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DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR BACKBONE MEADOWS SUBDIVISION

THIS DECLARATION is made this 9th day of OCTOBER, 2003 by Top Five Inc., a Colorado Corporation, hereinafter collectively 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, hereinafter referred to as "the Property"; and described as follows:

Lots 1-28 Block 1, Lots 1-8 Block 2, Backbone Meadows
Subdivision excluding Outlot A.

WHEREAS, the Declarant desires to establish standards, guidelines and criteria which will create and maintain a high quality and attractive development and community, while yet providing some flexibility for each property owner to enjoy their lifestyle, so long as it does not unreasonably and adversely effect other property owners; and

WHEREAS, the Declarant desires to establish and provide for the maintenance operation and repair of easements and roads, drainage (including the weir-spreader structures), water, irrigation, and other facilities and desires to establish certain restrictions and uses relative to the Property; and

WHEREAS, in order to accomplish the foregoing purposes, the Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth.

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 are for the purpose of protecting the value and desirability of the Property and every portion thereof, and shall be binding upon all parties having any right, title or interest in the Property or any portion thereof, their heirs, administrators, personal representatives, successors and assigns and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Unless the context otherwise specified or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

Section 1.01. "Architectural Control Committee" (ACC) shall mean and refer to the committee created pursuant to Article V hereinafter.

Section 1.02. "Assessments" shall mean and refer to the sums levied for the purposes set forth in Article VII hereinafter.

Section 1.03. "Association" shall mean and refer to the Backbone Meadows Homeowners Association, a Colorado Non-Profit Corporation.

Section 1.04. "Property" shall mean and refer to the real property located in the County of Larimer, State of Colorado, and more particularly described as follows:

Lots 1-28 Block 1, Lots 1-8 Block 2, Backbone Meadows
Subdivision excluding Outlot A.

Section 1.05. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of any Lot (as hereinafter defined), including contract purchasers, but excluding those having an interest in the Property merely as security for the performance of an obligation.

Section 1.06. "Easements" shall mean and refer to the easements identified in Article II of the Declaration, which include easements for access roads, utilities, irrigation, and drainage facilities.

Section 1.07. "Common Interest Community" shall mean and refer to the "Property" described in above Section 1.04.

Section 1.08. "Common Elements" shall mean and refer to any real estate or facilities which are the responsibility of the Common Interest Community. "Common Elements" shall include the streets and bridge which provide access to the Lots, the emergency access road, the internal road system, drainage (including the weir-spreader structures), irrigation, and water facilities, and landscape of common elements.

Section 1.09. "Common Expense Assessments" shall mean and refer to the funds required to be paid by each Lot Owner in payment of his or her Common Expense Liability.

Section 1.10. "Common Expenses" shall mean and refer to the expenses or financial liabilities for operations of the Common Interest Community. These expenses include:

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- A. Expenses of administering, operating, maintaining, leasing, insuring, repairing, or replacing the Common Elements.
 - B. Expenses declared to be Common Expenses by the Declaration.
 - C. Expenses agreed upon as Common Expenses by the Members of the Association.
 - D. Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.11. "Lot" shall mean and refer to those Lots shown upon the Subdivision Plat of the Property. "Lot" shall not include Outlot "A".

Section 1.12. "Declarant" shall mean and refer to Top Five Inc., a Colorado Corporation.

Section 1.13. "Board" shall mean and refer to the Board of Directors of the Association, to be established by the Members of the Association pursuant to the Association's By-Laws.

Section 1.14. "Mortgage" shall mean and refer to any mortgage deed, deed of trust or other security instrument creating a lien against any Lot.

Section 1.15. "Mortgagee" shall mean and refer to any grantee, beneficiary or assignee of a Mortgage.

Section 1.16. "First Mortgage" shall mean and refer to the Mortgage having the first and paramount priority under applicable Colorado law.

Section 1.17. "First Mortgagee" shall mean and refer to any grantee, beneficiary or assignee of a First Mortgage.

Section 1.18. "Manager" shall mean and refer to any person, firm or corporation employed by the Association pursuant to Article VI and delegated duties, powers or functions by the Association.

Section 1.19. "Subdivision Plat" shall mean and refer to the recorded Subdivision Plat of Backbone Meadows approved by the County of Larimer, State of Colorado.

Section 1.20. "Person" shall mean and refer to any individual or other entity with the legal right to hold title to real property in the State of Colorado, including, but not limited to, corporations, partnerships, joint ventures and trusts.

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Section 1.21. "Record," "Recorded" and "Recordation" with respect to any document shall mean and refer to the recordation of such document in the office of the Clerk and Recorder of Larimer County, Colorado.

ARTICLE II

EASEMENTS

Section 2.01. Easements. The Declarant does hereby establish, remise, release, sell, convey, quit claim and dedicate unto the Association, its successors and assigns, for the use of the Owners of the Property, the following non-exclusive Easements, over, across and upon the Property at the locations depicted upon the Subdivision Plat of the property:

- A. Access Road Easement. Non-exclusive perpetual Access Road Easements, over, across and upon those portions of the Property and offsite as depicted upon the Subdivision Plat for ingress, egress and access by pedestrians, horses and vehicles to and from all areas adjacent to such Access Road Easement.
- B. Emergency Access Easement. Non-exclusive, perpetual Emergency Access Road Easements, over, across and upon those portions of the Property and offsite as depicted upon the Subdivision Plat.
- C. Utility Easement. Non-exclusive, perpetual Utility Easements over, across and upon those portions of the Property depicted upon the Subdivision Plat for the installation, construction, maintenance, inspection, operation, replacement or removal of all utilities, including, but not limited to, water, telephone, natural gas, electricity, irrigation, cable television and utility guide wires.
- D. Irrigation Easement. Private non-exclusive Irrigation Easements over, across and upon those portions of the Property depicted upon the Subdivision Plat for the surface and subsurface transportation of irrigation water.
- E. Drainage Easement. Non-exclusive, perpetual Drainage Easements over, across and upon those portions of the Property depicted upon the Subdivision Plat for the surface and subsurface transportation of drainage water.
- F. Water System Easement. Non-exclusive Water System Easements over and across and upon those portions of the Property depicted upon the Subdivision Plat for the installation, construction, maintenance, inspection, operation, replacement or removal of water facilities.

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- G. Ditch Company Easement. Non-exclusive Louden Irrigating Canal and Reservoir Company perpetual easement across and upon those portions of the Property described in the Subdivision Plat notes for the operation and maintenance of the Ditch Company facilities.

Section 2.02. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Easements which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- A. The right of the Association to publish reasonable rules and regulations for the use of the Easements.
- B. The right of the Association to suspend voting rights of any Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.
- C. The right of the Association to dedicate or transfer all or any part of the Easements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by sixty-seven percent (67%) of all of the Owners and one hundred percent (100%) of all of the First Mortgagees has been recorded with the Clerk and Recorder of Larimer County, Colorado.
- 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 Easements for the purpose of providing police, fire and other emergency protection and providing for any other governmental or municipal service.

Section 2.03. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Easements and facilities thereon to members of his family, their guests and invitees, and his tenants or contract purchasers who reside upon his Lot.

Section 2.04. Improvements on Easements. The Association shall have the right to make any improvements to any of the Easements if determined necessary or advisable by the Association for uses consistent with the Easements conveyed herein. No Owner shall install any improvements upon any of the Easements which would interfere with the ability of the Association and the Owners of the Property to utilize the Easements for the purposes herein set forth.

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ARTICLE III

ANIMALS

Section 3.01. Farm Animals. Farm animals ("Permitted Farm Animals") may be allowed on any Lot subject to the following conditions.

Permitted Farm Animals shall be allowed, but only as designated by the Association. No horses and cows will be permitted except by special written request to the Board and the written approval of the Board of Directors. Permitted Farm Animals shall be limited to use by the Owner's immediate family subject to the following limitations:

- A. No more than four Permitted Farm Animals shall be permitted for each Lot.
- B. Each Lot shall be maintained in a clean and sanitary condition.
- C. No Lot shall be over grazed, and the character of the Lot shall not be changed by the grazing of Permitted Farm Animals. Furthermore, pasture areas of any Lot shall be subject to the provisions of Section 4.13 hereof.
- D. All Permitted Farm Animals shall be cared for in a humane and husband-like manner.
- E. Corrals, barns, and other outbuildings may be erected and maintained for Permitted Farm Animals provided that such structures are first approved by the Architectural Committee.
- F. All Permitted Farm Animals shall be confined to the Owner's Lot by a lawful fence approved by the Architectural Committee.

Section 3.02. Household Pets. A reasonable number of cats (2) and dogs (2) or other household pets ("Household Pets") may be kept upon a Lot subject to the following restrictions and limitations: Any offspring of dogs and cats over six (6) months of age shall be considered in determining the total number of dogs and cats maintained on a Lot.

- A. The Household Pets shall not be kept, bred or maintained for any commercial purposes.
- B. The Household Pets shall not, in the Board's opinion, make objectionable noises or otherwise constitute an unreasonable interference to other Owners within the Property.

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- C. The Household Pets shall be kept within an enclosed yard on the Lot occupied by the Owner of such Household Pets, on a leash being held by a person capable of controlling the Household Pet, or by other control means if approved in writing by the Association Board.
 - D. The Household Pets shall not be in violation of any other provision of this Declaration or the Rules and Regulations.
 - E. All Household Pets shall be cared for in a humane and husband-like manner.

A "reasonable number" as used in this section shall ordinarily mean no more than four (4) Household Pets per Lot; provided, however, that the Board may, from time to time, determine that a reasonable number in any instance may be more or less than four (4) Household Pets per Lot.

Section 3.03. Rights of the Association. The Association, acting through its Board, shall have the right to prohibit maintenance of any Permitted Farm Animal or Household Pet which, in the sole opinion of the Board, is not being maintained in accordance with the restrictions herein, or where the Board feels that the animals cause justifiable problems or concerns to other property owners for which they should not be subjected. The Board may further adopt and enforce additional rules and regulations governing the subject of Permitted Farm Animals and Household Pets in the subdivision. It shall be the absolute duty and responsibility of each Owner of a Permitted Farm Animal or Household Pet to clean up after such animals to the extent that they have used any portion of the Lot of another Owner or any easement area. Any property owner given written notice from the Board to remove any animal(s) shall do so within 14 days, unless approved otherwise by the Board in writing.

ARTICLE IV

USE & RESTRICTIONS

General: The following use and restrictions apply to all Lots, except for Lot 1, Block 1, for which Sections 4.06, 4.09 and 4.15 shall not apply.

Section 4.01. Single-Family Residence. All Lots shall be used and improved exclusively for occupancy and residency by a single family. For purposes of this section, the term "Single Family" shall mean and refer to any individual or two (2) or more persons related by blood or marriage or an unrelated group of not more than three (3) persons living together in a residential dwelling.

Section 4.02 Type of Dwelling Allowed; Square Footage & Set Back Requirements. Any residence erected on any of the Lots shall contain a minimum living area in the main structure, exclusive of garages, basements, porches or terraces, as follows: single-level - 2,000 - square feet; multi-level - 2,400 square feet; and two-story - 2,400 square feet. A

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garage shall be required, and shall be at least twenty (20) feet deep and twenty-five (25) feet wide, and contain a minimum of 500 square feet. Building setbacks shall comply with established Larimer County codes, and per recorded plat. No buildings shall be constructed within 25 feet of any property line unless approved otherwise in writing by HOA. No mobile homes, trailer homes, modular or pre-fabricated homes shall be allowed on any Lot. No home or other structure of any kind shall be allowed on any Lot unless it complies with the requirements of the Larimer County building codes and is approved by the Architectural Committee. Without limiting the generality of the foregoing, structures and improvements on each Lot shall meet the City of Loveland Fire Protection Bureau requirements.

Section 4.03. Home Occupations. The conduct of a home occupation within a residence located upon a Lot shall be considered accessory to the residential use and not a violation of this Declaration provided that the following requirements are met:

- A. Such home occupation shall be conducted only within the interior of the dwelling and shall not occupy more than twenty percent (20%) of the floor area within the dwelling.
- B. The home occupation shall be conducted only by residents of the dwelling and no non-residents shall be employed in connection with the home occupation carried on in the dwelling.
- C. No signs or advertising devices of any nature whatsoever shall be erected or maintained on any Lot with respect to such home occupation. This prohibition shall not apply to the Declarant during the period of construction and sales.
- D. No retail shall be conducted on a Lot.
- E. The conduct of such home occupation shall be permitted under the zoning ordinances of the County of Larimer.
- F. Only those home occupations which require no visits from customers and no parking at or near the residence in connection with such occupation shall be allowed.
- G. There shall be no evidence of a home occupation visible from the outside of the dwelling unit.

Section 4.04. Signs, Advertising, & Address Signage. No signs (other than address signage required herein and other than one [1] sign of not more than five [5] square feet per Lot advertising that the Lot is for sale or rent), advertising, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain in or on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health, safety or life of any Person or which may unreasonably disturb the other Owners. Address signage shall be approved by ACC.

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Section 4.05. Inoperable Vehicles Prohibited. No tractors, farming equipment, farm implements or "inoperable vehicles" shall be repaired, constructed or allowed to remain on any portion of the Property in such a manner as to be visible from any other portion of the Property. The term "inoperable vehicle" shall mean any vehicle which has not been driven under its own propulsion for a period of seven days or longer. Construction equipment used in construction of an approved house or other improvement on any Lot shall be exempt from this Section 4.04.

Section 4.06. Radio & Television Antennae, Towers, Masts or Electrical Devices. No exterior television antenna, radio antenna, towers or masts shall be placed, allowed or maintained upon any portion of any dwelling or any other structure located upon a Lot, Easement or other portion of the Property without the express written consent of the Association or its Architectural Committee, and such devices must be screened from view from all other Lots and public or private roads located in or adjacent to the Property. In addition, in no event shall any antenna, electronic devices or systems, whether enclosed or not, cause unreasonable electrical interference with radios or television receivers at any other location within the subdivision, be allowed, placed or maintained on any Lot.

Section 4.07. Solar Energy Devices. ACC approval is required for all passive and active solar systems. They must be designed to appear as if they are an integral part of the roof. No exterior plumbing may be visible.

Section 4.08. Seasonal Decorations. Permitted with the following qualifications and conditions:

- A. Christmas decorations shall not be displayed prior to Thanksgiving and must be removed by January 10 of the following year.
- B. Other holiday decorations should be removed within one week after the celebrated holiday.
- C. No decorations shall be displayed in such a manner as to be offensive to the neighborhood or create a public nuisance.

Section 4.09. Underground Electric Lines. All electric, television, radio, telephone line installations and connections from any property line of a Lot to a residence or other structures shall be placed underground, except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 4.10. Hazardous Activities. No activities shall be conducted on the Project and on improvements constructed on the Project which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged within the Project and no open fires shall be lighted or permitted within the Project.

3 except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

Section 4.11. Light, Sound or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare. Exterior lighting, other than that provided by the homebuilder, shall not be allowed unless approved by the Architectural Review Committee; except seasonal decorations and lighting are allowed without approval of the Architectural Review Committee. No sound shall be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive to others.

Section 4.12. Garbage & Refuse. All rubbish, trash, garbage and other waste materials shall be disposed of in a neat and sanitary manner and shall be removed from each Lot on a regular basis and shall not be allowed to accumulate on any Lot, Easement or portion of the Property. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean and sanitary condition. Trash containers for each Lot shall be kept within garages or areas designated by the Association except during days designated for pickup and disposal.

Section 4.13. Fuel Storage. No tanks for the storage of gas, fuel, oil, chemicals or other matter shall be erected, placed or permitted above the surface of any Lot, unless screened and approved by the Board and Architectural Committee.

Section 4.14. Nuisances. No obnoxious or offensive activities shall be conducted, or allowed to be conducted, upon any Lot or the Easements, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any other Owner.

Section 4.15. Fences. No privacy fences higher than four feet (4'), and no barbed wire or chain link fences shall be permitted on the Property without the approval of the Architectural Committee, except for such fences already existing on the Property prior to date of this declaration. Any fence to be constructed on a Lot must be approved by the Architectural Control Committee (ACC) and conform to the design criteria set forth by the ACC.

Section 4.16. Maintenance of Lot. After the construction of a residential dwelling upon any Lot, such Owner shall control all grass and other vegetation growing upon his Lot and shall otherwise maintain and care for all landscaping on the Lot.

Section 4.17. County Regulations. Zoning ordinances, rules and regulations of Larimer County, Colorado, are considered to be a part hereof, and to any extent that these Covenants might establish minimum requirements which conflict with the minimum requirements established by said zoning ordinances, rules and regulations, the more restrictive requirements shall apply.

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Section 4.18. Pasture Management.

- A. Each Lot Owner shall maintain a suitable ground cover of vegetation, including all areas of the Lot for Permitted Farm Animals. Suitable ground cover in pasture areas may include, without limitation, Cool Season grasses such as Western Wheatgrass, Pubescent Wheatgrass, and Smooth Brome Grass, and Warm Season grasses such as Blue Grama, Switchgrass and Buffalo grass.
- B. Each Lot Owner shall be responsible for the control of weeds, including without limitation, Canadian thistle, leafy spurge and knapweeds, on the Lot.
- C. Each Lot Owner shall maintain the grasses on the Lot, so as to preserve ongoing sustainability, and to limit overgrazing of any area of the pasture by Permitted Farm Animals, and to minimize potential erosion from wind or rain.

Section 4.19. Foundations - Engineering. No plans shall be submitted nor shall any construction be commenced on any building on the Lot on which the building is to be erected and proper footings and foundations to be used are designed by a licensed engineer based on soil tests for the Lot and subdivision. All downspouts from gutters must have an extension or a splash block at the bottom, carried out from the wall of the residence at least five (5) feet to provide positive drainage away from the building; said extensions or splash blocks are to be installed simultaneously with the downspouts.

Section 4.20. Building Approval, Permits & Completion. Plans, specifications and Lot drawings showing location of all buildings must be approved in writing by the Architectural Control Committee and all applicable building code permits and approvals must be obtained before any construction is commenced. The construction of any buildings must be completed within eighteen (18) months of the date of Architectural Control Committee approval, and no dwellings shall be occupied unless and until a Certificate of Occupancy has been obtained from the Building Department.

Section 4.21. Oil & Mining Activities. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon, in, or under any Lot. No derrick or other structures designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Lot.

Section 4.22. Drainage Water Runoff & Drainage Easement. All surface drainage, whether offsite or onsite, shall be permitted to freely pass through all Lots as required in order to reach its natural destination or to drainage swales per approved drainage plan. All natural drainage ways or drainage swales shall be maintained in their existing conditions and/or capacity. Developer and all subsequent owners shall be prohibited from constructing or storing anything in any drainage easement or in any way disrupting or changing the drainage pattern

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as initially designed and installed on the Property per the County approved storm water drainage plan.

Section 4.23. Re-Subdividing. No further subdivisions or re-subdivision of any Lot or combination of Lots as shown upon the recorded plat shall be permitted.

Section 4.24. Final Plat Notes & Conditions.

- A. Mosquitoes may be a nuisance on this property. Larimer County is not responsible for mosquito abatement, and any land owner initiated abatement activities must meet all Federal, State and Local rules and regulations.
- B. Prairie dog colonies exist in the area of this property and may migrate to this property. Prairie dogs have been known to carry plague. Larimer County does not perform prairie dog control.
- C. There are existing agricultural activities in this area that may produce dust, odors and noise. Larimer County will not take any action to stop or hinder legal agricultural uses of nearby properties.
- D. There is the potential for wildlife interaction or property damage in this area. Property owners should take appropriate measures to protect property. Neither Larimer County nor the State Division of Wildlife is responsible for damage or control of wildlife.
- E. This development is the subject of a Development Agreement that has been recorded in the office of the County Clerk and Recorder, and is also on file in the Larimer County Planning Office. There are also recorded covenants associated with this plat.
- F. All driveways over 100 feet long must be 15 feet wide and capable of supporting fire apparatus for the length of the driveway.
- G. All new septic fields are to be a minimum of 100 feet from the North edge of the Loudon Ditch. Property owners should field verify this before constructing septic fields.
- H. Residential structures and outbuildings constructed on Lots 8 - 12 shall not exceed a maximum roof elevation of 5,220 above sea level, and no residential building shall be built above the Rock Fall Hazard Line. The existing grade, prior to any Lot modifications, at the center of the structure location and the peak roof elevation shall be noted on the building permits for Lots 8 - 12.

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- I. Easements: All residential Lots shall have a 15-foot wide utility and drainage easement adjacent to all Lot lines, unless shown otherwise.
 - J. Setbacks: All residential Lots shall maintain a 50-foot setback from the street or roadway centerline and 25 feet from rear and side Lot lines, except that the North tier of Lots and those adjacent to Outlot A shall have a 50-foot rear setback.
 - K. The Loudon Irrigating Canal and Reservoir Company is hereby granted an easement lying within and over the platted utility and drainage easement for the operation and maintenance of the ditch for that portion of the following described easement and ditch right-of-way which lies within the Backbone Meadows Subdivision:

The easement and right-of-way for ditches shall be 100 feet wide, being 50 feet on each side of the centerline, or 25 feet from the toe of the ditch on each side, whichever is greater.

Section 4.25. Devils Backbone & Outlot A. The following shall apply in order to protect the integrity of the Devil's Backbone rock outcrop which has been identified as a natural resource important to the Citizens of Larimer County, and to protect Outlot A owned by Larimer County Parks and Open Lands.

- A. Access on or across Outlot A and the Devil's Backbone rock outcrop shall be strictly prohibited, except on specifically marked trails and access easements, and which may be further restricted by the H.O.A. and/or Larimer County Parks and Open Lands.
- B. Only pedestrian access shall be permitted on the designated access easement in the Backbone Subdivision and on the designated trail across Outlot A, which is primarily for use by residents of the Backbone Subdivision.
- C. Additional Special Conditions shall apply to Lots 8 - 12, which are the following:
 - 1) Reference to Items (h.) and (j.) of Section 4.19.
 - 2) Fencing: Fencing shall be t-post and wire fence or as otherwise approved by the H.O.A. Developer shall install fence on rear property line of Lots 9, 10, 11 and 12 adjacent to Outlot A.

Section 4.26. The Loudon Irrigating Canal & Reservoir Company.

A. The Ditch Company has the authority to cut and remove trees within its right-of-way and it is acknowledged by the owners of the property in the Subdivision that the

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Ditch Company will, at an appropriate time, remove any and all such trees on the property. The owners of the property in the Subdivision acknowledge that the property owners and successor owners may not plant or otherwise landscape the ditch right-of-way. The Ditch Company also has the authority to install and maintain a road along each ditch bank for its purposes.

B. The property owners may not place any fence within the ditch right-of-way, and particularly across the right-of-way; and the property owners shall not install any gates or fences near the ditch company right-of-way without the prior written approval of the Ditch Company.

C. The property owners acknowledge and understand that there may be subsurface waters that arise in the area of this development, and that there are periods of time when, due to water flowing within the ditch system and otherwise, that portions of the property receive significant amounts of subsurface water that is very near to the surface, or resides on the surface. Due to this problem, the utility of certain portions of the property for construction of structures could potentially be unavailable. The Ditch Company has no plans to alter its operations as it would cure this surface and subsurface water issue.

D. The property owners shall maintain the irrigation and drainage patterns existing on the date of recording of the plat so that the quality of water entering the ditch from irrigation and from precipitation and other sources be maintained, and so that there is no change in point or type of drainage into the ditches that will occur. The property owners shall monitor and identify any pollutants or other hazardous materials that enter the ditch and should agree to stop any such deposit in the ditch system.

E. The property owners acknowledge that: 1) No swimming, tubing, canoeing or other use of the ditch or water in the ditch is allowed; 2) no dumping of refuse, including but not limited to household garbage, waste materials, grass clippings, tree and shrub prunings, motor oil, chemicals, pesticides or herbicides is allowed; 3) No pumps for lawn or other irrigation are allowed in the ditch; 4) No use of the ditch easement for hiking, biking, horseback, motorcycle, off-road vehicles or other motorized or non-motorized vehicle shall be allowed, except for permission granted to a governmental entity by separate agreement.

F. No crossings of the ditch are permitted without the prior written consent of the Ditch Company and compliance with the rules, regulations and requirements of the Ditch Company.

Section 4.27. Irrigation System. Provisions are made for an irrigation system to serve each property of the subdivision. This includes an inlet structure and pumping unit at the Loudon Ditch and common irrigation distribution mains located in an irrigation easement. The Home Owner's Association (H.O.A.) will be responsible for rental and/or purchase of irrigation water, start-up of system, monitoring operations, maintenance, establishing rates and charges, etc. Each property owner will be responsible for the installation, operation and costs for an irrigation system to be installed on each Lot.

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Section 4.28. Landscaping. Within thirty (30) days following receipt of a certificate of occupancy from Larimer County, Colorado, the Owner shall submit to the Architectural Control Committee for its approval, a landscaping plan and irrigation system plan. Such plan shall include a minimum of three (3) deciduous trees, two (2) inches in diameter or greater, and three (3) Conifer trees, six (6) feet in height or more. Once the landscaping plan is approved, the landscaping must be installed and maintained within one year following receipt of Certificate of Occupancy. Thereafter, Property Owner is responsible for maintaining in good condition, and if necessary, replacing trees and landscaping.

Section 4.29. Driveways & Driveway Culverts. The Association has no responsibility for snow plowing or maintaining driveways. Such responsibility is solely that of the individual Property Owner. Flared end extensions and/or stone masonry treatment are required on all driveway culverts to establish and maintain an attractive approach to a home. Plans must be submitted which include the manner in which the driveway and culvert size and end treatment shall be constructed. Approval must be obtained from the Architectural Control Committee and/or H.O.A. prior to commencement of construction. Culvert size, length and location shall be verified by a professional civil engineer. Culverts shall be a minimum of 15 inches in diameter.

Section 4.30. Water Supply System. The H.O.A. has the responsibility for maintenance and operation of the water booster station and related appurtenances as shown on the Landmark Engineering Ltd. construction plans dated July 2002. The City of Loveland has the responsibility for maintenance and operation of the distribution system and related appurtenances.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 5.01. Composition, Appointment & Removal. There shall be an Architectural Control Committee (A.C.C.) appointed by the H.O.A. Executive Board composed of at least three members. In the event of the death, incapacity or resignation of any one of such members, the H.O.A. Executive Board shall have absolute authority to appoint a successor.

Section 5.02. Review by A.C.C.. No structure shall be constructed, and no alteration or repainting of the exterior of a structure shall be made unless satisfactory plans and/or written requests have been submitted to and approved in writing by the A.C.C. Review and approval by the A.C.C. of all structures will be based on the architecture to blend in with the natural surroundings. For exterior walls, the use of natural building materials such as masonry, timber and rock in muted earthtones to blend with the surrounding landscape shall be emphasized. The use of high contrast colors and colored, reflective or mirrored glass and metal roofing will be discouraged. Exterior lighting should be down directed.

- A. Structures include residence, accessory building, antenna, flagpole, fence, wall, sign, house numbers, mailbox, exterior lighting, landscaping or other improvement. Revised

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- B. Plans submitted to the A.C.C. shall include the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally relative to property and easement lines and setbacks, and vertically, the location and size of driveways, fencing, walls and windbreaks, and the grading plan.
 - C. A landscape plan shall be submitted to A.C.C. for review and approval on each Lot by the owner. A minimum of six (6) trees shall be incorporated within the landscape plan, and maintained thereafter by the property owner.

Section 5.03. Procedures. A quorum at any meeting of the A.C.C. shall consist of at least two members thereof and any decision shall be reached by a majority vote. The A.C.C.'s approval or disapproval, as required by any provision of this Declaration, shall be in writing, and any approval shall expire in one year if construction has not been commenced. The A.C.C. may impose any conditions it considers advisable on any approval or on the use or maintenance of any improvement. The A.C.C. shall maintain written records of all applications submitted to it, all actions it may have taken, and a copy of such plans, specifications, and Lot plans as finally approved.

Section 5.04. A.C.C.'s Discretion & Non-Liability. The A.C.C. shall exercise its best judgment to see that all improvements and construction within the Properties conform to and harmonize with existing surroundings and structures. The A.C.C., or its duly authorized representatives, shall not be liable in any manner for any action taken or failure of action in these premises.

Section 5.05. Waiver. The A.C.C. may, at its discretion, waive any provision of this Article IV of this Declaration in the event it finds a practical difficulty or unnecessary hardship.

Section 5.06. Fences. Lot owners upon prior written approval of the Architectural Control Committee and/or the Association's Directors may construct fences. Said fences must comply with all rules and specifications adopted by the Association, which shall have the final decision on what is deemed permissible.

ARTICLE VI

ASSOCIATION MEMBERSHIP & VOTING RIGHTS

Section 6.01. Membership Rights. Every owner of a Lot shall become a member of the Association upon acquisition of a Lot. Membership shall pass by operation of law upon the sale of a Lot, which sale may be by deed or installment land contract. Each Owner shall have one (1) vote for each Lot 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 as joint tenant, tenant in common or otherwise, all such Persons shall be members of the Association, but shall be considered only as one (1) Owner for voting purposes.

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Section 6.02. Organization & Purpose. The Association is a non-profit Colorado corporation created for the purposes, charged with the duties and invested with the powers prescribed by law or set forth in its Articles of Incorporation and By-Laws or in this Declaration, and may not be dissolved without the prior written consent of the Larimer County Board of Commissioners. Neither the Articles of Incorporation nor By-Laws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of a conflict between the provisions of the Articles of Incorporation and By-Laws of the Association and this Declaration, the terms of this Declaration shall control. The Association shall be charged with the administration of Property pursuant to the terms and provisions of this Declaration. Furthermore, the Association shall be responsible for the maintenance and operation of the Easements defined herein above.

Section 6.03. Contracts. The Association may enter into contracts with any Person to provide any service or perform any function, including, but not limited to, contracts delegating performance of some or all of the duties under this Declaration and right to collect and remit (but not to levy) Assessments levied by the Association. No such contracts shall exceed one (1) year in duration and all such contracts shall be terminable by the Association upon ninety (90) days prior written notice to the appropriate Person provided that all such unpaid sums of money are then paid in full to such Person.

ARTICLE VII

ASSESSMENTS FOR COMMON EXPENSES

General: Lot 1, Block 1 shall only be assessed 50% of all assessments and reserve funds required in this article.

Section 7.01. Personal Obligation of Owners for Assessments. The Declarant, for each Lot depicted on the Subdivision Plat of the Property, hereby covenants, and each Owner of a Lot 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 agree, to pay all Assessments imposed by the Association to meet the estimated Common Expenses. Assessments for the estimated Common Expenses shall be due at such other intervals as may be set by the Association from time to time, but not more frequently than once per month.

Section 7.02. Purpose of Assessments. The Assessments levied by the Association by and through its Board shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents on the Property; and, in particular, for the services and facilities devoted to this purpose and related to the use and enjoyment of any Easements or Right-of-Way owned, leased or maintained by the Association, if any; for the purpose of repairing, reconstructing, replacing, maintaining the access roads on the Easements and Rights of Way on the Property and to the Property from Glade Road and also the emergency access road as shown on the Plat; common utilities, landscaping, water booster station, common irrigation, and drainage (including the weir-spreader structures), facilities located on the Easements and Right-of-Way described herein above; maintenance and repair of any outfall drainage swales or facilities which may be located on an easement or easements on any

21 adjacent property; and such other maintenance or improvement obligations which may be deemed necessary for the common benefit of the Owners and the maintenance of property values or which may be incurred by reason of agreement with or requirement of the county or other governmental authorities. The Assessments shall further be used to provide adequate insurance of any and all types and amounts deemed necessary by the Association's Board and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association. A separate assessment and/or a portion of the Assessments shall further be used to provide a reserve working fund for the replacement and maintenance of facilities and property of the Association which must be repaired on a periodic basis. In addition to the reserve working fund, the Association's Board shall establish an emergency reserve fund for major repair, replacement, maintenance, and other items that may be required, which are a larger scope and cannot be covered by the reserve working fund. The emergency reserve fund amount shall not be decreased or revoked without the written approval of the Board of County Commissioners or the governmental authority having jurisdiction over the property. The Association's Board shall be obligated to establish such reserve funds.

Section 7.03. Basis & Payment of Assessments.

- A. The aggregate amount of money needed for each calendar year shall be estimated by the Association's Board on or before the first day of December of the preceding calendar year. Upon the making of such determination, the Board shall send each Owner a notice of Assessments and the same shall be payable in advance in monthly, quarterly or annual installments as the Association's Board may determine. Such Assessments shall be levied against the Owners of each Lot within the Property as depicted on the Subdivision Plat regardless of the size of each Lot.
- B. Installments of Assessments shall be payable on such dates as shall be adopted by the Association's Board provided that written notice of such Assessment shall be sent to each Property Owner at least ten (10) days prior to the Assessment date. The Association shall, upon demand of any Owner, prospective purchaser, Mortgagee or prospective Mortgagee, furnish a certificate or letter in writing signed by an officer of the Association, or other designed party by the board, setting forth whether the Assessment on a specified Lot has been paid. A reasonable charge may be made by the Board for the issuance of these certificates or letters. Such certificates or letters shall be conclusive evidence of the status of the payment of any such Assessment on any Lot.
- C. The initial assessment amount shall be \$120.00 to be paid at closing, and \$120.00 per quarter due thereafter beginning with the conveyance of each Lot from the developer to an owner. Said amount of \$120.00 quarterly is subject to change as determined by the Homeowner's Association.

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- D. Reserve Working Fund. The Association shall, upon its inception, establish an adequate working fund for the normal and periodic maintenance, repair, and replacement of the Common Elements over which it has care, custody, and control, and for repair and replacement and maintenance required to be performed by the Association which fund shall continuously be maintained out of the annual assessment for Common Expenses.
- E. Reserve Emergency Fund. The Association or Declarant shall require the first Owner of each Lot (other than Declarant) and each subsequent Owner to make a non-refundable payment to the Association in an amount of \$1,000.00. Said Reserve Emergency Fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Lot and shall be maintained for the use and benefit of the Association. Said Reserve Emergency Fund shall be held for major repair, replacement of improvements; such as, for the common drainage (including the weir-spreader structures) facilities, water booster station, roads, irrigation system, and other items deemed appropriate by the Association's Board. Replacement of funds used shall occur within one year by equal assessments on each Lot. The reserve fund is intended to be maintained indefinitely, but in no event shall it be maintained for less than five years. Further, this amount shall not be decreased or revoked without the written approval of the Association Board and the Board of County Commissioners or other governmental authority having jurisdiction over the property.

Section 7.04. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which is situated upon any property owned or leased by the Association, including the fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Association. The amount of such special Assessment in respect to each Lot shall be computed in the same manner as the annual Assessments.

Section 7.05. Date of Commencement of Actual Assessment; Due Dates. Any installment of Assessments provided for herein shall commence on such date as shall be determined by the Board following its organizational meeting. The Association's Board shall fix the amount of the Assessment against each Lot and shall, at least (10) days prior to any Assessment, sent written notice thereof to each Owner subject thereto.

Section 7.06. Effect of Non-Payment of Assessments & Remedies of Association. Any annual or special Assessment which is not paid when due shall be delinquent and shall constitute a lien against the delinquent Owner's Lot. If the Assessment installment is not paid within ten (10) day after the due date, the Assessment installment shall bear interest form the date of delinquency at the rate of eighteen percent (18%) per annum, and/or a monthly late

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penalty amount may be assessed as set by the Board (such interest and/or late penalty amount to be included in the lien.) The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use or abandonment of his Lot.

Section 7.07. Subordination of Lien to Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot as a result of court foreclosure of a First Mortgage or any proceeding in lieu of foreclosure, shall extinguish the lien of any such Assessment as to payments thereof which become due prior to the time such First Mortgage acquires title, but shall not relieve any former Owner of personal liability thereof. No sale or transfer shall relieve such Lot from liability for any Assessments becoming due after such First Mortgage acquires title.

Section 7.08. Notice of Mortgage. Upon request of a Mortgagee, and upon receipt by the Association of a reasonable fee not to exceed Twenty-Five Dollars (\$25.00) for such service, the Association shall report to the Mortgagee of a Lot any unpaid Assessments or any other defaults under the terms hereof which are not cured by said Mortgagee's Mortgagor within thirty (30) days; provided, however, that a Mortgagee shall have furnished to the Association, notice of its encumbrance.

ARTICLE VIII

ENFORCEMENT & NON-WAIVER

Section 8.01. Right of Enforcement. Except as otherwise provided herein, any Owner of a Lot which is subject to this Declaration, and the Association's Board shall have the right to enforce all of the provisions of the Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

Section 8.02. Violation a Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, and the Board, whether or not relief sought is for negative or affirmative action.

Section 8.03. Violation of Law. Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any Property subject hereto is declared to be a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

Section 8.04. Enforcement in Small Claims Court. The Association may enforce any fine or delinquent Assessment levied or assessed under this Declaration and any late payment charge attributable thereto, and any interest thereon and the cost of collecting the same under the terms and provisions of C.R.S. 13-6-401, et. seq. as amended, and any other similar or

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dissimilar legislation with respect to a "small claims court" as may exist from time to time. The Association may also bring any action in law or equity in any other court available to it

under the statutes of the State of Colorado for enforcement of any provision of this Declaration.

Section 8.05. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 8.06. Non-Waiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

ARTICLE IX

MAINTENANCE OF EASEMENTS & RIGHTS-OF-WAY

Section 9.01. Maintenance by Association. The Association, acting through its Board shall provide for such rules and regulations governing the maintenance of the access roads, easements, rights-of-way, and other common facilities (the "Common Facilities") as the Board may deem necessary to ensure the safe and reasonable condition of the Common Facilities, including without limitation, the establishment of a regular maintenance program, periodic safety inspections and follow up maintenance.

Section 9.02. Maintenance by Larimer County. In the event the Association shall fail to maintain the access roads and other improvements within the Easements and any other Common Facilities in reasonable order and condition in accordance with the original plan submitted with the final Subdivision Plat, the Board of County Commissioners for County may serve written notice upon the Association, or upon the Owners of the Lots, setting forth the manner in which the Association has failed to maintain the Common Facilities in a reasonable condition. Said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days thereof, and shall state the time and place of the hearing thereon, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice, or in the modifications thereof, are not cured within (30) days or any extension thereof, the County, in order to preserve the taxable values of the Lots, and to prevent the Common Facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative, or upon the written request of the Association theretofore responsible for the maintenance of the Common Facilities, shall call a public hearing upon notice to such Association and to the owners of the Lot, to be held by the Board of County Commissioners, at which hearing the Association of the owners of the Lots shall show cause why such maintenance by the County shall not, at the election of the County, continue for the succeeding year. If the Board of County Commissioners shall determine the Association is ready and able to maintain the Common Facilities in a reasonable condition, the County shall cease to maintain the Common

Facilities at the end of said year. If the Board of County Commissioners shall determine that the Association is not ready or able to maintain the Common Facility in a reasonable condition, the County may, in its discretion, continue to maintain the Common Facility during the next succeeding year subject to a similar hearing and determination each year thereafter.

The cost of such maintenance by the County shall be paid by the owners of the Lots, and any unpaid assessments shall become a tax lien upon the Lots. The County shall file a notice of such liens in the office of the County Clerk and Recorder upon the Lots and shall certify such unpaid assessments to the County Treasurer for collection and enforcement and remittance in the manner provided by law for the collection, enforcement and remittance of general property taxes.

Section 9.03. Duration of Maintenance Provisions. The provisions contained in this Article IX and all other provisions of these covenants relating to the responsibility to maintain the access roads (including without limitation, provisions authorizing assessments and the establishment and enforcement of liens for non-payment of assessments) shall not expire and shall be perpetual unless specifically released by Larimer County, Colorado, or a municipality in the event the Property is annexed by such municipality at some future date. In addition, in no event shall the expiration of this Declaration in any way alter, affect or terminate the Easements or the rights and duties of the Owners with respect to Easements as provided in the Declaration.

ARTICLE X

MISCELLANEOUS

Section 10.01. Term. This Declaration, as the same may be amended from time to time hereafter, including all covenants, conditions, and restrictions, shall run with the land; shall be binding upon all Persons owning Lots in the Property and any Persons hereafter acquiring said Lot; and shall be in effect for a period of twenty-five (25) years from the and after the date this Declaration is Recorded in the Office of the Clerk and Recorder of Larimer County, Colorado, after which period this Declaration shall be automatically extended for successive periods of ten (10) years each unless amended or extinguished by written instrument executed by the Owners holding at least three-fourths (3/4) of the votes in the Association. Notwithstanding the foregoing, in no event shall the Easements described herein above be extinguished by the lapse of time, it being the express intent of the Owners that said Easements are hereby dedicated and conveyed to the Association without limitations to length of time.

Section 10.02. Mortgage Protection. Notwithstanding any other provision of this Declaration, no lien arising by reason of the breach of or the enforcement of any provision of this Declaration shall defeat or render invalid the rights of a Beneficiary under any Recorded First Mortgage now or hereafter upon a Lot made in good faith and for value. However, after the foreclosure or conveyance, and all installments of Assessments levied prior to completion of such foreclosure or before such conveyance shall not be the obligation of such Mortgage.

Section 10.03. Amendment.

- A. Special Provisions. No amendment of Section 10.02 shall be effective as to any First Mortgagee who does not join in the execution thereof, provided that his First Mortgage is recorded in the real property records of Larimer County, Colorado, prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure, the property which was subject to such First Mortgage shall be subject to such amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Larimer County, Colorado, in the manner hereinafter provided.
- B. By Owners. Except as provided in Section 10.03A above, this Declaration may be amended by recording in Larimer County, Colorado, real property records an instrument executed and acknowledged by the Owners holding at least three-fourths (3/4) of the votes of the Association at the time of the amendment.
- C. Fractional Ownership. For purposes of Section 10.03B above, if title to any Lot is held jointly or in common by more than one Person, the votes with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners approve in writing the proposed amendment under Section 10.03B or the votes with respect to such Lot shall not be counted.

Section 10.04. Interpretation. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.05. Construction.

- A. Restrictions Serveable. Each of the provisions of this Declaration shall be deemed independent and serveable, and the invalidity or partial invalidity of any provision or a portion thereof shall not affect the validity or enforceability of any other provision.
- B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- C. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.



Notary Public _____

Address _____

Notes:

- a. Mosquitoes may be a nuisance on this property. Larimer County is not responsible for mosquito abatement and any land owner initiated abatement activities must meet all Federal, State and Local rules and regulations.
- b. Prairie dog colonies exist in the area of this property and may migrate to this property. Prairie dogs have been known to carry plague. Larimer County does not perform prairie dog control.
- c. There are existing agricultural activities in this area that may produce dust, odors and noise. Larimer County will not take any action to stop or hinder legal agricultural uses of nearby properties.
- d. There is the potential for wildlife interaction or property damage in this area. Property owners should take appropriate measures to protect property. Neither Larimer County nor the State Division of Wildlife is responsible for damage or control of wildlife.
- e. This development is the subject of a Development Agreement that has been recorded in the office of the County Clerk and Recorder and is also on file in the Larimer County Planning Office. There are also recorded covenants associated with this plat.
- f. All driveways over 100 ft. long must be 15 feet wide and capable of supporting fire apparatus for the length of the driveway.
- g. All new septic fields are to be a minimum of 100' from the North edge of the Loudon Ditch. Property owners should field verify this before constructing septic fields.
- h. Residential structures and outbuildings constructed on lots 8-12 shall not exceed a maximum roof elevation of 5220 above sea level, and no residential building shall be built above the Rock Fall Hazard Line. The existing grade, prior to any lot modifications, at the center of the structure location and the peak roof elevation shall be noted on the building permits for lots 8-12.
- i. Easements: All residential lots shall have a 15' wide utility and drainage easement adjacent to all lot lines, unless shown otherwise.
- j. Setbacks: All residential lots shall maintain a 50' setback from the street or roadway centerline and 25' from rear and side lot lines, except that the north tier of lots and those adjacent to Outlot A shall have a 50' rear setback.
- k. The Loudon Irrigating Canal and Reservoir Company is hereby granted an easement lying within and over the platted utility and drainage easement for the operation and maintenance of the ditch for that portion of the following described easement and ditch right-of-way which lies within the Backbone Meadows Subdivision:

The easement and right-of-way for ditches shall be 100 feet wide, being 50 feet on each side of the center line, or 25 feet from the toe of the ditch on each side, whichever is greater.
- l. Home Owners Association (H.O.A.): H.O.A. shall be responsible for maintenance of subdivision private roads, common drainage facilities, the water booster pumping station, the irrigation pumping unit and distribution mains, the 45' easement area along Loudon Ditch, and other common areas and facilities.

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BACKBONE