

SAGEWOOD SUBDIVISION

FILING NO. 1

COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Sagewood Development, Ltd., a Colorado Limited Partnership, being the owner of Sagewood Subdivision, Filing No. 1 (hereinafter referred to as "Subdivision"), located in the town of Hayden, Routt County, State of Colorado, TO WIT:

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does hereby establish these covenants for the purpose of creating and keeping the Sagewood Subdivision attractive and of aesthetically pleasing architectural design, materials and appearance and to preserve the residential character of the Subdivision; and for the further purpose of guarding against hazards and unnecessary interference with the natural beauty of the Subdivision; all for the mutual benefit and protection of all property owners in the Sagewood Filing #1 Subdivision.

Further, the aforesaid owner does hereby declare that the following covenants, stipulations, limitations, restrictions and uses shall hereafter apply to the above described real property and to all improvements erected thereon as restrictive and protective covenants running with the land and shall hereafter be binding upon the Owner and all future owners of any part of said real property:

PART B: RESIDENTIAL USE COVENANTS

1. **Land Use and Building Type.** No lot of the Sagewood Subdivision, as described above, shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings. No building shall exceed the height limitation specified by ordinance of the Town of Hayden, and no lot shall have a private garage for more than three (3) vehicles per dwelling unit. All houses shall have as a minimum a single stall garage, or covered carport. All construction to be of new materials except that used brick may be used with prior written approval of the Architectural Control Committee.

2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front or side of the house unless similarly approved. All approvals shall be as provided in Part C.



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3. **Dwelling Size and Quality.** All lots and building sites in the Subdivision shall be used exclusively for purposes permitted by the Hayden Town Code. All construction shall be new. No building previously occupied or used at another location shall be allowed. No building or structure originally constructed as a mobile home may be moved onto any lot or building site. Modular housing is allowable providing it meets all the criteria of the Hayden Town Code.

The following criteria shall apply to all dwelling units in the Subdivision:

1. The interior living floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 800 square feet per floor level.
2. All buildings must have at least five, (5) exterior corners with minimum offset at corner to be twelve (12) inches.
3. All roofs to have a minimum pitch of 4 in 12 (18 degrees). Factory painted metal roofing is allowed excepting galvanized and white. Roofs shall be non-reflective.
4. Exterior metal flue pipes, other than those venting through the roof, must be enclosed in a chase.
5. All fascia boards shall be minimum six-inch (6") nominal width and roof eaves should overhang by a minimum of twelve inches (12").
6. Exposed foundation walls shall be covered with stucco, paint, flashing or other approved material. No asphalt damp proofing coating shall be left exposed.
7. Mill finish aluminum windows will not be permitted.
8. Driveways shall be hard surface such as asphalt or concrete unless otherwise permitted by the Town of Hayden.
9. Motorcycles, motor bikes, or recreational vehicles shall not be permitted to be used by residents or guests off the regular roadways on trails or dedicated common areas of the subdivision.

4. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.



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5. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile homes are permitted. No boat, trailer, camper, snowmobile, motorcycle, or motor home shall be parked on any street or nearer to any street than the front building line. All such vehicles must be properly licensed and in running condition unless wholly enclosed in a garage. No loaders, backhoes, cranes, dump trucks, tractors or other equipment may be parked in front of or on any lot in the Subdivision.

7. **Continuity and Manner of Construction.** All structures commenced in the Subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement unless the Architectural Committee grants some exception in writing.

Each building or other structure shall be constructed, erected and maintained in strict accord with the approved plans and specifications. During the construction period the site shall be maintained in an orderly and respectable condition, with construction rubbish removed periodically and not allowed to accumulate on the site. Burning of construction rubbish is not allowed. No building products, rubbish, soil or any other material will be allowed on any other site, common driveway or roads within the Subdivision. Storage of all material and equipment must be within the boundaries of the site. Any material in transport to or from the site, which is spilled on any road, common driveway, or other site shall be promptly removed and the roadway immediately restored to its original condition by the responsible party and the site owner. Failure of any owner, contractor or supplier of materials for any lot to comply with this paragraph shall be cause for the Committee to bring an action against the lot owner for damages and restitution. Additionally, the Committee may have such conditions immediately remedied and shall assess the lot owner all costs involved for such work through lien proceedings upon the property.

8. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. **Animals and Pets.** No noisy, obnoxious or offensive animals including but not limited to livestock nor poultry shall be raised, bred or kept or allowed on any lot, except that an aggregate total of two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are at all times quiet and clean and are restricted to the rear of each lot or on leash under handler's control and are kept in accordance with all applicable laws, rules and regulations of the appropriate governmental authorities. Animals and pets, which are allowed, must be kept and restricted to a cleanly maintained and fenced area at the rear



fifty (50') feet depth of the lot.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All waste containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

11. Sight Distance at Intersection. No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25') feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. Oil, Mining and Water Well Operations. 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, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any lot.

13. Landscaping. All surface areas, except areas occupied by buildings, parking areas and driveways, disturbed by construction shall be returned to a smooth and graded condition by the contractor building the dwelling within ninety (90) days after occupancy by the owner. The owner shall landscape the property in native grasses, gardens or lawns within one hundred eighty (180) days after original occupancy. Trees, lawns, shrubs or other plantings provided by the owner shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

14. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to select a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:

Mark Sabatini

Mark Elting

Brent Gilmore until 10 residences are occupied. Thereafter, a Resident of Sagewood Subdivision to be selected by Declarant

2. **Procedure.** No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until complete plans and specifications (including, but not limited to, floor, elevation, plot, landscaping, drainage and grading plans, provisions for off street parking and locations of driveway access, snow storage, specifications of principal exterior materials, color schemes and drawings of the locations, character and method of utilization of all utilities) have been submitted to the Committee and by it approved in writing. Owners of lots within the Subdivision are encouraged to consult with the Committee prior to and during the preparation of such plans and specifications in order to avoid withholding or delay in approval. Such plans and specifications shall be deemed approved thirty (30) days after delivery of the same to all members of the committee if not specifically approved or disapproved in writing within such thirty (30) day period. All uses of the real property in the Subdivision shall be in conformance with the zoning, subdivision and other applicable ordinances, rules and regulations of the Town of Hayden, Routt County, Colorado or its successors.

PART D. GENERAL PROVISIONS

1. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty one (21) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years. At any time these covenants can be amended by an instrument signed by 75% of the then owners of the lots which have been received.

2. **Enforcement.** If any person shall violate or threaten to violate any of the provisions of these covenants or any amendments hereto, it shall be lawful for the Association, or any person or persons having any interest in any lot in the Subdivision to institute



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proceedings at law or In equity to enforce the provisions of these covenants or any amendments hereto to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

3. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.

PART E. HOMEOWNERS' ASSOCIATION

Homeowners' Association: (a) Each owner of a lot in the Subdivision shall automatically be a member of the Sagewood Homeowners Association (the "Association"). Each such owner, by acquiring ownership interest, shall be held to have accepted the benefits and burdens of membership in said Association.

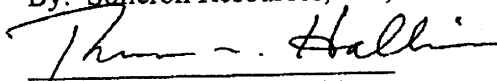
(b) The Association shall have among its purposes and powers the protection of the property, the enforcement on behalf of the owners of these Protective Covenants, and the Association shall have the power generally to do everything necessary or proper for the health, welfare, safety, benefit or enjoyment of the owners.

(c) When and if Sagewood Subdivision Filing #2 has been completed, homeowners of this Subdivision shall automatically become members of this Association. This provision shall not be amended for Ten Years without the permission of Declarant.

Executed this 2nd day of July, 2002.

By: Sagewood Development, Ltd., a Colorado Limited Partnership

By: Solleron Resources, Inc., A Colorado Corporation, General Partner by:



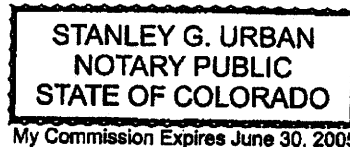
Thomas M. Hallin, President

STATE OF COLORADO
COUNTY OF ROUTT

SUBSCRIBED, sworn to and acknowledged before me this
3rd day of July, 2002 by Thomas M. Hallin, President of Solleron Resources, Inc.,
a Colorado Corporation.

WITNESS my hand and official seal.

My commission expires:



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