

**FIRST SUPPLEMENTAL DECLARATION**

**FOR**

**ANNEXED PROPERTY TO**

**MEADOW VALE FARM (A PLANNED COMMUNITY)**

**AND**

**MEADOW VALE FARM COMMUNITY ASSOCIATION**

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**FOR**

**MEADOW VALE FARM  
(A PLANNED COMMUNITY)**

**AND**

**MEADOW VALE FARM COMMUNITY ASSOCIATION**

This First Supplemental Declaration is made this 30<sup>th</sup> day of May 1997, by MEADOW VALE FARM INC., a Colorado corporation (hereinafter referred to as "Declarant")

**PREAMBLE**

A. Declarant is the Owner of the Annexed Property described hereafter in this Supplemental Declaration.

B. The Annexed Property is part of the Annexable Area under the Declaration described hereinafter which is being subdivided and improved as a common interest community to be known as Meadow Vale Farm in accordance with the Declaration. In furtherance of the Declaration described hereinafter, Declarant intends to improve, own and convey the Annexed Property in accordance with the terms of the Declaration. The owners who own Lots in the Annexed Property shall be subject to the provisions of the Declaration as described hereinafter, and this Supplemental Declaration.

C. The Declarant caused be recorded on the 12<sup>th</sup> day of May 1997 in Book 1605 under Reception No.2547525 the second filing of Meadow Vale Farm which is a Subdivision Plat approved by Weld County, which designates the Lots that are being created in the annexed property.

D. Pursuant to Article II of the Declaration, Declarant wishes to designate the Annexed Property and to impose additional covenant conditions, restrictions and reservations on the property, as hereinafter described.

THEREFORE DECLARANT HEREBY DECLARES AS FOLLOWS:

## **ARTICLE I**

### **DEFINITIONS**

#### ***Section 1 - General.***

Unless as the context otherwise requires and unless expressly provided herein, the capitalized terms in this Supplemental Declaration shall have the same meaning as any similarly capitalized term defined in the Declaration. The following words and phrases when used in this Supplemental Declaration shall have the same meaning hereinafter specified.

#### ***Section 2 - Annexed Property No. 1.***

"Annexed Property" shall mean the real property described in "Exhibit A" attached hereto. The Annexed Property shall be known as "Annexed Property No 1." The Annexed Property includes all rights and easements, if any, appurtenant to the real property described in "Exhibit A" attached hereto.

The use and enjoyment of any of such rights and easements by any person shall be subject to the terms and provisions of this Supplemental Declaration.

#### ***Section 3 - Common Area.***

"Common Area" shall mean and refer to all Real Property and Improvements owned or leased by Meadow Vale Farm Community Association.

#### ***Section 4 - Declaration.***

"Declaration" shall mean the original Declaration of covenants dated June 4, 1996, recorded June 4, 1996, at Reception No. 2494531, Book 1550 of the real estate records of the Clerk and Recorder of Weld County, Colorado. Declaration shall also refer to the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Meadow Vale Farm dated August 15, 1996, recorded October 23, 1996, at Reception No. 2517105, Book 1573 of the real estate records of the Clerk and Recorder of Weld County, Colorado.

#### ***Section 5 - Related User.***

"Related User" shall mean any member of the Common Household Group of an Owner who resides with such Owner; guests and invitees of an Owner; employees of an Owner; and occupants, tenants and

contract purchasers residing in a Residential Home of an Owner who claim by, through or under an Owner.

***Section 6 – Residential Home.***

“Residential Home” shall mean a residential building designed for occupancy by a Common Household Group on a Lot but excluding any accessory building or garage.

***Section 7 – Restrictions.***

“Restrictions” shall mean covenants, conditions, restrictions, limitations, reservations, exceptions and equitable servitudes affecting real property.

**ARTICLE II**

**ANNEXATION TO COMMUNITY ASSOCIATION AREA**

***Section 1- Declaration.***

Declarant, as the present owner thereof, for itself, its successors and assigns, hereby declares that the Annexed Property shall be part of the Community Association Area under the Declaration and shall be subject to the Declaration, and that the Annexed Property, and each part thereof, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the Restrictions and other provisions set forth in the Declaration and this Supplemental Declaration, for the duration thereof.

***Section 2 - General Plan***

This Supplemental Declaration is hereby established as a part of, pursuant to and in furtherance of a common and general plan in accordance with the Declaration for the improvement and ownership of the Annexed Property and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Annexed Property.

***Section 3 - Equitable Servitudes.***

The Restrictions set forth in the Declaration and this Supplemental Declaration are hereby imposed as equitable servitudes upon each Lot, Community Association Property and other parcel of property within the Annexed Property, as a servient tenement, for the benefit of each and every other Lot, Community

Association Property or other parcel of property within the Community Association Area, as the dominant tenements.

***Section 4 - Restrictions Appurtenant.***

The Restrictions set forth in the Declaration and this Supplemental Declaration shall run with and shall be binding upon of the Annexed Property and each Lot and any Community Association Property therein and shall inure to the benefit of, (a) the Annexed Property, (b) Declarant and its successors and assigns, (c) the Community Association and its successors and assigns, (d) all Persons having or acquiring any right, title or interest in all or any portion of the Annexed Property and their heirs, personal representatives, successors, and assigns.

***Section 5 - Residential Lots.***

Each Lot within the Annexed Property is hereby designated, as a Lot as defined in the Declaration.

***Section 6 – Annexed Property Constitutes Assessment Area.***

The Annexed Property is hereby declared to be a separate Assessment Area under the Declaration and is hereby assigned as Assessment Area No.2. The Common Assessments for the Annexed Property shall commence as to each Lot in the Annexed Property as provided in the Declaration.

**ARTICLE III**

**COMMUNITY ASSOCIATION PROPERTIES**

***Section 1 – Members Rights of Use and Enjoyment.***

Subject to the provisions of the Declaration, each Owner of a Lot within the Annexed Property shall have a nonexclusive right and easement for use and enjoyment of services provided by the Community Association and of any Community Association Properties. Such right and easement shall be appurtenant to and pass with the title to each Lot of such Member.

***Section 2 – Delegation of Right of Use.***

A Member who owns a Lot in the Annexed Property may delegate that Member's nonexclusive rights and easements for use and enjoyment of the services provided by the Community Association to, (a) any tenant who occupies a Residential Home on the Lot of that Member; (b) any contract purchaser who occupies a Residential Home on the Lot of that Member; (c) any Person who is part of the Common

Household Group with an Owner, tenant, or contract purchaser who occupies a Residential Home on the Lot of that Member; (d) if an Owner is a corporation, partnership or other such entity, such reasonable number of officers, directors, partners, shareholders, members or other natural persons with an interest in such Owner who occupy a Residential Home on the Lot as may be permitted by the Rules and Regulations adopted by the Community Association and members of the Common Household Group of such Persons; and (e) guests of an Owner, tenant, contract purchaser or member of a Common Household Group to the extent permitted by such Rules and Regulations. Mortgagees and other Persons holding an interest in a Lot in the Annexed Property as security for a debt or for performance of an obligation shall not be entitled to use and enjoy Properties or services of the Community Association prior to the time such Person forecloses its security interest and becomes an Owner of such Lot. A Member who does not reside on or occupy a Residential Home on a Lot shall not be entitled to use and enjoy Community Association Properties and services of the Community Association, if a tenant or contract purchaser who is occupying the Residential Home on such Lot and is, in accordance with the forgoing, entitled to use and enjoy Community Association Properties and such services derived from such Member. Other Persons may be entitled, from time to time, to use Community Association Properties on a temporary basis, in accordance with the Rules and Regulations adopted under, and subject to the Provisions of, the Declaration.

## **ARTICLE IV**

### **AMENDMENT OF SUPPLEMENTAL DECLARATION**

#### ***Section 1 – Amendment of Supplemental Declaration.***

This Supplemental Declaration, and any provisions or restrictions contained in this Supplemental Declaration, may be amended or repealed at any time and from time to time by obtaining the necessary written approvals of the membership of the Community Association as is set forth in the Declaration of Covenants, Conditions and Restrictions for Meadow Vale Farm, a Planned Community, or as are set forth in the Colorado Common Ownership Interest Act, as that statute presently reads or is subsequently amended by the Colorado Legislature.

IN WITNESS WHEREOF, Dedarant has executed this Supplemental Declaration the day and year first above written.

MEADOW VALE FARM, INC.  
a Colorado corporation,

