

RECORDED JULY 9, 1976 at 8:30 AM.  
RECEPTION NO. 223621

DECLARATION OF PROTECTIVE COVENANTS  
THE STAGESTOP

KNOW ALL MEN BY THESE PRESENTS:

That whereas the Declarant, STAGESTOP, a limited Partnership, hereinafter sometimes called Subdivider, is the owner of all tracts in STAGESTOP subdivision, situated in the County of Park and State of Colorado.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representative, successors and assigns, and all persons or concerns claiming by, through or under, such grantees) of deeds to tracts in said tract of land, said Subdivider hereby declares to and agrees with each and every person who shall be or shall become owner of any of said tracts, in addition to the ordinances of the County of Park, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property. 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.

2. ARCHITECTURAL CONTROL COMMITTEE:

a. Purpose: To assure, through intelligent architectural control of building design, placement and construction, that STAGESTOP shall become and remain an attractive second home community, and to uphold and enhance property values.

b. Membership: The Architectural Control Committee is composed of three (3) persons appointed by Subdivider, provided, however, that after the erection of five (5) complete dwelling units within the subdivision the owners of said units will elect two (2) members of said committee. Term of membership on the committee is three (3) years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Subdivider will be represented on the committee until seventy five (75) per cent of the tracts in STAGESTOP are sold and until five (5) complete dwellings have been erected, after which all three (3) members will be from the homeowners group. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the construction plans and specifications to include materials and colors to be used and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony or external design with existing structures, and as to locations with respect to other structures planned, to topography and to finished grade elevation. Structural color schemes will be compatible with the natural environment of the subdivision. Natural or earth colors (shades of brown or green or natural wood) are required.

d. Procedure: Contact with the Architectural Control Committee will initially be made through the Subdivider. The committee's approval or disapproval as required in these covenants shall be IN WRITING. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants herein requiring approval by the Architectural Control Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

3. DWELLING AND LOCATION:

A building permit must be obtained from Park County, prior to construction of any structure. The minimum size of the main dwelling shall be 400 square feet and the width shall not be less than one third of the length. All structures must be first approved in writing by the Architectural Control Committee.

Dwellings will be set back a minimum of fifty (50) feet from front lot lines and twenty-five (25) feet from side and rear lot lines. If placed on temporary supports or blocks, dwellings must be skirted within 30 days of installation. The exterior of each dwelling, or other structure located on any lot shall be maintained in good repair and painted condition. Exteriors must be of colors to blend with the natural environment. ALL COLORS MUST BE FIRST APPROVED IN WRITING BY SUBDIVIDER OR ARCHITECTURAL CONTROL COMMITTEE.

a. Campers: All campers, where permitted by County zoning, must be of a temporary and transportable nature, and must comply with County regulations as regards disposal of sewage and gray water. Campers may not be left on the property year-round, but must be pulled in and out with use.

b. Exceptions: Set-back requirements as set forth above may be adjusted in cases of topographic limitations or where excessive destruction of trees or foliage would be necessary to comply. Exceptions must be granted IN WRITING by Subdivider or by the Architectural Control Committee.

4. REFUSE AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and containers shall be kept in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Garbage and trash will be taken off the property when campers leave, or be otherwise secured where animals cannot get to it, and thus will not be encouraged to remain in the vicinity of houses and camps. There will be no dumping on any portion of the property.

5. EASEMENTS: Easements for installation and maintenance, utilities, roadways, driveways and such other purposes incident to development of the property are reserved as described or shown on the recorded plat. Such easements will be kept open and readily accessible.

When two flag lots have side by side "flagpoles" only one driveway will be constructed to serve both lots. Tracts fronting on the "flagpole" of any flag lot may use said flagpole to achieve access to their lots at any point where their lots front said "flagpole".

6. COMMON AREAS: Common areas are for the enjoyment of all property owners. Individual users should cooperate to police trash and endeavor to maintain said common areas in clean, neat, natural condition in keeping with the spirit and decor of a high-caliber second home community. All common areas shall be kept open and unfenced. State Game, Fish and Parks Department regulations must be complied with. Subdivider and/or Stagemop Owners Association reserves right to establish and change fishing policy on common area streams and lakes. Owners of tracts along flood plain easements may not construct ponds and dams or in any way obstruct the natural flow of water into common area ponds. Tract 83 belongs to Park County and is therefore not included under terms of covenant restrictions.<sup>9</sup>

7. NUISANCE: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities shall be carried on upon any tract. Obnoxious behavior on property with motor vehicles, whether from careless driving practice or from excessive noise, is prohibited. Storage of junk or old automobiles on lots is prohibited. Trail bikes, scooters and motor vehicles will be used on approved roads only.

8. ANIMALS: Animals may be kept, but should not be left unattended. No stables, corrals or other structure for the housing or feeding of horses or animals other than domestic pets shall be located or placed closer than fifty (50) feet to any lot line or street. Fencing along BLM land or National Forest land must be in accordance with lawful regulations. Existing boundary fences will not be removed, but may be reset to conform to staked property lines and/or be rebuilt as necessary. Tract owners purchasing tracts on the outside periphery of the property agree to jointly maintain fences with adjacent ranchers, as necessary.

9. SIGNS: Subdivider reserves the right to require modification or removal of signs if deemed not in keeping with the area and subdivision decor.

10. VEHICLE PARKING: No vehicles, trailers or vehicular equipment shall be habitually parked along any public road.

11. DRIVEWAYS: Culvert pipe of diameter and length approved by Park County must be used to cross road ditches. Driveway permits must be first obtained from Park County. The County Road Supervisor will advise owner of size needed in area contemplated. (Park County regulations currently require that "Culverts serving private driveways from the county road shall be a minimum of 15" CPM (in diameter) and shall also have a minimum .12 inch cover. Driveway culverts shall extend a minimum of 2 feet past the edge of the driveway on both ends".) Twenty (20) foot minimum length culvert pipe is recommended. Because too small pipe causes erosion of the road, it is essential that pipe of sufficient diameter is used. As noted on plat, tracts 97, 98 and 99 require 24" culvert and tracts 100, 101, and 102 require 30" Culvert.

12. SEWAGE: Sewage disposal systems shall comply with the requirements of the State of Colorado and Park County Health Department. State Law prohibits privies and outhouses whether chemical or dug, however, outside vaulted toilets are permitted, when first approved in writing by County Sanitarian. The septic tank or field system shall not be nearer than fifty (50) feet to any tract line except with consent of the appropriate health official of the State or County, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. Chemical Toilets will not be dumped on STAGESTOP property. No outhouses or privies shall be permitted on any tract. Due to the climatic conditions of Park County and certain agreements made in the water augmentation plan, evapotranspiration sewage effluent disposal systems will not be allowed in this subdivision. Only sand filtration (engineered specifications which preclude evaporation at the surface) or acceptable absorption disposal systems shall be permitted in the subdivision. A dump station for use of campers with self-contained chemical toilets will be provided by the Subdivider, if approval has been granted through the County zoning regulations. Property owners, to obtain approval and the necessary permits, must consult with the Park County Sanitarian, Fairplay, Colorado, before installation of sanitation systems.

13. WATER: Water shall be supplied to the subdivision by each individual lot owner drilling his own well. Before a lot purchaser can construct a well on his property, he must obtain a well permit from the Colorado State Engineer's Office in Denver, Colorado. Domestic well permits and household use only well permits will be the only types of permits granted for construction of wells on the property. Those property owners obtaining domestic well permits will be limited to not more than 1,000 square feet of lawn and/or garden area to be irrigated from such well, along with the normal household use. Those lot owners obtaining household use only well permits are not allowed any external use of water, such as irrigation of lawns or gardens, nor are they allowed outside hydrants for watering of domestic animals.

14. FIREARMS: Discharge of firearms within the subdivision is prohibited.

15. STAGESTOP OWNERS ASSOCIATION (SOA): Purchasers of tracts in STAGESTOP automatically become members of the Stagestop Owners Association, hereinafter referred to as SOA, and receive a free membership in the Tarryall Fishing Club. Purchasers of tracts understand that membership in and full support of SOA, and the Club are an absolute requisite for every purchaser and owner of a tract or tracts in STAGESTOP. The purpose of SOA are to assume ownership and control of, and responsibility for the common areas within the subdivision; to provide surveillance over the property, to include, but, not limited to maintenance of signs and enforcement of Protective, Covenants; to govern STAGESTOP as required, and to attend to such other matters as may be determined necessary by the SOA Directors. VALUE OF THE LAND IS CLOSELY TIED TO THE FISHING AMENITY, AND TRACT. PURCHASERS UNDERSTAND THAT PAYMENT OF DUES TO SOA AND FULL COOPERATION WITH SOA DECISIONS AND POLICIES IS A REQUIREMENT CONCOMITANT WITH TRACT PURCHASE AND OWNERSHIP, THAT PERIODIC DUES, AND/OR FEES WILL BE REQUIRED WHICH MUST BE PROMPTLY PAID, AND THAT NON-PAYMENT OF SUCH DUES OR FEES WILL CAUSE A RECORDED LIEN TO BE PLACED AGAINST THE DEFAULTING MEMBER'S TRACT OR TRACTS. Fees will be in accordance with SOA bylaws.

SOA will operate as a non-profit organization, its books may be examined at all reasonable times by property owners, and Rules and By-Laws separate from these Protective Covenants will be provided each purchaser prior to purchase of his tract. SOA will not create unreasonable burden, requirements, or costs upon property owners in STAGESTOP. Examples of SOA responsibilities are the regulation and enforcement of the terms and conditions of the augmentation plan and court decree concerning the water rights perfected by the Subdivider to provide well permits for the subdivision, and to purchase more water if necessary; payment of taxes on community areas; maintenance of community areas and equipment; maintenance of lake and dam; payments to Fishing Club for stocking of lake and river with fish; maintenance of common drinking water sources; maintenance of sewage dump station; enforcement of protective covenants; surveillance over property to prevent theft or vandalism, repainting or replacing of signs; surveillance over adjacent development and new County or State laws in order to maintain property owner's rights and uphold values.

SOA will level and reseed common areas where fill has been taken for use by or for property owners and/or common area development.

Subdivider may retain control of and responsibility for above functions until ninety percent (90%) of all tracts are sold, at which time full responsibility must be vested in the SOA, excepting that Subdivider also may progressively relinquish control to the SOA as indicated by circumstances and in its sole discretion.

16. RIGHT OF SUBDIVIDER: Subdivider, its successors or assigns, expressly reserves the right:

a. to amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such, deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such conditions, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable by the original Subdivider, his successors or assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lot where such deviation is permitted.

c. to se-11 large portions of STAGESTOP area land, which may be excluded from the provisions of these covenants, and to place such restriction thereon as the highest and best use of the land requires, except that Subdivider agrees to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

d. to place special covenants on certain tracts designated by the Subdivider for possible commercial zoning. Tracts I and 2 in Filing 1 are specifically designated as commercial properties and are excluded from these covenants, and purchasers of tracts in Stagestop agree to their commercial development; however, appropriate covenants will be placed upon them when sold.

e. to maintain advertising, entrance, safety and directional signs throughout the subdivision.

17. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been, recorded, changing said covenants in whole or part.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting violate any covenant, either to restrain violation or to recover damages. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not alter or affect its enforcement. The invalidation by any court of a restriction herein contained shall not in any way, affect any of the other restrictions but they shall remain in full force and effect.

19. SUBDIVIDER MAY ASSIGN: STAGESTOP may assign any and all of its rights, powers, obligations and privileges under the instrument to any other corporation, association or person.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
STAGESTOP SUBDIVISION

Reference Declaration of Protective Covenants of Stagestop Subdivision, as recorded July 9, 1976, Reception No. 223621, book 253, page 927. in the records of the Clerk and Recorder of Park County, Colorado.

WHEREAS the Declarant, STAGESTOP, a Colorado Limited Partnership, is Subdivider of Stagestop subdivision, and

WHEREAS covenants are desirable to maintain the standard and quality of Stagestop, and

WHEREAS the Declarant under the provisions of paragraph 16,"Right of Subdivider", of said Declaration of Protective Covenants do reserve the right to amend or revoke any covenant in existence, subject to the provisions of said paragraph.

NOW THEREFORE, the Declarant, STAGESTOP, a Colorado Limited Partnership, does hereby exercise its right under paragraph 16 and does hereby record the following continuations and amendments to said covenants:

1. Reference paragraph 15. ADD the following sentences to the end of said paragraph: "Property owners in Stagestop expressly agree to abide by injunctions, without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation and a violation is established, the violator(s) shall pay all costs of the enforcement proceeding, including attorneys fees."

BOOK 272 PAGE 827  
Dec. 9, 1977

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
STAGESTOP SUBDIVISION

Reference Declaration of Protective Covenants of The Stagestop Subdivision, as recorded July 9, 1976, Reception No. 223621, Book 253, Page 927, in the records of the Clerk and Recorder of Park County, Colorado, and as amended *May 20, 1977*, Reception No. 233954, Book 26/4, Page 939.

WHEREAS the Declarant, Stagestop, a Colorado Limited Partnership, Subdivider of Stagestop Subdivision, and

WHEREAS covenants are desirable to maintain the standard and quality of Stagestop, and

WHEREAS the Declarant under the provisions of Paragraph 16, "Right of Subdivider", of said Declaration of Protective Covenants does reserve the right to amend or revoke any covenant in existence, subject to the provisions of said paragraph

NOW THEREFORE, the Declarant, STAGESTOP, a Colorado Limited Partnership, does hereby exercise its right under paragraph 16 and does hereby record the following continuations and amendments to said covenants:

1. Reference paragraph 15. ADD the following sentences to the end of the first paragraph: "No liens may be placed by The Stagestop Owners Association on lots owned by Stagestop: Stagestop is exempt from dues and fees on such lots; and if liens have been placed against lots which subsequently are foreclosed upon by Stagestop, such liens shall be null and void. Any and all liens will be inferior to any liens which Stagestop may have.

AMENDMENT TO DECLARATION OF COVENANTS  
FOR THE STAGESTOP SUBDIVISION

THIS AMENDMENT to the Declaration of Covenants for the Stagestop Subdivision is made this 26\_ day of MAY, 2006.

RECITALS

A. WHEREAS, on July 9, 1976, Stagestop, a Colorado Limited Partnership, recorded the Declaration of Covenants of the Stagestop at Reception No. 223621, Book 253, Page 927, of the records of the Clerk and Recorder for the County of Park, State of Colorado, and thereby subjected to the Declaration, and the Amendments thereto, the real property described therein; and

B. WHEREAS, according to the provisions of Section 17 of the Declaration, the Declaration may be amended with the consent of a majority of the then owners of the tracts; and

C. WHEREAS, as certified below, the within amendments have been approved in accordance with the terms of the Declaration, by 258 owners of the total of 465 owners for Section 3(a) and by 265 owners of the total of 465 for Section 17; and

D. WHEREAS, the amendment to Declaration of Protective Covenants recorded in the records of the Clerk and Recorder for the County of Park, State of Colorado, on May 4, 2006, at 626909 was in error in format, and has been rescinded by the Board of Directors of the Stagestop Owners Association, to be replaced by this Amendment,

NOW THEREFORE, the Declaration shall be and hereby is amended as follows:

1. Section 3.a. shall be amended to read as follows:

Campers: All Campers, 5<sup>th</sup> wheels, Pop-ups, Motor homes, where permitted by county zoning, must be of temporary, licensed, transportable and in good working condition and must comply with county regulations with regard to sewage and gray water. Campers, 5<sup>th</sup> wheels, Pop-ups and Motor homes may be placed on the property May 1 but must be REMOVED from the property by September 30 unless the property owner has a residence on the property. The property owner may keep only one of the following: (1) camper, **or** (1) Pop-up, **or** (1) 5<sup>th</sup> wheel, **or** (1) Motor home that is temporary, licensed, transportable and in good working condition on the property. SOA has the right to remove any Camper, Pop-up, 5<sup>th</sup> wheel or Motor home that is in violation at the lot owner's expense.

2. Section 17 shall be amended to read as follows:

TERM OF COVENANTS: These covenants and restrictions are to run with the land and remain in full force and effect for – 30 – years from the date these covenants are recorded (1976) after which time said covenants shall be automatically extended for successive periods of – 4 – years unless an instrument signed by a majority of the then owners of the tracts has been recorded changing said covenants in whole or in part.