

AMENDED

PROTECTIVE COVENANTS OF
HIGH COUNTRY HAVEN PROPERTY OWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS; That the undersigned being the owners in fee simple of all the lands in High Country Haven Subdivision do hereby establish these Protective Covenants for the benefit and protection of all the lands in the said High Country Haven Subdivision and of each and every person hereinafter acquiring ownership of land therein.

1. Board of Directors and Architectural Control

a. Board of Directors. The governing body of the High Country Haven Property Owners Association shall be the Board of Directors, composed of three owners of property in the subdivision. The original Board of Directors shall consist of James W. Moore, Larry L. Nott, and Raymond A. Drake. At such time as one-third of the High Country Haven tracts are sold, one of the above-named persons shall vacate his office and be replaced by one of the new tract owners elected by a majority of votes on the basis that each lot or tract carries one vote. The same procedure shall be applied as each additional one third of the tracts are sold. The Board of Directors shall develop and maintain a set of By-Laws covering all aspects of administering to the needs of the High Country Haven Subdivision, and these By-Laws shall reflect the current composition of the Board of Directors. When developed, a copy of the By-Laws shall be distributed to each tract owner and a copy shall be furnished the purchaser as subsequent tracts are sold or resold. Unless otherwise stipulated in the By-Laws, the Board of Directors shall serve as the Architectural Control Committee.

b. Architectural Control. No building or other structure, including but not limited to dwelling, shed, garages, outbuildings or fence shall be erected, placed or altered on any site or any tract or parcel of land in the High Country Haven Subdivision until the plans and specifications along with a plot plan (submitted in duplicate) showing the location of the structure have been approved by the Architectural Control Committee, which plan shall among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to topography and finished grade. Minimum living area of any building or structure used as a dwelling shall be 600 square feet, exclusive of any garage, carport or open porch. Should the Architectural Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the

✓ 707 W. 5th St
Loveland, Co 80537

owner of a portion of the lands within the development within thirty days after written request therefore, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any tract which violates any of these covenants or restrictions contained herein. Construction or modification of any building or other structure shall not commence until all Building Permits required by Larimer County, Colorado have been secured and presented to the Architectural Control Committee for review.

At the time said plans and specifications are approved, the builder or owner shall proceed diligently with the construction, and the same shall be completed within one year of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond the one year construction period for good cause and when such extension is requested by the owner. Any member of the Architectural Control Committee may designate any other member to act for him. In the event of the death or resignation of any member of the Board of Directors/Architectural Control Committee, the remaining members shall have full authority to designate a successor. An election shall be held at the next regularly scheduled meeting of the High Country Haven Property Owners Association following such death or resignation to designate or redesignate the Board of Directors/Architectural Control Committee. No member of the Board of Directors/Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants, except that the office of Secretary/Treasurer of the High Country Haven Property Owners Association, if so established in the By-Laws of the Association, may be compensated as approved by the Membership.

2. Land Use and Building Type

a. No parcel of land shall be used for any purpose other than single family residential. No building other than a single-family dwelling with a private attached or unattached garage or unattached pump house, and non-residential out-buildings and structures such as a barn, stable or corral for use specifically in connection with the case of livestock permitted under these covenants, or the maintenance of equipment, shall be erected, placed or permitted to remain on any lot or tract.

b. All structures shall have an exterior surface of natural wood, face brick, stone or glass, except that the Architectural Control Committee may allow the use of other materials provided such materials are designed and located in harmony with surrounding structures and natural land features.

c. No structure on any lot or tract shall exceed 22 feet in height as measured from grade, grade being the ground level at the approximate center of the structure before the building site is disturbed by construction or construction preparations. The Architectural Control Committee may grant relief from this provision when good cause is shown.

3. Building Location and Easements

a. No building or other structure shall be located so as to interfere with any easement. There shall be a 10-foot utility easement adjacent to and parallel with all street or road right-of-way and/or lot lines. There shall be utility guying easements on all lots or tracts as required by the utility involved. Building is prohibited in the stream easements on lots 9 through 13 and lots 20 and 21.

b. No structure shall be located on any lot or tract nearer than 25 feet from the closest edge of any road or cul-de-sac, right-of-way, nor nearer than 25 feet from the boundary of the subdivision or its park. These provisions may be waived by the Architectural Control Committee when good cause is shown.

4. Water and Sanitation

All water wells, storage tanks and/or sewage disposal systems placed upon any lot or tract shall comply with the requirements of the Health Departments of the State of Colorado and Larimer County. The use of water upon any lot is specifically subjected to the "decree" approving application for water storage rights, stock watering rights, and plan for augmentation, in the matter of the application for water rights of High Country Haven, limited, issued by the District Court Water Division 1, and recorded on July 12, 1978 at Book 1872 on page 0824 in Larimer County, Colorado. Findings of facts and conclusions of law of said recorded decree constitute a covenant running with the land. All property owners shall be bound by said decree, and specifically this covenant prohibits the irrigation of more than 30-100 square feet per lot, and all conditions and requirements of said decree must be satisfied by the owners of the lot before a well permit is issued to the owners of that lot. No parcel of the land may be built upon, altered or used in any fashion that would interfere with or damage the rights of any other parcel of land.

5. Clearing of Trees:

Approval shall be obtained from the Architectural Control Committee to cut down, clear or kill any trees on any tract except those trees which are located on that portion of a parcel of land which will be occupied by a dwelling which is approved by the Architectural Control Committee.

6. Nuisance

Nothing which may be or may become annoying or a nuisance to the neighborhood shall be permitted on any tract. No obnoxious or offensive activity or commercial business or trade shall be carried on upon any tract, except that professional offices such as those of a doctor, lawyer, dentist or engineer may be maintained within the dwelling. For purposes of

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this covenant, ungaraged or unstored inoperative automobiles, machines or other equipment which remain on any lot or tract for longer than sixty (60) days, is a nuisance.

7. Temporary Residence

No structure of a temporary character, trailer, basement, tent, or accessory building shall be used on any tract as a residence, except that one trailer, tent or pick-up camper may occupy a lot for a period not to exceed three months during any calendar year.

8. Refuse and Rubbish

Rubbish, refuse, garbage and other wastes shall be kept within sealed containers and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for these materials. All containers shall be kept in a neat, clean sanitary condition. Trash burning may be permitted in containers designated for that purpose only at such times that it shall not constitute a fire hazard, and with the permission of the Larimer County Department of Public Health or other cognizant authority.

9. Livestock

The lots or tracts in High Country Haven Subdivision may be used for the grazing of animals. Over-grazing is prohibited; animals shall not be permitted to run loose; and they shall be properly cared for with adequate maintenance, food and shelter.

10. Tanks

No elevated tank of any kind shall be erected, placed permitted to remain on any lot or tract. Any tank, except for watering of livestock as authorized in paragraph 9 above, shall be buried or, if placed at ground level, screened as determined by the Architectural Control Committee.

11. Firearms and Hunting

a. No firearms, fireworks, explosives, pellet gun, air rifle, arrow, or similar device shall be discharged, functioned, or released on any part of the subdivision without the expressed permission of the Architectural Control Committee.

b. No hunting, trapping or harassment of any bird or animal shall be conducted on any part of the subdivision at any time.

12. Resubdivision

No resubdivision of any lot or tract shown on the plat when originally filed shall be permitted.

13. Roads

All roads within or providing access to High Country Haven Subdivision shall be considered as private roads for the private use of the members of the High Country Haven Property Owners Association and their guests. The ownership of said roads shall be in the High Country Haven Property Owners Association, and the maintenance of said roads shall be the responsibility of said High Country Haven Property Owners Association.

14. Road Park and Fire Protection Maintenance

The following Road, Park and Fire Protection Maintenance Agreement shall be and becomes a covenant upon the land and running therewith.

a. The owners of the land shall constitute the membership of the High Country Haven Property Owners Association and will be obligated to maintain the roads and to bear the cost thereof from after September 1, 1975. The amount of the cost which shall be paid by each lot or tract owner shall be determined by dividing the total cost of maintenance by the total number of parcels within the development, and the owner or owners of each parcel shall pay his proportionate percentage share of said cost. For purposes of this determination and for determining the membership of said High Country Haven property Owners Association, persons owning a parcel in joint tenancy or tenancy in common shall be considered to be the owner of one lot or tract of land and entitled to one vote, and each platted unit of land shall be considered as one unit in prorate share of expense. If a person or persons own more than one parcel, he or they shall be responsible for payment of the costs allocated to each owned parcel.

b. There shall be approximately 27.801 acres of land deeded to said property owners association for a park available to members of the association. Members of the High Country Haven Property Owners Association shall bear the cost of maintenance of these lands and pond on the basis described herein above.

c. The Glendevy Volunteer Fire Department and the U.S. Forest Service shall have access to the subdivision and the fire protection pond as necessary to perform their functions.

d. At no time shall any owner of any parcel of land be obligated to pay more than \$75.00 in any one year for road and park maintenance.

e. In the event that an expense is incurred for road, park or fire protection maintenance, repair or development, any lot or tract owner may

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enforce the terms and conditions of this agreement in any court of law or equity and may obtain a judgment therefore.

f. It is covenanted and agreed that the terms and conditions of this agreement shall be for the mutual use and benefit of all the present and future lot or tract owners and that this agreement shall constitute covenants that run with and are attached to the land.

g. All payments are to be made to the High Country Haven Property Owners Association as provided by the Protective Covenants herein. In the event that said High Country Haven Property Owners Association shall fail or refuse to act, then the owners of the parcels themselves may, by a two-thirds majority vote of their number, determine to whom payments shall be made and the manner and time of payment.

h. In the event that the High Country Haven Property Owners Association shall fail to maintain the roads, parks or fire protection facilities in accordance with the plan outlined herein, the Larimer County Board of Commissioners may serve written notice upon said association or upon its individual members and may undertake to maintain these common facilities if such action becomes necessary, as provided for in the Larimer County Subdivision Resolution as adopted August 24, 1972, and as subsequently amended.

15. Enforcement

Enforcement of these covenants shall be by appropriate proceeding at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due, or for such other and further relief as may be available. The failure to enforce or to cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation of these covenants whether said violation shall be of the same or a different provision within these covenants. The statute of limitations applicable now or in the future is hereby waived for said enforcement purposes.

16. Severability

Should any part or parts of these covenants be declared invalid or unenforceable by any court or competent jurisdiction, such decisions shall not affect the validity of the remaining covenants.

17. Duration and Alternation of Protective Covenants

The foregoing agreements, covenant, restrictions, and conditions shall run with the land; shall be binding upon all persons now owning property in the above described subdivision and persons hereinafter purchasing said parcels

of land; and shall be in effect for a period to twenty (20) years from and after the date of these covenants, after which period said covenants shall cease to have any further force and effect unless owners of more than 50% of the total area shall elect, in writing, to continue for an additional twenty (20) year period, at which time these covenants shall cease to be and be of no further force or effect.

These protective covenants may be altered in whole or in part at any time the then record owners of two-thirds of the lots or tracts elect through a duly written and recorded instrument.

18. Buyer's Certificate

The buyer, or person acquiring a lot or tract in the High Country Haven Subdivision, however or whenever such acquisition is or may be made, shall certify, in writing, that he has been made aware of these covenants and that he understands that he shall become a member of the High Country Haven Property Owners Association.

HIGH COUNTRY HAVEN LTD,
a general partnership


REX HOGAN, General and Managing Partner

STATE OF COLORADO

COUNTY OF JEFFERSON

Subscribed and sworn before me this 2nd day of August, 1978 by Rex Hogan, as Managing and General Partner for High Country Haven Ltd., a general partnership.


Notary Public

My Comm. Expires Sept. 15, 1982

COPY-CLERK'S NOTE

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Rhonda Edgmon-Boons

Rhonda Edgmon-Boons
Secretary/Treasurer for High
Country Haven Property Owners'
Association and Member of
Board of Directors 2000 and
2001 *October 16, 2001*

STATE OF COLORADO

COUNTY OF LARIMER



My Commission Expires 7/19/2005

[Signature]
NOTARY PUBLIC