

56.8

Section 9. Temporary Structures. Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot, and no residence shall be occupied in any manner at any time prior to its being fully completed, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction, alteration, repair or remodeling of a residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering or remodeling any residence shall be prosecuted diligently from the commencement thereof until the completion thereof.

Section 10. Miscellaneous Structures.

(a) No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Lot other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House," or "For Rent" sign not to exceed five (5) square feet; notwithstanding the foregoing, reasonable signs or advertising used by the Declarant in connection with its sale or rental of Lots, or otherwise in connection with its development of the Properties, shall be permissible, provided that such use by the Declarant shall not interfere with the Owners' use and enjoyment of their Lot, the Common Area, or with their ingress or egress from a public way to the Common Area or their Lot.

(b) Except as may otherwise be permitted by the Architectural Control Committee, all antennae shall be installed inside any residence.

(c) No clotheslines, dog runs, drying yards, service yards, wood piles or storage areas shall be so located on any Lot as to be visible from a street, any other Lot, or from the Common Area.

Section 11. Vehicular Parking, Storage and Repairs.

(a) Any house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, motor-driven cycle, truck (larger than 3/4 ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on the Properties only if such parking or storage is done wholly within the enclosed garage, if any, located on a Lot, or within any area which may, from time to time, be designated by the Association for the parking or storage of such vehicles, except that any such vehicle may be otherwise parked as a temporary expedience for

56-30

loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the Properties which are necessary for construction or for the maintenance of the Common Area, Lots, or any improvements located thereon.

(b) Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on the Properties. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within 72 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

(c) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on the Properties, unless it is done within completely enclosed structures(s) which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

Section 12. Nuisances. No nuisance shall be permitted on the Properties, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs, any residents of the Properties, or which interferes with the peaceful enjoyment or possession and proper use of the Properties, or any portion thereof, by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant which are reasonably necessary to the development of and construction on the Properties; provided, however, that such activities of the Declarant shall not unreasonably interfere with any Owner's use and enjoyment of his Lot or the Common Area, or with any Owner's ingress and egress to or from his Lot and a public way. Further, no immoral, improper, offensive or unlawful

56-31

use shall be permitted or made of the Properties or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Properties, or any portion thereof, shall be observed by all Owners, including Declarant.

Section 13. Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining portions with an adjoining Lot provided that no additional building site is created thereby. Not less than one entire Lot, as conveyed, shall be used as a building site.

Section 14. No Hazardous Activities. No activities shall be conducted on the Properties or within improvements constructed on the Properties 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 of the Properties and no open fires shall be lighted or permitted on the Properties except in a contained barbecue 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.

Section 15. No Annoying Light, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.

Section 16. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, the Common Area, or any Lot, unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

Section 17. Leases. The term "lease," as used herein, shall include any agreement for the leasing or rental of a Lot or any portion thereof, and shall specifically include, without limitation, a month-to-month rental. Any Owner shall have the right to lease his Lot under the following conditions:

(a) All leases shall be in writing; and

(b) All leases shall provide that the terms of the lease and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and that any failure by the lessee to comply with

56-32

any of the aforesaid documents, in any respect, shall be a default under the lease; and

(c) No lease shall be for less than thirty (30) days.

Section 18. Minor Violations of Setback Restrictions. If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of Lots immediately adjoining the Lot containing the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section 18 shall prevent the prosecution of a suit for any other violation of any restriction contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than three (3) feet beyond the required setback lines or Lot lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to any of such structures.

Section 19. Rules and Regulations. Rules and regulations concerning and governing the Properties or any portion thereof may be adopted, amended or repealed, from time to time by the Board of Directors of the Association, and the Board of Directors may establish and enforce penalties for the infraction thereof, including without limitation the levying and collecting of fines for the violation of any of such rules and regulations.

Section 20. Management Agreements and Other Contracts. The Association may utilize professional management in performing its duties hereunder. Any agreement for professional management of the Association's business or other contract providing for the services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon thirty (30) days' prior written notice. Any such management agreement(s) entered into by the Association with a manager or managing agent prior to the termination of the Class B membership shall be subject to review and approval by HUD or VA, and shall terminate absolutely, in any event, not later than thirty (30) days after termination of the Class B membership.

ARTICLE X
FIRST MORTGAGEES

Section 1. Member and First Mortgagee Approval. Subject to Article XI, Section 8(b) of this Declaration, but notwithstanding any other provisions of this Declaration to the contrary, the Association shall not:

30 33

(a) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of each class of Members and sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage owned):

(1) by act or omission, change, waive, or abandon any scheme of architectural control, or enforcement thereof, as set forth in this Declaration, regarding the design or maintenance of the Lots, improvements thereon or the Common Area;

(2) fail to maintain full current replacement cost fire and extended insurance coverage on the Common Area;

(3) use hazard insurance proceeds for Common Area property losses for purposes other than to repair, replace, or reconstruct such property;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer any common property owned, directly or indirectly, by the Association for the benefit of the Owners (excluding the granting of permits, licenses and easements for public utilities, roads, or other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties or the Association);

(5) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner; or

(6) terminate the legal status of the Properties as a planned unit development, provided that this subsection (6) shall not apply to amendments to this Declaration, the Articles of Incorporation or Bylaws of the Association made as a result of destruction, damage or condemnation of the Properties or improvements thereon; provided, however, that any distribution made as a result of said termination shall be accomplished on a reasonable and equitable basis.

(b) unless it has obtained the prior written consent of at least sixty-seven percent (67%) of each class of Members, and fifty-one percent (51%) of the First Mortgagees of Lots (based upon one vote for each First Mortgage owned), add or amend any material provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association which establish, provide for, govern or regulate any of the following, provided that such additions or amendments shall not be considered material if they are for the purpose of correcting technical errors or for clarification only:

56-34

- (1) voting rights;
- (2) assessments, assessment liens or subordination of such liens;
- (3) reserves for maintenance, repair and replacement of those elements of the Common Area which must be maintained, repaired or replaced on a periodic basis;
- (4) responsibility for maintenance and repair of any portion of the Properties;
- (5) rights to use of the Common Area;
- (6) boundaries of any Lot;
- (7) convertibility of Lots into Common Area or of Common Area into Lots;
- (8) expansion or contraction of the Properties or the addition, annexation or withdrawal of the property to or from the Properties;
- (9) insurance, including but not limited to fidelity bonds;
- (10) leasing of Lots or dwellings constructed thereon;
- (11) imposition of any restriction on the right of any Owner to sell or transfer his Lot;
- (12) any decision by the Association to assume self-management of the Association, when professional management has previously been required by any First Mortgagee or any insurer or guarantor of a First Mortgage;
- (13) any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard, other than substantially in accordance with this Declaration, the Articles of Incorporation and Bylaws of the Association;
- (14) any action to terminate the legal status of the Properties after substantial destruction or condemnation; or

56-35

(15) any provisions which are for the express benefit of First Mortgagees, or insurers or guarantors of First Mortgages.

Section 2. Notice of Action. Upon written request to the Association, identifying the name and address of the First Mortgagee or insurer or guarantor of the First Mortgage and the residence address of the property which is subject to such First Mortgage, each such First Mortgagee, or insurer or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

(A) any condemnation loss or casualty loss which affects a material portion of the Properties or any Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor of a First Mortgage;

(B) any delinquency in the payment of assessments or charges owed to the Association by the Owner of the Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or guarantor, or any default by such Owner in any obligation under the Declaration, Articles of Incorporation or Bylaws of the Association and the Board of Directors of the Association has actual knowledge of such default, when such delinquency and/or default remains uncured for a period of sixty (60) days;

(C) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(D) any proposed action which would require the consent of a specified percentage of First Mortgagees as provided in this Article X.

Section 3. Audit. At any time after that date on which the Project has been expanded, pursuant to Article XI, Section 6 hereof, to include fifty (50) or more Lots, the Association shall provide an audited financial statement for the immediately preceding fiscal year, free of charge to the party so requesting; to any First Mortgagee, or any insurer or guarantor of such a First Mortgage, within a reasonable time after written request therefor made by any such First Mortgagee, insurer or guarantor of such a First Mortgage. So long as the Project includes less than fifty (50) Lots, fifty-one percent (51%) or more of the First Mortgagees shall be entitled to have such an audited financial statement prepared at their expense if one is not otherwise available.

56-34

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of any of the aforesaid documents; in any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained, or any other provision of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Construction and Maintenance Easement. If any portion of any exterior wall of a structure is situated within five feet of any adjoining Lot line, a valid easement shall and does exist, five feet in width along the adjoining Lot and adjacent to the said Lot line, which easement may be used for the purpose of construction, reconstruction, maintenance and repair of said exterior wall of a structure that is situated within five feet from the nearest point of said easement.

Section 4. Utilities. There is hereby reserved by Declarant and granted to the Association as hereinafter provided, a blanket right to grant easements upon, across, over and under the Properties for utilities and the installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, gas, telephone, electricity, master television antenna systems, and cable television, provided that no easement so granted shall extend under any structure located on any Lot. By virtue of this right, it shall be expressly permissible, following the recordation of the appropriate instruments, to erect and maintain the necessary facilities, equipment and appurtenances on the Properties and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone and television wires, circuits, cables, conduits and meters. In the

event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Area without conflicting with the terms hereof, provided, however, that such right and authority shall cease and determine upon conveyance by Declarant of the last Lot to the first purchaser thereof (other than Declarant), at which time such right and authority shall vest in the Association.

Section 5. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association and the Master Declaration, Articles of Incorporation or Bylaws of the Master Association, the Master Declaration, Articles of Incorporation or Bylaws of the Master Association shall control.

Section 6. Annexation. Additional residential property and/or Common Area may be annexed to the Properties with the consent of two-thirds of each class of Members. Notwithstanding the foregoing, the Declarant may annex additional residential property and Common Area within the lands described on Exhibit C attached hereto and incorporated herein by this reference, until that date which is five (5) years after the date of recording of this Declaration in Boulder County, Colorado, without consent of the individual Owners, subject to a determination by HUD or VA that the annexation is in accord with the general plan heretofore approved by them. Each such annexation shall be effected, if at all, by recording an annexation of additional land in the Office of the Clerk and Recorder of the County of Boulder, Colorado, which document shall provide for annexation to this Declaration of the property described in such annexation of additional land, and may include such other provisions as deemed appropriate by the Declarant. All provisions of the Declaration, including but not limited to those provisions regarding obligations to pay assessments to the Association and any right to cast votes as Members, shall apply to annexed property immediately upon recording an annexation of additional land with respect thereto, as aforesaid. Prior to transferring ownership of the first Lot conveyed in the Properties and in any property which is annexed by Declarant pursuant to this Section 6, Declarant shall convey the Common Area contained in the Properties or in such annexed property, as applicable, to the Association.

Section 7. Condemnation. In the event proceedings are initiated by any government or agency thereof, seeking to take by

56-38

condemnation or the power of eminent domain the Common Area, any part thereof or any interest therein, any improvement thereon, or any interest therein, the Association shall give prompt notice thereof, including a description of the part of or interest in the Common Area or improvement thereon sought to be so condemned, to all Members. The Association shall have full power and authority to defend in said proceedings, and to represent the Owners in any negotiations, settlements and agreements with a condemning authority for acquisition of the Common Area, any part thereof, or any interest therein, and each Owner hereby appoints the Association as his attorney-in-fact for such purposes. Any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Members and their mortgagees as their interests may appear.

(a) In the event that all of the Common Area is taken or condemned, or sold or otherwise disposed of, in lieu of or in avoidance thereof, any award or settlement shall be apportioned by the Association on a reasonable basis as the Association determines to be equitable in the circumstances, or as determined by judicial decree. If the allocation of condemnation award is already established in the negotiations, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent that it is relevant and applicable.

(b) In the event that less than the entire Common Area is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall first be applied by the Association to the rebuilding and replacement of those improvements on the Common Area damaged or taken by the condemning public authority, unless sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage held) agree otherwise. Any surplus of the award or other portion thereof not used for rebuilding and replacement shall be distributed by the Association on the same basis as indicated in subparagraph (a) of this Section 7. No provision of the Declaration or any other document relating to the Properties shall be deemed to give an Owner or any other party priority over the rights of a First Mortgagee, pursuant to a First Mortgage, in the case of a distribution to any Owner of insurance proceeds or condemnation award for losses to or taking of Lots or Common Area or both.

Section 8. Duration, Revocation, and Amendment.

(a) Each and every provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive

56-39

periods of ten (10) years each. Except as provided in Article IX hereof and in Subsection (b) of this Section 8, this Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than fifty-one percent (51%) of the Members of each class.

(b) Notwithstanding anything to the contrary contained in this Declaration:

(1) Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, the Articles of Incorporation and/or Bylaws of the Association, at any time prior to the sale of the last Lot by Declarant to the first Owner thereof (other than Declarant) or five (5) years from the date this Declaration is recorded in the County of Boulder, Colorado, whichever occurs first, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any of such documents;

(2) Declarant hereby reserves and is granted the right and power to record special amendments to this Declaration, the Articles of Incorporation and/or Bylaws of the Association, at any time prior to the sale of the last Lot by Declarant to the first Owner thereof (other than Declarant) or five (5) years from the date this Declaration is recorded in the County of Boulder, Colorado, whichever occurs first, in order to comply with any requirements of the Agencies or to induce any of the Agencies to make, purchase, sell, insure, or guarantee First Mortgages on Lots; provided, however, that each such special amendment must have the prior written consent of VA or HUD.

(c) To be effective, all amendments to or revocation or termination of this Declaration must be recorded in the office of the Clerk and Recorder of the County of Boulder, Colorado, and must contain evidence of the required approval thereof.

(d) One method of satisfying the requirements of Subsection (c) of this Section 8 shall be the recordation of a certificate of the Secretary of the Association, certifying that Owners representing the requisite percentage of the Lots, and that the requisite percentage of First Mortgagees, if any, have given notarized written consent to the amendment. The Secretary must further certify that originals of such written consents by Owners and First Mortgagees, as applicable, along with the recorded amendment, are in the corporate records of the association and available for inspection.

56-40

(e) In addition to any consents or approvals required by any of the other terms or provisions this Declaration for any amendment hereof, any amendment to this Declaration other than an agency or technical amendment pursuant to Subsection (b) of this Section 8, shall require the prior written consent of the Board of County Commissioners of the County of Boulder, Colorado, or of an authorized representative of such Board.

Section 9. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress over, in, upon, under, and across the Common Area, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's construction on the Properties; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owner's Lot.

Section 10. Easement for Encroachments. If any portion of a structure encroaches upon the Common Area or upon any adjoining Lot, or if any portion of the Common Area encroaches upon any Lot, including any future encroachments arising or resulting from the repair or reconstruction of a structure subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as its stands, shall and does exist.

Section 11. Registration by Owner of Mailing Address. Each Owner and each First Mortgagee, insurer or guarantor of a First Mortgage, shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner, or upon a First Mortgagee, insurer or guarantor of a First Mortgage, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of such person or entity at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by registered or certified mail, postage prepaid to 1300 Plaza Court North, Suite 201, Lafayette, Colorado, 80026, until such address is changed by the Association.

Section 12. HUD/VA Approval. As long as there is a Class B membership, the following actions shall require the prior approval of HUD or VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

56-41

Section 13. Dedication of Common Area. Declarant, in recording this Declaration of Covenants, Conditions and Restrictions, has designated certain areas of land as Common Area intended for the common use and enjoyment of Owners for recreation and other related activities. The Common Area is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the Owners, as more fully provided in this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the day and year first above written.



TULL CONSTRUCTION COMPANY,
a Colorado corporation

(SEAL)

ATTEST:

Judith B. Butcher
Secretary, Judith B. Butcher

By: James H. Tull
President, James H. Tull

STATE OF COLORADO
COUNTY OF BOULDER

)
) ss.
)

The foregoing instrument was acknowledged before me in the County of Boulder, State of Colorado, this 20th day of August, 1988 by JAMES H. TULL as President and JUDITH B. BUTCHER as Secretary of TULL CONSTRUCTION COMPANY, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: February 1, 1988.



(SEAL)

Noelle Rae Stallcup
Notary Public, Noelle Rae Stallcup
Address: 1345 Plaza Court North
Lafayette, Colorado 80026

56-42

EXHIBIT A
TO THE
AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAST MEADOWDALE

Lots 1 through 26 together with Outlots B, C, D, E, and F, Block 7 JOHNSON FARM REPLAT B, a subdivision of a part of the County of Boulder, according to the recorded plat thereof on file in the office of the County Clerk and Recorder of Boulder County, Colorado: EXCLUDING that portion thereof referred to as Outlot A, which portion will be deeded to the Johnson Farm Homeowners Association as open space;

Lots 1 through 10, Block 8, together with Outlots A and B JOHNSON FARM REPLAT D, a subdivision of a part of the County of Boulder, according to the recorded plat thereof on file in the office of the County Clerk and Recorder of Boulder County, Colorado: EXCLUDING the South Southerly Seventy Feet thereof, which portion will be deeded to the Johnson Farm Homeowners Association as open space.

510-43

EXHIBIT B
TO THE
AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAST MEADOWDALE
COMMON AREA LEGAL DESCRIPTION

PARCEL 1:

Outlots B, C, D, E, and F, JOHNSON FARM REPLAT B, a subdivision of a part of the County of Boulder, according to the recorded plat thereof on file in the office of the County Clerk and Recorder of Boulder County, Colorado.

PARCEL 2:

Outlot A and Outlot B, LESS: Lots 1 through 10, Block 8, JOHNSON FARM REPLAT D; a subdivision of a part of the County of Boulder, according to the recorded plat thereof on file in the office of the County Clerk and Recorder Boulder County, Colorado,

EXCLUDING the South Southerly Seventy Feet thereof, which portion will be deeded to the Johnson Farm Homeowners Association as open space.

56-44

EXHIBIT C
TO THE
AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAST MEADOWDALE
ANNEXABLE PROPERTY LEGAL DESCRIPTION

Blocks 9, 11, 12, 13 and 14, JOHNSON FARM, a subdivision of a part of the County of Boulder, according to the recorded plat thereof on file in the office of the County Clerk and Recorder of Boulder County, Colorado.

56-45

INDIVIDUAL
INSTRUMENT OF EXECUTION

Charles F. Driskell, Sr. and Nancy A. Prestien Owner(s)
of Lot 5, Block 8, JOHNSON FARM SUBDIVISION, REPLAT n, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 7th day
of June, A.D., 1985.

Charles F. Driskell, Sr. Lot No. 5

Nancy A. Prestien Lot No. 5

STATE OF COLORADO }
COUNTY OF BOULDER } ss.

The foregoing instrument was acknowledged before me this 7th day of
June, A.D., 1985, by Charles F. Driskell, Sr.
Nancy A. Prestien.



[Signature]
Notary Public

My commission expires:
2/1/86

56-4

INDIVIDUAL
INSTRUMENT OF EXECUTION

Erwin R. Hayes and Doris L. Hayes Owner(s)
of Lot 4, Block 8, JOHNSON FARM SUBDIVISION, REPLAT "D", County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 24th day
of May, A.D., 1985.

Erwin R. Hayes Lot No. 4/8
Erwin R. Hayes

Doris L. Hayes Lot No. 4/8
Doris L. Hayes

STATE OF COLORADO)
COUNTY OF BOULDER) ss.

The foregoing instrument was acknowledged before me this 24th day of
May, A.D., 1985, by Erwin R. Hayes and Doris L.
Hayes.



Lawrence Jay Koberl
Notary Public
Lawrence Koberl
3033 E 1st Ave #600, Denver
80206

My commission expires:
9/1/86

56-477

INDIVIDUAL
INSTRUMENT OF EXECUTION

Fred W. Fitzpatrick and Cora B. Fitzpatrick Owner(s)
of Lot 7, Block 7, JOHNSON FARM SUBDIVISION, REPLAT B, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 12th day
of June, A.D., 1985.

x Fred W. Fitzpatrick Lot No. 7 BLK 7

x Cora B. Fitzpatrick Lot No. 7 BLK 7

STATE OF COLORADO)
COUNTY OF BOULDER) ss.

The foregoing instrument was acknowledged before me this 12th day of
June, A.D., 1985, by Fred W. Fitzpatrick
and Cora B. Fitzpatrick.



[Signature]
Notary Public

Land Title Commission
3033 N. First Street
Denver, Colorado 80206

My commission expires:
2-4-86

56-40

INDIVIDUAL
INSTRUMENT OF EXECUTION

William J. and Marita A. Cebula Owner(s)
of Lot 19, Block 16, JOHNSON FARM SUBDIVISION, REPLAT A, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 7th day
of June, A.D., 1985.

William J. Cebula Lot No. 19/16 JF

Marita A. Cebula Lot No. 19/16 JF

STATE OF COLORADO }
COUNTY OF BOULDER } ss.

The foregoing instrument was acknowledged before me this 7th day of
June, A.D., 1985, by William J. Cebula and
Marita A. Cebula.



Patricia J. Kish
Notary Public

My commission expires:
9/1/86

56-51

INDIVIDUAL
INSTRUMENT OF EXECUTION

G. Michael Hankwitz Owner(s)
of Lot 2, Block 14, JOHNSON FARM SUBDIVISION, REPLAT E, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7th day
of August, A.D., 1985.

G. Michael Hankwitz Lot No. 2
G. Michael Hankwitz

Lot No. _____

STATE OF COLORADO)
COUNTY OF BOULDER) ss.

The foregoing instrument was acknowledged before me this 7th day of
August, A.D., 1985, by G. Michael Hankwitz

NOTARY
PUBLIC

Ellen Seely Notary Public
3033 C 1st N.W. #1100
Denver, CO 80202

My commission expires:
2-4-86

56-5

INDIVIDUAL
INSTRUMENT OF EXECUTION

John F. and Agnes L. Thompson, and Kathy A. and John E. Thompson Owner(s)
of Lot 1, Block 14, JOHNSON FARM SUBDIVISION, REPLAT E, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 12th day
of August, A.D., 1985.

*John F. Thompson by John E. Thompson
his attorney in fact*

John F. Thompson by John E. Thompson
his attorney in fact Lot No. 1

Agnes L. Thompson by John E. Thompson
her attorney in fact Lot No. 1

Kathy A. Thompson Lot No. 1

John E. Thompson Lot No. 1

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 12th day of
August, A.D., 1985, by Kathy A. Thompson and
John E. Thompson individually and as attorney in fact
for John F. Thompson & her, John E. Thompson

Ellen C. Seely
Ellen C. Seely Notary Public
3233 C. 1st St #600
W. 21st, Boulder

My commission expires:
8-4-86

*Notary Public
State of Colorado*

56-5

INDIVIDUAL
INSTRUMENT OF EXECUTION

Russell D. Osborn and Jacqueline M. Osborn Owner(s)
of Lot 11, Block 14, JOHNSON FARM SUBDIVISION, REPLAT E, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 20th day
of August, A.D., 1985.

Russell D. Osborn Lot No. 11
Russell D. Osborn

Jacqueline M. Osborn Lot No. 11
Jacqueline M. Osborn

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 20th day of
August, A.D., 1985, by Russell D. Osborn and
Jacqueline M. Osborn.

William T. Kelly
Notary Public
3030 1/2 11th Ave
Boulder, Colorado



My commission expires:

56

INDIVIDUAL
INSTRUMENT OF EXECUTION

Gary W. Smith and Mary M. Smith Owner(s)
of Lot 10, Block 8, JOHNSON FARM SUBDIVISION, REPLAT D, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 20th day
of August, A.D., 1985.

Gary W. Smith Lot No. 10
Gary W. Smith

Mary M. Smith Lot No. 10
Mary M. Smith

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 20th day of
August, A.D., 1985, by Gary W. Smith and Mary M. Smith



Clara J. Kelly
Notary Public
2033 C 1st Ave #1000
Windsor, Colorado

My commission expires:
7.11.86

56-55

INDIVIDUAL
INSTRUMENT OF EXECUTION

Towin Development Corp., a Colorado Corporation Owner(s)
of Lot 1,2,12,18 thru 21, JOHNSON FARM SUBDIVISION, REPLAT B, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 21st day
of August, A.D., 1985.

ATTEST:

Jami Tull
Jami Tull, Ass't Sec'y.

Towin Development Corp. Lot No.

Elayne J. Johnson Lot No.
Elayne J. Johnson, Ass't Vice President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 21st day of
August, A.D., 1985, by Elayne J. Johnson, Ass't Vice Presi-
dent and Jami Tull, Ass't Secretary of Towin Development Corp., a Colorado
Corporation.



Erin E. Holden Erin E. Holden
Notary Public
1345 Plaza Court North
Boulder, CO 80526

My commission expires: 6-11-89.

56-5

INDIVIDUAL
INSTRUMENT OF EXECUTION

ToWin Development Corp., a Colorado Corporation, Owner(s)
of Lots 30 & 31 Block 17, JOHNSON FARM SUBDIVISION, REPLAT A, County of
Boulder, State of Colorado hereby approves, adopts and ratifies the foregoing
and attached Supplemental Declaration of Covenants, Conditions and Restrictions
for East Meadowdale.

IN WITNESS WHEREOF, the undersigned has executed this Instrument this 21st day
of August, A.D., 1985.

ATTEST:

ToWin Development Corp. Lot No.

Jami Tull
Jami Tull, Ass't Sec'y.

Elayne J. Johnson Lot No.
Elayne J. Johnson, Ass't Vice President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 21st day of
August, A.D., 1985, by Elayne J. Johnson, Ass't Vice
President and Jami Tull, Ass't Secretary of ToWin Development Corp., a
Colorado Corporation.

Kris E. Holden Kris E. Holden
Notary Public

1345 Plaza Court North
Lafayette, CO 80026

NOTARY PUBLIC

My commission expires: 6-11-89.