

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHRIDGE ESTATES

RECITALS

WHEREAS, the lots in Filing 1 of Northridge Estates are subject to covenants and conditions recorded March 3, 1977 in Book 1096 beginning at Page 716, Mesa County, Colorado ("Existing Covenants, Filing 1");

WHEREAS, the lots in Filing 2 of Northridge Estates are subject to covenants and conditions recorded August 11, 1977 in Book 1115 beginning at Page 862, Mesa County, Colorado ("Existing Covenants, Filing 2");

WHEREAS, the lots in Filing 3 of Northridge Estates are subject to covenants and conditions recorded February 16, 1979 in Book 1138 beginning at Page 187, Mesa County, Colorado ("Existing Covenants, Filing 3"); and

WHEREAS, pursuant to the provisions the Existing Covenants, Filings 1, 2, and 3, fifty-one percent (51%) of Filing 1, 2, and 3 desire to amend the Existing Covenants, and adopt these Amended and Restated Declaration of Covenants, Conditions, and Restrictions.

NOW, THEREFORE, based on the vote of at least fifty-one percent (51%) of the Owners as defined below, Northridge Estates does hereby adopt and publish the following Amended and Restated Covenants, Conditions, and Restrictions for Northridge Estates ("Declaration") which shall supersede and replace all previously recorded declarations, amendments, and supplements, and shall be applicable to all lots within Northridge Estates, Filings 1, 2, and 3, Mesa County, Colorado.

ARTICLE I DEFINITIONS

Architectural Control Committee. The Architectural Control Committee ("ACC"), shall mean and refer to the Committee appointed by the Board of Directors, as more fully described in Article III.

Association. Association shall mean and refer to Northridge Estates Property Owners Association, Inc., its successors and assigns.

Association Water. Association Water shall refer to the thirty-five (35) Grand Valley Irrigation water shares owned by Northridge Estates Property Owners Association, Inc.

Commercial Vehicles. Commercial Vehicle shall mean and refer to any vehicle used in commerce with a gross combination weight rating (GCWR) of 16,001 pounds or more, or designed to transport 16 or more passengers.

Common Expenses. Common Expenses shall mean all costs, charges, and expenses incurred, and all liabilities and obligations assumed, by or on behalf of the Association, including, without limitation, any amounts allocated by the Association to reserve funds.

Community. Community shall mean the planned community known as Northridge Estates, and the real property subject to this Declaration and as further defined by the recorded Plats, and the Members of the Association.

Governing Documents. The Governing Documents shall refer to this Declaration, the Bylaws, the Articles of Incorporation, the Plats, Policies, and Rules and Regulations of the Association, all as may be amended from time to time.

Home Occupation. An occupation by the resident conducted totally within the principal building which does not entail the employment of third persons on the premises and does not entail the delivery of goods and services to customers upon the premises. For example, an insurance agent may use his residence as a personal office so long as customers are not permitted to come to the residence, but the establishment of a barber shop or a beauty shop is prohibited. Fruit stands, machinery or automotive repair, and all other occupations requiring external buildings are specifically prohibited.

Lot. Lot means and refers to any separate numbered lot or plot of land shown upon any recorded subdivision or condominium map, together with all appurtenances and improvements now or hereafter thereon.

Member. Member shall mean and refer to each Owner. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

Nuisance. Nuisances include but are not limited to offensive or excessive noise, odors, or lighting, and hazardous conditions that may pose a threat to any individual's health, safety, well-being, or welfare.

Owner. Owner shall mean and refer to the owner of record, whether one or more persons or entities of fee simple title to any Lot of the Northridge Estates.

Recreational Vehicle: Recreational Vehicle means any motorized or non-motorized vehicle motorhomes, trailers, campers, boats, motorcycles, and similar vehicles. Regardless of whether the vehicle is used for recreational, storage, or other purposes, it shall be considered a recreational vehicle if it meets the specifications set forth by this definition.

Residential Use. Residential use means use for dwelling or recreational purposes but does not include spaces or units primarily used for commercial income from, or service to, the public.

Rules and Regulations. Rules and Regulations refer specifically to the Rules and Regulations of the Northridge Estates Property Owners Association, Inc.

Vehicles. Vehicles include any automobiles, trucks, trailers, campers, recreational vehicles, boats, snowmobiles, motorcycles, motorbikes, or any motorized vehicles of any other description.

ARTICLE II NAMES & PROPERTY RIGHTS

1. Name and Type. The name of the Common Interest Community is “Northridge Estates”, and it is a Planned Community consisting of 96 Lots. The name of the Association is “Northridge Estates Property Owners Association, Inc.”

2. Title to the Lots. Owners shall convey fee simple title to the Lots subject to current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration. No Owner shall be entitled to subdivide a Lot, nor shall any Owner be entitled to sever his ownership interest in a Lot from his membership in the Association, provided that this clause shall not be construed as precluding the Owner of a Lot from creating a co-tenancy or joint tenancy with any other person or persons.

3. Easements and Owner’s Right of Enjoyment. Easements for utilities and other purposes, including the Association fulfilling its obligations, acting through the Board (including its agents and contractors), shall run across the Lots as may be as depicted on a recorded Plat or any recorded Map of the Community, as established under this Declaration, or as granted through authority reserved in any recorded document. This easement shall not unreasonably interfere with or impair the use of any improvements on the Lot and shall be exercised only after providing reasonable notice to the Owner.

Every Owner shall have a right to tap into the Association Water system and to the use and benefit of any and all irrigation water, subject to all rules and regulations for the use of water adopted by the Association. Members are prohibited from removing, altering, damaging, or interfering with any Association Water lines or improvements. Each such easement shall be appurtenant to and shall pass with the title to every Lot.

4. Delegation of Use. The Board shall have the express authority to manage the distribution of Association Water through watering schedules or Rules and Regulations, if necessary, for the benefit of all owners' access to irrigation water.
5. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Association Water
6. Disclaimer of Liability. It is the sole responsibility of each Owner and user of the Association Water to continuously inspect for defects, hazards, or unsafe conditions before and during use. Owners use the Association Water and systems at their own risk. The Association shall be entirely free from all liability or claims from Owners, individuals, or entities – whether arising from contract or tort – related to any injury or damage to persons or property occurring on, or resulting from the use of the Association Water and system.

ARTICLE III ASSOCIATION

1. Membership and Voting Rights. Every Owner of a Lot, subject to Assessment, shall be a Member of the Association. Membership is appurtenant to, and may not be separated from, ownership of any Lot subject to Assessment. The Association shall have a single class of voting membership, consisting of all Owners of Lots within Northridge Estates, with each Owner entitled to one vote per Lot owned. If multiple people hold an interest in a Lot, all shall be Members; however, the vote for that Lot must be cast as they collectively determine, with no more than one vote allowed per Lot.

The Association has the authority to suspend a Member's voting rights for any period during which any Assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the Governing Documents, provided that any suspension of such voting rights, except for failure to pay Assessments, shall be made only after notice and an opportunity for a hearing given in accordance with the Governing Documents.

2. Duties and Powers of the Association. In addition to the duties and powers enumerated in all other Governing Documents, the Association, through its Board of Directors, shall manage the business affairs of the Community, and perform functions outlined in the Governing Documents to protect the value and desirability of the Community and its Lots. These duties and powers shall include:

- a. The Association may contract with a managing agent, and delegate specific powers, functions, or duties through a written and signed contract, but retains ultimate responsibility for all Association matters. Any agreement for professional management of the Community shall be terminable with or without cause, with thirty (30) days written notice.
- b. The Association shall own and maintain all Association Water and main irrigation lines running to the shut-off valve on each Lot.
- c. To have the authority to enter upon and landscape, maintain or improve any Lot that an Owner fails to landscape or maintain in accordance with this Declaration and to levy a Special Assessment against such Lot for all expenses incurred, including court costs and attorney fees for the collection of such Supplemental Assessment.
- d. To grant easements where necessary for utilities, on-site storm drain systems, drainage, and public services to serve the Community.
- e. To obtain and maintain such policy or policies of insurance as is required by Colorado law to protect the interest of the Association, its Members or any mortgagees.
- f. To have the power to establish and maintain a working capital and contingency fund from Assessments in an amount to be determined by the Board.
- g. To have the power and duty to enforce the provisions of the Governing Documents by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions.
- h. To create committees, appoint and remove members of the committees, and to oversee the functions and actions of such committees.
- i. To levy and enforce collection of the Assessments as provided in Article IV of this Declaration and in the Collection Policy.
- j. To assign its right to future income, including the right to assign its right to receive Assessments for Common Expenses, with fifty-one percent (51%) of Owner approval.
- k. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those

for which the Association was created, or to a nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.

3. Right to Notice. The Association may provide notice of matters affecting the Community to Owners and occupants through any means of communication deemed appropriate by the Board of Directors.
4. Indemnification. To the fullest extent permitted by law, the Association shall indemnify its officers, directors, committee members, and volunteers against all expenses and liabilities, including attorney fees, reasonably incurred in connection with any legal proceeding resulting from their role in the Association—except in cases where they are found to have breached their duty of care.
5. Education and Training. The Association shall provide, or cause to be provided, education to owners at no cost on at least an annual basis as to the general operations of the association and the rights and responsibilities of owners, the association, and its board under Colorado law. The Board may authorize, and account for, as a Common Expense, reimbursement of board members for their actual and necessary expenses incurred in attending Colorado specific HOA trainings.

ARTICLE IV FUNDS AND ASSESSMENTS

Each owner will pay the Association such annual fees, assessments or charges as the Association has authorized in its Governing Documents, to levy and assess against the Owners, for the purpose of defraying operation costs and expenses, such assessments to constitute a lien upon the property against which the assessment is made, subordinate to the lien of any first mortgage or deed of trust.

1. Operating & Reserve Fund. There shall be an Operating Fund, into which the corporation shall deposit Annual, Special and Supplemental Assessments, for the operation and maintenance of the Community.

The Association may establish and maintain a Reserve Fund to cover future repair, replacement, and maintenance of Association Water systems or operational needs. Contributions to the reserve fund shall be included in the annual budget and funded through regular assessments.

2. Annual Assessment. The annual assessments levied by the Association shall be used exclusively to manage the affairs of the Community and maintain the Association Water and system within Northridge Estates. The budget for annual Assessments and

expenses shall be submitted to the Owners for ratification in accordance with Colorado law. The budget shall be deemed ratified unless it is vetoed by a majority of the total Association vote.

3. Maximum Annual Assessment. The maximum annual assessment may be increased each year but shall not exceed ten percent (10%) above the assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of fifty-one percent (51%) of the members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not more than the maximum.

4. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses exceeding those budgeted, including, but not limited to:

- a. Costs related to construction, restoration, or unbudgeted repairs; and
- b. Replacement of capital improvements not covered by the general reserve fund.

The proposed Special Assessment shall be approved by a vote of fifty-one percent (51%) of the members who are voting in person or by proxy, at an Annual or Special Meeting. Special Assessments may be payable in installments that extend beyond the fiscal year in which the Special Assessment is approved. The Board reserves the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

5. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis.

6. Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment, as provided in this Article, the following:

- a. Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to improvement, repair, replacement, or maintenance specific to a Lot;
- b. Improvement, repair, replacement, or maintenance caused by the negligent or willful acts of any Owner, their guest, employee, licensee, lessee, or invitee as set forth in this Declaration;

c. All fines and costs assessed against an Owner pursuant to the Governing Documents; and

d. Any other expenditures or charges allowable by Colorado law.

7. Payment of Assessments. Assessments shall be due and payable as more clearly defined in the Collection Policy of the Association.

8. Application of Payments. All payments received on an account of any Owner or the Owner's Lot shall be applied first to the payment of any delinquent Assessments, then to all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents.

9. Remedies of the Association. Any assessment, charge, or fee outlined in this Declaration not paid within thirty (30) days of its due date (as set by the Board of Directors) will accrue interest at a rate determined by the Board, not exceeding eight percent (8%) compounded annually or the maximum allowed by law. Interest will accrue monthly from the due date. The Board may also impose a reasonable late fee or fine. In addition, the following remedies may also be pursued for excessively past due Owner accounts, as determined by the Board:

a. The Association may deny irrigation water and access to any ditches, pipes, pipelines, or other irrigation facilities owned by the corporation to any Owner. The corporation, on its own behalf and on behalf of all members, has the authority to initiate legal or equitable proceedings to prohibit any delinquent property owner from using the corporation's irrigation water or facilities. In such proceedings, the corporation may also seek to recover all applicable damages, including court costs and attorney's fees.

b. The Association may pursue legal or equitable action—or both—against any Owner who fails to pay overdue assessments, charges, fees, or installments. It may also foreclose its lien on the Owner's Lot. Initiating legal action for a money judgment does not waive the Association's right to foreclose the lien.

Foreclosing or attempting to foreclose a lien does not prevent the Association from foreclosing again for future unpaid assessments or fees. The Association has the right to bid on, purchase, lease, mortgage, sell, or otherwise manage any Lot acquired through foreclosure. If a foreclosure is initiated and the Owner abandons or vacates the Lot, the Board may take possession, rent it out, or seek a court-appointed receiver without prior notice to the Owner. However, the Association's

rights remain subordinate to any first lien holder's rights, as stated in the mortgage or deed of trust, where permitted by law.

10. Lien Priority. The Association's lien on a Lot takes priority over all other liens and encumbrances, except for:

- a. Liens and encumbrances recorded before this Declaration;
- b. A first lien security interest on the Lot (subject to any limited lien priority granted to the Association by law); or
- c. Liens for real estate taxes and other government assessments or charges.

This provision does not affect the priority of mechanics' or materialmen's liens. The Association's lien is not subject to state or federal homestead exemptions. The sale or transfer of a Lot does not remove the lien for assessments or charges, except when the Lot is sold through foreclosure of a first lien security interest or through a proceeding in lieu of foreclosure (e.g., a deed in lieu of foreclosure) or cancellation/forfeiture, as governed by state law. However, any such sale or transfer does not release the Lot from liability for future assessment charges or the lien securing them.

11. Association Status Requests. Upon written request, the Association will provide a status letter that includes the amount of any unpaid assessments, fees, or fines owed on a property, along with other relevant information required by Colorado law. The Association may charge a reasonable fee and will provide the statement within 14 calendar days of receiving the request.

ARTICLE V RESTRICTIONS ON USE

1. Use of Property. Only one single-family residential dwelling may be constructed on each lot. A dwelling may include a private garage not to exceed the size necessary to house 3 standard sized automobiles. No lot may be used for commercial purposes except for home occupations as defined above.

2. Maintenance of Lot and Improvements. All buildings, improvements, landscaping and vegetation within the Lots must be maintained in a clean, attractive, and well-kept condition. This includes repainting, replacing roofing, fence repair and replacement, mowing lawns, pruning and trimming hedges, shrubs, and trees, and removing weeds and debris. No changes to a Lot, structure or landscaping shall be made without prior ACC approval, as defined further in Article VI.

Owners are solely responsible for the operation, maintenance, and repair of any irrigation systems serving their respective Lots, commencing at the shut-off valve. All utilities, fixtures and equipment installed within the perimeter of any Lot commencing at a point where the utility lines, pipes, wires, conduits or systems enter the perimeter lot line, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement or hereditament nor any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

Owners shall maintain the front yard areas in a clean, sightly, and wholesome condition. No trash, toys, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot, or any street. RVs that are taller than the fence are not in violation of this section. The exterior landscaping of each unit must be maintained as to not allow the grass and vegetation to die due to neglect, or to become overgrown. Weeds shall be controlled through regular mowing, trimming, removal, or other appropriate measures to prevent overgrowth. The Association, or its agents, may enter a Lot to replace, maintain, repair, or clean up any area that does not comply with this Section, after providing the Owner with thirty (30) days written notice. All related costs incurred by the Association will be charged to the Owner as an Assessment.

3. Landscaping. All shrubs, trees, grass, and plantings of every kind must be neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly materials. Trees and brushes must be trimmed so as not to impede sidewalks, street signs, lights, and other public or neighboring element or property.

4. Fences. No fences or walls shall be erected, placed, or altered on any lot without approval by the Architectural Control Committee and with the Association Rules and Regulations.

5. Signs and Other Objects. Signs, posters, billboards, and flags (including flagpoles) may be displayed in compliance with Colorado law. The Association may:

- a. Prohibit signs and flags containing commercial messages; and
- b. Establish reasonable, content-neutral regulations regarding the number, placement, size, and other objective factors related to signs and flags, as permitted by law.

6. Vehicle Parking and Storage and Repairs. Recreational Vehicles and Commercial Vehicles, as defined in Article I, or inoperable vehicles may not be parked or stored within

the Community unless inside a garage, behind a fence, allowable by law (emergency vehicles, etc.), or with written permission from the Association.

Temporary parking for loading, deliveries, construction, maintenance, or emergencies is allowed for a reasonable amount of time, as determined by the Board or further clarified by the Rules and Regulations.

Parked vehicles must not block streets, emergency access routes, driveways, or interfere with other residents' use of Community streets. Vehicles creating a hazard—such as blocking fire lanes, other vehicles, driveways, traffic flow, or parked on grassy areas—may be towed or booted.

The Association, its officers, and agents are not liable for towing or storage fees or any damage resulting from towing or booting. The right to tow or boot is in addition to other enforcement options, such as fines. The Board may choose to impose fines or use alternative sanctions instead of towing or booting.

Minor vehicle maintenance and repair, or related activities are allowed in the driveway for no more than twenty-four (24) consecutive hours. All other maintenance must be conducted in the garage or enclosed backyard area. Vehicle maintenance or repair may not cause damage (e.g., oil stains) to paved areas, and all tools and parts must be removed after work. Vehicles may not be left unattended on jacks or jack stands.

7. Temporary Structures. No temporary building or structure of any type or kind shall be used at any time for a residence. No mobile homes, manufactured homes, outbuildings, garages, trailer homes, or other movable structures shall be permitted as dwellings within Northridge Estates. Only new construction shall be permitted within Northridge Estates.

8. Pets. Only a reasonable number of household pets are allowed to live on any Lot, and then only if they are kept, bred, or raised thereon solely for private use and not for commercial purposes. No pet may be kept, which is a nuisance or annoyance to other owners in the neighborhood as described further in the Association Rules and Regulations.

9. Trash. No rubbish, refuse, garbage, or waste may accumulate on a Lot. No Lot may be used as a dumping ground for rubbish or trash. All rubbish, garbage, waste, trash, and recycling must be placed and kept in covered containers. Containers must be maintained in a clean and sanitary condition and must not be exposed or unsightly except to the extent that they are exposed for the sole purpose of pickup. All containers must be removed from the street within 24 hours of pickup.

10. Quiet Enjoyment. No nuisance shall be carried out on or within any lot including any noxious, hazardous, annoying, disturbing, or offensive trade, hobby, or activity, nor shall

anything be done thereon which may be or become an annoyance, disturbance, or nuisance to the neighborhood, or interfere with any individual's peaceful use and quiet enjoyment of their lot.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

1. Required Approval. No structure shall be erected or altered within Northridge Estates until the plans and specifications showing the nature of such improvements have been submitted to and approved by the Association's Board of Directors or its designated Architectural Control Committee ("ACC"). This includes, but is not limited to:
 - a. **Structural Changes:** Any modification to the exterior of the home, including additions, garages, sheds, patio covers, decks, balconies, fences, walls, windows, doors, roofing color or material, exterior finishes, or paint colors;
 - b. **Landscaping Changes:** Installation or removal of trees, shrubs, turf, hardscape features (such as walkways, retaining walls, or patios), irrigation systems, or significant changes to existing front landscape design, visible from neighboring properties. However, planting of annual flowers does not require approval;
 - c. **Accessory Structures and Features:** The addition of accessory dwelling units (ADUs), pergolas, greenhouses, gazebos, swimming pools, spas, or storage units;
 - d. **Driveways, Paving, and Grading:** Changes to driveway materials, extensions, parking pads, grading or drainage modifications, and any other alterations that may affect lot elevation or water flow;
 - e. **Solar Panels, Antennas, and Equipment:** Installation of solar energy systems, satellite dishes, antennas, HVAC units, generators, or similar mechanical or utility equipment visible from neighboring properties;
 - f. **Exterior Lighting and Decorative Features:** Any new or replacement exterior lighting; decorative items, artwork, or seasonal displays that are permanently affixed or visible from the street or adjoining Lots. However, seasonal decorations or temporary lighting may be allowed without prior approval, provided they are installed and removed within sixty (60) days of the holiday; and

- g. Repainting: Repainting the exterior of any structure may be done without prior ACC approval, only if the color is the same as the existing color and the finish is in line with the current appearance.

All proposed changes, unless they fall under the exceptions outlined above, must be submitted in writing to the ACC with the required plans, drawings, material specifications, and other supporting documents as requested by the ACC. No work may begin until written approval is granted. Failure to obtain prior approval may result in fines, required removal of unapproved work, and other enforcement actions as permitted under the governing documents and the Act.

The ACC will evaluate all requests based on the overall aesthetic impact of the proposed changes, ensuring consistency with community standards and harmony with neighboring properties.

2. Owner Acknowledgment. Owners agree to the following:

- a. Construction or improvements may not begin without written ACC approval and will be made only on the Owner's Lot;
- b. Owners must promptly provide additional information if requested by the ACC. Failure to do so may result in denial of application or withdrawal of approval;
- c. No easements or property rights will be violated;
- d. ACC approval does not imply any warranty with regard to architectural design, local permits, structural integrity, conformity to building codes, setbacks, environmental impact or any other local or state requirements—this remains the Owner's responsibility;
- e. Owners must notify the ACC within five (5) days of completing any approved improvement;
- f. The ACC has the right to inspect completed improvements, in coordination with the Owner;
- g. Failure to notify the ACC or allow inspections may result in revoked approval;
- h. Non-compliant improvements must be corrected or removed at the Owner's expense; and
- i. If construction or improvements are undertaken without the approval of the ACC or the approval is withdrawn, the Association reserves the right to mandate the

removal of such improvements and restore the Lot to its original state. The statute of limitations will be suspended until compliance is fully achieved.

3. Matters Considered. The ACC shall have the authority to approve or reject improvements based on factors such as quality of workmanship and materials, harmony of exterior design with existing structures, and the location with respect to topography and finish grade elevations.

The exterior color of all buildings shall be in harmony with the color of other the other buildings. Any variances must first be approved by the ACC.

To obtain approval, the working drawings and specifications must be submitted to the ACC. The working drawings shall contain a lot plan showing lot layout, floor plan showing overall dimensions, roof plan showing pitch and roof material, exterior elevation showing doors, windows and exterior materials, and a perspective sketch if requested. In addition, the ACC may request that the working drawings contain information showing the flow and manner of surface drainage, finish, and natural grade elevations and building corners and street elevations; curbs, grading, foundation plan details, and retaining wall details; structural section through building showing foundation, wall section and eave section; and such other details as may be requested to explain exterior design features or components.

4. Response Timeline. The ACC shall approve or disapprove any design plan in writing within thirty (30) days after such plans and specifications have been submitted. The ACC shall examine the plans and specifications to insure that the proposed construction complies with the provisions of the Governing Documents. If no action is taken within this period, the plans are deemed approved. However, this does not permit violations of this Declaration or any rules or guidelines. No approval of any plan, drawing, or specification shall be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, or specification subsequently submitted.

5. Appointment of Architectural Control Committee. The ACC shall consist of three people who are members of the corporation. If there are not enough volunteers to fill the committee, the president, and then vice-president will serve in the role of the vacant ACC member. The terms of office of the ACC's members shall be one year from the date of appointment. Vacancies shall be filled by appointment of the Board of Directors. The power to appoint and remove members of the ACC shall be vested by a majority vote of the Board of Directors.

The ACC shall be empowered to administer and enforce restrictions on the construction of new principal residences within Northbridge Estates, as well as any

modifications to existing structures. Provided, however, nothing contained herein shall restrict, hinder or impede the right of any owner within the subdivision to enforce, in such owner's own name, the restrictive covenants appearing at the public record.

6. ACC Meetings and Processes. The ACC shall meet from time to time as necessary to perform the duties hereunder. They may also make decisions over email or other electronic means. The ACC shall be empowered to develop reasonable guidelines or rules to promote its duties.

7. Construction Timelines. Approved improvements must begin within six (6) months of approval. If construction has not started by then, approval is revoked unless an extension is granted. All work must be completed within ninety (90) days of commencement unless delays are beyond the Owner's control (e.g., natural disasters or material shortages).

8. Variances. The ACC may grant reasonable variances to avoid undue hardship or practical difficulties, provided they align with the overall intent of the Declaration.

9. Right to Appeal. If the Board is not acting as the ACC, Owners may appeal an ACC decision to the Board. The Board can overturn the ACC decisions if they conflict with the criteria outlined in the Governing Documents or any guidelines.

10. Limitation on Liability. The ACC shall not be liable in damage to any person submitting requests for approval or to any Owner within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the ACC shall be deemed conclusively binding upon the Owners.

11. Records. The Association shall maintain written records of all applications submitted to it and all actions taken by it thereon.

ARTICLE VII INSURANCE AND CONDIMNATION

1. Insurance Maintained by the Association. The Association must secure insurance as required by Colorado law. This may include liability insurance, director and officer coverage, and fidelity insurance.

2. Premiums and Deductibles. Insurance premiums and deductibles for policies maintained by the Association, as well as any repair or reconstruction costs not covered by insurance proceeds, are considered Common Expenses. In cases where an insurance

claim results from the negligence or willful actions of an Owner or their guests, the Association will seek reimbursement for the deductible and any other expenses incurred.

3. Distribution of Condemnation and Insurance Proceeds. In cases of condemnation or distribution of hazard insurance proceeds, funds will be allocated according to recorded interests and Colorado law.

4. Insurance and Damage on Individual Lots. Each Owner is required to obtain hazard insurance for damage or loss from fire and other hazards, as well as liability insurance for injuries or property damage on their Lot.

If improvements on a Lot are damaged or destroyed, the Owner must promptly repair or reconstruct the property in accordance with the original design or approved alternatives. If the Owner decides not to rebuild, the Lot must be cleared of debris, restored to its natural state, and maintained in a neat and orderly condition.

5. Handling Insurance Claims and Proceeds. The Association will manage claims and receive insurance payouts, holding proceeds in trust for the Association, Owners, and lienholders. Funds will be used first for repairs or restoration. Any surplus will be retained by the Association.

ARTICLE VIII GENERAL PROVISIONS

1. Compliance and Enforcement. Each Owner and occupant must adhere to the Governing Documents, and each Owner can enforce the covenants and restrictions outlined in this Declaration.

The Association is authorized to enforce all applicable provisions of this Declaration and other Governing Documents, and may impose corrective measures for violations of the Governing Documents. Failure by the Association, or by any Owner, to enforce any Governing Document shall in no event be deemed a waiver of the right to do so thereafter. The corrective measures may include, but are not limited to:

a. imposing reasonable monetary fines, following notice and an opportunity for a hearing;

b. requiring an Owner to remove any structure or improvement on their Lot that violates the Governing Documents and restore the Lot to its original condition, at their own expense. If the Owner fails to comply, the Board or its designee may enter the property, remove the violation, and restore the Lot, all at the Owner's expense.

This action will not be deemed trespassing, and all related fees and costs will be charged to the Owner as an Assessment in accordance with this Declaration;

c. completing necessary maintenance an Owner refuses to complete that is the responsibility of the Owner under this Declaration, or completing necessary action to correct a violation, and charging any related costs to the Lot and the Owner as an Assessment;

d. imposing specific assessments to cover costs incurred by the Association to ensure a Lot complies with the Governing Documents including reasonable attorney fees and costs, as defined by the Act;

e. filing a lawsuit to stop violations, seek monetary damages, or both;

f. suspending the right to vote; and

g. preventing anyone, including contractors, subcontractors, agents, employees, or other invitees of an Owner who do not comply with this Declaration, from continuing activities in the Community without liability.

In any claim where an Owner is accused of violating the Governing Documents, and where the court determines the Owner did not commit the alleged violation:

a. The court shall grant the Owner reasonable attorney fees and costs incurred in asserting or defending the claim; and

b. The court shall not grant costs or attorney fees to the Association. Furthermore, the Association is prohibited from charging any of its incurred costs or attorney fees related to asserting or defending the claim to the Owner's account with the Association.

2. Severability. If any part of this Declaration becomes invalid by judgment or court order, or by existing law or a modification or change in the law, the invalidity shall in no way affect or limit any other provisions which shall remain in full force and effect.

3. Conflict of Provisions. In the event of any conflict between this Declaration, the Articles of Incorporation, or the Bylaws of the Association, this Declaration shall prevail, unless such provision is contrary to law. Should there be any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall take precedence. Any provision that is contrary to law shall be deemed unenforceable and void.

4. Titles. The captions and titles herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof. The use of the masculine gender shall be deemed to refer

to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

5. Interpretation. The provisions of this Declaration aim to create a consistent plan to promote its core concepts. The Board of Directors has the authority to interpret any provision in this Declaration.

6. Amendments or Revocation. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land in perpetuity and may be amended or revoked from time to time upon approval of Members holding at least fifty-one percent (51%) of the total votes in the Association. Any amendment must be recorded in the office of the Clerk and Recorder of Mesa County, Colorado, to be effective and binding. Challenges to this amendment's validity or any future amendments must be made within one (1) year of recording.

We, the undersigned, serving as the President and Secretary of Northridge Estates Property Owners Association, Inc., a Colorado nonprofit Corporation, do hereby certify that the Owners representing at least fifty-one percent (51%) of the votes allocated within the Association have duly approved this Declaration.

Northridge Estates Property Owners Association, Inc.

By: _____
Jonathan Phelps, President

By: _____
Jitka Nelb Sinecka, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Declaration was acknowledged before me on this ____ day of _____, 2025 by Jonathan Phelps and Jitka Nelb Sinecka, as President and Secretary of Northridge Estates Property Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public