
BY-LAWS OF

PARKLAND HOMEOWNERS ASSOCIATION, INC.

THESE BY-LAWS adopted by the PARKLAND HOMEOWNERS ASSOCIATION, INC., a non-profit Colorado corporation, on this 31st day of March, 1978.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean PARKLAND HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by this Association as amended from time to time.

Section 3. "Properties" shall mean and refer to those certain Real and/or Personal Properties hereinafter described, and such additions thereto as may hereafter become owned in fee and subject to the management of the Association.

Section 4. "Common Real Property" shall mean all the Properties herein described, or hereafter from time to time acquired by the Association, together with all facilities and improvements placed thereon, and any and all interests which the Association may acquire in adjacent lands or recreational areas, any easements granted to the Association and in general all apparatus and installations existing for common use, and all other parts of the Properties necessary or convenient to its existence, maintenance and safety or normally in common use, not including individual single-family sites and improvements constructed thereon in the Park Land Estates Subdivision.

Section 5. "Lot" shall mean a single family site in the Park Land Estates Subdivision.

Section 6. "Owner" or "Owners" shall mean the record owner, whether one or more persons of the absolute fee interest in a "Lot".

Section 7. "Association Taxiway" shall mean the taxiway(s) owned in fee by the Association.

Section 8. "Private Taxiway" shall mean all other taxiways except Association Taxiway(s).

Section 9. "Common Real Property Expenses" shall mean the owner's prorata share of the general common expense for the Common Real Property, including but not limited to the common area, tracts A, B, C, & D including runway, a tie-down hangar building area, and the water system, Association Taxiway(s) and utility easements granted to the Association, their maintenance, repairs, utilities, management costs, maintenance and operation of recreational facilities, reserves, capital improvements, assessments and all other charges which the Association may levy upon the owners in accordance with this Declaration.

Section 10. "Rules" shall mean rules adopted by the Association as amended from time to time.

Section 11. "Manager" shall mean any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

ARTICLE II

MANAGEMENT

Section 1. Duties and Responsibilities of PARKLAND HOMEOWNERS' ASSOCIATION. There has been incorporated as a nonprofit corporation THE PARKLAND HOMEOWNERS ASSOCIATION to be the manager of the Properties. The owner(s) of each Lot in the Park Land Estates Subdivision shall be entitled to hold one membership in the Association, provided if there is more than one owner of a Lot, only one vote shall be allowed to the Lot in elections concerning Association business. Any purchaser of a Lot in the Park Land Estates Subdivision shall be deemed to have assented to such designation and management and ratified and approved the same. Said Association, by its signature approving this instrument, has agreed to perform the duties required of it hereunder. Said Association shall have the following duties, rights and powers:

(a) To adopt rules and regulations in accordance with the By-Laws of the Association for the regulation and operation of the Properties, including but not limited to regulations governing the use, and the method of enforcement of rules

and regulations relating to the Common Real Property and any related areas and facilities.

(b) To levy and collect monthly and yearly assessments, equitably prorated, against and from owners of Lots.

(c) From funds collected to:

(1) Maintain, care for and preserve tracts A, B, C & D, runways, taxiways, and water system, their improvements and other general common property.

(2) Pay for equipment, tools, supplies, and other personal property which may be owned by said Association.

(3) Pay for insurance, taxes, common utilities and all expenses incurred in the operation of the Common Real Property.

(4) Repair and replace facilities, machinery and equipment.

(5) Obtain and maintain insurance coverages upon the Common Real Property, runways, taxiways, water system, their facilities and other improvements upon the Properties, and other insurance coverages as follows:

(6) Obtain insurance coverages against loss or damage by fire and such other hazards as are covered under standard coverage provisions for the full insurable replacement cost of the Common Real Property and improvements, with such deductible provisions relating thereto as may be deemed desirable by the Board of Directors as insurance trustees under this Declaration.

(i) Such insurance policies shall contain provisions that the insurer waives its right to subrogation as to any claim against the Board of Directors of the Association, its agents and employees, and Lot owners.

(ii) Each Lot owner shall carry insurance for their own benefit insuring their own individual Lot and its improvements, real and personal property. Provided, that the liability of the carriers issuing the insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by a Lot owner.

(iii) In the event of destruction by fire or other casualty of 50 or more in total value of any of the Properties, then repair and reconstruction of the destroyed

portion thereof to its original condition prior to such casualty shall be proceeded with by the Board of Directors unless 80 % or more of the Lot owners at a meeting of such Lot owners held for such purpose cast their ballot against the rebuilding of the whole or any part thereof. In the event the Lot owners determine by vote as aforesaid not to proceed with rebuilding, then the proceeds from the insurance coverages payable to the Board of Directors as insurance trustees under the insurance coverage payable to the Board of Directors as insurance trustees under the insurance policies shall be distributed pro-rata unto the lien holders of the respective Lot owners according to their priority, and if no liens exist on a particular Lot, then directly to the owner of that Lot. The Board of Directors of the Association may then elect to raze the damaged property or rebuild the same, as the case may be.

(iv) In the event the reconstruction and repair of any Property is to be made following any loss as aforesaid, then the Board of Directors as insurance trustees shall use the proceeds of insurance for such purpose. In the event there is insufficient money received in settlement of the losses claimed from the insurance carriers and a deficiency exists then all of the Lot owners in the Park Land Estates Subdivision shall be equally assessed for such deficiency.

(v) Deficiencies in the amounts required to repair or replace improvements other than Lots shall be considered as a Common Real Property expense and prorated as provided for in the above subparagraph (iv).

(vi) Each Lot owner grants unto the Board of Directors the exclusive power and right to file proofs of loss in the event of any loss or damage covered by insurance and to make adjustment with insurance carriers for any losses sustained.

(7) Obtain Comprehensive Public Liability Insurance and Workmens Compensation Insurance coverage upon Employees and other liability insurance insuring each Lot owner and the Association, Board of Directors, manager, and/or Agents in connection with the Properties, the Common Elements and the recreational area at such limits as it may deem desirable.

(8) Obtain such other insurance as the Board of Directors may deem desirable for the benefit of Lot owners.

(9) Lease or acquire real or personal Property in pursuit of its obligations.

(10) Levy and collect from each owner at the time each owner purchases or acquires a Lot a prorata share of the original estimated yearly Common Real

Property expenses for said owner's Lot. Said sum may be used by the Association as working capital, to apply against a delinquent account of a Lot owner, or emergency needs, and shall be refunded to the owner (except as hereinafter provided) upon the sale or transfer of said owner's Lot less any amounts then due by said owner to the Association. Such amount may be transferred to a new owner upon a settlement sheet adjustment between seller and purchaser. Deficiency amounts in any Lot owner's account shall be promptly restored upon request to maintain an amount equal to the original estimated yearly common expense for such Lot.

(11) Collect delinquent assessments by suit or otherwise and to enjoin or seek damages from the owners of the Lots for violation of the covenants herein continued on the part of the owners to be performed, or for violation of the rules pursuant hereto.

(12) Protect and defend the Properties from loss and damage by suit or otherwise.

(13) Employ workmen, and others, to contract for services to be performed including those of a Manager, to purchase supplies and equipment, to enter contracts and generally to have the powers of Property manager in connection with the matters hereinbefore set forth, except that the Association may not encumber or dispose of the interest of any owner except to satisfy a lien or judgment against such owner for violation of the owner's covenants imposed by the By-Laws.

(14) Employ counsel, attorneys and auditors in connection with legal matters of the Association and audit of its books and records which audits shall be available to Lot owners for inspection at the Association office.

(15) Invest funds in the hands of the Board of Directors in excess of reasonable working capital needs, and to credit income derived therefrom to Lot owners in an equitable manner. Each individual Lot owner shall be furnished a statement of annual earnings attributable to Lot owners from such income received.

(16) File legal protests with authorities when requested so to do by a majority of the Lot owners against the granting by authorities of zoning or variances as to any Property adjoining or within a reasonable proximity of the properties which might affect or depreciate the value of the Lot owners interests in their Lots or in the Properties.

(17) File such other actions at law or in equity in the name of the Association as may be required to either protect the Association's interests and/or properties or for

enforcement of any right or benefit or collection of any sum due or to become due to the Association.

Section 2. Liens for Unpaid Assessment or Fees. Owners of memberships in the Association grant unto the Association a lien for any amounts due from any owner who fails to pay any amounts due or to become due as assessments. Notice of such lien may be filed of record by the Association, and the lien by the Association shall attach to the Lot of the defaulting owner. Such lien may be foreclosed by said Association in the same manner and form provided by law in Colorado for foreclosure of real estate mortgages and/or deeds of trust, and the court shall allow as part of any judgment entered, a reasonable attorney's fee and costs expended. Such lien shall be subordinate to any trust deed, mortgage or other lien instruments of record constituting a first lien thereon of record prior to the time such notice shall be filed of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Membership in the Association shall consist of the following:

(a) Any person acquiring a Lot in the Park Land Estates Subdivision, other than the holder of a mortgage or as a beneficiary under Trust Deeds or Deeds of Trust or lien claimants, shall automatically become a member of the Association. Upon the sale or transfer of an interest by an owner, said owner's membership shall terminate. Any person acquiring a Lot as the result of a foreclosure shall likewise automatically become a member of the Association.

(b) Members of the Board of Directors or their successors or assigns, as they now or hereafter may be in office. Such membership shall terminate when the right of a member of such Board to vote on the Board shall no longer be in effect, unless the specific member is also a Lot owner in the Park Land Estates Subdivision in which case his right to vote shall continue as a Lot owner.

Section 2. Voting.

(a) Except as otherwise hereinafter provided, for a period of three (3) years from the date hereof, the exclusive right to vote for election of members of the Board of Directors of the Association shall be vested solely and exclusively in the members of the Board of directors or its successors and assigns.

(b) After the lapse of said three (3) year period, the right to vote for election of the Board of Directors shall be vested exclusively in the owners of Lots as members of the Association. Each such member, when entitled to vote, shall have one vote regardless of the number of owners of the Lot.

(c) Except for elections concerning Board(s) of Directors during the three (3) year period aforesaid, members of the Association shall have the right to vote on all Association matters which are not within the jurisdiction of the Association's Board of Directors.

ARTICLE IV

**CONTENTS OF COMMON REAL PROPERTY AND OTHER
PROPERTY RIGHTS**

Section 1. Tracts A, B, C, and D. Certain property identified on the Park Land Estates Final plat as Tracts A, B, C and D will be developed by Park Land Estates, Inc. to the extent of the overlot grading and primary runway improvements. These tracts with any present improvements will be deeded to the Association which will beneficially own such tracts and can develop them as it deems fit. Such tracts will be jointly used with equal privileges and responsibilities by all members of the Parkland Homeowners Association and dedicated toward their pursuit of recreational sport flying and related activities.

(a) Approximately forty (40) acres consists of a runway with its necessary clear areas to be built to F.A.A. utility aircraft standards.

(b) There will also be constructed a tie-down hangar building area to be owned by the Association and to be for the exclusive use of all Parkland Homeowners Association members and guests for aircraft storage and display. Additional improvements that the Parkland Homeowners Association can include within this

area may consist of, but shall not be limited to a club house building, maintenance equipment and storage building, underground gasoline storage and parking area for autos.

(c) An open area of approximately (4) acres is dedicated for picnic activities, recreational sport activities and similar common area activities.

Section 2. Water system, inclusive of the wells, pumps, water mains, water reservoir and booster pump station. The Parkland Homeowners Association shall own and be responsible for the ownership, operation, repair and maintenance of the water system in its respective easements. The water laterals extending from a lot line to an individual residence shall be the responsibility of the owner(s) of the residence served by same. Provided, that if at a future date, the Agreement between Park Land Estates, Inc. and the Erie Water and Sanitation District dated November 11, 1974 becomes operative, then said agreement shall govern as to sewer mains and facilities within the Park Land Estates Subdivision and the Parkland Homeowners Association is hereby directed and empowered to implement the performance of said Agreement on behalf of Park Land Estates, Inc.

Section 3. Taxiway Easements. All Lot owners within Park Land Estates Subdivision have the right to utilize the Association Taxiways and Lot owner is granted the right to use his Private Taxiway to the exclusion of a any other person unless with consent of the respective Lot owner first obtained, in their recorded easements.

Section 4. Rules. The Association may promulgate and enforce rules relating to the uses for which the Common Real Property exists, the maintenance, upkeep, and aesthetic appearance thereof.

Section 5. Use of Common Real Property. Owners of Lots shall have the right to use and enjoy with others the Common Real Property (including recreational areas, runways and Association Taxiways in their respective easement), subject to the Association's Rules and Regulations. The Association shall have the authority to make Rules and Regulations governing the use of Common Real Property and easements granted to the Association including but not limited to the following:

(a) The number of guests of owners permitted to use the recreational facilities, runway and taxiways at any given time.

(b) The fixing of reasonable admission and other fees for the use of any recreational facility existing for the benefit of Lot owners.

(c)The suspension of voting rights and right to use for the recreational facilities, runway and taxiways by an owner of any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of Rules and Regulations.

Section 6. Delegation of Use. Any owner may delegate in accordance with the By-Laws his right of enjoyment to the common area and facilities to the resident members of his family or contract purchasers who reside in the Lot.

Section 7. Emergency Runway, Taxiways and Utility Easements. Said easements shall be used by the owners of Park Land Estates, as taxiways and utility easements and may not be obstructed for private use.

Section 8. Recreational Facilities. The Association owns and/or will own Tracts A, B, C, and D, inclusive of the Association Taxiway(s) and all improvements and recreational facilities currently existing or erected in the future in the Park Land Estates Subdivision as shown on the plat plan of record. Said Tracts A, B, C, and D, their improvements and the easements dedicated to Parkland Homeowners Association are for use exclusively by Lot owners of the Properties and their guests. Said Tracts A, B, C, and D and their improvements shall be maintained by the Association as a Common Real Property.

ARTICLE V

COMMON REAL PROPERTY EXPENSES AND ASSESSMENTS

Section 1. Creation of Liens for Assessments and Personal Obligations. Each owner by acceptance of a deed, shall pay to the Association (i) assessments or charges, and (ii) special assessments to be fixed, established, and collected from time to time as hereinafter provided. Each such assessment, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the Lot against which such assessment is made. Each assessment, together with interest and costs of collection in the event of delinquency in payment, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment was levied.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the construction, management and the maintenance of the

Properties, services and facilities related to the use and enjoyment of the Properties, and the improvements situated upon the Properties; for instance, taxes, repair, replacement of the Properties, the maintenance and repair of the runways, taxiways, water system and common improvements located on Tracts, A, B, C and D and within easements of record dedicated to the Parkland Homeowners Association which are specified for utilities or taxiways and for such other facilities owned by the Association including, but not limited to the aforesaid and mowing common areas, caring for the common grounds, the operation and maintenance of the water systems and facilities inclusive of personnel necessary for implementation, administration expenses, working capital, rental and acquisition of real or personal property; and, for such other duties required to be performed by the Association under these By-Laws, or that the Association, in its opinion shall determine in the future to be necessary and desirable including the establishment and maintenance of a cash reserve for such repairs, maintenance and other expenses to be incurred as herein specified. In the event repairs are required resulting from negligent acts of an owner, the owner's family, guests, employees or invitees, the Association shall be reimbursed by such owner therefor.

Section 3. Due Dates and Basis of Assessments. Payment of any assessment shall be made by the owners to the Association on the date of closing of the original purchase of an owner's Lot and prorated if upon a date other than the due date of an assessment. Thereafter, assessments shall be paid in such amounts and in accordance with times and on dates established by the Association's Board of Directors from time to time. Provided, any monthly assessment for water usage based on a meter reading for the prior month's usage is due on the 10th day of the month in which the assessment billing is received.

(a) Each Lot owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Lot; provided, however, such maintenance, repairs and replacements as may be required for the functioning or bringing of water to the exterior Lot line, shall be performed by the Association as part of the common expenses. Maintenance, repairs and replacements of internal Lot utilities and appurtenances shall be at the expense of each Lot owner.

(b) Each Lot owner shall furnish and be responsible for, at his own expense, improvements within his own Lot, including buildings, landscaping, fences, utilities, septic and all personal improvements. Each Lot owner shall have the right to build or construct improvements upon his Lot as long as they are in compliance with the protective covenants of record for Park Land Estates, and provided approval is given

in writing by the Architectural Control Committee as set forth in the Protective Covenants of record.

(c)Levy of Assessments. The Board of Directors of the Association shall during the 11th month of each calendar year determine the estimated annual assessment for the next calendar year to be made to each Lot owner, and the time and date on which any such assessment is to be paid; provided that said assessments may be adjusted at any time if deemed necessary by said Board of Directors. As soon as practicable after the close of each calendar year, actual expenses shall be totaled and any overages or shortages of actual expenses and assessments made shall then be charged or refunded to the Lot owners.

(d)Non-Exemption. No owner shall be exempt or relieved from payment of any assessment or charge by waiver or suspension of the use of any of the common elements, recreational areas or by the abandonment or leasing of his Lot.

Section 4. Special Assessments. In addition to the assessments authorized above for management, construction, maintenance and repairs, the Board of Directors of the Association may levy special assessments for the purpose of defraying in whole or in part the cost of any construction, or reconstruction, unexpected structural repairs or replacement of capital improvements, including the necessary fixtures and personal property related thereto; provided, that if any such assessment exceeds \$5,000.00, the same shall have the assent of not less than a majority of the Lot owners voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all owners of record not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Right of Entry - Enforcement of Covenants - Fines.

(a)Right of Entry. The Association through its duly authorized agents shall have the right in case of any emergency originating in or threatening a Lot to enter thereon. An owner shall permit entry onto his lot on record easements for the purpose of utility maintenance and taxiway access.

(b)Enforcement of Covenants - Fines. The Association shall have the authority to assess against any owner a fine not exceeding the sum of Seventy-five dollars (\$75.00) for violation of any of the covenants or conditions of this Declaration or Rules or Regulations issued thereunder for each day such violation continues after written notice thereof is given.

Section 6. Effect of Non-Payment of Assessments or Recreational fees; Remedies.

(a) Assessments, fees, and/or any fine shall be due and payable on the first day of the month next following the month of levy, or on the first day of the periodic period fixed for payments of the assessment, fees, or fines, and shall be come delinquent unless paid within ten (10) days thereafter. All unpaid assessments, fees or fines shall be subject to a late charge for non-payment as may be determined from time to time by the Board of Directors of the Association. If such assessments, fees or fines are not paid within twenty (20) days after the due date, they shall bear interest from the date of filing of notice of lien at the rate of twelve (12) percent per annum or other reasonable rate fixed by the Association and uniformly applied. In the event it shall become necessary for the Association to collect any delinquent assessments, fees or fines, whether by foreclosure of a lien hereinafter created or in a direct suit for collection, the delinquent owner shall pay, in addition to the assessment and late charge and interest herein provided, all costs of collection including a reasonable attorney's fee and costs incurred by the Association in enforcing payment.

(b)The Association is hereby granted a lien against the owner's Lot for any payment or payments which the owner fails to make as required by these By-Laws; provided that (1) such lien shall be effective only upon recordation of a Notice thereof in the office of the Clerk and Recorder in the county in which the Lot is located and each owner by accepting a deed to his Lot, appoints, designates and constitutes any one of the officers of the Association or its duly appointed manager as agent with full irrevocable power and right to record a notice of said lien in favor of the Association; (2) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of Colorado for public trustee foreclosures of deeds of trust on real property; and (3) such lien shall be subject and subordinate to and shall not affect the right of a holder of any prior recorded first encumbrance or the Lot or any interest therein, made in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the Lots against which such liens are filed. In the event of a foreclosure, the owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure, and if after the filing of a foreclosure action the owner's Lot is left vacant, the Association may take possession of and rent said Lot or apply for the appointment of a receiver for the Lot without notice to the Lot owner. In addition to the lien herein granted, the Association shall have the right to bring an action at law against any owner who fails to pay any amounts assessed against his Lot and obtain judgment for the amount of the assessments due plus costs and reasonable attorney's fees as hereinabove provided. The Association shall have the power to

bid at the foreclosure sale and if title is obtained, hold, lease, mortgage, encumber or convey the same.

(c) In the event an owner is in default on any obligation secured by an encumbrance on his Lot, the Association may at its option, pay the amount due on the said obligation and file a lien against the Lot in the same manner as provided for herein for unpaid assessments or fees.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Approval.

(a) No structure, addition thereto, or modifications thereof shall be started, placed, erected, installed or completed on any Lot without written approval of the Architectural Control Committee and the proper Weld County permit(s).

(b) Two sets of plans which clearly illustrate any proposed structures, locations, layout and standards of construction shall be submitted to the Architectural Control Committee. One set shall be returned to the member submitting, with the comments of the Architectural Control Committee attached thereto. The other set shall be retained by the Architectural Control Committee for use in inspection of the structure by members of the Architectural Control Committee.

Should the Architectural Control Committee fail to approve or disapprove said plans within ten (10) days after submission, then such approval will not be required and the requirements of these covenants will be deemed to have been fulfilled. The member will allow the Architectural Control Committee to inspect the structure at any reasonable time during construction as often as deemed necessary by the Architectural Control Committee.

It is not the purpose of the covenants to restrict either the style of architecture or the type of materials to be used in building construction. It is anticipated that there will be a great variation in these areas. However, structures such as unattractive pole barns or hangars, unfinished corrugated sheet metal siding and/or roofing and other materials and methods comparable to these will not be allowed.

Section 2. Restrictions.

(a)The exterior of any building shall be completed within one year after foundation work is begun. The Architectural Control Committee will be notified as to the beginning date prior to commencing construction.

(b)House size, any residence having a maximum of two (2) stories shall have a minimum "main living floor area" of 1200 square feet. The "main living floor area" excludes any patio, porch, attic, garage, breezeway, workshop, basement or similar, except any basement having at least forty (40 %) percent of its average interior wall height above grade may be considered "main living area" provided this area is finished to livable standards. The total height of any structure, exclusive of chimneys, will not be more than twenty-five (25) feet above the finish grade. Finish grade shall not exceed more than two (2) feet above existing natural grade unless additional grading is proven to be necessary for proper drainage.

(c)Outbuilding:May not exceed 2500 sq. ft. on any Lot. Open faced structures shall be screened by fences or plantings in such a way that they do not present an objectionable view from the street or adjacent sites.

(d)No part of any building or structure shall be within any aircraft easement or within a distance from the runway which would conflict with F.A.A. recommendations.

Section 3. Committee Address. All plans and specifications which must be submitted in writing for approval hereunder shall be submitted to said committee at the following address:

Parkland Homeowner's Association Architectural Control Committee c/o Mrs. Doris McFeeters 3953 Fuller Court Boulder, Co 80303 or to such other address as may hereafter be given in writing to the owners by the Association or by said Committee.

Section 4. Compensation. Members of such committee shall not be entitled to any compensation for services performed.

ARTICLE VII

USE LIMITATIONS

Section 1. Building Location. No residence or building shall be erected such that any part is within 50 feet of any street or 30 feet from any lot line or taxiway easement. Special cases will be considered where the owner shows that hardship is created by peculiar lot geometry, and subject also to any variance requirement imposed by Weld County regulation.

Section 2. Temporary Structures. Temporary residence facilities will be governed by Weld County Regulations.

Section 3. Prohibition Against Partition. No owner of an undivided interest in the Properties shall institute or prosecute any action for partition of the properties or Lots and each owner hereby expressly waives such right by acceptance of a membership in the Association.

Section 4. Livestock and Pets.

(a) Pets and animals may be kept on the owners' lots as long as the owner maintains and restricts them to the degree that they present no safety, health hazard or nuisance to neighbors or aircraft operations. Safety, health hazard or nuisances includes, but is not limited to insects, noise and smell. Unleashed animals or pets within any of the Park Land Estates property or taxiways will be considered a safety hazard. Caution is stressed toward such practice as the aircraft shall at all times have the right-of-way within these areas. Complaints from other members shall result in a hearing before the Architectural Control Committee. If the Architectural Control Committee decides that any or all animals shall be removed from the Park Land Estates member's Lot, the member shall remove the specified animals within ten (10) days of the decision.

(b) Only three (3) major animals of (80 pounds or more) will be allowed on any Lot.

(c) More than three (3) major animals may be allowed by the Architectural Control Committee provided that in their opinion the animals will be properly cared for, and will not constitute a nuisance of any kind to any part of the balance of the community, and that the keeping of such animals shall be in accord with Weld County regulations.

(d)The raising of livestock for commercial gain is disallowed as this is primarily a residential community.

(e)Care of all animals and household pets must be in a matter consistent with good animal husbandry.

Section 5. Land Use, Maintenance of Premises.

(a)No plot shall be used for any type of storage of house trailers, trucks, machinery, heavy equipment, goods, wares, merchandise, materials, rock, gravel, sand, earth or the like except for the storage of such materials in connection with the construction of the improvements.

(b)No trash or other refuse may be thrown, deposited or dumped on any lot or Parkland Homeowners Association, Inc. property. Each lot and the improvements constructed thereon shall be kept in a sanitary and sightly condition at all times. If the lot owner does not comply, the Lot will be cleaned by order of the Parkland Homeowners Association at the owner's expense. Excessive growth of weeds on a Lot is to be regarded as an unsightly condition. Irrigation or lawn(s), gardens or other areas on each individual Lot shall be restricted to an area not to exceed 10,000 square feet per Lot. The balance of any Lot shall be used, inter alia, for construction of a single family residence and accompanying garage facilities.

(c) No noxious or offensive trade or activity shall be conducted as to become an annoyance or nuisance to the neighborhood, or that could depress property security and value.

(d)The aircraft runway to be constructed in Park Land Estates shall not be paved without the prior approval of the Board of County Commissioners of Weld County. As such times paving does occur, retention ponds shall be constructed on the premises by Park Land Estates to retain additional drainage flows resulting from the paving of the runway. Such retention ponds shall be constructed in accordance with plans approved by Weld County authorities. The operation and maintenance of the ponds shall be the responsibility of Park Land Estates.

Section 6. Land Use. Restriction and Limitations.

(a)Subject to Weld County and F.A.A. rules and regulations, outside aerials or antennas, such as TV, amateur, FM, CB radio, communications, etc. must be approved by the Architectural Control Committee before erection.

(b)Antennas must also meet Weld County, F.C.C. and F.A.A. requirements for lighting and height.

(c)No trees may be planted of a species where they potentially would grow to a height contrary to F.A.A. recommendations in regards to the safety of the normal traffic pattern.

(d)Overnight parking of vehicles of any type will not be permitted on streets or roadways.

(e)No partial vehicle, part from a vehicle, vehicle under construction or repair, damaged aircraft or non-operable vehicles shall be stored or parked in the open or plain view at any time. Exceptions will be for displays only and permission must be in writing from the Parkland Homeowners Association, Inc. trustees or successors.

(f)Only currently airworthy aircraft and operable vehicles (including utility vehicles) with current licenses and state inspection stickers, (if required), will be allowed to park on the common runway or adjacent facilities.

(g)No vehicle other than aircraft or airpark maintenance vehicles shall be operated or parked on taxiways or runways at any time.

(h)Illumination of any plot must be installed so as not to distract or annoy property owners or traffic on roadways, runways and taxiways.

(i)Architectural Control Committee may, upon investigation, require the owner to alter illumination sources to eliminate a light nuisance.

(j)No sign of any kind shall be displayed to the public view on any plot except: A professional sign of not more than 1 sq. ft. A sign of not more than 5 sq. ft. advertising the property for sale or rent. A house street number not exceeding 2 sq. ft. in size. A sign naming who the residents are which does not exceed 1 sq. ft. per resident. Neither neon signs nor sign of a flashing or animated nature will be allowed.

Provided, all of the above are also subject to Weld County regulations.

Section 7. Fences. Fences will not be allowed within any of the aircraft taxi easements as shown on the final Park Land Estates plat. Any and all fences must be approved by the Architectural Control Committee prior to execution.

Section 8. Utility Maintenance. All utilities, buildings, fences and improvements installed within a Lot, commencing at a point where utility lines, pipes, wires, conduits or systems enter the Lot shall be maintained and kept in repair by the owners thereof. An owner shall do no act nor any work nor allow any condition to exist which will adversely affect the other Lots or their owners.

Section 9. Negligent Acts. In the event that the need for any maintenance or repair to the general common elements is caused through the willful or negligent act of an owner, his family, guests or invitees, and not covered or paid for by the insurance for the benefit of the Association, the cost of such maintenance or repairs shall be added to and become a part of the next payable regular installment of the assessment to which such owner is subject.

ARTICLE VIII

AIRCRAFT STANDARDS

Section 1. Each aircraft operator shall abide by all rules, regulations and standards set forth by the Parkland Homeowner's Association concerning the operation of same in or near the Park Land Estates Subdivision.

(a) It is not the intent or purpose of Parkland Homeowner's Association to create or condone a commercial aircraft environment, but rather aviation of a private or sport nature. Crop dusting, flight instruction for profit, commercial aircraft activities and/or maintenance for profit will not be allowed in the Park Land Estates Subdivision.

(b) No visiting aircraft will be allowed to remain anywhere on the Park Land Estates subdivision for an accumulated period in excess of ten (10) days during any twelve (12) month period without written permission from the Parkland Homeowners Association's Board of Directors.

(c) Except for visiting aircraft, no Parkland Homeowner Association member shall supply parking space for any aircraft which is not owned (at least 1/3rd) by a Parkland Homeowner Association member or a member of his immediate family.

(d) No Parkland Homeowner Association member nor the Board of Directors shall knowingly allow any visiting aircraft to be anywhere on the Park Land Estates

P.U.D. until the aircraft operator responsible for the liability of aircraft has signed a liability release and has filed it with the Parkland Homeowners Association's Board of Directors. This liability release shall release all Parkland Homeowner Association members and the trustees, individually and collectively, from the liability of any kind for the aircraft, any and all occupants and contents while any or all of these are on Park Land Estates subdivision common real property.

ARTICLE IX

EASEMENTS

Section 1. Record Easements. There are recorded easements throughout Park Land Estates Subdivision for ingress, egress, installation, replacing, repairing and maintaining all primary utilities, including but not limited to water, telephones and electricity. By virtue of these easements it shall be expressly permissible for Parkland Homeowner's Association as owners of the water system, for the electrical and/or telephone company providing service to erect and maintain the necessary underground cable and mains and other necessary equipment on said Properties and to affix and maintain the water system, electrical and/or telephone wires, circuits and conduits, on, across and under the record easements specified for these utilities within Park Land Estates. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Properties in the performance of their duties. Further, easements are granted to the Association to enter in or to, across or over the record easements established as taxiways on the record plat to perform the duties of maintenance and repair of these taxiways. These taxiways are to remain unobstructed at all times by the lot owners and are to be used strictly as aircraft taxiways. Notwithstanding anything to the contrary in this paragraph contained, no electrical lines, water lines, or other utilities may be installed or relocated on said Properties except as approved by the Association. Should any utility furnishing a service covered by the special easements herein provided request a new easement, the Association may grant the same by a separate recordable instrument. Declarant or the Association shall have the right to grant such easements on said common properties without conflicting with the terms hereof or consent of the Lot owners being required. The easements provided for in this Article IX shall in no way affect or restrict any other recorded easement on said Properties.

(a) All recorded Park Land Estates Subdivision easements shall be kept clear of all other improvements, including buildings, patios, or pavings, other than crossing walkways or driveways, and either the Association nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers, or other improvement of the owner located on the Properties covered by said easements.

ARTICLE X

SEPARATE ASSESSMENTS AND TAXATION

-- NOTICE TO ASSESSOR

The Association shall give written notice to the assessor of the County of Weld, Colorado, of the creation of ownership of these Properties so that each lot and the interest of the Association in the general common elements appurtenant thereto and the Association's interest in the Properties shall be deemed separate parcels for the purpose of separate assessment and taxation.

ARTICLE XI

INDEMNIFICATION AND LIMITATION OF LIABILITY OF ASSOCIATION

Section 1. Indemnification. The Manager, employees of the Association and each Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association, provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided further that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

Section 2. **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damages other than the actual cost of maintenance and repairs.

ARTICLE XII

CONDEMNATION

Section 1. **Condemnation of Whole of the Properties.** In the event of a proceeding in condemnation by any governmental authority authorized so to do, of part or all of the Properties, then the proceeds from such condemnation shall be distributed unto the lot owners based upon the insured certificate value of each Lot against the total of the proceeds received from such condemnation.

Section 2. **Partial Condemnation.** In the event of a partial condemnation by any governmental authority authorized so to do, of a portion of the Properties other than a lot, then the proceeds from condemnation of any common areas shall be distributed unto all of the Lot owners based upon the insured certificate value of each Lot by a Lot owner against the total proceeds.

If a Lot is condemned, then the proceeds of any such condemnation shall be distributed directly to the owner(s) of the condemned Lot.

Section 3. **Lien Holders.** In the event, when a condemnation occurs, a Lot is subject to an encumbrance then the proceeds due a Lot owner by reason of such condemnation shall be paid to the holder of the encumbrance. Any excess amount not required to clear the encumbrance shall be paid to the Lot owner.

ARTICLE XIII CONVEYANCES-DESCRIPTION LOTS

Section 1. Division into Fee Simple Estate. The Properties herein described and the single family residential building sites have been platted and divided into the fee simple estates. .

Section 2. Description of Lot.

(a)Every contract for the sale of a Lot will legally describe a Lot by its identifying lot block number and subdivision in which the Lot is located.

(b)The description in each contract shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Lot, but also an interest in the Common Real Property appurtenant thereto.

(c)The reference to a recorded plat for the Parkland Estates Subdivision in any instrument shall be deemed to include any amendments or supplements without specific reference thereto.

ARTICLE XIV

AMENDMENTS

These by-laws shall remain in full force and effect for as long as the Properties are owned and managed by the Association, provided, however, that these 80% by-laws herein contained may be amended by the vote of owners representing of the members in the Association. Whenever an owner's lot is subject to a mortgage, his affirmative vote shall be included in said required percentage only upon concurrence of his mortgagee. Such amendments shall be effective only upon the recordation of the certificate setting forth the amendment signed by the owners and their mortgagees representing not less than 80% of all the Lots in the Park Land Estates Subdivision.

ARTICLE XV

DESCRIPTION OF THE PROPERTIES

The Properties first mentioned in Article I, Section 3. of these By-Laws are legally described as follows:

Tracts A, B, C and D of Park Land Estates Subdivision according to the recorded plat thereof, Weld County, Colorado and taxiway and utility easements dedicated to the Association.

ARTICLE XVI

ELECTRIC AND GAS UTILITY REIMBURSEMENTS

During a term of ten years, beginning with the date that underground facilities are installed for electricity and natural gas, the Association shall reimburse to each Lot owner on a prorata basis the costs advanced to the Rural Electric Association for the installation of such utilities. Reimbursement shall be made by the Association from time to time as rebates are received from the Rural Electric Association. The rebate shall be distributed to the then owner of a Lot at the time such rebate is received from the Rural Electric Association.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Promulgation. These By-Laws have been promulgated and adopted by the Board of Directors of the Association in accordance with the Articles of Incorporation of the Parkland Homeowner's Association, and nothing herein contained shall be construed as a diminution or waiver of any power or right in such Articles granted to our said Board of Directors.

Section 2. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these By-Laws.

Section 3. Invalidity. The invalidity of any provisions of these by-laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof, and in such event, all of the other provisions of the by-laws shall continue in full force and effect as if such invalid provision had never been included herein.

Section 4. Severability. Invalidation of any one or more of the covenants or restrictions herein contained by judgment or court order shall in no wise affect any other provisions hereof which shall remain in full force and effect.

Section 5. Waiver. No provision contained in these by-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Duration. The Declarations herein contained are hereby declared to be and shall be covenants running with the land. The Covenants and restrictions of these by-laws shall be binding upon the owners of interests in the Properties, and the single family residential lots, their successors, assigns, legal representatives, devisees and heirs-at-law.

Section 7. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these by-laws nor the intent of any provision hereof.

Section 8. Gender. The use of the masculine gender in these by-laws shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Original document signed April 20, 1978.