

I, Sheila Keimer, County Clerk and Recorder in and for the County of Mesa, State of Colorado, do hereby certify that the foregoing is a full, true and correct copy of the document Recorded in my office.



Rose Tajaya

By:
Deputy Clerk and Recorder

BOOK 1794 PAGE 277

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MONIKA TODD CLK&REC MESA COUNTY CO

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WILLOWOOD MOBILE HOME SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Jack McLaughlin Mobile Homes, a Limited Liability Company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of more than 75 percent of the dwelling units or lots in the Willowood Mobile Home Subdivision in Mesa County, State of Colorado, which is more particularly described as:

A part of the NE 1/4 NE 1/4 of Section 20, T.1 S., R.1 E. of the Ute Meridian as shown on the plat, said real property being more particularly described as follows:

Commencing at the NE Corner of said Section 20; Thence S 00°00'00" W along the east line of the NE 1/4 of said Section 20 a distance of 497.90 feet to the TRUE POINT OF BEGINNING; Thence continuing S 00°00'00" W along said east line of the NE 1/4 of Section 20 a distance of 358.78 feet; Thence N 89°58'52" W 30.00 feet; Thence S 89°27'50" W 201.66 feet; Thence S. 00°12'10" W 465.57 feet to a point on the south line of the N 1/2 NE 1/4 of said Section 20; Thence N 89°58'52" W along said south line of the N 1/2 NE 1/4 of said Section 20 a distance of 201.96 feet; Thence N 00°01'08" E 110.00 feet; Thence 283.69 feet along the arc of a curve to the right whose radius is 50.00 feet and whose long cord bears N 00°01'08" E 30.00 feet; Thence S 89°58'52" E 15.07 feet; Thence N 00°01'08" E 576.30 feet; Thence S 89°58'52" E 14.91 feet; thence N 00°01'08" E 110.00 feet; Thence S 89°58'52" E 405.00 feet to the TRUE POINT OF BEGINNING, containing 5.667 acres;

and

A part of the NE 1/4 NE 1/4 of Section 20, T.1 S, R.1 E. of the Ute Meridian as shown on the plat, said real property being more particularly described as follows:

Commencing at a point on the East line of Section 20, T. 1 S., R. 1 E., Ute Meridian, Mesa County, Colorado, which point is South 497.90 feet from the Mesa County Brass Cap in the intersection of D Road and 30 Road, marking the NE Corner of said Section 20; Thence

N. 89°58'52" W. 405.00 feet along the North line of the lands of Hackler described in the deed recorded in Book 906 at Page 605, office of the Mesa County Clerk and Recorder to the True Point of Beginning; Thence continuing N. 89°58'52" W. 912.76 feet to a 5/8" steel pin marked LS 9960 marking the NW Corner of said lands of Hackler; Thence S. 0°01'22" W. 826.30 feet to a 5/8" steel pin marked LS 9960 marking the SW Corner of said lands and being also the SW Corner of the NE 1/4 NE 1/4 of said Section 20; Thence along the south line of said lands of Hackler, S. 89°58'52" E. 882.83 feet to a 5/8" steel pin marked LS9960; Thence leaving said South line, the following courses and distances: N. 0°01'08" E. 110.00 feet; Thence N. 26°33'54" E. 33.54 feet; Thence N. 0°01'08" E. 576.30 feet; Thence S. 89°58'52" E. 14.91 feet; Thence N 0°01'08" E. 110.00 feet to the True Point of Beginning, containing 16.696 acres, more or less. Basis of all bearings is the East line of Section 20.

NOW THEREFORE, pursuant to Article XV, Section 1 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILLOWOOD MOBILE HOME SUBDIVISION previously recorded, Declarant hereby amends said covenants, conditions and restrictions and now declares that all of the property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and shall supercede all previously recorded Covenants, Conditions and Restrictions and Amendments thereto.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Willowood Homeowners Association, Inc., a Colorado Nonprofit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of that portion of Willowood Mobile Home Subdivision (as described more fully above) except all of the numbered lots; and except the streets and roads which have been dedicated to the use of the public, together with all facilities and improvements placed thereon, and any and all interests which the Association may acquire in adjacent lands, any easements granted to the Association, and the Owners, and, in general, all apparatus and installations existing for common use and all other parts of the Properties necessary or convenient to its existence, maintenance and safety, but not including lots, or dwelling units hereinabove described.

Also identified as Tract "A" park site, Tract "B" R.V. Storage, Tract "C" private open space, and Tract "D" private open space, in the plats and filings pertaining thereto, Mesa County, Colorado.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Jack McLaughlin Mobile Homes, a Limited Liability Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds of each class of members has been recorded; and

(d) the right of the Association to formulate, promulgate and publish such reasonable rules and regulations as to the use and other restriction relating to the properties as it may deem appropriate from time to time according to the Articles or By-Laws of the Association.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on June 30, 1998.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until the first conveyance of a Lot to an Owner after execution and recording hereof, the maximum annual assessment shall be Three Hundred and No/100 Dollars (\$300.00) per Lot.

- (a) From and after January 1 of the year immediately following the first conveyance of a Lot after execution and

recording hereof, to an Owner, the maximum annual assessment may be increased each year not more than 5 percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the first conveyance of a Lot following the execution and recording hereof, to an Owner, the maximum annual assessment may be increased above 5 percent by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60 percent (60%) of all the votes in each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meetings shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Dues Date. The annual assessments provided for herein shall commence

as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effective Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Restrictions. It is the Declarant's intent to create and to continue to have maintained upon the Properties a first-class neighborhood consisting of dwellings commonly referred to as mobile homes or modular homes.

Section 2. No building, fence, well or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Parking. Each Owner of a Lot should include in the plans and specification showing the location of any improvements on the subject Lot a provision therein for off-street parking for one or two motor vehicles used by the resident for transportation on a regular basis. Parking of all other vehicles shall otherwise be governed by the rules and regulations of the Association.

Section 4. Landscaping. It is the responsibility of each owner of a Dwelling Unit to landscape his Lot. Landscaping of the front and the side yards of each Lot shall be completed within ninety (90) days after the conveyance of the Dwelling Unit from the Declarant to the Owner. All remaining landscaping shall be completed within one year from the date of conveyance. If weather conditions or other conditions beyond the control of the Owner prevent the completion of the initial or remaining landscaping, each Owner shall make application to the Board of Directors for a waiver of this time limit. Each application for waiver shall contain a time certain by which the landscaping shall be completed by the Owner. Unless a written waiver is granted to an Owner, each Owner's responsibility to complete the landscaping shall continue in accordance with this Section. All waivers shall be in the discretion of the Board of Directors.

At the request of any Owner or at its own discretion, the Board or its designated committee shall review the landscaping of the Lot or dwelling unit of any Owner. The Board or committee may require the removal, transplanting or restriction of any landscaping determined to be or to become a nuisance to other owners or a threat to the structural integrity of any improvement on the Properties.

Section 5. Location of Improvements. The improvements placed on any lot hereof shall be placed so as not to interfere with any easements or required parking and shall otherwise comply with any set back requirements duly imposed.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended Declaration is recorded, after which time, it shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended during the first twenty-year period by an instrument signed by not less than 90 percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than 75 percent (75%) of the Lot Owners. Any amendment must be recorded.


Section 4. Annexation. Additional residential property and common area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of July, 1993.

JACK McCLAUGHLIN MOBILE HOMES,
A Limited Liability Company

By

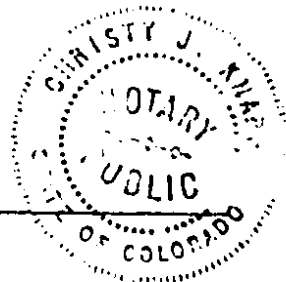

Jack McLaughlin
Member

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

On this 12 day of July, 1993, before me, Christy J. Knap, a Notary Public in and for said state, personally appeared Jack McLaughlin, Member of Jack McLaughlin Mobile Homes, a Limited Liability Company, known to me to be the person who executed the within AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILLOWOOD MOBILE HOME SUBDIVISION in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires: 7/10/93

Christy J. Knap
Notary Public



CONSENT

I, Jack McLaughlin, being the holder of a Deed of Trust of more than 75 percent (75%) of the dwelling units or lots in Willowood Mobile Home Subdivision, hereby give my consent to the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Willowood Mobile Home Subdivision.

DATE: July 1, 1993

Jack McLaughlin
Jack McLaughlin

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 12 day of July, 1993, by Jack McLaughlin.

My commission expires: 7/10/93

Christy J. Knap
Notary Public

