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Kay Weinland Routt County, CO DECL COV R 226.00 D 0.00

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE NEIGHBORHOODS AT YOUNG'S PEAK**

Routt County, Colorado



**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
THE NEIGHBORHOODS AT YOUNG'S PEAK**

Routt County, Colorado

THIS DECLARATION is made this 3RD day of APRIL, 2006, by Brian T. Stahl, Robert B. Stahl, and Virginia Stahl and Stagecoach Ski Corporation, a Colorado corporation (hereinafter collectively referred to as the "Declarant").

WHEREAS, Declarant is the Owner of certain real property located in the County of Routt, State of Colorado, which is platted as a subdivision called The Neighborhoods at Young's Peak (herein referred to as "NYP" or the "Subdivision"), the Plat of which is recorded at Reception No. 635971, File No. 13597 of the Routt County real property records (the "Plat"). Such real property is described in the Certificate of Dedication and Ownership on the Plat. All of the real property shown on the Plat is referred to in this Dedication as the "Property".

WHEREAS, Declarant desires to establish within the Property a residential community consisting of three distinct neighborhoods and containing a total of 86 single family residential lots and 25 duplex residential lots, and to subject the community and the Property to certain covenants, conditions, restrictions, and easements; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Colorado, The Neighborhood at Young's Peak Owners Association (the "Association"), a nonprofit corporation, for the purposes of exercising the functions as herein set forth.

NOW, THEREFORE, Declarant hereby submits the Property to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33.3-101, et seq., Colorado Revised Statutes, as it may be further amended from time to time (the "Act") as a Planned Community under such Act. In the event the Act is repealed and not replaced with similar legislation, the Act, as written on the effective date of the Declaration, shall remain applicable; and

Declarant hereby makes and declares the following easements, restrictions, covenants, and conditions upon the Property and upon the Owners thereof, which are for the purpose of protecting the value and desirability of, and which shall run with the Property, as restrictive and protective covenants, and as contractual obligations and restrictions, which shall be a benefit and a burden to Declarant, its successors and assigns, and to any person acquiring or owning any Lot or any interest in the Property, and their grantees, heirs, executors, successors, and assigns.



**ARTICLE I
DEFINITIONS**

Section 1.1 "Association" shall mean and refer to The Neighborhoods at Young's Peak Owners Association, a Colorado nonprofit corporation, which Declarant has formed for the purpose of exercising the functions of an association under the Act and this Declaration, the members of which shall consist of all of the Owners of Lots.

Section 1.2 "Association Deeds" shall mean and refer to the deeds made and given from Declarant to Association and recorded contemporaneously with this Declaration in Reception Nos. 635990 and 635991 conveying certain tracts of land, easements and property interests to the Association and reserving certain easements and property interests to the Declarant.

Section 1.3 "Board of Directors" or "Board" shall mean and refer to the duly elected and qualified members of the Board of Directors of the Association acting in an official capacity.

Section 1.4 "Blacktail Meadows Roads" shall mean and refer to those NYP Roads located within Blacktail Meadows Neighborhood, which are identified as follows: Reinsman Court, Stagehorn Trail, and Waybills Court.

Section 1.5 "Additional Dwelling Unit" shall mean the additional restricted size dwelling unit, which may not exceed 800 square feet and may not have more than one bedroom, which may be located on the following lots pursuant to the PUD approval: Lots 1-8, Doublecreek Neighborhood, Lots 1-14 and 31-65, Young's Peak Neighborhood, and Lots 1-9, Blacktail Meadows Neighborhood.

Section 1.6 "Common Driveways" shall mean and refer to the following common driveways, shown on the Plat, which provide access and underground utility easements to Lots, which do not access directly from the NYP Roads:

- a. "Common Driveway Stagehorn Trail", as shown on sheet 4 of 6 of the Plat.
- b. "Common Driveway Doublecreek Neighborhood", as shown on sheet 2 of 6 of the Plat.
- c. "Common Driveway Boot Court", as shown on sheet 3 of 6 of the Plat.

Section 1.7 "Common Expenses" shall mean (a) 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; (b) except as otherwise herein provided, all expenses of administering, insuring, operating, improving, conserving, managing, cleaning, maintaining, repairing and replacing Common Property owned or leased by the Association; (c) real and personal property taxes and assessments on Common Property owned or leased by the Association; (d) the Association's legal and accounting and



other professional fees, operating expenses, taxes and assessments; and (e) all other expenses determined to be Common Expenses by the Association's Board acting in good faith.

Section 1.8 "Common Property" shall mean and refer to all real and personal property and interests in property and water rights which are at any time owned, leased, held or possessed by the Association for the benefit of some or all of the Owners, including, but not limited to, the NYP roads, all Common Areas, including Common Area 8, aka the Neighborhood Park, trails, easements, Turnaround Easements, and Entry Landscape Easements, all as shown and depicted on the Plat, and Improvements thereto now or hereafter erected or constructed upon the Common Property.

Section 1.9 "County" shall mean Routt County, Colorado.

Section 1.10 "Declarant" shall mean and refer to Brian T. Stahl, Robert B. Stahl, and Virginia Stahl and Stagecoach Ski Corporation, their successors and assigns as to the entire Subdivision or any Phase thereof.

Section 1.11 "Design Guidelines" shall mean and refer to the NYP Design Guidelines, attached hereto as Exhibit A and incorporated herein by this reference as an integral part of this Declaration, as may be amended from time to time by the Board.

Section 1.12 "Design Review Board", sometimes referred to as the "DRB" means and refers to the board designated by the Board of Directors in accordance with this Declaration.

Section 1.13 "Doublecreek Roads" shall mean and refer to that single NYP Road located within Doublecreek Neighborhood, which is identified as Doublecreek Court.

Section 1.14 "Duplex Lot" shall mean and refer to any Lot, which is designated on the Plat with a number and the letter "D".

Section 1.15 "Improvement or Structure" shall mean a dwelling, building, outbuilding, driveway, parking area, fence, wall, foundation, walkway, gazebo, patio, deck, pool, landscaping, utility line, well, ditch, pond, dam, appurtenance or other fixture, structure or improvement affixed and situated on a Lot with the intent that it remain indefinitely.

Section 1.16 "Lot" shall mean and refer to each separate parcel of property, which is designated on the Plat with a number, each of which is a "Unit" within the Planned Community, as such term is defined and used in the Act. The term Lot does not include the Common Area parcels shown on the Plat.

Section 1.17 "Member" shall mean and refer to the Owner of each Lot, each which Owner shall be a Member of the Association.

Section 1.18 "Mortgage" shall mean and include all mortgages or deeds of trust which represent a first security interest on or in one or more Lots, but shall not include mortgages or deeds of trust junior to a first mortgage or first deed of trust or involuntary liens, such as mechanic's liens and judgment liens.

Section 1.19 "Mortgagee" shall mean and include the holder of any mortgage representing a first security interest in one or more Lots or the beneficiary of any deed of trust representing a first security interest in one or more Lots, but shall not include the holders of mortgages or beneficiaries of deeds of trust junior to a first mortgage or deed of trust or any claimant of an involuntary lien, such as a mechanic's lien or judgment lien.

Section 1.20 "NYP Roads" shall mean and refer collectively to the following areas as shown on the Plat: Stageline Avenue, Postrider Trail, Division Drive, Conductor Court, Relay Court, Hostler Drive, Reinsman Court, Stagehorn Trail, Waybills Court, and Doublecreek Court. Declarant has contemporaneously with the execution of this Declaration conveyed title to the NYP Roads to the Association by the Association Deeds and has established a maintenance easement in favor of the Association over the Common Driveways and Turnaround Easements, subject to the reservations in Declarant as described in such Deeds.

Section 1.21 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall also include the Declarant, or its successors and assigns, with respect to all Lots held in the name of Declarant.

Section 1.22 "Plat" shall mean and refer to the Final Plat of The Neighborhoods at Young's Peak, which is filed at Reception No. 635971 File No. 13597 in the records of the Clerk and Recorder of Routt County, Colorado, and such properly authorized amended, additional or supplemental plats of all or a part of the Property as may be filed in the Office of the Clerk and Recorder for the County of Routt, State of Colorado.

Section 1.23 "Rules and Regulations" shall mean any instruments adopted by the Board or the DRB for the regulation and management of the Property, as such instruments may be amended from time to time.

Section 1.24 "SIA" shall mean and refer to the Subdivision Improvements Agreement recorded at Reception No. 635972 in the records of the Clerk and Recorder of Routt County, Colorado.

Section 1.25 "Turnaround Easements" shall mean and refer to those areas identified on the Plat as Turnaround Easements, which are intended to allow for vehicles to turn around as an integral part of the NYP road system.



Section 1.26 “Young’s Peak Roads” shall mean and refer to those NYP Roads located within Young’s Peak Neighborhood, which are identified as follows: Stageline Avenue, Postrider Trail, Division Drive, Conductor Court, Relay Court, and Hostler Drive.

**ARTICLE II
DECLARATION OF PROPERTY RIGHTS**

Section 2.1 Development of the Property. The development of the Property, which shall be known as The Neighborhoods at Young’s Peak (“NYP”), shall be under the control of the Declarant and shall be carried out according to the Plat of NYP, the Subdivision Improvements Agreement recorded at Reception No. 635972 and the Development Agreement recorded at Reception No. 635969 with Routt County, and the Planned Unit Development (the “PUD”) Resolution recorded at Reception No. 635973 and Zone Change Resolution recorded at Reception No. 635970 granted pursuant to the Zoning Resolution and Subdivision Regulations of the County of Routt, State of Colorado, all of such approvals collectively referred to as “NYP Approvals”.

Section 2.2 Title to Lot. Title to a Lot may be held individually or in any form of concurrent or entity ownership recognized in Colorado. Any contract of sale, deed, lease, deed of trust, mortgage, security interest, will or other instrument affecting a Lot may describe it as:

“Lot _____ Neighborhood, The Neighborhoods at Young’s Peak, County of Routt, State of Colorado, according to the Plat thereof filed at Reception No. 635971 of the public records of Routt County, Colorado” (with appropriate information inserted into the blanks set out above).

Section 2.3 Maximum Number of Units. The maximum number of Lots that Declarant reserves the right to create is 86 single family Lots and 25 Duplex Lots, however the 25 Duplex Lots may be further subdivided into two separate Lots pursuant to the NYP Approvals. Therefore, the maximum number of units that may be created within NYP is 136 units.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 3.1 Membership. Every Owner of a Lot, including a co-owner as tenant in common or in joint tenancy, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. 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.



Section 3.2 Voting. The Association shall have one class of voting membership. Each Lot shall be allocated one (1) vote on all matters to be voted on by the Members of the Association. When more than one person holds an interest in any Lot, all such persons shall be Members, provided, however, that there shall be no more than one vote cast. No division of the vote among the multiple owners of such Lot shall be allowed; rather the vote allocated to a Lot shall be voted entirely and undivided for or against or in abstention of an issue put to vote among the Members of the Association. In the event a Duplex Lot is legally subdivided through the recording of a Plat signed by the Board of County Commissioners of Routt County, then each of the two owners shall thereafter be considered as a Lot Owner and each shall have one vote, as above.

**ARTICLE IV
BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 4.1 Powers of the Board of Directors.

(a) Except as provided in this Declaration, the Articles and the Bylaws, or as otherwise provided by law, the Board of Directors may act on behalf of the Association in all instances.

(b) The Board of Directors may not act on behalf of the Association to: (i) amend this Declaration; (ii) terminate the legal status of the Subdivision; (iii) elect members of the Board of Directors, other than to fill a vacancy for the unexpired portion of the term of a member of the Board of Directors as provided in the Articles and Bylaws; or (iv) determine the qualifications, powers and duties, or terms of office, of members of the Board of Directors.

(c) The Board of Directors shall consist of at least three (3) members, one of whom shall be designated as chairperson. The term of each director shall be as set forth in the Articles and Bylaws. A member of the Board of Directors may resign at any time by giving written notice to the Association, and such a resignation shall take effect upon receipt by the Association or such other date as is specified in such notice.

(d) The Board of Directors shall appoint all members of the Design Review Board and shall have the authority to remove or replace such members, with or without cause, upon a majority vote of the members of the Board of Directors.

Section 4.2 Declarant Control Period.

(a) Subject to the terms and conditions of paragraphs 4.2(b) and (c) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers during the Declarant Control Period. The phrase "Declarant Control



Period” means the period commencing on the date on which Declarant forms the Association and ending on the earliest to occur of:

- (i) sixty (60) days after conveyance of 75% of the Lots created by the Plat to Lot Owners other than Declarant or an Affiliate of Declarant as such is defined in the Act, or
- (ii) two (2) years after the last conveyance of a Lot by the Declarant to a Lot Owner in the ordinary course of business, or
- (iii) two (2) years after any right to add new Lots under this Declaration was last exercised (collectively the “Turnover Date”).

(b) Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(c) Notwithstanding anything to the contrary contained in paragraph 4.2(a) above, not later than sixty days after the conveyance of 25 percent of the Lots created under this Declaration to Purchasers, one Director appointed by Declarant shall be replaced with a Director elected by Owners other than Declarant.

(d) During the thirty-day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect a Board of Directors of not less than three (3) directors, at least a majority of whom must be Owners other than Declarant or properly designated representatives of Owners other than Declarant. Such Directors shall take office upon election.

(e) Not later than sixty (60) days after the expiration of the Declarant Control period, the owners shall elect a Board of Directors of at least three Members pursuant to Section 4.1 above and the Articles and Bylaws.

(f) Notwithstanding anything to the contrary contained herein, Declarant may not authorize nor cause the Board of Directors of the Association to authorize the distribution or lending of any funds from the Association to Declarant or any entity controlled by Declarant.

Section 4.3 Removal of Members of the Board of Directors. Notwithstanding any provision of this Declaration or any other Association Document to the contrary, the Owners, by a vote of at least 60% of the votes allocated to all Memberships represented in person or by proxy at any meeting at which a quorum is present, may remove any members of the Board of Directors, with or without cause, other than a members of the Board of Directors appointed by the Declarant.



**ARTICLE V
ASSESSMENTS**

Section 5.1 Creation of the Lien and Personal Obligation for Assessments.

(a) Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all of the assessments for Common Expenses levied and made to such Lot by the Association, and any and all special assessments and 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. The Owner of any Duplex Lot shall be responsible for only one share of the assessments unless and until the Duplex Lot is subdivided by Routt County. Thereafter, the Duplex Lot shall be treated as two separate Lots for purposes of assessments.

(b) All annual, supplementary and special assessments, together with interest, at the highest lawful rate as provided by the Act as may be further amended from time to time, late charges, costs, and reasonable attorney's fees:

(1) Shall be a charge on the land and shall be a continuing lien in favor of the Association against the Lot against which each such assessment is made to the extent provided by the Act, C.R.S. §38-33.3-316 (2) (b), as may be further amended from time to time. The Association's lien resulting from this paragraph shall be prior to any other lien or claim against a Lot, except for a lien for ad valorem taxes and liens and encumbrances recorded before the recordation of this Declaration, and except as otherwise provided in this Declaration. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person, or entity, who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 5.2 Annual Assessments.

(a) The Association shall fix, determine, levy, 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 Board. The Association may also fix, determine, levy, assess and collect special Common Expense assessments authorized by the Act, this Declaration or the Articles of Incorporation or Bylaws of the Association, subject to any limitations provided therein.



To determine the amount required to be raised by annual assessments for any fiscal year, the Board shall prepare an annual budget for such fiscal year showing, in reasonable detail, the various matters proposed to be covered by the budget, the estimated income and other funds which will be available in that fiscal year, the estimated total amount of money required to be raised by annual assessments to cover such costs and expenses and to provide a reasonable reserve, and the estimated apportionment of the assessments among the Lots. The Board of Directors shall furnish a summary of such budget to the Owners and shall set a date for a meeting of the Owners to consider the ratification of such budget as required by the Act as may be further amended from time to time. Upon request, the Board will furnish a summary of the most recently adopted budget to any Mortgagee. Based on such budget, the Board of Directors shall determine the amount of the annual assessment per Lot for such fiscal period.

(b) If the Board shall fail to establish an annual assessment for any year, the annual assessment for such year shall remain the same as for the year immediately preceding, except that, upon Approval by the Board or by a majority vote of the entire membership of the Association, such annual assessment may be increased or decreased for the remainder of the assessment year as of the first day of the month following such vote.

(c) Annual assessments shall apply only to Lots now or hereafter subjected to this Declaration and included within the jurisdiction of the Association.

(d) Annual assessments shall be payable in quarterly or monthly installments during each fiscal year as determined by the Board.

Section 5.3 Supplementary Assessments. In the event that the Board shall determine, at any time or from time to time, that the amount of the annual assessments is not adequate to pay for the costs and expenses of fulfilling the Association's obligations hereunder, one or more supplementary assessments may be made for the purpose of providing the additional funds required. To determine the amount required to be raised by each supplementary assessment, the Board shall revise the annual budget for such fiscal year as provided in Section 5.2, or prepare a new budget, a summary of which shall be furnished to each Owner and shall set a date for a meeting of the Owners to consider the ratification of such budget as required by the Act as may be further amended from time to time. Upon request, the board will deliver a summary of the revised or new budget to any Mortgagee. Based on such revised or new budget, the Board may make a supplementary assessment for such fiscal year against each Lot.

Section 5.4 Special Assessments. A special assessment for purposes of large or unexpected expenditures that are capital in nature shall be made only upon resolution of the Association's Board of Directors. The Board will deliver to all Lot Owners, by first class mail or otherwise, a summary of the special assessment and shall set a date for a meeting of the owners for purposes of ratification of the special assessment as required by the Act as may be further amended from time to time.



Section 5.5 Apportionment of Assessments. Annual, supplementary and special assessments shall be apportioned against each Lot in the following manner:

(a) All expenses of maintaining, snowplowing, repairing and improving the Young's Peak Roads, Common Driveway Boot Court, Common Areas 1-4, the Landscape Buffer south of Stageline Avenue, and the Turnaround Easements, Entry Landscape Easement and all signs within Young's Peak Neighborhood shall be borne by and divided equally among all Lots within Young's Peak Neighborhood.

(b) All expenses of maintaining, snowplowing, repairing and improving the Blacktail Meadows Roads, Common Driveway Stagehorn Trail, Common Areas 5-7, the Landscape Buffer north of Stagehorn Trail, and the Turnaround Easements, Entry Landscape Easement and all signs within Blacktail Meadows Neighborhood shall be borne by and divided equally among all Lots within Blacktail Meadows.

(c) All expenses of maintaining, snowplowing, repairing and improving the Doublecreek Roads, Common Driveway Doublecreek Neighborhood, and the Turnaround Easements, Entry Landscape Easement and all signs within Doublecreek Neighborhood shall be borne by and divided equally among all Lots within Doublecreek, except as follows: Lot 1 Doublecreek will access directly off Routt County Road 212 and therefore shall not be responsible to share in the road, common driveway and turnaround easement expenses. Pursuant to a separate agreement with the Association, the owner of Lot 25, Coyote Run Subdivision has an easement of ingress and egress over Doublecreek Court, and therefore shall share equally in all expenses discussed in this subsection 5.5c.

(d) All expenses of maintaining, snowplowing, repairing and improving all trails, including, but not limited to, the Emergency Vehicle Access and Trail which connects Conductor Court and Waybills Court, and Common Area 8, aka the Neighborhood Park and any other common property not specifically mentioned in Sections 5.5 (a), (b), or (c), above shall be borne and divided equally among all Lots.

(e) All other Common Expenses of the Association shall be borne by and divided among all Lots equally.

Section 5.6 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on the first day of the month following the recording of the Plat. Written notice of assessments shall be sent to every Owner. The status of Duplex Lots as one Lot or two Lots for purposes of assessments will be determined as of the 1st of January of each year.

Section 5.7 Certificate of Status of Assessment. The Association shall, upon written demand by an owner or such owner's designee or to the holder of a Mortgage or its designee, delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association and for a reasonable charge, furnish a certificate signed by an officer of the



Association setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement shall be furnished as provided in the Act, which may be further amended from time to time. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment not paid within fifteen (15) days after the due date shall bear interest from the due date at the highest rate allowed by the Act, as may be further amended from time to time. In addition, the Board may establish by resolution a reasonable delinquent or late charge for any assessment not paid when due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the Association's lien against the Lot, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his Lot. In addition to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the Routt County, Colorado District Court in the manner of foreclosure of common law mortgages, pursuant to the law and statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption. In any civil action to enforce or recover unpaid assessments, the prevailing party shall be entitled to an award of reasonable attorney fees and all costs of collection or foreclosure.

Section 5.9 Homestead. The lien of the Association for unpaid assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to any Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien.

Section 5.10 Recording of Liens. The Board shall immediately record a lien against all Lots owned by an Owner who fails to pay an assessment installment within sixty (60) days of becoming due.

Section 5.11 Notice to Lot Owners. Notice by the Board and other Owners of matters affecting the NYP development shall be via first class mail or personal delivery to the Owners and the Association.

**ARTICLE VI
DESIGN REVIEW BOARD**

Section 6.1 Purpose. The Design Review Board (the "DRB") shall review plans of proposed improvements pursuant to the terms of this Declaration and the Design Guidelines. The goal of such review and consent shall be to create, maintain and improve the Property as a pleasant and desirable environment, establish and preserve a harmonious design for the community, and protect and enhance the value of the Property.

Section 6.2 Appointment of Members. The Association shall establish the DRB consisting of a minimum of three members. Each member of the DRB shall be appointed by the



Board of Directors, and any such member may be removed, with or without cause, at any time, by the Board of Directors by giving written notice to such member of such removal. At least one of the members of the DRB shall be an Owner and one shall be a design professional. Members of the DRB may also be members of the Board of Directors.

Section 6.3 Plan Review and Approval. No Improvement or Structures upon the Property shall be commenced, erected, constructed, altered, remodeled, reconstructed, changed in color or moved and no existing Improvement or Structure upon the Property shall be altered in any way that affects its exterior appearance, and no change shall be made in the natural or existing surface of the ground, the existing drainage or existing plant life upon the Property without first obtaining the written approval of the DRB, pursuant to this Declaration and the Design Guidelines. The following, among other things, shall require prior written approval of the DRB: grading and other site preparation (including, without limitation, tree cutting and clearing); landscaping to meet Design Guidelines criteria; building construction; sign design and erection; exterior changes to property or Improvements or Structures; modification, alteration or enlargement of any existing structure; paving, driveways and parking areas; fencing; exterior lighting; and location and maintenance of all Improvements and Structures. The following items are examples of personal property which may be placed upon the Property without prior written approval of the DRB: doghouses, swingsets and movable playground equipment.

The DRB shall exercise reasonable judgment in the review of such plans and specifications and proposed locations. It shall be an objective of the DRB to prevent the making of Improvements or Structures, which will materially impair the aesthetic and monetary values of the Property. In reviewing a proposed project, or considering a request for an interpretation of these restrictions or a request for a variance, the DRB will consider, among other things, the following factors:

- (a) the suitability of the Improvements or Structures and the materials of which they are to be constructed;
- (b) the color, quality, and safety of all materials to be utilized in any proposed Improvement or Structure;
- (c) the effect of any proposed Improvement or Structure on adjacent or neighboring property, provided that each Owner of property within the Property is entitled to use and develop his or her property in accordance with the standards set forth herein and the Design Guidelines;
- (d) the location and character and method of utilization of all utility services;
- (e) the impact of any proposed Improvement or Structure upon the natural surroundings;
- (f) the timely and orderly completion of all such Improvements and Structures;
- (g) overall consistency with Design Guidelines and the purposes of the Declaration.

In exercising its authority to modify or reject any project proposal, the DRB may, when warranted, consider whether such proposal would cause an unacceptable disturbance of views for other sites or adjacent structures, but in such consideration the DRB shall weigh heavily the right of each owner to use and develop his or her property in keeping with the Design Guidelines set forth in this Declaration. The approval of the DRB shall not be required for alterations or



remodeling which are completely within a building or structure, do not change the exterior appearance thereof and are not visible from the outside of the structure.

Section 6.4 Decisions of Design Review Board. Actions taken by the DRB shall not be arbitrary or capricious, and shall be presumed to be enforceable in accordance with their terms. Decisions of the DRB shall be conclusive and binding on all interested parties. Any challenge to a decision of the Design Review Board must be filed in a court of competent jurisdiction within thirty (30) days of receipt of notice of such decision by the affected party or parties.

Section 6.5 Inspection of Projects. The DRB or its designated representatives may monitor any approved project within the Property to ensure that the construction or work on such project complies with any and all approved plans, the Design Guidelines, construction procedures, applicable Rules and Regulations and applicable law. The DRB or its designated representatives may enter upon any property within the Property at any reasonable time or times to inspect the progress, work status, or completion of any project. The DRB may withdraw its approval of any project and require all activity at such project to be stopped if deviations from the approved plan, the Design Guidelines, construction practices, applicable Rules and Regulations or applicable county regulation or law are not corrected or reconciled within ten (10) days after written notification to the Owner of the subject property specifying such deviations, or within such lesser period of time as is specified by the DRB in such notice to the owner. The DRB shall have the authority to establish, levy and collect Default Assessments for such deviations, including, without limitation, incremental monetary fines for the occurrence of repeated violations.

Section 6.6 Design Review Board Not Liable. Neither Declarant, the DRB, nor any of their respective officers, directors, employees, members or agents shall be responsible or liable for any defects in any plans or specifications which are submitted, revised or approved pursuant to this Article VI, nor for any defects in construction pursuant to such plans and specification, nor for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the DRB, unless due to the willful misconduct or conscious bad faith of the party to be held liable. In reviewing any matter, the DRB shall not be responsible for reviewing, nor shall its approval of any project be deemed approval of, the project from the standpoint of safety, whether structural or otherwise. Approval of plans and specifications pursuant to this Article VI shall not relieve any Owner of said Owner's responsibility to comply with any and all applicable governmental laws or regulations.

Section 6.7 Entrance Signage. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves to itself and its successors and assigns, the right to construct, install, operate, maintain, repair, remove, replace and reconstruct one or more signs of such types, number, design, materials, colors, sizes and contents as Declarant, its successors and assigns, may from time to time desire on, over, under and through the portions of the Plat labeled as Entry Landscape Easement in accordance with the requirements of the Routt County Zoning Resolution, and such signs shall not be subject to the authority or control of the DRB or the



Association, or any of the provisions of this Declaration or the Association Documents. So long as Declarant owns any Lot within the Project, no other Person shall install any signs of any kind within the Entry/Landscape Easements without the prior written consent of Declarant.

Section 6.8 Design Review Board Fees. All costs and fees incurred by the Association in undertaking the responsibilities of the DRB, including, but not limited to, the cost of paying for professionals to serve on, or consult with, the DRB, shall be paid by the Owner of the Lot for which DRB approval is required and such costs shall, until paid, constitute an assessment lien pursuant to Article V hereof on the Lot with respect to which such fees and costs were incurred.

Section 6.9 Violations. In the event any Improvement or Structure is constructed, reconstructed, altered or maintained in violation of this Declaration, the Board may sue for damages or injunctive relief, foreclose the Assessment Lien or exercise any other enforcement power conferred upon the Association by this Declaration or by state statute.

ARTICLE VII
LIMITATIONS, RESTRICTIONS AND REQUIREMENTS WITH RESPECT
TO LOTS AND BUILDING IMPROVEMENTS

Section 7.1 NYP Lot Uses. The Lots may be used for residential uses, consistent with and subject to the provisions of this Declaration. All development, Improvements or Structures, and uses of each Lot within NYP are subject to the provisions of this Declaration and are also subject to the plat notes, terms and provisions of the Final Plat and PUD plan approvals granted by Routt County, as may be amended from time to time. This Declaration shall be independent of and in addition to all laws governing the design, development and construction of subdivisions, building sites and Improvements or Structures and shall restrict all construction, development and use of Lots within NYP.

Section 7.2 Permitted Uses and Improvements. All of the Lots in the Property shall be used exclusively for residential purposes. Owners may conduct typical "home-office" business activities within a dwelling on a Lot so long as: (i) the existence or operation of the business activity is undetectable from outside the dwelling; (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 is consistent with the residential nature of the project.

Upon approval by the DRB as to design and location, each Lot may contain the following building Improvements or Structures:

- (a) One primary dwelling unit, together with a garage. Garages may be detached or attached to the residential structure, so long as consistent with the Design Guidelines; and



- (b) One Additional Dwelling Unit, not larger than 800 square feet and containing no more than one bedroom, if allowed pursuant to the Routt County Zoning Regulations and NYP approvals; and
- (c) Enclosed service areas for garbage, trash, utilities and other maintenance facilities; and
- (d) Fences, walls, landscaping, driveways and parking areas; and
- (e) One Accessory Structure, as defined in the Design Guidelines

All such permitted Improvements or Structures, except for fences, walls, landscaping, driveways, and parking areas, must be located wholly within any Building Envelope on the Lot. Additional Dwelling Units are only allowed on certain Lots, as set forth in the Definitions, Article I, above. Duplex Lots may contain two dwelling units, two Accessory Structures, and all other Improvements or Structures listed above, but may not contain Additional Dwelling Units.

Section 7.3 Prohibited Improvements or Structures. No structures or buildings of a temporary character (except a sales facility or construction trailer for Declarant's use in selling or developing Lots within the Subdivision), nor any mobile home, house trailer, tent, shack, tepee or other such structure shall be placed or used within the Property, either temporarily or permanently, without prior written approval of the DRB, which approval may be withheld in the DRB's sole discretion. Notwithstanding the preceding sentence, necessary appurtenances, modest construction trailers and structures of a temporary nature may be used without the DRB's approval during the period of performance of construction of any improvement for which necessary government permits and DRB approval have been obtained, provided that (a) the DRB shall approve the location and appearance of such appurtenances, trailers or structures, (b) no overnight occupancy shall be permitted in any such appurtenance, trailer or structure, and (c) such appurtenances, trailers or structures shall be removed from the Property on the earlier of (i) the date that is twelve months after the initial use thereof and (ii) the date of substantial completion of said improvement.

Section 7.4 County Approval Required. No modification or Improvement or Structure to a Lot or building that requires the approval of Routt County, shall be made or built until such approval has been obtained.

Section 7.5 Property to be Maintained. Except as otherwise provided herein, each Lot and all other portions of the Property, including all improvements within the Property, shall be kept and maintained by the Owner(s) thereof in a clean, safe, attractive and sightly condition and in good repair.

Section 7.6 Driveway and Parking Construction. Private driveways and parking areas may be either paved or gravel.

Section 7.7 Storage of Equipment and Vehicles. All small boats (under 22 feet in length), snow plows, snowmobiles, and trailers for same, shall be parked and/or stored in a garage, except that, upon receipt of a written variance from the Board of Directors, such items



may be parked and/or stored in an area on the Property that is screened and out of sight from other Lot Owners in a manner approved, and on conditions established, by the Board of Directors, which conditions may include the installation and maintenance of additional landscaping. Camper trailers, large boats (over 22 feet in length), travel trailers, truck campers, motor homes, other recreational vehicles, horse trailers, construction trailers, and other oversized machinery and equipment shall not be stored or parked on the Property. This Section 7.7 shall not prohibit the storage or parking of construction equipment and machinery within the Property during the period of construction activities for which all applicable permits and DRB approval have been obtained, provided that the DRB may require the removal of any such equipment or machinery upon written notice to the Owner of the affected Lot.

Section 7.8 No Unsightliness. No unsightliness shall be permitted on any Property. Without limiting the generality of the foregoing: (a) all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure, or screened with landscaping materials, except as otherwise provided herein; (b) refuse, garbage and trash shall be kept in a covered container at all times and any such container shall be kept within an enclosed structure in accordance with the provisions at Section 7.9 herein; (c) service areas and facilities for hanging, drying or airing clothing or fabrics shall be kept within an enclosed structure; (d) tarpaulins, or other similar materials, used on the Property shall be of a dark, earth tone color; (e) pipes for water, gas, sewer, drainage or other purposes, wires, poles, antennas and other facilities for the transmission or reception of audio or visual signals or electricity, utility meters or other utility facilities, gas, oil, water or other tanks shall be kept and maintained within an enclosed structure or below the surface of the ground, unless otherwise approved in writing by the DRB prior to installation, except that satellite reception equipment no larger than 18 inches in diameter shall be permissible upon written approval of the proposed location thereof by the DRB; and (f) no metals, bulk materials or scrap or refuse or trash or unused items of any kind shall be kept, stored or allowed to accumulate on any Property.

Section 7.9 Wildlife Mitigation Plan/Pet Restrictions. Certain restrictions and guidelines have been derived from discussions between Declarant, its wildlife consultant, Kelly Colfer, and Colorado Division of Wildlife ("CDOW") representative Libbie Miller. As a result of these discussions, a Wildlife Management Plan has been executed and recorded at Reception No. 635985, contemporaneously with the Final Plat and this Declaration. The following restrictions are hereby imposed by this Declaration:

Each residence will be permitted to have up to two dogs and their puppies up to three (3) months old. Residents will be prohibited from keeping dogs on their property unless they have secure control facilities, such as a dog run, kennel, "Invisible Fence" or similar buried cable system, or fenced yard. If facilities are inadequate to contain the resident dog(s) then the animals will be immediately removed from the property until adequate structures can be built.

Homeowners will be required to control their pets at all times. Outside of the individual homeowner's property boundary, dogs must be under voice or leash control. Visitors should not be encouraged to bring dogs on-site. Guests of homeowners shall comply with all pet control



measures.

The Association shall be responsible for enforcing dog and pet covenants. Routt County and the CDOW may also control stray dogs and cats, pursuant to County or CDOW regulations. Homeowners not in compliance with these pet restrictions will be responsible for costs incurred by the Association, Routt County, and/or the CDOW while enforcing these provisions.

Homeowners are prohibited from feeding dogs and other pets outside their homes, except in totally enclosed (sides and top) pet containment areas and all pet food will be taken in at night, to avoid attracting nuisance wildlife or predators.

The potential for wildlife-human conflicts increases when humans move into occupied wildlife habitats. Eliminating the factors that attract wildlife and educating residents are the two most effective strategies for minimizing wildlife-human conflicts. The following mitigation measures are designed to minimize wildlife-human conflicts and are incorporated herein as restrictions on all Owners and their guests and invitees. The Association may impose fines and penalties for violations.

- 1) Outside storage of any trash or garbage is allowed only during the hours of 6:00 am to 7:00 pm on the day of trash pickup. Bear resistant containers are required to be used.
- 2) Residents are prohibited from using a garden compost pile, unless the compost pile is bear-proof, meeting North American Bear Society, CDOW, or U.S. National Park Service specifications. Residents are informed that household and garden waste can attract bears.
- 3) Pets shall not be fed on outside decks. Bowls of pet food left on outside decks will attract bears and other predators, especially coyotes and skunks.
- 4) With the exception of bird feeders, the feeding, baiting, salting, or other means of attracting wildlife to individual yards is prohibited. Residents are encouraged to bring their feeders inside the house from May to November. Hummingbird feeders must be suspended in such a way as not to be accessible to bears. Plants can be planted that will attract seed-eating birds (sunflowers, thistle, mountain ash, etc.,) and hummingbirds and large moths (petunias, other "tube" flowers) but do not attract bears.
- 5) Residents are advised that it is important to remove bird feeders on a nightly basis, and are required to remove feeders when the residence is not occupied for an extended period of time, including weekend trips. Feeder removal is especially critical with suet and hummingbird feeders.
- 6) Homeowners are encouraged to read about local wildlife via the CDOW's brochures "Living with Wildlife in Bear Country", "Living with Wildlife in Mountain Lion Country", and "Living with Wildlife in Coyote Country".

Additional pet restrictions imposed by these covenants are as follows. Dogs, cats or customary household pets not to exceed three pets per Lot may be kept on the Property. No wild animals, horses, livestock, chickens, roosters, reptiles or other pets which abnormally or unreasonably interfere with the rights, comforts or conveniences of other Owners may be kept on



the Property. Owners must control their dogs so that barking does not unreasonably bother other Owners. For profit breeding of any animals is prohibited. No pets of any kind shall be allowed to run or roam free on the Property.

Section 7.10 Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any Property except signs approved by the DRB, signs required by law or legal proceedings, identification signs for work under construction (not to exceed six square feet), temporary signs to caution or warn of danger or Association signs necessary or desirable to give directions or advise of rules or regulations. Except as otherwise provided in Section 6.7 above, the DRB shall have the authority to approve the size and location of signs within the Property. Without limiting the foregoing, the DRB may adopt standards for the size and appearance of "for sale" signs to be used by all Owners in connection with any sale of any Lot. This sign restriction does not apply to the Declarant or the Association in regard to street, traffic control, park, trail or Common Area signs.

Section 7.11 Restriction on Parking. Parking of vehicles on any Lot is limited to only parking areas constructed with the prior approval of the DRB and such parking shall be used only by the owner or tenant of such Lot or their guests or invitees for the parking of personal vehicles. Parking of recreational or oversized vehicles shall be governed by Section 7.7, above. As set forth on the Plat, the County has required that "On-street parking shall be allowed on one side of the street only. No overnight on-street parking will be allowed between November 1st and May 1st." The Association will install signage consistent with this County requirement.

Section 7.12 Landscaping. The Owner of each Lot shall be responsible for complying with all landscaping requirements as approved by DRB in accordance with the Design Guidelines with respect to that Owner's Lot.

Section 7.13 Residential Buffer Zones, Ridgeline Protection Zone, and Hillside Protection Zone. Certain areas on the Plat are identified as Residential Buffer Zones. No Improvement or Structure may be installed or constructed within such Residential Buffer Zones unless said Improvement or Structure has been approved by the DRB and upon installation shall extend no higher than 30 inches above final grade. Landscaping approved by the DRB is not subject to the within height restriction.

The Ridgeline Protection Zone is located upon certain Lots within Young's Peak Neighborhood. Restrictions applicable to the Ridgeline Protection Zone are set forth on sheet 3 of 6 of the Plat and in the Design Guidelines.

The Hillside Protection Zone ("HPZ") is located upon certain Lots that border on the hillside along the eastern boundary of Blacktail Meadows Neighborhood. The HPZ was devised to protect the hillside against instability. As part of the County planning approval, the Declarant was required to perform certain investigation of the hillside and to create a berm along the eastern boundary to alleviate any concerns regarding slope instability. A drainage swale will be created on the uphill side of the berm to direct water laterally across the hillside. There shall not be any grading, leveling or in other modification of the ground surface within the HPZ. Additionally, there shall be no supplemental irrigation provided to the HPZ, except as authorized



by the DRB for the limited purpose of establishing native vegetation upon the soils in the HPZ. The restrictions applicable to the HPZ shall not be modified or eliminated without the written approval of Routt County.

Section 7.14 Miscellaneous Provisions and Restrictions. The use of the Property and Lots shall be subject to the following additional restrictions and limitations:

- (a) No outdoor clotheslines, exterior towers, poles or antennae shall be constructed, placed, or maintained upon any Lot or on any Improvement within any Lot unless approved in writing by the DRB;
- (b) Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the Property.
- (c) No free-standing mailbox or newspaper box shall be erected unless approved in writing by the DRB;
- (d) No tanks of any kind shall be placed or permitted upon the Property unless the tank is to be buried and DRB approval in writing has been obtained;
- (e) No firearms shall be discharged and no hunting shall be permitted on the Property;
- (f) No motorcycle, motorbike, snowmobile, golf cart, or ATV or other motorized vehicle may be operated for purely recreational purposes on the NYP roads or anywhere within the Property.
- (g) Water shall not be removed or diverted from any creek or drainage in any manner for purposes of use on a Lot.
- (h) Any restrictions and regulations contained in the Design Guidelines.

Section 7.15 Notice Regarding Stagecoach Covenants and Stagecoach Property Owners Association ("SPOA"). Lot Owners are notified that the vast majority of the Property is located within the boundaries of Meadowgreen at Stagecoach Subdivision. All Owners of any Lot in NYP shall (i) be a Class A Member of the Stagecoach Property Owners Association subject to the payment of dues as a member, and (ii) shall be bound by the covenants recorded at File No. 7073 of the Routt County records ("Stagecoach Covenants"). SPOA dues will not be assessed against NYP lots until the lots are in a phase, which has been released by the County pursuant to the SIA and is available for individual lot sales. As to lots which have been released by the County pursuant to the SIA, SPOA dues will be first assessed at closing of the sale to an individual lot buyer and SPOA dues for the year of closing will be paid by the lot buyer at closing, subject to proration. Lots, which have been released by the County pursuant to the SIA, but have not been sold by Declarant, will not be subject to assessment of SPOA dues until 2 years after the date of release by the County. Improvements to or upon Lots in NYP are subject to the design review provisions set forth in the Stagecoach Covenants.

ARTICLE VIII
GENERAL RESPONSIBILITIES AND RESTRICTIONS

Section 8.1 Common Property and Improvements. The Association is herewith charged with the direct and continuing responsibility for maintenance, repair, replacement, operation, protection, extension, and expansion of any and all Common Property.

Section 8.2 Development Rights; Special Declarant Rights and Other Reserved Rights. Declarant hereby reserves the right to perform each and all of the acts and exercise each and all of the Development Rights and Special Declarant Rights hereinbelow specified, without necessity of the prior consent or approval of any Lot Owner or the Association: (a) to complete or make any improvements within the Property indicated on plats or referenced herein or in the SIA, (b) to exercise Development Rights, if any, pertaining to the Property, (c) to place and maintain, as Declarant deems necessary, a sales office, construction office, management office, signs advertising the Subdivision, and one or more models, (d) to use easements within the Property for the purpose of making improvements within the Subdivision, (e) to use any and all of the Common Property and to use Lots owned by the Declarant for construction or installation of infrastructure and for construction staging and material storage incident thereto, (f) to perform warranty work and repairs within Lots and Common Areas, (g) the right to amend this Declaration and the Plat from time to time, without necessity of the consent of any Owner, Mortgagee, or the Association if necessary to bring the Declaration and/or the Plat and/or the Subdivision into compliance with the Act or any amendments thereto, or pursuant to a right to do so provided elsewhere in this Declaration or the Act, (h) the right to exercise Declarant Control in the manner and subject to the time frames as set forth in section 4.2, above, and (i) the right to exercise any other reserved right created by any other provision of this Declaration or permitted by the Act. Unless sooner terminated or relinquished as provided in this Declaration, all Development Rights, Special Declarant Rights and other reserved rights may be exercised by the Declarant at any time prior to January 1, 2026. Any Development Right, Special Declarant Right or other reserved right reserved under this section 8.2 may be transferred in whole or in part to any person or entity or to the Association 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 the transferred Development Right, Special Declarant Right or other reserved right.

Section 8.3 Easements.

(a) Each Lot shall be subject to: all easements, utility easements and rights of way as shown on the Plat; easements for maintenance of all utility structures; and easements for access by the Association to effect the purposes set forth in these Declarations, including, but not limited to, the promotion of the health, safety, and welfare of the residents of the Property.

(b) Declarant reserves a perpetual nonexclusive easement over the Lots for the purpose of completing the full and final development and improvement of the Property.



Declarant reserves a perpetual nonexclusive easement and grants to every Owner a nonexclusive easement to use and enjoy the Common Property, including, but not limited to, the right of ingress and egress over the NYP Roads and Turnaround Easements, which easement is appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration. Owners' rights of ingress and egress over NYP roads and Turnaround Easements may be restricted as to Doublecreek Ct. in that the Association Board may determine that access into Doublecreek Ct. will be limited to Owners of Lots in Doublecreek Neighborhood. The Declarant and any Owner may delegate its right of use and enjoyment of the Common Property to its tenants, guests or invitees.

(c) The Association, the Board of Directors, and their agents shall have a non-exclusive right and easement to make such use of and to enter into or upon the Lots, as may be necessary or appropriate for the performance of the duties and functions which they are obligated or permitted to perform under this Declaration and under the Act.

(d) The easements, uses and rights herein created for an Owner shall be appurtenant to the Lot of that Owner and all conveyances of and other instruments affecting title to a Lot shall be deemed to grant and reserve the Easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appears in any such conveyance.

(e) The Entry Landscape Easements shown and depicted on the Plat are easements running with the land in favor and for the benefit of the Association. The Association may construct and maintain, repair, or replace such subdivision entry signs and landscape features within such easements as it deems appropriate.

(f) The Subdivision is subject to various easements, including the easements described in this Declaration, easements shown or noted on the Plat, and the easements created or reserved in the Association Deeds. Additional easements being recorded contemporaneously with this Declaration include easement to Mark Henderson at Reception No. 635988, sewer easements at Reception Nos. 635999 and 635971, easement regarding access to Lot 25, Coyote Run Subdivision at Reception No. 635998. The Subdivision is benefited by the easements shown or noted on the Plat, including but not limited to the easement recorded at Reception No. 599562.

ARTICLE IX
INSURANCE AND INDEMNIFICATION

Section 9.1 Insurance. All insurance, other than title insurance, carried in connection with Common Property and other property or interests in property owned, managed or maintained by the Association shall be governed by the provisions of this Article IX.

Section 9.2 Insurance Requirements Generally.



(a) The Association shall obtain and maintain in full force and effect at all times certain casualty, liability, and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly authorized and licensed to do business in the State of Colorado.

(b) To the extent possible, the casualty, property, and liability insurance shall: (i) provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents, and members; (ii) provide that the insurance cannot be canceled, invalidated or suspended on account of the conduct of the Association, its officers, directors, employees, and agents; and (iii) provide that the policy of insurance shall not be terminated, canceled or substantially modified without at least thirty (30) days prior written notice to the Association; and provide as required by Section 313 of the Act as may be amended from time to time.

(c) Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice and which shall be consistent with the requirements of the holders of any Mortgage. Any loss falling within the deductible portion of a policy shall be borne by the Association. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds collected by assessments and otherwise as elsewhere provided in this Declaration.

Section 9.3 Casualty Insurance. The Association or its agents shall obtain and maintain at all times insurance coverage or the nearest equivalent available for the full replacement cost of any improvements and personal property of the Association.

Section 9.4 Public Liability and Property Damage Insurance. The Association shall obtain and maintain comprehensive general liability insurance including non-owned and hired automobile liability coverage, owned automobile liability coverage (if there are any owned automobiles), personal injury liability coverage covering liabilities of the Association, its officers, directors, employees, agents, and members arising in connection with ownership, operation, maintenance, occupancy, or use of the Lots and any other area the Association is required to restore, repair, or maintain pursuant to this Declaration with bodily injury liability limits not less than One Million Dollars (\$1,000,000.00) for each occurrence and property damage liability limits of not less than One Million Dollars (\$1,000,000.00) aggregate. Each policy shall include a "severability of interest" endorsement.

Section 9.5 Insurance by Owners. Each Owner shall obtain property, casualty, hazard and liability insurance for the Owner's Lot, and shall provide copies of such insurance policies to the Association, if the Association so requests. At all times each Owner shall also be responsible for obtaining insurance for all of the Owner's personal property and furnishings, and, except as provided by this Article, the Association shall not be responsible for providing any such insurance. Nothing herein shall be construed as requiring any Owner to obtain any insurance whatsoever as to his own personal property.



Section 9.6 Fidelity Insurance. The Association may maintain adequate fidelity coverage, if available, to protect against dishonest acts on the part of the directors, officers, trustees, and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall (i) name the Association as obligee, (ii) be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves, (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation, and from and definition of "employee" or similar expression, and (iv) provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least fifteen (15) days written notice to the Association.

Section 9.7 Other Insurance. The Association may obtain such additional insurance coverage against such additional risks as it shall determine to be appropriate.

Section 9.8 Indemnification.

(a) **Indemnification.** The Association shall indemnify each director, officer, property manager, their respective successors, personal representatives and heirs, against all losses, costs and expenses, including attorney's fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their position with or employment by the Association, except as to matters as to which such person(s) shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director, officer or property manager in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director, officer or property manager is entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense, provided, however, that nothing in this Section 9.8 contained hereto shall be deemed to obligate the Association to indemnify any member or Owner who is or has been a director, officer or property manager of the Association with respect to any duties or obligations assumed or liabilities incurred by him as a member or Owner under and by virtue of this Declaration.

(b) No independent contractor, including a director, officer, member or owner providing services to the Association as an independent contractor, shall be protected by this indemnification provision, any indemnification provision provided for in the Bylaws of the Association or any insurance policy obtained by the Association in relating to any such indemnification provision.

ARTICLE X
CONDEMNATION



Section 10.1 Consequences of Condemnation. If at any time or times pursuant to this Declaration, all or any part of the Common Property shall be taken or condemned by any public authority, or sold or otherwise disposed of in lieu or in avoidance of such condemnation, the provisions of this Article shall apply.

Section 10.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award", shall be payable to the Association, which may distribute the Condemnation Award to the owners or apply such proceeds to the payment of the expenses of the Association in lieu of such distribution. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Disbursement of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

Section 10.3 Reorganization. In the event a partial taking results in the taking of a complete Lot, the Owner thereof automatically shall cease to be a member of the Association and such Owner's interest shall thereupon terminate.

ARTICLE XI
SPECIAL VOTING CONSIDERATIONS

Section 11.1 Sixty-Seven Percent Vote. Except as otherwise provided herein, unless at least 67% of the Owners of the Lots (based upon one vote for each Lot) on the Property have given their prior written approval, the Association shall not:

- (a) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or an Owner;
- (b) fail to maintain fire and extended coverage on insurable Common Property and other property of the Association on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs;
- (c) use hazard insurance proceeds for losses to any Common Property or other property of the Association for other than the repair, replacement or reconstruction of such property.

Section 11.2 Majority Vote. In all other respects, the affirmative vote of a majority of the membership represented at a meeting of the Association and entitled to vote on the subject matter shall be the act of the Association unless another number is specifically designated as the required affirmative vote by the specific provision of this Declaration under consideration.

ARTICLE XII
RIGHTS OF MORTGAGEES



Section 12.1 Notification of Default. A Mortgagee is entitled, upon written request, to written notification of any default in the performance by an individual Owner of any obligation under this Declaration which is not cured within sixty (60) days.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Enforcement. Each Owner and such Owner's family, tenants, guests and invitees shall be bound by and shall comply with this Declaration and Association's Articles of Incorporation, Bylaws and rules and regulations. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration the Association's Articles of Incorporation, Bylaws and rules and regulations. Failure by the Association or by any Owner to enforce any provision, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any civil action to enforce any provision, covenant, or restriction, the prevailing party shall be entitled to an award of reasonable attorney fees.

Section 13.2 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in force and effect.

Section 13.3 Declaration Amendment. The covenants, conditions, restrictions and liens of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Declarant may, for a period of five (5) years from the date of recording of this Declaration, make such minor and technical amendments to this Declaration as Declarant deems appropriate. Additionally, this Declaration may be amended by an instrument signed by at least 75% of the Owners of the Lots (based on one vote for each Lot).

Section 13.4 Plat Amendment. Declarant reserves the right to amend the Plat described herein so as to make minor adjustments to Lot lines of Lots then owned by Declarant as Declarant deems appropriate for a period of five (5) years from the date such Plat is recorded.

Section 13.5 Assignability. Declarant's rights hereunder shall be freely assignable.

Section 13.6 No Partition or Subdivision. No action shall be brought for partition or subdivision of a Lot between or among the owners thereof, except as set forth herein as to Duplex Lots. Each Owner hereby expressly waives any and all such rights of partition or subdivision he may have by virtue of his ownership of a Lot. This Section 13.6 shall not, however, be interpreted to prevent adjustments to Lot lines agreed to by the Owners of the Lots affected, upon approval of the Board and any necessary approval from the then governing governmental entity.



IN WITNESS WHEREOF, Declarant has caused its names and seals to be hereunto signed and affixed by its duly authorized officer this 3rd day of April, 2006.

Robert B. Stahl
ROBERT B. STAHL

Virginia Stahl
VIRGINIA STAHL

Brian T. Stahl
BRIAN T. STAHL

STAGECOACH SKI CORPORATION

By: Christopher G. Wittemyer
Christopher G. Wittemyer, Secretary

STATE OF Colorado)
County of Routt) ss.

The foregoing instrument was acknowledged before me this 3rd day of April, 2006 by Brian T. Stahl, individually, and as attorney in fact for Robert B. Stahl and Virginia Stahl.

Witness my hand and official seal. My commission expires: 8.4.08

Rebecca L. Wilhelm
Notary Public





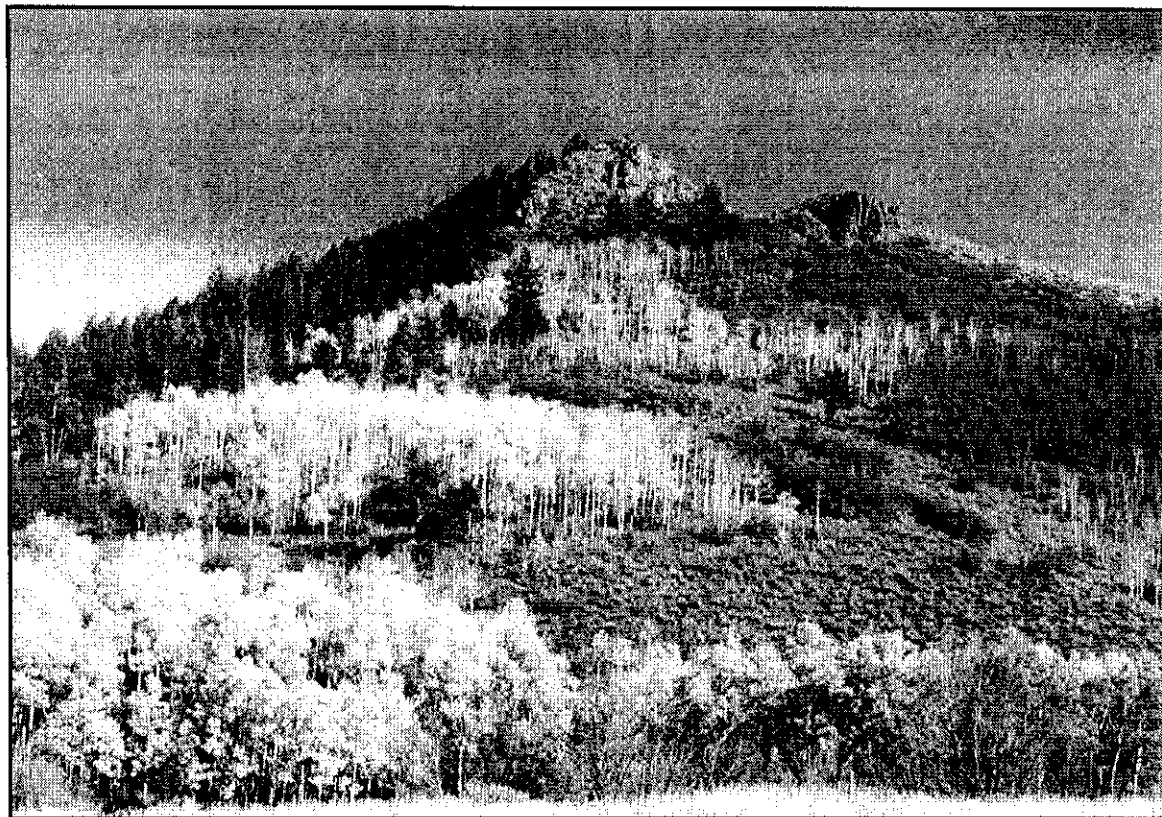
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Kay Weinland Routt County CO DECL COV R 225.00 D 0.00

EXHIBIT A

NEIGHBORHOODS AT YOUNG'S PEAK DESIGN GUIDELINES



AUGUST, 2005



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I. PURPOSE OF DESIGN GUIDELINES – The overarching goal of The Neighborhoods at Young’s Peak Design Guidelines (the “Guidelines”) is to promote neighborliness and a community feel. Within the neighborhoods, innovation, beauty, and quality of construction of the homes are strongly encouraged.

In accordance with the requirements established by The Neighborhoods at Young’s Peak (NYP) Declaration of Covenants, Conditions, and Restrictions (CC&R's), this document sets forth the architectural, site planning, and landscape guidelines that state the general design theme of all lots within NYP. The CC&R's are binding upon all property Owners and other persons in NYP who at any time construct or modify any improvement within NYP, or make any change in the natural or existing surface, drainage, or plant life in NYP. The attached Design Guidelines have been incorporated into the CC&R's as an integral part thereof, and are administered and enforced by the NYPOA Board and Design Review Board (“DRB”) in accordance with the CC&R's.

This document may be amended from time to time by the NYPOA Board of Directors. It is the responsibility of each individual lot owner, architect, general contractor, and all other persons subject to these Guidelines to obtain and review a copy of the most current Guidelines.

II. DESIGN PHILOSOPHY & STYLE – NYP is located in Stagecoach, adjacent to Stagecoach Reservoir, Stagecoach Mountain, Lynx Pass, National Forest Land, and a handful of existing single family and multi-family residences. The character of the region is primarily a rural, low density housing area with superb recreational amenities, open space and views, and a few remaining agricultural properties. There is no one distinct architectural style prevalent in the area, although a majority of homes tend to incorporate a character reminiscent of a rural, alpine environment (i.e. more use of natural materials, such as wood and log, steeper roof pitches, use of decks for outdoor space).

The philosophy behind these design guidelines is to encourage design styles that respect the rural and mountain environment in which the development is located by incorporating natural materials that blend and are compatible with the native landscape and to create functional and aesthetically pleasing neighborhoods by instituting sound planning and urban design principles.

There are three distinct neighborhoods that comprise NYP: the Doublecreek, Young’s Peak, and Blacktail Meadows Neighborhoods. Due to their physical separation by existing developments and open space and because of their location and proximity to unique natural features, there is an opportunity to encourage that each neighborhood develop a unique character, while still incorporating basic underlying design principles.



The design guidelines that follow begin with design principles that all development within the NYP must adhere to, followed by additional criteria that are specific to certain lots within each neighborhood.

III. ARCHITECTURAL DESIGN – The purpose of this section is to outline the specific architectural details and site planning techniques that each structure must conform to in order to comply with the overall design philosophy.

A. EXTERIOR MATERIALS – Materials should reflect the natural environment found in and around Stagecoach and should blend in with the natural landscape and should be sturdy enough to withstand a harsh climate, as well as be relatively low maintenance. Exterior materials shall predominantly consist of wood and native stone.

The following is the approved exterior material list that must be incorporated into the design of houses:

- a. Wood: beveled or tongue-in-groove board siding, board-on-board, board and batten; cedar shingle, and log are allowed; bare metals that have architectural aging qualities (corrugated metal, etc.) are also allowed; stucco may be used as accent material only.
- b. Native stone is encouraged, but simulated, imitation, or cultured stone are allowed. River rock veneer should be limited and only be used when the Design Review Board (the “DRB”) feels it resembles its natural native counterpart.
- c. Synthetic siding like aluminum, vinyl, and fiberglass are prohibited, unless the DRB determines, on a case by case basis, that these materials would be indistinguishable from their natural wood counterparts, such as hardboard.
- d. Colors: Natural, earth tone colors, or “subdued” colors are preferred; white and primary colors shall be used only for accent or trim.
- e. If a desired material is not on this list, the DRB may approve an alternative material if it is deemed by the DRB to accomplish the overall goals of the Design Guidelines.

B. ROOFS – Roofs tend to be the most prominent visual feature of a house. Pitched roofs are more indicative of an alpine environment and are more practical than flat roofs in a snowy climate.

- a. The minimum roof pitch shall be 5:12; however, roof pitches between 8:12 and 12:12 pitch are preferred; One-third (1/3) of the horizontal roof area may



be flat; Lower pitches are discouraged, but may be allowed at discretion of DRB;

- b. Snow shed protections for pedestrian and vehicle areas, to the extent practical, shall be included;
- c. Articulation of large roof surfaces through the use of dormers and other architectural roof features is encouraged;
- d. Roofing material shall be non-reflective and shall consist of raised seam metal roofs, asphalt shingle, fire retardant treated wood shingles or shakes, rusted corrugated metal or other material approved by the DRB.

C. WALLS – Long walls without any breaks or articulation are not allowed. Offsets and indentations in wall planes create visual interest and add depth via shadow lines. Offsets shall be more substantial than simply changing the texture of an existing material, they should be structural.

D. WINDOWS – Windows provide an opportunity to reinforce human scale and to add interest and individual character to structures. Windows should generally convey a traditional rectangular pattern and avoid circular and triangular patterns. The historical proportion and orientation of windows in the region tends to be vertically oriented with a height to width ratio of 2:1. Windows of unusual shapes and sizes and the use of colored, reflective, or mirrored glass are discouraged. Semi-circular windows incorporated with rectangular or square window patterns mentioned above shall be deemed appropriate.

E. GARAGE PLACEMENT – In most neighborhoods in America, as in Routt County, garages are typically placed at the front of the house and are the most dominating feature of the house, as viewed from the street. This “garagescape” effect creates an unsightly view from the street, as all you can see of the house is the garage door. Furthermore, it can also deter social interaction among neighbors as residents typically arrive and leave from inside their garages without the opportunity to interact with other people. De-emphasizing the garage from the front facade creates the opportunity for a front porch or other architectural features to be the most visible parts of the house to the street, which helps portray a more welcoming façade to the street.

There are several methods for de-emphasizing the garage, while still allowing for a normal sized garage and ease of access in and out of the site. All structures shall have at least a one car garage (the affordable housing units are strongly encouraged to have garages, but they are not required). Duplex units shall have at least a one car garage per unit. Two-car garages are strongly encouraged in the Doublecreek Neighborhood and Lots 9-13 in the Blacktail Meadows Neighborhood. All lots with garages (where they are required) must incorporate one of the following techniques:

- a. Option I: The front façade of the garage shall be setback at least ten (10) feet further from the street than the front façade of the house (see Figure A below); and the street facing façade of the house shall be at least five (5) feet wider



than the garage to establish the house as the dominant feature (see Figure B below);

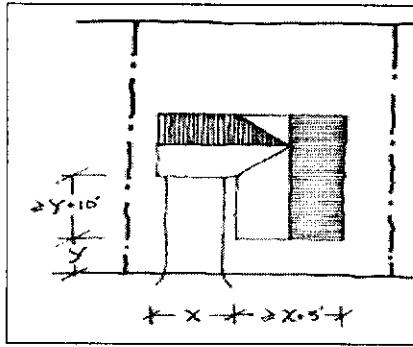


Figure A



Figure B

(Note: garages may be attached or detached to the house)

- b. Option II: Garages may be located in front of the façade of the house if it is side loaded (i.e. instead of the garage doors directly facing the street, the garage is turned 90 degrees to the side, so that the garage doors are much less visible from the street (see Figure C below for example).

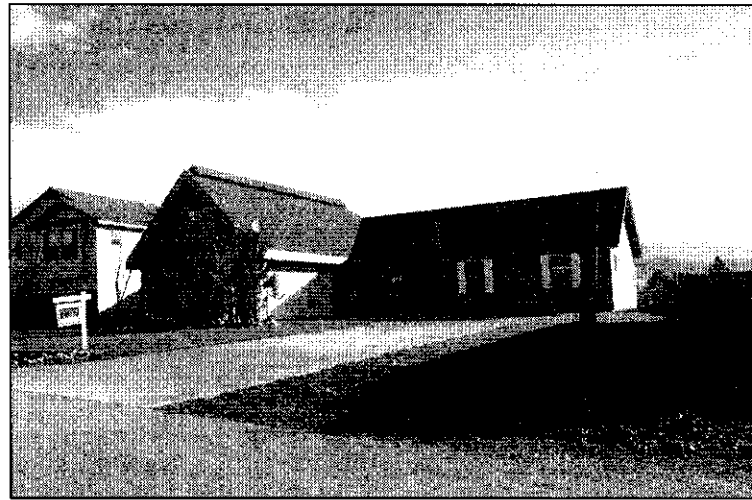


Figure C

- c. Option III: If the topography of the lot does not allow the garage to be located at least 10' behind the façade, the front façade of the garage may be located closer to, or on the same plane as the front façade of the house (but not in front), provided that the garage doors utilize materials and colors similar to the primary structure to make the doors blend in with the house, so that they essentially “disappear” from view (as demonstrated in Figure D below);



Figure D

- d. Three car bays shall be permitted provided they comply with the requirements in Section (a.) above. In addition, the third bay shall be setback by at least 36" from the other two garage bays to prevent a long, uninterrupted façade (see Figure E below);

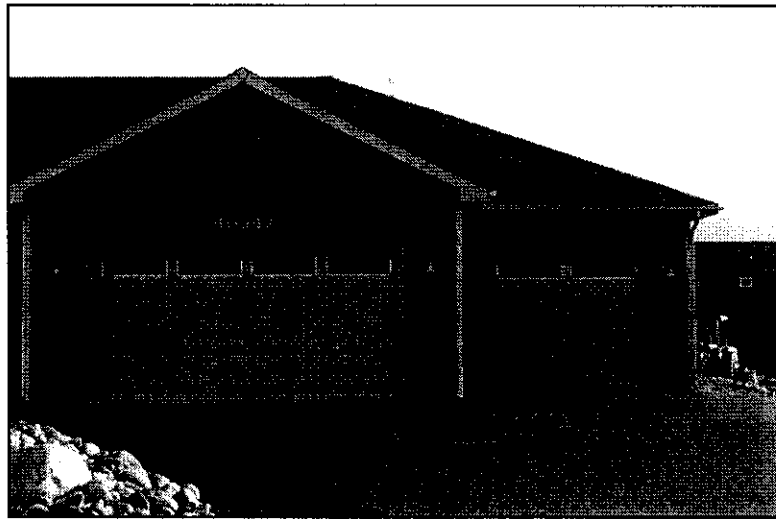
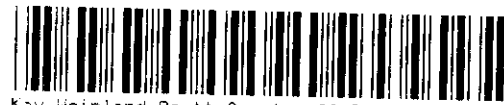


Figure E

F. STREETScape ELEMENTS – In order to encourage a community feel and neighborliness and a pleasing human and pedestrian scale to the street facing façades, the following architectural and site planning details shall be incorporated:

- a. All street facing facades are strongly encouraged to have a street oriented entrance and principal window (the entry door shall not be setback more than 10' from front façade); and,



- b. All homes are encouraged to have a covered porch of at least fifty (50) square feet with a minimum depth of eight (8) feet on the front façade (similar to the examples below); and,



- c. Where the front lot line is generally parallel to the street, the front facades of buildings shall be parallel to the street and not at an angle;

G. DUPLEX STANDARDS – There are a total of twenty-five (25) duplex lots in the development, including nine (9) duplex lots in the Young's Peak Neighborhood and sixteen (16) duplex lots in the Blacktail Meadows Neighborhood. The same standards that apply to single-family residences, also apply to duplexes. In addition the following standards apply:

- a. The duplex structure shall architecturally attempt to simulate the character of a single-family structure. The individual units of each duplex shall not mirror each other. To that end, each duplex shall incorporate at least three (3) of the seven (7) following design elements to provide variety in design in each unit comprising the duplex:
1. Different silhouette of the rooflines;
 2. Different massing;
 3. Different location on façade for entry;
 4. Different size and placement of windows;
 5. Varying of front setback; or
 6. Varying of the size and placement of garage doors.
 7. Different unit sizes, e.g. one unit shall comprise at least two-thirds (2/3) of the total structure and the other unit shall comprise one-third (1/3) the size of the total structure;

IV. ADDITIONAL DESIGN CRITERIA FOR SPECIFIC LOTS

A. YOUNG'S PEAK NEIGHBORHOOD:

1. **Ridgeline Protection Zone** – Lots 19-30 comprise a portion of a ridgeline. To avoid skylining from viewpoints along County Roads 14 and 16, a



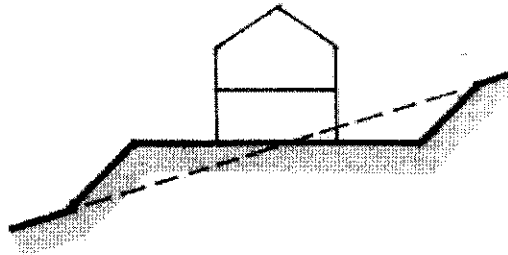
thorough view analysis has been conducted, resulting in building location and height restrictions. The following restrictions shall be applicable to structures constructed on those lots:

- a. Lots 20-24: These lots include building envelopes, which designate the portion of the lot that is allowed to be used for the structure. The specific location of the building envelope is designated on the final plat. No portion of the building shall be allowed outside of the building envelope. In addition, a twenty-five (25) foot height limit is imposed on structures at the ridgeline edge of the building envelope. From that point, the structure may rise one (1) foot for every one (1) foot of setback from the ridgeline edge of the envelope, until the structure reaches the maximum allowed 35' building height.
- b. Lots 25-30: These lots include building envelopes, which designate the portion of the lot that is allowed to be used for a structure. Consult the final plat for the specific location and boundary of the building envelope. No portion of the building shall be allowed outside of the building envelope. In addition, a fifteen (15) foot height limit is imposed on structure at the ridgeline edge of the building envelope. From that point, the structure may rise one (1) foot for every one (1) foot of setback from the ridgeline edge of the envelope, until the structure reaches the maximum allowed 35' building height.
- c. Lot 19: This lot includes a building envelope, but no height restriction is included beyond what is already required by the Low Density Residential (LDR) zoning established by Routt County.
- d. Structures on these lots shall be exempt from the requirements of Garage Placement. De-emphasizing the appearance of the garage from the street utilizing other methods is still encouraged.
- e. Activity Outside the Building Envelope: No buildings are allowed outside of the building envelope. It is permissible, however, to have a backyard area that extends beyond the envelope to the north provided that it is low in profile and respects the visibility of the lot from viewpoints below. Specifically, it is permissible to have a backyard area that extends a maximum of 30' out from the north end of the building envelope that may consist of a yard and amenities normally associated with backyards, such as swing sets and playground equipment, barbecue grills, outdoor deck furniture, trampolines, etc. and outdoor living space, such as a deck, patio or terrace. Decks, patios, and terraces are allowed provided they are less than 30" in height and do not include railing. Fences may enclose this backyard area, but may be no taller than 6' in height and must be split rail in type of construction. No opaque fences are allowed.



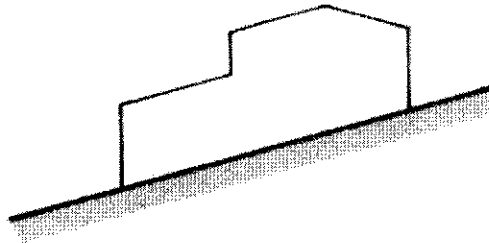
2. **Hillside Lots Construction Guidelines** - The above lots are also hillside lots and, as such, require additional design considerations to ensure that development reduces impacts to the natural environment and to neighboring properties. In general, the following principles shall apply:

- a. Avoid grading to create benched or terraced hillside sites. Grading on sloping terrain for the purpose of accommodating houses designed for non-sloping conditions will not be a basis for an acceptable hillside site plan.

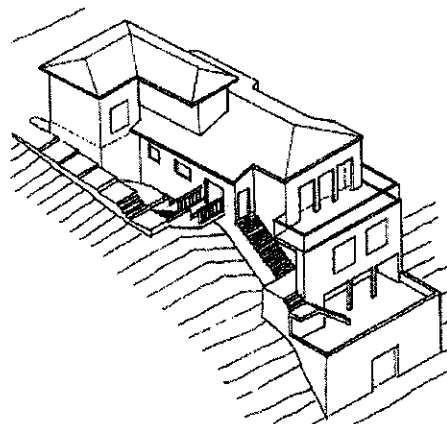


An example of an unacceptable method for constructing on hillside lots

- b. Limit grading for house construction on hillsides to driveways, garage pads, yards, and understructure areas. House foundations should step with the terrain to minimize grading. Use of retaining walls shall be limited to a maximum of six (6) feet in height before they must be stepped back.



Homes on hillsides should be split-level, following the slope. Grading should be minimized.



An example of how homes on hillsides should “step” up the slope.

3. **Lots 61 & 62** – Lots 61 and 62 in the Young’s Peak Neighborhood contain small areas of isolated wetlands and building envelopes to prevent any structure from impacting the wetlands. In addition to building restrictions in the wetlands, these wetlands shall be further protected by not allowing any new landscaping, dredging, filling, or placing of any accessory structures in the wetlands, such as sheds. Further, people and household pets can damage wetlands, so lot owners are encouraged to fence the wetlands to prevent unnecessary damage.

B. DOUBLECREEK NEIGHBORHOOD: Located adjacent to the base of Young’s Peak, the Doublecreek Neighborhood contains unique natural features, such as two creeks, views of Stagecoach Reservoir, associated riparian vegetation, and an aspen tree grove. To protect these qualities, building envelopes limiting the area of disturbance are included and noted on the final plat, however, fencing, yards, decks, patios, and play structures are allowed outside of the building envelopes within the lot lines. All of the requirements placed on single-family residences and caretaker units apply to structures built here.

C. BLACKTAIL MEADOWS NEIGHBORHOOD:

1. **Hillside Protection Zone** – Studies conducted during subdivision design recommended that no development occur on the hillside to the south of the Blacktail Meadows Neighborhood and a Hillside Protection Zone (“HPZ”) was created and shown on the final plat to denote this area of restriction. Pursuant to soils engineering recommendations, the County has required that the developer create a berm across the hillside within the HPZ. In addition to preventing structures or fencing within the HPZ, there shall be no grading or leveling of the ground surface within the HPZ. No landscaping or ground cover shall be planted within the HPZ without written approval of the DRB. The surface of the ground within the HPZ shall not be irrigated other than the

minimum amount necessary to assist in establishing native vegetation, and only upon specific written approval by the DRB.

2. **Enclave Lot Restrictions** – Due to its sensitive natural features, the only impacts allowed outside of the building envelopes in the Enclave portion of the Blacktail Meadows Neighborhood (Lots 9-13) are landscaping, which includes a turf lawn area, a driveway and fencing.
3. **Possibility of Affordable Housing Duplex Lots** – It is possible that the 16 duplex lots (or contiguous blocks of lots thereof) in the Blacktail Meadows Neighborhood will be developed as an affordable housing development by Yampa Valley Housing Authority (YVHA) or others. If this scenario occurs, structures on these lots will have their own set of design guidelines, so that they remain affordable to the residents. In order for the units to be compatible with the free market units, minimum standards have been established (as noted below). If these lots are not developed as affordable housing with deed restrictions, then the lots shall be subject only to general duplex design standards found earlier in the Guidelines.

The following requirements shall apply for the possibility of affordable housing duplex lots in the Blacktail Meadows Neighborhood:

- a. Materials otherwise allowed under these guidelines are required on the street facing façade to retain an aesthetically pleasing streetscape, but more “economical” materials are allowed on the sides and rear facades to maintain affordability. The use of low quality exterior materials, as decided by the DRB, is prohibited.
- b. The affordable housing units may be smaller than the free market homes to aid in affordability. The minimum unit size shall be 1,200 square feet (not including the garage) to maintain a scale that does not detract from the free market units.
- c. At least a one car garage per unit is strongly encouraged, but a garage is not required.
- d. The duplex shall architecturally represent a single-family structure and the dwelling units shall not mirror each other by incorporating at least two (2) of the seven (7) following design elements:
 1. Different unit sizes, e.g. one unit shall comprise two-thirds (2/3) of the total structure and the other unit shall comprise one-third (1/3) the size of the total structure;
 2. Different silhouette of the rooflines;
 3. Different massing;
 4. Different location of entry;





5. Varying the size and placement of windows;
6. Varying of front setback;
7. Varying the size and placement of garage doors.

D. Waterbody Setback Requirement – In order to protect water quality and reduce adverse impacts to wildlife habitat and visual quality surrounding water bodies, the Routt County Zoning Resolution requires that all structures and improvements which require a building permit or other County approval be located a minimum 50’ setback from the ordinary high water line of all water bodies. NYP was designed to avoid any intrusion into the 50’ setback through the inclusion of building envelopes on a portion of lots. Lots without building envelopes that are adjacent to a Waterbody shall utilize a surveyor to determine where the required 50’ setback occurs on their lot to ensure the structure is outside of the setback.

According to the current Routt County Zoning Resolution, exceptions to this regulation may be approved by Routt County under certain circumstances. Please consult the Routt County Planning Department for guidance.

V. LANDSCAPING, FENCING, ACCESSORY STRUCTURES

A. Landscaping – While many of the lots are located in open meadow areas and some are devoid of trees or other significant vegetation, others have mature trees and other vegetation. New landscaping shall be provided to provide privacy as well as aesthetic appeal. The following shall be adhered to:

- a. Each lot shall install a minimum of six (6) trees on their lots.
- b. Removal of existing vegetation, including grading activities, on a lot is prohibited unless approval from the DRB has been obtained.
- c. The ridgeline lots, Lots 20-30 in the Young’s Peak Neighborhood, require additional landscaping in order to help mitigate their visual impacts from public areas below. As such, a minimum of ten (10) trees shall be provided on the lot, with a minimum of five (5) trees placed between the structure and the top of the ridge to provide partial screening of the structure, as viewed from County Road 14 and County Road 16.
- d. At least half of the trees required shall be evergreens and the remainder may be deciduous (e.g. aspens) or ornamental.
- e. The minimum size of trees are six (6) feet in height for evergreen trees, 1 1/2” caliper for deciduous trees and 1 1/2” caliper for ornamental trees.
- f. Landscaping shall be planted in an informal, natural manner and planting of trees in straight lines, circles, or other unnatural patterns should be avoided.
- g. The list below is a recommended landscaping list of appropriate type landscaping for the area:



Evergreen Trees

- Subalpine Fir
- Engelmann Spruce
- Colorado Blue Spruce
- Lodgepole Pine
- Limber Pine
- Ponderosa Pine

Deciduous Trees

- Rocky Mountain Maple
- Boxelder
- Quaking Aspen
- Narrowleaf Cottonwood
- Gambels Oak

- h. Given that the region is an arid landscape, owners are strongly encouraged to use xeriscaping and water conservation methods and minimize the use of formal manicured lawns with water intensive grasses such as Kentucky Bluegrass.

B. Front Yard Fencing – Front yard fencing shall not be more than 48” in height, as measured from natural grade, in all areas forward from the front of the front façade of the house, to allow the front yard to become an extension of the streetscape and to prevent a wall from occurring between the house and the street. In order to create a uniform design throughout the subdivision, the only acceptable fencing design shall be split rail (see example of split rail in photo below). Either two, three, or four rail split rail fences are acceptable. A natural wood stain shall be applied to fencing. All fencing shall be reviewed for approval by the DRB prior to installation.



C. Side and Rear Yard Fencing – Side and rear yard fencing (i.e. fencing from the front façade of the house to the rear) shall be no more than 6’ in height and shall utilize split rail fencing for design. Either two, three, or four rail split rail fences are acceptable. Chicken wire may be used between the rails in the fence in the side and rear yard fences for restraining pets. Homeowners may also install an “invisible electric pet fence”. A natural wood stain shall be applied to fencing. All fencing shall be reviewed for approval by the DRB prior to installation.

D. Additional Dwelling Units –Additional Dwelling Units are allowed on the following lots in The Neighborhoods at Young’s Peak:

- Young’s Peak Neighborhood: Lots 1-14; and
- Blacktail Meadows Neighborhood: Lots 1-9; and Doublecreek Neighborhood: Lots 1-8.



Additional dwelling units shall be limited to 800 square feet and one bedroom per unit and may be either attached or detached from the primary unit. If detached from the primary unit, the additional dwelling unit shall be located above a detached garage. A maximum of two vehicles per additional dwelling unit shall be allowed parked on the lot at any one time.

D. Accessory Structures – Accessory structures are those structures detached from the principal structure and are ancillary in use to the principal structure, such as a shed. With the exception of detached garages and detached caretaker units above garages, accessory structures shall be limited in size to no greater than 10% of the gross floor area of the principal structure. All accessory structures, and detached garages, shall comply with the required setbacks for the principal structure. Only one accessory structure per lot shall be allowed, except for duplex lots that may have two accessory structures.

E. Outdoor Storage – All outdoor storage is encouraged to be in an enclosed structure or stored behind the house and out of site from the street to the extent possible.

F. Routt County Requirements – Owners shall be required to comply with the applicable requirements of the Routt County Zoning and Subdivision Regulations, or as modified by The Neighborhoods at Young’s Peak PUD (see PUD document for specific details). If there is a question as to a regulation, contact the Routt County Planning Department for assistance.

G. Outdoor Lighting – All outdoor lighting shall be directed downward and completely shielded so that no part of the light bulb is visible from neighboring properties. Generally, appropriate night lighting may be provided for security and safety. Both construction and permanent exterior lighting should be designed to conserve energy and to eliminate glare or annoyance to adjacent properties or public areas. Primary light sources should be shielded and directed downward. Light bulbs should be of a minimal wattage and have a warm light color.

VI. SITE WORK/GRADING/DRAINAGE/UTILITIES

A. Site Work – Site grading shall be limited to construction of new foundations/basements of the home and garage. Excess fill shall be removed from the site as soon as possible and disturbed areas shall be re-vegetated within one growing season. Disturbance or fill in wetland areas is prohibited without DRB approval and all applicable governmental permits.

B. Grading and drainage – Site grading and drainage must occur with minimum disruption to the lot, without altering natural drainage patterns as runoff leaves lot or utilizing designated drainage easements.



- C. **Driveways** – Each lot shall have only a single access from the street. Paving of driveways is encouraged to minimize mud and debris being tracked onto the street, but not required. Each lot shall provide off-street parking for a minimum of two vehicles.

VII. CONSTRUCTION REGULATIONS

A. **Construction Regulations:** During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other lots or open space. Owners and builders shall clean up all trash and debris at the end of each day and an appropriate trash receptacle must remain on site all times for this purpose. Any clean up costs incurred by the DRB or the Association in enforcing these requirements shall be payable by the owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces, and driveways. Allowed construction hours of operation shall be from 7AM to 7PM. Contractors are not allowed to bring unleashed dogs onto the site.

VIII. DESIGN REVIEW PROCESS

- A. **General:** Individual site and landscaping plans, building designs, and building remodels and modifications shall be reviewed and approved by the Design Review Board (DRB) before any work commences. The design review process is outlined below.
- B. **Design Review Board:** The original DRB shall be made up of three representatives who are appointed by the developer of The Neighborhoods at Young's Peak. Following the expiration of the period of developer control, the DRB shall be appointed according to the Declarations. At least one representative shall be a design professional.
- C. **Submittal Requirements:** Three sets of the site plan, floor plans, all exterior elevations, and the exterior color scheme depicted with material samples and/or paint samples shall be submitted to the DRB. Site plans shall be 1" = 10' scale and floor plans and exterior elevations shall be at 1/4" or 1/8" = 1'. Photos of existing homes that are representative of the proposed design are encouraged to be submitted. Plans should be on 24" x 36" paper and each set should be bound with a cover page indicating the date of submission, the applicant and lot owner(s) name(s), owner address, phone number, and architect/engineer information.
- D. **Design Review Procedures:** Depending on the number of submissions, a decision in writing to approve or not approve will generally be made within 45 days following submission of all required documents. A meeting may be requested by the DRB to discuss details of the plan. Approvals are valid for three years from the date of approval. After approvals, the construction drawings must be submitted to the Routt County Building Department for regulatory approvals.



- E. Stagecoach Property Owners Association (SPOA):** It is anticipated that it will be necessary to receive plan approvals from SPOA's design review committee for determination of compliance with their covenants. If necessary, submittals to SPOA may precede or be concurrent with NYP submittals to the DRB.
- F. Fees:** A \$350 fee is required for review of the plans by the DRB. The fee shall be payable with the submittal of the plans (note: this fee includes the review and feedback by a licensed design professional).
- G. Exemptions:** Re-painting or re-staining, of the same color, associated with the prudent maintenance of an existing residence and interior remodels do not require approval by the DRB.
- H. Additions:** Building additions, and exterior remodels require re-review by the DRB in accordance with the above procedures.
- I. Variances:** Variances from the provisions of these Guidelines may be requested from the DRB if requests are consistent with these Guidelines and do not impose significant impacts on adjacent properties. The granting or denial of variance requests is left to the discretion of the DRB and shall be based upon these Guidelines and the overall intent of the CC&R's.