

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR SAND CREEK PARK LANDOWNER'S ASSOCIATION

THIS DECLARATION is made this 25th day of July, 1978, by WESTERN LAND AND INVESTMENT CORPORATION, a Wyoming Corporation, hereinafter referred to as "the Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain parcel of real property located in the County of Larimer, State of Colorado, legally described on Exhibit "A" attached hereto and incorporated herein by reference, 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. To this end and for the benefit of the Property and the Owners thereof, the Declarant desires to subject the Property to the easements, covenants; conditions, restrictions, charges, and liens hereinafter set forth; and

WHEREAS, the Declarant will incorporate under the laws of the State of Colorado, as a nonprofit corporation, the Sand Creek Park Landowners' Association, hereinafter referred to as "the Association," for the efficient preservation of the values and facilities of the Property, and will delegate and assign to the Association the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions of this Declaration and collecting and disbursing the charges and assessments hereinafter created;

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements, covenants, conditions, and restrictions which shall run with the Property and which are for the purpose of protecting the value and desirability of the Property and every portion thereof and shall be binding upon all the parties having any right title, or interest in the Property or any portion thereof, their heirs, administrators, successors, and assigns, and shall inure to the benefit of the owners thereof.

ARTICLE I: DEFINITIONS

Section 1: "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of any lot, tract, or parcel of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2: "Roads" shall mean and refer to all roads presently existing or subsequently constructed on the Property which are necessary to provide vehicular access from public roads to lots, tracts, or parcels of the Property. "Roads" shall not include private driveways constructed by individual Owners to provide access to dwellings or other structures located upon such Owners' lots, tracts, or parcels of the Property.

Section 3: "Fishing Areas" Shall mean and refer to all creeks, streams, rivers, ponds, and lakes now located or subsequently constructed on the Property together with that portion of the Property over which the Declarant has reserved "fishing easements" as hereinafter defined.

Section 4: "Access Pathways" shall mean and refer to those pathways presently existing or subsequently constructed upon the Property which are necessary to provide access, by foot, between the Roads, parking areas as hereinafter defined, and the Fishing Areas.

Section 5: "Land Area" shall mean and refer to the total acreage within the Property.

Section 6: "Common Expenses" shall mean and refer to the cost of repairs and renovations of the Roads and the cost of maintenance of the Fishing Areas, Access Pathways, and any other real or personal property owned by the Association and any structures thereon and shall include, by way of example and not limitation, casualty, public liability, and other insurance; taxes; special assessments; road construction, repair, maintenance, and renovation; management and administration costs; wages; legal and accounting fees operational fees; expenses and liabilities incurred by the Association pursuant to or by reason of these covenants or the Articles of Incorporation or By-Laws of the Association; the payment of any deficit remaining from a previous period; the creation of a reasonable contingency, reserve, sinking, or surplus fund; other sums declared Common Expenses by the provisions of these covenants; and all other sums lawfully assessed by the Association pursuant to these covenants, the Articles of Incorporation, or the By-Laws of the Association.

Section 7: "Architectural Control Committee" shall mean and refer to the Architectural Control Committee of the Association. Unless otherwise provided in the Articles of Incorporation or By-Laws of the Association, the Board of Directors of the Association shall serve as the Architectural Control Committee.

## ARTICLE II: EASEMENTS

Section 1: Road Easements. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual road easement sixty feet (60') in width, over and across and thirty feet (30') on each side of the centerline of all Roads.

Except in emergency situations or in the event of a mechanical breakdown and except in areas specifically designated for parking purposes as hereinafter provided, parking of vehicles within the Road Easements is expressly prohibited. Notwithstanding the foregoing, an Owner, his tenants, guests, and invitees, may park within the Road Easements located upon his lot, tract, or parcel of the Property. In addition, each Owner of a lot, tract, or parcel of the Property upon which a Road Easement is located and upon which a fishing easement has been reserved as hereinafter defined, shall have the right and shall be obligated to designate at least one area within his lot, tract, or parcel of the Property which may be used by other members of the Association, their tenants, guests, and invitees, for parking purposes. Said parking area shall be within the Road Easement located upon the Owner's lot, tract, or parcel of the Property and shall be sufficient in size to accommodate a minimum of ten (10) standard size automobiles, pickup trucks, or similar vehicles. In the event an Owner of a lot, tract, or parcel of the Property refuses to designate an area for parking purposes, the

Association may make such designation and said Owner shall be obligated to abide by the designation of the Association.

Section 2: Utility Easements. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual utility easement twenty feet (20') in width, adjacent to, parallel with, and on each side of all Road Easements, section lines, quarter section lines, and the boundary lines of all lots, tracts, or parcels of the Property. There shall be utility guying easements on all lots, tracts, or parcels of the Property as required by the utility involved.

Section 3: Fishing Easements. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual easement sixty feet (60') in width, over and across and thirty feet (30') on each side of the centerline of all creeks, streams and rivers located upon the Property and over, across, and thirty (30') above the high water line of all lakes and ponds presently located or subsequently constructed upon the Property.

Section 4: Access Pathway Easements. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual easement ten feet (10') in width, over and across and five feet (5') on each side of the centerline of all Access Pathways.

Section 5: Maintenance of Easements. The Declarant shall have no obligation to maintain or repair the Roads, Access Pathways, Fishing Areas, or any of the above-described easements once constructed or established, except to the extent that the Declarant continues to be an Owner and member of the Association. The Association is hereby charged with the duty and responsibility of providing for the maintenance, repairs, and renovation of the Roads, Access Pathways, Fishing Areas, and above-described easements.

Section 6: Conveyance of Easements. The Declarant hereby expressly agrees to convey all Road, Utility, Fishing, and Access Pathway Easements, hereinabove reserved, to the Association, its successors and assigns, for the use and benefit of all Owners, their heirs, administrators, successors, assigns, and invitees, forever, upon the sale of all lots, tracts, and parcels of the Property by the Declarant.

### ARTICLE III: OWNERS' RIGHTS

Section 1: Owners' Easement of Enjoyment. Every Owner shall have a non-exclusive right and easement in and to the Roads, Fishing Areas, and Access Pathways which shall be appurtenant to and shall pass within the title to every lot, tract, or parcel of the property. An Owner's right and easement of enjoyment in and to the Roads, Fishing Areas, and Access Pathways shall not be exercised in any manner which substantially interferes with the right and easement of any other Owner with respect thereto and shall be subject to the following:

- A. The right of the Association to charge reasonable fees and assessments to meet the estimated Common Expenses;
- B. The right of the Association to suspend the voting rights and right to use of the Fishing

Areas and Access Pathways by an owner for any period during which any assessment against his lot, tract, or parcel of the Property remains unpaid;

C. The right of the Association to dedicate or transfer all or any part of the Road, Utility, Fishing, and Access Pathway Easements to any public agency, authority, or utility company for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless approved by the Owners of two-thirds (2/3) of the Land Area within the Property at a meeting duly called for such purpose as provided in the Articles of Incorporation and By-Laws of the Association; and

D. The right of the County of Larimer and any other governmental or quasi-governmental body having jurisdiction over the Property to have access and the right of ingress and egress over and across the Roads, Fishing Areas, and Access Pathways for purposes of providing police and fire protection and providing any other governmental or municipal service.

Section 2: Association Rules and Regulations. The Association shall have the right and power, through its Board of directors, to adopt such rules and regulations as it, in its sound discretion, shall determine, from time to time, necessary to regulate and govern the use of the Roads, Fishing Areas, and Access Pathways, provided, however, that said rules and regulations shall not be discriminatory.

Section 3: Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his right and easement of enjoyment of the Roads, Fishing Areas, and Access Pathways to the members of his family, his guests, invitees, and tenants subject to this Declaration, the Articles of Incorporation, and By-Laws of the Association, and all rules and regulations adopted by the Association.

#### ARTICLE IV: 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 separated from ownership of the lot, tract, or parcel of the Property. Membership shall pass by operation of law upon the sale of such lot, tract, or parcel, which sale may be by deed or by installment land contract. Each Owner shall have one (1) vote (or fraction of a vote) per acre (or fraction of an acre) owned within the Property and shall be entitled to vote as provided in the Articles of Incorporation. and 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 but shall be considered as only one (1) Owner for voting purposes.

#### ARTICLE V: ASSESSMENT FOR COMMON EXPENSES

Section 1: Personal Obligation of Owners for Assessments. The 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 therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments imposed by the Association to meet the

estimated Common Expenses. Assessments for the estimated Common 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.

Section 2: Amount of Assessments. Assessments made for the Common 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 Declarant, to provide for the Common 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 to be paid by the owners as hereinabove provided by the total number of acres within the Property; and the Owner of each lot, tract, or parcel of the Property shall pay his proportionate share of said aggregate sum based upon the number of acres owned within the Property. In no event shall said assessment exceed Seventy-Five Dollars (\$75) per year per thirty-five (35) acre lot, tract, or parcel of the Property. 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 and 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 Common 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 thirty-five (35) acres regardless of the number of acres actually owned by the Declarant.

Section 3: Date of Commencement of Assessment. The assessment provided for herein shall commence at the time of the conveyance of the first lot, tract, or parcel of the Property from the Declarant. The Board of Directors of the Association shall fix the amount of the assessment and establish the date such assessment is to be paid as provided in the Articles of Incorporation and By-Laws of the Association.

Section 4: Provision for Maintenance by the Board of County Commissioners. In the event the Association fails to maintain the Roads in reasonable order and condition, the Board of County Commissioners of the County of Larimer may assume the responsibilities and duties of the Association and may assess and collect the cost of such maintenance in the same manner as real property taxes are assessed and collected.

## ARTICLE VI: LIEN FOR NON-PAYMENT OF ASSESSMENTS

Section 1: Effect of Non-Payment of Assessments, Remedies of the Association. It shall be the duty of each Owner to pay a proportionate share of the Common Expenses and any other expenses 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 lot, tract, or parcel of the Property as set forth in the deed of conveyance to said Owner; and upon the recording of notice thereof by the Association, such lien shall be constituted upon such Owner's interest in said lot, tract, or 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 this 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.

Section 2: Evidence of Lien. To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the Owner of the lot, tract, or parcel, and a description of the lot, tract, or parcel of the Property. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the office of the Clerk and Recorder of the County of Larimer, State of Colorado. Such lien shall attach from the date of recording in the Office of the Clerk and Recorder and may be foreclosed by foreclosure by the Association of the defaulting Owner's lot, tract, or parcel in like manner as mortgages on real property. The lien provided for herein shall be in favor of the Association and for the benefit of all of the members of the Association. In any such 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 and claim of lien; and all reasonable attorneys' fees incurred in connection with such foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association, on behalf of the members, shall have the power to bid on the lot, tract, or parcel of the Property at the foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. The Association shall send to each first mortgagee a copy of the notice of 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; and upon such payment, such encumbrancer shall have a lien on such lot, tract, or parcel for the amount paid of the same rank as the lien of his or its encumbrance.

## ARTICLE VII: OWNERS' OBLIGATION FOR PAYMENT OF ASSESSMENTS

Section 1: Personal Obligation to Pay Assessments. Assessments made by the Association against each Owner of a lot, tract, or parcel of the Property shall be the personal and individual obligation of the Owner at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. No Owner may exempt himself from payment of general or special assessments by waiver of the use or enjoyment of the Roads, Fishing Areas, and Access Pathways or by abandonment of his lot, tract, or parcel of the Property.

Section 2. Liability of Grantee. The grantee of a lot, tract, or parcel of the Property shall be jointly and severally liable with the grantor for all unpaid assessments against the lot, tract, or parcel of the Property assessed and due prior to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee, provided, however, that upon payment of a reasonable fee, not to exceed Twenty Dollars (\$20), and upon written request, any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject lot, tract, or parcel of the Property, the amount of the current assessment; the period covered by the current assessment; the date the current assessment comes due; and the amount of any credit for advance payments or for prepaid items. Said statement shall be conclusive upon the Association. Unless such request for a

statement of indebtedness shall be compiled with by the Association within ten (10) days of such request, then such grantee shall not be liable for, nor shall the lot, tract, or parcel of the Property be conveyed subject to, a lien for any unpaid assessments against the subject lot, tract, or parcel of the Property.

## ARTICLE VIII: ARCHITECTURAL CONTROLS

Section 1: Land Use and Building Type. Except as otherwise provided herein, no building shall be erected, altered, placed, or permitted to remain on any lot, tract, or parcel of the Property other than single-family residential dwellings with attached or unattached garages; unattached pump houses; residential guest houses; and non-residential outbuildings and structures such as barns, stables, or corrals for use specifically in connection with the care of livestock, as permitted under these covenants, or the maintenance of equipment. The Architectural Control Committee may grant relief from this provision for good cause.

Section 2: Approval. No building or other structure including, but not limited to, dwellings, sheds, garages, outbuildings, and fences shall be erected, placed, or altered on any lot, tract, or parcel of the Property 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 plans 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 property lines. 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 of the Property within thirty (30) days after the 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 lot, tract, or parcel of the Property 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 construction and 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 said eighteen (18) month construction period for good cause when requested by the Owner.

Section 3: Nuisance. Nothing which maybe or may become annoying or a nuisance to other Owners shall be permitted on any lot, tract, or parcel of the Property. No obnoxious or offensive activity or commercial business or trade shall be conducted upon any lot, tract, or parcel of this Property, except that professional offices, such as those of a doctor, lawyer, dentist, architect, or engineer, may be maintained within the main residential dwelling. For purposes of the covenant, ungaraged, inoperative automobiles, machines, or other equipment which remain on any lot, tract, or parcel of the Property for more than ninety (90) days shall be deemed to be a nuisance.

Section 4: Temporary Residence. No structure of a temporary character, trailer, mobile home, basement, tent, or accessory building shall be used on any lot, tract, or parcel of the Property as a residence. However, a pickup camper, camper trailer, motor home, or tent may occupy a lot, tract, or parcel of the Property if there is a permanent residential structure thereon. A pickup camper, camper trailer, motor home, or tent may occupy a lot, tract, or parcel for a period not to exceed six

(6) months, for construction purposes, during the construction of the initial residential structure. In addition, a camp/trailer, pickup camper, motor home, or tent may occupy a lot, tract, or parcel of the Property for a period not to exceed one hundred eighty (180) days per calendar year for recreational purposes. The Architectural Control Committee may grant relief from this provision for good cause.

Section 5: 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 or parcel of the Property or easement shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the Property and visible from public roads or adjoining or nearby properties.

Section 6: Livestock. Any lot, tract, or parcel of the Property may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited; the livestock 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 of the Property when livestock are to be maintained on such lot, tract, or parcel. Outbuildings may be erected and maintained for such animals if approved by the Architectural Control Committee.

Section 7: Fences. Fences shall be permitted provided, however, that any fence shall be constructed so as not to interfere with the Road easements hereinabove established and required for access to adjoining lands unless cattle guards are installed in place of gates. Gates may be installed across the Access Pathways but such gates shall remain unlocked at all times. All fences shall be approved by the Architectural Control Committee. The Architectural Committee may grant relief from this provision for good cause.

Section 8: Advertising. No advertising, signs, or billboards shall be erected, placed, or permitted to remain on the Property. Notwithstanding the foregoing, signs offering a lot, tract, or parcel of the Property for sale, shall be permitted. For a period of two (2) years from the date these covenants are recorded in the Office of the Clerk and Recorder of Larimer County, Colorado, such "For Sale" signs shall be limited to those of Cabin Country, Realtors. The Architectural Control Committee may grant relief from this provision for good cause.

## ARTICLE IX: GENERAL PROVISIONS

Section 1: Enforcement. Enforcement of this Declaration and these covenants, conditions, and restrictions 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. Such judicial proceedings may be prosecuted by any Owner or by the Association on behalf of its members, and the Association may assess the cost of such prosecution as a Common Expense. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall



be of the same or of a different provision within these covenants.

Section 2: 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.

Section 3: Duration. The herein included agreements, covenants, restrictions, and conditions shall run with the land; shall be binding upon all persons owning lots, tracts, or parcels of the Property and any persons hereinafter acquiring said lots, tracts, or parcels of the Property; and shall be in effect for a period of twenty-five (25) years from and after the date these covenants are recorded in the Office of the Clerk and Recorder of the County of Larimer, State of Colorado, after which period said covenants shall cease to be and shall be of no further force and effect unless the Owners of two-thirds (2/3) of the Land Area within the Property shall elect, in writing duly filed, to extend said covenants for an additional specified period at which time these covenants shall cease to be and shall be of no further force and effect unless similarly extended for an additional period or periods. Provisions for maintenance of the Roads and Common Areas shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said maintenance.

These protective covenants may be altered in whole or in part at any time the then record Owners of two-thirds (2/3) of the Land Area within the Property so elect through a duly written and recorded instrument.

Section 4: General Reservations. The undersigned, its successors and assigns, shall have the right to bring additional adjacent properties (located in Township 12 North, Range 74 West of the 6th P.M., Township 11 North, Range 75 West of the 6th P.M., and Township 12 North, Range 75 West of the 6th P.M., County of Larimer State of Colorado, and township 12 North, Range 74 West of the 6th P.M., Township 12 North, Range 75 West of the 6th P.M., Township 12 North, Range 76 West of the 6th P.M., and Township 13 North, Range 75 West of the 6th P.M., County of Albany, State of Wyoming) within the scheme of these protective covenants and the structure of the Association. Such additions shall be made by filing of record of a supplement to these protective covenants reciting (a) that this Declaration is amended by adding thereto as "Property" the additional property to be embraced within these covenants and the structure of the Association, and (b) that the provisions of this Declaration, and such additions and modifications 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, shall govern such additional property. 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. No consent or approval of such supplement or supplements shall be required of any Owner or encumbrancer who may have acquired an interest in the Property, nor of the Association; and such consent and approval is hereby expressly waived by such persons and entities.

IN WITNESS WHEREOF, WESTERN LAND AND INVESTMENT CORPORATION a Wyoming Corporation, has caused this Declaration to be executed the day and year first above written.

WESTERN LAND AND INVESTMENT CORPORATION, a Wyoming Corporation

(Recorded September 1, 1978 in Book 1887 at Page 373 of the Larimer County Records)  
(signed by) Karl Schakel, President Mike O'Dell, Vice President

## LEGAL DESCRIPTION

Township 12 Worth, Range 74 West of the 6th P.M.

Larimer County Colorado, Section 21: All that portion of S1/2 and Lot 1 and 2 within the County of Larimer, State of Colorado; Section 22; Lots 3,4,5,6, and S1/2; Section 28: W1/2, SE1/4.

Township 11 North, Range 74 West of the 6th P.M.

Larimer County, Colorado; Section 1: All; Section 2: E1/2E1/2, SW1/4SE1/4; Section 10: All of Section 10 lying West of the existing county Road; Section 11: E1/2, SW1/4; Section 15: All.

## FIRST SUPPLEMENT

A First Supplement to Declaration of Covenants, Conditions and Restrictions for Sand Creek Park Landowners' Association was recorded January 26, 1979 in Book 915 at Page 110, which added additional adjacent properties within the scheme of these protective covenants and the structure of the Association in accordance with Article IX, Section 4. The First Supplement was placed of record by Western Land and Investment Corporation, a Wyoming Corporation, and signed by Mike O'Dell, Vice-President, and Alice J. Worster, Asst. Sec., and duly motorized.

## REAL PROPERTY DESCRIPTION

Township 12 North, Range 74 West of the 6th P.M.

Section 19: All of Lots 1 and 2 and the S1/2 lying within the County of Larimer, State of Colorado;  
Section 20: SE 1/4, SW 1/4 SW 1/4, E 1/2 SW 1/4; Lot 1 and E 1/2 of Lot 2; Section 29: All;  
Section 30: All; Section 31: All.

Township 12 North, Range 75 West of the 6th P.M. Section 23: All of that portion of Colorado Section 23, Township 12 North, Range 75 West of the 6th P.M., County of Larimer, State of Colorado, lying East of the existing County Road known as Chimney Rock Road, more particularly described as follows; Beginning at the Southeast corner of said Section; thence along the South line of the Southeast Quarter of said Section North 87°10'56" West 2639.68 feet to the North Quarter corner of said Section; thence along the South line of the Southwest Quarter of said Section South 88°50'35" West 477.78 feet to the centerline of the existing County Road known as the Chimney Rock Road; thence along said centerline the following seven courses: said point being the beginning of a curve concave to the Northwest having a central angle of 25°54'17" and a radius of 469.41 feet; thence Northeasterly along the arc of said curve 212.23 feet to the end of said curve; thence North 08°29'00" East 1549.81 feet to the beginning of a curve concave to the West having a central angle of 03°11'32" and a radius of 4665.42 feet; thence Northerly along the arc of said curve 259.93 feet to the end of said curve; thence North 05°17'28" East 596.90 feet to the beginning of a curve

concave to the West having a central angle of 02N00'26" and a radius of 17125.14 feet; thence Northerly along the arc of said curve 599.94 feet to the end of said curve; thence North 03N17'02" East 119.96 feet to the beginning of a curve concave to the Southeast having a central angle of 09N28'41" and a radius of 578.47 feet; thence Northeasterly along the arc of said curve 95.69 feet to the end of said curve, said point being on the North line of the State of Colorado as monumented by existing original survey stones; thence along said North line North 89N17'26" East 2621.46 feet to the Northeast corner of Colorado Section 23; thence along the East line of the Northeast and Southeast Quarters of Colorado Section 23 South 00N35'00" East 3546.50 feet more or less to the point of beginning; Section 24: Lots 3, 4, 5, 6 and S1/2; Section 25: All; Section 26: NE 1/4.

## ALL IN COUNTY OF LARIMER, STATE OF COLORADO

### SECOND SUPPLEMENT

A Second Supplement to Declaration of Covenants, Conditions and Restrictions for Sand Creek Park Landowners' Association was recorded September 21, 1983 in Book 2238 at Page 559, which added additional adjacent properties within the scheme of these protective covenants and the structure of the Association in accordance with Article IX, Section R. The Supplement was placed of record by Western Land and Investment Corporation, a Wyoming Corporation, and signed by Mike O'Dell, Vice-President, and Timothy W. Hasler, Secretary, and duly motorized.

### REAL PROPERTY DESCRIPTION

Township 11 North, Range 75 West of the 6th P.M.:

County of Larimer, State of Colorado; Section 3: All lying West of the County Road; Section 4: All; Section 5: All; Section 9: All.

Township 12 North, Range 75 West of the 6th P.M.:

County of Larimer, State of Colorado; Section 27: All; Section 33: All; Section 34: All.

### THIRD SUPPLEMENT

A Third Supplement to Declaration of Covenants, Conditions and Restrictions for Sand Creek Park Landowners' Association was recorded September 3, 1987 as Reception No. 87051730, which added additional adjacent properties within the scheme of these protective covenants and the structure of the Association in accordance with Article IX, Section R. The Supplement was placed of record by Western Land and Investment Corporation, a Wyoming Corporation, and signed by Karl Schakel, President, and Timothy W. Hasler, Secretary, and duly motorized.

### LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

Township 12 North, Range 75 West of the 6<sup>th</sup> P.M.

Section 20: SE1/4; Section 21: S1/2 and Lots 1 and 2; Section 22: S1/2 and Lot 3; Section 23: Lots

1 and 2, and everything lying West of the centerline of the existing County Road; Section 26: NW 1/4; and Section 29: All

Township 12 North, Range 74 West of the 6<sup>th</sup> P.M.  
Section 20: NW1/4 SW1/4 and W1/2 Lot 2

County of Larimer, State of Colorado.

#### FOURTH SUPPLEMENT

A Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Sand Creek Park Landowners' Association was recorded March 25, 1991 as Reception No. 91011810, which added additional adjacent properties within the scheme of these protective covenants and the structure of the Association in accordance with Article IX, Section R. The Supplement was placed of record by Western Land and Investment Corporation, a Wyoming Corporation, and signed by Karl Schakel, President, and Jerry Leaneagh, Secretary, and duly motorized.

#### LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

Metes and bounds legal descriptions for the following property :

Tract A in that portion of Sections 26 and 35, Township 12 North, Range 75 West of the 6<sup>th</sup> P.M.  
Tract B in that portion of Section 35, Township 12 North, Range 75 West of the 6<sup>th</sup> P.M.  
Tract C in that portion of Section 2, Township 11 North, Range 75 West of the 6<sup>th</sup> P.M.  
Tract D in that portion of Sections 2 and 11, Township 11 North, Range 75 West of the 6<sup>th</sup> P.M.  
Tract E in that portion of Section 10, Township 11 North, Range 75 West of the 6<sup>th</sup> P.M.

County of Larimer, State of Colorado.

#### FIFTH SUPPLEMENT

A Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Sand Creek Park Landowners' Association was recorded April 29, 1992 as Reception No. 92023237, which added additional adjacent properties within the scheme of these protective covenants and the structure of the Association in accordance with Article IX, Section R. The Supplement was placed of record by Western Land and Investment Corporation, a Wyoming Corporation, and signed by Karl Schakel, President, and Robert L. Terry, Secretary, and duly motorized.

#### LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

Metes and bounds legal descriptions for the following property :

Tract A in that portion of Sections 2, 3, 10, 11, Township 11 North, Range 75 West of the 6<sup>th</sup> P.M. and that portion of Section 35, Township 12 North, Range 75 West of the 6<sup>th</sup> P.M., more particularly described by metes and bounds description.

Tract B in that portion of Section 26, Township 12 North, Range 75 West of the 6<sup>th</sup> P.M.

County of Larimer, State of Colorado

#### SIXTH SUPPLEMENT

A Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Sand Creek Park Landowners' Association was recorded November 22, 1993 as Reception No. 93087888, which added additional adjacent properties within the scheme of these protective covenants and the structure of the Association in accordance with Article IX, Section R. The Supplement was placed of record by Western Land and Investment Corporation, a Wyoming Corporation, and signed by Karl Schakel, President, and Robert L. Terry, Secretary, and duly motorized.

#### LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

Parcel 1 in that portion of Section 2, Township 11 North, Range 75 West of the 6<sup>th</sup> P.M., and Parcel 2 in that portion of Section 2, Township 11 North, Range 75 West of the 6<sup>th</sup> P.M.

County of Larimer, State of Colorado

#### SEVENTH SUPPLEMENT

A Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Sand Creek Park Landowners' Association was recorded April 20, 2004 as Reception No. 2004-0037038, which added additional adjacent properties within the scheme of these protective covenants and the structure of the Association in accordance with Article IX, Section R. The Supplement was placed of record by Chimney Rock Ranch, Ltd., a Colorado Limited Partnership, and signed by Mike O'Dell, Attorney-in-fact, and duly motorized.

#### LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY

East 344.10 feet of Lot 1 and East 344.10 feet of Southeast One-Quarter Section 19, Township 12 North, Range 75 West of the 6<sup>th</sup> P.M., Larimer County, Colorado.

COMBINED COURT, LARIMER COUNTY, COLORADO Larimer County Justice Center 201 LaPorte Avenue, Suite 100 Fort Collins, CO 80521 (970) 498-6100	
<b>In re the Matter of :</b>  <b>SAND CREEK PARK LANDOWNERS' ASSOCIATION</b> <b>a Colorado nonprofit corporation,</b>	
<b>Petitioner</b>	<b>▲ COURT USE ONLY</b>
Attorney or Party Without Attorney (Name and Address) :  Donald E. Johson, Jr. Allen, Vahrenwald & Johnson, LLC 125 S. Howes, Suite 1100 Fort Collins, CO 80522  Phone Number : (970) 482-5058    E-Mail : FAX Number : (970) 482-5175    Attorney Reg. #: 2975	Case Number : <b>03 CV 883</b>   Division : 5A
<b>ORDER</b>	

THIS MATTER, coming before the Court for hearing on August 29, 2003, ("the Hearing") on the Petition of Sand Creek Park Landowners Association ("the Association") for an order amending the Declaration of Covenants, Conditions and Restrictions for Sand Creek Park ("the Declarations") as set forth in the Amendment attached hereto as Exhibit "A" and incorporated herein by reference ("the Amendment") pursuant to the Colorado Common Interest Ownership Act ("CIOA"), and the Court having considered said Petition and the Motions to Dismiss filed herein, the statements of Petitioners counsel, and being otherwise advised in the premises, makes the following findings of fact and conclusions of law and enters the following order :

FINDINGS OF FACT

1. The Association has complied with the requirements of CIOA to amend the Declaration.
2. The Hearing was held as required by CIOA.
3. Notice of the Hearing was given as required by CIOA.
4. Owners holding 8,272.35 acre-votes in favor of the proposed Amendment. 8,112.35 of these votes represent Larimer County residents.

5. Owners holding 1,143.28 acre-votes filed objections to the proposed Amendment, if all objections were valid, they fall far below the number needed to allow the court to deny the Petition.
6. Neither the Federal housing Administration nor the Veterans Administration was entitled to approve the proposed Amendment.
7. The proposed Amendment did not eliminate any rights or privileges designed in the Declaration as belonging to a declarant and no declarant filed written objection to the proposed amendment with the court prior to the Hearing.
8. No lenders that hold security interest in one or more Lots filed written objections to the proposed Amendment with the Court prior to the Hearing.
9. The proposed Amendment will not terminate the Declaration.

#### CONCLUSIONS OF LAW

Base on the foregoing Findings of Fact, CRS § 38-33.3-217(7) makes mandatory the entry of an order mending the Declaration.

#### ORDER

1. The Amendment is approved.
2. The Declaration and the Supplement thereto shall be and are hereby amended as set forth in the Amendment.
3. The Association shall record a certified copy of this Order together with the Amendment in the office of the clerk and recorder of Larimer County, Colorado.
4. Once recorded, the Amendment shall have the same legal effect as if it were adopted pursuant to any requirements set forth in the Declaration.
5. All other Motions filed in objection or to Dismiss are denied.

DATED this 15<sup>th</sup> day of September, 2003. Nunc Pro Tunc August 29, 2003

/s/ James A. Gilmore  
District Court Judge

“Exhibit A”

FIRST AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
SAND CREEK PARK LANDOWNERS' ASSOCIATION

**Definitions.**

"The Colorado Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association recorded September 1, 1978, in Book 1887 at Pages 0373-0382, inclusive, Reception No 267763 of the Larimer County, Colorado records

"The First Supplement" means the First Supplement to the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association recorded January 26, 1979, in Book 1925 at Pages 0110-0113, inclusive, Reception No. 290682 of the Larimer County, Colorado records.

"The Second Supplement" means the Second Supplement to the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association recorded September 21, 1983 in Book 2238 at Pages 559-S62, inclusive, Reception No. 528527 of the Larimer County, Colorado records.

"The Wyoming Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Sand Creek Park Landowners' Association also recorded December 14, 1978, in Book 280 at Pages 460-469, inclusive, of the Albany County, Wyoming, records.

"The Property" means the real property described in the Colorado Declaration, the Wyoming Declaration, the First Supplement, and the Second Supplement legally described on Exhibit "A" attached hereto and incorporated herein by reference.

"The Protective Covenants" means the Colorado Declaration, the Wyoming Declaration, the First and the Second Supplements.

**Recitals.**

Article IX, Section 3, of the Colorado Declaration and Article IX, Section 3 of the Wyoming Declaration both provide that the Protective Covenants may be amended in whole or in part by the record owners of two-thirds of the Land Area within the Property. The parties who have executed the signatures pages attached to this First Amendment are the record owners of two-thirds of the Land Area within the Property.

The Property shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the easements, covenants, conditions, and restrictions set forth in the Protective Covenants as herein amended and modified, which shall run with the Property and shall be binding upon and inure to the benefit of an persons and entities having any right, title, or interest in or to the Property or any portion thereof (their heirs, personal representatives, successors, and assigns.

**Amendments.**

The Protective Covenants are hereby amended as follows:





[Pages 6 through 194 contain the following signature pages by the individual landowners]

SIGNATURE PAGE

ATTACHED TO AND MADE A PART OF THAT FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SAND CREEK PARK LANDOWNERS' ASSOCIATION

Lot(s) Owned: \_\_\_\_\_

Printed Name: \_\_\_\_\_ /s/ of the existing landowner  
\_\_\_\_\_ /s/ of the existing landowner

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF LARIMER         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by name of landowner(s).

Witness my hand and official seal.  
My commission expires : notary date

\_\_\_\_\_  
/s/ notary public  
Notary Public

OR



P.O. Box 270791, Fort Collins, Colorado 80527

Dear Sand Creek Park Landowner

As we did not hear from you or did not receive your notarized response, we have enclosed a second mailing of amendment #1 to the Sand Creek Covenants, as required by Colorado law. If you are supportive of the extension of your Covenants, your notarized signature is required by the Colorado Common Interest Ownership Act. Your Board recommends that in order to shield our property values, to keep what protections our covenants afford and to maintain Sand Creek's rustic atmosphere that you sign and return amendment #1 in the return envelope, within the next thirty days. If, for some reason you need more information or cannot support continuing our covenants in place, please check below and return the self addressed envelope.

Again, if you incur a notary fee, please feel free to send your bill to the association and we will seek a means to reimburse your cost.

Thank you for your response and for your interest in the future of Sand Creek.  
See you on the mountain.

\_\_\_\_\_  
/s/ Ray Berrmann, President  
For the SCPLOA Board  
\_\_\_\_\_  
/s/ Landowner(s)  
Printed name of landowner(s)

- I (we) support continuation of covenants.
- I do not support continuation of our covenants.
- I need more information before extending the covenants.

Please tell us why you are unable to support our covenants at this time. (Please use the back of this page if you need more space).