

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
for
CODY PARK
FREMONT COUNTY, COLORADO

CODY PARK PROPERTY OWNERS ASSOCIATION, INC. (hereinafter the "Association"), the owners of real property situated in the County of Fremont and State of Colorado, known as Cody Park Filing 1 through Filing 16 (Cody Park) and all subsequent filings of Cody Park as shown by the plats and/or maps (hereinafter referred to as "Lots" or "Lot") thereof recorded with the County Clerk and Recorder, Fremont County, Colorado, by a lawful vote of the Lot owners, as further set forth herein below, stating that all roads in Cody Park shall be for the exclusive use and benefit of the owners of the Lots described thereon, and further, in order to protect the living environment and preserve the values in said development, hereby declare that the development shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, restriction and provision shall inure to and run with the land and shall apply to and bind the respective successors in interest of the present owners. The property composing the above mentioned development is made specifically subject to the following described covenants and restrictions (the "Covenant" or "Covenants"). This Amended and Restated Declaration of Protective Covenants supersedes and replaces any other Declaration of Protective Covenants pertaining to Cody Park and recorded with the Clerk and Recorder of Fremont County, Colorado.

I. **INTENT:** It is the intent of these Covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger. Further, it is intended that the natural environment be protected to the fullest extent possible and disturbed as little as possible.

II. **PROPERTY OWNERS ASSOCIATION:** The Association will be operated as per the By-laws of the association.

(a) **MEMBERS:** Every property owner and co-owner will automatically be a member of the Association and will automatically cease to be a member of the Association when a property owner ceases to be an owner of a Lot.

(b) **PURPOSE:** The purpose of the Association is to use its authority, as given in the BY-LAWS:

- (1) To enforce these protective Covenants.
- (2) To assess property owners annual dues based on an annual budget to be approved by the Association's Board of Directors (the "Board"), as may be amended from time to time by the Board pursuant to policies and procedures approved by the Board and to make special assessments as may be required to fulfill the purposes of the Association based upon any such amended budget.
- (3) To see that assessment funds are used as intended, including, but not limited to the payment of common area costs, and to own and provide upkeep and improvements to all roads in Cody Park, which are private and intended for the use of all Lot owners of Cody Park Filing 1 through Filing 16 and all subsequent filings of Cody Park.

(4) Should any property owner fail to pay assessments when due, the Board shall follow the steps given in the By-Laws or any subsequent Resolution adopted by the Board for the collection of delinquent dues which may result in a lien filed against the owner for collection purposes. If the assessments remain unpaid after the filing of the lien, the Board may take any other legal action available by law, including foreclosure.

III. **DWELLINGS:** No residential structure shall be built in Cody Park that is less than 800 square feet of living space, unless such structure is given prior approval from the Board. The 800 square feet is exclusive of garage, porches, balconies, decks, etc. Only one residence per Lot is allowed regardless of Lot size. The construction of a residential structure must have a Fremont County permit before construction begins. The construction of any other structure, remodel, add-on, etc. must also comply with Fremont County building regulations. No structure shall be constructed on Cody Park for any commercial activity.

IV. **SET BACKS:** No structure may be erected within fifty feet of the right-of-way line of any road within Cody Park nor within twenty-five feet of any side or rear line of any Lot.

V. **TRASH AND RUBBISH:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition.

VI. **EASEMENTS:** Utility easements shall extend twenty-five feet on either side of all boundary lines for all Lots in Cody Park. No easement, right of way, or legal interest in any Lot which could be construed as granting any easement or right of way, shall be conveyed to any person on and across any Lots in Cody Park for access to any private road owned by the Association without the prior written consent of the Board, which shall not be unreasonably withheld, but which may require conditions, including but not limited to payment of assessments, dues, fines, and fees to the Association.

VII. **NUISANCES:** No owner shall cause or allow the origination of excessive odors or sounds from his or her Lot. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his/her Lot or common area. In case of a dispute among Lot owners, at the request of an owner, the Board shall make the final determination of what constitutes a nuisance.

VIII. **ANIMALS:** Animals will be allowed in Cody Park for personal use by Lot owners. Any animals raised for commercial activity must be approved by the Board. Commercial feed lots and swine shall be prohibited from Cody Park. The Board is designated and appointed to act as the attorney in fact for all Lot owners in Cody Park for the purpose of entering into grazing leases under such terms and conditions as the Board shall deem appropriate, including, but not limited to the right of entry on and across all Lots within Cody Park for inspection, construction, removal, maintenance and control by the lessee or the Board of all exterior boundary line fences and gates.

IX. **MOTOR VEHICLES:** No motorized vehicle which is either nonoperational or non-licensed shall be kept or stored on any Lot unless said vehicle is kept or stored in a fully enclosed building, except for off-highway-vehicles (OHVs), such as ATVs, which are in operational condition. All of Cody Park's roads are private and all Lot owners have the privilege of using OHVs on such private roads. Using OHVs on other owners' Lot or Lots without permission, or using them in an unsafe or inconsiderate manner shall be considered a NUISANCE under Section VII of these Covenants.

X. **TEMPORARY RESIDENCES:** No structure of temporary character, nor basement, nor accessory building, nor tent, nor recreational vehicle, nor camper unit, nor trailer, nor other similar structure or vehicle (collectively the "Temporary Unit") shall be used on any Lot as a residence, except during the construction of a permanent residence. A written request to the Board for temporary residence for a period not to exceed six (6) months is required. Upon showing good cause, the Board may grant an extension of time. A Temporary Unit may be used for vacation camping for consecutive periods not to exceed a total of ninety (90) days in any twelve (12) consecutive month period, after ninety (90) days, the Temporary Unit must be removed from Cody Park. Upon showing good cause, the Board may grant an extension of time.

XI. **MOBILE HOMES:** Mobile homes shall not be permitted on any Lot within Cody Park except those areas that may be specifically designated for mobile homes. Doublewide mobile homes, in excess of 800 square feet, may be approved by the Board if the home has a pitched roof, wood siding, shingles, and it is placed on a permanent foundation.

XII. **LAND USE:**

(a) No lot shall be used except for residential purposes, except those lots specifically designated as "common areas." Notwithstanding the foregoing, Owners of a Lot or Lots are permitted to engage in any personal business, professional pursuit or hobbies provided that: (1) the uses are incidental to the use of the lot as a residence; (2) the uses conform to all applicable governmental ordinances; (3) the uses do not entail regular visits to the lot by employees or members of the public; (4) the uses do not compromise the residential character of Cody Park; (5) the uses do not produce additional traffic, noise, activity, or clutter; and (6) the uses do not interfere with other owners' or residents' safety, privacy, or enjoyment of their Lots.

(b) Except with the prior written consent of the Board, no person shall be allowed to exercise any control over the private roads, signs, dumpsters and other common assets owned, leased, or controlled by Board, within Cody Park. Adjacent Lots owned by the same owner or co-owners may be legally combined to form a larger Lot. Note that if an owner of a Lot combines Lots, the owner will have his or her number of votes reduced by the number of Lots reduced. Also, the restriction set forth in Section III (Dwelling) of these Covenants stating one residence per Lot still applies to the larger, combined Lot. A Lot may not be subdivided such that a Lot smaller than 35 acres is created or such that a Lot does not have access via an existing Cody Park road.

XIII. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant. Invalidation of any of those Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. The Board shall have the authority to enforce these Covenants on its own behalf or on behalf of any owner or group of owners, and shall have the authority to issue policies and procedures concerning such enforcement authority, including the right to collect reasonable attorney's fees and costs from any owner against whom an enforcement action requires legal counsel, whether or not suit is initiated.

XIV. **TERMS OF COVENANTS:** These Covenants are to run with the land and shall remain in full force and effect unless amended by the affirmative vote or agreement of Lot owners to which more than fifty percent of the votes in the Association are allocated.

XV. **SEVERABILITY:** Invalidation of any of these Covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XVI. **GOVERNMENT REGULATIONS:** To the extent that the applicable state, county, or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these Covenants, they shall supersede these Covenants and govern at all times.

XVII. **COUNTER PARTS:** This instrument may be executed in a number of counter parts any one of which may be considered an original.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration of Protective Covenants this 25th day of February, 2015 being the duly elected President of the Cody Park Property Owners Association and vested with the authority to execute same, pursuant to C.R.S. 38-33.3-217. The undersigned hereby certifies that this Amended and Restated Declaration of Protective Covenants was approved by the lawful majority of Lot owners required to execute such amendment.

[signed by Joseph Burns, President, Cody Park Property Owners Association]

[notarized]

February 25, 2015

