

**FOURTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILDWING SUBDIVISION**

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDWING SUBDIVISION ("Fourth Amendment") is made and entered into as of the 8 day of March, 2016, by WW Development, LLC, a Colorado limited liability company ("Owner" and "Declarant").

RECITALS

- A. A Master Declaration of Covenants, Conditions and Restrictions for WildWing Subdivision ("Initial Declaration") was recorded November 20, 2007, at Reception No. 20070086611 in the real property records of the Clerk and Recorder of Larimer County, Colorado. The said Declaration has been amended by three subsequent amendments, all of which were recorded in the real property records of the Clerk and Recorder of Larimer County: The First Amendment to Master Declaration of Covenants, Conditions and Restrictions of WildWing Subdivision (the "First Amendment") was recorded January 30, 2012, at Reception No. 20120006063; the Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of WildWing Subdivision (the "Second Amendment") was recorded April 4, 2012, at Reception No. 20120022151; and the Third Amendment to Master Declaration of Covenants, Conditions and Restrictions of WildWing Subdivision (the "Third Amendment") was recorded February 8, 2013, at Reception No. 20130010638. The Initial Declaration, together with the First Amendment, the Second Amendment, and the Third Amendment, shall be collectively referred to herein as the Declaration.
- B. The Declaration pertains to certain real property defined therein as the "Property," and also to certain additional property defined therein as the "Development Property."
- C. Section 2.40 of the Declaration provides; "Plat" shall mean the recorded Plat for WildWing Subdivision, as amended or supplemented from time to time." WildWing Final Plat Filing No. 1 was recorded October 25, 2007, at Reception No. 20070080538. WildWing Final Plat Filing No. 1 Amendment No. 1 was recorded November 30, 2007, at Reception No. 20070089387. WildWing Final Plat Filing No. 1 Amendment No. 2 was recorded November 25, 2008, at Reception No. 20080072667. WildWing Final Plat Filing No. 2 was recorded March 2, 2016, at Reception No. 20160012605. Declarant plans to file WildWing Final Plat Filing No. 3 in the future.
- D. Article 6 of the Declaration provides that certain rights are reserved by and for the benefit of the Declarant. Section 6.4 of the Declaration provides, in pertinent part, as follows with respect to development of the Property:

... No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete development of Property within the Community....

- E. Section 10.32 of the Declaration, as created by the Second Amendment, provides as follows:

The maximum number of Lots that may be created on the Property subject to this Declaration at any time and from time to time shall be five hundred (500).

- F. Section 10.3 of the Declaration provides, in pertinent part, as follows with respect to amendment of the Declaration:

... any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by the Members of the Association holding at least two-thirds (2/3) of the votes of the Association and two-thirds (2/3) of First Mortgagee (sic) encumbering any Lot in the Community. The approval of any duly adopted amendment or repeal shall be evidenced by certification by the Members of their votes to the Executive Board. The amendment or repeal shall be effective upon the Recordation of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been duly adopted by the Members. Any Amendment to the Declaration made hereunder shall be effective only when Recorded....

- G. The undersigned Owner owns Lots representing roughly 71.1% of the votes in the Association (Owner owns 236 of the 332 Lots), thereby representing more than two-thirds (2/3) of the votes in the Association.
- H. The Owner and Declarant represents that there are no First Mortgagees within the Lots created in WildWing Final Plat Filing No. 2, nor are there any First Mortgagees within the portions of the Property to be included in the future WildWing Final Plat Filing No. 3, to both of which this Fourth Amendment applies specifically. .
- I. The Owner desires to further amend the Declaration as hereinafter provided.

NOW, THEREFORE, Owner/Declarant hereby publishes and declares that the Declaration is amended and modified as follows:

1. **Defined Terms.** Unless otherwise defined herein, all capitalized terms used in this Fourth Amendment shall have the meanings set forth in the Declaration.
2. **Section 3.7 of the Initial Declaration, as amended by Section 6 of the Second Amendment and as further amended by Section 2 of the Third Amendment, is hereby further amended to add a new subsection 3.7.1, applicable only to the newly-created Lots added by WildWing Final Plat Filing No. 2 and any Lots to be added in the future by Declarant (hereinafter the "Subject Lots"). This new subsection 3.7.1 shall not be applicable to the 98 Lots that have remained unchanged from WildWing Final Plat Filing No.1, as that Filing No. 1 plat has been amended. The new Subsection 3.7.1 reads as follows:**

3.7.1 Specific Building Requirements – Lots in Filing No. 2 and Filing No. 3. In addition to all other restrictions and limitations on improvements set forth in this Declaration, the Rules and Regulations and all laws, all Improvements to the Subject Lots shall be subject to the following restrictions:

- (a) **Residence Size.** Any residence erected wholly or partially on any of the Subject Lots or part or parts thereof, shall contain a minimum living area in the main structure, exclusive of basements, garages, porches or terraces, as follows: Patio Homes – 1,500 square feet; Single-family, non-lake-front residences – 1,900 square feet for single-level residences and 2,600 square feet for all other residences; Single-family, lake-front residences – 2,500 square feet for single-level residences and 3,000 square feet for all other residences. The Design Review Committee shall have the right to amend the minimum allowable size requirements at its discretion.
- (b) **Construction Standards.** The Design Review Committee shall have the authority to determine the required percentage of brick and stone to be used on the remaining exterior surface of each residence after excluding windows, and to determine the extent to which other materials can be used, such as wood beams and stucco, to make up the percentage base on the architectural theme of the residence. Such requirements will be published from time to time in the Design Standards set forth by the Design Review Committee.
- (c) **Accessory Structures.** Accessory Structures means any detached garage, outbuilding, lawn equipment storage building, or other structure upon a Subject Lot, other than the residence. Accessory Structures are not permitted.
- (d) **Roofs.** No residence on a Subject Lot is permitted to have an asphalt, composite or wooden shingle roof, unless otherwise permitted by the Design Guidelines or by the Design Review Committee, applying a strict standard for fire retardation.

(e) Garages. For Patio Homes on the Subject Lots, there shall be an attached garage of a minimum of twenty (20) feet deep and twenty (20) feet wide, containing a minimum of 400 square feet, holding a minimum of two (2) vehicles. For all other residences on the Subject Lots, there shall be an attached garage of a minimum of twenty (20) feet deep and thirty (30) feet wide, containing a minimum of 600 square feet, holding a minimum of three (3) vehicles.

- 3. With the recording of WildWing Final Plat Filing No. 2, Declarant added 234 specified Subject Lots within the Community that are subject to the Declaration, adding to the previous 98 specified Lots within the Community and bringing the total number of Lots in the Community to 332.
- 4. Except as expressly amended and modified herein, the terms, covenants, conditions, easements, restrictions and reservations contained in the Declaration shall remain in full force and effect, and the Declaration, as amended and modified herein, shall be deemed to run with the Property and shall be a burden and benefit to the Property and binding upon the Owners of all or any portion thereof and any person or persons acquiring or owning any interest in all or any portion of the Property, and their respective grantees, heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for WildWing Subdivision as of the day and year first above written.

OWNER/DECLARANT:

WW DEVELOPMENT, LLC,
a Colorado limited liability company

By: _____

Gary Hoover, Manager

STATE OF COLORADO)

) ss.

COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 8 day of March, 2016, by Gary Hoover as Manager of WW DEVELOPMENT, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires: 9/3/19

Laura Combs
Notary Public

