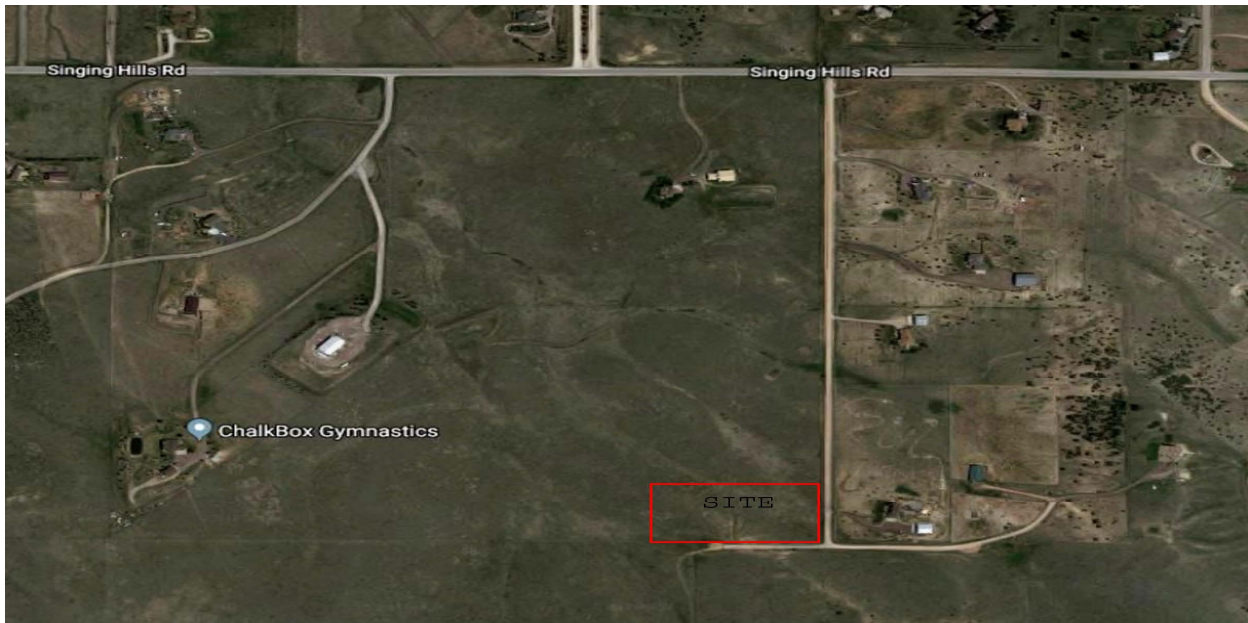


Coyote Meadows



Joseph Circle
Elizabeth, CO

- Lot 1 = \$275,000
 - Lot 2 = \$300,000
 - Lot 3 = \$275,000
 - Lot 4 = \$250,000
 - Lot 5 = \$250,000
 - Lot 6 = \$250,000
- New Development with Covenants
 - 10 Acre Sites
 - Close in to Tech Center & Parker
 - Private Roads



Call: **Tim Price**
(303) 688-7300
(303) 660-0885 Fax
greatwestrec@gmail.com
www.greatwest.cc



120 S Wilcox Street, #100
Castle Rock, CO 80104

COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT

CONSTRUCTION DOCUMENTS

CASE # MD-16-0016

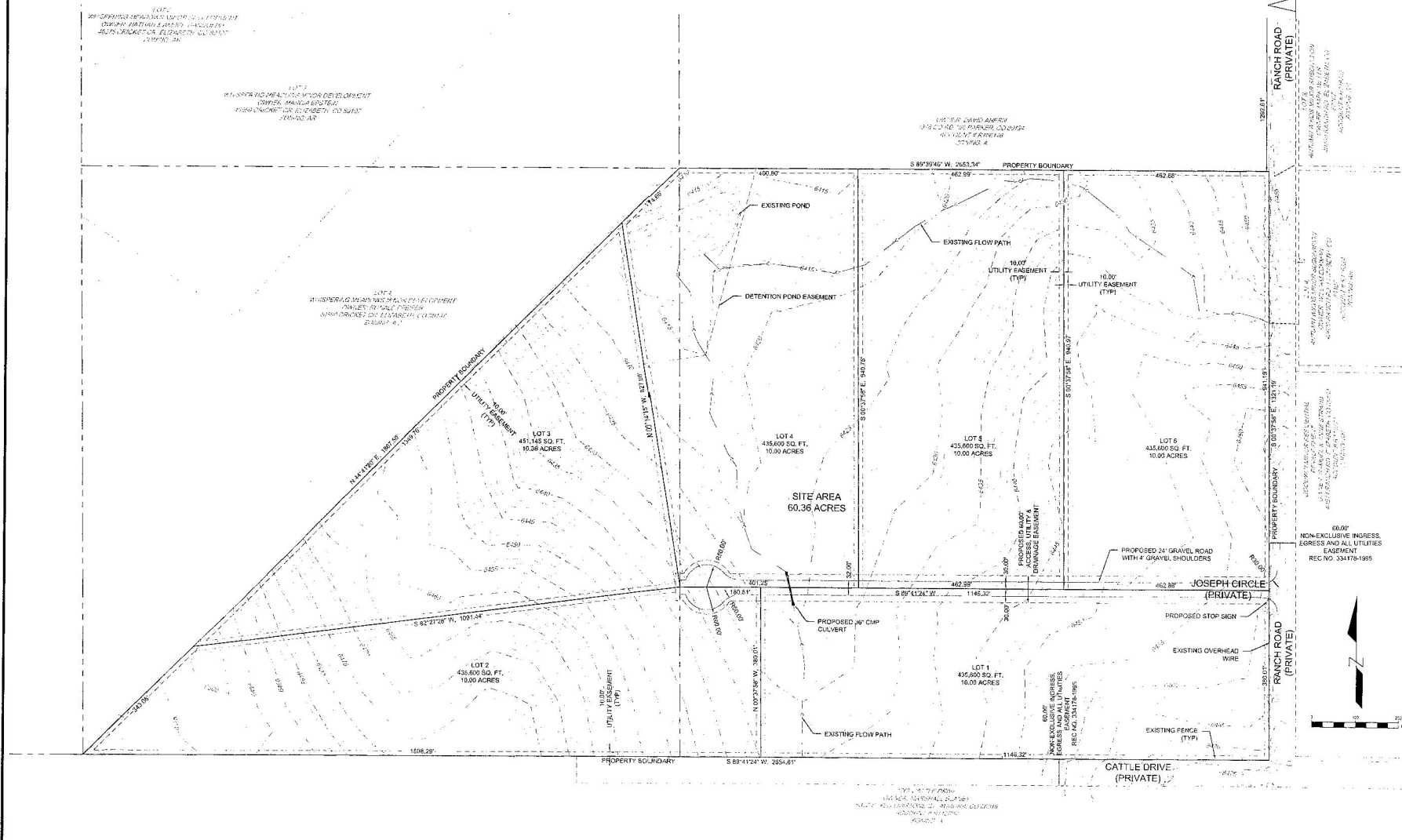


303.925.0544
www.2ncivil.com

NOTE:
THE LOTS SHOWN ON THIS PLAT GENERALLY FOLLOW NATURAL TERRAIN AND CONTAIN NATURAL DRAINAGEWAYS AND FLOW PATHS THAT CONVEY UPSTREAM STORM WATER RUNOFF ACROSS LOT BOUNDARIES. THEREFORE, THE OWNER OF THE UPPER LANDS HAS AN EASEMENT OVER LOWER LANDS FOR DRAINAGE OF SURFACE WATERS AND NATURAL DRAINAGE THROUGH THE DOWNSTREAM LOT. EXISTING DRAINAGE PATHS MAY BE ALTERED BUT SHALL PROVIDE FOR THE QUANTITY OF WATER TO PASS FROM THE UPSTREAM DRAINAGE AND NOT NEGATIVELY AFFECT DOWNSTREAM PROPERTIES.

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1 TOWNSHIP 7 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF ELBERT, STATE OF COLORADO

SINGING HILLS ROAD



PREPARED FOR:
BRIAN ABLE
10952 S. PIKES PEAK DR.
PARKER, CO 80138

COYOTE MEADOWS MINOR RESIDENTIAL
DEVELOPMENT
SITE PLAN
ELBERT COUNTY, COLORADO

BY:
RCE ASH
RCE
RCE

REVISIONS:
1. LOT LAYOUT
2. UTILITY EASEMENTS
3. DRAINAGE EASEMENT
4. COURT COMMENTS

PROJECT NUMBER: 1805
ISSUED DATE: 05/17/16
DESIGNED BY: RCE
REVIEWED BY: EPT

SITE PLAN



PART II, SECTION 4: AR - AGRICULTURE RESIDENTIAL

A. INTENT

Allowing for areas of open space, noncommercial farming, ranching, agriculturally related uses and low density residential subdivisions.

B. USES PERMITTED BY RIGHT

1. Accessory uses and buildings.
2. Antenna support structures used non-commercially for radio, television reception, amateur and citizens band radio, cellular telephones and personal communication system uses. These antenna support structures shall be located on the property so that if antennas or antenna support structures fall, it will be within the property boundaries. In any case, the height shall not exceed 35 feet (35'), except for amateur radio ("Ham") antennas, which shall not exceed seventy-five feet (75').
3. Home occupation.
4. Household pets.
5. Microwave dishes without towers.
6. Non-commercial domestic livestock, poultry, fowl and small livestock. Maximum corral facility of one-half (1/2) acre. See Part II, Section 24 of these Regulations.
7. One (1) single-family dwelling per lot.
8. Open space, public parks and playgrounds.
9. Private water treatment and storage facilities and sewage treatment facilities for domestic use, not exceeding five thousand (5,000) gallons.
10. Temporary construction office - bonding may be required.
11. Temporary residence - bonding may be required. Temporary Housing Permits, in conjunction with a valid building permit, for either mobile or manufactured homes in excess of 8 x 42 feet will not be permitted.
12. Utility Service Facilities.

C. USES PERMITTED BY SPECIAL REVIEW

1. Animal Shelter - All recommendations of the Colorado Department of Health, Department of Agriculture, Planning Commission or other appropriate agencies, shall be complied with regarding feed, water, shelter, confinement, exercise and health care, unless specifically

waived by the Planning Commission and Board of County Commissioners of Elbert County.

2. Antenna support structures in height category of 35.01 to 120.00 feet shall be subject to an "Administrative Special Use Review" as detailed in Part II, Section 18.
3. Antenna support structures in height category of 120.01 or more feet shall be subject to a "Special use Review" as detailed in Part II, Section 18.
4. Cellular Communications Facilities Standards
5. Cemeteries.
6. Churches and church schools.
7. Fire Stations (see Resolution 99-19).
8. Group homes.
9. Horse breeding and boarding.
10. Hospitals, nursing and convalescent homes and other tended care facilities.
11. Major facilities of a public utility.
12. Mining activities, mining quarries, sand and gravel operations, oil drilling and oil and gas exploration.
13. Non-domestic, exotic animals.
14. Nursery Schools and Daycare Centers.
15. Private riding academies operated for the benefit of members only and not for monetary gain.
16. Public and private schools, colleges and universities and related facilities, private recreational uses, and public and private campgrounds.
17. Public, private and multiple use wastewater treatment and water storage facilities for domestic use in excess of five thousand (5,000) gallons.
18. Radio, television and telephone transmitting stations.
19. Recreational uses.
20. ~~Second Residence - The second residence may either be separate from or a part of the primary residence but must utilize a central water system available to the site.~~



21. Veterinary clinics and hospitals.

D. MINIMUM AREA AND YARD SETBACK REQUIREMENTS

1. Minimum lot area 10 acres
2. Lot widths (minimum) 250 feet
3. Front yard setback (minimum) from the road right-of-way easement, or at a point of minimum lot width, whichever is greater. 100 feet
4. Side yard setback (minimum) 50 feet
5. Rear yard setback (minimum) 50 feet
6. Building height (maximum) 35 feet
7. Accessory use or building:
 - a. Front setback (minimum) from the road right-of-way easement 100 feet
 - b. Side and rear yard setback 50 feet
 - c. Building height (maximum) 35 feet
8. Corner lots must meet front yard setback requirements on each side the yard borders a public or private road, a vehicle right-of-way or a vehicle easement.

E. FENCES, HEDGES AND WALLS

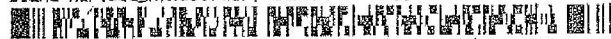
1. Fences, hedges and walls shall be permitted in this zone and may be located in the yard setback.
2. Fences, hedges and walls shall not exceed thirty (30) inches in height for distances in excess of fifteen (15) feet, measured from property corners at intersections of streets, roads, highways and railroads restricting visibility.

F. GENERAL REQUIREMENTS

1. Open space Dedication Requirements or Cash in lieu: A portion of the gross site area shall be dedicated to either a special district, or a qualifying non-profit entity, or to Elbert County or other group that has the ability and resources required to administer and must perpetually defend the open space for its intended use. Cash may be paid to the County in lieu of the dedication of open space. The dedication of land or payment of cash in lieu of dedication shall be carried out in conformity with the Elbert County Master Plan.



2. Road Requirements: Roads must meet all requirements of the Elbert County Road and Bridge Standards. Certified approval of roads must be obtained prior to issuance of the 1st building permit.
3. Parking Requirements: Two (2) off-street parking spaces per dwelling unit.
4. Sign Requirements: See Sign Regulations, Part II, Section 20 of these regulations.
5. Utility Requirements: All distribution and/or service lines for all utilities must be underground installation, unless a Variance or Special Use is granted by Elbert County for overhead installation.



Part II

Section 4

AR – Agriculture Residential

**DECLARATIONS, COVENANTS AND RESTRICTIONS
FOR
COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT**

THIS DECLARATION, a declaration of covenants, conditions and restrictions ("Declaration"), is made effective this _____ day of _____, 2018, by Coyote Meadows Partners LLC ("Declarant"), pursuant to C.R.S. 38-31.3-101 et seq., the Colorado Common Interest Ownership Act ("The Act").

DEFINITION OF COMMON INTEREST COMMUNITY

The Colorado Common Interest Ownership Act, (C.R.S. 38-31.3-101, et seq.) requires compliance with the Act in any community in which common interest ownership is created by or subsequent to development. The development of COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT does not contain any grant or dedication of a common interest in any property right common to all owners of lots or parcels in COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT. For that reason, no homeowners association is created in the development and platting process since no administration of a common area is required or possible. To the extent the owners of lots or parcels in COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT shall desire to create a common interest community in the future, the creation of such common interest and the management of such common interest shall be governed by the Colorado Common Interest Ownership Act.

WITNESSETH:

WHEREAS, the Declarant is the original owner and developer of 60.0 acres, more or less, of real property located in part of Section 11, Township 7 South Range 65 West of the 6th P.M., all in the County of Elbert, State of Colorado, together with easements appurtenant, more particularly described on the COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT recorded in the Elbert County Clerk and Records Office February 9, 2017 at Reception Number 566295 (the "Property");

WHEREAS, to develop, improve and maintain the Property as a highly desirable rural, residential and agricultural area, protect the natural beauty, growth, native setting and surroundings in conjunction with the structures and uses permitted herein; prevent owners from improper use of the Property, the construction of unsuitable improvements, the creation of unsightly conditions on any of the Tracts; and otherwise avoid any use or permanent construction which would depreciate the value of the Property or any Tract.

THEREAS, the Declarant herein divides the Property into six (6) units of 9.0 plus (+) acres, more or less ("Lots"), with such easements and/or grants for ingress, egress, utilities, drainage, equestrian and pedestrian use as may be shown on the plat for COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT;

NOW, THEREFORE, the Declarant declares, makes and establishes the following covenants, conditions, restrictions, easements, reservations, uses, limitations and obligations, which the Property and all of its Lots shall be subject to, encumbered by, and which shall expressly run with the land, the Property hereinafter to be known as COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT.

ARTICLE 1.00 - ARCHITECTURAL CONTROL COVENANTS AND RESTRICTIONS

1.1 Architectural Control Committee ("ACC"). Contemporaneous with the Declarant's approval of the sixth and final lot's primary structure's building plans, the owners of the lots in the MINOR RESIDENTIAL DEVELOPMENT shall form an architectural control committee ("Committee") which shall be the owners of lots in the MINOR RESIDENTIAL DEVELOPMENT.. Until such time as Declarant shall cease to be an owner of any lot and approval of the sixth and final lot's primary structure's building plans in COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT, Declarant shall exercise sole and exclusive control of architectural matters as "the Committee"...

A. General Duties of Committee. The Committee shall ensure that the construction of all improvements, all landscaping, and all alterations of every kind on every Lot of the Property is complimentary to the natural surroundings; and the seclusion of each home from other homes shall be protected to the extent possible. All improvements shall be constructed to minimally impact the natural vegetation and landscape, and the Committee shall ensure that no structure, of a temporary or permanent nature, nor occupancy, occurs on any Lot, unless complete plans for such construction or alteration are approved in writing by the Committee prior to the commencement of work. If the Committee fails to take action within thirty (30) days after complete plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, if construction is commenced thereafter. Approval by the committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Lot Owner to comply therewith.

B. Preliminary Approvals. Persons owning or contemplating the purchase of Lots on the Property who anticipate constructing improvements on the same may

submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be bound or committed by an informal review until complete design plans are submitted.

C. Variances. Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference dictates, the Committee may, by two-thirds (2/3) vote, allow reasonable exceptions to and modifications of these covenants.

D. Records. The Committee shall keep, for at least five (5) years, complete written records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

E. Enforcement. The Committee shall have the right to prosecute any actions, enforce the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Lot Owners. In addition, each Tract owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

F. Building Envelopes. The Committee shall approve the site or building location in conjunction with the approval of the final plans.

G. No improvement of any type shall be approved to be built on any slope or grade of twenty percent (20%) or more. No trees shall be cut for building placement.

H. The ACC shall be responsible for protecting the privacy as well as the views of all Lot Owners, as much as possible.

I. Approval for any improvement location including, but not limited to, barns or garages must be obtained prior to any construction.

J. Limitations. In the event any construction, site, landscape work or alterations of either are commenced upon any portion of the Property in violation of these covenants and no action is commenced within sixty (60) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied but an action for damages shall still be available to any party aggrieved. This said sixty (60) day limitation shall not apply to injunctive or equitable relief for other violations of these covenants.

K. Non-Liability. The Committee shall not be liable in damages to any Person or entity submitting any plans for approval or to any Tract owner by reason of any action taken, the failure to act, the approval of or the denial of plans. Any person or entity acquiring title to a Lot or submitting plans to the Committee for approval in so doing, agrees. covenants and warrants that he or it will not bring any

action or suit to recover damages against the Committee, its members individually or its advisors, employees, agents or the Declarant.

ARTICLE 2.02 PROTECTIVE COVENANTS. IMPROVEMENTS ON ANY LOT OF THE PROPERTY SHALL BE SUBJECT TO THE FOLLOWING:

A. Zoning. All uses and structures on the Property shall be subject to zoning laws, ordinances, resolutions, rules and regulations of Elbert County as the same presently exist or may hereinafter be amended. No provision in these Declarations shall be valid if the same is in violation of or in conflict with the aforesaid Elbert County enactments. Provisions more limiting or restrictive shall not be deemed a violation of or in conflict with such enactments.

B. Use and Occupancy. Each Lot shall be limited to residential use and occupancy only; and occupancy shall be "single family."

C. Environmental Impact. No live tree on a Lot may be cut, damaged or destroyed except as necessary to permit the construction of improvements. Such damage or destruction shall be limited to the extent possible by the same. Further, it shall be the responsibility of each Lot Owner to prevent and control disease and insect infestation among the trees. Foliage and other plant life by way of spraying other remedial measures and, if necessary to remove trees. Foliage and other plant life to prevent disease and insect infestation and the consequent vegetation damage and loss. Further all Lot Owners shall prevent erosion by methods of replacing and stabilizing the topsoil reforestation and other actions to maintain the natural terrain. Noxious weeds shall be controlled by all Lot Owners as required by the applicable Elbert County ordinances.

D. Prohibited Uses. No oil, gas, coal, sand, gravel or other mineral development (except as provided in Article 3.4), drilling, refining, quarrying, mining, crushing, manufacturing or processing operations of any kind shall be permitted in or upon any Lot; nor shall oil, gas wells, tanks, tunnels, mineral excavations or shafts be permitted. The foregoing shall not be construed to prevent the drilling of water wells on any Lot for domestic household or agricultural purposes not the construction of any underground sanitary sewer facilities, septic tanks, or leaching fields, nor shall the foregoing be construed to prevent oil or gas tanks so long as the same is approved by the Committee as hereinafter set forth and such uses pose no health or safety hazards and are shielded, located, maintained and operated in such a manner that no unsightly conditions exist and no adverse environmental effects result.

E. Minimum Size Dwelling Unit Requirements. The ground floor area of each single-family dwelling, exclusive of porches, garages and basement, shall be not less than

2,000 square feet for a one (1) story structure. For a structure of one and one-half (1.5) stories or more, the ground floor area shall not be less than 1,800 square feet. The minimum eave or roof overhang shall be 12 inches on the front and rear and 12 inches on the sides of any residence. The minimum roof pitch shall be 5/12.

F. New Construction. Only new construction of a permanent nature will be allowed on each Lot. New construction shall be:

- 1) one detached single-family dwelling house; and
- 2) attached or of like construction detached garage; and
- 3) service type of outbuildings such as barns, workshops, etc.

To be constructed of like material to the single-family dwelling. Outbuildings must not exceed 10,000 square feet.

- 4) mother-in-law home built to building codes and be no less than 700 square feet and no greater than 1,000 square feet, also to be constructed of like material to the single-family dwelling.

Construction material shall consist of weed, stucco, metal, stone or artificial stone.

No used structure of a permanent nature will be allowed to be re-erected, having once been constructed on a site other than the Lot upon which such structure is proposed, nor will any used structures of a permanent nature be allowed to be moved from another site to be placed as a permanent structure on any Lot of the Property. Mobile and modular homes are prohibited.

G. Time of the Essence. Upon approval of the plans and specifications for the installation of any improvement by the Committee, time shall be of the essence, and the Lot Owner, with his or its builder, shall proceed diligently with the construction of the improvement for which plans and specifications have been approved, so that the same shall be completed no later than nine months (9) months after such Committee approval. The Committee, upon written request, may extend this (9) month period for up to an additional three (3) months, if an extension is necessary by reason of inclement weather, inability to obtain material, strikes, or act of God. Prior to occupancy of any structure, all exterior construction must be completed, including, by way of illustration and not limitation, the treating or painting of all wood surfaces and cinder block or concrete foundations, as hereinafter set forth.

H. Temporary Structures. Temporary or used structures may be used as a temporary dwelling, and the placement of a construction trailer on any Lot shall be permitted during the period of the construction of any improvement on said Lot. Although authorized temporarily during construction periods, otherwise no trailers, mobile homes, motor homes, campers, tents, shacks, tepees, basement dwellings or other structures of a temporary nature are permitted to be erected or placed on any Lot for use as a permanent structure.

I. Fencing. All fences on a road frontage shall be of stone, vinyl, masonry or wood construction approved by the Committee and to the extent possible, compatible with the existing fencing and landscaping improvements. On all other boundaries, fencing may be of the same materials or may be of wire fencing. Wire fencing shall also be permitted as a secondary fencing behind the approved stone, masonry or wood fencing along a road frontage or dedicated or common access roads in conjunction with animal control. No fences shall be constructed on or across any easement, be they roadway easements or equestrian and trail easements, as shown on the Plat, including gates or any other impediment to access. The bottom rail or strand of any perimeter fencing shall be a minimum of 18 inches from the ground to allow for the passage of wildlife.

J. Landscaping. Landscaping around the primary and/or mother-in-law home is required. At least but not limited to, two (2) eight foot trees in the front of the home will be required. Some type of grass will be planted in the areas of disturbance by grading and/or construction. All disturbed areas shall be kept weed free. Landscaping shall be completed no later than six (6) months after construction of the primary home. A one time extension will be granted, due to weather conditions, as long as it is completed in a timely manner.

K. Signs. One (1) lot entrance gate sign of a style and design as approved by the Committee shall be permitted; otherwise, no advertising signs, billboards or unsightly objects shall be permitted or erected on any Lot, except signs by the Declarant to advertise COYOTE MEADOWS MINOR RESIDENTIAL DEVELOPMENT and the sale of Lots therein. Reasonable "For Sale" signs are permitted for temporary use by Lot owners and residents.

L. Wells - Irrigation and Septic Systems. No well for domestic or irrigation use, nor septic system, shall respectively, be drilled or constructed, altered or used, unless each is fully approved as to design, capacity, location and construction (including construction materials) by the Committee after approval by the appropriate state and local agencies, including but not limited to the State Water Engineer, the State Health Department, and Elbert County or regional health authorities. No more than 8,500 square feet shall be placed under irrigation for lawn and garden uses on any Lot subject to other restrictions, if any, placed on each Lot by the State Water Engineer.

M. Foundations/ Exterior Lighting. No foundation, cinder block or concrete shall be exposed beyond one (1) foot unless painted or otherwise covered by suitable materials. All exterior lighting shall be approved by the Committee, which shall develop standards for the same on each Lot of the Property. No exterior street type lights shall be allowed unless they are equipped with a motion detector for activation. All exterior lighting shall be extinguished by 1:00 A.M. during the months October through April and by midnight all other months, except in cases of emergency.

N. Joseph Circle Maintenance Agreement. All homeowner's that either front or take access from Joseph Circle shall be responsible for ongoing maintenance and improvements of Joseph Circle – see **Exhibit A**.

2.03 Use Restrictions. The following restrictions shall apply to each Lot of Property:

A. General. No improvements nor noxious activities shall be permitted on any Lot which is or might become a nuisance to adjoining Lots or other Lots within the Property. Hunting or discharge of fire arms will be permitted within the guidelines and restrictions provided by Colorado state and/or local ordinances. All fireplaces, chimneys and barbecues shall be equipped and maintained with spark arresting screens. Reasonable precautions shall be taken against fire hazards and no outdoor burning of any kind except for family cooking in a controlled pit, grill or barbecue shall be permitted; otherwise no open fires will be allowed.

B. Animals. Animals are permitted on each Lot of the Property except as hereinafter restricted provided that nothing contained herein shall be more restrictive than the current Elbert County zoning ordinances.

1) Household pets are allowed: No pet shall be allowed off its premises except if the same is on a leash or otherwise restrained and under the strict control of its owner.

2) Horses are allowed but only if they kept in a corral or fenced area not to exceed 15,000 square feet and must not exceed limitations outlined in Elbert County's Agricultural Residential zoning standards. The number of horses allowed shall be consistent with acceptable management practices required for maintenance of horses in a 15,000 square foot area; provided, however, the maximum number of horses shall not exceed four horses. Alpacas are allowed, no more than 16 per lot.

3) Except as provided above, pigs, goats, sheep, roosters and stallions are expressly prohibited on the Property, except temporarily for legitimate 4-H projects for breeding purposes, if they are kept corralled. Hens are allowed, no more than 16 per lot and must not exceed limitations outlined in Elbert County's Agricultural Residential zoning standards.

C. Off-road Vehicles. Any dirt bike, three or four wheel recreational all-terrain or off-road vehicle or equivalent recreational contrivance, shall operate on any lot, roadway easement or equestrian easement, in a manner to protect and preserve the ground cover and general topography of the Property. Operation of such vehicle shall be conducted in a manner which shall preclude any erosion which would result.

D. Storage. Enclosed facilities shall be provided for all machinery parked or stored on any Lot of the Property. The open storage of building materials will be permitted during construction only. No abandoned vehicles of any kind shall be permitted on any Lot of the Property. A vehicle shall be considered "abandoned" if it remains non-operative for a period of six (6) months or fails to have current registration and license plates, except if such vehicle is stored in an enclosed facility as above provided.

E. Parking - Roadway and Other. The parking of recreational or utility vehicles on any Lot must be in an inconspicuous manner, and no commercial semi-trailers may be parked, stored or used on any Lot for storage or other purposes, except as permitted in Section 2.03 D, above.

F. Service Yards and Trash. No litter or trash shall be permitted to accumulate on any Lot of the Property. All refuse and trash shall be removed from Lots and shall not be allowed to accumulate nor be burned. Trash receptacles, wood piles or storage areas other than for machinery and including service equipment, clothes lines, and outdoor patio or recreational furniture not placed in the immediate yard area of the dwelling, any structures or outbuildings, shall be screened by planting or fencing to conceal the same from view of neighboring Lots, driveways and roads.

G. Businesses. No commercial businesses of any kind shall be permitted or conducted on any Lot. Nothing contained herein, however, shall preclude home offices, businesses or professional practices, so long as there is no advertising or signage concerning the same on any Lot and traffic at all times is controlled and is inconsequential or incidental. Parking shall be as provided above in Section 2.03

E. of this Article, and home offices, businesses or professional practices which meet these criteria shall not be construed as a nuisance.

H. Utilities. Except for such utility lines erected prior to the recording of this Declaration and the Plat all electrical, telephone, gas, water, sewer, cable television and other utility lines and pipes on any Lot or any roadway easement shall be placed underground. No transformer or gas, electric, water or other meter, any type or any other apparatus shall be located on any pole. Satellite dishes are permitted with Committee approval but only if fenced, sheltered or shielded so as not to be visible from any public roadway or from any other Lot and so long as the same are reasonable in dimension and configuration.

ARTICLE 3.00 - SPECIAL RIGHTS OF DECLARANT

3.1 Sales Office. The Declarant, its successors or assigns, so long as it shall own a lot in the MINOR RESIDENTIAL DEVELOPMENT, shall have the right on any unsold Lots to place a temporary building, trailer, mobile home or other structure or contrivance to be used as a sales office, which shall be removed upon the sale of said Lot and the purchasing Lot Owner's commencement of construction.

3.2 Temporary Storage. Declarant shall have the right to temporarily store construction materials, dirt, vehicles and other equipment on any unsold Lot so long as the same is kept in a neat and unobtrusive manner.

3.3 Signage. Declarant shall have the right to place within the Lot any signage appropriate with the sales and development of the Property and construction of single-family residences thereon.

3.4 Aggregates. Declarant, so long as it owns any Lots which have not been transferred to other Lot Owners, shall have the right, from any such Lot, to mine sand, gravel and other aggregates and soil from said owned lots and remove the same for use on the Property within the roadway easements as road base or road surface materials.

ARTICLE 4.00 WELL AUGMENTATION PLAN OPERATION

4.1 The homeowner's association will be responsible for operation of the plan for augmentation as stated in Decree Case Number 2015CW3088, including reading of meters, providing accounting to the Division Engineer and replacement of depletions to the South Platte System.

4.2 All lot owners shall provide annual meter readings for their wells to the homeowner's association so that annual accounting can be calculated.

4.3 The following reporting shall be provided by the homeowner's association to the Division Engineer for Water Division 1:

- The number of wells being operated in the Coyote Meadows MINOR RESIDENTIAL DEVELOPMENT.
- The annual amount withdrawn from each well.
- The percentage of annual depletion for that year of pumping.
- A calculation for return flows for in house use to verify that return flows made up the required replacement for that year.
- The reporting shall be provided on an accounting form acceptable to the Division Engineer.

- Said reporting is from November 1st to October 31st of the following year, and shall report, and and A calculation of return flows for in house use, to verify that return flows made up the required replacement for that year.
- A copy of such accounting shall be provided to the Water Division 1 - Southeast upon request.

ARTICLE 5.00 MISCELLANEOUS PROVISIONS

5.1 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

5.2 Captions. The captions to the articles and sections of the table of contents at the beginning of this Declaration are inserted herein only as a matter of convenience and for reference, and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision hereof.

5.3 Primacy of Act/Conflict. The provisions of this Declaration shall be in addition to, supplemental of, and consistent with the laws rules, regulations and development guidelines of Elbert County, the State of Colorado, as the same currently exists and as the same may be amended from time to time, and to all other applicable provisions of law. To the extent this Declaration shall be in conflict with the said Act, laws, rules, regulations and development guidelines, the provisions of said Act, regulations, laws, rules and regulations shall replace those contained in this Declaration.

5.4 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration, shall be by any proceeding, at law or in equity, against any person or persons violating or attempting to violate any such provision, to enjoin or restrain such violation or attempted violation or to recover damages, or both, and any owner or any first mortgagee shall have the right to institute, maintain and/or prosecute any such proceedings,

5.5 Amendment/ Termination. This Declaration may either be amended or terminated pursuant to the terms and conditions of the Act, and this Declaration otherwise shall be governed by all terms and conditions of the Act.

5.6 Non-Waiver. Failure by the Declarant, the Association, any Lot Owner, first mortgagee, or any other person, to enforce any covenant, condition, restriction, easement, reservation, right of way or other provision contained in this

EXHIBIT A
JOSEPH CIRCLE MAINTENANCE AGREEMENT

An Agreement made this original date of _____, 20____, applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, Joseph Circle is a private road situated within Coyote Meadows Minor Residential Development, Elbert County, CO, recorded in the Elbert County Clerk and Recorders Office February 9, 2017 at Reception Number 566295, and

WHEREAS, Lots 1-6, Coyote Meadows Minor Residential Development are currently owned by Coyote Meadows Partners LLC as the Owner and Developer. The Owner and Developer will sell Lots 1-6 Coyote Meadows individually to Future Homeowners. The Owner and Developer and Future Homeowners collectively are referred to as the Parties.

WHEREAS, the Parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Joseph Circle; and

WHEREAS, it is agreed that Future Homeowners or users will add their signatures to this document at the time of lot purchase closing;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. Joseph Circle shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.

2. Utility Easement. Joseph Circle is subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained by the utility companies.

3. Road Commission Agent. A Road Commission Agent shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Commission Agent shall be responsible for:

- a. developing an annual budget
- b. collecting parcel owner pre-payments owed
- c. maintaining a checking account
- d. monitoring the condition of the road surface
- e. initiating maintenance, improvement and snowplowing activities as needed to maintain the minimum road surface standards.

- f. paying contractors
- g. developing annual accounting reports

4. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 12 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Joseph Circle except parking of vehicles for limited periods of time (not to exceed twelve hours).

6. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road.

7. Prepayment. Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner. Annually, on or before a date as specified by the Road Commission Agent, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Commission Agent shall send each parcel owner a two-week notice of the annual payments due.

8. Definition of a Parcel. A parcel is defined as a land entity having an address, a platted Minor Residential Development lot number, or a parcel identification number in the case of unplatted lands. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).

9. Snow Plowing. Joseph Circle shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

10. Checking Account. The Road Commission Agent shall establish and maintain a bank checking account with a local bank, and will prepare and distribute an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

11. Emergency Repairs. If the County is made aware of emergency safety conditions on Joseph Circle, the County will attempt to reach the Road Commission Agent and request that the necessary repairs be completed immediately. However, if the County is not able to reach the Road Commission Agent, the County has the authority to make emergency repairs as needed without further notification of the residents on the road. In such cases, the property owners will be notified after the repair of the cost and amount due from the residents, as well as the reasons for making the emergency repairs.

12. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.

13. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

14. Amendment. This Agreement may be amended only by a two-thirds majority consent of all parcel owners.

15. Enforcement. This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

16. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

17. Notices. Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

18. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

19. Disclaimer by County. It is understood and agreed that the County, the County Board, the Planning Commission and the agents of the County shall not be liable or responsible in any manner to the developer or the property owners along the road, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or

causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

20. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to the County Clerk by the Road Commission Agent.

Signed,

Coyote Meadows Partners LLC - Owner and Developer:

<signature>

<date>

Future Homeowners:

Lot 1 Owner <printed>

Lot 1 Owner <signature>

<date>

Lot 2 Owner <printed>

Lot 2 Owner <signature>

<date>

Lot 3 Owner <printed>

Lot 3 Owner <signature>

<date>

Lot 4 Owner <printed>

Lot 4 Owner <signature>

<date>

Lot 5 Owner <printed>

Lot 5 Owner <signature>

<date>

Lot 6 Owner <printed>

Lot 6 Owner <signature>

<date>