

**DECLARATION OF PROTECTIVE COVENANTS FOR
STAGECOACH LANDOWNERS ASSOCIATION, INC.**

WHEREAS the Declarant is the owner of real property described as that portion of Section 30, Township 12 North, Range 71 West of the 6th P.M., Larimer County, Colorado, North of U.S. Highway 287, and hereinafter referred to as "the Property", and;

WHEREAS the Declarant desires to provide for the maintenance of roads and desires to establish certain standards covering the Property by means of Protective Covenants to insure the lasting beauty, value, and enjoyment of the Property, and;

WHEREAS the Declarant deems it desirable for the efficient preservation of the values and amenities of said Property to establish a non-profit corporation to which should be delegated and assigned the powers and duties of maintaining the roads, administering and enforcing this Declaration and collecting and disbursing the assessments and charges hereinafter created, and;

WHEREAS the Declarant will cause the incorporation of the Stagecoach Landowners Association, Inc. (hereinafter referred to as "the Association") for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant does hereby publish and declare that in addition to the ordinances of the County of Larimer, State of Colorado, the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, and obligations are established as covenants to run with the Property as both a burden and benefit to the Declarant, its successors, and assigns, and any persons or entities acquiring or owning an interest in the Property, their grantees, heirs, executors, administrators, devisees, successors or assigns.

1. **BOARD OF DIRECTORS.** The governing body of the Association shall be the Board of Directors, as provided for in the Articles of Incorporation and the By-Laws of the Association. Unless otherwise stipulated in the Articles of Incorporation or the By-Laws of the Association, the Board of Directors shall serve as the Architectural Control Committee.

2. **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.** Voting rights shall be determined by parcel ownership. A parcel shall mean and refer to any contiguous acreage within the Property which is owned by the same owner, and which is 35 acres or more in size. Every owner of a parcel of the Property shall become a member of the Association upon acquisition of a parcel. Membership shall be appurtenant to, and may not be separate from, ownership of the parcel. Membership shall pass by operation of law upon the sale of such parcel; whether by deed, or by installment land contract. There shall be one vote per parcel owned without regard to the number of persons or entities having an ownership interest in such parcel. When more than one person or entity holds an ownership interest in a parcel, as a joint tenant, tenant in common or otherwise, all such persons shall be members of the Association but shall be considered as only one owner for voting purposes. Concept: One vote per parcel, one assessment per parcel.

3. **ARCHITECTURAL CONTROL.** No building or other structure, including but not limited to dwellings, workshops, sheds, garages, and outbuildings, shall be erected, placed, or altered on any parcel until the plans, specifications, and plot plan (submitted in duplicate) have been approved by the Architectural Control Committee. The plans shall, among other things, show the size, type of construction, type of exterior material and finish, exterior elevation and design. The plot plan shall show existing structures, if any, and location of the structure with respect to topography and finished grade. Should the Architectural Control Committee fail to approve or disapprove the plans and specifications submitted to it by the owner of a parcel within 30 days after such submission, then approval shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any parcel which violates any of the covenants or restrictions contained herein.

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At such time the said plans, specifications, and plot plan are approved, the owner shall proceed diligently with the construction. The exterior of any structure shall be completed within 12 months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond the 12-month construction period for good cause, if 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 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 members of the Association following such death or resignation to designate, or re-designate, a new Director to serve on the Architectural Control Committee. No member of the Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants.

4. **LAND USE AND BUILDING TYPE.** No parcel shall be used for any purpose other than as provided herein. No buildings other than single-family dwellings with a private attached or unattached garage (if desired), pump house (if desired), non-residential outbuildings and structures, such as a barn, stable, or corral for use specifically in connection with the care or breeding of animals, a workshop for the maintenance of equipment or engagement in craft or hobby activities, and a maximum of two guest houses shall be erected, placed, or permitted to remain on any parcel. Any workshop shall not exceed 1,800 square feet. The use of the Property for retail sales activity of any kind is prohibited. No residential dwelling shall be erected, altered, or permitted to remain on any parcel unless the ground floor area, exclusive of basements, open porches, and garages, exceeds 1,200 square feet. The Architectural Control Committee may grant relief from this provision, for good cause.
5. **BUILDING LOCATION AND EASEMENTS.** No building or other permanent structure shall be located so as to interfere with any easement nor within 200 feet of any property boundary. There shall be a right-of-way easement for road purposes 30 feet either side of the centerline of all roads which the Declarant has or shall hereafter establish by conveyance or reservation. There shall be a 20-foot utility easement adjacent to, parallel with, and on each side of all such road right-of-ways, as well as parcel perimeter lines, and section lines. There shall be an adjacent utility guying easement on all parcels as required by the utility involved.
6. **NUISANCE.** Nothing which is, or may become, an offensive activity or a nuisance to other parcel owners shall be permitted on any parcel. No commercial business or trade shall be carried on upon any parcel; except that professional occupations such as those of a doctor, lawyer, dentist, engineer or real estate agent, and home occupations as may be permitted by Larimer County Zoning Ordinances, may be conducted from the main dwelling. Noise generated on the premises must be contained so as to not interfere with the quiet enjoyment of the owners of the adjoining parcels. Ungaraged inoperative automobiles, machines, or other equipment which remain on any parcel for longer than 90 days are a nuisance. Any livestock or pets not restricted to the confines of their owners' property shall be considered a nuisance. Loud noise, i.e. excessive dog barking, shall be considered a nuisance.
7. **TEMPORARY RESIDENCE.** No structure of a temporary character, trailer, motorhome, mobile home, basement, tent, or accessory building shall be used on any as a residence. However, a pickup camper, camper trailer, or motorhome, may occupy a parcel if the parcel has a permanent residential structure. A pickup camper, camper trailer, motorhome, mobile home, or tent may occupy a parcel for a period not to exceed 12 months during the construction of the initial residential structure. In addition, a pickup

camper, camper trailer, motorhome, or tent may occupy a parcel for a period not to exceed 120 days per calendar year. The Architectural Control Committee may grant relief from this provision when good cause is shown.

8. **REFUSE AND RUBBISH.** Rubbish, refuse, garbage, and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the Property, and shall be disposed of in a sanitary manner. No parcel or easement area shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition.
9. **ANIMALS.** Animals, including livestock such as horses, cattle and sheep, and domestic pets shall be permitted on individual parcels. Animals shall be under control so as to not be a nuisance to other parcel owners, and shall be properly cared for with adequate maintenance, food, and shelter. It shall be the responsibility of the owner to fence the parcel when livestock are to be maintained on such parcel. Overgrazing by livestock is prohibited.
10. **FENCES.** Fences shall be permitted on individual parcels; provided, however, that any fence shall be so constructed as to not interfere with the easements required for access to adjoining lands, unless cattle guards are installed in place of gates. Cattle guards will be installed so as to provide a minimum of 12 feet road width and 6 feet in depth. In the event that a cattle guard is constructed, a bypass gate shall be installed.
11. **ROADS.** All roads providing access to the Property shall be considered as private roads for the private use of members of the Association and their guests (specifically excluding private driveways for internal access on any parcel). The maintenance of said roads shall be the responsibility of the Association.
12. **PARKING.** There shall be a 1/2 acre parking area as described on Exhibit "A," attached, at the intersection of the Stagecoach entrance road and the right-of-way for US Highway 287, for the benefit of the members of the Association, their tenants, guests, and invitees, to be used only during severe snow conditions. Maintenance of the parking area shall be the responsibility of the Association.
13. **OBLIGATION FOR ASSESSMENT AND ENFORCEMENT.** The Declarant establishes as a covenant governing the Property and each subsequent owner of any parcel of the Property, by acceptance of a deed thereto, is deemed to covenant and agree to pay all assessments imposed by the Association to meet estimated expenses. Assessments for the estimated expenses shall be due annually, or at such other intervals as may be set by the Association from time to time. The Association shall prepare and mail to each member a statement for each assessment.

Assessments made for expenses shall be based upon the cash requirement which the Association shall, from time to time, determine is necessary to provide for road maintenance, and other expenses incurred by the Association, excluding snow removal which is provided for below. The assessment which shall be paid by each owner of a parcel of the Property shall be determined by dividing the sum the Association determines necessary to be paid by the owners by the number of parcels owned within the Property. The annual assessment for road maintenance shall not exceed \$200.00 per year per parcel and shall be a lien upon the Property until paid. This limitation may be waived by an owner who wishes to pay in excess of said limitation in any one year and may be revised by the Association as future needs dictate as provided in the By-Laws of the Association. In the event any parcel of the Property is subdivided, each lot or tract within such subdivided parcel of the Property shall be deemed a parcel for purposes of these covenants and shall be obligated to pay the assessment for expenses as herein provided. NOTWITHSTANDING THE FOREGOING,

the Declarant shall not be obligated to pay an assessment in excess of that paid by an owner of 35 acres regardless of the number of lots, tracts, or parcels actually owned by the Declarant.

After an owner has been granted a building permit for a residence on a parcel, the Association shall levy and collect an annual special assessment for snow removal not to exceed \$200.00 per year to be held in reserve; said annual assessment may be increased over \$200.00 by majority vote of the owners subject to said assessment.

In the event that an owner of a parcel of the Property adjoining U.S. Highway 287 shall construct an access road from the Highway directly onto such owner's parcel and shall not utilize the Association road for access, such owner shall not be obligated to pay that portion of the assessment designated for road maintenance, repair or snow removal. If at any future time such owner utilizes the Association roads to gain access to the owners's Parcel, the exemption from assessment provided by this subparagraph shall no longer apply. For as long as an owner is not paying the full assessment for expenses, the owner shall not vote in any matters pertinent to roads or the maintenance thereof.

All payments are to be made to the Association. In the event that the Association shall fail or refuse to act, then the owners of the parcels may, by a 2/3 majority vote of their number, determine to whom payments shall be made and the manner and time of payment.

It shall be the duty of each owner to pay a proportionate share of the expenses of the Association as set forth in this Declaration and as assessed by the Association. Payment thereof shall be in such amounts and at such times as may be determined by the Association. If any owner shall fail or refuse to make any such payments when due, the amount thereof shall constitute a lien on that owner's parcel of the Property as set forth in the deed of conveyance to said owner. Upon the recording of notice thereof by the Association, such lien shall be constituted upon such owner's interest in said parcel of the Property. Prior to all other liens and encumbrances, recorded or unrecorded, except: (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the state, and other state or federal taxes which by law are a lien on the interest of such owner prior to the pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance and including additional advances made thereon prior to the arising of this lien.

To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the owner and a description of the lot, tract or parcel. Such notice shall be signed on behalf of the Association and shall be recorded in the Office of the Clerk and Recorder of the County of Larimer. Such lien shall attach from the date of recording and may be enforced through foreclosure by the Association. In any foreclosure, the owner shall be required to pay all costs and expenses of such proceedings, the costs, expenses, and attorneys' fees for filing the notice of claim of lien, and all reasonable attorneys' fees incurred in connection with such foreclosure. The owner shall also be required to pay to the Association any assessments due and owing during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the parcel at the foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The Association shall send to each first mortgagee a copy of the lien provided for herein. Any encumbrancer holding a lien on a lot, tract or parcel may, but shall not be required to, pay any unpaid assessments due and owing with respect thereto.

14. **ENFORCEMENT.** The Association may enforce these covenants by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenants. Judicial proceeding may be commenced 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 of a further or continued violation of these covenants, whether such violation shall be of the same, or a different provision within these covenants.

In the event of any litigation arising out of these Protective Covenants, the court may award all reasonable costs and expenses, including attorneys' fees to the prevailing party.

- 15. **SEVERABILITY.** Should any provision of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
- 16. **DURATION AND ALTERATION OF PROTECTIVE COVENANTS.** These covenants, restrictions, and conditions shall run with the Property, shall be binding upon all persons now or hereafter owning parcels of the Property and shall be in effect for a period of 30 years from the date of the recording of these covenants. After 30 years these covenants shall be of no further force or effect unless the owners of a majority of the lots, tracts, or parcels shall elect, in a writing recorded in the office of the Clerk and Recorder of Larimer County to extend the covenants for an additional specified period. Provisions for maintenance of the roads shall not be permitted to lapse.

These Protective Covenants may be altered, in whole or in part, at any time the then owners of 2/3 of the parcels so elect, in a written and recorded instrument.

IN WITNESS WHEREOF, I have hereunto set my hands and seal this 13th day of September, 1990.

C BAR QUARTER CIRCLE RANCH, INC.

BY: Letha D. Moen
Letha D. Moen, President

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged, subscribed, and sworn to and before me this 13th day of September, 1990, by C BAR QUARTER CIRCLE RANCH, INC., by Letha D. Moen, President.

Witness my hand and official seal. My Commission Expires: 10-7-92

Jeanie Moran
Notary Public

EXHIBIT "A"

DECLARATION OF PROTECTIVE COVENANTS FOR STAGECOACH LANDOWNERS ASSOCIATION, INC.

Legal Description:

1/2 acre of land located in Section 30, Township 12 North, Range 71 West of the 6th P.M., Larimer County, Colorado, more particularly described as follows:

That portion of Section 30, Township 12 North, Range 71 West of the 6th P.M., County of Larimer, State of Colorado, more particularly described as follows:

Considering the West line of the Northwest Quarter of said Section, as monumented by standard brass capped U.S. General Land Office monuments at the Northwest corner and the West Quarter corner of said Section, to bear South 00°14'12" East with all bearings contained herein, relative thereto.

Beginning at the Northwest corner of said Section 30; thence along the West line of the Northwest Quarter of said Section North 00°14'12" West 992.69 feet to the Northeasterly right of way line of U.S. Highway 287; thence along said right of way line the following four courses: said point being on a curve concave to the Northeast, having a central angle of 08°52'29" and a radius of 5655.00 feet, the chord of said curve bears South 52°23'23" East 875.04 feet; thence Southeasterly along the arc of said curve 875.91 feet to the end of said curve; thence North 62°40'30" West 948.20 feet to the beginning of a curve concave to the Southwest, having a central angle of 03°00'06" and a radius of 1970.00 feet, the chord of said curve bears North 51°52'30" West 103.20 feet; thence Southeasterly along the arc of said curve 103.21 feet to the end of said curve; thence South 60°13'59" East 1896.60 feet to the TRUE POINT OF BEGINNING; thence continuing along said right of way the following course: South 60°13'59" East 180.40 feet to the intersection of said right of way line with the centerline of an existing access road; thence along said centerline the following two courses: North 24°36'26" East 43.10 feet; thence North 28°54'36" East 82.09 feet; thence North 60°13'59" West 175.30 feet; thence South 29°46'01" West 125.00 feet more or less to the TRUE POINT OF BEGINNING.

The above described parcel contains a gross acreage of 0.50 acres more or less.