

DECLARATION OF PROTECTIVE COVENANTS FOR AUTUMN CREEK
(revised August 30, 2009).
(Revised March 4, 2017)

Autumn Creek Property Owners Association, Inc., a Colorado non-profit corporation, hereinafter referred to as the "Association" in order to protect the living environment and preserve the values in the Association, does hereby declare that the land 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 take effect and run with the land and shall apply to and bind the successors and assigns of the present owners. The property composing the above-mentioned land is made specifically subject to the following described covenants.

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 disturbed as little as possible.

II. PROPERTY OWNERS ASSOCIATION: The Autumn Creek Property Owners Association, Inc. will be operated as per the bylaws of the Association,

(a) **Members:** Every property owner will automatically be a member of the Property Owners Association.

(b) **Purpose:** The purpose of the Association is to use its authority, as given in the bylaws:

- (1) To enforce these protective covenants,
- (2) To assess property owners yearly assessments. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Parcel shall be a continuing lien, in favor of the Association upon the Parcel against which each such assessment, charge, fee or other sum is made.
- (3) To provide upkeep and improvements to all non-county roads in the Property.
- (4) To represent all property owners in matters of mutual interest.
- (5) To administer and lease grazing rights.

III. DWELLINGS: No primary dwelling shall be built on the Property that is less than 1,000 square feet of living space. According to Fremont County Zoning guidelines, ~~Zoning Resolution~~, only one (1) structure may be built a lot is limited to 1 principal use or structure. Mobile homes shall not be permitted on any parcel within the Property. Manufactured homes must be given the prior approval of the Property Owners Association Board and must conform to Fremont County Zoning Resolution and Building Department requirements ~~Guidelines (Section 1.5.90)~~. Any structure must be on permanent footing and foundation. No commercial activity shall be permitted unless approved by the Property Owners Association Board.

Home office usage is permitted providing that such business does not increase traffic in or out of the subdivision. Such home office usage where clientele and/or customers would visit the home office shall be prohibited unless prior approval is given by the Property Owners Association Board.

IV. SETBACKS: No structure may be erected within fifty feet of the right-of-way line of any road within the Property, nor within twenty five feet of any side or rear line of any parcel unless approved by the Property Owners Association Board. However, the parcel owner shall meet the Fremont County Zoning Resolution requirements on setbacks where they are greater.

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 so as not to endanger wildlife. A centralized trash collecting area with bear proof trash containers shall be provided on the Property.

VI. UTILITY EASEMENTS: A twenty (20) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a forty (40) foot utility easement is hereby set aside on the interior side of all exterior lotlines.

VII. NUISANCES: No owner shall cause or allow the origination of noxious, offensive or illegal activities on any lot, nor shall anything be done on any lot that shall be or become a nuisance or unreasonable annoyance to neighbors. The Association Board shall make the final determination of what constitutes a nuisance.

VIII. ANIMALS: Animals will be allowed on the Property for the personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association Board. Commercial feed lots and swine shall be prohibited from the Property.

IX. MOTOR VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.

X. TEMPORARY RESIDENCES: No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any parcel as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year. for no more than the equivalent of three (3) months per year.

XI. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five acres is prohibited.

XII. TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by not less than two-thirds majority of the land owners of the parcels has been recorded, changing said covenants in whole or part.

XIII. 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.

XIV. COUNTY REGULATIONS: To the extent that the applicable 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.

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

XVI. FEES AND ENFORCEMENT: All parcels within the Property shall be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Assessments may be increased only by majority vote of members of the Association. In no event shall Assessments exceed ~~\$325.00~~ **\$364.00** per parcel per year except that this amount may be increased by the greater of 12% per annum or the percentage increase, if any, in the "Consumer Price Index-All Urban Consumers" for Denver, Colorado, between January 1 of the year in question and of the preceding year. Any increase in Association dues will also require written assurance that any such increase will not cause additional regulatory or other requirements to be imposed upon the Association, Declarant or any property owner.

Assessments for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar year, the first year's fees will be prorated to the commencement date for the parcel involved. Fees shall be payable in advance in January of each year. Any assessment which is not paid when due shall be delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Parcel, and/or may suspend the delinquent Owner's right to vote. In the event a judgment is obtained, such judgment shall include late charges and interest on the assessment and reasonable attorneys' fees, together with the expenses and costs of the action. The Board may enforce such lien by filing with the Clerk and Recorder of Fremont County a statement of lien with respect to the Parcel, setting forth the name of the Owner, the legal description of the Parcel and the Owner's interest therein, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer of the Association and notice thereof shall be mailed to the Owner of the Parcel, at the address of the Parcel or as such other address as the Association ~~may~~ **may** have in its records for the Owner of the Parcel. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorney fees, charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the statutes and laws of the State of Colorado. Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgage on a parcel pursuant to these Covenants

and except as subordinated by law to the lien or real property taxes, the lien of the Association shall be deemed to have a priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a parcel.

EXHIBIT A

LEGAL DESCRIPTION OF AUTUMN CREEK

The East Half, the Southwest Quarter and the South Half of the Northwest Quarter of Section 17 and the Southeast Quarter of the Southeast Quarter of Section 18; the Northeast Quarter of the Northeast Quarter of Section 19, all that portion of the South Half of the Northeast Quarter of Section 19 lying North and East of the center line of Cottonwood Creek; all that portion of the South Half of the Northwest Quarter of Section 19 lying North and East of the center line of Cottonwood Creek, all that portion of the North Half of the Southeast Quarter of Section 19 lying North and East of the center line of Cottonwood Creek, and any portion of the North Half of the Southwest Quarter of Section 19 lying North and East of the center line of Cottonwood Creek; the North Half of the Northeast Quarter of Section 20, the Northwest Quarter, and all that portion of the Southwest Quarter of Section 20 lying North and East of the center line of Cottonwood Creek; the North Half, The Southeast Quarter, the East Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 21; the West Half of the Southeast Quarter and the Southwest Quarter of Section 27; the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the Southeast Quarter, the South Half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 28; the North Half of Section 33 and the Northwest Quarter of Section 34, all in Township 16 South, Range 73 West of the 6th P.M., Fremont County Colorado excepting therefrom the following described parcel:

The Northwest One-Quarter of Section 34, Township 16 South, Range 73 West of the 6th P.M.

AUTUMN CREEK PROPERTY OWNERS ASSOCIATION, INC.

The foregoing Amended and Restated Declaration of Protective Covenants For Real Property in the Autumn Creek Filings #1, 2 and 3 Fremont County, Colorado as Amended the 4th day of March, 2017 was acknowledged before me this

30th day of May, 2017 by. Karen M Green

Secretary of the Autumn Creek Property Owners Association, Inc.