

534276

STONEBRIDGE PARK

Steamboat Springs, Colorado

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS



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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
STONEBRIDGE PARK
A Common Interest Planned Community**

SKI TIME SQUARE DEVELOPMENT LLC, a Colorado limited liability company ("Declarant"), is the owner of that real property in the County of Routt, Colorado, platted as a subdivision called STONEBRIDGE PARK (the "Subdivision"), the plat of which is filed at Reception No. 534275, Routt County records (the "Plat"). All of the real property subdivided by the Plat and described in the Certificate of Ownership and Dedication by Declarant on the Plat is sometimes referred to in this Declaration as the "Property."

Declarant desires to establish a Planned Community under the Colorado Common Interest Ownership Act (the "Act"), C.R.S. §§38-33.3-101 et seq., the name of which is STONEBRIDGE PARK. Declarant has caused to be incorporated, under the laws of the State of Colorado, STONEBRIDGE PARK HOMEOWNERS ASSOCIATION, a non-profit corporation, for the purpose of exercising the functions of an association under the Act within the Subdivision, and as set forth in this Declaration, and for the purposes described in its Articles of Incorporation. A description of all of the easements, licenses and title matters appurtenant to or included in or to which any portion of the Property is subject is contained in Exhibit "A" attached to this Declaration and incorporated herein by this reference.

**ARTICLE 1
DECLARATION**

1.01 Submission. Declarant does by this Declaration submit the Property to the provisions of the Colorado Common Interest Ownership Act, C.R.S. §§38-33.3-101 et seq., as may be amended from time to time, as a Planned Community under such Act. In the event the Act is repealed and is not replaced with similar legislation, the Act, as written on the effective date of this Declaration, shall remain applicable.

1.02 Declaration. Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, grants, limitations and obligations shall be deemed to run with the Property and all parts thereof and all Improvements erected thereon, and shall be a burden and a benefit to Declarant, its successors and assigns, and to any person acquiring or owning any Lot or any interest in the Property, their grantees, successors, heirs, executors, administrators, devisees or assigns.

**ARTICLE 2
DEFINITIONS**

Each capitalized term in this Declaration not otherwise defined in this Declaration or on the Plat shall have the meanings specified or used in the Act. As used in this Declaration, the following words and terms shall have the following meanings:

2.01 Architectural Guidelines. Architectural Guidelines means the guidelines and rules published, amended and supplemented from time to time by the Executive Board with respect to the construction of Improvements on the Property. The Architectural Guidelines are supplemental to the terms and provisions of this Declaration. In the event of a conflict between the terms of this Declaration and the Architectural Guidelines, this Declaration shall be controlling.


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2.02 Association. Association means Stonebridge Park Homeowners Association, a Colorado nonprofit corporation, the members of which shall consist of all of the Owners of Lots. The Board of Directors of the Association is referred to in this Declaration as the "Executive Board."

2.03 Association Control Period. Association Control Period means the time period between the initial recording of this Declaration in the real property records of Routt County and the last to occur of (1) sixty (60) days after conveyance of 75% of the twelve (12) Lots created by the Plat to Lot Owners other than an Affiliate of Declarant, or (2) two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business; provided, however, that such time period shall in no event exceed the Declarant Control Period.

2.04 Association Deed. Association Deed means the deed made and given contemporaneously with this Declaration from Developer to Association conveying certain easements and property interests to the Association.

2.05 Building Envelope. Building Envelope means the area within each Lot as designated on the Plat within which, except as otherwise specified in this Declaration, all Improvements must be located.

2.06 Caretaker Unit. Caretaker Unit means a portion of a Dwelling or a separate building designed to be occupied as self-contained living quarters separate from the remainder of the structure. A Caretaker Unit may not exceed the maximum permitted size of such a unit in the designated zone of the Property as established by the ordinances of the City of Steamboat Springs. Each Caretaker Unit shall comply with all requirements of the City of Steamboat Springs codes for caretaker units.

2.07 Common Expenses. Common Expenses means all expenses expressly declared to be Common Expenses by the Act, this Declaration or the Bylaws of the Association, together with all funds assessed for or allocated to the creation, funding or maintenance of reserves. Without limiting the generality of the foregoing, "Common Expenses" shall include (i) expenses to repair, maintain, and replace the Common Elements of the Subdivision, including, without limitation, Stonebridge Park Roads (including the snowplowing of such roads), (ii) charges for electricity for common lights at the entrance sign and elsewhere, (iii) expenses of repair, insuring, preserving, and maintenance of any Improvement constructed by Declarant or by the Association as recreational amenities for use by the Owners in the Subdivision, (v) expenses determined by the Executive Board to be necessary or appropriate to maintain, repair and replace the sewage system serving the Subdivision, including, without limitation, the sewer trunk line and associated improvements located within the Property, and (vi) the fees and costs of attorneys, bookkeepers, accountants, managers, surveyors, land planners, and other professionals engaged by the Association.

2.08 Custom Home. Custom Home means a single building on a Lot constructed for residential purposes and occupied by one family as a single-family residence provided that a Custom Home may include a Caretaker Unit as permitted by the terms of this Declaration and the ordinances of the City of Steamboat Springs.

2.09 Declarant. Declarant means SKI TIME SQUARE DEVELOPMENT LLC, a Colorado limited liability company, and its successors and assigns to the Special Declarant Rights when conveyed pursuant to the Act.

2.10 Declarant Control Period. Declarant Control Period means 99 years from the date of recording of this Declaration, or the maximum time limit permitted by C.R.S. §38-33.3-

205(1)(h), as may hereafter be amended from time to time. There is presently no maximum time limit in C.R.S. §38-33.3-205(1)(h).

2.11 Declaration. Declaration means this instrument and all amendments to this instrument subsequently recorded in the real property records of Routt County, Colorado, together with the Plat and all amendments and supplements to the Plat.

2.12 Design Review Board. Design Review Board means that Board designated from time to time by the Executive Board and which shall review plans of proposed Improvements pursuant to the terms of this Declaration and the Architectural Guidelines. The number of members of the Design Review Board shall be determined from time to time by the Executive Board but shall consist of at least two members. Its members may also be members of the Executive Board. The Design Review Board may sometimes be referred to as the "DRB."

2.13 Driveway Corridor. Driveway Corridor means those areas as approved by the Design Review Board in connection with a proposed Dwelling and within which all drives and access roads between the Stonebridge Park Roads and the Building Envelope of the subject Lot must be constructed and except in exceptional cases, all Lot utilities shall be installed.

2.14 Executive Board. Executive Board means the governing board of the Association.

2.15 Family. Family has the same meaning as the term "family" as defined from time to time in the zoning resolution or Community Development Code of the City of Steamboat Springs.

2.16 First Lienor. First Lienor means the Person who is the beneficiary of or holds the first-lien Security Interest on a Lot, other than the Association with respect to its lien under the Act as described in Article 18 of this Declaration.

2.17 Improvement. Improvement shall mean all Custom Homes, buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, decks, enclosures, changes in exterior color or shape, excavation, and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior Improvement constructed or completed on the Property.

2.18 Lot. Lot means a separately described and subdivided part of the Property designated as a lot by number on the Plat, each of which is a "Unit" within the Planned Community, as such term "Unit" is defined and used in the Act. Except as provided in the preceding sentence and except as permitted by Section 19.02, each Lot within the Property may be used and occupied only for residential purposes, and only one Custom Home may be constructed on a Lot. Allocated to each Lot are the Common Expense liability of such Lot and its one vote in the Association.

2.19 Owner. Owner means any Person who is the record owner of an undivided fee simple interest in any Lot, including a contract seller but excluding those having such interest merely as security for the performance of any obligation, and where the context clearly requires, "Owner" also means all co-owners of undivided fee simple interests in such Lot.

2.20 Open Space. Open Space means Open Space areas No. 1, No. 2 and No. 3 as shown and designated on the Plat and conveyed to the Association by the Association Deed. The Open Space shall be a Common Element.

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2.21 Plat. Plat means the land survey plat recorded at the Routt County Clerk and Recorder's file number set forth in the opening paragraph of this Declaration, and any proper amendment or supplement to such plat or any part thereof which is a land survey plat as set forth in C.R.S. §38-51-102, depicts all or any portion of the Planned Community in two dimensions, is executed by a person that is authorized by the Act to execute the Declaration or amendment to the Declaration for the Planned Community, and is recorded in the real estate records of Routt County.

2.22 Property. Property means the real property described in the Certificate of Ownership and Dedication by Declarant on the Plat, including all of the Lots and all improvements constructed thereon.

2.23 Stonebridge Park Roads. Stonebridge Park Roads means "Lot 2 and Lot 3 Common Drive," "Graystone Drive" and "Graystone Court" as designated on the Plat, and including all roadway improvements now existing or hereafter constructed within the Stonebridge Park Roads, as described in the Association Deed from the Declarant to the Association for the Stonebridge Park Roads, but subject to the reservations in Declarant as described in such Association Deed. The Stonebridge Park Roads shall include the "Emergency Vehicle Turnaround" areas shown on the Plat and falling within Lot 8 and Lot 11.

ARTICLE 3 PURPOSES

3.01 General Purposes. This Declaration is made and declared for the purpose of regulating development and use of, and construction and occupancy in, the Property, in order to keep the Property, insofar as possible, desirable, attractive, beneficial and suitable to residents, and of guarding against fires and casualties and unnecessary interference with the natural beauty of the Property, and to enhance the mutual benefit, health, welfare and protection of the Owners and occupants of Lots.

ARTICLE 4 LOTS AND BOUNDARIES

4.01 Number of Lots. The Property is initially divided into twelve (12) Lots and three (3) areas of Open Space whose horizontal boundaries are delineated on the Plat. The Identifying Number of each Lot is set forth on the Plat. The maximum number of units which the Declarant reserves the right to create in the Subdivision is equal to the maximum number of Lots and Custom Homes which may be located in the Subdivision pursuant to the Plat and this Declaration.

4.02 Allocated Interests. Each Lot is allocated one vote in the Association. The Common Expense Liability of each Lot shall be a fraction, the numerator of which is one and the denominator of which is the total number of Lots then existing in the Property.

4.03 Resubdivision of Lots. Lots and the Open Space may not be resubdivided into smaller lots or parcels nor conveyed or encumbered in any less than the full original dimensions thereof as shown on the Plat.

4.04 Relocation of Boundaries of Lots. Pursuant to the Act, upon approval by the Executive Board and the approval of the City of Steamboat Springs pursuant to all applicable City regulations, the boundaries between adjoining Lots and the location of Building Envelopes may be relocated or the boundaries removed to combine adjoining Lots into a single Lot by an amendment to the Declaration and the Plat. In order to relocate or remove the boundaries between adjoining Lots and relocate the location of Building Envelopes, the Owners of such Lots shall submit to the Executive Board an application which includes matters required by the Act and such other information as may be reasonably requested by the Executive Board. The Executive Board shall approve, approve upon reasonable conditions, or disapprove such application within a reasonable period of time, and shall communicate promptly to the applying Owners the reasonable conditions

of approval or the reasons for disapproval, as applicable. Relocation or removal of the boundaries between Lots and the relocation of Building Envelopes shall be accomplished by an amendment to the Declaration and an amendment to the Plat, prepared in accordance with this Declaration and the Act, executed by the Owners of the Lots whose boundaries or Building Envelopes are affected and by the president of the Association, approved by the City of Steamboat Springs pursuant to all applicable City regulations, and recorded in the Routt County real property records. In no event shall more than two of the original Lots as shown on the Plat be combined into a single Lot.

4.05 Title. Title to a Lot may be acquired, held, encumbered and conveyed individually or in any form of concurrent or entity ownership recognized in Colorado.

4.06 Description of Lots. Any contract of sale, deed, lease, mortgage, deed of trust, will or other instrument affecting a Lot may describe it as:

Lot ____, Stonebridge Park, County of Routt, State of Colorado, according to the Plat thereof recorded ____, at Reception No. ____, and the Declaration of Protective Covenants for Stonebridge Park recorded ____, at Reception No. ____, as supplemented, in the Office of the Clerk and Recorder of Routt County, Colorado (with appropriate information inserted into the blanks set out above).

ARTICLE 5 USES

5.01 Permitted Uses. Except as permitted by this Article or Section 19.02, all of the Lots in the Property shall be used exclusively for single-family residential purposes, and only one Custom Home may be constructed on any Lot within the Subdivision. All such permitted uses of the Property shall further be subject to all applicable laws, regulations and ordinances including, without limitation, the zoning, building codes, subdivision and other applicable ordinances, rules and regulations of the City of Steamboat Springs, subject to such changes therein as are from time to time approved by the City of Steamboat Springs. No tent, tepee, shack, camper, boat, or trailer, or any other temporary structure, shall be used for residential occupancy at any time on any part of the Property, except as may be specifically authorized in writing by the Executive Board. Except as permitted by Section 19.02, Section 5.02 and except for such home occupations as may be specifically authorized in writing by the Executive Board, no Lot may be used for commercial purposes.

5.02 Home Offices. Owners may conduct typical "home-office" business activities within a Custom Home constructed on a Lot so long as: (i) the existence or operation of the business activity is undetectable from outside the Custom Home; (ii) the business activity is in conformance with all applicable statutes, ordinances and regulations (including, without limitation, the rules and regulations of the Association); (iii) the business activity does not include regular visitation by clients, customers, or suppliers; and (iv) the business activity is consistent with the residential nature of the Subdivision.

5.03 Open Space. The Open Space shall be maintained by the Association for the overall benefit of the Subdivision and the Owners. Subject to such rules and regulations as the Executive Board may from time to time adopt (which may include, without limitation, the prohibition of the use of the Open Space for certain purposes or during certain times of the year), the Open Space shall be available for use by all Owners and their respective families and invitees for purposes of non-motorized recreational activities. The Open Space shall not be used in any manner which, in the determination of the Executive Board, adversely impacts Lots or the use of Lots. The Open Space may be used for the storage of snow and the installation of underground utilities, in such manner as the Executive Board may approve and direct. The Executive Board shall have full power and authority to deal with, grant interests or easements in, the Open Space without obtaining the approval of the Owners.

**ARTICLE 6
APPROVAL OF CONSTRUCTION PLANS**

6.01 Review and Approval.

- (a) Unless the plans and specifications and the proposed location, and any changes after approval thereof, are approved in advance by the Design Review Board pursuant to this Declaration and the Architectural Guidelines:

- No Improvement upon the Property shall be commenced, erected, constructed, altered, remodeled, reconstructed, placed, changed in color or moved;
- No existing Improvement upon the Property shall be altered in any way that affects its structural integrity or exterior appearance.

The Design Review Board shall exercise reasonable judgment in the review of such plans and specifications and proposed locations to the end that all Improvements on the Lots harmonize with existing surroundings and structures and comply with this Declaration and the Architectural Guidelines.

- (b) Any modification, alteration or change in any existing Improvements which would result in a change in their exterior appearance visible from any location on the Property shall be an Improvement requiring the Design Review Board's approval pursuant to the provisions of this Article 6.
- (c) Design review shall be directed towards attaining the following objectives for the Property:
- (i) Preventing excessive or unsightly grading, indiscriminate earthmoving or clearing of Property, removal of trees and vegetation which could cause disruption of natural watercourses or scar natural landforms.
 - (ii) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots and with surrounding Lots and structures, and do not unnecessarily block scenic views from existing buildings or tend to dominate any general development or the natural landscape.
 - (iii) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Property's over-all appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetation, and with development plans and zoning requirements.
 - (iv) Ensuring that building design and construction techniques respond to energy consumption and environmental quality considerations such as, heat loss, air omissions, and run-off water quality.



6.02 Submission Requirements. Prior to the commencement of the construction of any Improvement or the accomplishment of any items requiring the approval of the Design Review Board, the proposed Improvement or item shall be submitted to the Design Review Board for review and approval pursuant to this Article 6.

6.03 Improvement Application Process. Each proposed Improvement shall be reviewed and considered by the Design Review Board in the manner described in this Section 6.3. The Design Review Board may elect to waive any of the steps set out below or to add additional steps or requirements, as the Design Review Board shall determine to be appropriate and most likely to result in an appropriate review of the proposed Improvement.

- (a) *Pre-Design Conference:* Prior to the submittal of any application materials as required below, each Owner applicant and the applicant's architect, if any, shall meet with the Design Review Board (or the Design Review Board's designated agent) to discuss the proposed Improvement ("Pre-Design Conference"). The Pre-Design Conference shall occur prior to the creation of any drawings or the initiation of the formal design process by the Owner. The Conference should include a general review and discussion of design requirements, questions regarding the requirements of this Declaration, the Architectural Guidelines and any other applicable documents. The design process will be discussed and a general time line agreed upon.
- (b) *Design Review.* The Owner applicant and the applicant's architect will again meet with the Design Review Board and will present their preliminary design concepts which may include a site plan, floor plans and elevations. The parties will establish any variance requirements necessary for the proposed Improvement. Any preliminary approvals or disapprovals will be informational only and are not binding upon either the applicant or the Design Review Board.
- (c) *Plan Application.* If, after the Design Review, an Owner elects to proceed with a proposed Improvement, he shall submit to the Design Review Board three (3) complete sets of preliminary plans and specifications of every proposed Improvement (the "Plan Application"). Owners are encouraged to submit general architectural and site plans for Custom Homes, rather than complete construction building plans, so that Owners will not have unduly borne design expenses prior to a determination of the approval or disapproval of the proposed Improvement. Plan Application materials shall be accurately colored, drawn to scale and shall contain, at a minimum, the following information (unless waived by the Design Review Board):
 - (i) Topographic Survey of the Improvement site prepared by a surveyor licensed in the State of Colorado showing:
 - contours at 2 foot intervals;
 - easements, significant natural features and drainages;The survey scale shall be a minimum of 1"=20'0".
 - (ii) A Site Development Plan showing:
 - heights of proposed Improvements with respect to existing grade and finished grade;
 - legend, containing scale, north-point, date, name and address of applicant, person preparing plans, phone numbers of applicant and person preparing plans, and professional stamp or seal of person preparing plans;



- site, including location of all existing and proposed Improvements, the Lot Building Envelope, proposed Driveway Corridor, easements and setbacks, if any;
 - location of major vegetation (trees & shrubs to be retained or removed);
 - location of major rock outcroppings;
 - location of existing and proposed utility lines and related equipment;
 - location of existing and proposed drainage ways;
 - grading plan of the entire area to be affected by any construction, including spot elevations in critical drainage areas;
 - grades, including existing and proposed grades as they affect the location of any Improvement, cuts and fills and disposition of excess earth;
 - structures, showing location and use of existing and proposed structures, fences, patios, decks and terraces and walls (with color, size and type of materials), open stairways and other projections from exterior walls;
 - building setback requirements;
 - yards, meaning the area surrounding Improvements which is to be landscaped;
 - major view lines from and to the proposed site;
 - exterior lighting, including location, size and type of all lighting;
 - plan to revegetate all disturbed areas (low water use vegetation will be strongly encouraged);
 - snow storage areas;
 - drives, parking and storage areas;
 - the plan scale shall be a minimum of 1"=20'0".
- (ii) Floor plans showing:
- room layouts;
 - floor plan of each level;
 - total square footage of enclosed space for each floor level;
 - scale of plans shall be a minimum of 1/8"=1'0".
- (iii) Building Elevation showing:
- front, both side and rear elevations showing both existing and proposed grade lines, plat heights, ridge heights and roof pitch (goal will be to have all improvements blend into surroundings with respect to location, height and materials);
 - all principal exterior walls, fences, roof projections and other structures with height dimensions;
 - types and colors of exterior roof and wall materials to be used;
 - colored elevations accurately depicting types and colors of materials to be used;
 - elevations shall indicate architectural fenestration, character, window and door openings;
 - minimum scale shall be 1/4"=1'0".

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- (iv) Roof plan showing:
 - roof pitch, materials, overhangs, gutter and downspout locations and projections and penetrations located above the roof;
 - minimum scale shall be 1/8" = 1'0".
 - (v) Site/Building sections showing:
 - building walls, floors and roofs;
 - proposed and existing grades;
 - patios, decks, retaining walls, etc.
 - these building sections shall demonstrate the relationship of existing and proposed site to the new Custom Home;
 - minimum scale shall be 1/8" = 1'0".
 - (vi) Landscape Plan showing:
 - existing landscape to remain and existing landscape to be removed;
 - proposed plant materials, to be identified by name, size, type and location;
 - type of irrigation system to be used;
 - type of erosion control to be used both during and after construction. Description of proposed methods of controlling surface water and soil stabilization;
 - minimum scale shall be 1" = 20'0".
 - (vii) Proposed Construction Schedule and Site Management Plan showing:
 - a construction schedule for completion of all site work, landscaping, utilities, and Improvement;
 - indicate the areas of disturbance as well as areas that will not be disturbed, the location of construction parking and access, temporary trailers, chemical toilet, dumpster, material lay-down and staging areas;
 - construction signage design;
 - what measures will be used to protect the natural features that will remain in place after construction.
 - (viii) Cut Sheets/Exterior Finish Samples providing:
 - exterior finish samples of the exterior wall, roof and trim materials;
 - cut sheets on exterior doors, window, flashings, flue caps and exterior light fixtures.
 - (ix) The marking upon the ground of points indicating the location of the corners of all proposed Improvements, their relationship to the subject Building Envelope and the planned height of Improvements at the staked points. The highest location point of an Improvement will be marked upon the ground with the stake indicating the planned completed height above the stake.
 - (iv) Any additional information required by the Design Review Board or the Architectural Guidelines.
- (d) *Plan Review.* Upon the Design Review Board determining that a complete Plan Application has been submitted by the applicant, it shall, within thirty (30) days of such determination, advise applicant in writing of the approval, approval with conditions, or disapproval of the Plan Application or,



alternatively, schedule a meeting with the applicant or the applicant's architect or agents to review the Plan Application of the applicant and such additional information as the applicant may wish to present. The Design Review Board may, in its discretion, continue the date of the meeting for a reasonable period of time if adverse weather conditions or snow cover make it impossible for the Design Review Board to fully inspect the portion of the Property which is the subject of the Improvement. Within fourteen (14) days after the date of any meeting held with the applicant, the Design Review Board shall render, in writing, its decision on the Plan Application, which shall either approve, disapprove or approve with conditions, the Plan Application submitted to it. APPROVAL OF A PLAN APPLICATION SHALL BE EVIDENCED BY THE WRITTEN ENDORSEMENT OF DECLARANT OR ITS DESIGNATED AGENT ON SUCH PLANS OR BY OTHER NOTICE IN WRITING TO THE OWNER. Subject to delays permitted above for adverse weather conditions or snow cover, in the event that the Design Review Board fails to take any action within thirty (30) days after the determination that a complete Plan Application has been submitted or within fourteen (14) days after the date of the meeting with applicant, the Plan Application shall be deemed to have been approved. If a Plan Application shall be disapproved, the Owner may resubmit his Plan Application with appropriate changes and the Design Review Board shall again act within the time frames set out above once such Plan Application is complete.

- (e) *Pre-Construction Conference.* Two (2) complete sets of all final construction drawings and specifications for the proposed Improvement as approved by the City of Steamboat Springs and reflecting the Plan Application as approved by the Design Review Board shall be submitted to the Design Review Board. A conference on the Lot where the Improvement is to be built shall then be held prior to the commencement of any work on the site and shall be attended by Owner, Owner's Architect, Owner's contractor for construction of the Improvement and one or more representatives of the Design Review Board.
- (f) *Official Approvals.* Prior to initiation of construction on any Improvement, copies of all building permits and any other required government approvals and consents shall be delivered to the Design Review Board by the Owner.
- (g) *Compliance Review and Inspections.* Subsequent to the initiation of construction of an approved Improvement, representatives shall have the right and authority to come on the Owner's Lot at any time to inspect the progress of the Improvement and to insure that it proceeding in accordance with the Plan Application as approved by the Design Review Board. Absence of inspections shall not imply approval of the work in progress or compliance with the Plan Application as approved. Owner shall immediately advise the Design Review Board of any modifications to the Improvement which are not reflected in the approved Plan Application. Owner is responsible for scheduling inspections and receiving written approvals from the DRB at two specific points during construction process:
 - (i) Framing Inspection - This inspection is scheduled to coincide with the enclosure of all exterior roof systems. The purpose of this inspection is to ensure that the location and overall form of the residence is consistent with approved plans and that all construction impact mitigation has been implemented. The DRB shall approve the framing inspection for projects in conformance with approved plans.



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In the event the project is not in conformance with approved plans, the DRB shall provide the owner with written notice specifying the nature of non-conformance. Upon receipt of written notice, the owner shall immediately take action to remedy said non-conformance.

- (ii) Final Inspection - Final inspection is scheduled at the completion of all construction, landscaping and site work. In order to receive final inspection approval, all aspects of the proposed residence must be completed. Final inspection and approval from the DRB shall be obtained prior to the applicant seeking a Certificate of Occupancy from the Routt County Building Department. The DRB shall issue a certificate of compliance for all projects approved at final inspection.

In the event an owner requests a certificate of compliance prior to completion of all building, site and landscape Improvements, the DRB may issue a temporary certificate of compliance, provided the owner deposits with the DRB such sums as determined by the DRB to be necessary to complete said Improvements by a specified date. Said deposit shall be made payable to the Association and submitted with an executed copy of a scheduled improvement agreement. If said Improvements are completed by the specified date, the deposited sum shall be returned to the owner. If said Improvements are not completed as scheduled, the DRB may apply any and all sums deposited with the DRB to cover the cost of completing the work. The DRB may also pursue other remedies available as outlined in this Declaration. Inspections by the DRB are independent of the inspections and information required by the Routt County Building Department.

6.04 Final Decision and Appeal.

- (a) The Design Review Board shall indicate to any applicant, in the event of disapproval of the Plan Application, the reasons why the Plan Application was rejected and grant to the applicant an opportunity to resubmit with the revisions and corrections that would bring the Plan Application and proposed Improvement into conformity with the requirements of this Declaration and the Architectural Guidelines. If any Plan Application shall be approved with conditions, then any construction pursuant to the Plan Application shall occur only if such conditions are fulfilled to the satisfaction of the Design Review Board.
- (b) An Owner may request a reconsideration of a decision made by the Design Review Board by submitting a written request for reconsideration to the Design Review Board within thirty days of the date of the Design Review Board's decision. Such request for reconsideration shall specify the basis for the request and shall be considered by the Design Review Board no sooner than thirty days and no more than seventy-five days after its filing with the Design Review Board. The Design Review Board shall review the request and render a decision no later than seventy-five days after its filing (provided that such time period may be extended with the agreement of the Owner). If the Design Review Board shall fail to issue a decision within such time period, the request for reconsideration shall be deemed denied as of the date seventy-five days after the filing of the request.
- (c) Following a denial of a request for reconsideration by the Design Review Board, an Owner may appeal the decision to the Executive Board. Such

appeal shall be in writing and shall specify in detail the items which the Owner wishes the Executive Board to consider. Such appeal must be filed within thirty days after the date of the decision of the Design Review Board in the request for reconsideration. After considering the appeal and such additional materials as the Board may deem appropriate, the Executive Board shall render its decision in writing. If the decision of the Design Review Board is overruled by the Executive Board, the decision of the Design Review Board shall be deemed modified to the extent specified by the Executive Board.

6.05 Prohibition of Unapproved Construction. No portion of the Property may be graded, cleared, marred, changed, or altered in any way unless in strict compliance with a Plan Application that has been approved by the Design Review Board as set forth above. No Improvement of any kind shall be erected, constructed, placed or maintained unless the plans, elevations and specifications of such Improvement have been prepared in compliance with the foregoing requirements and have received the written approval of the Design Review Board, and such Improvement shall then be erected, constructed or placed only in full compliance with such approved plans and specifications. No material changes or deviations in or from the plans and specifications contained in the Plan Application as approved shall be made without the prior written consent of the Design Review Board. All construction within the Property may be inspected by the Design Review Board, or a designated agent of the Design Review Board, or by a professionally licensed architect, engineer or other consultant designated by the Design Review Board, in order to assess compliance with the approved Plan Application. Nothing in this Declaration shall be construed to place upon the Design Review Board, its members or any consultant designated by the Design Review Board, any duty to so inspect any such construction or any duty to ensure such compliance, and the Design Review Board, its agents, and its consultants shall not have any liability if any construction does not so comply.

6.06 Duration of Approval. The approval of a Plan Application granted by the Design Review Board shall be valid for eighteen months from the date of signed approval by the Design Review Board. The purchaser, grantee or assignee of any Lot may request in writing an extension of the approval prior to the expiration of the approval. Such extension may be granted or granted with conditions by the Design Review Board in its sole discretion.

6.07 Other Requirements. In addition to the approval requirements set out in this Declaration and in the Architectural Guidelines, each Owner is responsible for obtaining, prior to the commencement of construction, all approvals, licenses and permits as may be required by the City of Steamboat Springs and any entity or district having jurisdiction over the Property. All Improvements shall meet all of the requirements, including fire protection standards, of the Uniform Building Code and any other building code or fire code then in effect with respect to the Property.

6.08 Variances. The Design Review Board may grant variances as to the design requirements contained in this Declaration or in the Architectural Guidelines under the following conditions:

- (a) An application for a variance shall be submitted in the same manner as is required for design review approval. Any variance application shall be submitted to the Design Review Board as early as possible, and preferably not later than Design Review.
- (b) A variance of the design requirements of this Declaration or the Architectural Guidelines may be granted if such variance is reasonable, is in keeping with the overall design goals for the Property as set out in this Declaration and does not unreasonably detract from the subject Lot, any other Lot, the Property or nearby lands.



- (c) The determination as to whether to grant a variance shall be in the sole discretion of the Design Review Board.

6.09 Expenses and Fees. Except as otherwise provided in this Declaration, all expenses of the design review process shall be paid by the Association and will constitute a Common Expense. The Design Review Board may charge a fee to the Owner of each application submitted for review. The amount of such fees will be established by the Design Review Board from time to time. The Design Review Board may retain an outside consultant to assist in the review of any application. The fees and expenses of such consultant may be charged to the applicant. The Design Review Board may require that each applicant pay all fees and expenses in advance and as a condition to the review of the application materials by the Design Review Board and may require the applicant to deposit an estimate of such fees and expenses as a part of the Plan Application.

6.10 Damage Deposit. As a condition of approval of any Plan Application, the Design Review Board may require the Owner to deposit a specified sum with the Association as security for the replacement and repair of damage to any Common Elements or other Improvements arising in connection with the construction of the Improvement on the Owner's Lot.

6.11 Enforcement. In addition to the other provisions of this Declaration dealing with enforcement and without limiting the generality of such provisions, the provisions of this Declaration, the Architectural Guidelines and the rules of the Design Review Board may be enforced as provided below:

- (a) The Design Review Board may adopt a schedule of fines for failure to abide by the Design Review Board rules and the Architectural Guidelines, including fines for failure to obtain any required approval from the Design Review Board.
- (b) The Association, acting through its officers and agents, and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any Improvement constructed, reconstructed, refinished, altered or maintained in violation of this Declaration. The Owner of the Improvement will immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within thirty (30) days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the rate of 1 1/2 % per month from the date the expenses were incurred by the Association through the date of reimbursement in full, and all such sums and interest will be an unpaid assessment enforceable as provided in Article 18.
- (c) All Improvements commenced on the Property will be prosecuted diligently to completion and will be completed within eighteen months after commencement, unless a variance is granted in writing by the Design Review Board. If an Improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required eighteen month period, then after notice and opportunity for hearing, the Association may impose a fine of \$1,000 per day (or such other reasonable amount as the Association may set) to be charged against the Owner of the Lot until construction is resumed, or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Executive Board that such abandonment is for circumstances beyond the Owner's control. Such charges will be an unpaid assessment and lien as provided in Article 18.

6.12 Standard of Review/Liability. The Design Review Board will exercise its best judgement in applying the provisions of this Declaration and the Architectural Guidelines and in meeting the purposes and goals of the Subdivision. The decisions of the Design Review Board shall be given deference and shall only be reversed if found to be arbitrary and capricious. The Design Review Board shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Design Review Board acted willfully and wantonly with malice and wrongful intent. Disapproval of plans and specifications shall be made in writing by the Design Review Board to the Owner and shall specify in reasonable detail the reasons for such denial. The approval by the Design Review Board of an Improvement on the Property shall carry no precedential weight when reviewing subsequent requests for approvals, and the Design Review Board shall not be required to approve requests for the same or similar Improvements.

ARTICLE SEVEN DESIGN CRITERIA

7.01 Design Criteria. No Improvement shall be commenced by an Owner upon a Lot nor shall any existing Improvement within the Property be altered in any way that affects the exterior appearance of any Improvement or the Property except in compliance with the provisions of this Declaration including, without limitation, the design requirements of this Article and with the provisions of the Architectural Guidelines. In passing upon any Plan Application submitted to it, the Design Review Board shall consider:

- (a) The provisions of this Declaration, the Architectural Guidelines and the overall purposes of this Declaration;
- (b) Suitability of the Improvement and the materials of which it is to be constructed to the site upon which it is to be located;
- (c) The color, quality and safety of the materials to be utilized in any proposed Improvement;
- (d) The effect of any proposed Improvement on the outlook and views from the other portions of the Property;
- (e) The harmony of the proposed Improvement with the surroundings and the effect of the Improvement, as planned, on the view from adjacent or nearby properties;
- (f) The placement of the Improvement with respect to topography, drainage, snow removal, ground elevations, existing natural and terrain features and other Improvements;
- (g) The appropriateness of the Improvement and its architectural design with the concept of the Property and the purposes of this Declaration; and
- (h) The extent of potential impact of the Improvement upon the existing vegetation on the Lot and the number of significant trees which will potentially be destroyed.

7.02 Building Envelope. Any Improvement to be built upon a Lot shall be constructed entirely within the designated Building Envelope for the Lot, excepting only those Improvements that may, by the terms of this Declaration, be constructed and maintained beyond the Building Envelope but within the Lot. Acceptable locations of Improvements within a Lot Building Envelope will depend upon the size, height, color and similar factors of the proposed Improvement.



7.03 Minimum Floor Space. Each Custom Home shall have a minimum fully-enclosed habitable floor area (as measured by reference to the exterior surfaces of exterior walls) devoted to living purposes, exclusive of Caretaker Units, porches, garages, balconies, decks, terraces, cellars, basements, unfinished areas, vent shaft areas, areas primarily for maintenance access and areas with an unobstructed opening to the outside, of at least 3,200 square feet. If a Custom Home shall have two or more stories, then the main level shall have a minimum fully-enclosed habitable floor area (as measured by reference to the interior surfaces of exterior walls) devoted to living purposes, exclusive of porches, balconies, decks, terraces, cellars, basements, carports or garages, of at least 1,600 square feet.

7.04 Height. As part of the design review process, the Design Review Board shall evaluate the height of any proposed Improvement in light of its potential visibility from other locations on the Property. Owners are encouraged to lessen the impact of structures on the landscape and to avoid an adverse visual impact for other Lots or nearby property owners. The height of cupolas, chimneys, flag poles, and similar architectural features not usable as habitable floor also will be considered as part of the review process.

7.05 Exterior Appearance. All Improvements, including roofs and chimneys, shall be built in an exterior style and with colors and materials harmonious to the area. All exterior materials and colors of structures will be natural or earth tones in colors, which will blend with the natural surroundings and *must be approved by the Design Review Board*. White or primary colors are not permitted. Wood and natural stone are encouraged as exterior building materials. At least 25% of the exterior surface of each Custom Home must be constructed of natural stone. No more than 15% of the exterior surface of a Custom Home shall be covered with stucco or any similar material. All roofs on all Improvements constructed on the Property shall be covered by natural wood shakes, heavy tab asphalt/fiberglass shingles, concrete tile or other roofing material approved by the Design Review Board.

7.06 Parking; Paving of Driveways and Parking Areas. Plans and specifications for construction of any Custom Home on any Lot shall include provision for off-street parking sufficient for all occupants of the Custom Home on such Lot and all persons using such Lot, and such off-street parking requirement shall be maintained so long as such Custom Home remains on such Lot. Each Custom Home shall have at all times fully enclosed garage space constructed as a part of such Custom Home of a size sufficient to accommodate at least two ordinary size automobiles. Additional enclosed garage space may be constructed on a Lot as part of the Custom Home or as a separate Outbuilding. Carports shall not be permitted. No vehicles shall be parked or kept on Stonebridge Park Roads except for vehicles of guests of an Owner parked for not longer than 12 consecutive hours. Heavy construction equipment shall not be permitted on any Lot at any time except during construction of an Improvement or unless approved in advance in writing by the Design Review Board. In reviewing and considering plans and specifications for a Custom Home on a Lot, the Design Review Board shall encourage, and may in appropriate circumstances require, the construction of guest parking spaces on the site outside of any interior garage space. All driveways and parking areas on a Lot shall be completed with asphalt, concrete, pavers or similar hard surface material approved by the Design Review Board not more than one year after a certificate of occupancy is issued for a Custom Home on such Lot.

7.07 Additional Improvements. All Improvements in addition to the Custom Home on a Lot must be design-coordinated with the Custom Home. Subject to the ordinances of the City of Steamboat Springs, a Caretaker Unit may be built and maintained in a structure separate from the Custom Home constructed upon a Lot.

7.08 Drainage Ways. There shall be no interference with the established drainage patterns within the Subdivision except as approved in writing by the Design Review Board. Approval shall not be granted unless provision is made for adequate alternate drainage. Each Owner shall be responsible for the preservation and maintenance of the established drainage pattern across



such Owner's Lot. The "established drainage pattern" shall mean the drainage pattern which exists at the time grading of any Lot is commenced and shall include any established and alternative drainage pattern shown on any plans approved by the Design Review Board, the established drainage patterns indicated on the Plat, and approved alternative drainage ways generated from the construction and development on any nearby Lot, as approved by the Design Review Board.

7.09 Continuity of Construction. Construction of any Improvement which is commenced on the Property shall be prosecuted diligently to completion and shall be completed within eighteen months of commencement unless otherwise specifically approved in writing by the Design Review Board.

7.10 Architectural Guidelines. The Executive Board may amend, repeal and augment the Architectural Guidelines from time to time, in the sole discretion of the Executive Board. The Architectural Guidelines will be binding on all Owners and other persons governed by this Declaration. The Architectural Guidelines may include, among other things, at the sole discretion of the Executive Board, provisions dealing with the following matters, restrictions and limitations:

- (a) The procedures and fees for the making of an application for design review approval, and which shall include the documents and information to be submitted. The time limits for the submission of materials and their review and the approval or disapproval of the proposed project.
- (b) The general criteria which shall be considered in the review of proposed Improvements.
- (c) Landscaping regulations and requirements which shall include restrictions governing the removal of existing trees.
- (d) General criteria for managing the construction process with respect to any Improvement to be constructed in the Subdivision with provisions designed to limit adverse impacts on other Owners and neighboring properties.
- (e) Suitability of a proposed Improvement and materials of which it is to be constructed to the site upon which it is to be located.
- (f) The nature of neighboring Improvements as compared to the nature and design and materials of the proposed Improvement. (It is desirable to enhance internal architectural design harmony within the Subdivision, and yet retain individuality of creativity and expression in architectural design.)
- (g) The color, quality and safety of the materials to be utilized in any proposed Improvement.
- (h) The effect of any proposed Improvement on the outlook and views from the adjacent or neighboring property.
- (i) Architectural character, massing and fenestration.

ARTICLE 8 PROPERTY USE REQUIREMENTS

8.01 Sprinkler Systems. Each Custom Home constructed upon a Lot shall include a fire suppression sprinkler system meeting the then current residential sprinkler code as adopted by the City of Steamboat Springs.

8.02 Building Envelopes. Except as provided by the terms of this Declaration, no Improvements of any kind shall be constructed by Owners outside of the designated Building Envelope for each Lot. Lot designation signage and driveways, together with associated grading, retaining walls and landscape Improvements, which shall be constructed within designated and approved Driveway Corridors, may be constructed outside of Building Envelopes. The Stonebridge Park Roads and primary Subdivision utility supply lines/mains shall be constructed by Developer and shall be outside of Building Envelopes. Service lines to Improvements within the Building Envelopes may be installed outside of Driveway Corridors and Building Envelopes if the specific location and manner of installation is approved by the Design Review Board.

8.03 Existing Vegetation. As part of the construction of any approved Improvement, each Owner shall exercise his best efforts to minimize to the greatest extent possible the disturbance of the existing vegetation on the Owner's Lot. All disturbance of exiting vegetation (including, without limitation, the removal of trees) and landscaping of Lots shall be subject to the terms of the Architectural Guidelines, including, without limitation, the Tree Presentation provisions.

8.04 Access and Drainage. All driveways and all vehicular accesses and entrances to each Lot shall be constructed within the Driveway Corridor as approved for that Lot by the Design Review Board. The driveways for Lot 8 and Lot 11 must be constructed within the extensions of the Stonebridge Park Roads as shown on the Plat and designated as "Emergency Vehicle Turnaround" areas. No driveway or vehicle access to any Lot shall be constructed or used unless a drainage culvert of a size and length approved by the Design Review Board is installed in the barrow ditch at the point at which such driveway or access adjoins Steamboat Boulevard or the Stonebridge Park Roads.

8.05 Fences, Walls, Barriers. No fence, wall, hedge or similar barrier shall be permitted at any place on any Lot except as shall constitute an integral or decorative part of a Custom Home as determined by the Design Review Board. No fences, walls, hedges or similar barriers shall be permitted for the purpose of enclosing or demarcating any Lot boundaries.

8.06 Signs and Frontal Lighting. No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any Lot for any purpose whatsoever, except for one "For Sale" sign on each Lot, any entry sign to the Subdivision which may be placed within the Property by Declarant, any sign advertising the Subdivision which may be placed on the Property by Declarant pursuant to Section 19.03 below, and such signs as have been approved by the Executive Board for identification of the Subdivision and of individual residences. Lighting may be used on Lots to facilitate identification of addresses and for guest approaches to Custom Homes; provided, however, no gas, vapor or similar high illumination lighting shall be permitted. Declarant may illuminate any entry sign placed on the Property to identify the Subdivision and the subsequent cost of lighting it shall be a Common Expense. All lighting within the Subdivision must comply with the City of Steamboat Springs lighting ordinance. Such ordinance currently provides, among other things, that direct light emissions onto other properties are prohibited.

8.07 No Unsightliness. No unsightliness shall be permitted on any Lot. Without limiting the applicability of the foregoing: (a) All unsightly equipment, objects and conditions shall be screened within a structure or by adequate landscaping as approved by the Design Review Board; (b) Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be kept within a building or screened from the public view and protected from disturbance, except during the trash collection day for the Property as set by the commercial trash collection agent for the Property; (c) No campers, camper shells, snowmobiles, boats, boat trailers, trailers, commercial vehicles, equipment or machinery shall be parked or stored outside of any Custom Home or Improvement on a Lot unless screened from public view and screened from view from all other Lots; and (d) No lumber, grass, shrub or tree clippings or plant waste, compost, metals, bulk materials or scrap or other unused items of any kind shall be kept, stored or allowed to accumulate on any Lot. There shall be no burning on the



Property. The Design Review Board may grant a variance to the provisions of this Section from time to time as it shall deem necessary and desirable.

8.08 Animal Control. No animals shall be kept, allowed, permitted, raised or bred in or on any Lot outside of any Improvement, except for dogs and/or cats for household enjoyment and not for commercial purposes. "Dog runs" shall not be permitted within the Subdivision. No dogs shall be allowed or permitted to run at large within the Property, but all dogs shall at all times be within a Custom Home or separate Improvement, restrained by chain or electronic collar restraint device to its Owner's Lot, or accompanied by (and under the control of) an Owner or a relative, tenant or guest of an Owner. An owner of a dog shall not permit such dog to bark during the night such that the barking can be heard in Custom Homes on neighboring Lots. The Executive Board may from time to time adopt rules and regulations dealing with animals in the Subdivision.

8.09 Towers and Antennae, etc; Woodburning Stoves. No outdoor clotheslines, exterior towers, poles or antennae shall be constructed, placed or maintained at any time within any Lot or on any Improvement within any Lot unless approved in writing by the Executive Board. Satellite dish television reception antennae of not more than 3 feet in diameter and attached to a Custom Home or separate building on a Lot, are permitted. Wood or coal burning stoves, fireplaces or similar devices may be used in an Improvement only if in full compliance with all applicable statutes, regulations and ordinances which restrict or govern the use of such devices. City of Steamboat Springs ordinances currently prohibit new woodburning fireplaces unless the owner has acquired two woodburning fireplace rights.

8.10 House Numbers. Each Custom Home will have a house number which will be incorporated into the lot monument to be installed on each Lot as provided in the Architectural Guidelines.

8.11 Recreational Vehicles. No motorcycle, motorbike, snowmobile, golf cart or other motorized recreational vehicle shall be operated within the Property except as otherwise specifically permitted by the rules and regulations of the Association.

8.12 Wetlands. Located on Lots 8 and 9, close to Fish Creek and as shown on the Plat, is a wetlands area which has been developed with a drainage channel extending through Lot 9 and Open Space No. 1. Development of this area was conducted by the Declarant pursuant to the requirements of the Army Corps of Engineers. Neither the wetlands nor the associated drainage channel may be modified or disturbed in any way without the prior written consent of the Executive Board and the Corps of Engineers.

8.13 Nuisance. No noxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done or permitted which may be or may become a public nuisance within the Subdivision.

8.14 Diversion from Fish Creek. Water shall not be removed or diverted from Fish Creek in any manner for purposes of use on a Lot.

8.15 Enforcement. Notwithstanding any other provisions of this Declaration, the Executive Board may prohibit any activity which in the sole discretion of the Executive Board, constitutes a nuisance, or a dangerous or inappropriate use or which threatens the value or enjoyment of the Property by the Owners and residents.


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**ARTICLE 9
EASEMENTS**

9.01 Association Deed. By the Association Deed, Declarant has conveyed, dedicated and granted the following easements (as more particularly described in the Association Deed) to the Association all of which shall be Common Elements of the Subdivision:

- a) **Roads.** An easement over the Stonebridge Park Roads for purposes of ingress, egress and the installation, use, maintenance, repair, replacement and removal of roadways and related improvements, landscaping, underground utilities and postal box facilities serving Lot Owners and for purposes of the removal and storage of snow. (The Stonebridge Park Roads include the "Emergency Vehicle Turnaround Areas" as shown on the Plat.) Subject to the rules and regulations of the Association, the Stonebridge Park Roads shall be available for the use of the Owners and their respective families, agents and invitees.
- b) **Utility and Landscape.** An easement on, over and across those portions of Lots 4, 5 and 6 designated on the Plat as "Landscape, Utility and Snow Removal Easement Area" for purposes of the installation, use, maintenance, repair and replacement of landscaping, underground utilities (including necessary above ground improvements) and for the removal, delivery and storage of snow; and an easement on, under, and over that portion of Lot 7 designated on the Plat as Landscape Easement for the installation, care and maintenance of landscaping.
- c) **Snow Storage.** An easement on, over and across those lands designated on the Plat as "Snow Storage Easement" for purposes of the removal, delivery by any means and storage of snow.
- d) **Pedestrian.** An easement on, over and across those lands designated on the Plat as "Private Pedestrian Access Easement" for purposes of providing pedestrian access to Owners, their families and guests to certain areas of the Subdivision adjoining Fish Creek and to the Open Space.
- e) **Signage and Landscape.** An easement on, under, over and across those portions of Lots 4 and 5 designated on the Plat as "Landscape, Signage and Snow Removal Easement" for purposes of the installation, use, maintenance, repair and replacement of landscaping, underground utilities (including necessary above ground improvements) and a subdivision entry sign and for the removal, delivery and storage of snow.
- f) **Utility.** An easement on, under, over and across those portions of the Property designated on the Plat as "Utility Easement Area" and "Utility Line Easement" for purposes of the installation, use, maintenance, repair and replacement of underground utilities (including necessary above ground improvements) and an easement on, under, over and across those areas within Lots 2, 4, 8 and 11 designated on the Plat as "Water Line Easement Area" for purposes of the installation, use, maintenance, repair and replacement of underground water systems (including necessary above ground improvements such as fire hydrants).
- g) **Drainage.** An easement over all of the Property outside of the Building Envelopes and certain specified locations for purposes of drainage.



- h) Slope Maintenance. An easement on, under and over all portions of the Property lying outside of the Building Envelopes as necessary for the maintenance and repair of the slopes adjoining the Stonebridge Park Roads as defined above.

All such easements shall be Common Elements of the Subdivision and the right of use of such easements may be granted by the Association to third parties.

9.02 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

9.03 Lot Utility Easements. That area designated on the Plat as "Utility Service Line Easement Appurtenant to Lot 4" shall be and is hereby created as a perpetual easement appurtenant to and for the use of Lot 4 for purposes of the installation, maintenance, repair and replacement of utilities serving such Lot 4. Any reference to, or conveyance or encumbrance of, Lot 4 shall include such easement regardless of whether it is specifically described. That area designated on the Plat as "Utility Service Line Easement Appurtenant to Lot 5" shall be and is hereby created as a perpetual easement appurtenant to and for the use of Lot 5 for purposes of the installation, maintenance, repair and replacement of utilities serving such Lot 5. Any reference to, or conveyance or encumbrance of, Lot 5 shall include such easement regardless of whether it is specifically described.

9.04 Release of Easements. Any easement, or a portion thereof, situated in any Lot and granted to or for the benefit of the Association shall be and become released and vacated to and in favor of the Owner of the encumbered Lot immediately upon the recording in the real property records of Routt County of a deed from the Association terminating such easement or portion thereof. No approval of the Lot Owner or any utility supplier shall be required prior to such termination.

ARTICLE 10 UTILITIES AND DRIVEWAYS

10.01 Underground Utilities. All electric, gas, telephone, cable TV, water, sewer and other utility lines within the Property, including all services lines, shall be situated underground, except for such appurtenances thereto as must of necessity be located above ground.

10.02 Sewage System. Custom Homes within the Property shall be serviced by a "pressure sewage system" and no private septic tanks, cesspools, vaults or similar individual sewage disposal means shall be installed on or used in any Lot. The pressure sewage system will require the installation of a pump for each Custom Home constructed upon the Property. The Association will own, maintain and service the central sewage trunk line within the Property and the cost of doing so shall be a Common Expense. The Owner of each Lot shall be responsible for installation and maintenance of the service line and pump serving such Lot. The Association may, from time to time, designate a sewage system contractor who will be responsible for the maintenance and operation of the Association owned portion of the sewage system. The Executive Board may require that all Owners contract with such contractor for the maintenance of the portion of the sewage system to be maintained by each Owner.

10.03 Water. Each Custom Home shall be connected with public water mains at the cost and expense of the Owner of the Lot upon which the Custom Home is constructed. No private wells shall be used as a source of water for human consumption or irrigation on a Lot.

10.04 Driveways. Each Owner shall be responsible for the maintenance and upkeep, including the removal of snow, from all drives and access roads located on the Owner's Lot. The Association shall have no obligation to maintain or clear snow from the driveway serving any Lot.



The driveways serving Lot 8 and Lot 11 must be constructed within the Emergency Vehicle Turnaround areas shown on the Plat and, unless approved by the Design Review Board and the City of Steamboat Springs, must be at least 16 feet in width.

ARTICLE 11 LANDSCAPING

11.01 Landscaping. Surface scars, cut and filled slopes due to any construction, utility installation, and all other grading on a Lot shall be reestablished by the Owner with vegetative cover. The selection of vegetation shall approximate native plant material affected by the construction or grading and shall be installed no later than the next planting season following the end of construction or grading. Cut and filled slopes shall be re-covered with topsoil and shall not exceed a 2:1 slope.

11.02 Tree Preservation. No trees, bushes or other natural vegetation shall be cut or removed from any portion of a Lot except as may be permitted pursuant to the provisions of the Tree Preservation provisions of the Architectural Guidelines.

ARTICLE 12 WILDLAND AND FIRE MITIGATION PLAN

12.01 Fire Mitigation. The City of Steamboat Springs Wildland and Fire Mitigation Plan, as amended from time to time, will be adhered to by all Owners in the construction and occupancy of Custom Homes upon Lots within the Property.

ARTICLE 13 INSURANCE

13.01 General Insurance Provisions. The Association shall maintain such insurance as may be required by the Act from time to time which shall include, to the extent reasonably available:

- (a) Property insurance on the Common Elements for broad form covered causes of loss; except that the total amount of insurance must be not less than the full insurable replacement costs of the insured property less reasonable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, paving areas, landscaping and other items normally excluded from property policies.
- (b) Commercial general liability insurance, including, without limitation, medical payments insurance, insuring the Association, and its officers, members of the Executive Board and the employees and agents of the Association against liability for death, bodily injury, slander, false arrest, invasion of privacy and property damage arising out of or in connection with the ownership, maintenance and use of the Common Elements and other areas, if any, under the supervision of the Executive Board. Limits of liability will be determined by the Executive Board.
- (c) The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of members of the Executive Board, Design Review Board and other Boards and committees of the Association against any liability asserted against a member or incurred by a member as a result of the member's capacity of or arising out of his status as a member of the Executive Board, Design Review Board and other Boards and committees of the Association. The Executive Board may obtain insurance against such other risks of a



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similar or dissimilar nature as it shall deem appropriate with respect to the Associations's responsibilities and duties.

13.02 Insurance Premiums. Premiums for insurance that the Association acquires and other expenses connected with such insurance are Common Expenses.

ARTICLE 14 STONEBRIDGE PARK ROADS

14.01 Conveyance of Stonebridge Park Roads. Declarant has granted and conveyed to the Association contemporaneously with this Declaration by means of the Association Deed an easement over the Stonebridge Park Roads. The easement over the Stonebridge Park Roads shall be a Common Element of the Subdivision. The Association may promulgate rules and regulations (which may include penalty provisions) regarding use of the Stonebridge Park Roads.

14.02 Licenses. Declarant or the Association may, in its discretion, permit by the way of license, easement or other form of grant, the electric, gas, water, sewage disposal, telephone, and cable television utility companies which propose to provide any such utility service to and within the Subdivision to use and occupy the Stonebridge Park Roads for the purpose of providing service as specified in such grants, but any such use shall not interfere with the use of Stonebridge Park Roads for ingress and egress by Owners of Lots and by Declarant, except during periods of construction, repair, or reconstruction of such utilities. Declarant or the Association may also, in its discretion, license and permit the U.S. Postal Service or the City of Steamboat Springs to install cluster mail boxes within the right-of-way of the Stonebridge Park Roads, so long as such installation does not interfere with the use of Stonebridge Park Roads for ingress and egress by Owners of Lots and by Declarant. Maintenance of such cluster mail boxes shall be the responsibility of Association and shall be a Common Expense.

14.03 Emergency Vehicle Turnaround Areas. Unless approved in writing in advance by the City of Steamboat Springs, at no time will any Owner, or Owner's family member, agent, guest or invitee park or allow any vehicle or any other obstruction of any kind to remain within the Emergency Vehicle Turnaround areas.

14.04 Vacation. The Association may vacate and release the easement for the Stonebridge Park Roads, or any part thereof, if (i) the part proposed to be so vacated has been dedicated to and accepted by a governmental body as a public road, or (ii) such vacation is necessary or proper to relocate or move any part of the Stonebridge Park Roads, and the Association acquires fee simple title or a comparable easement to the relocated part of such Roads, subject to no encumbrances, and such relocated part of such Roads continue to provide access to all Lots equal to or better than previously existed, and such relocation or move is determined by the Executive Board of the Association to be in the best interests of the Association and all Owners of Lots. In no event shall legal access to any Lot be eliminated or injured by any such vacation. A part of the Stonebridge Park Roads shall be deemed to have been so vacated and released, and thus made of no further force or effect, if the Association: (i) executes and records in the real property records of Routt County, Colorado, a quit claim deed conveying the portion proposed to be vacated and releasing all of the Association's right, title and interest in and to the portion of the Stonebridge Park Road so vacated, or (ii) executes and records in the real property records of Routt County, Colorado, a document stating that the portion of the Stonebridge Park Road which is to be vacated and released is so vacated and released.

14.05 Relocation. The Association shall have the right, at its sole cost and expense, and pursuant to approval of the City of Steamboat Springs, to relocate the Stonebridge Park Roads, or any part thereof, provided that the relocated Roads or part thereof continue to provide access to the adjacent Lots equal to or better than previously existed, and such relocation has been



determined by the Executive Board of the Association to be in the best interests of the Association, and provided, further, that the Association has first obtained fee simple title or a comparable easement, unencumbered, for the land underlying the relocated portion of the Stonebridge Park Roads which is of the same nature as that which is to be vacated and released. The consent or approval of the Declarant or of any Owner shall not otherwise be required to accomplish such relocation.

14.06 Title. Title to the easement for the Stonebridge Park Roads as granted and conveyed to the Association contemporaneously with this Declaration is subject to existing reservations, restrictions and covenants of record.

14.07 Maintenance. The Association shall insure, maintain, snowplow, repair, and renovate as necessary the roadway improvements within the Stonebridge Park Roads, and all of the expenses thereof shall be Common Expenses. The Association shall maintain, repair and snowplow the median crossing strip between the lanes of Steamboat Boulevard at its intersection with Graystone Drive. Declarant shall have no liability for the expenses of maintaining roadway improvements as provided in this paragraph. Driveways, culverts or other Improvements shall not be constructed through or within the Stonebridge Park Roads without the prior written consent of the Executive Board, provided that the Executive Board may not deny access to any Lot. The Owner constructing any such Improvement shall be obligated to restore and revegetate, as required by the Executive Board, areas within the Stonebridge Park Roads adjacent to any such Improvement which are disturbed as a result of such construction. Driveways or other access ways to the Custom Home on a Lot shall be constructed, maintained and plowed by the Lot Owner.

14.08 Road Standards. The Stonebridge Park Roads shall be installed and completed by Developer. The general type and specifications of the Stonebridge Park Roads were approved by the City of Steamboat Springs as part of the approval of the Subdivision.

ARTICLE 15 GOLF COURSE USAGE

15.01 Golf Membership. A membership in the Sheraton Steamboat Golf Course shall be appurtenant to each Lot. Such membership shall be subject to all terms and provisions governing the use of the Golf Course including, without limitation, (i) the terms of that certain Settlement Agreement as filed in the United States District Court for the District of Colorado in that matter captioned Berry, et al. v. Sheraton Steamboat Corporation, et al., Civil Action No. 82-C-1652 and which is recorded in Book 608 at Page 312 of the records of Routt County, Colorado; and (ii) all Golf Course rules and regulations.

15.02 Risk and Indemnification. Residential lots located adjacent to or in close proximity to a golf course entail certain risks of injury and property damage arising primarily from errant golf balls. By the purchase of a Lot in the Subdivision, each Owner acknowledges the existence of such risks, assumes such risks on behalf of Owner's family members, guests and invitees, and waives and releases Developer, Association and their respective members, officers, directors and agents from any and all claims, damages, costs and expenses arising from death, injury or property damage arising from the proximity of the Golf Course to each Lot including, without limitation, golf balls landing within the Subdivision.

ARTICLE 16 LEASES

16.01 Leases. Subject to the provisions of all applicable statutes, ordinances, regulations or similar governmental restrictions, Owners of Lots may rent or lease Lots and Custom Homes to others, provided, however, that each such lease or rental agreement is subject to the Act, this



Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association, and provided, further, that no Custom Home shall be leased for a short-term rental of less than 30 days. No Lot may be leased separately from the Custom Home on such Lot. Without the prior written approval of the Executive Board, no building or improvement on a Lot may be leased separately from the Custom Home on such Lot.

ARTICLE 17 THE ASSOCIATION, ADMINISTRATION, MANAGEMENT AND VOTING

17.01 Association Authority. The affairs of the Planned Community shall be administered and managed by the Association, pursuant to the Act and this Declaration, and pursuant to the Articles of Incorporation, Bylaws, and rules and regulations of the Association. The Association has among its purposes and powers the protection of the Property, the acquisition of, maintenance, care and improvement of easements and interests within the Property which are for the collective benefit of the Owners, and the enforcement on behalf of the Owners of this Declaration. If at any time the Association shall be dissolved or shall become defunct and inoperative, all Owners of Lots shall jointly be responsible for maintenance of property interests which had been owned by the Association, and any and all costs of maintenance thereof in such event shall be borne by the Owners of Lots in proportion to the total number of Lots within the Subdivision.

17.02 Powers; Assumption of Agreements. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Planned Community including, without limitation, the full power and authority to sell, lease, grant easements or licenses in or to dispose of any Common Elements. The Association may assign its future income, including its rights to receive Common Expense assessments, only by the affirmative vote of the Members to which at least 51 percent of the votes in the Association are allocated, at a meeting of the Association called for that purpose.

17.03 Declarant Control. Declarant hereby reserves, and shall have, the Special Declarant Right for Declarant, or any Person designated by Declarant in a writing delivered to the Executive Board, to appoint and remove the members of the Executive Board and the officers of the Association at any time and from time to time, in the sole discretion of the Declarant or the designee of Declarant, with or without cause, but only during the Association Control Period. Declarant may voluntarily surrender and waive the right to appoint and remove the members of the Executive Board and the officers of the Association before termination of the Association Control Period, in a recorded instrument executed by Declarant, but in that event the Declarant may require, for the duration of the Association Control Period, that specified actions of the Association or the Executive Board, as described in such recorded instrument, shall be approved by the Declarant before such actions become effective.

17.04 Managing Agent. The Executive Board of the Association may contract with or employ any managing agent for the Association (including Declarant or any Affiliate of Declarant), to perform, inter alia, any of the duties, services, powers and responsibilities of the Association set forth in the Act or in this Declaration or in its Articles of Incorporation or Bylaws.

17.05 Membership in Association. Each Owner of a Lot shall be a Member of the Association and shall remain a Member until he ceases to be an Owner of a Lot. Each Owner of an undivided fee interest in a Lot amounting to less than the entire fee interest in such Lot, including a co-owner as tenant-in-common or in joint tenancy, shall be a Member of the Association. Each Member shall comply strictly with the provisions of this Declaration and of the Articles of Incorporation and Bylaws and Rules and Regulations of the Association.

17.06 Votes. Each Lot shall be allocated one (1) vote on all and any matters to be voted on by the Members of the Association. If the boundaries of two or more adjoining Lots are



relocated pursuant to Section 4.04 above, then each resulting altered Lot shall nevertheless have one (1) vote on all and any matters to be voted on by the Members of the Association. Division of the vote allocated to a Lot among multiple Owners of such Lot shall not be allowed; rather, the vote allotted to a Lot shall be voted entirely and undivided for or against or in abstention of an issue or matter put to vote among the Members of the Association.

17.07 Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with section 38-33.3-316(8) of the Act concerning statements of unpaid assessments. All financial and other records shall be made available for examination by any Owner or such Owner's authorized agents during normal business hours and under other reasonable circumstances.

17.08 Rules and Regulations. The Executive Board shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations (and which shall include the Architectural Guidelines) applicable with the Subdivision. The rules and regulations shall comply with and implement the Act, this Declaration, and the Articles and Bylaws of the Association. The rules and regulations shall be uniformly applied except as necessary to differentiate between reasonable categories of Lots or Owners, their agents, tenants and invitees. Each Member and his agents, invitees and tenants shall be bound by and shall comply with the rules and regulations of the Association. After notice and an opportunity to be heard, the Association may levy reasonable fines for violations of this Declaration or the Bylaws or rules and regulations of the Association. Any fine levied against an Owner of a Lot, or against any Person occupying such Owner's Lot with the consent of such Owner, shall be a special Common Expense assessment only to such Owner's Lot.

17.09 Ratification of Budget by Members. Within 30 days after adoption by the Executive Board of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, a copy of the budget as adopted, or a summary thereof, to all Members at the last-known mailing addresses of the Members, and shall set a date for a meeting of Members, which may be the annual meeting of Members, to consider ratification of the budget, such meeting to be not less than 14 nor more than 60 days after mailing of the copy or summary of the budget to the Members. Unless at that meeting Owners having a majority of the votes of all Members reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected by the affirmative vote of Owners having a majority of the votes of all Members, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Executive Board. The Association may require that each initial purchaser of a Lot from Declarant deposit with the Association a working capital/emergency fund deposit equal to 1/4th of the then estimated annual assessments for Common Expenses to such Lot, and such deposit shall be credited on the books of the Association to such Lot, shall pass without necessity of separate assignment to the credit of successors of such Lot, but shall not be refunded to current Owners until and unless approved by the affirmative vote of the Owners of 67% of the Lots.

17.10 Liability of Association. Notwithstanding any duty of the Association to maintain or repair the Common Elements, the Association shall not be liable to Owners, their guests, family members or invitees for injury or damage caused by the condition of the Common Elements, by the elements or other Owners or persons.

17.11 Standard of Care. The duty of care which the Association owes to the Owners is that of a landowner to a licensee, notwithstanding the interest which the Owners hold in the Common Elements through their membership in the Association.

ARTICLE 18
ASSESSMENTS FOR COMMON EXPENSES

18.01 Association to Levy Assessments. The Association shall fix, determine, assess and collect general assessments from the Owners of all Lots on an annual basis for payment of the Common Expenses of the Association, based upon the Association's advance budget of the cash requirements needed by it to provide for the management of the Subdivision and the administration and performance of the Association's duties during such assessment year, and to fund and contribute to any reserves deemed appropriate by the Executive Board. The Association may also fix, determine, assess and collect special Common Expense assessments authorized by the Act, this Declaration or in the Bylaws of the Association, subject to any limitations provided by the Act, this Declaration, or the Bylaws.

18.02 Obligation to Pay Assessments. Declarant covenants and agrees with the Association for each Lot from time to time owned by Declarant, and each Owner of a Lot by acceptance of a deed of conveyance for such Lot, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree with the Association, to pay to the Association all of the assessments for Common Expenses levied and made to such Lot by the Association, and all and any fines levied by the Association against the Owner or any Person occupying any part of the Lot with the consent of the Owner, for violation of this Declaration, and the Articles, Bylaws and the rules and regulations of the Association.

18.03 Apportionment. Common Expenses shall be assessed against all Lots in accordance with the Allocated Interest of each Lot, which is a fraction, the numerator of which is one and the denominator of which is the total number of Lots within the Property, except that (i) if any Common Expense is caused by the misconduct of any Lot Owner or the Lot Owner's family, invitees, tenants or agents, the Association may assess that expense exclusively against such Owner's Lot as a special Common Expense assessment, and (ii) if any fine is levied by the Association for violation of this Declaration or the Bylaws or rules and regulations of the Association against an Owner, or against any Person occupying such Owner's Lot with the consent of such Owner, such fine shall be a special Common Expense assessment to such Owner's Lot only. Further, notwithstanding any terms in this Section to the contrary, since the expenses to repair, maintain and replace the Stonebridge Park Roads (including the snowplowing of such roads) do not benefit Lot 1, the Common Expense assessments for Lot 1 shall not include a share of such expenses and they shall be assessed exclusively to the remaining Lots. (The assessments to Lot 1, however, shall include its Allocated Interest of the Common Expense for the repair, maintenance, and replacement (including snowplowing) of the median crossing strip between the lanes of Steamboat Boulevard at its intersection with Graystone Drive.)

18.04 Liability of Co-Owners. If a Lot is owned at any time by two or more Persons in undivided interests pursuant to a form of concurrent co-ownership recognized by Colorado law, then each co-owner of such Lot is jointly and severally liable with all other co-owners of such Lot, to the Association for payment of all Common Expenses, assessments, fees (including attorneys' fees), interest and charges levied against or with respect to such Lot, and for the performance and observance of all of the duties and responsibilities of an "Owner" with respect to the Lot.

18.05 Procedures for Payment. The Bylaws of the Association shall establish the procedures by which the general and special Common Expense assessments shall be made known to and paid by the Owners of Lots. Such procedures may include the determination and levying of such assessments as a periodic installment billing of the annual general Common Expense assessment based upon the annual budget of the Association.



18.06 Suit. An action may be brought by the Association in a court of competent jurisdiction to recover unpaid general and special Common Expense assessments, late payment charges, and accrued interest and any other charges from the Owner or Owners of Lots liable for payment thereof, with or without foreclosing the lien of the Association described in Section 18.09 below. In any such action the Association also shall be entitled to recover judgment from such Owner or Owners for all of the Association's attorney's fees, costs of discovery and court costs incurred in connection with such suit. All of such attorney's fees and costs incurred after delinquency of general or special Common Expense assessments shall be a special assessment to the Lot of the delinquent Owner in any event.

18.07 Interest; Late Charges. Unpaid general and special Common Expense assessments shall bear interest from and after the date the same are due until paid at the rate of 21% per annum, compounded annually. The Bylaws of the Association may also empower the Association to levy reasonable late charges against a delinquent Owner and such Owner's Lot for late payment of any general or special Common Expense assessment.

18.08 Suspension of Voting Rights. The Association may, during the period any general or special Common Expense assessment is past due and unpaid by an Owner, suspend the voting rights and privileges in the Association allotted to such Lot; provided, however, that such suspension may be imposed only after at least three days' advance written notice given by the Association to the delinquent Owner, and provided, further, that no suspension of voting rights shall affect the rights of any First Lienor to vote pursuant to a proxy granted in a first-lien Security Interest on the affected Lot.

18.09 Lien.

- (a) All unpaid general and special Common Expense assessments, all fines for violations of the Declaration or rules and regulations or Bylaws of the Association which are levied against an Owner of a Lot, accrued interest on and any late charges levied with respect to any unpaid general or special Common Expense assessment or fine, and attorney's fees and costs of discovery and suit incurred in connection with enforcement of any unpaid general or special Common Expense assessment or fine (whether or not suit is brought), shall each and all constitute a continuing lien on such Lot pursuant to and as granted by C.R.S. §38-33.3-316, in favor of the Association, as secured party. Such lien of the Association on the Lot shall be prior and superior to all other Security Interests and non-consensual liens and encumbrances on the Lot EXCEPT as provided in C.R.S. §38-33.3-316(2), as amended from time to time.
- (b) No recordation of any claim of lien by the Association after the initial recordation of this Declaration is required. However, the Association may in its sole discretion determine to record in the real property records of Routt County a notice of such claim of lien, setting forth therein (i) the amount of the unpaid sums (itemized showing general and special Common Expense assessments, fines, interest, fees and charges), (ii) the name of the Owner or reputed Owner and the legal description of the Lot against which such lien is asserted, and (iii) a statement that such lien extends to reasonable attorney's fees and costs of the Association incurred in enforcing such lien. Failure of the Association to record any such notice shall not, however, defeat such lien nor affect its priority.
- (c) If an assessment is payable in installments, and if an Owner shall default and fail to pay any installment, then unless the Act requires otherwise, the Executive Board may elect, by notice to the defaulting Lot Owner, to accelerate payment of the full amount of the assessment and to require the full amount of such assessment to be



immediately due and payable. In the event of such acceleration, the full amount of the assessment is a lien from the time of the acceleration of the assessment by the Executive Board.

18.10 Foreclosure. The Association's lien against a Lot as described in Section 18.09 above may be foreclosed by the Association in like manner as foreclosure of a mortgage on real estate under Colorado law. Before the foreclosure of the Association's lien against any Lot owned by Declarant, Association shall give advance notice to any First Lienor on such Lot at least thirty (30) days prior to the commencement of foreclosure proceedings. The Association shall be entitled to purchase the Lot at the foreclosure sale, and thereafter to acquire, hold, lease, mortgage or convey the same.

18.11 Liability of Transferee. In case of sale or other voluntary transfer of a Lot or an interest therein with respect to which general or special Common Expense assessments, interest, charges, costs or fees are accrued and unpaid to the Association as of the date of transfer, the purchaser or other transferee shall be jointly and severally liable with the seller or transferor for such unpaid sums and shall be deemed to have personally assumed the obligation for payment of same. Therefore, if any Lienor (including the First Lienor) of a Lot obtains title to such Lot by a voluntary deed in lieu of foreclosure, such lienor shall be jointly and severally liable for all unpaid general and special Common Expense assessments, charges, interest, costs, and fees accrued against such Lot as of the date of transfer, and such lienor shall be deemed an Owner for all purposes from and after such transfer. However, if the First Lienor obtains title to a Lot by sheriff's deed or public trustee's deed upon foreclosure of the first-lien Security Interest against a Lot, then such First Lienor is not liable for any unpaid assessments, charges, interest, costs or fees which accrued against such Lot prior to the vesting of title in such beneficiary, EXCEPT as provided in C.R.S. §38-33.3-316(2)(b).

ARTICLE 19 SPECIAL DECLARANT RIGHTS

Declarant reserves the right, from time to time during only the Declarant Control Period, to perform each and all of the acts and to exercise each and all of the special Declarant rights specified below (the "Special Declarant Rights") within all or any part of the Subdivision. The Special Declarant Rights reserved by Declarant are the following:

19.01 Completion of Improvements and Enforcement of Certain Instruments. The right to complete or make improvements within the Property indicated or shown on the Plat or described in this Declaration and the right to enforce (by all lawful means including suit for specific performance) the restrictions, limitations, and encumbrances set forth in (i) the Plat, and (ii) this Declaration. In connection with any such enforcement, Declarant shall be entitled to recover Declarant's attorney's fees and costs of suit and discovery.

19.02 Sales and Marketing. The right to maintain sales offices on any of the Lots owned by Declarant, without limitation as to number.

19.03 Signs. The right to place and maintain signs on the Property advertising the Subdivision and the sale of Lots, and to relocate and remove such signs.

19.04 Control of Association and Executive Board. The right for Declarant, or any Person designated by Declarant in a writing delivered to the Executive Board, to appoint and remove the officers and members of the Executive Board at any time and from time to time, in the sole discretion of the Declarant or the designee of Declarant, with or without cause, but only during the Association Control Period, and as described in Section 17.03 above.



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19.05 Warranty Work. The right to perform construction of improvements within the Subdivision, warranty work, and repairs and construction work and to store materials in secure areas, within Lots, and the future right to control such work and repairs, and the right of access thereto, until its completion. All work may be performed by Declarant without the consent or approval of any Owner.

19.06 Future Amendments to the Declaration. The right to amend this Declaration from time to time, without necessity of the consent of Owners, First Lienors, or the Association, pursuant to Article 23.

19.07 Other Rights. The right to exercise any other reserved right created by any other provision of this Declaration or permitted by the Act.

ARTICLE 20 RIGHTS TRANSFERABLE

20.01 Transferable Rights. Any Special Declarant Right reserved under Article 19 above may be transferred to any Person or entity by an instrument describing the right transferred and recorded in the real property records of Routt County. Each such instrument of transfer shall be executed by the transferor Declarant and the transferee. After transfer, the transferee shall be deemed to be the "Declarant" for purposes of exercising each of the transferred Special Declarant Rights.

ARTICLE 21 VARIANCE

21.01 Variance. A variance from or exception to any of the provisions of this Declaration, except for Articles 5 and 19 through 25, may be granted in writing by the Executive Board, so long as such variance does not violate the Act or applicable ordinances, rules and regulations of the City of Steamboat Springs, Colorado.

ARTICLE 22 EFFECT AND DURATION OF COVENANTS

22.01 Effect and Duration. The conditions, restrictions, stipulations, agreements and covenants contained in this Declaration shall be for the benefit of and binding upon each Lot, and each Owner of any interest in real property within the Property, their heirs, successors, representatives and assigns, and shall continue in full force and effect for a period of twenty (20) years from the date of recording of this Declaration at which time the same shall be automatically extended for successive periods of ten (10) years each, unless an instrument is recorded, signed by the then Owners of all Lots within the Property agreeing to terminate this Declaration.

ARTICLE 23 AMENDMENT

23.01 Amendment by Declarant. Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Plat to the fullest extent permitted under the Act including, without limitation, to correct clerical, typographical or technical errors, or to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

23.02 Amendment by Owners. Further, this Declaration, or any provision of it, may be amended at any time by Owners holding more than sixty-seven percent (67%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose; provided, however, matters not requiring Owner approval as described in C.R.S. 38-33.3-217(1) may be

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handled by the Executive Board; and provided further, however, that any provision of this Declaration requiring a vote of more than 51% of the total voting interest in the Association to be effective may only be amended by a vote of the applicable aggregate voting interest stated in such provision. This Declaration shall not be terminated except by the written consent of the Owners of all of the Lots in the Property. No amendment, alteration or termination shall be effective unless and until the consents required as hereinabove provided shall be reduced to writing, executed and acknowledged, and recorded in the real property records of Routt County, Colorado.

23.03 Procedure to Amend. Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment. No amendment to the Declaration which affects the rights of Declarant reserved hereunder shall be valid without the written consent of Declarant.

ARTICLE 24 ENFORCEMENT

24.01 Enforcement. If any person or entity shall violate or threaten to violate any of the provisions of this Declaration, or the Bylaws, Architectural Guidelines or rules and regulations of the Association, then the Declarant, the Association or any Owner who has made written demand on the Association with 30 days having elapsed without action being taken by the Association, may institute proceedings at law or in equity to enforce the provisions of this Declaration, the Bylaws, Architectural Guidelines, or rules and regulations, to restrain or enjoin the person or entity violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees and costs of discovery and suit, for such violation or threatened violation.

24.02 Violations Deemed a Nuisance. Every violation of this Declaration shall be deemed to be a nuisance and is subject to all the remedies which may exist for the abatement thereof.

24.03 Failure to Comply. The failure to comply with this Declaration, the Association Articles, Bylaws, rules and regulations, or the Architectural Guidelines shall be grounds for an action to recover damages, or for injunctive relief or for specific performance, or any of them under the following terms and conditions:

- (a) Written notice of any violation or failure to comply shall first be given to the involved Owner or Person as to such violation or failure to comply. Such Owner or Person shall be given ten (10) days from the date of such notice to correct such violation or failure to comply.
- (b) In the event that the Owner or person shall fail to correct such violation or to comply, then such terms may be enforced as provided in Section 24.01 above.

24.04 No Waiver. The failure of Declarant, the Association, or an Owner to enforce or obtain compliance as to any violation of this Declaration, the Association Articles, Bylaws, rules and regulations, or the Architectural Guidelines, shall not be deemed a waiver of the right to do so for any subsequent violation.

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**ARTICLE 25
GENERAL PROVISIONS**

25.01 Severability. This Declaration, to the extent possible, shall be construed so as to give validity to all of its provisions. If any provision of this Declaration is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section of this Declaration and all other provisions and sections shall remain in full force and effect.

25.02 Construction. In interpreting words in this Declaration, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

25.03 Headings. The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration.

25.04 Written Notice. All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by certified mail, return receipt required, to the latest address of such Owner as shown in the records of the Routt County Assessor's Office at the time of such mailing.

25.05 Attorney Fees. If any legal action is commenced or maintained in court, whether in law or in equity, as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Declaration, the prevailing party in any such action shall be entitled to reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.

25.06 Applicable Law. The proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of this Declaration shall be the District Court of Routt County, Colorado and it shall be interpreted, construed and governed by the laws of the State of Colorado.

EXECUTED by Declarant ^{as of the 6th} ~~this~~ day of October, 2000.

SKI TIME SQUARE DEVELOPMENT LLC,
a Colorado limited liability company

By: 


534276 10/06/2000 01:46P Kay Weinland
36 of 39 R 195.00 D 0.00 Routt County, CO

STATE OF COLORADO)
COUNTY OF ROUTT) ss.

The foregoing instrument was acknowledged before me this 5th day of October, 2000, by Charles W. Porter as Manager of Ski Time Square Development LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12/21/2003

London M. Porter
Notary Public



534276 10/06/2000 01:48P Kay Weinland
37 of 39 R 195.00 D 0.00 Routt County, CO

Exhibit "A"

DESCRIPTION OF EASEMENTS AND LICENSES
TO WHICH PROPERTY IS SUBJECT

1. All easements shown and described on the Plat of Stonebridge Park Subdivision.
2. All easements created or reserved in the Association Special Warranty Deed.
3. Rights reserved to the United States in the Patents to any part of the Property recorded in Book 49 at Page 53 and in Book 129 at Page 396, of the records of Routt County, Colorado.
4. Easements or rights of way for any ditches.
5. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in the Fish Creek lying within the subject land; and any question as to the location of such center thread, bed, bank or channel as a legal description, monument or marker for purposes of describing or locating subject lands.
6. Any rights, interest or easements in favor of the riparian owner, the State of Colorado, the United States of America, or the general public, which exist, have existed or are claimed to exist in and over the waters and present and past bed and banks of Fish Creek.
7. A golf course and pedestrian easement, as reserved in deed recorded January 2, 1981 in Book 488 at Page 551 of the records of Routt County, Colorado.
8. A nonexclusive easement for underground irrigation facilities on Lot 7 and a golf cart and pedestrian pathway on Lot 1 as created by instrument recorded October 6, 2000, at Reception No. 534279 of the records of Routt County, Colorado.
9. A Right of Way Easement for an underground electric distribution line as created by instrument recorded October 6, 2000, at Reception No. 534280 of the records of Routt County, Colorado.
10. A Right of Way Easement for an underground electric service as created by instrument recorded October 6, 2000, at Reception No. 534281 of the records of Routt County, Colorado.
11. A nonexclusive easement for natural gas service utilities and appurtenances as created by instrument recorded October 6, 2000, at Reception No. 534282 of the records of Routt County, Colorado.
12. A nonexclusive easement for telecommunication services as created by instrument recorded October 6, 2000, at Reception No. 534283 of the records of Routt County, Colorado.
13. A nonexclusive easement for water service facilities as created by instrument recorded October 6, 2000, at Reception No. 534284 of the records of Routt County, Colorado.
14. A nonexclusive easement for sewer service facilities as created by instrument recorded October 6, 2000, at Reception No. 534285 of the records of Routt County, Colorado.



534276 10/06/2000 01:48P Kay Weinland
38 of 39 R 195.00 D 0.00 Routt County, CO

JOINDER OF LENDER

Société Générale, a French banking corporation ("Lender"), the beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement recorded at Reception No. 482796, in Book 737 at Page 393 of the records of the Clerk and Recorder of Routt County, Colorado as amended by that First Amendment to Deed of Trust recorded at Reception No. 533341 of the records of the Clerk and Recorder of Routt County, Colorado (as so amended, the "Deed of Trust"), for itself and its successors and assigns, approves and joins in the foregoing Declaration of Protective Covenants for Stonebridge Park Subdivision, which affects property encumbered by the Deed of Trust, and agrees that no foreclosure or other enforcement of any remedy pursuant to the Deed of Trust shall impair, invalidate, supersede or otherwise affect the covenants, conditions, restrictions and easements established by that Declaration or any amendment or supplement thereto.

Executed this 14th day of September, 2000.

SOCIÉTÉ GÉNÉRALE, a French banking corporation acting through its Southwest Agency,

By: [Signature]
Name: Thomas K. Day
Title: Managing Director

Address:
Trammell Crow Center, Suite 4900
2001 Ross Avenue
Dallas, TX 75201
ATTN: Mr. Thomas K. Day

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

The foregoing instrument was acknowledged before me this 14th day of September, 2000, by Thomas K. Day as Managing Director of Société Générale, a French banking corporation.

WITNESS my hand and official seal.

My commission expires: 12/14/02

[Signature]
Notary Public

534276 10/06/2000 01:46P Kay Weinland
39 of 39 R 195.00 D 0.00 Routt County, CO