

B2300 P0779

599279

1984 NOV 28 PM 4: 09

COUNTY OF LARIMER

STATE OF COLORADO

WEAVER PARK ROAD ASSOCIATION

PROTECTIVE COVENANTS

WHEREAS, the undersigned are the owners of real property located in the County of Larimer, State of Colorado, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property", and;

WHEREAS, the undersigned desire to provide for the maintenance of roads and desire to establish certain standards covering the Property by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property, and to this end, together with such additions as may hereinafter be made thereto, the covenants, restrictions, easements, charges, and liens as hereinafter set forth, and;

WHEREAS, the undersigned deem it desirable for the efficient preservation of the values and amenities of said Property to create an agency to which should be delegated and assigned the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and;

WHEREAS, the undersigned will incorporate under the laws of the State of Colorado as a non-profit corporation, the Weaver Park Road Association (hereinafter referred to as "the Association") for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the undersigned do 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, locations, and obligations shall be deemed to run with the land and shall be a burden and benefit to the undersigned, their successors, and assigns, and any persons or entity acquiring or owning an interest in the real property and improvements, their grantees, and their heirs, executors, administrators, devisees, successors, or assigns.

1. BOARD OF DIRECTORS, ASSOCIATION MEMBERSHIP, AND ARCHITECTURAL CONTROL.

A. 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.

B. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS. Every owner of a lot, tract, or parcel of the Property shall become a member of the Association upon acquisition of said lot, tract, or parcel. Membership shall be appurtenant to, and may not be separate from, ownership of the lot, tract, or parcel. Membership shall pass by operation of law upon the sale of such lot, tract, or parcel; whether by deed, or by installment land contract. Each Owner shall have one (1) vote per lot, tract, or parcel owned within the Property, and shall be entitled to vote as provided in the Articles of Incorporation and the By-Laws of the Association. When more than one (1) person or entity holds a beneficial interest in a lot, tract, or parcel of the Property, as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association and shall be considered as only one (1) Owner for voting purposes. Concept: One (1) vote per lot, tract, or parcel, one (1) assessment per lot, tract, or parcel. A lot, tract, or parcel, as referred to in this agreement shall be defined as the minimal number of contiguous acres as required by Colorado law or the largest contiguous acreage having a common ownership, whichever is greater.

B2300 P0780

- C. ARCHITECTURAL CONTROL. No building or other structure, including but not limited to dwellings, sheds, garages, and outbuildings shall be erected, placed, or altered on any lot, tract, or parcel 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 material and finish, exterior design, existing structures, if any, and location of the structure with respect to topography and finished grade. Should the Architectural Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot, tract, or parcel within thirty (30) days after written request thereof, 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 lot, tract, or parcel which violates any of the covenants or restrictions contained herein.

At the time said plans and specifications are approved, the builder or owner shall proceed diligently with the construction. The exterior of any such structure shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond the eighteen (18) 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 Board of Directors or Architectural Control Committee, the remaining directors or 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 or member of the Board of Directors and/or Architectural Control Committee. No member of the Board of Directors or Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants.

2. LAND USE AND BUILDING TYPE. No parcel of land shall be used for any purpose other than single-family residential. No buildings other than a single-family dwelling with a private attached or unattached garage (if desired) or unattached pump house (if desired), non-residential outbuildings and structures such as a barn, stable, or corral for use specifically in connection with the care of livestock, the maintenance of equipment, or two guest houses, shall be erected, placed, or permitted to remain on any lot, tract, or parcel.
3. BUILDING LOCATION AND EASEMENTS. No building or other permanent structure shall be located so as to interfere with any easement. There shall be a right-of-way easement thirty (30) feet in each direction from the centerline of all existing and proposed roads which the Declarant has or shall hereafter establish by conveyance or reservation as a road right-of-way. There shall be a twenty (20) foot utility easement adjacent to, and parallel with, all such road right-of-ways, lot, tract, or parcel lines, and section lines. There shall be a utility guying easement on all lots, tracts, or parcels as required by the utility involved.
4. NUISANCE. Nothing which may be, or may become, annoying or a nuisance to other lot, tract, or parcel owners shall be permitted on any lot, tract or parcel. No obnoxious or offensive activity or commercial business or trade shall be carried on upon any lot, tract, or parcel; except that professional offices such as those of a doctor, lawyer, dentist, engineer, or real estate agent,

and certain home occupations as may be permitted by Larimer County Zoning Ordinances, may be maintained within the main dwelling. For purposes of this covenant, ungaraged inoperative automobiles, machines, or other equipment which remain on any lot, tract, or parcel for longer than ninety (90) days are a nuisance.

5. TEMPORARY RESIDENCE. No structure of a temporary character, motorhome, trailer, mobile home, basement, tent, or accessory building shall be used on any lot, tract, or parcel as a residence. However, a pickup camper, camper trailer, or motorhome, may occupy a lot, tract, or parcel if the lot, tract, or parcel has a permanent residential structure thereon. A pickup camper, camper trailer, motorhome, or tent may occupy a lot, tract, or parcel for a period not to exceed eighteen (18) months for construction purposes during the construction of the initial residential structure. In addition, a camper trailer, tent, pickup camper, or motorhome may occupy a lot, tract, or parcel for a period not to exceed one hundred twenty (120) days per calendar year. The Architectural Control Committee may grant relief from this provision when good cause is shown.
6. 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 lot, tract, parcel or easement shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, sanitary condition.
7. LIVESTOCK. Any lot, tract, or parcel may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited. Livestock shall not be permitted to run loose and shall be properly cared for with adequate maintenance, food, and shelter. It shall be the responsibility of the owner to fence the lot, tract, or parcel when livestock are to be maintained on such lot, tract, or parcel.
8. FENCES. Fences shall be permitted on individual lots, tracts, or 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. In the event that a cattle guard is constructed, a bypass gate shall be installed. Cattle guards and bypass gates, so constructed, shall be designed in such a manner as to insure that they will not create a snowdrifting problem over the access roads.
9. ROADS. All roads as defined in paragraph three (3), within, 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 lot, tract, or parcel). The maintenance of said roads shall be the responsibility of the Association.
10. ASSESSMENT FOR ROAD MAINTENANCE.
  - A.(1) Each Declarant, for each lot, tract, or parcel of the Property owned, hereby covenants, and each Owner of any lot, tract, or parcel of the Property, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay all assessments imposed by the Association to meet the estimated Road Maintenance Expenses. Assessments for the estimated Road Maintenance Expenses shall be due yearly, or at such other intervals as may be set by the Association from time to time. The Association shall prepare and deliver by mail, to each member, a statement for the yearly assessment.
  - (2) Assessments made for the Road Maintenance Expenses shall be based upon the cash requirements deemed to be the aggregate sum which the Association shall, from time to time, determine to be paid by the Owners, including the

Declarants, to provide for the Road Maintenance Expenses. The amount of the assessment which shall be paid by each owner of a lot, tract, or parcel of the Property shall be determined by dividing the aggregate sum the Association determines necessary to be paid by the owners, as hereinabove provided, by the number of lots, tracts, or parcels owned within the Property. The Annual Road Maintenance Assessment shall not exceed Sixty dollars (\$60.00) per year per each lot, tract, or parcel of the Property, 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 Articles of Incorporation or By-Laws of the Association. In the event any lot, tract, or parcel of the Property is subdivided, each person or entity purchasing a portion of any such subdivided lot, tract, or parcel of the Property shall be an owner for purposes of these covenants and shall be obligated to pay the assessment for Road Maintenance Expenses as herein provided. NOTWITHSTANDING THE FOREGOING, each Declarant shall not be obligated to pay an assessment in excess of that paid by an owner of thirty-five (35) acres regardless of the number of tracts or parcels actually owned by each Declarant.

- (3) At the time there are three permanent residencies within the Property, the Association Directors shall assess all lot, tract, or parcel owners equally for snow removal, not to exceed \$200.00 in any one year, in addition to the assessment as provided for in Paragraph 10A.(2). Said additional snow removal assessment may be revised by majority vote of the lot, tract, or parcel owners.
- B. In the event that any expense is incurred for road maintenance repair, or development, any lot, tract, or parcel owner may enforce the terms and conditions of this Agreement in any Court of law equity and may obtain a judgement therefore.
- C. 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, tract, or parcel owners and that this Agreement shall constitute covenants that run with, and are attached to, the Property.
- D. All payments are to be made to the Association. In the event that said Association shall fail or refuse to act, then the owners of the lots, tracts, or parcels, themselves, may by a two-thirds (2/3) majority vote of their number, determine to whom payments shall be made and the manner and time of payment.
11. ENFORCEMENT. Enforcement of these covenants shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceeding 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 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.

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

12. SEVERABILITY. Should any part or parts 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.
13. DURATION AND ALTERATION OF PROTECTIVE COVENANTS. The herein included agreement, covenants, restrictions, and conditions shall run with the land, shall be binding upon all persons owning lots tracts, or parcels of the Property and persons hereinafter acquiring said lots, tracts, or parcels of the Property and shall be in effect for a period of thirty (30) years from, and after, the date of these covenants; after which period said covenants shall cease to be, and be of no further force and effect unless the owners of a majority of the lots, tracts, or parcels shall elect, in writing duly filed to extend said covenants for an additional specified period or periods. Provisions for maintenance of the roads shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said road maintenance.

These protective covenants may be altered, in whole or in part, at any time the then owners of two-thirds (2/3) of the lots, tracts, or parcels so elect, through a duly written and recorded instrument.

14. GENERAL RESERVATIONS. The undersigned, their successors and assigns, shall have the right to bring within the scheme of these Protective Covenants and the structure of the Association additional properties in accordance with a general plan of development. Such additions shall be made by filing of record a supplement to these Protective Covenants. Such supplement may contain such additional modifications of these Protective Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these Covenants. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by these Protective Covenants with respect to the Property.

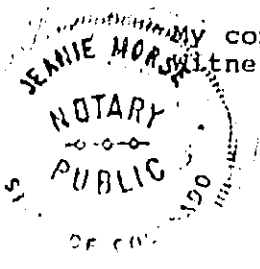
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of November, 1984 .

Adrian F. Weaver, Jr.  
Adrian F. Weaver, Jr.  
Adrian Franklin Weaver, Jr.  
a.k.a. Adrian Franklin Weaver, Jr.  
Joe Bowen  
Joe Bowen

82300 P0784

STATE OF COLORADO)  
 )  
COUNTY OF Larimer)

The foregoing instrument was acknowledged, subscribed and sworn to and before me this 1st day of November, 1984 by Adrian F. Weaver, Jr., a.k.a. Adrian Franklin Weaver, Jr.



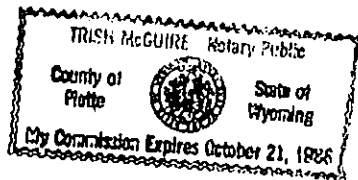
My commission expires: 10-7-88  
Witness my hand and official seal.

Jennie Morse  
Notary Public  
312 E. Mulberry  
Ft. Collins, Co 80522

STATE OF WYOMING)  
 )  
COUNTY OF Platte

The foregoing instrument was acknowledged, subscribed and sworn to and before me this 9th day of November, 1984 by Joe Bowen

My commission expires: 10-21-86  
Witness my hand and official seal.



Trish McGuire  
Notary Public  
756 Gilchrist  
Wheatland, WY 82201

## EXHIBIT "A"

Legal Description:

The following property situate in Larimer County, Colorado, Township 12 North, Range 72 West of the 6th P.M., more particularly described as follows:

Section 23:

A tract of land situate in Section 23, Township 12 North, Range 72 West of the 6th P.M., Larimer County, Colorado, being more particularly described as follows:

Considering the East line of the Northeast 1/4 of said Section 23 as bearing S 00°21'02" W and with all bearings contained herein relative thereto; Beginning at a stone found at the Northeast corner of said Section 23, proceed S 00°21'02" W, 1135.13 feet along the East line of the Northeast 1/4 of said Section 23 to a stone found at the East 1/4 corner of said Section 23; thence S 00°03'00" W 1185.74 feet along the East line of the Southeast 1/4 of said Section 23 to a rebar set; thence S 78°32'58" W 205.21 feet to a rebar set; thence S 67°10'29" W 208.58 feet to a rebar set; thence S 74°46'05" W 267.66 feet to a rebar set; thence S 89°17'54" W 320.76 feet to a rebar set; thence S 76°46'35" W 756.19 feet to a rebar set; thence S 55°10'49" W 712.55 feet to a rebar set; thence N 30°21'47" W 555.40 feet to a rebar set; thence N 17°35'50" W 467.27 feet to a rebar set; thence N 46°37'44" W 248.11 feet to a rebar set; thence N 30°13'45" W 74.52 feet to a rebar set; thence N 18°10'31" W 182.63 feet to a rebar set; thence N 04°40'57" W 218.58 feet to a rebar set; thence N 05°01'45" E 331.49 feet to a rebar set; thence N 29°20'27" W 686.22 feet to a rebar set; thence N 29°20'27" W 688.12 feet to a rebar set on the north line of said Section 23; thence along said North line of Section 23, N 89°43'30" E 3660.56 feet to the Point of Beginning.

Section 24:

SW1/4 SW1/4

Section 25:

Considering the South line of the Southwest Quarter of said Section to bear North 89°25'59" West with all bearings contained herein relative thereto:

Beginning at the Northwest corner of said Section 25; thence along the West line of the Northwest Quarter of said Section, South 00°00'31" East 469.14 feet to the TRUE POINT OF BEGINNING; thence continuing along said West line South 00°00'31" East 702.00 feet; thence South 78°10'39" East 121.86 feet; thence South 76°49'35" East 163.42 feet; thence South 33°08'16" East 110.08 feet; thence South 54°02'52" East 327.00 feet; thence South 15°44'32" West 30.67 feet; thence South 54°19'59" West 225.32 feet; thence South 0°52'02" West 231.21 feet; thence South 38°18'29" West 109.60 feet; thence South 70°53'47" West 190.10 feet; thence North 56°59'33" West 191.65 feet to the West line of said Northwest Quarter, thence along said West line South 0°00'31" East 692.68 feet to the West Quarter corner of said Section; thence along the West line of the Southwest Quarter of said Section South 1°03'39" West 1315.51 feet; thence South 89°46'25" East 2641.98 feet; thence North 57°22'53" East 1638.16 feet to the East line of the Southeast Quarter of said Section; thence along said East line North 0°16'29" East 1384.42 feet to the East Quarter corner of said Section; thence along the East line of the Northeast Quarter of said Section North 0°08'59" West 1484.62 feet to the Southwesterly right-of-way line of U.S. Highway 287 said point being on a curve concave to the Southwest having a central angle of 10°07'14" and a radius of 5855 feet; thence Northwesterly along the arc of said curve 1034.21 feet to the North line of the Northeast Quarter of said Section; thence along said North line South 54°15'49" West 818.44 feet to the North Quarter corner of said Section; thence along the North line of the Northwest Quarter of said Section North 89°11'27" West 1305.22 feet to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence along the East line of the Northwest Quarter of said Northwest Quarter South 0°03'14" East 469.14 feet; thence South 89°11'27" West 1305.59 feet to the West line of the Northwest Quarter of said Section; said point being the TRUE POINT OF BEGINNING.

The above described parcel contains a gross acreage of 336.26 acres more or less.

**NOTICE OF PRESERVATION OF WEAVER PARK ROAD ASSOCIATION  
PROTECTIVE COVENANTS**

THIS NOTICE OF PRESERVATION OF WEAVER PARK ROAD ASSOCIATION PROTECTIVE COVENANTS (the "Notice") is executed this 28<sup>th</sup> day of October, 2014, by WEAVER PARK ROAD ASSOCIATION and its MEMBERS, a Colorado Association within Larimer County, whose address is 2915 Weaver Ranch Road, Virginia Dale, CO, 80536 (the "Association");

WHEREAS, the Association was formed for the governance of the road association known as Weaver Park located in Virginia Dale, Colorado (the "Association"); and

WHEREAS, the Association is governed by the provisions of the Weaver Park Protective Covenants, dated November 01, 1984, and recorded in Official Records Book of the Public Records of Larimer County, CO [Record #599279, dated November 28, 1984] (the "Declaration"); and

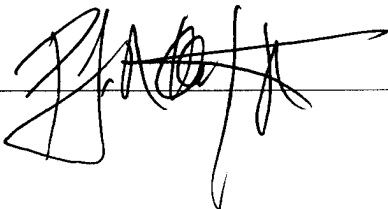
WHEREAS, pursuant to Colorado Statutes, the Association desires to and has taken the actions necessary to preserve the Covenants by the filing of this Notice;

NOW THEREFORE, the Association does hereby state and declare as follows:

1. **RECITALS:** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **PRESERVATION:** On June 21, 2014, the Board of Directors and Members of the Association voted unanimously to preserve the Covenants and protect them from extinguishment. Accordingly, this Notice has the effect of preserving the Covenants for a period of thirty (30) years following the recordation of this Notice among the Public Records of Larimer County, Colorado.
3. **ADDITIONS:** The Association has voted to maintain the yearly dues level of \$60, making no change to the existing Covenants, however will allow a vote during the annual meeting of a proper and reasonable dues assessment amount for that year *as decided by a majority vote of Property Owners in attendance at the annual meeting.*

IN WITNESS WHEREOF, the Association has executed this Notice in manner and form sufficient to bind it as of the date set forth above.

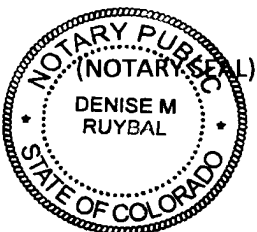
WEAVER PARK ROAD ASSOCIATION


By:  Paul Matosky, Secretary

STATE OF COLORADO  
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2014, by Paul Matosky, Secretary of the WEAVER PARK ROAD ASSOCIATION, on behalf of the Association,

He is personally known to me  
 He has produced CODE as identification.



  
Notary Public Signature  
Denise M Ruybal  
(Name typed, printed or stamped)  
*my commission expires 4/29/2015*