

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

THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILDWING SUBDIVISION (this "Third Amendment") is made and entered into as of the 25<sup>th</sup> day of JANUARY, 2013, 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 has been recorded November 20, 2007, under Reception No. 20070086611 of the Larimer County, Colorado records, which has been amended by First Amendment to Master Declaration of Covenants, Conditions and Restrictions for WildWing Subdivision recorded January 30, 2012, under Reception No. 20120006063 of the Larimer County, Colorado records, and amended by Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for WildWing Subdivision recorded April 4, 2012, under Reception No. 20120022151 of the Larimer County, Colorado records (collectively, the "Declaration").

B. The Declaration pertains to certain real property as more fully described therein (the "Property"), as well as certain additional real property described therein as the "Development Property."

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

... any provision, covenant, conditions, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members of the Association holding at least 2/3rds of the vote of the Association, and 2/3rds of First Mortgagees 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 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 ...

D. The undersigned Owner constitutes two-thirds (2/3) or more of the Owner's Membership Interest in the Property and the undersigned Lender constitutes First Mortgagee of two-thirds (2/3) or more of the lots.

E. Owner desires to amend the Declaration as hereinafter provided, and Lender desires to evidence its consent to such amendment.

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 Third Amendment shall have the meanings set forth in the Declaration.

2. Garages. Section 3.7(f) of the Declaration is hereby amended to delete the following sentence:

All vehicles owned by Lot Owners or those Persons residing on a Lot shall be parked inside the garage when not in use.

3. Trailers, Campers, Commercial Vehicles and Disabled Vehicles. Section 3.20 of the Declaration is hereby amended to read in its entirety as follows:

3.20 Trailers, Campers, Commercial Vehicles and Disabled Vehicles. No boat, camper (on or off supporting vehicles), trailer, tractor, truck, industrial or commercial vehicle (both cabs and trailers, car, truck, van, or any other vehicle which displays business signage, logo, graphics or DOT identification numbers), towed trailers, motorcycle, motor vehicle, motor home, mobile home, recreational vehicle, or any other vehicle the primary purpose of which is recreational, sporting, or commercial use, shall be parked or stored in, or about any Lot or street within the Community unless completely contained within a garage. No maintenance, repair, rebuilding, dismantling, repainting or services of any such equipment or vehicle may be performed on any Lot unless done within an enclosed garage which screens the sight and sound of the activity from the streets and neighboring Lots. The foregoing restriction shall not be deemed to prevent washing and polishing such equipment or vehicles.

For the purposes of this covenant, any ¾-ton or smaller vehicle commonly known as a pickup truck, shall not be deemed a commercial vehicle or

truck, unless it displays business signage, logo, graphics or DOT identification numbers. The Association shall have the right to enter each Owner's Lot to remove and store, at the Owner's expense, vehicles in violation of this Section. An Owner shall be entitled to thirty (30) days' written notice prior to such action by the Association. Notwithstanding anything set forth herein to the contrary, temporary parking of recreational vehicles for the purposes of loading and unloading and temporary parking of vehicles that belong to visiting guests shall not be deemed to violate the foregoing prohibitions. For the purposes of this Section, temporary parking means a period not to exceed forty-eight (48) hours, and an inoperable vehicle means one that has not been driven under its own propulsion for forty-eight (48) hours or longer.

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 thereof and any person or persons acquiring or owning any interest in the Property, and their respective grantees, heirs, personal representatives, successors and assigns.

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

WW DEVELOPMENT, LLC,  
a Colorado limited liability company

By: Gary Hoover  
Gary Hoover, Chief Operating Officer

"Owner/Declarant"

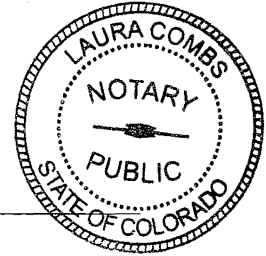
STATE OF COLORADO     )  
                                  ) ss.  
COUNTY OF Weld     )

30<sup>th</sup> The foregoing instrument was acknowledged before me this  
January, 2013, by Gary Hoover as Chief Operating  
Officer of WW DEVELOPMENT, LLC, a Colorado limited liability  
company.

WITNESS my hand and official seal.

My commission expires: 4/3/15

Laura Combs  
Notary Public





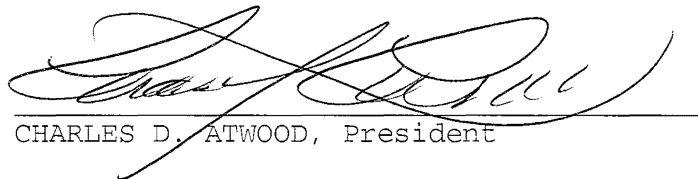
CERTIFICATION


The undersigned being the duly authorized President and Secretary of Wildwing Community Association, Inc., a Colorado nonprofit corporation ("Association"), hereby certify as follows:

1. That, as of the date of this Certificate, Charles D. Atwood is the duly elected and qualified President of the Association and Debra Rogers is the duly elected and qualified Secretary of the Association.

2. The required number of consents of owners of lots (and holders of First Mortgages on lots) within WildWing Subdivision and of members of the Association have been obtained the First Amendment to which this Certification is attached shall be in full force and effect from and after the date of recording thereof.

DATED this 30<sup>th</sup> day of January, 2013.

  
\_\_\_\_\_  
CHARLES D. ATWOOD, President

  
\_\_\_\_\_  
DEBRA ROGERS, Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

Before me, the undersigned authority, on this day personally appeared Charles D. Atwood, as President, and Debra Rogers, as Secretary, of WildWing Community Association, Inc., , a Colorado nonprofit corporation, known to me to be the persons or officers whose names are subscribed to in the foregoing instrument, and acknowledge that same was the act of the said WildWing Community Association, Inc., a Colorado nonprofit corporation, and that he/she executed the same as the act of such Corporation for the purposes and consideration therein expressed, in the capacity therein stated, and that all of the matters and facts set forth in said Certificate are true and correct.

Given under my hand and seal of office on this 30<sup>th</sup> day of January, 2013.

My commission expires: 4/3/15

Laura Combs  
Notary Public

