

to the contrary herein, the board may determine in its sole and absolute discretion that a particular pet is dangerous or a nuisance to the Members, or that the Owner has failed to fully abide by the requirements of this provision, whereafter, the particular pet shall be prohibited within the Property and/or the Owner may forfeit all right to keep any pets upon his Lot.

Section 6.7 Garbage and Refuse. All trash and garbage shall be placed and kept in appropriate containers with lids in place at all times and shall be removed from each Lot on a regular basis no less than weekly. All such containers shall be kept in a clean and sanitary condition and shall be kept within garages or other enclosures (which enclosures are subject to Architectural Committee approval) so not to be visible except when placed at the curb on days designated for pick up. The Association may, but shall not be required, to contract for trash removal service for all the Property and the expense thereof shall be a Common Expense. In such event, every Owner shall use such service to the exclusion of any separate service.

Section 6.8 Storage Tanks; Outside Storage. No tanks for the storage of gas, fuel, oil, chemicals, or other liquids or gases shall be permitted on any Lot without Board approval. No equipment, tools, woodpiles, or other items shall be stored outside the Dwelling Unit without the approval of the Architectural Committee which may require enclosure or screening by a fence, landscaping, or berming to conceal such items from view.

Section 6.9 Nuisances. No obnoxious or offensive activity or noise of any kind, as determined by the Board in its sole discretion, shall be permitted within the Property which interferes with the undisturbed, peaceful enjoyment of Property.

Section 6.10 Operation of Motor Vehicles. No automobile, truck, motorcycle, minibike, moped, snowmobile, go-cart, or other motor-driven vehicle may be operated on any portion of the Property except upon improved streets and driveways and then only if duly licensed for use on public streets, operated by a duly licensed driver, and used for ordinary transportation and not recreational purposes.

Section 6.11 Maintenance of Improvements. Every Owner shall be responsible for regular maintenance, repair, replacement, and other upkeep of his Dwelling Unit and other Improvements upon his Lot. Such obligation shall include without limitation any fence or other Improvements made by Declarant including any fence which separates the Owner's Lot from any Common Elements or

dedicated public right-of-way, detention pond or other publicly dedicated property even if the applicable fence is located on such property and not on the Owner's Lot, but nonetheless separates the two properties and lies directly adjacent to the Owner's Lot. Every Owner shall control all weeds, debris, trash, dust, and mud, and otherwise keep his Lot clean and safe at all times. If an Owner fails to fully abide by this provision, the Association, after Notice, telephone communication or posted notification to the Owner and a reasonable opportunity which shall not exceed 48 hours to perform all necessary work, and without being deemed to have committed any trespass or similar civil or criminal act, may undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such reimbursement is owed, and together with costs of collection thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.

Section 6.12 Use of Common Elements. All use and occupancy of the Common Elements shall be subject to and governed by the Board and all Rules and Regulations. No damage or waste shall be committed to the Common Elements, nor any obstruction of the Common Elements, nor anything kept or stored on any part of the Common Elements, nor any alteration of the Common Elements, without the prior written approval of the Board.

Section 6.13 Re-Subdivision. No Lot shall be re-subdivided into smaller lots nor conveyed or encumbered by any description or amount less than the full original dimensions as conveyed by the Declarant; except, nothing herein shall prevent any separately described parcel on the Plat intended and approved for duplex purposes pursuant to the Plat and applicable zoning from being so utilized. Nor shall anything herein prevent the dedication or conveyance of portions of Lots for additional easements for public utilities or similar purposes nor conveyances correcting boundary disputes or similar problems.

Section 6.14 Easements. All utility, irrigation, drainage and other easements shown on the Plat are hereby dedicated and reserved for such purposes. All utilities shall be underground. No building or other structure shall be constructed or placed upon any easement area without Board or effective utility approval within any Lot except fences and landscaping, and then only if such fences and landscaping do not unreasonably interfere with any proper use and maintenance of any easement.

The easement area within any Lot and all fences, landscaping and other Improvements therein made by the Owner or his predecessors shall be maintained by the Owner of the Lot.

Section 6.15 Topography; Drainage. No Owner shall change the topography or drainage pattern of his Lot, including not by limitation any drainage easement areas, from the topography or drainage pattern established by the Declarant and The City of Greeley unless such change is approved by the Architectural Committee or The City of Greeley. Any Owner who in any way materially modifies the topography or drainage pattern of a Lot without such consent shall be liable for any and all damages stemming therefrom and may be required to immediately return such topography or drainage patterns to their original state. If the Owner fails to fully abide by this provision, the Association, after Notice to the Owner which may be by telephone communication or posted notification, to perform all necessary work to restore any drainage patterns, may undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association within thirty (30) days of Association's furnishing Notice to such Owner that such reimbursement is owed, and together with costs of collection thereof, attorney fees, and interest thereon, shall be a personal obligation of the Owner and a charge and lien against such Owner's Lot as provided herein for assessments.

Section 6.16 Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors and assigns involved in the development of the Property or construction of Improvements upon the Lots to perform such activities and to maintain such facilities upon any portions of the Property as may be reasonably required, necessary, or incidental to the development of the Property, the construction of Improvements, and sale of Lots, including, without limiting the generality of the foregoing, a business office, storage areas, construction yards, construction trailers and equipment, signs, model units, and sales offices; provided, however no such activity shall be performed nor facility maintained on any portion of the Property which unreasonably interferes with any Owner's use and enjoyment of, or access to, his Lot.

Section 6.17 Growing Crops. No portion of any Lot shall be used for growing or storage of any crops other than for a personal garden.

Section 6.18 Snow Removal. The Association shall be responsible for snow removal from the Common Elements. The Association shall have no duty to cause any snow removal except when the amount of accumulated snow justifies the expense of removal as determined by the Board. Each Owner shall be responsible for snow removal from his Lot.

ARTICLE VII

STREETS, DETENTION PONDS AND SIMILAR IMPROVEMENTS

Section 7.1 Construction, Maintenance, Repair and Replacement. The Declarant shall initially construct all detention ponds, drainage ways, open space, green areas and similar and related improvements to meet all standards imposed upon the Property by the City of Greeley at the time of development. Thereafter, and unless and until any such detention ponds, drainage ways, open space, green areas or similar or related improvement is dedicated for and accepted by the City of Greeley or other appropriate governmental authority for public use and/or maintenance, and the City of Greeley or other applicable authority assumes such responsibility therefor, the Association shall be responsible for operating, maintaining, repairing, and replacing all such detention ponds, drainage ways, open space, green areas and similar and related improvements within the Property as a part of the Common Elements and all costs associated therewith shall be a Common Expense. The Association shall also be responsible for the operation, maintenance or repair of any detention pond, drainage way, open space, green area or similar or related improvement which by agreement or easement it is so obligated even if not within the Common Elements or the boundaries of the Property.

Section 7.2 Landscaping within Detention Ponds. Notwithstanding Section 7.1, following the dedication of any rights-of-way and/or detention ponds within or adjacent to the Property to the City of Greeley or other applicable governmental authority, the Association shall be responsible for the maintenance, repair and replacement of all landscaping and any related sprinkling systems within such rights-of-way and detention ponds as a part of the Common Elements and all costs associated therewith shall be a Common Expense. However, following such dedication or maintenance agreement, the operation, maintenance, repair and replacement of the rights-of-way and detention ponds and all related improvements other than landscaping and sprinkling systems shall be the sole responsibility of the City of Greeley or other applicable governmental authority.

Section 7.3 Failure to Maintain. If the Association fails to maintain and repair any right-of-way, detention ponds, perimeter treatment plan, open space, or similar improvements as required by this Article or separate agreement, The City of Greeley or other applicable governmental authority may, in accordance with the provisions of any applicable agreement, contract and/or law, ordinance, or resolution, after notice as may be provided therein, undertake to maintain such Common Elements and the cost of such maintenance shall be paid by the Owners within the Property in the manner provided by any agreement, contract and/or law for collection, enforcement, and remittance of general property taxes, and shall be a priority lien upon all Association Members' Lots.

ARTICLE VIII
INSURANCE

Section 8.1 Property Insurance for Insurable Common Elements. The Association shall keep all insurable Common Elements insured against loss or damage by fire for the full insurable replacement cost thereof, and may obtain insurance against such other casualties as the Board deems desirable. The Association may also insure any other property, real or personal, owned or maintained by the Association, against loss or damage by any casualties as the Board deems desirable. The Association shall be the owner and beneficiary of any such insurance and any proceeds thereof shall be payable to the Association.

Section 8.2 Replacement or Repair of Common Elements. Any insured Common Elements which are damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (i) repair or replacement would be illegal;
- (ii) the Owners of at least eighty percent (80%) of the Lots vote not to rebuild except in the case of separate agreements which require repair and replacement; or
- (iii) a Mortgagee of the damaged portion of the Common Elements rightfully demands the insurance proceeds.

The cost of repair or replacement in excess of any insurance proceeds and available reserves shall be a Common Expense. The Association may make a special assessment to cover such excess cost. If any insurance proceeds are not used to repair/replace the Common Elements or paid to the