

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
LITTLE TWINS HILLS
(a common interest community)**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LITTLE TWINS HILLS, is made and entered into this ___ day of April, 2001, by LITTLE TWINS HILLS DEVELOPMENT COMPANY, a Colorado corporation, and ROGER L. MCCONNELL and RHONDA L. MCCONNELL ("McConnells"), hereinafter referred to as "the Declarants" and amends only in the following particulars, the Declaration of Covenants, Conditions and Restrictions for Little Twins Hills dated April 11, 2001, and recorded April 12, 2001, at Reception Number 2001027240 of the Larimer County, Colorado, records:

1. Article II, Definitions, is amended by the addition of the following definition:

"Road Reserve Fee" shall mean a Fifty Dollar (\$50.00) assessment for the deferred or emergency maintenance of roads which each initial Owner of a Tract shall pay to the Association at the time of the purchase of such Tract.

2. Paragraphs 7.1 and 7.6 of Article VII, Covenants for Assessments, are amended as follows:

- 7.1. Creation of Lien and Personal Obligation for Road Reserve Fee, Assessments and Special Assessments. Except as provided below, each Owner of any Tract, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense and other Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided. Said assessments, interest, and costs of collection, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such assessment is made. Such assessments, including reasonable attorneys' fees shall be the personal obligation of the Person who was the Owner of such Tract at the time when the assessment fell due. The personal obligation for any delinquent assessment shall not pass to his or her successors in title unless expressly assumed by them. No Tract Owner may become exempt from liability for payment of the Common Expense Assessment by waiver of the use or enjoyment of the Common elements or by abandonment of the Tract against which Common Expense Assessments are made. The Declarants

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shall not pay Road Reserve Fees, annual or special assessments on Tracts owned by the Declarants until such time as ninety percent (90%) of the Tracts have been sold, at which time Declarants shall pay the Road Reserve Fee, annual assessments and special assessments, if any, on Declarants' remaining Tracts.

- 7.6 Date of Commencement of Road Reserve Fees, Annual Assessments and Budget. Each initial Owner (with the exception of Declarants until ninety percent (90%) of the Tracts have been sold) shall pay a Road Reserve Fee of \$50.00 at the closing of the purchase of such Owner's Tract. Common Expense Assessments shall begin on the first day of the month in which conveyance of the first Tract to a Tract Owner other than the Declarants occurs. The first assessment shall be prorated according to the number of days remaining in the assessment period established by the Executive Board. The Executive Board shall fix the amount of the annual Common Expense Assessment against each Tract at least yearly. The initial annual assessments shall be One Hundred Twenty Dollars (\$120.00) per Tract which may be adjusted at the first annual meeting and subsequent annual meetings of the Association as set forth herein. Written notice of assessment shall be sent to every Tract Owner subject thereto. After the first budget year of the Association, within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Tract Owner and shall set a date for a meeting of the Tract Owners to consider ratification of the budget. The meeting shall be not less than fourteen (14) nor more than fifty (50) days after the mailing of the summary. Unless at that meeting a majority of all Tract Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Tract Owners continues until the Tract Owners ratify a new budget proposed by the Executive Board.

3. Except as specifically set forth herein, the Declaration of Covenants, Conditions and Restrictions for Little Twins Hills remains in full force and effect.



**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
LITTLE TWINS HILLS
(a common interest community)**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LITTLE TWINS HILLS, is made and entered into this 1st day of November, 2001, by LITTLE TWINS HILLS DEVELOPMENT COMPANY, a Colorado corporation, and ROGER L. MCCONNELL and RHONDA L. MCCONNELL ("McConnells"), hereinafter referred to as "the Declarants" and amends only in the following particulars, the Declaration of Covenants, Conditions and Restrictions for Little Twins Hills dated April 11, 2001, and recorded April 12, 2001, at Reception Number 2001027240 of the Larimer County, Colorado, records:

1. Article 11.20 is amended by the addition of the following language:

Fences shall be built within or on a Tract Owner's surveyed property line and may not encroach on an adjoining or adjacent Tract except with the permission of the Owner of the Tract affected by the placement of said fence.

2. Article 11.21 is amended in its entirety as follows:

11.21 Temporary Residence. No structure of a temporary character, trailer, mobile home, basement, or accessory building shall be used on any Tract as a residence; provided that a camper trailer, motor home, or pickup camper may be used and occupied on any Parcel for periods not to exceed two (2) consecutive weeks and for not more than thirty (30) days total per calendar year. A pickup camper, camper trailer or a motor home may be parked or stored on a Tract, if the Tract has a permanent residential structure thereon and the unit to be parked or stored is housed within a structure approved by the Architectural Control Committee, or is otherwise adequately stored so as to be screened from view of other Tracts and Roads. A pickup camper, camper trailer or motor home may be used on a Tract by the Tract Owner while building a residence for a period not to exceed ninety (90) days, if approved in advance by the Architectural Control Committee. The Architectural Control Committee may grant one additional ninety (90) day extension during the building of the residence, in its discretion. The Architectural Control Committee may grant relief from this provision upon good cause shown.

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3. Article 11.25 is amended by the addition of the following language:

Covenants regarding electrical and telephone service and easements are as follows:

(a) Tracts 10 through 17 and 19 through 27 must have buried, underground electric and telephone service from the source to the building site. Above ground utility services standing and in use as of the date of the execution of this Amendment on said tracts shall be allowed as a non-conforming use.

(b) The Little Twins Hills Owners Association may grant easements for electrical service to properties outside of Little Twins Hills so long as the electrical service is buried and remains underground to the off-site building or for one mile, whichever is less. Contracts entered into between the Association and off-site owners shall require that any extension of electric service from said off-site owner to another off-site owner within one mile of Little Twins Hills shall likewise be underground, so that there are no above ground electric lines or other facilities within one mile of Little Twins Hills. Owners of Tracts may not grant such off-site electrical services easements.

(c) In the event the Little Twins Hills Owners Association grants an easement for electrical service to an off-site owner, the Association board of directors shall determine the price to be paid to the Association for said grant and also obtain from the off-site owner a damage deposit in the amount of \$2,500.00, to cover damage to any Tract caused by the excavation and construction of the utility services. The Association shall refund so much of the \$2,500.00 deposit to the off-site owner at the completion of the construction of the utility service easement as is not necessary to pay for any such damages. Neither the Association nor any Tract Owner shall grant any telephone service easements outside of Little Twins Hills.

4. Except as specifically set forth herein, the Declaration of Covenants, Conditions and Restrictions for Little Twins Hills and any prior amendments thereto remain in full force and effect.

DECLARANTS:

LITTLE TWINS HILLS DEVELOPMENT COMPANY, a Colorado corporation

By: *Kent L. Johnson, Pres.*
Kent L. Johnson, President




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STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

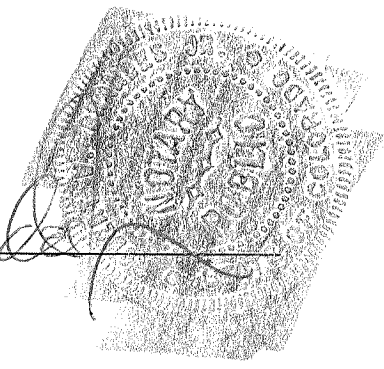
The foregoing Declaration of Covenants, Conditions and Restrictions were acknowledged before me this 15th day of November, 2001, by Kent L. Johnson, President of Little Twins Hills Development Company.

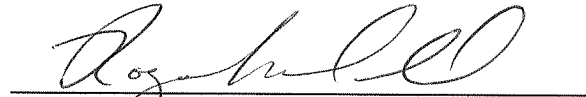
Witness my hand and official seal.

My commission expires: 10 MAY 02



Notary Public





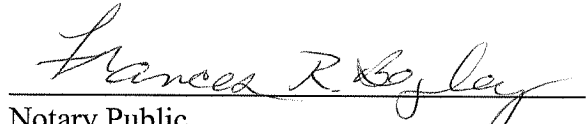
Roger L. McConnell

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing Declaration of Covenants, Conditions and Restrictions were acknowledged before me this 5th day of November, 2001, by Roger L. McConnell.

Witness my hand and official seal.

My commission expires: 3/6/04



Notary Public

