attractiveness of the neighborhood. Additional principal purposes of the Association shall be to assure the perpetual repair, maintenance, and replacement of the swimming pool, mechanical building, changing room and related improvements on lot 20, block 2, and the landscape easement between the street and sidewalks along the length of Twin Lakes Road and Red Fox Trail. Furthermore, the Association shall maintain architectural control for the Property, and may serve as an organization of the Owners of the Property for whatever purpose or to accomplish whatever ends or objectives the Owners of the Property may deem appropriate in maintaining the Property as a prime residential area. The Association shall also assure the perpetual repair, maintenance and replacement of a subsurface groundwater drainage system around the perimeter of the Property, notwithstanding the fact that such drainage system may be located in public open space or easements. By this covenant, the Association assumes and agrees to undertake and perform such repair, maintenance and replacement.

Section 3 – Voting Rights – Owners shall be entitled to one vote for each Lot as to which they are an Owner. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any one Lot.

Section 4 – Assessments: Creation of the Lien and Personal Obligation of Assessments – Each owner agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall become

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a lien on the property and shall run with the property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof, their successors and assigns, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and does waive all right of homestead and any other exemption in the property under state or federal law presently existing or hereinafter enacted as to any lien of assessment or collection created under the terms of this Declaration.

Section 5 – Purpose of Assessments – The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners. Consideration shall be given to the improvement, repair, maintenance and replacement of all the Assets of the Association. The assessments shall further be used to provide adequate insurance of any and all types and amounts deemed necessary by the Board of Directors of the Association, and to provide such reserves as may be deemed necessary by the Board of Directors in order to accomplish the objects and purposes of the Association in a continuing and perpetual manner. Regular annual assessments shall include any reserve funds for maintenance, repairs and replacement of the Assets of the Association that must be replaced on a periodic basis, and no special assessment shall be levied for such repair, maintenance and replacement other than under emergency or unexpected circumstances.

Section 6 – Establishment of Annual Assessments – The Board of Directors shall establish, before the close of the year, a budget, and determine the annual assessment accordingly. The Board of Directors will determine how and when to collect the dues, at their sole discretion.

Section 7 – Certificate of Assessments Due – The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8 – Effect of Non-Payment of Assessments: Remedies of the Association – Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 15 percent per annum. If the assessment is not paid within 60 days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot; and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 9 – Subordination of the Lien to Mortgages – The lien securing assessments provided for herein shall be subordinate to the lien of any first Deed of Trust or first mortgage encumbering a Lot. Sale or transfer of any Lot shall not affect the assessment Lien. Furthermore, the sale or transfer of any Lot occurring as a result of foreclosure of a first deed of trust or mortgage, through court proceedings or through a Public Trustee or any proceeding in lieu of foreclosure thereof, shall not extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve any Owner or former Owner of personal liability or such Lot from liability or such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10 – Exempt Property – All property dedicated to and accepted by a local public authority shall be exempt from the assessments created herein.

Section 11 – Capital Improvements – Maintenance to existing Assets of the Association is not considered a capital improvement. This shall apply to lot 20, block 2 and all common areas maintained by the Association. The following criteria must be met before said capital improvements are done:

- A) The project will need written approval by 75 percent of the Owners.
- B) All Owners must receive a written notice with details of the proposed improvement three weeks before approval.

ARTICLE III – ARCHITECTURAL CONTROL

Section 1 – Architectural Control – Architectural control exists for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

Section 2 – Architectural Control and Approval

- A) Architectural control is a function of the Board of Directors.
- B) A simple majority of the full Board of Directors is required to approve a proposal.
- C) Any permanent, lasting, and generally noticeable changes to the property including, but not limited to: additions to the structure, paint color, landscaping, fences, outbuildings, other structures, lot appearance, antennae and/or satellite dishes require approval of the Board of Directors.
- D) Any Owner requesting approval of a project must submit written plans (not to be returned) to the Board of Directors prior to the start of any project. The Board of Directors has a period of 30 days to respond to the Owner. The response shall be approval, denial, or a request for additional information. The board shall use its discretion as to the extent of neighborhood input required. If in 45 days no response is received by the applicant, the matter shall be considered approved.



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E) The Board of Directors has the authority and power to request a court injunction if any of the above mentioned changes are made without prior approval by the Board of Directors.

ARTICLE IV – USE RESTRICTIONS

Section 1 – Land Use and Building Type – Other than lot 20, block 2, no part of the Property shall be used for any purpose other than residential, with the exception of home-based business as defined by Boulder County Code. Other than lot 20, block 2, which shall be used for a swimming pool, mechanical room, changing room and associated buildings and activities, only single family dwellings, private garages for not more than three cars, and other outbuildings, either permanent or temporary, directly incidental to residential use, shall be erected, altered, placed or permitted to remain on any Lot.

Section 2 – Dwelling Size – The minimum area of dwelling shall be as follows: No one story (“ranch style”) house shall be erected on any part of the Property unless the ground floor area thereof shall be a minimum of 1,200 square feet. In the case of a structure of bi-level or two story construction, the ground level of that structure must have a minimum area of 850 square feet. In the case of “split-level” “multi-level”, or “tri-level” structure, construction on the ground level (main level) and the upper level (or level immediately above the ground level in the case of a multi-level house) must have a minimum total area of 850 square feet. Basement, crawl spaces and unenclosed spaces such as porches and breezeways are excluded from the computation of such area, but garages are included in computing such floor area.

Section 3 – Move and Set – All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.

Section 4 – Building Location – No principal dwelling shall be located on any site nearer than 25 feet to the front lot line except for lots A40, A41, A42 and A43 in Red Fox Hills Replat A, which may not be nearer than 20 feet to the front lot line, nor nearer than 12-1/2 feet to any side street line, nor nearer than 20 feet to any rear lot line, nor (excluding eaves and overhangs) nearer than 7 feet to an interior side site line. Garage doors must be 25 feet back of the nearest edge of any street sidewalk except for Lots A40, A41, A42, and A43 in Red Fox Hills Replat A, which may not be nearer than 20 feet back of the nearest edge of any street sidewalk. No accessory building shall be located on any site nearer than 60 feet to the front lot line, nor nearer than 15 feet to any side street line, nor nearer than 1 foot to any rear lot line, nor nearer than 1 foot to an interior side site line. No building, or portion thereof (including eaves and overhangs) shall ever encroach upon utility easements hereinafter provided for.

Section 5 – Easements – Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as appear of record. Within these easements, no structure, planting, or other material 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, obstruct, or retard the flow of water in and through the drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 6 – Nuisance – No noxious or offensive activity (including offensive noise) shall be carried on upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Specifically, but not by way of limitation, no owner of any property subject to the provisions of these covenants shall permit weeds to grow and remain uncut so that the same appear unsightly to the surrounding area; nor shall there be permitted the storage of lumber, bricks or other building material for a period of time longer than reasonably required for the completion of a residential structure or improvement.

Section 7 – Trailers, Campers, Boats, Commercial Vehicles – No commercial vehicles, boats, campers, trailers, other such contraptions or devices, or any non-licensed vehicles shall be stored or permitted to remain for more than seven (7) consecutive days, on any lot or street except within enclosed garages or in enclosed, secured-from-vision areas. Furthermore, no vehicle of any type will be stored on the street for more than seven (7) consecutive days.

Section 8 – Water and Sewer – No individual water supply system or sewage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by the Boulder Valley Water and Sanitation District of the City of Boulder.

Section 9 – Livestock and Poultry – No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purpose; and provided further, such dogs, cats or other household pets shall not exceed two of any one type of animal for each dwelling.

Section 10 – Oil and Mining Operations – No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 11 – Signs – No sign of any kind shall be displayed to public view on any part of the Property, except one sign of not more than five (5) square feet advertising a dwelling for sale or rent. Election-related signs, not to exceed five



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(5) square feet, are permitted three weeks prior to and 24 hours after the election.

Section 12 – Exterior Maintenance and Lot Appearance – Each Lot and the improvements thereon shall be kept in a well maintained manner. Upon the Owner's failure to maintain his Lot, including the cutting of grass or removal of weeds, the Board of Directors may, at its option, after giving the Owner 15 days written notice sent to his last known address, through its agent or employees, enter upon said Lot and cut the grass or weeds and do such other maintenance items required to bring the Lot to a condition of reasonable maintenance. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Board of Directors may, at its option, after giving the owner three (3) months written notice, through its agents or employees, enter upon said Lot and make repairs and improve the appearance of the exterior of the improvements in a reasonable and workmanlike manner. The cost of such maintenance and repair shall be the obligation of the Owner of the Lot at the time the charge is made and shall be a charge on the land and shall be a continuing lien upon the property against which such charge is made and shall accrue interest at the rate of 12% per annum. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Lot so it is visible from any neighboring Lot or street, except as reasonably necessary during the period of construction. In the event any structure is destroyed either wholly or partially by fire or other casualty, said structure shall be promptly rebuilt or remodeled to conform to this declaration or all debris and remaining portions of the structure including the foundations shall be promptly removed from the property.

Section 13 – Temporary Structures – No temporary house trailer, tent, garage, shed or outbuilding shall be placed or erected upon any part of the property without the approval of the Board of Directors.

Section 14 – Garbage and Trash Disposal – Each Lot shall provide a fully enclosed area for containment of trash, garbage and other refuse. Each owner must provide for regular removal of garbage, and each Lot at all times shall be kept in a clean, sightly, and wholesome condition. The Association has the right to authorize community trash collection which will supersede individual trash collection.

Section 15 – Underground Utilities; Antennas – All electric, television, radio and telephone line installations and connections from the Owner's property line to the residence shall be placed underground. No exterior radio, television, or other type of antenna shall be affixed to the exterior of any structure or erected on any Lot, unless specifically approved in writing in advance by the Board of Directors, as required in Article III, Section 2.

Section 16 – Parking Facilities – No carports or any other unenclosed parking structure shall be erected, added to, placed or permitted to remain on any Lot. Each residential

dwelling structure erected on any Lot shall include an attached garage facility having a minimum capacity of two automobiles and a maximum capacity of three automobiles.

Section 17 – Roofing Materials – Changing the material or color of an existing roof requires approval by the Board of Directors in accordance with Article III, Section 2.

Section 18 – Solar Energy Systems – Any construction, reconstruction, remodeling, addition to or alteration of any building or another structure on any Lot which involves the collection, application or other use of solar energy must be approved in writing in advance by the Board of Directors.

Section 19 – Landscaping – Any change, alteration or modification of landscaping from that shown on an initially approved landscape plan shall require a landscaping plan showing such change, alteration or modification to be submitted and approved in accordance with Article III, Section 2.

Section 20 – Fences – All fences shall be approved by the Board of Directors and be designed to be complementary to the design of the house. No fences of any kind shall be constructed within five (5) feet of any of the following lot lines:

- A) The easterly lot line of lot 8, block 5;
- B) The westerly lot line of lot 9, block 5;
- C) The easterly lot line of lot 39, block 5;
- D) The westerly lot line of lot 40, block 5;
- E) The southerly lot line (adjoining Tract D) of lot 9, block 3; and
- F) The northerly lot line (adjoining Tract D) of lot 8, block 3.

With respect to each of the six lot lines described above, any fence constructed within 30 feet of any such lot line shall be of an open character, preferably of pole or split rail construction, and no solid fence shall be constructed within said 30 feet.

Section 21 – Exterior Painting – No changes to the exterior painting scheme of the dwellings located upon the Property shall be allowed without prior written approval of the color scheme by the Board of Directors.

ARTICLE V - GENERAL PROVISIONS

Section 1 – Term – The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all persons claiming any part of the Property for a period of 25 years from the date these presents are recorded in the office of the Clerk and Recorder of Boulder County, State of Colorado, after which time they shall be automatically extended for successive periods of 10 years unless and instrument signed by the then Owners of a majority of the Lots has been recorded in the office of the said County Clerk and Recorder, agreeing to change said covenants in whole or in part, or to repeal the same.

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Section 2 – Amendment – To amend the covenants and restrictions of this Declaration the following criteria must be met:

- A) Notice of the proposed amendment, including a copy of the wording, must be mailed to all Owners prior to approval.
- B) Within 45 days of the mailing, votes in favor from no less than 75% of the Owners must be obtained on a signed and dated instrument. Each page of signatures must contain a reference (article, section, and date) to the proposed amendment.
- C) If the amendment passes, it must then be filed with the County of Boulder. Notice of the results of the attempted amendment (including a copy of the amendment, if passed) must be sent to all the Owners no later than the next Owners meeting.

Section 3 – Enforcement – The owner or owners of any of the Property, or the Association may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation or to restrain such violation or attempted violation. Monetary damages shall include all associated court costs and legal fees associated with the action.

Section 5 – Severability and Waiver – Invalidation of any one of the restrictions and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Furthermore, failure to enforce any of the restrictions herein does not constitute waiver of that restriction and in no way limits its future enforcement.

With their signatures affirming approval of not less than 75% of the owners, the Association has caused this declaration of protective covenants to be executed this 9th day of June, 2005.

Donnie Lichtenstein 4542 Tally Ho Trail
 Holly Devaul 4543 Tally Ho Trail
 Harihar Rajaram 4547 Tally Ho Trail
 Richard Tajbl 4551 Tally Ho Trail
 Alfred Bourgeois 4554 Tally Ho Trail
 Teruko Horii 4555 Tally Ho Trail
 John Higgins 4561 Tally Ho Trail
 Neil Kearney 4566 Tally Ho Trail
 Nick Jancewicz 4567 Tally Ho Trail
 Kathi Altenbern 4571 Tally Ho Trail
 Robert Nerem 4575 Tally Ho Trail
 Douglas Kennedy 4578 Tally Ho Trail
 Dave Rechberger 4581 Tally Ho Trail
 Myrna Besley 4587 Tally Ho Trail
 Michael Smith 4596 Tally Ho Trail
 Erhardt Bochert 4599 Tally Ho Trail
 Barbara Pickett 4602 Tally Ho Trail
 Robert Wientzen 4614 Tally Ho Trail
 Walter Pienciak 4615 Tally Ho Trail

Susie Cannon 4636 Tally Ho Trail
 Michael Rivera 4637 Tally Ho Trail
 Gorden Yee 4658 Tally Ho Trail
 Cindy Green 4659 Tally Ho Trail
 Larkin Wood 4662 Tally Ho Court
 Annemarie Fruth & Jeff Fruth 4673 Tally Ho Court
 Katherine Ohala 4685 Tally Ho Court
 Priscilla Madden 4686 Tally Ho Court
 David Dickson 4697 Tally Ho Court
 Pamela Osborn 4698 Tally Ho Court
 Patricia Dessel 4712 Tally Ho Court
 Ian Smith 4715 Tally Ho Court
 Dee George 4733 Tally Ho Court
 Brian Koberg 4736 Tally Ho Court
 Jill Skuba 4744 Tally Ho Court
 Carrie Cantrell 4745 Tally Ho Court
 Martha Farmer 6754 Idylwild Court
 Kris White 6767 Idylwild Court
 William Owen John Brown 6783 Idylwild Court
 Sandra Ireland 6800 Idylwild Court
 Karin Barclay 6801 Idylwild Court
 David Lattora 6812 Idylwild Court
 Tesfay Gebremeskel 6813 Idylwild Court
 Christine Aldretti 6824 Idylwild Court
 William Plows 6825 Idylwild Court
 Kurt Rosner 6837 Idylwild Court
 Rod Campbell 6848 Idylwild Court
 Ronald Berk 6849 Idylwild Court
 Helmuth Naumer 6753 Bugle Court
 Laurel Hyde 6762 Bugle Court
 Tim Imbrock 6774 Bugle Court
 Thomas Brunner 6786 Bugle Court
 Lara Doyle-Ianetti 6787 Bugle Court
 Kathryn Dye 6799 Bugle Court
 Donna Omata 6810 Bugle Court
 Dale Stonedahl 6814 Bugle Court
 Michael Olson 6817 Bugle Court
 William Byrnes 6822 Bugle Court
 Carolyn Drews 6825 Bugle Court
 Kim White 6829 Bugle Court
 Janet Madden 6833 Bugle Court
 Mary Wallace 6837 Bugle Court
 Gale Mack 6868 Bugle Court
 Steve Winter 6841 Bugle Court
 Dan Drolet & Jennifer McComb 6844 Bugle Court
 Nick Flaherty 6845 Bugle Court
 Mark Bailhache 6848 Bugle Court
 David Lattimore 6811 Twin Lakes Road
 Joan Wright 6820 Twin Lakes Road
 Robert Orthman 6823 Twin Lakes Road
 Katy Williams 6832 Twin Lakes Road
 Valerie Callis 6835 Twin Lakes Road
 Yvonne Lopez 6844 Twin Lakes Road
 Claudio Coppoli 6847 Twin Lakes Road
 Barbara Kase 6752 Twin Lakes Road
 Benjamin Sease 6764 Twin Lakes Road
 Wayne Fuqua 6777 Twin Lakes Road