



TOWN BOARD AGENDA

Wednesday, December 11, 2024 at 5:00 PM

MEETING LOCATION
1201 Broad Street, Meeting House, Milliken, CO 80543

Zoom Meeting Details

To Join via Zoom

<https://us02web.zoom.us/j/82545464848?pwd=bGlxekNFMtyRGVCek1OVtBla28xQT09>

1. Joint Meeting with the Centennial Farms HOA

a. Related Documents

Matthew Gould, Town Attorney, Jon Rabas , Streets and Facilities Directors

ACCOMMODATION NOTICE

The Town of Milliken complies with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 guidelines. Ensuring the public's access to and participating in public meetings is a priority for the Town of Milliken. In the event you are in need of a reasonable accommodation in order to attend or participate in a public meeting conducted by the Town of Milliken, please contact the Town Clerk, Caree Rinebarger at (970) 660-5045 within 3 to 5 days before the scheduled meeting date in order to allow the Town to better accommodate your request.

NOTE

Headings in this agenda are for organizational purposes only. The board of trustees may take formal action on any matter reasonably related to any item listed under any section of this agenda. Town of Marble v. Darien, 181 P.3d 1148 (Colo. 2008); Benson v. McCormick, 578 P.2d 651 (1978).

Contact: Caree Rinebarger, Town Clerk (CRinebarger@town.milliken.co.us
970-587-4331) | Agenda published on DATE at TIME

Centennial Farms

Special Meeting with the Mayor of Milliken Agenda

November 1st, 2024

Town of Milliken – Town Hall

1. Sprinkler System Concerns

We are experiencing significant issues with water pressure in our community, as we are the last in line for service. This has negatively impacted the maintenance of our landscape and contributed to the disrepair of turf lawns in our open spaces and parks.

2. Ditch Maintenance and Silt Buildup

We have ongoing concerns about silt buildup in the ditches caused by runoff from adjacent farmland. Despite multiple attempts to address this with the city, we have been informed that the issue stems from the developer's inadequate silt trap installation. The land owner of the farm is also the developer that built the community.

3. Outlot E Maintenance Responsibility

Outlot E was transferred to the Town of Milliken during development, with the understanding that the community would maintain it until further arrangements were made. While the town maintained this outlot through 2023, we were recently informed that the responsibility has now shifted to the community following a culvert clean-out issue. The current board believed the town was responsible due to prior maintenance.

4. Financial Impact of Ditch Cleanouts

Over the past 2-3 years, our community has incurred over \$100,000 in expenses to clean out ditches, primarily due to issues arising from town properties and the town's negligence regarding silt mitigation from neighboring farms.

5. Damage from Town Vendors

Vendors working for the town have caused significant damage to community property, often with little to no notice to residents. The association has had to spend thousands of dollars to repair this damage, only to be told that the vendors have permission to perform such work based on agreements with the town.



BENDELOW

LAW OFFICE LLC

EDWARD "TED" M. BENDELOW
tedbendelow@bendelow.net

July 17, 2023

Town of Milliken
1101 Broad Street
Milliken, CO 80543

Dear Sir or Madam:

I am writing on behalf of my client, the Centennial Farms Homeowners' Association (HOA) concerning silt that is damaging my clients' property. The Centennial subdivision is generally between County Road 21 ½ and 23, and is bounded on the North by County Road 46. There is a swale along the northside of the HOA property, which runs east and west; it is owned by the HOA. C.R. 21 ½ runs north and south between the HOA property and the adjoining property to the west. There is a culvert, constructed by the Town of Milliken, which runs east and west, under C.R. 21 ½, exiting on the HOA property. Historically, Milliken has periodically cleaned out this culvert, to remove the silt that has collected there.

THE PROBLEM

The basic problem is the tailwater from the farm irrigation on the adjoining property to the west carries silt through the culvert and deposits it in/on the swale. Over time, the water has deposited substantial amounts of silt on the HOA swale. The silt buildup was so substantial that the HOA spent \$49,296.00 to clean the swale, which it looks to be reimbursed by Milliken.

THE EASEMENT

The Town of Milliken currently has two easements of concern. One is Right of Way Easement that runs along C.R. 46, east of the HOA property. *See Exhibit 1.* This easement specifies that the Grantee (Town of Milliken), has a "perpetual Easement is hereby granted and conveyed to the Town for the purposes of surveying, locating, installing, constructing, reconstructing, inspecting, upgrading, using, operating, repairing, maintaining, and extending from time to time surface, overhead, and/or underground utilities and for roads, including, but not limited to, water, sewer, drainage, streets, curbs, gutters, and sidewalks (Improvements) on, over or under Easement location ... Grantor grants the Town the right to use the roads or driveways on the lands of the Grantor, whether public, private, or dedicated, to install and maintain the easement."

A second, Non-Exclusive Easement for a different, nearby property has language relevant to the issues *See Exhibit 2.* This easement specifies that the Grantee (Town of Milliken), has a "perpetual, non-exclusive easement for purpose of storm water drainage, including the installation, operation, repair, maintenance, and replacement of drainage facilities, including channels and

July 17, 2023

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berms...". This easement also specifies that the Grantee (Town of Milliken), "shall bear full responsibility for the maintenance and operation of the improvements installed pursuant to this grant."

THE FUTURE

The HOA anticipates a major expense of \$55,000 next year to address the silt buildup since the last cleaning by Milliken, and the HOA looks to Milliken for this expense. Further, the HOA looks to Milliken to adopt the easement for the swale area between C.R. 21 ½ and 23 and to undertake the maintenance of the swale as the easement requires. Language from the Non-Exclusive Easement would be included in the new easement. Should Milliken decline the easement and its obligations, the HOA is prepared to stop the flow of water through the culvert.

CONCLUSION

The HOA looks forward to cooperatively resolving this ongoing problem by agreement, but it's prepared to take such additional actions as the situation demands.

Please respond within seven business days.

Respectfully,

BENDELOW LAW OFFICE, LLC

A handwritten signature in black ink, reading "Edward Bendelow". The signature is written in a cursive, flowing style with a long horizontal line extending from the end.

Edward M. Bendelow



RIGHT-OF-WAY EASEMENT

Lot Holding Investments, LLC whose address is 3026 4th Avenue, Greeley, CO 80632 (hereinafter "Grantor") for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Town of Milliken, a Colorado municipal corporation, whose address is 1101 Broad Street, Milliken, Colorado 80543 and whose post office address Drawer 290, Milliken, Colorado 80543, (hereinafter the "Town") and its successors and assigns, a perpetual easement (Easement) upon the particularly described lands of the undersigned being located in the county of Weld, state of Colorado, with the Easement location being described as Easement B on Exhibit A attached hereto and depicted as Easement B on Exhibit B attached hereto.

The perpetual Easement is hereby granted and conveyed to the Town for the purposes of surveying, locating, installing, constructing, reconstructing, inspecting, upgrading, using, operating, repairing, maintaining, and extending from time to time surface, overhead and/or underground utilities and for roads, including, but not limited to, water, sewer, and drainage, streets, curbs, gutters, and sidewalks (Improvements) on, over or under the Easement location;

Attendant to the Easement, the Town is granted the right and authority for the purposes of cutting, mowing, trimming, or controlling by chemical means, from time to time, trees, bushes and shrubbery located within ten (10) feet of the centerline of the easement location and to cut down all encroaching or dangerous trees or vegetation in or adjacent to the Easement location as may, in the opinion of the Town, negatively impact the Improvements, use of the easement or other facilities of the Town;

Grantor agrees to keep the area within ten (10) feet of the centerline of the easement free of buildings, structures, fences, piles of earth, rubbish, debris or other improvements, substances or materials and shall not in any way interfere with the Town's use of the Easement. Grantor agrees it will not impound or cross the Easement with water or any other substance without the prior written permission of the Town;

The obligations of Grantor contained in this Easement shall constitute a covenant which shall run with and burden the land, shall bind all future owners of the land, and shall be enforceable against Grantor, and Grantor's heirs, administrators, successors, and assigns by the Town and its successors and assigns;

To the extent practicable, and to the extent not occupied by the improvements described herein, the Town shall restore the surface of the Easement area to the pre-construction condition;

Grantor grants the Town the right to use the roads or driveways on the lands of the Grantor, whether public, private or dedicated, to install and maintain the Easement.

Grantor further agrees that all facilities installed by or for the Town shall remain the property of the Town, removable at the discretion of the Town;



2941813 04/10/2002 04:17P JA Suki Tsukamoto
2 of 4 R 20.00 D 0.00 Weld County CO

Grantor shall not grant any other easement, right-of-way, permit, or license upon, under, or over said property without the prior written consent of the Town. The failure to enforce all or any portion of this easement by the Town shall not be deemed acquiescence or waiver by the Town of any of its hereby expressed rights;

Grantor warrants that it is the owner in fee of the above-described lands and will defend the title thereto against all claims, and that said lands are free and clear of encumbrances and liens of whatsoever character except the following: None.

IN WITNESS WHEREOF the undersigned has set its hand and seal this 6th day of September, 2001.

GRANTOR

By: Bret Hall
Bret Hall, Manager

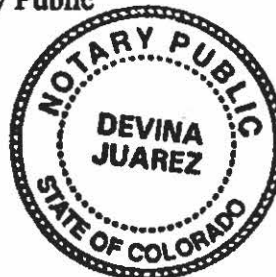
STATE OF COLORADO)
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 6th day of September, 2001 by Bret Hall as Manager of Lot Holding Investments, LLC.

WITNESS my hand and official seal

My commission expires: My Commission Expires July 18, 2004

Devina Juarez
Notary Public





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3 of 4 R 20.00 D 0.00 Weld County CO

EASEMENT B

LEGAL DESCRIPTION:

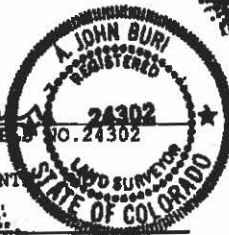
A DRAINAGE, UTILITY AND STREET EASEMENT ACROSS A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13, WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 13 BEARS NORTH 89°25'40" EAST, A DISTANCE OF 2633.18 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE ALONG SAID LINE NORTH 89°25'40" EAST, A DISTANCE OF 350.85 FEET TO THE NORTHEAST CORNER OF LOT 2, WAGNER SUBDIVISION, RECEPTION NO. 2772238, RECORDED JUNE 2, 2000 IN THE WELD COUNTY RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 2 SOUTH 00°34'20" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 46 AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°25'40" EAST, A DISTANCE OF 2282.12 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 13, WHENCE THE NORTH ONE-QUARTER CORNER OF SAID SECTION 13 BEARS NORTH 00°11'02" WEST, A DISTANCE OF 30.00 FEET; THENCE ALONG SAID EAST LINE SOUTH 00°11'02" EAST, A DISTANCE OF 66.53 FEET; THENCE NORTH 89°01'36" WEST, A DISTANCE OF 44.41 FEET; THENCE NORTH 00°58'24" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°01'36" WEST, A DISTANCE OF 151.52 FEET; THENCE NORTH 89°36'26" WEST, A DISTANCE OF 252.88 FEET; THENCE SOUTH 89°25'40" WEST, A DISTANCE OF 962.33 FEET; THENCE SOUTH 88°50'10" WEST, A DISTANCE OF 871.76 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, WAGNER SUBDIVISION; THENCE ALONG SAID EAST LINE NORTH 00°34'20" WEST, A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.064 ACRES.

A. John Buri
A. JOHN BURI, COLORADO REG. NO. 24302
FOR AND ON BEHALF OF
ROCKY MOUNTAIN CONSULTANTS
DATE: 7-2-01



SHEET 2 OF 3
6-25-2001 BEB

R:\0635_080\PLANNING\LEGALS\SUMFIELD_9.WPD

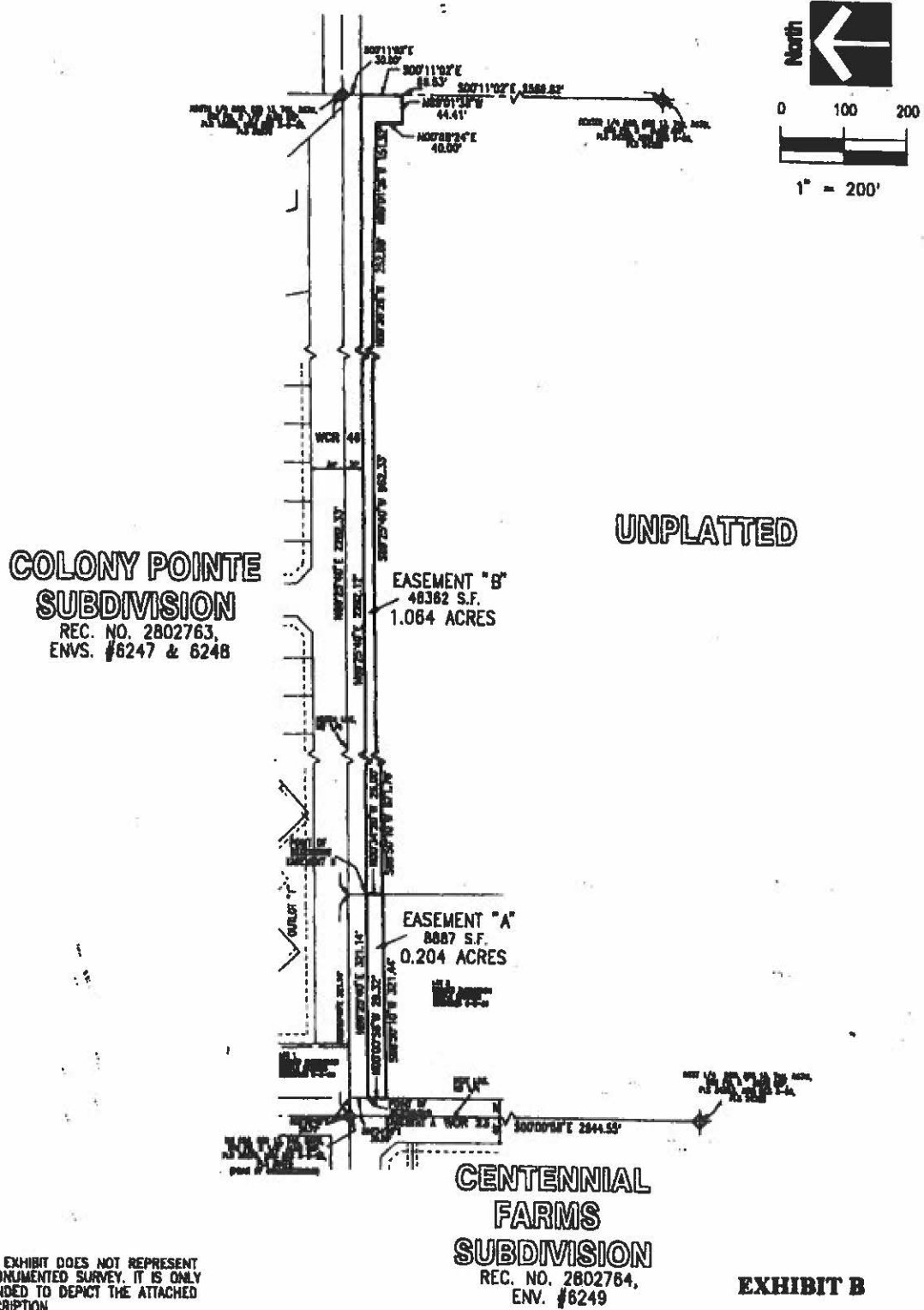
EXHIBIT A

CIVIL AND ENVIRONMENTAL ENGINEERING • PLANNING



2941813 04/10/2002 04:17P JA Suki Tsukamoto
4 of 4 R 20.00 D 0.00 Weld County CO

A DRAINAGE, UTILITY AND STREET EASEMENT LOCATED IN THE NORTHWEST
QUARTER OF SECTION 13, T4N, R67W, 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO.



THIS EXHIBIT DOES NOT REPRESENT
A MONUMENTED SURVEY. IT IS ONLY
INTENDED TO DEPICT THE ATTACHED
DESCRIPTION

RMC ROCKY MOUNTAIN CONSULTANTS INC.
200 DELAWARE AVE., SUITE 200, LOVELAND, CO 80501
(970) 666-6666 FAX (970) 666-6666 WWW.ROCKYMOUNTAINCONSULTANTS.COM

REVISED: _____
DATE: 8-22-01
JOB. NO.: 80-06360-50-00

PLOTTED: Mon Jun 25 14:51:05 2001 C:\GCS\2005\PLANNING\LEGALS\SLIP - EXHIBIT.B



2830062 03/06/2001 04:22P JA Sukl Tsukamoto
1 of 4 R 20.00 D 0.00 Weld County CO

062



GRANT OF NON-EXCLUSIVE EASEMENT

THIS GRANT OF NON-EXCLUSIVE EASEMENT is made February 19, 2001, by and between **LOT HOLDING INVESTMENTS, LLC**, a Colorado limited liability company, whose legal address is 3026 4th Avenue, Greeley, Colorado 80631 (hereinafter referred to as "Grantor"), and the **TOWN OF MILLIKEN**, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 1101 Broad Street, Milliken, Colorado 80543 (hereinafter referred to as "Grantee").

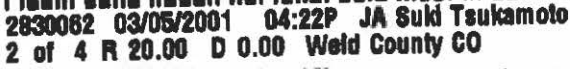
WITNESSETH

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee a perpetual, non-exclusive easement for the purpose of storm water drainage, including the installation, operation, repair, maintenance and replacement of drainage facilities, including channels and berms, such easement being on, over, under and across the real property described in Exhibit A attached hereto;

Together with all the rights and privileges that are necessary and incidental for the reasonable and proper use of such easement;

Subject to the following terms and conditions:

1. This easement is not exclusive. Grantor and Grantor's successors and assigns shall have the right to use and occupy the easement area for any purpose not inconsistent with Grantee's full enjoyment of the rights hereby granted.
2. Grantor shall not place, erect or construct, or allow to be placed, erected or constructed on the easement area any equipment or structure or other improvement whatsoever which may interfere with Grantee's full use and enjoyment of the rights hereunder.
3. Insofar as practicable, and to the extent not occupied by the improvements permitted hereunder, Grantee shall restore the surface of the easement area to the condition that existed immediately prior to the commencement of any surface disturbing activities permitted hereunder.
4. Grantee acknowledges that, as between Grantor and Grantee, Grantee shall bear full responsibility for the maintenance and operation of the improvements installed pursuant to this grant. With respect to any subdivision public improvements to be constructed by Grantor, this paragraph shall apply only upon final acceptance by the Town of Firestone of such public improvements.



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2830062 03/05/2001 04:22P JA Suld Tsukamoto
3 of 4 R 20.00 D 0.00 Weld County CO

Premiere Building
825 Delaware Ave., Suite 500
Longmont, CO 80501
(303) 772-5282
Metro (303) 665-6283
FAX (303) 665-6959

(first initial, last name)@long.rmcco.com

CENTENNIAL FARMS BERM & CHANNEL EASEMENT, WEST OF ALICE ROAD

LEGAL DESCRIPTION:

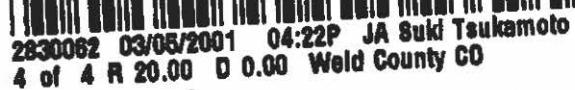
AN EASEMENT FOR BERM AND CHANNEL CONSTRUCTION ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 14, WHENCE THE NORTHEAST CORNER OF SAID SECTION 14 BEARS NORTH 00°00'58" WEST, A DISTANCE OF 2644.55 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 00°00'58" WEST, A DISTANCE OF 579.70 FEET; THENCE SOUTH 89°59'02" WEST 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 23 (ALICE ROAD) AND THE POINT OF BEGINNING; THENCE SOUTH 00°00'58" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 827.13 FEET; THENCE SOUTH 37°41'12" EAST, A DISTANCE OF 366.50 FEET; THENCE SOUTH 52°18'48" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 37°41'12" WEST, A DISTANCE OF 399.13 FEET; THENCE NORTH 18°53'58" WEST, A DISTANCE OF 111.07 FEET; THENCE NORTH 17°12'39" WEST, A DISTANCE OF 112.26 FEET; THENCE NORTH 23°00'15" WEST, A DISTANCE OF 73.34 FEET; THENCE NORTH 69°52'40" WEST, A DISTANCE OF 61.87 FEET; THENCE NORTH 79°48'13" WEST, A DISTANCE OF 125.58 FEET; THENCE NORTH 86°42'02" WEST, A DISTANCE OF 126.29 FEET; THENCE SOUTH 75°58'26" WEST, A DISTANCE OF 141.94 FEET; THENCE NORTH 82°29'31" WEST, A DISTANCE OF 225.06 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 851.78 FEET TO A POINT, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 71°46'52" EAST 2693.83 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 1095.51 FEET; THENCE SOUTH 82°29'31" EAST, A DISTANCE OF 110.50 FEET; THENCE SOUTH 86°42'02" EAST, A DISTANCE OF 143.30 FEET; THENCE SOUTH 79°48'13" EAST, A DISTANCE OF 137.35 FEET; THENCE SOUTH 69°52'40" EAST, A DISTANCE OF 103.50 FEET; THENCE SOUTH 23°00'15" EAST, A DISTANCE OF 112.07 FEET; THENCE SOUTH 17°12'39" EAST, A DISTANCE OF 115.13 FEET; THENCE SOUTH 18°53'58" EAST, A DISTANCE OF 28.32 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 861.10 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 23; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°00'58" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6.357 ACRES MORE OR LESS.

ROCKY MOUNTAIN CONSULTANTS, INC.
By: BUFORD H. BATES
Professional Land Surveyor No. 29024
Date: December 12, 2000
2 of 2

11/28/00-0636_037

BATES



LINE	BEARING	DISTANCE
L1	S00°00'58"E	40.00'
L2	N60°00'00"W	827.13'
L3	S37°41'12"E	366.50'
L4	S52°18'48"W	80.00'
L5	N37°41'12"W	396.13'
L6	N18°53'58"E	111.07'
L7	N17°12'39"W	112.26'
L8	N23°00'15"W	73.34'
L9	N69°52'40"W	61.87'
L10	N79°48'13"W	125.58'
L11	N86°42'02"W	126.29'
L12	S75°58'26"W	141.84'
L13	N82°29'31"W	225.05'
L14	N90°00'00"W	851.78'
L15	N00°00'00"E	100.00'
L16	N90°00'00"E	1095.51'
L17	S82°29'31"E	110.50'
L18	S88°42'02"E	143.35'
L19	S77°48'13"E	137.35'
L20	S68°52'40"E	103.50'
L21	S23°00'15"E	112.97'
L22	S17°12'39"E	115.13'
L23	S18°53'58"E	26.32'
L24	N90°00'00"E	861.10'
L25	S00°00'58"E	40.00'



**BELL GOULD
LINDER & SCOTT, P.C.**

318 East Oak Street | Fort Collins, Colorado 80524 | tel 970.493.8999 | fax 970.224.9188 | www.bell-law.com

July 26, 2023

Edward M. Bendelow
Bendelow Law Office LLC
1707 North Main Street, Suite 301
Longmont, CO 80501

RE: Centennial Farms Homeowners' Association and the Town of Milliken

Dear Ted:

I am in receipt of your letter to the Town of Milliken dated July 17, 2023. Thank you for the information you have shared. Per your request for a response within seven business days, Cheryl Powell, Milliken Town Administrator, asked me to write to you and share available information.

I understand a meeting between town staff and representatives of your client met last Friday to discuss an additional matter of similar importance. Please be assured that town staff is allocating time to better understand all of your client's concerns and where responsibility lies for addressing those concerns.

The July 17 letter references two easement instruments. The two instruments appear to vary in their allocation of responsibilities. Your letter emphasized maintenance and operation responsibilities, but the first of the two instruments described also allocates key responsibilities to the Grantor (which is not the town). Thus under the Right-of-Way Easement recorded in Weld County on April 4, 2002, at reception number 2941813, the Grantor must "keep the area within ten (10) feet of the centerline of the easement free of . . . piles of earth, rubbish, debris or other improvements, substances or materials."

The challenge with applying the terms of these easements to the swale referenced in your letter is that they appear to govern land that is elsewhere: they simply don't apply to the area in question. This preliminary assessment is based on my own reading of the instruments. The town anticipates seeking confirmation of this assessment from a surveyor, but it does appear to be consistent with your discussion of these instruments in the letter. I don't see any explanation in your letter of how these instruments are relevant to concerns about the swale.

The final plat for the Centennial Farms Subdivision (recorded on October 26, 2000, at reception number 2802764) contains notes that may be pertinent. Thus note 4 on page 1 of the plat indicates, "OUTLOTS A, B, C, D AND G ARE COMMON OPEN

Gregory S. Bell Matthew T. Gould J. Peter Linder Jeremy E. Scott Frederick S. Long
of counsel

T. BENDELOW

July 26, 2023

Page 2

SPACE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION." Note 7 further indicates that "ALL OUTLOTS ARE FOR OPEN SPACE, DRAINAGE AND UTILITIES." These notes are also found on the PUD site plan (recorded on October 26, 2000, at reception number 2802762). It is not yet clear to me whether these notations resolve all pending questions. However, they do appear to place a substantial amount of responsibility on the HOA with respect to the outlots.

Town staff is continuing to work to understand these issues, and we ask that you share any additional documentation you may have that could shed light on the various parties' obligations in this situation. The town is not at this time declining any obligations because obligations the town may owe have not been made plain. Given the effort by town staff to understand the issues and the very serious potential injuries and claims that could follow, I strongly recommend against any action by the HOA to stop the flow of water through the culvert.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matt", with a horizontal line extending to the right.

Matthew T. Gould
Milliken Town Attorney

From: Ted M. Bendelow <tedbendelow@bendelow.net>

Sent: Wednesday, July 26, 2023 4:02 PM

To: Matthew Gould <mgould@bell-law.com>

Subject: RE: Centennial Farms Homeowners' Association and the Town of Milliken

Thank you for your prompt response. There is some initial mis communications. The swale area between CR 21 ½ and 23 is not the subject of any easement. I agree the Right of Way Easement and the Grant of Non-Exclusive Easement do not apply to the swale in question. However they do provide a basis for discussion. Milliken needs a functioning swale and the HOA needs Milliken to maintain the swale and remove silt so that it functions as intended. Without an easement, the HOA is free to address the silt deposits as it deems appropriate, including blocking the flow, which it would prefer not to do. The HOA looks forward to discussions and an easement to permanently resolve this matter.

Edward (Ted) M. Bendelow, J.D., M.P.A., MILR(Labor), Broker
Bendelow Law Office, LLC
1707 North Main Street, Suite 301
Longmont, CO 80501
(303) 837-9600 voice
(303) 860-0311 fax
tedbendelow@bendelow.net

From: Ted M. Bendelow <tedbendelow@bendelow.net>

Sent: Wednesday, July 26, 2023 4:37 PM

To: Matthew Gould <mgould@bell-law.com>

Subject: RE: Centennial Farms Homeowners' Association and the Town of Milliken

Can we set up a meeting with members of the HOA Board and town representatives next week to discuss?

Edward (Ted) M. Bendelow, J.D., M.P.A., MILR(Labor), Broker
Bendelow Law Office, LLC
1707 North Main Street, Suite 301
Longmont, CO 80501
(303) 837-9600 voice
(303) 860-0311 fax
tedbendelow@bendelow.net

NOTICE: This e-mail message is the property of the Bendelow Law Office, LLC. The contents of this message and any attachments are confidential and protected by law under attorney-client privilege, attorney-work-product doctrine, and/or other applicable privileges. If you are not the intended recipient of this message, please forward a copy to tedbendelow@bendelow.net and delete the message and its attachments from your computer. Thank you.

From: Ted M. Bendelow <tedbendelow@bendelow.net>
Sent: Friday, July 28, 2023 1:46 PM
To: Matthew Gould <mgould@bell-law.com>
Subject: Re: Centennial Farms Homeowners' Association and the Town of Milliken

Agree. The issue is pretty simple: a maintenance schedule so the buildup doesn't occur. Will you contact the landowner.

I know the landowner attorney Pete Ziemke, and have been in touch with him though there is more impact if you invite him.

Sent from my iPad

On Jul 28, 2023, at 12:02 PM, Matthew Gould <mgould@bell-law.com> wrote:

Ted:

I'm not sure we can put it together that quickly, but I am conferring with staff. One thought is that it might be useful to have the landowner and lessee where the farming is occurring to be included.

Matt

From: Ted M. Bendelow <tedbendelow@bendelow.net>
Sent: Tuesday, August 01, 2023 11:23 AM
To: Matthew Gould <mgould@bell-law.com>
Subject: RE: Centennial Farms Homeowners' Association and the Town of Milliken

My apology. I should have realized that Milliken has a drainage plan. It is stated that: “the Storm Drainage Department maintains the drainage system throughout the town. These services include jetting, cleanup, mowing and burning ditches”. It would seem that if the town undertook these activities on the swale in question, on a regularly scheduled basis, it would solve our issues.

Edward (Ted) M. Bendelow, J.D., M.P.A., MILR(Labor), Broker
Bendelow Law Office, LLC
1707 North Main Street, Suite 301
Longmont, CO 80501
(303) 837-9600 voice
(303) 860-0311 fax
tedbendelow@bendelow.net

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BENDELOW
LAW OFFICE LLC

EDWARD "TED" M. BENDELOW
tedbendelow@bendelow.net

August 1, 2023

Town of Milliken
1101 Broad Street
Milliken, CO 80543

Dear Sir or Madam:

In follow up to my letter of July 17, 2023, I have reviewed the recommended Stormwater Master Plan for the Town of Milliken (Exhibit 1). I note that the plan indicates a culvert will cross CR 46 and proceed east, north of and next to CR 46. The plan shows an open channel north of CR 46 proceeding east and turning north along CR 23.

The actual construction is quite different. The culvert crosses CR 21 ½ and proceeds east with the swale, south of CR 46.

It appears that Milliken has violated its own drainage plan.

Further, the drawing reflects a plan to raise the existing berm. The result is increased flow across the Lot Holding property and into/through the CR 21 1/2 culvert.

Your explanation is appreciated.

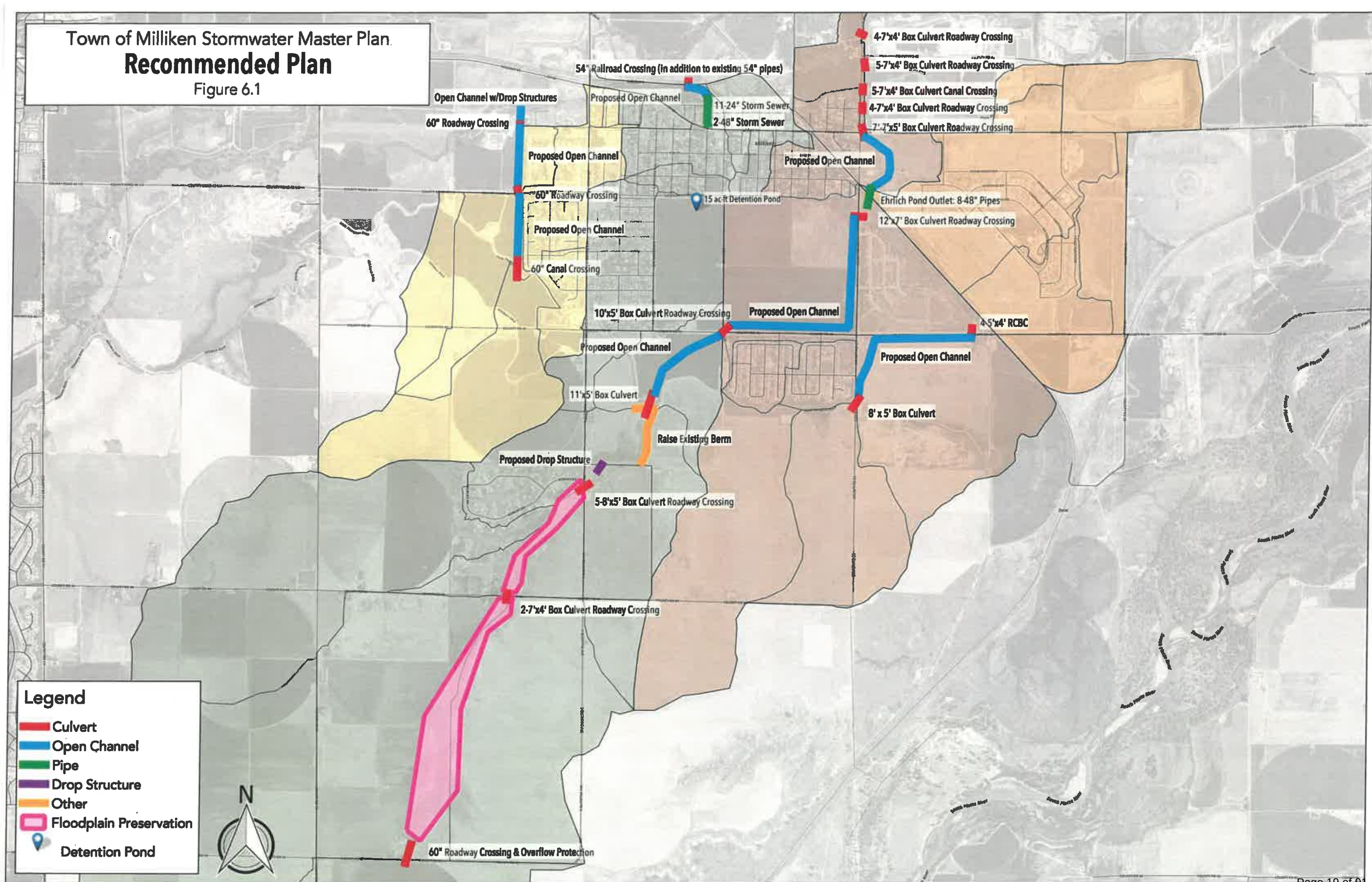
Respectfully,
BENDELOW LAW OFFICE, LLC

Edward M. Bendelow

cc Matthew T. Gould

Recommended Plan

Figure 6.1



From: Ted M. Bendelow <tedbendelow@bendelow.net>
Sent: Monday, August 07, 2023 9:06 AM
To: Matthew Gould <mgould@bell-law.com>
Subject: RE: Centennial Farms Homeowners' Association and the Town of Milliken

I'm waiting to hear from you. Status?

Edward (Ted) M. Bendelow, J.D., M.P.A., MILR(Labor), Broker
Bendelow Law Office, LLC
1707 North Main Street, Suite 301
Longmont, CO 80501
(303) 837-9600 voice
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**BELL GOULD
LINDER & SCOTT, P.C.**

318 East Oak Street | Fort Collins, Colorado 80524 | tel 970.493.8999 | fax 970.224.9188 | www.bell-law.com

August 11, 2023

Edward M. Bendelow
Bendelow Law Office LLC
1707 North Main Street, Suite 301
Longmont, CO 80501

RE: Centennial Farms Homeowners' Association and the Town of Milliken

Dear Ted:

This is in reference to prior correspondence from you or your firm dated July 17, 26, and 28, and August 1 and 7, as well as my letter to you of July 26. My hope here is to put to rest the notion that the Town of Milliken owes a duty to your client to remove silt from the swale that is east of the culvert under CR 21 ½ at the intersection with CR 46 (Intersection).

The land now referred to as the Centennial Farms Subdivision (Subdivision) was conveyed to Lot Holding Investments LLC (LHI) on May 28, 1999, by Ronald O. Ehrlich by a warranty deed recorded on June 1, 1999, at reception number 2697366 in the real property records of Weld County.

On August 4, 2000, your client was formed with the filing of its articles of incorporation with the Colorado secretary of state. According to the articles, the purpose of the Centennial Farms Homeowners Association (Association) is, among other things, “[t]o operate the Common Interest Community known as Centennial Farms Subdivision” and to “acquire . . . operate, maintain, renew and protect all buildings, structures, grounds, roadways and other facilities, installations and appurtenances thereto relating to the property of the Association.”

As previously noted, on October 26, 2000, the final plat for the Subdivision (Plat) was recorded at reception number 2802764 creating among other things outlots A-C and E. (The swale in question where silt is accumulating lies on outlots A-C.) Subsequently, on March 13, 2001, the Declaration of Covenants, Conditions and Restrictions for the Subdivision was recorded at reception number 2832139 (Declaration).

Your client took ownership of outlots A, B, C, D, F, and G on July 3, 2002, by a deed from LHI that was recorded on July 19, 2002, at reception number 2970546. On August 18, 2003, LHI conveyed outlot E to your client by a deed recorded on August 25, 2003, at reception number 3099530. To be clear, all of these outlots were part of the land that was conveyed to LHI in 1999. Between the conveyance of title to LHI and conveyance of the outlots to your client, we have found no intervening conveyances that would

subject a third party, such as the Town, to responsibilities under encumbrances on the property created and made of record by LHI.

Turning to those responsibilities, note 4 on page 1 of the Plat indicates, “OUTLOTS A, B, C, D AND G ARE COMMON OPEN SPACE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS’ ASSOCIATION.” Note 7 further indicates that “ALL OUTLOTS ARE FOR OPEN SPACE, DRAINAGE AND UTILITIES.”

The Declaration goes even further. Section VIII.2 of the Declaration states, “The Association shall be responsible for the maintenance and repair of the Common Elements . . . *including any drainage structure or facilities* . . . and such maintenance and repair shall be the Common Expense of all Owners.” (Emphasis added.) The Declaration makes clear that the Common Elements include the outlots. (*See* Declaration § I.11 (defining “Common Elements” to mean “all real and personal property, if any, now or hereafter owned by the Association”).)

During the period of its ownership of the property in question, LHI at its cost constructed drainage improvements at the Intersection. LHI at that time also owned the property to the west of CR 21 ½ that appears to be the source of the silt that must be periodically removed from the swale that lies on outlots A, B, and C. LHI apparently still owns that property.

The foregoing makes the following very clear:

- The Town has never been an owner of any of the property in question.
- No action by the Town created or contributed to the accumulation of silt on outlot A.
- The Association alone is responsible for maintaining not only the outlots and the swale but also “any drainage structure or facilities” thereon.
- There is direct privity between the Association and LHI.
- By virtue of legislation passed in 2003, “Governmental entities on and after July 1, 2003 have complete governmental immunity in regard to the drainage, flood control, and stormwater facilities that they own or maintain.”¹
- If the Association holds any claim for conditions on its property resulting in the accumulation of silt, such claim is not properly directed at the Town but at such other party as may be causing or allowing drainage water to carry silt.

¹ 1 Urban Drainage and Flood Control District, *Urban Storm Drainage Criteria Manual* 2-1 (2016), https://mhfd.org/wp-content/uploads/2019/12/USDCM_Volume_1_August_2018.pdf.

T. BENDELOW

August 11, 2023

Page 3

While the Town is willing to host a meeting as has been discussed, Town staff does not recognize that it owes any responsibility to remove the silt that is accumulating on the swale because that responsibility has clearly been placed on the shoulders of the Association by documents that were recorded by the prior owner before the Association took title. That said, the Town is willing to continue its prior practice of removing the silt once per year purely as a matter of courtesy on the condition that the Association will execute an agreement affirming the voluntary nature of the service. We will prepare a written instrument to that effect.

One additional matter merits brief mention. The Town has been maintaining outlot E at its expense for some time. This maintenance has been very basic in nature, including mowing and edging. The Association's articles of incorporation as well as the Plat (note 5 on page 1) and the Declaration (section VIII.2) make clear that this is the responsibility of the Association, and the Town will be terminating this service at the end of this year. Please ensure you convey to your client that it will need to be responsible to maintain outlot E in the future.

If you wish to direct my attention to facts or authorities that you believe undercut the above analysis, I invite you to do so. Please be aware that I will be out of the office the week of August 14.

Thank you for your consideration of these matters.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matt", with a horizontal line extending to the right.

Matthew T. Gould
Milliken Town Attorney



EDWARD "TED" M. BENDELOW
tedbendelow@bendelow.net

BENDELOW

LAW OFFICE LLC

August 23, 2023

Matthew T. Gould
Bell, Gould, Linder & Scott, P.C.
318 East Oak Street
Fort Collins, CO 80524
Re: Centennial Farms HOA

Dear Matthew:

Thank you for your research regarding relevant documents. Unfortunately your comments do not address the efforts Centennial has undertaken, nor Milliken's unmet obligations.

Centennial has met its obligations under the section you cite, Section 111.2 of the Declaration. In recent years it has spent over \$43,000 to clean silt out of the swale. This spring it spent over \$3,000 for a temporary channel through the silt. Because Centennial has a responsibility does not mean that others can avoid their obligations to participate in this effort.

The Association is seeking participation by entities that have a responsibility to assist in the removal of the silt. You contend Milliken has no obligation, yet you concede that the town has a prior "practice of removing the silt." You did not include in your reference the provision in the drainage plan which addresses this situation. The Street Department Mission, which the town represents to the public, provides: "... the Department maintains the drainage system throughout the town. These services include jetting, cleaning, mowing, and burning ditches. The town also maintains all the irrigation for the town lakes."

MUNICIPAL CODE

In addition to this general language, the Milliken Municipal Code, in chapter 13, article VI, provides specific guidance regarding the Town's drainage obligations:

1. Sec. 13-6-10. Purposes. "It is the intent of this Article to: promote the public health, safety and welfare by minimizing flood losses and the inconvenience and damage resulting from uncontrolled and unplanned storm water runoff; to implement a storm water utility to coordinate, design, construct, manage, operate and maintain the storm water management system; to establish a reasonable and equitable program to implement and finance storm water management and to encourage and facilitate urban water

resources management techniques, including, without limitation, detention of storm water, reduction of the need to construct storm sewers, reduction of pollution and enhancement of the environment.”

2. Sec. 13-6-20

“Storm water facilities means any one (1) or more of various devices used in the collection, treatment or disposition of storm, flood or surface drainage waters, including man-made structures and natural watercourses, for the conveyance of runoff, such as detention areas, berms, swales, improved watercourses, channels, facilities, inlets, collection, drainage or disposal lines, intercepting sewers, joint storm and sanitary sewers, sewage disposal plants, outfall sewers, pumping plants and other equipment and appurtenances, and all extensions, improvements, remodeling, additions and alterations thereof; and any and all rights or interests in such sewerage or storm water facilities.”

3. Sec. 13-6-60 Master drainage plan

“The September 2014 Milliken Storm Water Master Plan, prepared by Icon Engineering, Inc., together with all amendments thereto, which amendments may be made by resolution of the Board of Trustees, is adopted as the Master Drainage Plan for the Town. Such plan shall guide the storm water utility in the construction, maintenance, and operation of storm water facilities.”

Sec. 13-6-90 Construction standards

“All storm water facilities shall be constructed in accordance with the Milliken Design Criteria and Construction Specifications, Volume II.”

In addition to the guidance reflected in these provisions, the code also provides for the collection of fees to provide drainage services:

4. Sec. 13-6-50 Storm Water Utility Fee

“(a)There is hereby imposed on each customer a storm water utility fee. The amount of such fee shall be as set by the Board of Trustees in the fee schedule adopted by resolution and may be changed from time to time.

(b)Customers of residential property shall be billed on a flat-rate basis at the rate amount set forth in a fee schedule adopted by resolution pursuant to this Article.”

OTHER

I should note the Covenant section you cite reflects obligations of the HOA vis a vis the property owners. It does not address the relationship between the Town and the Association. We contend the above quoted sections address the obligation of the Town vis a vis its citizens.

Turning from the debate regarding liability – Town or Association, you suggest a remedy which would solve the problem. If the town undertook a yearly removal of the silt, that is acceptable on several conditions:

1. The date of removal should be set, with some flexibility. Removal in the fall is probably best. The removal is subject to review and approval by the Association.
2. The boundary should be set. You reference outlots A through C. That is approximately one-half mile, and is acceptable.
3. The removal shall be an annual obligation, not voluntary. Milliken has previously recognized the obligation and there are the supporting requirements, noted above. To collect fees and ignore the Code provisions is simply wrong. The 290 residents are paying up to \$5.75 per month in drainage charges. It is unconscionable that the town would collect charges but refuse to provide the service. The Town must meet its obligations. An example of a problem with a voluntary nature is noted below regarding Outlot E.

GOVERNMENTAL IMMUNITY

The governmental immunity cited in the letter applies to the operation of facilities owned and maintained by the governmental entity. Because the Town clearly seeks to establish that they do not own the swale and are now seeking to disclaim any responsibility to maintain the structure, the Town would not benefit from the grant of immunity described in C.R.S. 24-10-103 (5.7). However, we believe that if the Town were to maintain this structure, primarily by continuing its practice of cleaning it, then it would fall within the structures described in C.R.S. 24-10-103 (5.7). Additionally, we will note that the Colorado Governmental Immunity Act (CGIA) only covers injuries from tortious action by the governmental entity. Unless otherwise provided for, governmental entities are not exempted, by those statutes, from actions which are brought outside of a theory of tort.

OUTLOT E

Your argument regarding Outlot E ignores the language of the plat, which provides:

“Outlot E is to be dedicated to the town and maintained by the homeowner’s Association until other arrangements can be made with the town.”

It would seem that the town, which owns the Outlot, would be responsible to maintain it. Why should the Association maintain it?

NOTE

I would note you haven’t answered my questions of why the swale is on the south side of CR 46, rather than the north side as shown in the drainage plan. Also, who paid for and installed the swale?

August 23, 2023

Page | 4

I look forward to our common goal to resolve these disputes.

Respectfully,

BENDELOW LAW OFFICE, LLC

A handwritten signature in black ink that reads "Edward M. Bendelow". The signature is written in a cursive style with a horizontal line extending from the end of the name.

Edward M. Bendelow



**BELL GOULD
LINDER & SCOTT, P.C.**

318 East Oak Street | Fort Collins, Colorado 80524 | tel 970.493.8999 | fax 970.224.9188 | www.bell-law.com

September 18, 2023

Edward M. Bendelow
Bendelow Law Office LLC
1707 North Main Street, Suite 301
Longmont, CO 80501

RE: Centennial Farms Homeowners' Association and the Town of Milliken

Dear Ted:

I received your letter of August 25 and have had an opportunity to discuss it with town staff. Bearing in mind that we have already established that the town has never been in the chain of title to the subject property and multiple documents of record place the responsibility for maintenance of the drainage facilities on the shoulders of the Centennial Farms Homeowners' Association, I will include here just a few points that are responsive to your letter:

- The town is not responsible for depositing silt into the drainage swale. All information exchanged to date indicates that the silt is coming from a neighboring property.
- The Storm Water Utility Fee is already used by the town to the benefit of the association and its members as citizens. Within the Centennial Farms Development, town staff performs maintenance on twenty-three stormwater drainage inlets, which includes cleaning inlet grates before, during, and after storms. This has already been done this year. In addition, the town maintains 4,910 linear feet of reinforced concrete drainage pipe and thirty-nine manholes in the development.
- One of the ways in which the town addresses drainage requirements is by ensuring that land use approvals are accompanied by imposition of responsibility on appropriate parties where those land use approvals benefit property owners and developers. This is reflected in the imposition of maintenance obligations on the association by the plat as explained in my August 11 letter.
- Regarding outlot E, the town is not aware of "other arrangements" having been made for maintenance, and the plat and the declaration make clear that maintenance is the responsibility of the association as previously explained.
- The swale on the south side of County Road 46 handles the stormwater flows from the Centennial Farms Development and was documented on the plat. The

Gregory S. Bell
of counsel

Matthew T. Gould

J. Peter Linder

Jeremy E. Scott

Frederick S. Long

land north of CR 46 in this area is in Weld County, not the Town of Milliken. There is no swale constructed on the north side of the road at this time. The open channel proposed for construction on the north side of County Road 46 would drain the Pheasant Hills detention pond and simply has no relationship to Centennial Farms.

- The town remains willing to perform one silt removal per year as it has done previously. Further, the town is willing to do this at a time of year that is agreeable to the association. However, the town does not agree to commit to this as an obligation. As previously stated, the town will do this only on the condition that the association acknowledge that the removal is being performed by the town on a voluntary basis. In addition, the removal will be limited to the area constituting the “silt box” only—not all of outlots A through C.

If you would like for me to circulate a draft agreement in regard to the town’s offer to perform an annual silt removal, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matt", with a long horizontal stroke extending to the right.

Matthew T. Gould
Milliken Town Attorney

From: Ted M. Bendelow <tedbendelow@bendelow.net>
Sent: Thursday, September 21, 2023 12:38 PM
To: Matthew Gould <mgould@bell-law.com>
Subject: RE: Centennial

Your September 18 Response raises more questions than answers:

1. Is the maintenance on the 23 inlets voluntary?
2. You represent that the cleaning has been completed on these inlets. To my knowledge, the swale we are discussing has not been cleaned.
3. Does the town have a prohibition on swale cleaning?
4. Is there a suggestion that the town's responsibility for the 23 inlets depends on whether the town deposited the silt in the swale?
5. The plat contemplates that "other arrangements" will be made regarding Outlet E. Doing nothing is not an option. I have made a proposal. Do you have a counter proposal? I understand that the town has been partially maintaining Outlet E. Can that continue? Can there be full maintenance by the town?
6. The voluntary nature of the proposal is dependent on some unknown person(s) making the decision, at some unknown time, for unknown reasons. Why cannot this swale receive the same commitment that the other 23 have received?

Edward (Ted) M. Bendelow, J.D., M.P.A., MILR(Labor), Broker
Bendelow Law Office, LLC
1707 North Main Street, Suite 301
Longmont, CO 80501
(303) 837-9600 voice
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From: Matthew Gould
Sent: Wednesday, October 18, 2023 4:27 PM
To: Ted M. Bendelow <tedbendelow@bendelow.net>
Subject: RE: Centennial

Ted:

As a courtesy, I am letting you know that I have not been tasked with providing any further response (i.e., to your 9/21 email). The Town's position has been described thoroughly in previous correspondence. That said, if you have additional information for staff to consider, I do invite you to share it.

Matt

From: Ted M. Bendelow <tedbendelow@bendelow.net>
Sent: Wednesday, October 18, 2023 3:12 PM
To: Matthew Gould <mgould@bell-law.com>
Subject: RE: Centennial

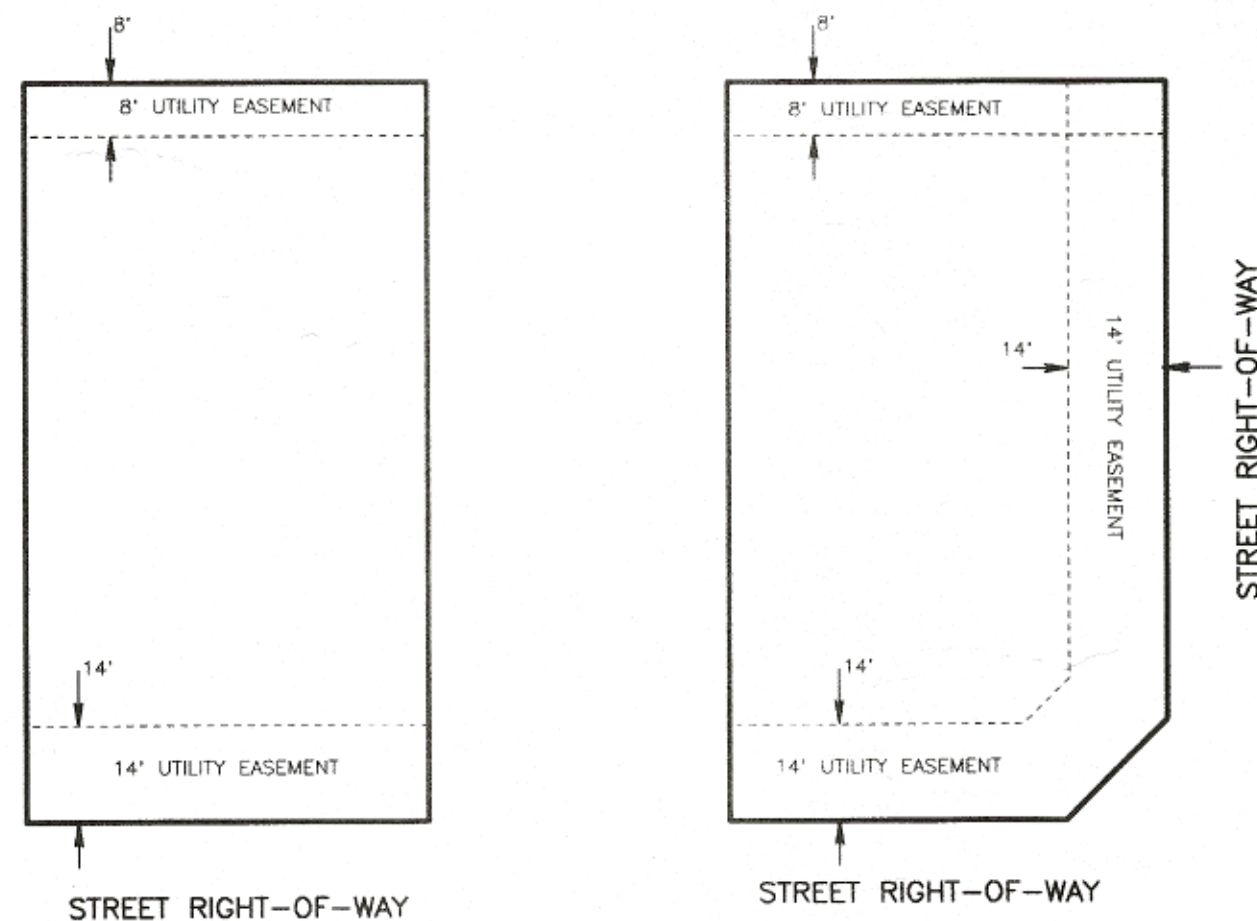
I am awaiting your response to my comments.

Edward (Ted) M. Bendelow, J.D., M.P.A., MILR(Labor), Broker
Bendelow Law Office, LLC
1707 North Main Street, Suite 301
Longmont, CO 80501
(303) 837-9600 voice
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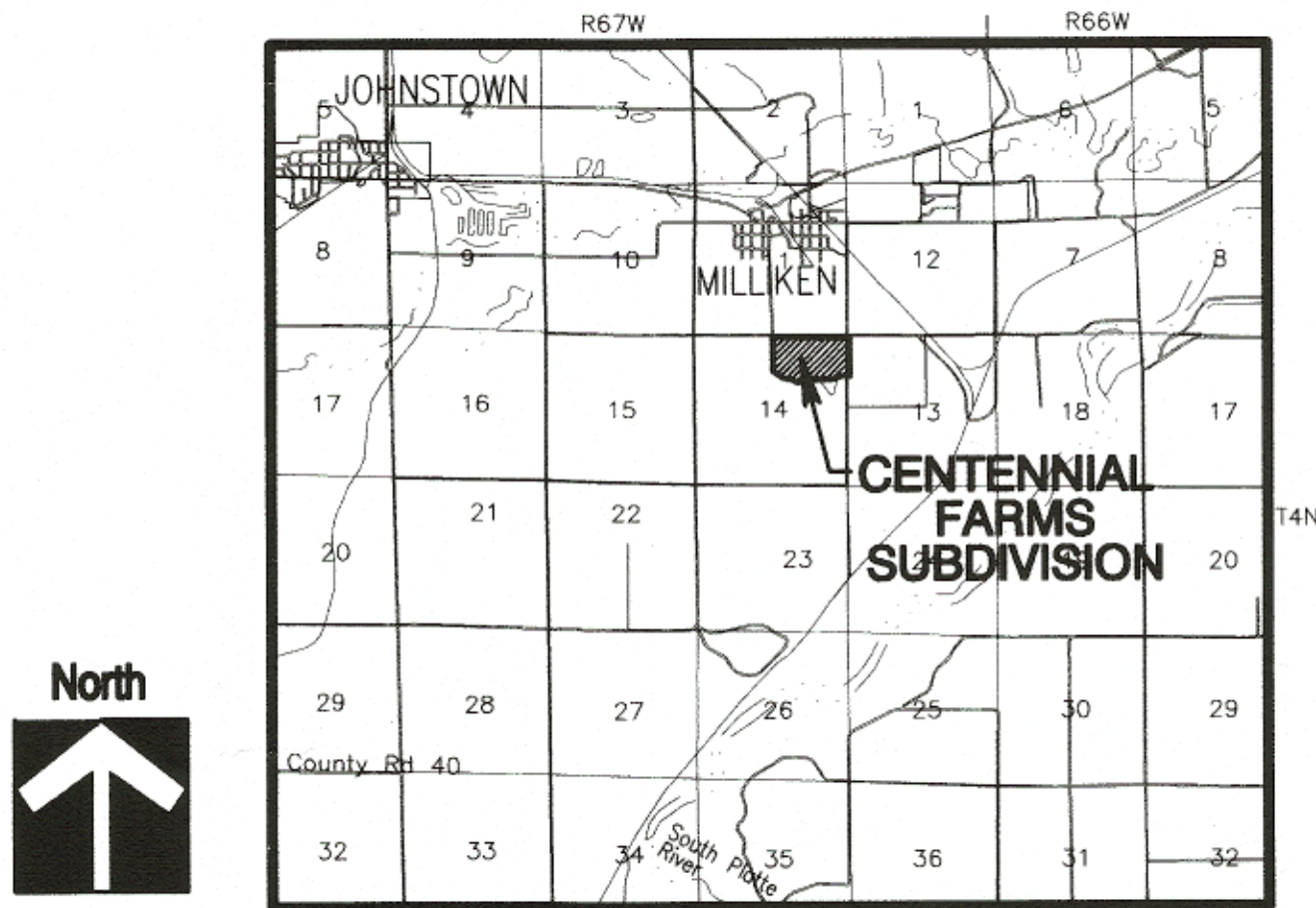
FINAL PLAT FOR CENTENNIAL FARMS SUBDIVISION

A PARCEL OF LAND BEING A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MILLIKEN,
COUNTY OF WELD, STATE OF COLORADO.



TYPICAL LOT EASEMENT DETAIL

TYPICAL CORNER LOT EASEMENT DETAIL



CERTIFICATE OF APPROVAL BY PUBLIC SERVICE COMPANY OF COLORADO

APPROVED BY PUBLIC SERVICE COMPANY OF COLORADO THIS 23rd DAY
OF October A.D., 2000.

Red Haggard
PUBLIC SERVICE COMPANY OF COLORADO

CERTIFICATE OF APPROVAL BY QWEST COMMUNICATIONS

APPROVED BY QWEST COMMUNICATIONS THIS DAY
OF A.D., 2000.

QWEST COMMUNICATIONS

CERTIFICATE OF APPROVAL BY US CABLE

APPROVED BY US CABLE THIS DAY
OF A.D., 2000.

US CABLE

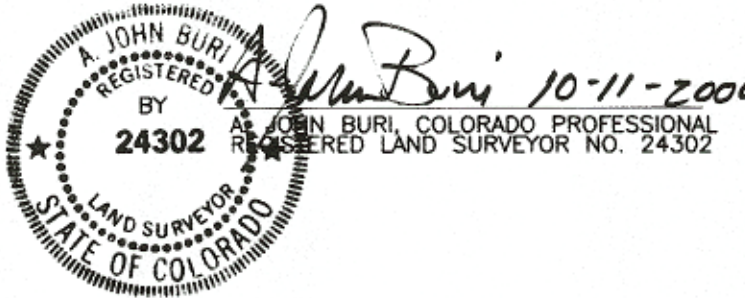
ENGINEER OF RECORD

THIS PLAT APPROVED BY TUTTLE APPLIGATE, INC. THIS 11th DAY
OF October A.D., 2000.

Tuttle Appligate, Inc.
TUTTLE APPLIGATE, INC.

SURVEYING CERTIFICATE

I, A JOHN BURI, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF
COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS
MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE
SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS
OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.



CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT LOT HOLDING INVESTMENTS, LLC,
BEING THE OWNER OF CERTAIN LANDS IN MILLIKEN, COLORADO, DESCRIBED
AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF
COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14, WHENCE THE EAST ONE-
QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 07°00'58" EAST 2644.55 FEET
SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE ALONG THE
EAST LINE OF SAID NORTHEAST ONE-QUARTER SOUTH 07°00'58" EAST 1296.85 FEET
TO THE NORTHERLY LINE OF A ONE HUNDRED FOOT RIGHT OF WAY FOR THE DITCH OF THE LITTLE
THOMPSON RESERVOIR AND WATER SUPPLY COMPANY AS DESCRIBED IN BOOK 130 PAGE 153
OF THE WELD COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING
FIFTEEN COURSES:

1) SOUTH 89°18'25" WEST 255.50 FEET TO A POINT OF CURVATURE; 2) THENCE
ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A
CENTRAL ANGLE OF 29°45'42", 103.89 FEET; 3) THENCE SOUTH 59°32'45" WEST
107.47 FEET TO A POINT OF CURVATURE; 4) THENCE ALONG THE ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 27°10'23",
94.85 FEET; 5) THENCE SOUTH 86°43'07" WEST 471.85 FEET TO A POINT OF
CURVATURE; 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF
300.00 FEET AND A CENTRAL ANGLE OF 15°22'13", 80.48 FEET; 7) THENCE NORTH
77°54'47" WEST 397.44 FEET TO A POINT OF CURVATURE; 8) THENCE ALONG THE ARC
OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF
55°25'38", 145.11 FEET; 9) THENCE SOUTH 46°39'41" WEST 158.48 FEET TO A
POINT OF CURVATURE; 10) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°48'46", 135.81 FEET; 11)
THENCE NORTH 55°31'33" WEST 127.37 FEET TO A POINT OF CURVATURE; 12) THENCE
ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A
CENTRAL ANGLE OF 28°08'32", 50.80 FEET; 13) THENCE NORTH 84°38'05" WEST
198.17 FEET TO A POINT OF CURVATURE; 14) THENCE ALONG THE ARC OF A CURVE TO
THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 28°07'12",
49.08 FEET; 15) THENCE NORTH 56°30'53" WEST 471.33 FEET TO THE WEST LINE OF
SAID NORTHEAST ONE-QUARTER OF SECTION 14; THENCE ALONG SAID WEST LINE NORTH
07°00'58" WEST 1149.31 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION
14; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER SOUTH
89°21'08" EAST 2640.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 84.201 ACRES.

HAVE BY THESE PRESENTS Laid Out, Platted and Subdivided the SAME INTO
LOTS AND BLOCKS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF
CENTENNIAL FARMS SUBDIVISION, AND DO HEREBY DEDICATE TO THE PUBLIC
ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES
SHOWN HEREON.

EXECUTED THIS 11 DAY OF October A.D., 2000.

B. J. Haggard
LOT HOLDING INVESTMENTS, LLC

STATE OF COLORADO) S.S.)
COUNTY OF WELD)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 11
DAY OF October A.D., 2000.

MY COMMISSION EXPIRES 10/14/2000

NOTARY PUBLIC

Barbara Brunt
WITNESS MY HAND AND SEAL

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE MILLIKEN PLANNING COMMISSION THIS 11 DAY
OF October A.D., 2000.

Linda L. Measor
PLANNING COMMISSION

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

APPROVED BY THE BOARD OF TRUSTEES OF MILLIKEN
COLORADO, THIS 11th DAY OF October A.D., 2000.

Jack Davis
MAYOR

ATTEST: TOWN CLERK

RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND
OF RECORD OF WELD COUNTY, AT _____ ON THE _____ DAY
OF _____ A.D., 2000, IN BOOK _____, PAGE _____
MAP _____, RECEPTION _____

COUNTY CLERK AND RECORDER

BY: DEPUTY

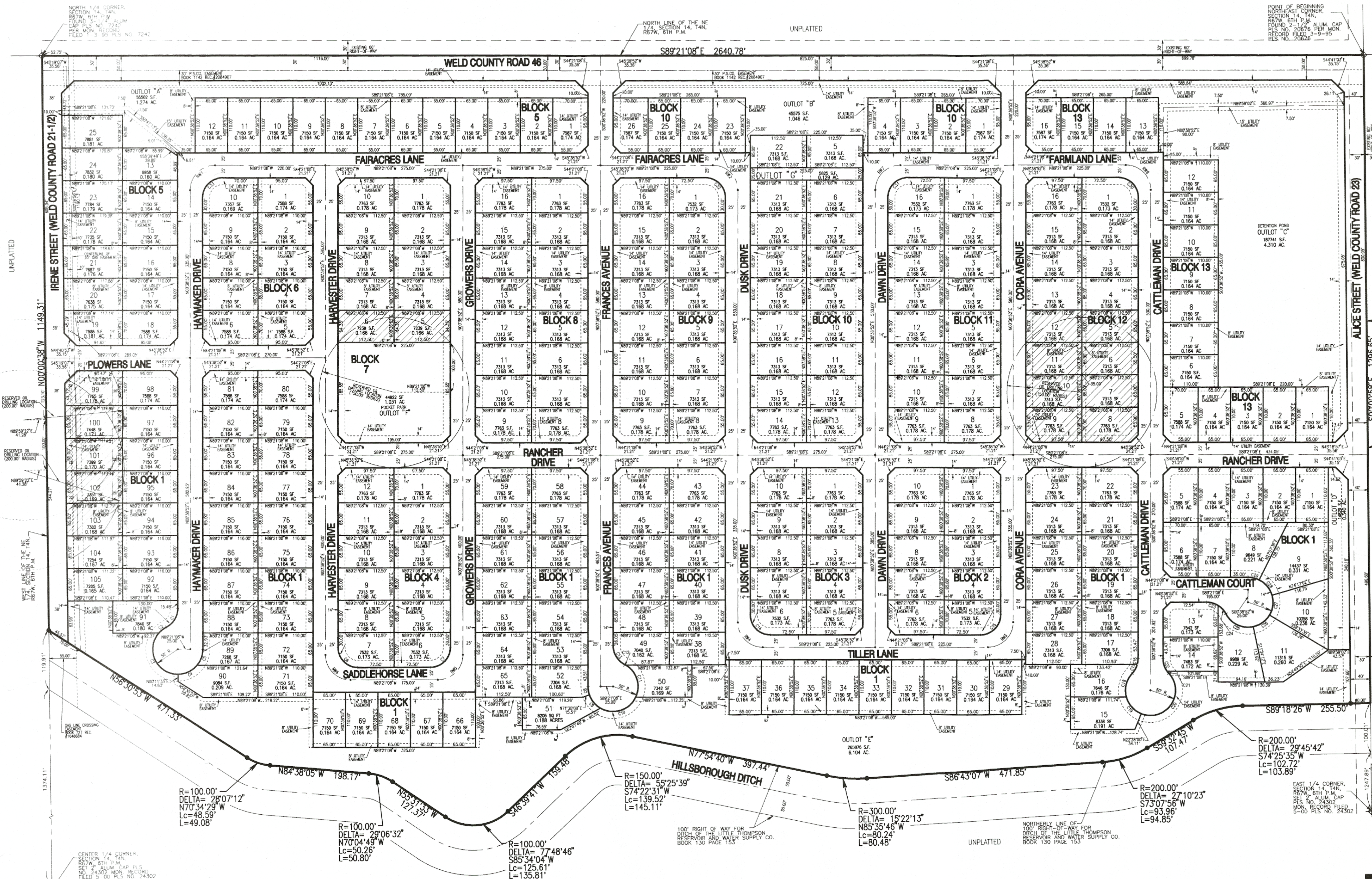
RMC ROCKY MOUNTAIN CONSULTANTS INC.
825 DELAWARE AVE., SUITE 800, LONGMONT, CO 80501
(303) 772-8282 METRO: (303) 695-8283 FAX: (303) 695-8280

FINAL PLAT FOR
CENTENNIAL FARMS SUBDIVISION 80-0636.052.00

1 OF 2

FINAL PLAT FOR CENTENNIAL FARMS SUBDIVISION

A PARCEL OF LAND BEING A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MILLIKEN,
COUNTY OF WELD, STATE OF COLORADO.

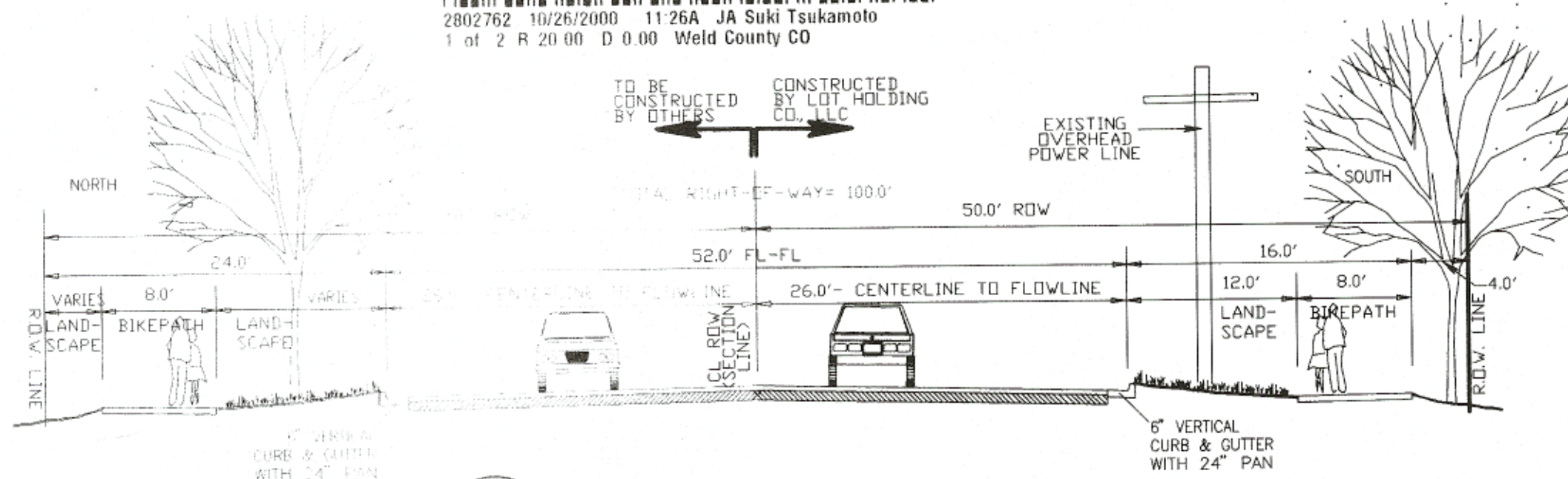


1" = 100'

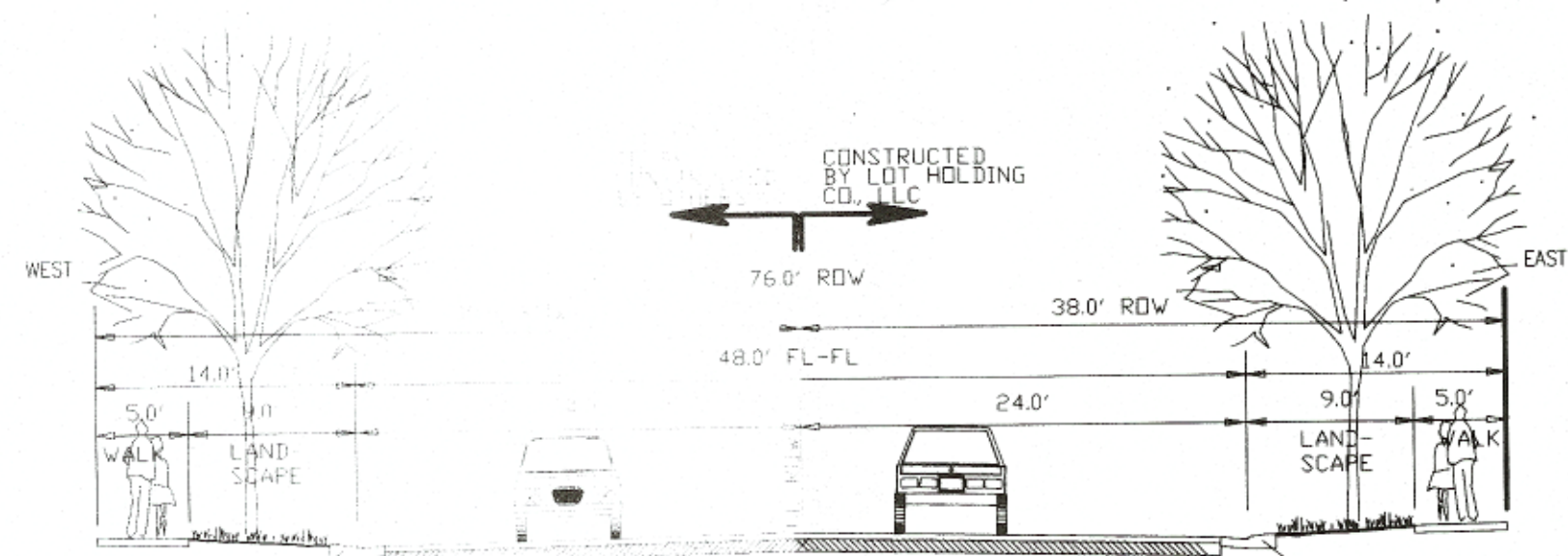
- LEGEND:**
- SECTION CORNER, FOUND AS NOTED
 - SET NO. 5 PIN AND CAP PLS NO. 24302
 - RESERVED OIL DRILLING LOCATION
 - LOTS 5 THROUGH 12, BLOCK 12; LOTS 5 & 6, BLOCK 10 AND LOTS 9 THROUGH 103, BLOCK 13 CANNOT BE DEVELOPED UNTIL SUCH TIME THAT THE GAS WELL IS CAPPED AND ABANDONED ACCORDING TO THE COLORADO OIL AND GAS CONSERVATION COMMISSION STANDARDS. LOTS 5 THROUGH BLOCK 12 SHALL BE USED AS A TEMPORARY POCKET PARK IN THE INTERIM.

BASIS OF BEARINGS:
THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, T4N, R67W, 6TH P.M., AS BEARING SOUTH 00°00'58" EAST AND MONUMENTED AS SHOWN.

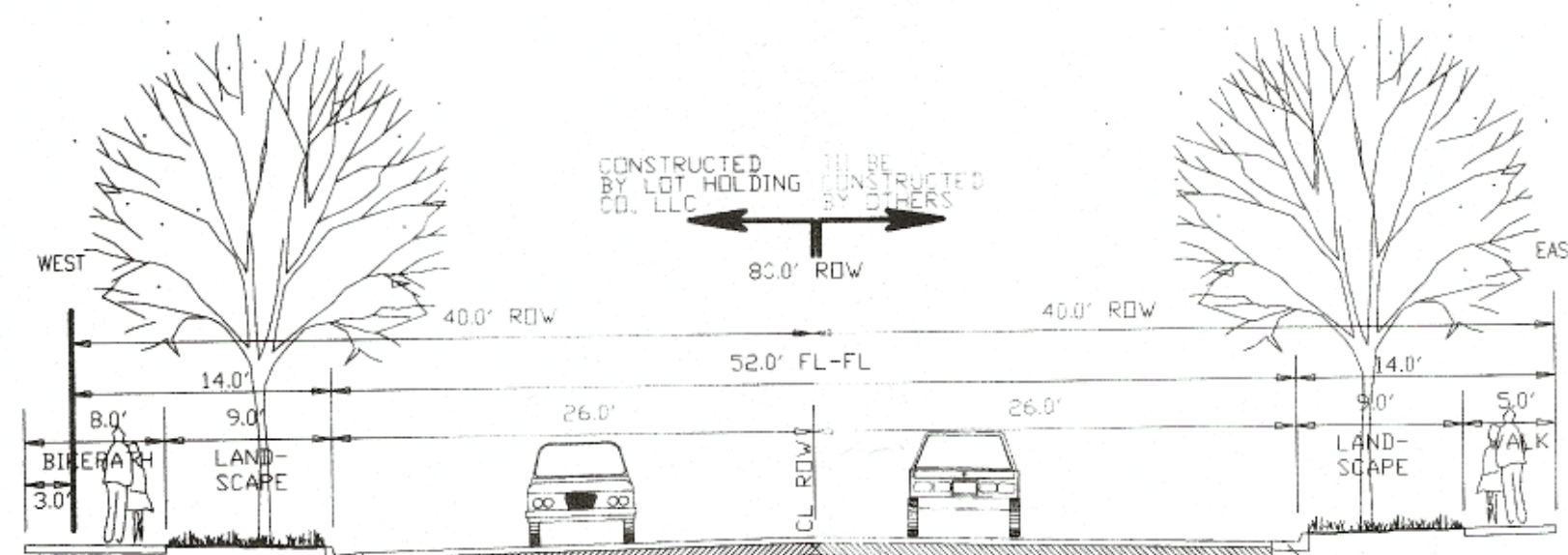
2002782 10/26/2000 11:26A JA Suki Tsukamoto
1 of 2 R 20.00 D 0.00 Weld County CO



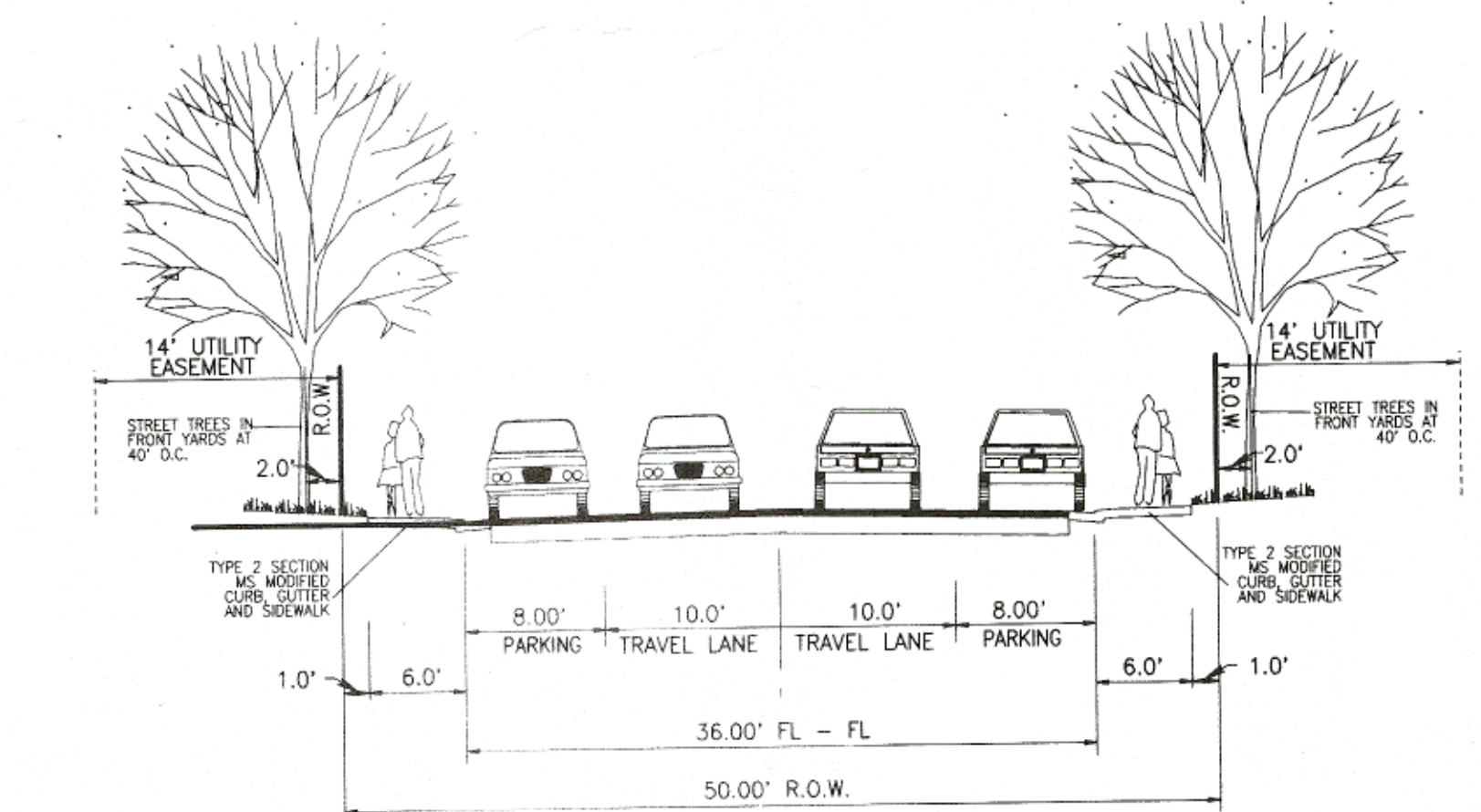
A 100' STREET
WELD COUNTY ROAD 46



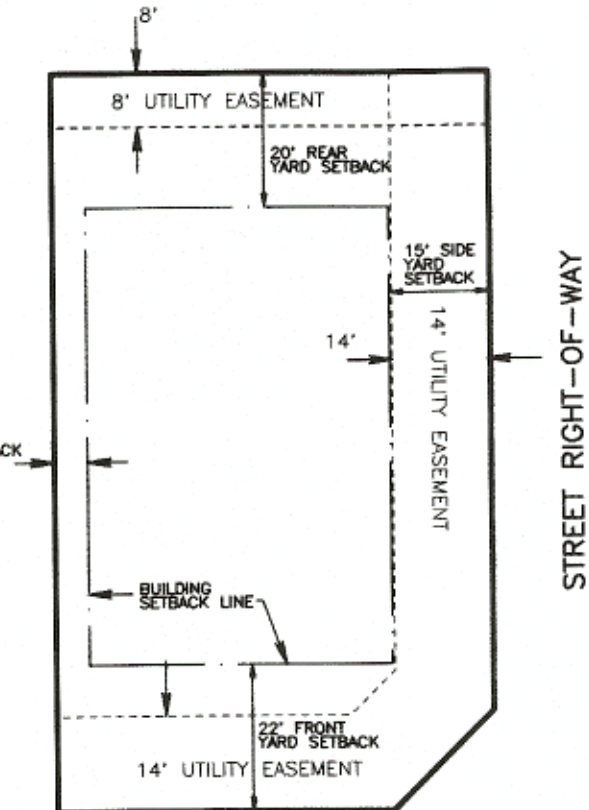
B 76' STREET
IRENE STREET
(WELD COUNTY ROAD NO. 21-1/2)



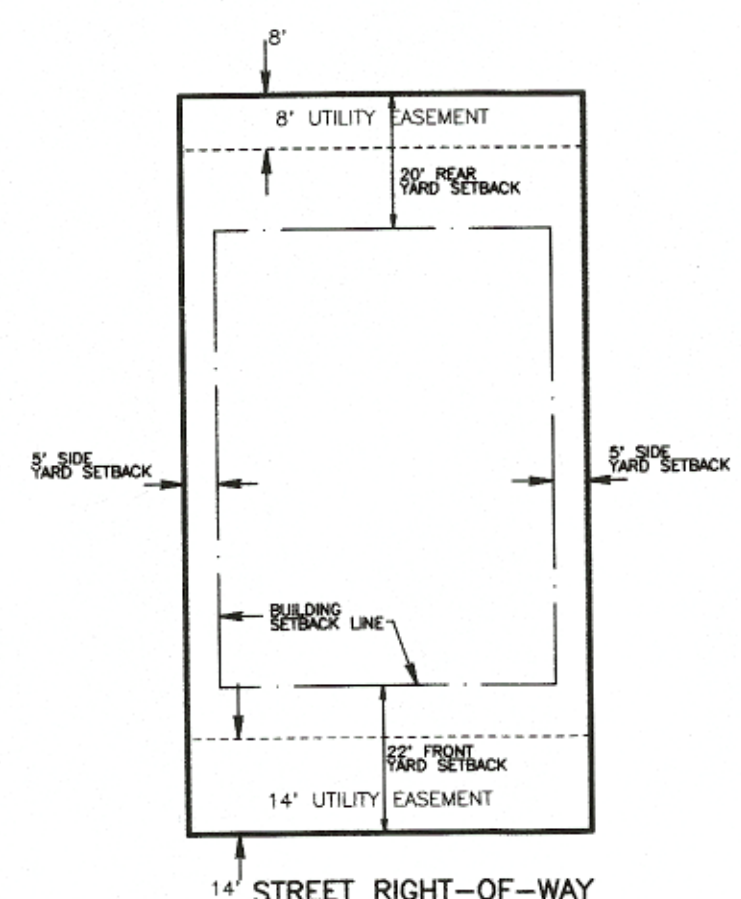
C 80' STREET
ALICE STREET
(WELD COUNTY ROAD 23)



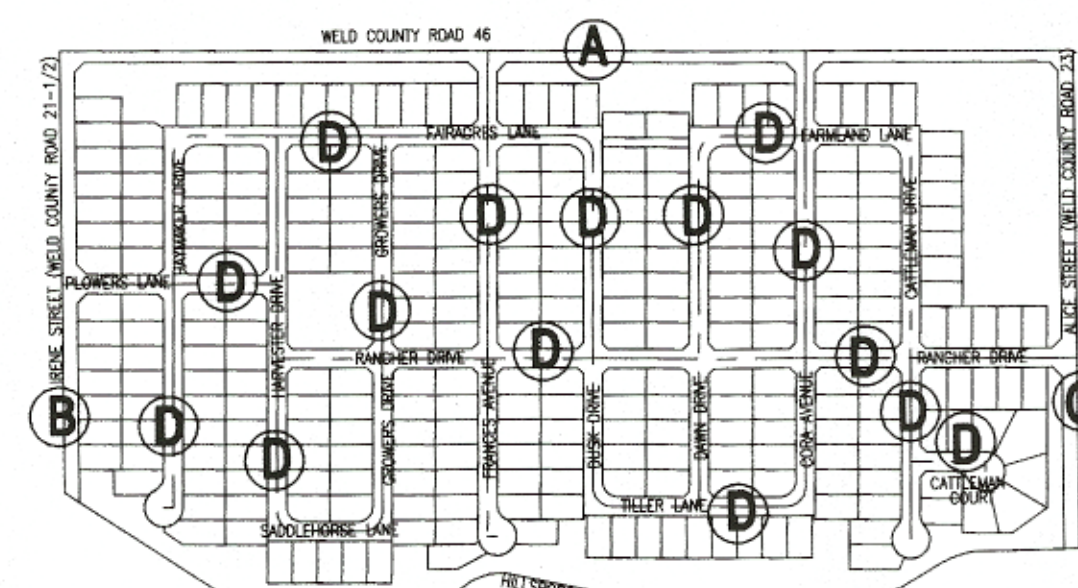
D 50' LOCAL STREET
CROSS-SECTION



TYPICAL CORNER LOT
EASEMENT AND BUILDING
SETBACK DETAIL



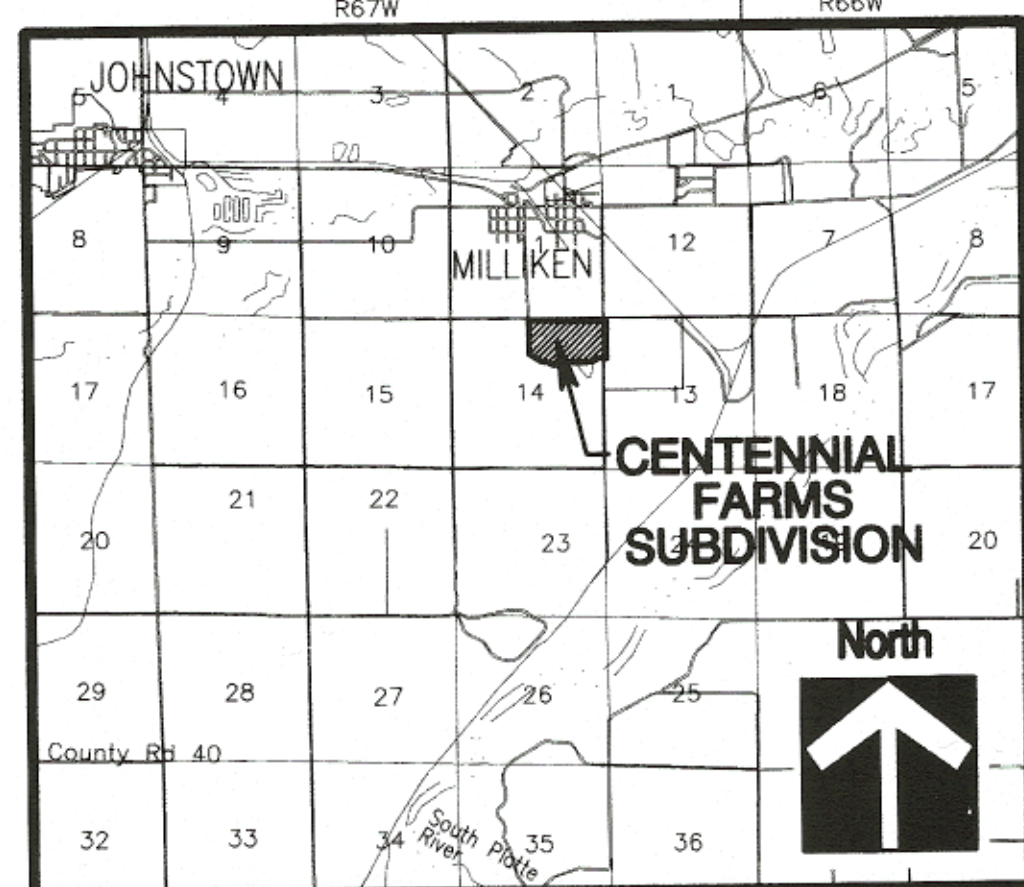
TYPICAL LOT EASEMENT AND
BUILDING SETBACK DETAIL



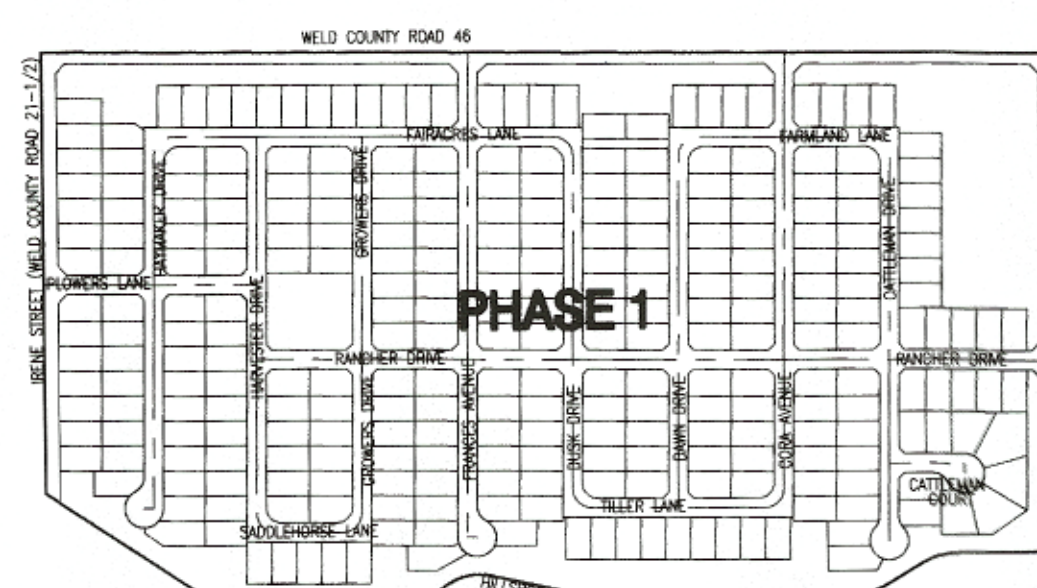
STREET KEY MAP

LOT CURVE INFORMATION					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C1	43.00'	62°27'37"	S31°52'40"W	44.59'	46.88'
C2	50.00'	21°16'17"	S52°28'20"W	18.46'	18.56'
C3	50.00'	131°38'38"	S23°59'08"E	91.23'	114.88'
C4	50.00'	49°38'38"	N65°22'14"E	41.98'	43.32'
C5	50.00'	39°54'03"	N20°35'33"E	34.12'	34.82'
C6	40.00'	90°00'00"	N44°21'08"W	56.57'	62.83'
C7	40.00'	90°00'00"	S45°38'52"W	56.57'	62.83'
C8	50.00'	19°08'52"	S08°55'34"E	16.63'	16.71'
C9	50.00'	40°46'17"	S38°53'08"E	34.83'	35.58'
C10	50.00'	94°37'49"	N73°24'49"E	73.51'	82.58'
C11	50.00'	85°56'25"	N16°52'18"W	68.16'	75.00'
C12	50.00'	1°58'14"	N60°49'37"W	1.72'	1.72'
C13	43.00'	62°27'37"	S52°28'20"W	18.46'	18.56'
C14	40.00'	90°00'00"	N44°21'08"W	56.57'	62.83'
C15	40.00'	90°00'00"	S45°38'52"W	56.57'	62.83'
C16	43.00'	15°33'01"	S08°55'34"E	11.63'	11.67'
C17	43.00'	27°27'51"	S29°55'48"W	20.41'	20.61'
C18	50.00'	58°11'06"	S14°34'11"W	48.62'	50.78'
C19	50.00'	53°00'38"	S41°01'41"E	44.63'	46.26'
C20	50.00'	154°50'00"	N35°03'00"E	97.60'	135.12'
C21	43.00'	7°13'48"	N38°45'06"W	5.42'	5.43'
C22	43.00'	35°47'03"	N17°14'40"W	26.42'	26.86'
C23	43.00'	31°29'30"	S73°36'23"E	23.34'	23.63'
C24	43.00'	30°58'06"	S42°22'35"E	22.96'	23.24'
C25	50.00'	74°30'41"	S64°08'52"E	60.54'	65.02'
C26	50.00'	47°09'23"	N55°01'06"E	40.00'	41.15'
C27	50.00'	47°09'23"	N07°51'43"E	40.00'	41.15'
C28	50.00'	47°09'23"	N39°17'39"W	40.00'	41.15'
C29	50.00'	28°28'47"	N76°06'44"W	22.90'	23.11'
C30	40.00'	90°00'00"	S44°21'08"E	56.57'	62.83'
C31	40.00'	90°00'00"	N45°38'52"E	56.57'	62.83'
C32	40.00'	90°00'00"	S44°21'08"E	56.57'	62.83'
C33	40.00'	90°00'00"	N45°38'52"E	56.57'	62.83'

CENTERLINE RIGHT-OF-WAY CURVE INFORMATION					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
RW1	50.00'	90°00'00"	N45°38'52"E	70.71'	78.54'
RW2	50.00'	90°00'00"	S44°21'08"E	70.71'	78.54'
RW3	50.00'	90°00'00"	S45°38'52"W	70.71'	78.54'
RW4	50.00'	90°00'00"	N44°21'08"W	70.71'	78.54'
RW5	50.00'	90°00'00"	S45°38'52"W	70.71'	78.54'
RW6	50.00'	90°00'00"	N44°21'08"W	70.71'	78.54'
RW7	50.00'	90°00'00"	S45°38'52"E	70.71'	78.54'
RW8	50.00'	90°00'00"	S44°21'08"E	70.71'	78.54'



VICINITY MAP
NOT TO SCALE



PHASING PLAN
PROJECT TO BE DEVELOPED IN ONE PHASE

LAND USE TABLE:

LAND USE:	ACREAGE:	PERCENT OF TOTAL
LOW DENSITY RESIDENTIAL	50.239	59.666
COMMON OPEN SPACE	14.234	16.904
STREET RIGHT-OF-WAY	19.728	23.430
TOTAL	84.201	100.000

NOTES:

- MAXIMUM BUILDING HEIGHT: 30.0'
- TOTAL ACREAGE: 84.201 ACRES
- ZONING: PUD
- GROSS DENSITY: 3.42 UNITS/ACRE
NET DENSITY: 4.467 UNITS/ACRE
TOTAL NUMBER OF LOTS: 288
- THIS FINAL PUD SITE PLAN IS BASED ON TITLE COMMITMENT NUMBER CS49128, PREPARED BY WELD COUNTY TITLE COMPANY, DATED JAN. 27, 1999
- BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, T4N, R67W WHICH BEARS SOUTH 00°00'58" EAST AND MONUMENTED AS SHOWN.
- OUTLOTS A,B,C,D AND G ARE COMMON OPEN SPACE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- OUTLOT E IS TO BE DEDICATED TO THE TOWN AND MAINTAINED BY THE HOME OWNERS ASSOCIATION UNTIL OTHER ARRANGEMENTS CAN BE MADE WITH THE TOWN.
- OUTLOT F IS RESERVED FOR A POCKET PARK TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
- ALL OUTLOTS ARE FOR OPEN SPACE, DRAINAGE AND UTILITIES.
- LANDSCAPING WILL MEET OR EXCEED THE TOWN OF MILLIKEN LANDSCAPING STANDARDS. REFER TO THE FINAL LANDSCAPE PLAN FOR DETAILS AND FENCE LOCATIONS.
- THE DEVELOPER IS RESPONSIBLE FOR PROVIDING CONDUIT CROSSINGS OF THE ROADWAYS, DETACHED WALKS, AND OTHER SURFACE FEATURES, INCLUDING DITCHES.
- THIS PROPERTY LIES WITHIN FLOOD ZONE "C" (AREAS OF MINIMAL FLOODING) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 080266 0750 C DATED SEPT. 28, 1982, AND PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- ENTRY FEATURE/SIGN WILL COMPLY WITH TOWN OF MILLIKEN STANDARDS.
- DRIVEWAY ACCESS TO LOT 5, BLOCK 10 SHALL BE FROM THE EAST END OF THE LOT. DRIVEWAY ACCESS TO LOT 22, BLOCK 10 SHALL BE FROM THE WEST END OF THE LOT. THE MAXIMUM DRIVEWAY WIDTH SHALL BE 20 FEET.

CERTIFICATE OF APPROVAL BY PUBLIC SERVICE COMPANY OF COLORADO

APPROVED BY PUBLIC SERVICE COMPANY OF COLORADO THIS 23rd DAY OF October A.D., 2000.

CERTIFICATE OF APPROVAL BY QWEST COMMUNICATIONS

APPROVED BY QWEST COMMUNICATIONS THIS _____ DAY OF _____ A.D., 2000.

CERTIFICATE OF APPROVAL BY US CABLE

APPROVED BY US CABLE THIS _____ DAY OF _____ A.D., 2000.

ENGINEER OF RECORD

THIS PLAT APPROVED BY TUTTLE APPLIGATE, INC. THIS 11th DAY OF October A.D., 2000.

SURVEYING CERTIFICATE

I, A. JOHN BURI, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.

BY A. John Buri 24302
REGISTERED LAND SURVEYOR
10-11-2000
DATE

PUD SITE PLAN FOR CENTENNIAL FARMS SUBDIVISION

A PARCEL OF LAND BEING A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT LOT HOLDING INVESTMENTS, LLC, BEING THE OWNER, MORTGAGEE OR LEASEHOLDER OF CERTAIN LANDS IN MILLIKEN, COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 14 BEARS SOUTH 00°00'58" EAST 2844.55 FEET SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION, THENCE ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER SOUTH 00°00'58" EAST 1296.65 FEET TO THE NORTHERLY LINE OF A ONE HUNDRED FOOT RIGHT OF WAY FOR THE DITCH OF THE THOMPSON RESERVOIR AND WATER SUPPLY COMPANY AS DESCRIBED IN BOOK 130 PAGE 153 OF THE WELD COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIFTEEN COURSES:

- 1) SOUTH 89°18'26" WEST 255.50 FEET TO A POINT OF CURVATURE; 2) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 29°45'42", 103.89 FEET; 3) THENCE SOUTH 59°32'45" WEST 107.47 FEET TO A POINT OF CURVATURE; 4) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 27°10'23", 84.85 FEET; 5) THENCE SOUTH 86°43'07" WEST 471.85 FEET TO A POINT OF CURVATURE; 6) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 15°22'13", 80.48 FEET; 7) THENCE NORTH 77°54'40" WEST 397.44 FEET TO A POINT OF CURVATURE; 8) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 55°25'39", 145.11 FEET; 9) THENCE SOUTH 48°39'41" WEST 159.48 FEET TO A POINT OF CURVATURE; 10) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 77°48'46", 135.81 FEET; 11) THENCE NORTH 55°31'33" WEST 127.37 FEET TO A POINT OF CURVATURE; 12) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 29°06'32", 50.80 FEET; 13) THENCE NORTH 84°38'05" WEST 198.17 FEET TO A POINT OF CURVATURE; 14) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 29°07'12", 49.08 FEET; 15) THENCE NORTH 56°30'55" WEST 471.33 FEET TO THE WEST LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 14; THENCE ALONG SAID WEST LINE NORTH 00°00'38" WEST 1149.31 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER SOUTH 89°21'08" EAST 2840.78 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 84.201 ACRES.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF CENTENNIAL FARMS SUBDIVISION AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

EXECUTED THIS 11th DAY OF October A.D., 2000.

STATE OF COLORADO)
COUNTY OF WELD (S.S.)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF October A.D., 2000.

MY COMMISSION EXPIRES 10/14/2000

NOTARY PUBLIC

Babara Brink
WITNESS MY HAND AND SEAL

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE MILLIKEN PLANNING COMMISSION THIS 11th DAY OF October A.D., 2000.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

APPROVED BY THE BOARD OF TRUSTEES OF Milliken COLORADO, THIS 11th DAY OF October A.D., 2000.

ATTEST: _____
TOWN CLERK

RECORDERS CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY, COLORADO, THIS 11th DAY OF October A.D., 2000, IN BOOK _____, PAGE _____, MAP _____, RECEPTION _____

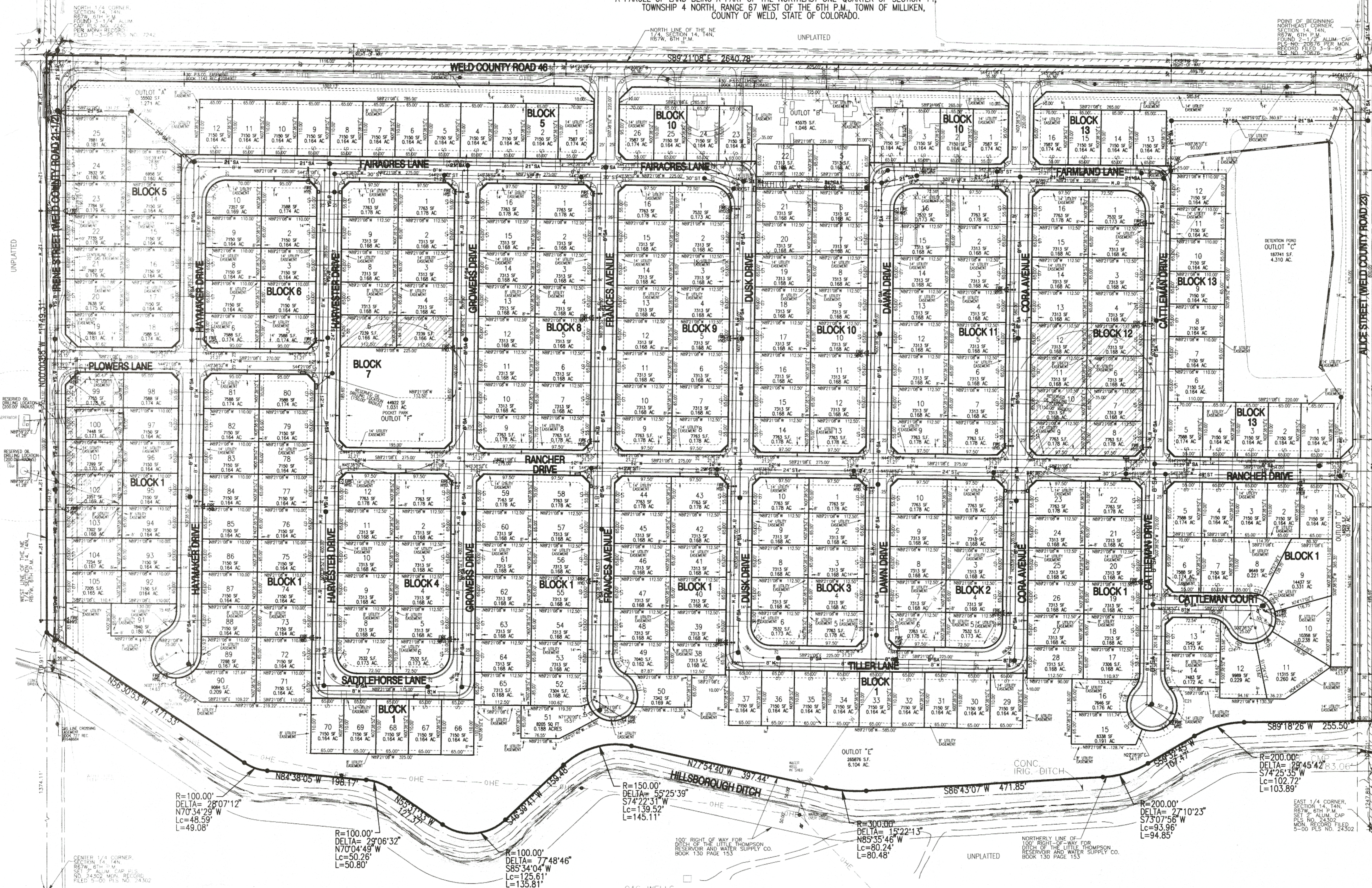
COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

RMC ROCKY MOUNTAIN CONSULTANTS INC.
805 DELAWARE AVE., SUITE 600, LONGMONT, CO 80501
(303) 778-0202 FAX: (303) 778-0203
PUD SITE PLAN FOR
CENTENNIAL FARMS SUBDIVISION 80-0636.052.00
1 OF 2

PUD SITE PLAN FOR CENTENNIAL FARMS SUBDIVISION

A PARCEL OF LAND BEING A PART OF THE NORTHEAST ONE-QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M. TOWN OF MILLIKEN,
COUNTY OF WELD, STATE OF COLORADO.



1" = 100'

0 100 200

- LEGEND:**
- SECTION CORNER, FOUND AS NOTED
 - SET NO. 5 PIN AND CAP PLS NO. 24302
 - FOUND NO. 5 PIN AND CAP PLS NO. 11989
 - RESERVED OIL DRILLING LOCATION

BASIS OF BEARINGS:
THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 14, T4N, R67W, 6TH P.M. AS BEARING SOUTH 00°00'58" EAST AND MONUMENTED AS SHOWN.

DO NOT REMOVE
TOWN CLERKS RECORDS
PERMANENT

PLOTTED: Thu Oct 12 08:51:27 2000 R:\0638.052\PLANNING\PLATS\EXP\PARCEL 1 PHASE 1 FINAL PLAT.DWG



2832139 03/13/2001 03:35P JA Suki Tsukamoto
1 of 44 R 220.00 D 0.00 Weld County CO

139

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL FARMS SUBDIVISION
(A COMMON INTEREST COMMUNITY)



2832139 03/13/2001 03:35P JA Suki Tsukamoto
2 of 44 R 220.00 D 0.00 Weld County CO

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CENTENNIAL FARMS SUBDIVISION
(A common Interest Community)**

PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") made on the date hereinafter set forth by **Lot Holding Investments, LLC.**, a Colorado limited liability company, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a parcel of land located in Section 12, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, said property now being duly platted as Centennial Farms Subdivision, a subdivision of the Town of Milliken, County of Weld, State of Colorado, as such plat was recorded in the Office of the Weld County Clerk and Recorder at Reception No.2802764 on October 26, 2000. The portion of the herein described property that is subject to this Declaration of Covenants, Conditions and Restrictions is set forth on **Exhibit A.**

WHEREAS, this Declaration is executed pursuant to and in furtherance of a common and general plan (a) to protect and enhance the quality, value, desirability, and attractiveness of all property that may be subject to this Declaration; (b) to provide for an Association as a vehicle to perform certain functions for the benefit of owners of property which may become subject to this Declaration; (c) to define duties, powers, and rights of the Association; and (d) to define certain duties, powers, and rights of owners of property subject to this Declaration with respect to the Association and with respect to the functions undertaken by the Association; and

WHEREAS, Declarant for itself, its successors and assigns, hereby declares that all property herein or hereafter made subject to this Declaration, in the manner hereinafter provided, and each part thereof shall, from the date the same becomes subject to this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration for the duration thereof, all of which shall run with the title to such property and be binding upon all parties having any right, title, or interest in said property or any part thereof and upon their heirs, personal representatives, successors and assigns and shall inure to the benefit of each party having any such right, title, or interest in said property or any part thereof.



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NOW, THEREFORE, the Declarant with this Declaration states that the real property described in the Preamble is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, and easements hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration, the Articles of Incorporation or any Amendments thereto, and the Bylaws or any Amendments thereto, shall have the following meanings:

Section 1. *Act* shall mean and refer to the Colorado Common Interest Ownership Act found in Title 38 of the Colorado Revised Statutes.

Section 2. *Agency* shall mean any agency or corporation that purchases or insures residential mortgages.

Section 3. *Architectural Design Standards* shall mean design standards adopted by the Architectural Review Committee from time to time that govern the quality of workmanship, color of materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation and the master drainage plan and all other appearances of buildings and structures in the Project. The Minimum Architectural Design Standards are set forth in **Exhibit B** attached hereto. It is anticipated that the Architectural Review Committee will add to these minimum standards, and such additions will be available from the Architectural Review Committee.

Section 4. *Articles* shall mean the Articles of Incorporation for Centennial Farms Homeowners Association, a Colorado nonprofit corporation, and any amendments that may be made to those Articles from time to time.

Section 5. *Annual Assessment* shall mean the assessment levied pursuant to an annual budget.

Section 6. *Assessments* shall mean the Annual, Special and Default Assessments levied pursuant to the terms of this Declaration. Assessments are also referred to as a Common Expense Liability as defined under the Act.

Section 7. *Association* shall mean Centennial Farms Homeowners Association, a Colorado nonprofit corporation, and its successors and assigns.

Section 8. *Association Documents* shall mean this Declaration and any Supplemental Declaration, the Articles of Incorporation, the Bylaws, the Plat and any procedures, rules, regulations, Architectural Design Standards or policies adopted under such documents by the Association.



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Section 9. *Bylaws* shall mean the Bylaws adopted by the Association, as amended from time to time.

Section 10. *Clerk and Recorder* shall mean the office of the Clerk and Recorder in the County of Weld, State of Colorado.

Section 11. *Common Area or Common Elements* shall mean all real and personal property, if any, now or hereafter owned by the Association. Common Area or Common Elements shall also mean and refer to any and all personal property and improvements owned or leased by the Association and shall include, by way of example but without limitation, any exterior signage which identifies the subdivision, exterior lighting, sprinkler systems, recreation equipment, and any other personal property owned by the Association. The Common Area is to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and are not dedicated for use by the general public except as indicated on the subdivision plat and the real estate records of the Clerk and Recorder of Weld County, Colorado. The definition of Common Area shall expressly exclude any public streets or alleys as shown on the subdivision plat identified above. Common Area shall be owned by the Association. In no event shall the Common Area fail to be transferred to the Association on a date which is not later than sixty (60) days after the completion of the transfer of all lots from the Declarant or the Declarant's successors and assigns to third party purchasers.

Section 12. *Common Expenses* shall mean (i) all expenses expressly declared to be common expenses by this Declaration or by the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Elements; (iii) insurance premiums for the insurance required or permitted under this Declaration; and (iv) all expenses lawfully determined to be Common Expenses by the Executive Board.

Section 13. *Declaration* shall mean this Declaration and the Plat and amendments and supplements to the foregoing.

Section 14. *Executive Board* shall mean the governing body of the Association.

Section 15. *First Mortgage* shall mean any Mortgage that is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 16. *First Mortgagee* shall mean any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 17. *Lot* shall mean and refer to any numbered area of land designated for separate ownership or occupancy as shown on the recorded Plat. Lot shall also mean a "Unit" as defined in



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C.R.S. 38-33.3-103 as originally enacted or subsequently amended. Lot shall not include any common area including outlots.

Section 18. *Manager* shall mean a person or entity engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time.

Section 19. *Member* shall mean and refer to the person designated as such pursuant to the terms of this Declaration.

Section 20. *Mortgage* shall mean any Mortgage, deed of trust or other document pledging any Residential Unit or interest therein as security for payment of a debt or obligation.

Section 21. *Mortgagee* shall mean any person named as a Mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 22. *Notice* shall mean and refer to (i) written notice delivered personally or mailed to the last known address of the intended recipient, or (ii) notice through an Association publication which is delivered to the residential homes, or (iii) notice delivered by electronic mail or facsimile to any Owner. "Notice to Mortgagee" shall mean and refer to only written notice delivered personally or mailed to the last known address of the intended recipient and not notice through an Association publication.

Section 23. *Owner* shall mean any person, corporation, partnership, association, contract seller or other legal entity or any combination thereof, including Declarant, who owns the record fee simple interest in a portion of one or more lots and shall include the purchaser under any executory land sales contract wherein the Administrator of Veteran's Affairs is seller, whether or not recorded, and whether owned by said Administrator or his assigns. The term Owner shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner but shall not refer to any mortgagee as herein defined or other person or entity having an ownership interest in any portion of a lot merely as security for the performance of an obligation, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 24. *Parcel* shall mean each platted, numbered and recorded division of vacant land as depicted on the Plat.

Section 25. *Plat* shall mean that part of this Declaration that is a Land Survey Plat recorded in the real estate records of Weld County, Colorado, depicting any portion of the property subject to this Declaration.

Section 26. *Project* shall mean the common interest community created by this Declaration and as shown on the Plat, consisting of the Property and the Common Area.



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Section 27. *Property* shall mean the real property described in the Preamble, together with such additional property as is subsequently subjected to this Declaration in accordance with the provisions set forth herein below.

Section 28. *Related User* shall mean any member of the family of an Owner who resides with such Owner, guests and invitees of an Owner, employees and agents of an Owner, and occupants, tenants and contract purchasers residing in a residential home of an Owner who claimed by, or through an Owner.

Section 29. *Residential Unit* shall have the same meaning as Lot or Unit.

Section 30. *Single Family* shall have the same meaning as that term is defined in the Zoning Ordinance of the Town of Milliken, County of Weld, Colorado, as of the date of the recording of this Declaration or as amended in the future by the governing body of the Town of Milliken, County of Weld, Colorado.

Section 31. *Successor Declarant* shall mean any person or entity to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

Section 32. *Supplemental Declaration* shall mean an instrument which annexes property to this Declaration.

Section 33. *Supplemental Plat* shall mean a Supplemental Plat of the Project which depicts any change in the Project through a Supplemental Declaration. The initial phase recordings are not supplemental and do not require amendment to this document.

Section 34. *Undefined Terms*. Each term not otherwise defined in this Declaration, including the Plat, shall have the same meaning specified or used in the Act.

ARTICLE II

NAME, PROPERTY SUBJECT TO THIS DECLARATION AND ALLOCATION

Section 1. *Name*. The name of the Project is Centennial Farms Subdivision. The Project is a common interest community pursuant to the Act.

Section 2. *Existing Property*. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Milliken, Weld County, Colorado, and is more particularly described in the Preamble of this Declaration for Centennial Farms Subdivision.



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Section 3. *Expansion Property.* The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration may be expanded only as specifically provided in this Declaration.

Section 4. *Maximum Number of Residential Units.* Declarant reserves the right to create up to a total of three hundred (300) Units.

Section 5. *Identification of Residential Units.* The identification number of each Residential Unit is shown on the Plat.

Section 6. *Description of Residential Units.* Each Residential Unit presently consists of surveyed and platted undeveloped vacant land.

Section 7. *Allocation of Interests.* The common expense liability and voting in the Association are allocated to each Lot as follows:

- a. The percentage of liability for Common Expenses shall be determined by using a formula in which the numerator is one (1) and the denominator is the total number of Lots subject to this original Declaration, or subject to this Declaration by supplemental expansion, or any additional number of Lots approved by the Town of Milliken; and
- b. The number of votes in the Association is determined on the basis of one (1) vote being allocated to each Lot Owner as determined by the total number of Lots that have been submitted to this original Declaration or a subsequent amendment of this Declaration and which are shown on a subdivision plat required by the Town of Milliken and recorded with the Clerk and Recorder.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS: ASSOCIATION STRUCTURE AND OPERATIONS

Section 1. *The Association.* The name of the Association shall be Centennial Farms Homeowners Association. Every Owner of a Residential Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Residential Unit.

Section 2. *Transfer of Membership.* An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Residential Unit and then only to the purchaser or Mortgagee of his Residential Unit. The Association shall not create a right of first refusal on any Residential Unit and Owners may transfer ownership of their Residential Units free from any such right.

Section 3. *Membership.* The Association shall have one class of membership consisting of all Owners, including the Declarant so long as Declarant continues to own an interest in a Residential



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Unit. Except as otherwise provided for in the Association Documents, each Member shall be entitled to vote in Association matters as set forth in this Declaration and the Bylaws. Each Owner, including Declarant while Declarant owns any Residential Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.

Section 4. *Voting.* There shall be one vote per Residential Unit, except as otherwise provided in the Association Documents during the period of Declarant Control.

- a. The Owner(s) of each Residential Unit shall have one vote per Residential Unit owned.
- b. If only one of several Owners of a Residential Unit is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated to the Residential Unit. If more than one of the Owners are present, the votes allocated to the Residential Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the votes allocated to the Residential Unit without protest being made promptly to the person presiding over the meeting by another Owner of the Residential Unit.

Section 5. *Declarant Control.* Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association to the fullest extent permitted under the Act and as set forth in the Association Documents. The specific restrictions and procedures governing the exercise of Declarant's right to so appoint and remove Directors and officers are set out in the Articles and Bylaws of the Association. Declarant may voluntarily relinquish such power by recording a notice executed by Declarant with the Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective.

Section 6. *Books and Records.* The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 7. *Manager.* The Association may employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board.

Section 8. *Rights of Action.* The Association on behalf of itself and any aggrieved Owner, shall be granted a right of action against any and all Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the



Association or any Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorney fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

Section 9. *Implied Rights and Obligations.* The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, by the Act, and by the Colorado Nonprofit Corporation Act.

Section 10. *Notice.* Any notice to an Owner of matters affecting the Project by the Association or by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Owner's Residential Unit. The initial address for the Architectural Review Committee shall be P. O. Box 60, Milliken, CO 80543. Said address may be changed by the Architectural Review Committee.

ARTICLE IV

ARCHITECTURAL REVIEW AND OTHER RESTRICTIONS

Section 1. *Association Power.* The Association shall have the right and power to prohibit any activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Residential Unit or the Common Area, if any by promulgating Rules and Regulations which restrict or prohibit such activities.

Section 2. *Review.* No buildings, structures or other improvements including fences and landscaping shall be constructed, modified or altered unless first approved in writing by the Architectural Review Committee. The Architectural Review Committee shall exercise reasonable judgment to the end that all buildings, structures, modifications, alterations or additions to the Residential Units conform to and harmonize with existing surroundings and structures. The Architectural Review Committee has the absolute right to deny any requested buildings, structures, modifications, alterations or additions which the Architectural Review Committee reasonably determines do not conform to and harmonize with existing surroundings and structures. The Architectural Design Standards for Residential Construction in Centennial Farms Subdivision are attached as Exhibit B and may be modified or amended at any time by the Architectural Review Committee, so long as such modifications and amendments are consistent with this Declaration.



Section 3. *Membership of Architectural Review Committee.* The Architectural Review Committee shall consist of three (3) members, all of whom shall be appointed by Declarant. Declarant shall have the continuing right to appoint all three (3) members during the Appointment Period (as hereafter defined). The Association shall have the right to appoint such members after the end of the Appointment Period. The "Appointment Period" shall mean the period of time commencing as of the date of recordation of this Declaration and continuing until the earliest to occur of the following events: (a) when all Residential Units (Lots) in the Project have been conveyed to persons other than Declarant and certificates of occupancy have been issued for the residences constructed thereon; (b) ten (10) years after the date this Declaration is recorded; or (c) when, in its discretion, Declarant voluntarily relinquishes such right. During the Appointment Period, Declarant shall not be obligated to appoint members to the Architectural Review Committee. In such event, Declarant or Declarant's designated representative, shall exercise all rights and obligations of the Architectural Review Committee as set forth in this Article. Members of the Architectural Review Committee may but shall not necessarily be members of the Association. Members of the Architectural Review Committee to be appointed by the Association shall be appointed by the Executive Board. Members of the Architectural Review Committee appointed by the Executive Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Executive Board, or until resignation or removal by the Board. During the Appointment Period, Declarant shall give the Association written notice of the appointment or removal of any member of the Architectural Review Committee. After the Appointment Period, the Association may at any time and from time to time change the authorized number of members of the Architectural Review Committee, but the number of members of the Architectural Review Committee shall not be less than three (3). A majority of the Architectural Review Committee shall constitute a quorum of the Committee, and a majority of Committee members present at any meeting where a quorum is present shall be required for Committee action. Notice of all Architectural Review Committee meetings shall be furnished to each member of the Committee.

Section 4. *Plan Review Procedure.* Prior to commencement of any onsite work, the Owner or such Owner's designated representative (hereinafter referred to as "Applicant") must obtain the written approval of the Architectural Review Committee. The Applicant must submit to the Architectural Review Committee the following minimum items (in addition to other items which the Architectural Review Committee deems necessary or advisable for it to act under the circumstances):

- a. Site plan.
- b. Complete construction plans.
- c. Specifications, including color schemes and material samples for the building, addition or alteration.
- d. Payment in full of all anticipated costs as set forth below.

Upon receipt by the Architectural Review Committee of all items set forth above, the Architectural Review Committee shall thereafter have thirty (30) days to furnish Applicant with written notice of approval or rejection of the plans as submitted. If rejected, the Architectural Review Committee shall furnish a written explanation of the basis for its rejection and shall, if practical, furnish

suggested modifications which would render the plans acceptable, subject to resubmission for review and approval upon completion of any such modifications. The Architectural Review Committee may condition its approval upon certain modifications being made to the plans, in which event such plans shall be deemed approved only upon submission to the Architectural Committee of one (1) complete set of all revised plans fully incorporated and reflecting all such required modifications.

If for any reason the Architectural Review Committee has not responded to the Applicant in writing within the thirty (30) day period as provided above, the Applicant shall notify the Architectural Review Committee of such failure in writing by certified mail, return receipt requested. Thereafter, unless the Architectural Review Committee furnishes written notice of approval or rejection as required above within fifteen (15) days following receipt of said notice from the Applicant, the plans as submitted shall be deemed approved. In the event the Architectural Review Committee has notified Applicant of the necessity of submitting additional documentation, the thirty (30) day and fifteen (15) day periods set forth above shall not begin until Applicant has submitted all required documentation.

Section 5. *Notice of Completion.* Upon completion of the construction modification or alteration of any improvements, the Applicant shall furnish written notice to the Architectural Review Committee of same. Thereafter, the Architectural Review Committee or its designee shall have the right to inspect the improvements to assure compliance with the approved plans and the Applicant shall cooperate with the Architectural Review Committee or its designee to arrange the inspection. If the Applicant fails or refuses to permit such inspection, or if upon inspection it is determined that such improvements do not comply with the approved plans, the Architectural Review Committee may furnish Applicant with written notice of noncompliance and exercise all remedies permitted herein, at law or in equity.

Section 6. *Remedies Upon Noncompliance.* If at any time the Architectural Review Committee determines an Owner or Applicant is not in compliance with the Architectural Design Standards or approved plans, including without limitation the failure to submit plans for approval prior to commencing any onsite work, the Architectural Review Committee shall furnish notice of noncompliance to the Owner. Upon such notice, the Owner shall immediately cease all work other than is required to bring the improvements into compliance. If the owner fails to immediately cease all such work, or fails to bring the improvements into such compliance within a reasonable period of time not exceeding thirty (30) days, the Architectural Review Committee shall have all rights and remedies available pursuant to this Declaration, at law or in equity. Such rights and remedies may include one or more of the following:

Injunctive Relief. The Architectural Review Committee may seek appropriate injunctive relief in order to compel the owner to cease all work and bring the improvements into compliance or authorizing the Architectural Review Committee to undertake all steps and actions, on the Owners behalf and expense, said expense shall be a personal obligation of the Owner and a charge and lien against said Owner's Lot as with assessments as provided herein, necessary in order to bring the improvements into compliance with this Declaration, the Architectural Design Standards or approved plans, as applicable; and



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Damages; Costs; Attorney Fees. The Architectural Review Committee may recover from the Owner all damages, costs and attorney fees suffered or incurred in connection with the existence or remedy of any improvements found by a court of competent jurisdiction to be in noncompliance with this Declaration, the Architectural Design Standards or approved plans, as applicable. Said damages, costs and attorney fees shall be a personal obligation of the Owner and a charge and lien against said Owner's Lot as with assessments as provided herein.

Section 7. *Authority to Hire, Assess Costs, and Raise Funds.* The Architectural Review Committee has the authority to hire or retain such professional or other persons as it deems necessary for the purposes described herein. The Architectural Review Committee shall also have the power to require the Owner submitting matters to it for approval to pay reasonably necessary costs of the submission prior to their review and as a necessary condition thereof. Any excess funds shall be returned, but the submitting Owner shall remain liable to pay any additional expense(s) if prepayment is insufficient.

Section 8. *Records.* The Architectural Review Committee shall maintain written records of all applications submitted to it and all actions taken thereon.

Section 9. *Restrictions on Use.* Use and enjoyment of each Residential Unit shall be subject to the following restrictions and such additional restrictions as the Architectural Review Committee may propose and are accepted by the Owners by a vote of two-thirds (2/3) of all Owners:

- a. **Land Use.** No Residential Unit or portion thereof shall be used for any purpose other than a Single Family residence. No group housing or board and care homes shall be permitted.
- b. **No Further Subdivision.** No Unit or any building shall be further subdivided or separated into smaller units by any Owner, and no portion less than all of any such Unit or building or any easement or other interest therein shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.
- c. **Nuisances.** No noxious or offensive activity shall be carried on upon any Residential Unit, nor shall any thing be done thereon which may become an annoyance to the neighborhood. No annoying light, sound, or odor shall be emitted from any Residential Unit onto any adjacent Residential Unit(s) which can be considered offensive or intrusive to adjacent Residential Unit Owners or occupants.
- d. **Temporary Structures.** No structures of a temporary character such as trailers, mobile homes, tents, shacks, garages, barns or other out buildings shall be used on any Residential Unit at any time as a residence either temporarily or permanently.



- e. **Accessory Buildings.** No accessory buildings, storage barns, or sheds shall be constructed or moved onto any Residential Unit without written consent of the Architectural Review Committee. Said structures shall not be unreasonably prohibited so long as full consideration is given to architectural integration of materials, colors, and placement on the property.
- f. **Move and Set Structures.** All structures within the Project shall be new construction and no previously erected building, structure, or improvement shall be moved and set upon any Residential Unit from any other location. Exceptions may be made for prefabricated storage buildings with written approval of the Architectural Review Committee.
- g. **Signs.** No sign of any kind shall be displayed to the public view on any Residential Unit except as specifically permitted by the ordinances of the Town of Milliken and in no event shall any sign exceed two feet by three feet (2'x3').
- h. **Oil, Gas, and Mining.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any Residential Unit. Nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Residential Unit. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Residential Unit.
- i. **Animals, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Unit, except that dogs, cats, or other household pets, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance. No owner may keep more than three (3) dogs and three (3) cats. Household pets shall not be permitted to roam freely around the properties and shall be kept under the strict supervision and control of their Owners at all times. Without limiting the foregoing, continuous and/or frequent barking or howling by dogs is hereby defined as a nuisance.
- j. **Garbage and Refuse Disposal.** No Residential Unit shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall not be kept except in sanitary and secure containers. All containers shall be kept in a clean and sanitary condition and shall not be kept in public view except during the scheduled day of pick up.
- k. **Storage of Materials:**
 - (i) No occupant or Owner of any Residential Unit shall store or permit to be stored or to accumulate, upon any Residential Unit, any debris, any piles of manure, piles of dirt, machinery or equipment or any part thereof, old or rusted



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pieces of metal, rubber or any type of junk, or other miscellaneous items unless concealed from public and neighbor views within an enclosed structure.

- (ii) Storage of building materials is permitted only to facilitate continuous building projects in progress. Residential Unit Owners shall supervise and assure secure storage of all building materials during construction to prevent damage to other structures or littering throughout neighborhood as a result of heavy winds.
 - (iii) No tanks for the storage of gas, fuel, oil or other flammable materials shall be erected, placed, or permitted above or below the surface of any Residential Unit. Any firewood pile shall be screened and located within the confines of a privacy fence.
- l. **Hazardous Activities.** No activities shall be conducted on any Residential Unit which are or might be unsafe or hazardous to any person or any property. No firearms shall be discharged upon any Residential Unit and no open fires shall be lighted or permitted on any Residential Unit except in a contained barbecue unit while attended and in use for cooking purposes or within an interior approved fireplace. No burning of trash, leaves, or other materials shall be allowed. The storage of any type of explosive devices, compounds, chemicals, or materials is prohibited.
- m. **Motor Vehicles, Recreational Vehicles, Disabled Vehicles, Vehicle Storage and Repair.** Only the motor vehicles normally used for family travel and work, which shall be properly licensed, shall be permitted to remain on a Residential Unit. No boat, trailer, house trailer, camper, tractor-trailer or semi-truck, motor home, or recreational vehicle shall be stored on any driveway or any street within the Project. No boats, trailers, campers, trucks, recreational vehicles, or motor homes, shall be parked in front or in open view of any Residential Unit for more than seventy two (72) hours. No motor homes or recreational vehicles will be allowed to be stored on lots at any time. No tractor-trailer or semi-truck shall be allowed at any time on any street in the Project except for delivery of materials during construction. Nothing contained herein shall prevent the Owner or Owners of any Residential Unit from storing any of said vehicles (except tractor-trailers or semi-trucks) in a garage on their property. No automotive repairs shall be done on any street, driveway or any parking area which may be seen from the view of adjacent properties. No disabled vehicles shall be allowed to remain on the street, driveway or other parking area which may be seen from the view of adjacent properties. No grease or oil or other unsightly fluids shall be permitted to accumulate in any driveway, sidewalk or street area. The restrictions set forth above shall not restrict the parking of trucks or other commercial vehicles for a reasonable time upon a Lot, which vehicles are necessary for the construction of the residential dwelling on said Lot.



- n. **Antennas.** No exterior radio antennas, television antennas or other antennas may be erected unless approved in writing by the Architectural Review Committee. Any facility for the transmission or reception of audio or visual signals shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antennas (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antennas which are specifically covered by the Telecommunications Act of 1996, as amended, the Committee shall be empowered to adopt rules and regulations governing the types of antennas that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.
- o. **Home Occupations/Businesses.** The conduct of a home occupation or business within a residence shall be permitted provided that the following requirements are met: Home occupations or businesses must be conducted inside the residence and not occupy more than fifteen percent (15%) of the total floor area of the residence. Home occupations or businesses must be conducted only by the residents of said dwelling with no nonresidents employed. Signage shall not exceed that permitted in this Declaration. No retail sales shall be conducted on the Residential Unit or in public view. Home occupations or businesses must be conducted within the scope of the zoning ordinances of the Town of Milliken. Customer visits must be limited to an occasional frequency. Customer parking must be in the driveway or immediately in front of residence. There shall be no evidence of a home occupation or business from the outside of the residence.
- p. **Clothes Lines and Dog Runs.** No clothes lines or dog runs shall be located on any lot as to be visible from a street or public view.
- q. **Maintenance and Repair of Landscaping and Improvements:**
 - (i) Each Owner shall provide prudent and regular exterior maintenance upon each Residential Unit including painting, repairs and or replacement of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass and other landscaping, walks, driveways, and other surfaces, and all other exterior improvements to maintain the value of said property. Owners shall comply with mandatory landscaping requirements as called out in the Architectural Design Standards adopted by and available from the Architectural Review Committee. Owners benefiting from fencing and other improvements immediately adjacent to their property, but installed by Declarant, are solely responsible for any and all maintenance and repairs with the exception of utility improvements in easements owned and maintained by public utilities. Residential Unit Owners shall



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not allow weeds or other unsightly vegetation on unimproved Residential Units to exceed twelve inches in height.

- (ii) **Failure to maintain:** In the event an Owner of any Residential Unit in the Project shall fail to maintain the premises and the improvements thereon as provided herein, The Association shall have the right to enter upon said Residential Unit to correct drainage, and to repair, maintain, and restore deficiencies that have not been corrected within thirty (30) days of duly written notice. All costs related to such correction, repair, or restorations shall become a Restoration Assessment upon such Residential Unit and shall be paid by the Owner to the Association. Any amounts unpaid within thirty (30) days of final billing may be attached to the said Residential Unit as a lien recorded with the Clerk and Recorder of Weld County. Nothing herein shall relieve the negligent Owner of said Residential Unit from any additional remedies at law as prescribed in other provisions within these covenants.

- r. **Non-Owner Occupants.** All covenants, restrictions, rules, regulations, and provisions of these covenants shall be binding on non-owner occupants without exception. Property Owners who lease their property shall be required to furnish copies of these covenants along with a written lease referencing these same covenants; leasing or being absent from the property shall not release property Owner from liabilities and responsibilities described herein.

- s. **Water and Sewer.** No individual water supply system or sewage disposal system shall be permitted on any Residential Unit and all dwellings must attach to water and sewer in conjunction with Town of Milliken ordinances and construction standards.

- t. **No Violation of Law.** Nothing shall be done or kept in or on any portion of the Project by a Residential Unit Owner or Occupant which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body having jurisdiction over the Project.

- u. **Fencing.** No fencing of any type shall be constructed by any Lot Owner on any Lot within the Project without prior approval in writing by the Architectural Review Committee.

- v. **No Imperiling of Insurance.** Nothing shall be done or kept in or on any portion of the Project which might result in an increase in the premiums with respect to insurance obtained for all or any portion of the Project or which might cause cancellation of such insurance, except with the prior written consent of the Architectural Review Committee.

- w. **Architectural Design Standards.** The minimum architectural design standards for the Project are set forth in Exhibit B attached hereto and made a part hereof. The Architectural Review Committee has the power and authority to make additional requirements for any residential construction or reconstruction within the Project. The minimum standards set forth in Exhibit B cannot be altered except by amendment of this Declaration pursuant to the requirements set forth herein. But, the Architectural Review Committee may supplement and interpret the standards in Exhibit B so long as the supplement or interpretation does not make the standards less restrictive. During the period of Declarant's Reserved Development Rights, the minimum standards set forth in Exhibit B cannot be altered without Declarant's approval.
- x. **Intersection Obstructions.** No owner shall construct or install any fence, berm, shrub, hedge, tree or other improvements which obstruct sight lines at an intersection.
- y. **Underground Lines.** All electric, television, telephone and other lines running from any property line of a Lot to a residence or other structure shall be placed underground.
- z. **Trash Burning.** Trash, leaves and other similar materials shall not be burned within the Project.
- aa. **Drainage.** No owner shall change the topography or drainage pattern of a Lot including, not by limitation, any drainage easement areas, from the topography or drainage pattern established by the Declarant unless such change is approved by the Architectural Review Committee. 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 return such topography or drainage patterns to their original state. If any Owner fails to fully abide by this provision, the Association or the Architectural Review Committee, after notice to the Owner and a reasonable opportunity to perform all necessary work restoring drainage patterns, may undertake such work on behalf of and at the Owner's expense. Any such expense shall be reimbursed to the Association or Architectural Review Committee within thirty (30) days of the furnishing of notice to such Owner that such reimbursement is owed, together with costs of collection thereof, attorney fees and interest thereon. Said obligation shall be a personal obligation of the Owner and a charge and lien against each Owner's Lot as provided herein for assessments.

ARTICLE V

POWERS OF THE EXECUTIVE BOARD OF THE ASSOCIATION

Section 1. Powers. Except as provided in the Bylaws and the Act, the Executive Board may act in all instances on behalf of the Association, to:



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- a. Adopt and amend bylaws and rules and regulations and Architectural Design Standards;
- b. Adopt and amend budgets or revenues, expenditures and reserves and collect Assessments;
- c. Hire and terminate managing agents and other employees, agents and independent contractors;
- d. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project;
- e. Make contracts and incur liabilities;
- f. Regulate the use, maintenance, repair, replacement and modification of Common Elements, if any;
- g. Cause additional improvements to be made as a part of the Common Elements, if any;
- h. Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Elements, if any, may be conveyed or subjected to a security interest only if Members entitled to cast at least eighty percent (80%) of the votes agree to that action and if all Owners of Residential Units to which any Limited Common Element is allocated agree to convey that Limited Common Element or subject it to a security interest. Notwithstanding the foregoing, the Association may, on vote only of the Executive Board and without the vote of Owners of the Residential Units, convey any outlots to the Town of Milliken.
- i. Grant easements, leases, licenses and concessions through or over the Common Elements, if any;
- j. Annex additional property, pursuant to the terms of this Declaration, which does not result in an increase in Annual Assessments of more than ten percent (10%) per Owner;
- k. Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements, if any;
- l. Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;



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- m. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
- n. Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;
- o. Assign its right to future income, including the right to receive Assessments;
- p. Exercise any other powers conferred by the Declaration or Association Bylaws;
- q. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- r. Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE VI

MECHANICS' LIENS

Section 1. *No Liability.* If any Owner shall cause any material to be furnished to his Residential Unit or any labor to be performed therein or thereon, no Owner of any other Residential Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Residential Unit.

Section 2. *Indemnification.* If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements, if any, or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be canceled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and hold all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorney fees resulting therefrom.

Section 3. *Association Action.* Labor performed or materials furnished for the Common Elements, if any, if duly authorized by the Association in accordance with this Declaration or its Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements, if any. Any such lien shall be limited to the Common Elements, if any, and no lien may be effected against an individual Residential Unit or Units.



ARTICLE VII

EASEMENTS

Section 1. *Recorded Easements.* The Property shall be subject to all easements as shown on any Plat, those of record, those provided in the Act (including easements for encroachment set forth in Section 214 of the Act and an easement for maintenance of any such encroachment), and otherwise as set forth in this Article.

Section 2. *Utility Easements.* There is hereby created an easement as denoted on the Plat for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable TV, electricity, drainage and fences. Said easement includes future utility services not presently available to the Residential Units which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Residential Units and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as to locations.

Section 3. *Reservation of Easements, Exceptions and Exclusions.* The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Elements, if any, for the best interest of all the Owners and the Association. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Residential Unit over and across the General Common Elements, if any, and Limited Common Elements, if any, appurtenant to that Owner's Residential Unit, which right shall be appurtenant to the Owner's Residential Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements, if any, set forth in writing by the Association.

Section 4. *Use of Easement Area.* Within reserved easements, as shown on recorded plats, or herein reserved, there shall be no structure, tree or shrub planting, or any other material installation which may damage or interfere with the installation or maintenance of utilities such as plumbed gas or water lines, wired electrical, cable television, or telephone utility lines. Residential Unit Owner shall not alter, inhibit, or change the direction of water flow in drainage channels established in said easements or in any way that discharges drainage onto adjacent Residential Units. The easement area of each Residential Unit and all improvements in it, including fences, shall be maintained continuously in good repair by the Owner of said Residential Unit, except for those improvements for which a public utility shall be responsible for. It shall be the responsibility of the Residential Unit Owner to notify with due speed the appropriate public utility of any known flaws, defects, or damage to any utility improvements on said Owners Residential Unit. Fencing shall be allowed in easement areas only as approved by the Executive Board.

Section 5. *Emergency Access Easement.* A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

ARTICLE VIII

MAINTENANCE

Section 1. *Maintenance by Owners.* Each Owner shall maintain and keep in repair his Residential Unit, landscaping, and any structures or buildings thereon, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Owners and to maintain a good appearance for the Project.

Section 2. *Maintenance by Association.* The Association shall be responsible for the maintenance and repair of the Common Elements, (unless necessitated by damage caused by the negligence, misuse or tortuous act of an Owner or Owner's Agent, in which case the person or Owner causing the damage shall be responsible) including any drainage structure or facilities and any fences constructed by Declarant within the utility easement reserved herein for Residential Units with perimeter Residential Unit lines, and such maintenance and repair shall be the Common Expense of all Owners. This maintenance of the Common Elements shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping, walls, fences, gates, signage, irrigation systems, and improvements located in the Common Elements. In addition, the Association shall be responsible for the maintenance and repair of an irrigation pipeline to be installed by Declarant to transmit water previously transmitted by ditch across Centennial Farms Subdivision. Said pipeline or any portion thereof may be located within the common interest community or adjacent thereto. In the event the Association does not maintain or repair the Common Elements, if any, Declarant shall have the right, but not the obligation, to do so at the expense of the Association.

Section 3. *Association Maintenance as Common Expense.* The cost of maintenance and repair by the Association shall be a Common Expense of all of the Owners, to be shared by each Owner equally.

ARTICLE IX

INSURANCE

Section 1. *General Insurance Provisions.* The Association shall acquire and pay for, out of the Assessments levied in accordance with this Declaration, any insurance policies required by the Colorado Common Interest Owners Act and such other Insurance as the Executive Board may, within its discretion, determine desirable for the protection of the Common Elements, if any. Such insurance required by this Article or the Colorado Common Interest Owners Act shall conform to the requirements set forth in C.R.S. 38-33.3-313(4)(a)-(d) which are as follows:



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- a. Each Residential Unit Owner is an insured person under the policy with respect to liability arising out of such Residential Unit Owner's interest in the Common Elements or membership in the Association.
- b. The insurer waives its rights to subrogation under the policy against any Residential Unit Owner or member of his household.
- c. No act or omission by any Residential Unit Owner, unless acting within the scope of such Residential Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- d. If, at the time of a loss under the policy, there is other insurance in the name of a Residential Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit.

Section 2. *Property and Commercial General Liability Insurance.* Commencing not later than the time of the first conveyance of a Lot to a person other than Declarant, the Association shall maintain, to the extent reasonably available:

- a. **Insurance on Common Elements.** Property insurance on the Common Elements and also on property that must become Common Elements for broad form covered causes of loss, except that the total amount of insurance must be not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
- b. **Commercial General Liability Insurance.** Commercial general liability insurance in a minimum amount of one million dollars (\$1,000,000.00) or otherwise larger amount deemed sufficient in the judgment of the Executive Board against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements, insuring the Executive Board, the Association, the management agent, and their respective employees, agents, and all persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's capacity as the Residential Unit Owner and board member. The Residential Unit Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements and, in cooperatives, also of all units. The insurance shall cover claims of one or more insured parties against other insured parties.



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Section 3. *Notice.* If any insurance required by this Article is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Residential Unit Owners.

Section 4. *Common Expenses.* Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

Section 5. *Fidelity Insurance.* Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, independent contractors and employees and on the part of all others including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such insurance must be obtained by or for the Manager and its officers, employees and agents, as applicable. Such fidelity insurance or bond shall name the Association as insured and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such fidelity bonds shall be a minimum of an amount equal to three (3) months' Assessments plus replacement reserves.

Section 6. *Workers' Compensation Insurance.* The Executive Board shall obtain workers' compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

ARTICLE X

ASSESSMENTS

Section 1. *Obligation.* Each Owner, including Declarant while an Owner of any Residential Unit, is obligated to pay to the Association (i) the Annual Assessments; (ii) Special Assessments; and (iii) Default Assessments.

Section 2. *Budget.* Within thirty (30) days after the adoption of any proposed budget for the Association by the Executive Board pursuant to the terms of the Bylaws, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners pursuant to the provisions in the Bylaws. The Executive Board shall levy and assess the Annual Assessments in accordance with the annual budget.

Section 3. *Annual Assessments.* Annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, if any, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the Common Elements, if any, routine repairs, replacements and renovations within and of the Common Elements, if any, wages, common water and utility charges for the Common Elements, if any, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any default remaining from a previous assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within the Common Elements, if any, on a periodic basis, as needed.

Annual Assessments shall be payable within thirty (30) day of the Executive Board mailing Notice of said assessment to the Owners. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

Section 4. *Apportionment of Annual Assessments.* The Common Expenses shall be allocated among the Residential Units equally for Common Expenses in effect on the date of assessment.

Section 5. *Special Assessments.* In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements, if any, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their Allocated Interests for Common Expenses, subject to the right of the Association to assess only against the Owners of affected Residential Units any extraordinary maintenance, repair or restoration work on fewer than all of the Residential Units shall be borne by the Owners of those affected Residential Units only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Residential Unit or the actions of a particular Owner (or his agents, servants, guests, tenants or invitees) shall be borne by that Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.



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Section 6. *Default Assessments.* All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Residential Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

Section 7. *Effect of Nonpayment; Assessment Lien.* Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- a. Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- b. Assess an interest charge from the due date at the yearly rate of eighteen percent (18%), or such other lawful rate as the Executive Board may establish;
- c. Suspend the voting rights of the Owner during any period of delinquency;
- d. Suspend the rights of the Owner, and the Owner's family, guests, lessees and invitees, to use Common Element facilities during any period of delinquency;
- e. Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- f. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- g. Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Residential Unit shall constitute a lien on such Residential Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Residential Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Liens for Assessments shall be as provided in C.R.S. 38-33.3-316.



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Section 8. *Personal Obligation.* Except for the Assessment lien, each Assessment against a Residential Unit is the personal obligation of the person who owned the Residential Unit at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Residential Unit or by waiver of the use or enjoyment of all or any part of the Common Elements, if any. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 9. *Payment by Mortgagee.* Any Mortgagee holding a lien on a Residential Unit may pay any unpaid Assessment payable with respect to such Residential Unit, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Residential Unit for the amounts paid with the same priority as the lien of the Mortgage.

Section 10. *Statement of Status of Assessment Payment.* Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first class postage prepaid, return receipt, any Owner, designee of Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Residential Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Residential Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Residential Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

Section 11. *Maintenance Accounts; Accounting.* If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a Manager, then such other persons or Manager must (i) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or Manager (ii) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, and provide to the (iii) Association an annual accounting and financial statement of Association funds prepared by the Manager, a public accountant or a certified public accountant.

ARTICLE XI

CONDEMNATION

Section 1. *Rights of Owners.* Whenever all or any part of the Common Elements shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed in lieu of a taking under threat of condemnation by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having

the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying.

The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 2. *Partial Condemnation.* The award made for such taking shall be payable to the Association for the benefit of the Owners and Mortgagees and, unless otherwise required under the Act, the award shall be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant and Owners who represent at least sixty-seven percent (67%) of the votes of all of the Owners shall otherwise agree, the Association shall restore or replace such Common Elements so taken on the remaining land included in the Common Elements to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such Common Elements are to be repaired or restored, the provisions above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed equally among the Residential Units, first to the Mortgagees and then to the Owners, as their interests appear.

Section 3. *Complete Condemnation.* If all of the Property is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, provided that the approval is first obtained of fifty-one percent (51%) of First Mortgagees of Residential Units subject to First Mortgages (which percentage is measured by votes allocated to such Residential Units), and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided above regarding disbursement of funds for partial condemnation.

ARTICLE XII

ASSOCIATION AS ATTORNEY-IN-FACT

Section 1. *Association as Attorney-in-Fact.* Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of purchasing and maintaining insurance pursuant to this Declaration, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association upon their damage or destruction, or a complete or partial taking as provided above. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument



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conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE XIII

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

Section 1. *General Provisions.* Declarant shall have the following Special Declarant Rights with respect to all of the property:

- a. ***Reservation of Development Rights.*** Declarant reserves the right to exercise all "Development Rights" as defined from time to time in the Act including, without limitation, the right or combination of rights, as follows:
 - (i) The right to add real estate to the Common Interest Community;
 - (ii) The right to create Units, Common Elements or limited Common Elements within the Common Interest Community;
 - (iii) The right to subdivide Units or convert Units into Common Elements; or
 - (iv) The right to withdraw real estate from the Common Interest Community.
- b. ***Limitation on Development Rights.*** The Development Rights reserved in this section are limited as follows:
 - (i) The Development Rights may be exercised at any time but not more than ten (10) years after the recording of the initial Declaration in the real estate records of Weld County, Colorado. In the event that development rights are exercised following seven (7) years after recording of the initial declaration, they may not be exercised without consent of fifty-one percent (51%) of the holders, insurers, or guarantors of first lien security interests.
 - (ii) All Units and Common Elements created pursuant to the Development Rights will be restricted to the same uses and to the same extent as the Units created under this Declaration as initially recorded.
- c. ***Phasing of Development Rights.*** No assurances are made by Declarant as to whether Declarant will exercise its Development Rights or the order in which such Development Rights will be developed. The exercise of Development Rights as to



some portions of the property will not obligate Declarant to exercise them as to other portions.

- d. *Special Declarant Rights.* Declarant reserves the right to exercise all "Special Declarant Rights" as defined from time to time in the Act including, without limitation, the right or combination of rights, as follows:
 - (i) To complete any improvements indicated on the Plat;
 - (ii) To maintain sales offices, management offices, signs advertising the Common Interest Community, and model homes;
 - (iii) To use easements through the Common Elements and Units for the purpose of making improvements within the Common Interest Community.
- e. *Models, Sales Offices and Management Office.* Declarant, its duly authorized agents, representatives and employees may maintain any Unit owned by Declarant or any portion of the Common Elements as a model unit, sales office or management office, and may post and maintain signs and displays in order to promote sales of Units. Declarant may assign the rights reserved hereunder to any individuals or entities including, but not limited to, contractors, builders and real estate agents for such periods of time and under such conditions as determined by Declarant. In addition, during periods of construction, Declarant may maintain a construction trailer on the Common Elements.
- f. *Construction: Declarant's Easement.* Declarant reserves the right to perform warranty work, repairs and construction in Units and Common Elements, to store materials in secure areas, and to control and have the right of access to work and make repairs until completion. All work may be performed by Declarant without the consent or approval of the Executive Board. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising special Declarant rights, whether arising under the Act or reserved in this Declaration. This easement includes the right to convey access, utility, and drainage easements to a governmental entity.
- g. *Declarant's Property.* Declarant reserves the right to remove and retain all its property used in the sales, management, construction and maintenance of the property, whether or not they have become fixtures.
- h. *Limitations on Special Declarant Rights.* Unless terminated earlier by a document executed by Declarant and recorded in the real estate records of Weld County, Colorado, any Reserved Development Rights and Special Declarant Right may be exercised by Declarant. As long as Declarant: (a) is obligated under any warranty or obligation; (b) holds a Development Right to create additional Units or Common Elements; (c) owns any Unit; (d) owns any security interest in any unit; or (e) ten (10)



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years have elapsed after recording of this Declaration in the real estate records of Weld County, Colorado. Earlier termination of certain rights may occur by statute.

- i. ***Interference With Special Declarant Rights.*** Neither the Association or any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of Declarant.

ARTICLE XIV

SPECIAL RIGHTS OF HOLDERS OF FIRST LIEN SECURITY INTERESTS

Section 1. *General Provisions.* The provisions of this Article are for the benefit of holders, insurers, or guarantors of holders of first lien security interests recorded within the Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and the Articles and Bylaws of the Association. A holder, insurer or guarantor of a first lien security interest who has delivered a written request to the Association containing its name, address, the legal description and the address of the Unit upon which it holds a security interest shall be considered an "Eligible Holder." Eligible insurers and guarantors of a first lien security interest shall have the same rights as Eligible Holders.

Section 2. *Special Rights.* Eligible Holders shall be entitled to: (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meetings of the Executive Board or Members of the Association; (e) designate a representative to attend any such meetings; (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration; (h) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles of Incorporation, or the Bylaws; (i) thirty (30) days written notice prior to the effective date of termination of any agreement for professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Community or by an Eligible Holder; and (j) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or to the Unit on which the Eligible Holder holds a security interest, if the cost of reconstruction exceeds Twenty Thousand Dollars (\$20,000.00) and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.



Section 3. *Special Approvals.* Unless at least sixty-seven percent (67%) of the Eligible Holders of first lien security interests (based on one (1) vote for each mortgage owned) of the Units in the Association and requisite Unit Owners have given their written approval, neither the Association nor any Member shall: (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvement thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Real Estate by the Association shall not be deemed a transfer within the meaning of this provision); (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or upkeep of the Common Elements; (d) fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration; (e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which are damaged or destroyed; (f) take action to terminate the legal status of the Community after substantial destruction or condemnation occurs; (g) amend any material provision of this Declaration; and (h) establish self-management by the Association when professional management has previously been required by the legal documents of the Community or by an Eligible Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification only. If an Eligible Holder of a first lien security interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within thirty (30) days, it shall be deemed to have approved such request.

Section 4. *Right to Pay Taxes and Insurance Premiums.* Any holder of a first lien security interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units, and the holder of a first lien security interest making such payments shall be entitled to immediate reimbursement therefor from the Association.

ARTICLE XV

DURATION OF COVENANTS AND AMENDMENT

Section 1. *Term.* The covenants and restrictions of this Declaration shall run with and bind the land for twenty (20) years and shall be automatically extended for successive twenty-year periods, unless an instrument is signed revoking or terminating the Project pursuant to the provisions of this Declaration or the Act.

Section 2. *Amendment of Declaration by Owners.* Except in cases of amendments that may be executed by the Declarant or the Association under the Act, this Declaration, or any provision of



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it, may be amended only by Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose.

Section 3. *Amendment Required by Mortgage Agencies.* Prior to seven (7) years after recording of this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration which a holder of a first lien security interest, or FHA, VA, FHLMC, GNMAA, FNMA or any similar entity authorized to insure, guarantee, make or purchase mortgage loans requires to be amended or repealed may be amended or repealed by Declarant or the Association. Any such amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the County of Weld, State of Colorado of a certificate setting forth the amendment or repeal in full.

Section 4. *Required Consent of VA/FHA to Certain Amendments.* While the Declarant is in control of the Association (i.e. Unit Owners other than Declarant have not yet elected a majority of the Executive Board), amendments to the Declaration, Articles of Incorporation or Bylaws of the Association must first be approved by the VA or FHA if either VA or FHA has approved the Community for VA guaranteed or FHA insured loans. Further, the Association may not be merged or consolidated with another association without the prior written consent of the VA or FHA if either the VA or FHA has approved the Community for VA guaranteed or FHA insured loans.

Section 5. *Declarant Rights.* To the extent permitted under the Act, provisions in this Declaration reserving or creating Special Declarant Rights may not be amended without the consent of Declarant.

Section 6. *Execution of Amendments.* Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act and this Declaration.

Section 7. *Revocation.* This Declaration shall not be revoked nor shall the regime created hereby be terminated (except as provided above regarding total destruction and/or total condemnation), without (i) the consent of all of the Owners evidenced by a written instrument duly recorded with the Clerk and Recorder and (ii) the consent of sixty-seven percent (67%) of First Mortgagees of Residential Units subject to First Mortgages (which percentage is measured by votes allocated to such Residential Units).



ARTICLE XVI

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. *Annexation Without Approval.* Until the termination of Declarant's Development Rights as set forth in Article XIII, Declarant may unilaterally annex and subject additional property, subject to the limitations and requirements of the Act, to the provisions of this Declaration. Such annexation may be completed in one or more phases in the sole discretion of Declarant or its Successor. Such annexation shall be accomplished by filing one or more Supplemental Declarations annexing such property, signed by Declarant or its successor and one or more Supplemental Plats created by a licensed surveyor depicting the parcel to be annexed, with the Clerk and Recorder. Such Supplemental Declaration(s) shall not require the consent of the Owners, but shall require the consent of the Owner of such property to be annexed, if other than Declarant. The cost of preparing the Supplemental Plat(s) shall be borne by the Owner proposing the annexation. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration and Supplemental Plat unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any property whatsoever.

Section 2. *Annexation with Approval of Executive Board or Owners.* The Executive Board of the Association may annex additional residential real property whose use is harmonious with the uses of the Property within the Association to the provisions of this Declaration upon request by and with the consent of the Owner of such property after the period of Declarant Control has ended. Any such proposed annexation shall be approved by the Executive Board by a vote of a simple majority of a quorum of Directors entitled to vote, as such quorum is defined in the Bylaws, and without notice to or first obtaining the affirmative approval of the majority of the Owners unless the proposed annexation will result in an increase in Annual Assessments to all Owners of more than ten percent (10%) of the Annual Assessments assessed in the previous year. In such a case, the Owners shall receive notice of the proposed annexation as provided in the Association Documents and shall be entitled to vote on the proposed annexation.

After approval by the Executive Board or the Owners, as the case may be, annexation shall be accomplished by filing a Supplemental Declaration and a Supplemental Plat, describing the property being annexed, with the Clerk and Recorder. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association and by the Owner of the annexed property. The Owner proposing the annexation shall bear the cost of having a Supplemental Plat of the annexed property prepared by a licensed surveyor. If an affirmative vote of the Owners was required, the Supplemental Declaration and Supplemental Plat shall be accompanied by a certificate of the Secretary of the Association certifying the approval of a sufficient number of Owners of the proposed annexation. Any annexation shall be effective upon filing unless otherwise provided in the Supplemental Declaration.

Section 3. Acquisition of Common Elements. Declarant may convey additional real estate, improved or unimproved, located within the Association or adjacent thereto, which upon conveyance or dedication to the Association shall be accepted by the Executive Board on behalf of the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its members.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

Section 2. Enforcement. Except as otherwise provided in this Declaration, the Executive Board, Declarant or any Owner shall have the right to enforce, by a 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 Executive Board of the Association, Declarant or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. 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 4. Conflicts Between Documents. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

DECLARANT:

LOT HOLDING INVESTMENTS, LLC

By: Bret Hall, Manager

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me on 3-12, 2001, by Bret Hall as Manager of Lot Holding Investments, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 8/25/03

Notary Public

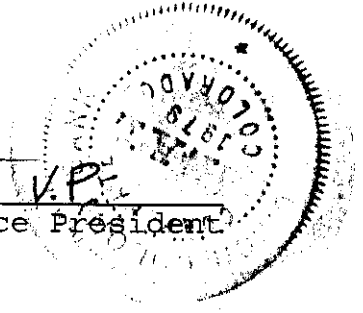


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LIEN HOLDER:

UNION COLONY BANK

Roch Schmitz
By: Roch Schmitz, Vice President

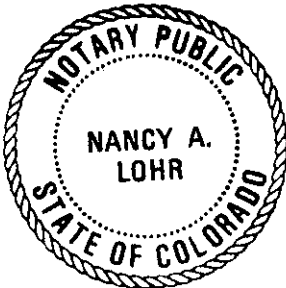


STATE OF COLORADO
COUNTY OF WELD

The foregoing instrument was acknowledged before me on
March 12, 2001 by Roch Schmitz, Vice President of
Union Colony Bank.

WITNESS my hand and official seal.

My commission expires: 7-18-04



Nancy A. Loehr
Notary Public



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EXHIBIT A

The legal description of the real property subject to this Declaration is:

All lots and outlots located in Centennial Farms Subdivision,
a subdivision of the Town of Milliken, Weld County, Colorado.



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EXHIBIT B

MINIMUM ARCHITECTURAL DESIGN STANDARDS FOR RESIDENTIAL CONSTRUCTION CENTENNIAL FARMS SUBDIVISION

The design standards set forth herein are in addition to the requirements of the ordinances of the Town of Milliken.

Section 1. *Diversity of Architectural Styles.* It is the intent of these guidelines to insure that each home remains compatible with the neighborhood as a whole. Domes, hyperbolic parabolas, modular homes, mansard roofs, and flat roofs will not be permitted in Centennial Farms Subdivision.

Section 2. *Minimum Square Footage and Building Height.* The ground floor finished area of any residence, exclusive of open porches, patios and vehicle garages, shall not be less than one thousand (1,000) square feet for a one-story residence and not less than six hundred (600) square feet for the first floor of a two-story residence. The total square footage minimum for the main floor and upper floors of a multi-level residence shall not be less than twelve hundred (1,200) square feet. The maximum building height of any residence constructed shall be thirty (30) feet measured from the top of the foundation to the crest of the highest roof line (excluding chimneys, cupola).

Section 3. *Roof Pitches.* The roof pitch on any residence must be a minimum of five-twelve (5/12).

Section 4. *Standards Regarding Use of Exterior Materials.* Exterior materials shall be limited as follows:

- a. The portion of siding to be exposed shall be a maximum width of eight (8) inches.
- b. Masonry veneer shall be required for a minimum of ten percent (10%) net of window and door openings of the first floor facade of the residence. If stone or brick are used on the front of the residence, the stone or brick shall be extended a minimum of two (2) feet on both sides of the residence at the same height as the brick or stone on the front of the residence. The Architectural Review Committee may alter this requirement to accommodate specific styles of construction where, in the opinion of the Architectural Review Committee, the masonry requirements would be detrimental to the style, look and appeal of the home.
- c. The roofing material to be utilized upon homes in the subdivision shall be a minimum twenty five (25) year heritage or equivalent. No wood roofs or shingles shall be allowed. Roofing colors must be limited to natural material colors or earth tone.
- d. Simulated materials must be approved by the Architectural Review Committee.
- e. Window frames shall be painted wood, natural wood, painted steel, anodized painted aluminum, or vinyl.



- f. Foundation walls shall not be exposed, except twelve (12) inches above grade.
- g. All fascia shall be a minimum of eight (8) inches and all soffits shall be a minimum of twelve (12) inches.
- h. All plumbing vents shall be located on the back portion of the residence.

Section 5. *Color of Exterior Materials.* ALL EXTERIOR COLORS MUST BE APPROVED BY THE Architectural Review Committee PRIOR TO CONSTRUCTION. The color of exterior materials used on the residence must be subdued and blend with the colors of the natural landscape. Earth tones, generally muted, are recommended. Accent colors on exterior doors, window frames, fascias, soffits and trim, used with restraint and in a manner which does not exceed ten percent (10%) of the surface of the residence, may be approved by the Architectural Review Committee.

Section 6. *Setbacks.* All structures shall be constructed such as to meet the building setbacks required by the Town of Milliken, Colorado.

Section 7. *Site Grading.* Exterior grading shall be adequate for drainage away from the house and adjacent houses; however, the grading shall not be forced to allow basement garden level or walkout windows and doors, except through the use of area walls. The type of grading and design of each lot is shown on the recorded plat and must be adhered to. Houses shall be sited to complement existing or planned houses on adjacent sites. Large elevated decks or patios are discouraged.

Section 8. *Paved Areas.* Hard-surfaced private driveways and parking areas are required. Concrete is the preferred surface for private driveways and parking areas. If alternative materials are proposed, they must be submitted to and approved by the Architectural Review Committee.



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Warranty Deed

THIS DEED is a conveyance of the real property described below, including any improvements and other appurtenances ("the property") from the individual(s), corporation(s) or other entity(ies) named below as GRANTOR to the individual(s) or entity(ies) named below as GRANTEE.

The GRANTOR hereby sells and conveys the property to the GRANTEE and the GRANTOR warrants the title to the property, except for (1) the lien of the general property taxes for the year of this deed, which the GRANTEE will pay (2) any easements and rights-of-way shown of record (3) any patent reservations and exceptions (4) any outstanding mineral interests shown of record (5) any protective covenants and restrictions shown of record, and (6) any additional matters shown below under "Additional Warranty Exceptions."

The specific terms of this deed are:

Grantor: Ronald O. Ehrlich

Grantee: Lot Holding Investments LLC, a Colorado Limited Liability Company
3026 4th Avenue, Greeley, Colorado 80631

Form of Co-Ownership: (If there are two or more grantees named, they will be considered to take as tenants in common unless the words "in joint tenancy" or words of the same meaning are added in the space below.)

Property Description: See Attached Exhibit A

Property Address: Vacant

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration.

Reservations-Restrictions: (If the GRANTOR intends to reserve any interest in the property or to convey less than he owns, or if the GRANTOR is restricting the GRANTEE's right in the property, make appropriate indication.)

Additional Warranty Exceptions: (Include deeds of trust being assumed and other matters not covered above.)

Executed by the Grantor on the 28th day of May, 1999.

Signature Clause for Corporation, Partnership or Association:

Signature Clause for Individual(s):

Name of Grantor: Corporation, Partnership or Association

By _____

By _____

Attest _____

RONALD O. EHRLICH

Ronald O. Ehrlich Grantor

Grantor

Grantor

STATE OF COLORADO)
COUNTY OF WELD)ss

The foregoing instrument was acknowledged before me this 28TH day of May, 1999, by Ronald O. Ehrlich.

WITNESS my hand and official seal.
My commission expires: 10-26-00



James K. McGinnis
Notary Public

EXHIBIT A TO WARRANTY DEED

DATED: MAY 28, 1999

The SE1/4; the NE1/4 and the E1/2 SW1/4 of Section 14, Township 4 North, Range 67 West of the 6th P.M., Town of Milliken, Weld County, Colorado, except that portion of land conveyed to The Little Thompson Reservoir and Water Supply Company in Quit Claim Deed recorded March 2, 1902 in Book 130 at Page 153 being more particularly described as follows:
A strip of land 100 feet in width, it being 50 feet on each side of the center line of the Ditch known and operated as the Little Thompson Lateral Company's Ditch, over and across the NE1/4 of Section 14, in Township 4 North of Range 67 West of the 6th P.M., Weld County, Colorado;

TOGETHER WITH Watson Irrigation well as evidenced by Decree No. W-6449 dated June 7, 1976.


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ARTICLES OF INCORPORATION

OF

CENTENNIAL FARMS HOMEOWNERS ASSOCIATION

(A Nonprofit Corporation)

I, the undersigned, being a natural person of the age of eighteen (18) years or more, acting as the incorporator of a corporation under the Colorado nonprofit corporation law, state as follows:

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\$ 50.00
SECRETARY OF STATE
08-04-2000 14:05:01

ARTICLE 1 - NAME

The name of the corporation is Centennial Farms Homeowners Association (the "Association").

ARTICLE 2 - PURPOSE

(a) The purposes for which the corporation is formed are as follows: To operate the Common Interest Community known as Centennial Farms Subdivision, located in the Town of Milliken, Weld County, Colorado, in accordance with the requirements for an association of Owners charged with the administration of property under the Colorado Common Interest Ownership Act of the Statutes of the State of Colorado, as amended, including, without limiting the generality of the foregoing statement, the performance of the following acts and services for a not-for-profit basis:

(i) To acquire, construct, manage, supervise, care for, operate, maintain, renew and protect all buildings, structures, grounds, roadways and other facilities, installations and appurtenances thereto relating to the property of the Association; to provide maintenance for the Common Elements, if any, within the Association; to maintain lands or trees; to enforce any and all covenants, restrictions and agreements applicable to the Association; and, insofar as permitted by law, to do any other thing that, in the opinion of the Executive Board, will promote the common benefit and enjoyment of the residents of the Association.

(ii) To prepare estimates and budgets of the costs and expenses of rendering these services and the performance, or contracting or entering into agreements for this performance, as provided for in or contemplated by this subparagraph (ii); to apportion these estimated costs and expenses among the Owners; and to collect these costs and expenses from the Owners obligated to assume or bear the same; and to borrow money for the Association's purposes, pledging as security the income due from Owners and from others, the property of the corporation and the Common Elements, if any, of the Association.

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(iii) To enforce, on behalf of the Owners, rules made or promulgated by the Executive Board with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures, grounds and facilities of the Association, and, to levy fines to enforce compliance with these rules.

(iv) To perform, or cause to be performed, all other additional services and acts as are usually performed by managers or managing agents of real estate developments, including without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

(b) To retain counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities described in this document.

(c) To do and perform, or cause to be performed, all other necessary acts and services suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and to acquire, sell, mortgage, lease or encumber any real or personal property for these purposes.

(d) To promote the health, safety, welfare and common benefit of the residents of the Common Interest Community.

(e) To do any and all permitted acts, and to have and to exercise any and all powers, rights and privileges which are granted to a Common Interest Community Association under the Colorado Common Interest Ownership Act, the Declaration, the Bylaws, and the laws applicable to a nonprofit corporation of the State of Colorado.

The foregoing statements of purpose shall be construed as statements of both purpose and powers. The purposes and powers stated in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE 3 - DURATION

The duration of the Association shall be perpetual.

ARTICLE 4 - CORPORATE OFFICE

The initial principal office of the corporation shall be 3026 4th Avenue, Greeley, CO 80632. ✓

ARTICLE 5 - AGENT FOR SERVICE

The initial registered agent of this corporation shall be Michael D. Stewart, whose address is 1812 56th Avenue, Greeley, Colorado 80634, whose written consent to appointment is provided herein.

ARTICLE 6 - EXECUTIVE BOARD

The names and addresses of the person(s) who are to serve as the first Executive Board of the Association until their successors are duly elected and qualified are:

Bret Hall, 3026 4th Avenue, Greeley, CO 80632.

The Executive Board shall consist of not less than one (1) director during the period of Declarant control. At such time as Declarant control terminates, the Executive Board shall consist of not less than three (3) directors. The specific number of Directors shall be fixed as provided in the Bylaws.

ARTICLE 7 - INCORPORATOR

The name and address of the incorporator is:

Michael D. Stewart
Otis, Coan & Stewart, LLC
1812 56th Avenue
Greeley, CO 80634

ARTICLE 8 - MEMBERSHIP CLASSES, RIGHTS AND QUALIFICATIONS

As more fully provided in the Declaration and Bylaws, the Association shall have one (1) class of voting membership as follows:

(a) Any person who holds title to a Residential Unit in the Association shall be a member of the corporation. There shall be one membership for each Residential Unit owned within the Association. The membership shall be automatically transferred upon the conveyance of that Residential Unit. Voting shall be one vote per Residential Unit, and the vote to which each membership is entitled is the vote assigned to its Residential Unit in the Declaration of the Association.

(b) Notwithstanding the foregoing, until the Declarant has conveyed seventy five percent (75%) of the Residential Units that may be created in the Common Interest Community to Unit Owners other than Declarant, the Declarant shall be entitled to two (2) votes per Residential Unit owned.

(c) If only one of several Owners of a Residential Unit is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated to the Residential Unit. If more than one of the Owners are present, the votes allocated to the Residential Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the votes allocated to the Residential Unit without protest being made promptly to the person presiding over the meeting by another Owner of the Residential Unit.

(d) The Owners shall elect all members of the Executive Board, following the period of Declarant control.

(e) Subject to Article 8, subsection (f) of these Articles, there shall be a period of Declarant control of the Association during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and Members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:

(i) sixty (60) days after conveyance of seventy five percent (75%) of the Units that may be created in the Common Interest Community to Unit Owners other than a Declarant; or

(ii) two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business; or

(iii) two (2) years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers of the Association and Members of the Executive Board before termination of the period described above. In that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(f) Not later than sixty (60) days after conveyance of twenty five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) Member and not less than twenty five percent (25%) of the Members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty three and one-third percent (33 1/3%) of the Members of the Executive Board must be elected by Unit Owners other than the Declarant.

(g) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) Members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board Members and officers shall take office upon election.

(h) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under C.R.S. 38-33.3-308, the Unit Owners, by a vote of sixty seven percent (67%) of all Unit Owners present and entitled to vote at a meeting of the Unit Owners at which a quorum is present may remove a Member of the Executive Board with or without cause other than a member appointed by the Declarant.

ARTICLE 9 - NOT FOR PROFIT

The Association shall be a nonprofit corporation without shares of stock. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, trustees, officers or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2 hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code; or (b) by a corporation, contribution to which are deductible under Section 170(c)(2) of the Internal Revenue Code or corresponding section of any future Federal Tax Code.

ARTICLE 10 - AMENDMENT

Amendment of these Articles of Incorporation shall require the assent of at least two thirds (2/3) of the Executive Board or may be adopted at a regular or special meeting of the members of the Association at which a quorum is present upon receiving the vote of two thirds (2/3) of the membership of the Association who are present at the meeting or who have provided proxies to be voted upon the proposed amendment; provided, that no amendments shall be adopted which would render these Articles inconsistent with the Declaration.

ARTICLE 11 - DISSOLUTION

Upon dissolution of the corporation, assets shall be distributed for one or more express purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding

section of any future Federal Tax Code or shall be distributed to the Federal Government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of general jurisdiction of the county in which the principal office of the corporation is then located exclusively for such purposes or such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

ARTICLE 12 - BYLAWS

The first Bylaws of the Association shall be adopted by the Executive Board and may be altered, amended or rescinded in the manner provided in the Bylaws; provided, however, that no provision of the Bylaws shall be contrary to or inconsistent with any provisions hereof or of the Declaration.

ARTICLE 13 - PERSONAL LIABILITY OF EXECUTIVE BOARD

The personal liability of an Executive Board member to the Association or its members for monetary damages for breach of fiduciary duty is eliminated; except that this shall not eliminate or limit the liability of a member of the Executive Board to the Association or its members for monetary damages for (a) any breach of the Executive Board member's duty of loyalty to the Association or its members; (b) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; (c) acts specified in C.R.S. 7-128-403; or (d) any transaction from which the Executive Board member derived an improper personal benefit.

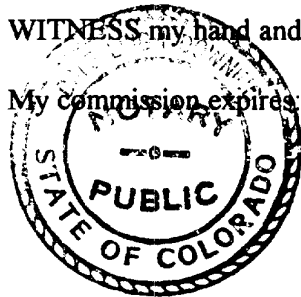
IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of Colorado, the undersigned, constituting the Incorporator of this corporation, has executed these Articles of Incorporation on August 2, 2000.


Michael D. Stewart, Incorporator

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Articles of Incorporation were signed and sworn to before me by Michael D. Stewart as Incorporator on August 2, 2000.

WITNESS my hand and official seal.



My commission expires _____

Dale Leigh Murray
Notary Public

My Commission Expires July 25, 2001 **CONSENT**

The undersigned specifically consents to the appointment as the initial Registered Agent of Centennial Farms Homeowners Association.

Dated: August 2, 2000

Michael D. Stewart
Michael D. Stewart

QUITCLAIM DEED

THIS DEED, dated this 3 day of July, 2002, between LOT HOLDING INVESTMENTS, LLC, a Colorado limited liability company, duly organized and existing under and by virtue of the laws of the State of Colorado, grantor; and CENTENNIAL FARMS HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation duly organized and existing under and by virtue of the laws of the State of Colorado, grantee, whose legal address is 3026 4th Avenue, Greeley, Colorado 80632.

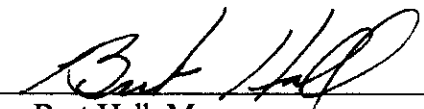
WITNESS, that the grantor, for valuable consideration, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the Town of Milliken, County of Weld and State of Colorado, described as follows:

Outlots A, B, C, D, F, and G
Centennial Farms Subdivision,
a subdivision of the Town of Milliken,
Weld County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the grantor has caused its name to be hereunto subscribed by its Manager the day and year first above written.

LOT HOLDING INVESTMENTS, LLC


By: Bret Hall, Manager



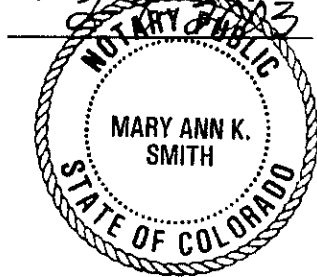
2970546 07/19/2002 03:12P Weld County, CO
2 of 2 R 10.00 D 0.00 J.A. "Suki" Tsukamoto

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me on July 3, 2002, by Bret Hall as Manager of Lot Holding Investments, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:



Mary Ann K. Smith
Notary Public

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QUITCLAIM DEED

Grantor(s), Lot Holding Investments, LLC

whose address is 3026 4th Avenue, Greeley, Colorado

County of Weld and State of Colorado,

for the consideration of Ten DOLLARS, in hand paid, hereby sell(s) and quitclaim(s) to the Town of Milliken whose

address is 1101 Broad Street, Milliken Colorado 80543

County of Weld and State of Colorado, the following real property, in the County of Weld and State of Colorado, to wit:

Outlot E
Centennial Farms Subdivision
a subdivision of the Town of Milliken,
County of Weld, State of Colorado.

also known by street and number as: Vacant Land

with all its appurtenances

Signed this 18th day of August, 2003.

Lot Holding Investments, LLC

By: Bret Hall

Bret Hall, Manager

STATE OF COLORADO

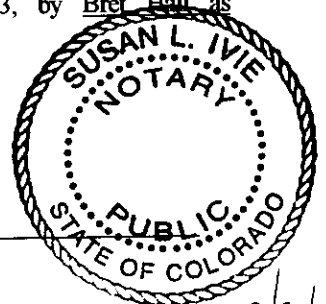
County of Weld

The foregoing instrument was acknowledged before me this 18th day of August, 2003, by Bret Hall as
Manager of Lot Holding Investments, LLC.

Witness my hand and official seal.

My commission expires: 9/20/05

Susan L. Ivie
Notary Public



My Commission Expires 9/20/05

CONSENT

The Town of Milliken, Colorado hereby consents to the above described quitclaim deed.

Dated: 8/25/03

TOWN OF MILLIKEN COLORADO

By: North Star

Its Town Clerk

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)