

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RESTATED DECLARATION, made on the date hereinafter set forth by Harvey A. Roth and Albert E. Roth, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the Town of Windsor, County of Weld, State of Colorado, hereafter referred to as Alexander Estates, which is more particularly described as:

PROPERTY DESCRIPTION

A parcel of land being all that part of the Northeast Quarter (NE1/4) of Section Thirty-one (31), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado lying South of the South line of Roth Subdivision as recorded July 25, 1969 in Book 613 as Reception Number 1534568 of the records of the Weld County Clerk and Recorder and North of the South line of the Lake Lee Lateral Canal and being more particularly described as follows:

BEGINNING at the Section Corner common to Sections 29/30/31/32-T.7N.-R.67W. as monumented by a found #6 rebar with aluminum cap stamped McRae & Short LS 7242, said Monument Type (MT) hereinafter referred to as MT#1, with the Quarter Corner common to Sections 31/32-T.7N.-R.67W. as monumented by MT#1 to bear South 01°48'06" East a distance of 2754.37 feet with all other bearings contained herein relative thereto:

#1: THENCE South 01°48'06" East along the East line of said NE1/4 a distance of 1547.71 feet (Rec. 1547.83 feet) to the Southeast Corner of said Roth Subdivision;

#2: THENCE South 89°06'20" West along said South line a distance of 30.00 feet to a point on the Westerly Right-Of-Way (ROW) line of Weld County Road (WCR) #15. Said point being the TRUE POINT OF BEGINNING:

#3: THENCE South 01°48'06" East along the Westerly ROW line of said WCR #15 a distance of 614.67 feet to a point on the South line of the Lake Lee Lateral Canal; THENCE along said South line by the following Fourteen (14)-courses and distances:

#4: South 41°49'17" West a distance of 309.28 feet;

#5: South 52°34'45" West a distance of 99.46 feet;

#6: South 70°16'19" West a distance of 209.16 feet;

#7: South 54°20'27" West a distance of 241.98 feet;

#8: South 69°58'13" West a distance of 105.69 feet;

#9: North 81°07'21" West a distance of 257.15 feet;

#10: North 84°02'58" West a distance of 137.47 feet;

#11: South 84°21'23" West a distance of 266.65 feet (Rec. 266.66 feet);

#12: South 65°59'43" West a distance of 157.66 feet (Rec. 157.63 feet);

#13: South 75°04'43" West a distance of 97.59 feet (Rec. 97.58 feet);

#14: South 85°48'40" West a distance of 160.29 feet (Rec. 160.27 feet);

#15: South 68°43'27" West a distance of 158.38 feet (Rec. 158.64 feet);

#16: South 88°11'25" West a distance of 150.94 feet (Rec. 150.92 feet);

#17: North 80°11'23" West a distance of 253.35 feet to a point on the West line of said NE1/4;

#18: THENCE North 00°42'35" West along said West line a distance of 1207.31 feet

to a point on the Westerly extension of the South line of said Roth Subdivision;

THENCE along the Westerly extension of the South line and the South line of said Roth Subdivision by the following Two (2) courses and distances:

#19: North 89°03'12" East a distance of 1285.95 feet;

#20: North 89°06'20" EST a distance of 1090.44 feet to the TRUE POINT OF BEGINNING.

Said described parcel of land contains 59.395 Acres, more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easement, restrictions, covenants and conditions 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.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Alexander Estates Home Owner Association, Inc., 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 hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

All streets, drainage facilities and subdivision entry and landscape features.

Section 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Elements, upon which a single-family dwelling may be erected in conformance with the requirement of these covenants.

Section 6. "Declarant" shall mean and refer to Harvey A. Roth and Albert E. Roth, their successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Dwelling" shall mean a building erected as a dwelling for private use, including a private garage, servants quarters and other outbuildings incidental to residential use of the premises, erected and maintained in conformity with the requirements of these covenants and designed for a single family occupancy.

Section 8. "Outbuilding" shall mean an enclosed, covered, structure, not directly attached to a single-family dwelling to which it is appurtenant.

Section 9. "Improvements" shall mean and include a dwelling as herein defined, outbuilding, fences, masonry walls, hedges, mass plantings, and other usual appurtenances now common to dwelling usage or common thereto during the existence of these covenants.

ARTICLE II

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 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 for collection in the event of a non-payment, 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.

Section 2. Purpose of Assessments. The Assessments shall be used for the purpose of maintenance, repair and upkeep of the Common Elements and Improvements and for any other maintenance obligations or common services which may be deemed necessary by the Association for the common benefit of the Lot Owners. The assessments shall be used to provide funds for insurance premiums, landscaping and care of common elements, common lighting, repairs, wages, water charges, legal and accounting fees, management fees or any other cost, expenses and fees which may be incurred by the Association for the benefit of the Lot Owners.

The Association shall keep detailed and accurate records of all its receipts and expenditures. Such records shall be available on request for examination by the Lot Owners and other with an interest, such as prospective lenders.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be Two Hundred Fifty Dollars (\$250.00) per Lot.

(a) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 8% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 8% 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 assessments 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 Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote 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 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 sixty (60%) of all the votes of 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 meeting 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 or at such other intervals as may be set by the Association, but not less than on an annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. 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 Elements. 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 thirty (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. Effect of 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 eighteen percent (18%) 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 assessments provided for herein by non-use of the Common Elements 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. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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 III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall become a member of the Association upon acquisition of the Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall pass by operation of law upon the sale of any Lot, which sale may be by deed or by installment land contract (contract for deed.)

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 vote for each Lot owned. When more than one person holds and interest in any Lot, all 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. Fractional voting shall not be permitted.

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 happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1999

Section 3. The business and affairs of Alexander Estates shall be managed by the Association and shall be governed by this Declaration and the Bylaws and published rules and regulations of the Association. The Board of Directors of the Association may act in all instances on behalf of the Association except as provided in this Declaration or the Bylaws.

Section 4. The Declarant, or persons designated by it, may appoint and remove the officers and members of the Board of Directors of the Association for a period of twenty years after this Declaration is recorded in the office of Weld County, Colorado Clerk and Recorder. After that time, the Board of Directors shall be appointed on an annual basis by the members of the Association.

Section 5. No member of the Board of Directors shall be liable to any Owner or any other person for any error, loss cost, expense or damage, including attorney's fees, suffered by the Owner as a result of any decision made by the Board of Directors unless such action is taken intentionally in bad faith or malice against any Lot Owner.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. **Architectural Control Committee.** The Architectural Control Committee shall consist of three (3) persons. The initial number of and members to the Architectural Control Committee shall be determined by the Declarants. As of the date of this Declaration, the Architectural Control Committee shall consist of Harvey Roth, Sally Roth and Dennis Messner.

Until Declarant sells or conveys all Lots owned by Declarant, Declarant shall have the right to appoint the members, or their successors, of the Architectural Control Committee. Upon the sale of all Lots owned by the Declarant, the Architectural Control Committee shall be appointed on an annual basis by the Board of Directors of the Association from among the Lot Owners. After the sale of all Lots owned by the Declarant, and in the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have the authority to designate a successor.

Section 2. Two (2) complete sets of plans and specifications with complete details shall be furnished to the Architectural Control Committee for approval. All plans must be complete, legible and understandable. Plans must be prepared to comply with all local building official requirements. The Architectural Control Committee has the right to reject the plans and specifications if they, in their sole discretion, find them to be incomplete or insufficient.

Section 3. Architectural Control Conditions.

(a) **LAND USE AND DESIGN.** No structure shall be erected, altered, placed or permitted to remain on any building site other than one single-family dwelling with attached garage for private use except as allowed in writing by the Architectural Control Committee. Garages shall be a minimum of a two car garage.

(b) **DWELLINGS AND OUTBUILDINGS.** No dwelling shall be erected, placed, or altered on any Lot, nor shall any wall, fence, or other enclosure, deck, patio, porch, solar collector, outbuilding or other improvement, be located thereon, until construction plans and specifications, including, without limitation, exterior colors for painted and stained surfaces, plot plan and configuration, drainage plans, height, size and square footage of improvements, have been submitted to and have been approved by the Architectural Control Committee, in its sole discretion, as to quality of workmanship and materials, harmony of design with surrounding structures, exterior colors, location with respect to topography and grade. Any exterior addition to or change or alteration, including repainting any improvements a different color must be submitted to and approved in writing as to harmony of external design by the Architectural Control Committee.

All roofs and roofing materials must be approved by the Architectural Control Committee in its sole discretion.

Construction of a dwelling, once commenced, shall be completed within eighteen (18) months. Other construction, once commenced, shall be completed within six (6) months.

Overall site planning and grading of each Lot shall be subject to the approval of the Architectural Control, in its sole discretion.

The Committee shall approve or disapprove such design and location, in writing, within thirty (30) days after complete plans and specifications have been submitted. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after complete plans and specifications have been submitted, approval will not be required and this article will be deemed to have been fully complied with. Any improvements made by the Declarant shall be exempt from the provisions and requirements of this Article IV relating to architectural control and approval.

No member of the Architectural Control Committee shall be liable to any Owner or any other person for any error, loss, cost, expense or damage, including attorney's fees, suffered by Owner as a result of any decision made by the Architectural Control Committee unless action is taken intentionally in bad faith or malice against any Lot Owner.

(c) **FLOOR AREA.** The minimum finished floor area for a single-family dwelling is recommended to be not less than 1,500 square feet for a ranch-style residence, and 2,200 square feet for multi-floor residence exclusive of garage, carport, open porches or basement. The Architectural Control Committee shall determine the minimum finished area size requirements.

(d) **FENCES.** No fence shall be constructed on any Lot unless such fencing, the size, color, material thereof have been approved, in writing by the Architectural Control Committee. All fences shall be maintained in good repair.

(e) **ANIMALS.** Domestic household pets may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial use. The Association may, at its sole discretion, limit the number of household pets which may be kept upon any Lot. Two large domestic animals shall be permitted per Lot. Large domestic animals shall be limited to horses, ponies, mules, donkeys, sheep, calves and Llamas. Each Owner of a pet or animal shall be responsible for the prompt cleanup and removal of such pet's excrement from his or her Lot.

(f) **UNUSED VEHICLES.** Unused automobiles or other vehicles including by example and not limitation, campers, trailers, horse trailers, boats, mobile homes, buses, trucks and recreational vehicles shall not be stored or parked on any street or on any Lot or parcel of the property, except in garages or screened areas. The term "unused vehicle" shall mean and refer to any vehicle which has not been driven under its own propulsion for a period of two (2) weeks or longer.

(g) **HOME OCCUPATION.** No Owner may use their residences for in-home businesses, unless otherwise approved in advance by the Architectural Control Committee in its sole discretion, which approval can be revoked by the Architectural Control Committee in its discretion at any time. No sign, advertisements, billboards, or advertising structures of any kind, except one standard 18" x 24" real estate for sale sign per Lot, may be erected or maintained upon any of the building sites. No tanks for storage of gas, fuel oil, or any other matter shall be erected, placed or permitted above the surface upon the building sites.

(h) **APPEARANCE AND MAINTENANCE.** Each Lot at all times shall be kept in a clean, sightly and attractive condition. Each Owner shall cut and control all grass and other vegetation growing on his or her Lot, whether vacant, occupied, under construction or fully improved, and shall otherwise maintain and care for all landscaping on his or her Lot. Each Owner of a Lot shall be responsible for keeping shrubs, trees and other plantings on such Lots in an attractive condition. No trash, litter, junk, boxes, containers, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from neighboring Lots or streets, except as necessary during construction period. All woodpiles or storage piles shall be screened.

(i) **GARBAGE AND REFUSE.** All rubbish, trash, garbage and other waste materials shall be disposed of in a neat and sanitary manner and shall be removed from each Lot on a regular basis and shall not be allowed to accumulate on any Lot. All containers or other equipment for the storage or disposal of garbage and trash shall be kept within garages or screened areas, except during days designated for pickup and disposal.

(j) **ANTENNAE.** No outside radio or television antennae or satellite dishes shall be permitted on any Lot unless approved by the Architectural Control Committee at its sole discretion. No electronic devices or systems causing unreasonable electrical interference with radio or television receivers located within a Residence upon any Lot shall be placed or maintained on any Lot.

(k) **SOLAR PANELS AND COLLECTORS.** The use of solar energy is to be encouraged. However, all solar panels or collectors, if added to a single-family dwelling, shall be mounted flush to the existing building surfaces. For new construction, such panels or collectors shall be incorporated into the initial building design. All solar applications shall require the written approval of the Architectural Control Committee.

(l) **NUISANCES.** No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an unreasonable nuisance or annoyance to other Owners. No mining or extraction of minerals shall be permitted on any Lot.

(m) **TEMPORARY STRUCTURES PROHIBITED.** No structure of a temporary character including, trailers, mobile homes, tents, campers, shacks, garages, barns, or outbuildings shall be used on any Lot for human habitation, temporarily or permanently.

(n) **BUILDING LOCATION.** No residence or other structure shall be constructed or placed upon any Lot until plans and specifications showing the nature, kind, shape, height and materials, and a plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to the location of improvements on the building site, by the Architectural Control Committee. No building housing domestic animals may be located within 35 feet of any property line and such buildings may not be located closer than 75 feet from any residential dwelling.

(o) **SIGHT DISTANCES AT INTERSECTIONS.** No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations above two (2) feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines. Unreasonable obstruction of visibility relative to traffic is prohibited.

(p) **RESUBDIVISION.** No building site shall be resubdivided into smaller building sites, nor conveyed or encumbered in any less than the full original dimensions as originally conveyed. This restriction shall not prevent the conveyance or encumbrance of adjoining or continuous Lots or parts thereof in such manner as to create parcels of land having a greater area than the area on either of the building sites shown on the Plat of Alexander Estates from which such parcels are created. Nothing herein contained shall prevent the dedication or conveyance of portions of building sites for additional easements for public utilities.

(q) **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are shown on the Plat. These easement areas shall be kept free of all obstructions including buildings and other Lot improvements except fences. The easement area in each Lot shall be maintained continuously by the Owner of the Lot.

(r) **TREES.** Each Lot Owner is required to plant at least three (3) 2-1/2" diameter shade trees on their property after a water tap has been installed.

ARTICLE V

STREET MAINTENANCE AND RESTRICTION

The Association shall maintain, repair and reconstruct the streets to be constructed within Alexander Estates. Assessments for such maintenance shall be made in the manner set forth herein for maintenance of the Common Elements. All provisions set forth in Article II with respect to assessments for the maintenance of the Common Elements shall apply equally to assessments made for road maintenance except that the maximum assessment for Common Elements shall not apply to road maintenance and assessments made for Common Elements shall not preclude in any way the right to make assessments for street purposes. This street maintenance covenant shall be perpetual unless specifically released by the Town of Windsor. In the event of a failure to maintain the street, the Town of Windsor may proceed as provided in the Town of Windsor's "Memorandum of Agreement for Public Improvements" for Alexander Estates.

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 by 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 way affect any other provisions which shall remain in full force and effect.

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

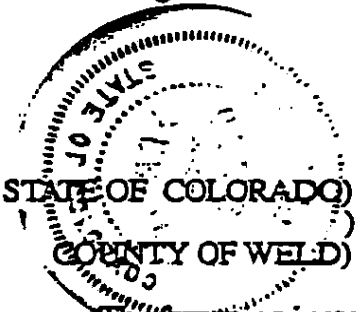
Section 4. Annexation. Additional residential property and Common Elements may be annexed to the properties with the consent of two-thirds (2/3) of each class member.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand and seal this 23 day of August, 1995.

Declarants:

Harvey A. Roth
Harvey A. Roth

Albert E. Roth By Harvey Roth P.C.
Albert E. Roth



STATE OF COLORADO)
) SS.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 23 day of August, 1995, by Harvey A. Roth and Albert E. Roth, individually.

Witness my hand and official seal.

My Commission expires May 8, 1998

Sally Roth
Notary Public

**RULES AND REGULATIONS
FOR
THE ALEXANDER ESTATES HOMEOWNER'S ASSOCIATION**


EFFECTIVE: December 9, 2004

1. Introduction: The Board of Directors (the "Board") of Alexander Estates Homeowner's Association, a Colorado non-profit corporation (the "Association") acting pursuant to Colorado law, has enacted the following Rules and Regulations effective as of the date set forth above. These Rules and Regulations supercede any previously adopted Rules and Regulations on the same subject matter.


The current Rules and Regulations are intended to cancel the Rules and Regulations adopted October 4, 2001, on the subject of screening. These current Rules and Regulations revert back to the original requirements concerning screening founding in the Declaration of Covenants, Conditions and Restrictions, dated August 23, 1995, for Alexander Estates.

This Board cancels the special rule concerning screening adopted October 4, 2001, because the Board believes that it puts an undue burden on the homeowner, adds restrictions to the original covenants and may be unenforceable. The restrictions contained in the original CC&Rs will apply (Reference Article IV, section 3(f) and section 3(h)).

2. Adoption: These current Rules and Regulations are adopted by unanimous vote on December 9, 2004.



Nick Zenser, President



Rocky Caivano, V.P.



Steve Leroux, Secretary/Treasurer

**RULES AND REGULATIONS
FOR
THE ALEXANDER ESTATES HOMEOWNERS' ASSOCIATION**

EFFECTIVE: October 4, 2001

1. **Introduction.** The Board of Directors (the "Board") of Alexander Estates Homeowners' Association, a Colorado non-profit corporation (the "Association") acting pursuant to Colorado law, has enacted the following Rules and Regulations effective as of the date set forth above. These Rules and Regulations supercede any previously adopted Rules and Regulations on the same subject matter.

These Rules and Regulations are intended to clarify the following item regarding the Declaration of Covenants, Conditions and Restrictions, dated August 23, 1995, for Alexander Estates.

2. **Screening.** As used in the Declaration of Covenants, Conditions and Restrictions (CC&R's) in Article IV, section 3(f), section 3(h) and any other applicable uses, screening shall be understood to have the following meaning. Screening shall completely hide from view any objects placed within its enclosure or area. Any screening which does not achieve this objective will not be acceptable under these rules and regulations or the CC&R's. This shall include views from any direction, any dwelling including upper story living areas, and any common area including roadways. Views not to be considered are those of the Home Owner of said screened area. Materials used to build the screening must meet the same criteria as set forth in Article IV, section 3(b) for dwellings and outbuildings. No plant material may be used to provide screening.

3. **Adoption.** These Rules and Regulations are adopted by unanimous vote on October 4, 2001 as motioned by Sharon Moritz, President and seconded by Bob Morrison, Vice President.


Sharon Moritz, President


Bob Morrison, Vice President


Tim Kent, Sec./Treas.

Board Procedure for Review of Complaints Concerning Covenants

Homeowners initiating complaints to the board concerning covenant violations must first attempt to resolve the issue with the neighbor the complaint is against. Problems can frequently be resolved more easily neighbor to neighbor and before the complaint becomes formalized to the Board. The Board will expect a good faith effort to resolve the issue before considering a complaint.

Complaints to the Board must be in writing and specifically address which lot and homeowner is in violation and how the covenants are being violated. The written complaint must address what efforts have been made to resolve the issue.

The Board intends that this will be an open process and that all correspondence, the identity of the complainant and the nature and location of the complaint will be open to association members.

Complaints regarding town or police matters should be addressed to the appropriate authorities. This is not the role of the association.

The Board will attempt to informally reach a compromise on the issue with the homeowner charged with the violation. Formal Board action will be a last resort, if used at all.

The Board continues subscribe to the original "Board Policy Concerning Covenants" presented in January 1999. That policy is as follows:

"That the covenants are established to protect the homeowners and that they will be enforced. That being said, the Board agrees with Harvey and Sally Roth's original philosophy for the subdivision – that the covenant restrictions be kept to a minimum so the homeowners can enjoy a relaxed country lifestyle.

The Board does not want to be "picky" and hopes that all homeowners will respect the covenants and other homeowners"