

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

MEADOW VALE FARM
A PLANNED COMMUNITY

AND

MEADOW VALE FARM COMMUNITY ASSOCIATION

PREAMBLE

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made on this 28th day of May, 1999, by MEADOW VALE FARM, INC. a Colorado corporation, hereinafter referred to as the "Original Declarant" and THE MEADOW VALE FARM COMMUNITY ASSOCIATION, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, Original Declarant caused to be recorded on June 4, 1996 a Declaration of Covenants, Conditions, and Restrictions for Meadow Vale Farm, a Planned Community, and Meadow Vale Farm Community Association, as that Declaration is found in Book 1550 at Page Number 116 and Reception No. 2494531 and;

WHEREAS, Original Declarant caused to be recorded on October 23, 1996 a First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Meadow Vale Farm, a Planned Community, and Meadow Vale Farm Community Association, as that First Amendment is found in Book 1573 at page 462 and Reception No. 2517105 and;

WHEREAS, Original Declarant caused to be recorded on May 30, 1997 a First Supplemental Declaration for Meadow Vale Farm; a Planned Community and Meadow Vale Farm Community Association, as that First Supplement is found in Book 1608 at Page 963 and Reception No. 2550695 and;

WHEREAS, Original Declarant and Association desire to amend the Declaration in accordance with Article X, Section 2 of the Declaration and;

WHEREAS, Association did at its annual meeting on May 15, 1999 discuss and approve unanimously the amendments to the Declaration of Covenants, Conditions, and

Restrictions which appear in this document and;

WHEREAS, Original Declarant has reviewed and accepts the amendments.

NOW THEREFORE, the Original Declarant and the Association publishes this Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Meadow Vale Farm, a Planned Community, and Meadow Vale Farm Community Association with the intent that in the amendments security interest on any Lot within Meadow Vale Farm and any subsequent transferee or any other third party who has constructive notice of this amendment.

AMENDMENTS

Article V, Section 6 of the Declaration found on page 10 of the Declaration of June 4, 1996 is repealed in its entirety.

Article VI, Section 11 of the Declaration found on page 12 of the Declaration of June 4 1996 is repealed in its entirety and is replaced with the following language:

Section 11 – Restrictions on Parking and Storage. Excepts as expressly heretofore provided, no Lot, including the private drives, or parking areas, unless specifically designated by the Association therefor(sic), shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat or accessories thereto, trucks with greater than a one (1) ton cargo capacity, self-contained motorized recreational vehicle except as a temporary expedience for loading, delivery or emergency. No more than three (three) vehicles of any type shall parked (sic) on any driveway at any time for a period which shall not exceed seventy-two (72) hours. Any vehicle parked on a private drive or parking area shall only allow parking of vehicles which are in good repair and in operable condition. No abandoned or inoperable vehicles (which shall be defined to mean any vehicle which has not been driven under its own propulsion for a period of two (2) weeks or longer) shall be stored any where(sic) on a Lot, a private drive, or parking area specifically designed as such by the Association. This restriction, however, shall not restrict small, single axel utility trailers or commercial vehicles which are necessary for the construction of residential dwellings, or landscaping of Lots upon which a residential dwelling has been built. This restriction, however, shall not prevent Owners of Lots from allowing guest's vehicles to park on private drives or approved parking areas of a lot for periods which do not exceed seventy-two (72) hours. Owners may also allow guests with self contained motorized recreational vehicles to park in a private dreive for a period of fourteen(14) consecutive days without prior approval of the Executive Borad of the Association. Any self contained motorized recreational vehicle shall not continue to be parked on a private drive or designated parking area for a period of longer than fourteen (14) days without having received written approval of the Executive Board prior to the parking of the vehicle. The Executive Board shall also have the ability to grant waivers of these restrictions set forth in Section 11 upon application to the Executive Board if circumstances warrant a waiver from the restrictions set forth herein.

Article VI, Section 11 of the Declaration found on page 12 of the Declaration of June 4, 1996 is repealed in its entirety and is replaced with the following language:

Section 12 – Animals Within Project. Animals shall be kept or harbored within the Project subject to the existing ordinances of Weld County, Colorado. It shall be the obligation of each Owner owning a pet to control said pet in accordance with existing ordinances of Weld County, Colorado. It shall be the responsibility of each owner to maintain any Lot or Common Area used in any manner by any pet to avoid any noise or order or nuisance to any other owner within the Association. The keeping of animals within the subdivision, and all Owners shall be subject to this covenant which requires that the Owners comply with the terms and conditions of those rules and regulations regarding animals within the Project. Any rules and regulations regarding animals shall be established in accordance with the Bylaws of the Association. No more than six household pets of two of more species or four household pets of one species as defined by the existing ordinances of Weld County, Colorado shall be allowed. No more than two animals units which are non-household pets shall be allowed. Non-household pets shall be defined as follows:

Animal Unit: A term and number used to establish an equivalency for various species

	Animal Unit Equivalentents	Maximum Number Per Lot
Cattle	1	2
Horse	1	2
Swine	1	2
Sheep	.5	4
Goat	.5	4
Llama	.5	4
Geese/Turkey	.4	5
Chickens/Ducks	.1	12
Rabbit	.1	12

No animal shall be kept within the Project for any commercial purpose. No Lot Owner shall allow an animal owned or controlled by that Lot Owner to utilize any open space within the Development for grazing of any type.

Article VI, Section 17 of the Declaration found on page 13 of the Declaration of June 4, 1996 is repealed in its entirety and is replaced with the following language:

Section 17 – Dog Runs Clotheslines and Storage Areas. No dog run, drying yard, storage or wood pile shall be constructed or altered within the Project without being approved according to the provisions of this Declaration regarding Architectural Control. The installation of retractable clotheslines on the rear exterior of residential homes shall be permitted iwthout the need for architectural review and approval as described in this

Declaration. Any Owner utilizing a retractable clothesline shall be required to keep the clothesline retracted when not in use. The installation of a temporary dog run shall be permitted without the need for architectural review and approval as described in the Declaration. Any temporary dog run shall be defined to mean a fenced area for dogs which shall not be allowed to exist for a period of more than one hundred-eighty (180) days from the date of its construction. Any permanent dog run shall require approval according to the provisions of this Declaration regarding architectural control.

Article IX, Section 12 of the Declaration found on page 19 of the Declaration of Jun 4, 1996 is repealed in its entirety and is replaced with the following language:

Section 12 – Notice of Completion. Upon completion of any Improvement of Property, the Applicant shall give written Notice of Completion to the Association Architectural Review Committee. Until the date of receipt of such a Notice of Completion, the Association Architectural Review Committee shall not be deemed to have notice of completion of such Initial Improvements or Improvement to Property.

IN WITNESS WHEREOF, Original Declarant and Association have executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Meadow Vale Farm, a Planned Community, and Meadow Vale farm Community Association on this 28th day of May, 1999. Original Declarant and Association further reaffirm the remaining Covenants, conditions and Restrictions as originally recorded on June 4 1996 or as previously amended on October 23, 1996.

Original Declarant
MEADOW VALE FARM, INC.,
A Colorado corporation,

By: _____
FLOYD OLIVER, JR, President

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 28th day of May, 1999, by FLOYD OLIVER, JR., known to me to be the President of MEADOW VALE FARM, INC., a Colorado Corporation.

WITNESS my hand and official seal.

Glen Droegemueller
Notary Public
Address: 822 7th Street, #350
 Greeley, CO 80631
My commission expires: 02/02/02

