

After recording, please return to:

Danaly Howe
District Manager, Centennial Consulting Group
2619 Canton Court, Suite A
Fort Collins, Colorado 80525

RECEPTION #20180039229, 6/28/2018 2:32:56 PM,
1 of 7, \$43.00
Angela Myers, Clerk & Recorder, Larimer County, CO

FIRST SUPPLEMENTAL DECLARATION FOR HERITAGE RIDGE

THIS FIRST SUPPLEMENTAL DECLARATION FOR HERITAGE RIDGE (“**First Supplement**”) to the Declaration of Covenants, Conditions, Restrictions and Easements for Heritage Ridge is made effective as of the 24th day of May, 2018 by HERITAGE RIDGE I, LLC, a Wyoming limited liability company (the “**Declarant**”), and is approved by the Declarant, as the sole owner of the Annexed Parcels, as later defined, within Heritage Ridge (the “**Development**”).

WITNESSETH:

WHEREAS, the Declarant recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Heritage Ridge with the Larimer County Clerk and Recorder on June 1, 2016 at Reception No. 20160034548, hereafter referred to as the “**Declaration**.”

WHEREAS, Section 1.1.7, Section 1.1.9, Section 1.1.21 and Section 4.2.3 of the Declaration allow the Declarant to annex Future Parcels to the terms of the Declaration by recording Supplemental Declarations with the Larimer County Clerk and Recorder;

WHEREAS, Section 1.1.21 of the Declaration provides that a Supplemental Declaration may establish additional covenants, conditions and restrictions applicable to such annexed Future Parcels, and the same may contain exceptions, deletions or modifications from the Declaration applicable to such annexed Future Parcels; and

WHEREAS, Section 6.3.1 of the Declaration provides that the Declaration may be amended and/or supplemented by the affirmative vote or agreement of the Owners of sixty-seven percent (67%) of the Lots.

NOW, THEREFORE, the Declaration is supplemented as follows:

1. Legal Description. There is hereby annexed to the Development, and submitted to the Declaration, the Future Parcels legally described on Exhibit “A” attached hereto and by this reference incorporated herein (the “**Annexed Parcels**”).
2. Annexation. In accordance with Section 4.2.3 of the Declaration, (i) the term “**Property**” is amended to include the Annexed Parcels, and (ii) the Annexed Parcels

shall be, and hereby are, expressly and unequivocally subject to the Declaration and all terms and provisions thereof.

3. Supplement to the Declaration.

a. As to the Annexed Parcels, and pursuant to Sections 1.1.21 and 6.3.1 of the Declaration, Section 3.6.1 of the Declaration is hereby supplemented and restated in its entirety as follows:

3.6.1 Except as otherwise provided in subsection 3.6.2 hereof and/or in rules and regulations which may be adopted by the Governing Board from time to time, vehicles shall be parked only in the garages and private driveways serving the Lots, or in appropriate spaces or areas which may be designated by the Governing Board from time to time, except that any vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. Vehicles shall be subject to such reasonable rules and regulations as the Governing Board may adopt from time to time. The Declarant (or a builder with the express written approval of the Declarant) may designate certain parking areas for visitors or guests, and the Governing Board may adopt reasonable rules and regulations, from time to time, governing traffic or parking areas. For clarification, and not in limitation of the foregoing, vehicles shall not be parked on the street except as a temporary expedient (but not between the hours of 2:00 a.m. and 6:00 a.m.) for loading, delivery, or the arrival or departure of visitors; provided, however, that such parking shall be allowed at any time for a bona fide emergency.

b. As to the Annexed Parcels, and pursuant to Sections 1.1.21 and 6.3.1 of the Declaration, Section 3.6.2 of the Declaration is hereby supplemented and restated in its entirety as follows:

3.6.2 Except as may otherwise be set forth in the rules and regulations or Guidelines, or as otherwise required by law, heavy duty trucks, heavy duty commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, boat trailers, golf carts, junk cars, cars that are not capable of moving on their own power, and buses shall be parked only in enclosed garages or specific areas, if any, which may be designated by the Governing Board from time to time. This restriction, however, shall not restrict heavy duty trucks or heavy duty commercial vehicles which are necessary for construction or for the maintenance of any portion of the Property or any Improvements located thereon, nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency. Passenger vehicles, light duty trucks, and vans with commercial writing on

them may be parked in private driveways so long as such commercial writing is not offensive, is not garish, or is in keeping with reasonable community standards as determined by the Governing Board. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted in the Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if, for example, it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval of the Governing Board. This provision is intended to be broadly interpreted to cover almost any type of vehicle not intended for every-day use. However, trailers, campers, motor homes, pickup coaches, tents, or boats which can be and are stored completely within a garage, and are not used for living purposes will not be in violation of these restrictions. The fact that a vehicle of the above description may be licensed by the State of Colorado or any other state as a passenger vehicle shall in no way exempt it from this provision or the general intent of this provision.

c. As to the Annexed Parcels, and pursuant to Sections 1.1.21 and 6.3.1 of the Declaration, Section 6.3.2 of the Declaration is hereby supplemented and restated in its entirety as follows:

6.3.2 Notwithstanding anything to the contrary, until ten (10) years after conveyance of all the Property to the first Owners thereof other than the Declarant, no amendment or supplement of this Declaration shall be effective without the prior written approval of the Declarant. If the time period for Declarant's prior written approval of any amendment or supplement of this Declaration set forth above is in conflict with any state law or authority, such time period shall be amended to conform to such requirement, whether now or at a future point in time.

4. Defined Terms. The Capitalized terms used in this First Supplement shall have the same meaning as ascribed in the Declaration.

5. Full Force and Effect. Except as set forth in this First Supplement, all other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Supplement to be executed as of the day and year first above written.

[Signature pages commence on the following page.]

DECLARANT:

HERITAGE RIDGE I, LLC,
a Wyoming limited liability company:

By: 
James Rigeimer, Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 18th day of MAY, 2018, by James Rigeimer, as Manager of HERITAGE RIDGE I, LLC, a Wyoming limited liability company, Declarant.

WITNESS my hand and official seal.

My commission expires: 11-5-20.



Notary Public



LENDER'S CONSENT TO
FIRST SUPPLEMENTAL DECLARATION FOR HERITAGE RIDGE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as the lender holding a security interest via a deed of trust encumbering some or all of the Property under the Declaration, hereby consents to subjection of the Property to the Declaration, as supplemented by the First Supplement to the Declaration, and all the terms and provisions hereof.

Executed this 24th day of May, 2018.

LENDER:

GREAT WESTERN BANK

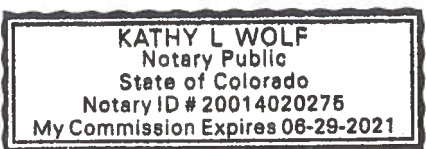
By: [Signature]
Its: Bus Banker

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 24th day of May, 2018, by Abigail Shepherd as Bus Banker of GREAT WESTERN BANK. Christen Ben

WITNESS my hand and official seal.

My commission expires: 6/29/21. [Signature]
Notary Public



METROPOLITAN DISTRICT'S CONSENT TO
FIRST SUPPLEMENTAL DECLARATION FOR HERITAGE RIDGE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as the Metropolitan District charged with covenant enforcement and architectural review services under the Declaration, hereby consent to subjection of the Property to the Declaration, as supplemented by the First Supplement to the Declaration, and all the terms and provisions hereof.

Executed this 23 day of May, 2018.

METROPOLITAN DISTRICT:

HERITAGE RIDGE METROPOLITAN DISTRICT:

By: 
Kenneth Mitchell, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 23 day of May, 2018, by Kenneth Mitchell, as President of HERITAGE RIDGE METROPOLITAN DISTRICT.

WITNESS my hand and official seal.

My commission expires: 4/17/21 .


Notary Public

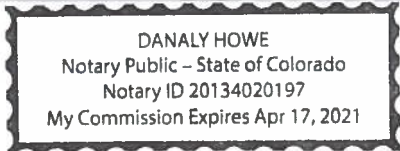


EXHIBIT "A" TO FIRST SUPPLEMENTAL DECLARATION FOR HERITAGE
RIDGE

Legal Description of Annexed Parcels

Block 1, Lots 1 through 19;
Block 2, Lots 1 through 8;
Block 3, Lots 1 through 11;
Block 4, Lots 1 through 8;
Tracts B, C, D, E, F and G;
Heritage Ridge Second Filing,
Town of Berthoud, County of Larimer, State of Colorado.

Block 1, Lots 1 through 6;
Block 2, Lots 1 through 10;
Block 3, Lots 1 through 9;
Block 4, Lots 1 through 5;
Block 5, Lots 1 through 7;
Block 6, Lots 1 through 5;
Block 7, Lots 1 through 7;
Tract A
Heritage Ridge Third Filing,
Town of Berthoud, County of Larimer, State of Colorado.

Block 1, Lots 1 through 3;
Block 2, Lots 1 through 8;
Block 3, Lots 1 through 8;
Block 4, Lots 1 through 2;
Block 5, Lots 1 through 4;
Block 6, Lots 1 through 3;
Block 7, Lots 1 through 9;
Block 8, Lots 1 through 12;
Tract A
Heritage Ridge Fourth Filing,
Town of Berthoud, County of Larimer, State of Colorado.

Block 1, Lots 1 through 9;
Block 2, Lots 1 through 6;
Block 3, Lots 1 through 3;
Block 4, Lots 1 through 6;
Block 5, Lots 1 through 9;
Block 6, Lots 1 through 9;
Block 7, Lots 1 through 8;
Heritage Ridge Fifth Filing,
Town of Berthoud, County of Larimer, State of Colorado.