

ASSOCIATION OF EAGLESWATCH PROPERTY OWNERS  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

INTRODUCTION

Eagleswatch is a subdivision of Stagecoach in Routt County, consisting of 86 lots, where dwellings of varying styles and designs come together in harmony to complement the surrounding landscape. Quality of design and compatibility with the particular lot, as well as adjacent lots, homes, and landscapes are the principal factors that should govern the house and landscape design.

With that in mind, the Association of Eagleswatch Property Owners, hereinafter referred to as AEPO, drafted this Declaration of Covenants, Conditions, and Restrictions. These standards apply to all properties in Eagleswatch and permit the flexibility that is essential when dealing with widely varying topography and lot conditions. They are intended to guide and help the owner, architect/designer, and builder formulate concepts in keeping with the physical and aesthetic requirements of the community.

The AEPO Architectural Review Committee (ARC), composed of three (3) or more members appointed by the Board of Directors of the AEPO, will review each plan in relation to the specific characteristics of that lot and its surroundings and reserves the right to reject any plan which, in its opinion, does not meet the AEPO guidelines and standards of the Eagleswatch environment. The appearance of dwellings from other lots, open space, and roads are key considerations.

The AEPO hereby declares that except as otherwise set forth herein, the Stagecoach Declaration of Covenants, Conditions and Restrictions filed on December 7, 1971, filing #7073, in the office of the Routt County Clerk & Recorder, and any amendments, shall apply to all lots in Eagleswatch at Stagecoach. Ultimate responsibility for home and site improvements complying with governing documents of the AEPO, Stagecoach Property Owners Association (SPOA), and local zoning and building codes, rests with the owner.

ARTICLE 1  
DEFINITIONS

"Association" shall mean and refer to the Association of Eagleswatch Property Owners, its successors and assigns.

"Properties" shall mean and refer to that certain real property in Eagleswatch, as described in the Introduction of this document, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Lot" shall mean and refer to any plot of land shown upon the subdivision with the exception of a Common Area, should any exist in the future.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

"Member" shall mean and refer to those persons entitled to membership in the Association upon becoming an owner of a Lot in Eagleswatch.

"Board" shall mean and refer to the Board of Directors of the Association.

"ARC" shall mean and refer to the Architectural Review Committee.



ARTICLE II  
ARCHITECTURAL REVIEW COMMITTEE

No building, fence, wall, swimming pool, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to the surrounding structures and topography by the ARC composed of three (3) or more members appointed by the Board of Directors of the AEPO. A submission will be deemed complete when the following items have been submitted to the ARC.

Two complete sets of the following:

1. Elevation drawings showing all four sides of the structure with the natural grade and the proposed final grade of the lot as well as drainage areas, both natural and proposed.
2. A complete floor plan for each floor showing exterior dimensions.
3. A plat map showing the actual footprint of the proposed structure(s), with setbacks and easements shown, and with topography lines showing elevations for each two (2) feet in change. This must include driveway location and the location of adjacent and neighboring lots, buildings, and driveways.
4. A list of exterior treatments, including but not limited to, type and color of siding, roofing material type and color, and the exterior window type and color. Samples may be required.
5. A landscape plan for revegetation of the lot after construction, as well as the location of major vegetation and landscaping features to be retained or removed.

In the event said committee fails to approve or disapprove such design and location plans in writing within 30 days after said plans have been submitted, approval will not be required and this article will be deemed to have been fully complied with. In the event approval is denied by the ARC, the lot owner may petition the AEPO for approval.

Neither the Association or ARC shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans and specifications.



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Nov. 1, 2000 - This corrected page replaces original page 3/4. Discard original page.

ARTICLE III  
RESTRICTIONS

Most of the following restrictions are already in effect and binding as they are included in the Stagecoach Declaration of Covenants, Conditions and Restrictions and are enforceable by the SPOA. They are recognized and endorsed by the AEPO, and therefore incorporated in this document. This Association cannot relax any of the SPOA covenants. However, should the need arise for an extension of any timelines specified in these restrictions, the Board of the AEPO, upon written request, shall act on behalf of the Owner to obtain such extension, provided it is considered warranted and appropriate.

Section 1. Building Type and Occupancy. All lots shall be known and described as residential tracts, and shall be used only for single family residences. No building shall be allowed or erected on any tract in Eagleswatch except as a residence. No such building shall exceed two and one-half (2-1/2) stories in height. All porches, storage areas, garden houses, etc. must be attached to said building, and be constructed so as to constitute one building only, except that one accessory building may be permitted, provided that it is in keeping with the overall architectural scheme of the residence building and is included in a plan submitted to the ARC for design and location approval.

Section 2. Building Location. All structures must be located within the building envelopes as shown on the plat, and the exact location shall be subject to approval by the ARC. Variations from these building envelopes may be made by the ARC only.

Section 3. Building Size. Single family residences must occupy a minimum square footage of living area of not less than 1200 square feet. Balconies, porches, garages, and any area wholly or partially underground (unless such area shall have a full walkout access) shall not be included in the square footage calculations.

Section 4. Design Guidelines. Each residence submitted for approval to the ARC shall conform to the attached design guidelines.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities and for the public roadways are reserved as described on the recorded plat. No shrubbery, trees, or plantings shall be placed on said easements. No buildings, or structures of any type shall be built over, across, on the line of, or in such a manner as to include such easements within the lot or tract. Easements shall remain open and accessible for service and maintenance of utility and drainage facilities and other purposes.

Section 6. Temporary Residences. No structure of a temporary nature, camping trailer, tent, recreational vehicle, teepee, accessory building, or basement shall be used on any tract as a residence, or for storage temporarily or permanently. No used structure of any type shall be moved onto any lot. Exceptions may be granted by the Association for a period not to exceed one hundred and twenty (120) days during construction of a permanent residence by the owner on his lot. A request for an exception must be submitted to the Association in writing and be approved prior to the locating of any temporary residence on any Lot. Lot owners are advised that Routt County approval is required for temporary mobile homes.



Section 7. Construction Time. Any structure once commenced on any lot must then be completed in a timely manner not to exceed twelve (12) months. The Owner may petition the AEPO Board, by written request, to act on the Owner's behalf to obtain an extension if necessary.

Section 8. Commercial. Commercial zoning will not be allowed within the Eagleswatch Subdivision. No commercial type vehicles and no trucks shall be stored or parked on any lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to and from a residence. For the purposes of this Covenant, a 3/4 ton or smaller vehicle, commonly known as a pick-up truck, and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck.

Section 9. Clearing of Lots or Excavation. All clearing of lots and or excavation for construction shall be allowed only with the prior approval of the ARC. Such clearing shall include cutting down or killing any trees on any lot. Furthermore, each lot owner agrees that all trees cleared by him will be disposed of in such a manner that all lots, whether vacant or occupied by buildings, shall be kept free of accumulations of brush, trash, or other materials which may constitute a fire hazard, or render a lot unsightly. This paragraph shall not operate as a restriction on the storage of firewood in neat stacks for the personal use of the lot owner. Each lot owner agrees that trees of 4 inches or greater caliper as measured two feet above the ground will be preserved to the extent reasonably possible.

Section 10. Refuse and Rubbish. Rubbish, garbage, or other waste shall be kept in a sanitary container and properly disposed of. No lot or easement shall be used as a dumping ground for rubbish. All containers for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition and shall be kept inside the residence or individually housed. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burning of trash will not be permitted.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be housed, raised, or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic household pets may be kept, provided they are not kept or maintained for any commercial purposes. All unaccompanied domestic pets must be kept on the owner's property, and not allowed to run loose or be a nuisance to other property owners. Routt County Animal Control is permitted in the subdivision to control animals that are at large.

Section 12. Landscaping. Any barren areas on any site as a result of construction or improvements shall be replanted by the owner of the site, either with flora natural to the region or with such grass or other planting as may be approved by the ARC, in accordance with the construction plan approval. This revegetation must be commenced within six (6) months of the completion of construction of the improvement and shall be completed within six (6) months thereafter. No person shall be permitted to interfere with or direct the natural course of any drainage or runoff so as to alter the natural flow onto or across the site or living unit of another. No site shall be used for the purpose of mining, quarrying, drilling, boring, exploring for, or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth.

Section 13. Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the AEPO, the Association, after approval by four of the five members of the Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.


Section 14. Signs. No signs of any character shall be displayed or placed upon any of the premises or lots in the subdivision, except one professional sign of not more than one (1) square foot in area per side, advertising the property for sale, house numbers, occupants' name, or signs used by a builder to advertise the property for sale during construction. All signs are subject to approval by the AEPO.

Section 15. Exterior Tanks, Clotheslines, Antennas. No resident shall place upon his premises propane or similar tanks which may be visible from the street or from adjacent lots without enclosing or appropriately screening said tanks so they cannot be seen. Protective enclosures to screen the above must be approved by the ARC as part of the plans for the improvements to be located on the property. No clotheslines will be permitted which are visible from the street or from adjacent lots. No large, free-standing antennas, such as those used for amateur radio transmission, will be permitted. Small antennas for reception of local TV should be concealed whenever possible, and efforts should be made to mount satellite TV reception dishes on the main or ancillary building in an inconspicuous location.

Section 16. Nuisance. Nothing shall be done or permitted on any lot which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities of commercial business or trade shall be carried on upon any tract, except that professional offices such as that of a lawyer, doctor, dentist, or engineer may be maintained within the main dwelling upon specific approval by the AEPO.

Section 17. Weed Control. Lot owners are advised that Routt County has adopted a weed control ordinance. A violation of the weed control ordinance on any of the lots shall be a violation of this Declaration of Covenants.

Section 18. Short Term Rentals. No short term rentals (less than 30 days) of dwelling units are permitted.

  
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#### ARTICLE IV RECOMMENDED DESIGN GUIDELINES

Section 1. Exterior Walls. Materials used for exterior walls should be physically and visually suited to the natural environment of Stagecoach. Stucco, stone, brick, wood, and wood siding are preferred. They are attractive, durable, and appropriate to a rural Colorado mountain setting. The most suitable colors for exterior walls are the medium to medium dark earth tones characteristic of the soil, rock outcrops, vegetation, and other natural elements of Stagecoach. New homes should exhibit quality construction with a minimum of six (6) corners, and be built to the best standards of the construction industry.

Section 2. Windows. Window construction and placement should complement the overall design of the building. Preferred window types are wood framed, or wood framed clad with vinyl or aluminum, in a color complementary to the exterior walls. In no case should aluminum colored windows be used.

Section 3. Roofs. The preferred roof pitch is a minimum of 5/12. All roofs should have generous overhangs which are designed to deflect rainwater and melting snow away from walls and the base of the building. Roof colors should be in keeping with the color range established for exterior walls. Roofs should be a single color, and will look best if coordinated with the exterior wall colors. Preferred roofing materials are tile, colored metal, or asphalt composition shingles. Roof design should include breaks in runs longer than thirty (30) feet to add visual interest, either by a change in direction or by a significant change in elevation.

Section 4. Garages. Garages are an integral part of the design of the living structure. Garages must be part of the design plan, but need not be connected to the main structure.

Section 5. Decks or Porches. If decks or porches are included in the design, the material, color and design should complement the main structure.

Section 6. Exterior Lighting. Exterior lighting should be chosen with care so that it provides security, and yet does not create glare, and light is not cast on neighboring properties. Exterior lighting should direct light downward, and the light source should be no more than minimally visible from neighboring properties.

Section 7. Foundations. Concrete foundation walls exposed more than three (3) feet above ground should be faced or stained to match the exterior wall materials.

Section 8. Grading. It is important that disruption of natural conditions be kept to a minimum, and that all grading and fill areas be softened to avoid abrupt changes in natural terrain. Grading areas must be revegetated as soon as possible to protect against erosion, in keeping with the landscape plans submitted to the ARC. Each lot owner is responsible for using Best Management Practices consistent with guidelines of the Routt County Water Quality Committee, to ensure that erosion and sedimentation is minimized during construction of driveways and structures.

Section 9. Exterior Appearance. Any substantial change in exterior appearance during or after construction should be submitted to the ARC for approval.



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Section 10. Siteing. Siteing of the house to take advantage of views is a natural consideration, but there are also several other considerations to keep in mind. Steep lots should have structures designed into their slopes and not upon them. Locating buildings parallel to lot contours, and keeping roof protrusions above ridgeline to a minimum, will help dwellings blend naturally into the landscape. Also, significant site features (trees and rock outcrops) should be left intact, and natural vegetation should be disrupted as little as possible.

Section 11. Driveways. All cut and fill should be softened in accordance with grading guidelines and revegetated. Interference with natural drainage flows and the disruption of drainage flows from the roadways should be avoided.

Section 12. Fences. No perimeter fences shall be allowed. All retaining walls, screens, animal enclosures, and similar improvements must be approved by the ARC. All such improvements must be maintained in a reasonable condition and be constructed of a material and color complementary to the exterior of the residential structure.

#### ARTICLE V ASSESSMENTS

Currently there are no assessments levied by the AEPO, nor are there plans for such. It is anticipated that funds currently provided to Eagleswatch through SPOA will meet the requirements of our subdivision. Should it be necessary in the future to consider an assessment, a special meeting of the Association shall be held.

#### ARTICLE VI GENERAL PROVISIONS

Section 1. Notice and Petition. Should any Owner find it necessary to report a violation, notice of such is to be directed to the Board President and Secretary in writing. In the event of a reported violation of any of the covenants, the Board will first attempt to contact the Owner reportedly in violation to discuss the situation and learn of any extenuating circumstances that exist which hinder compliance. If this contact does not resolve the problem, or for any reason a personal contact cannot be made, the Board will send a letter to the Owner in violation to address the reported violation and request an explanation. If a satisfactory solution is not reached as a result of this contact, the Board will request a meeting with the owner to resolve the problem.

Section 2. Dispute Resolution. Should a problem arise which cannot be resolved by the process outlined in Section 1 above, the Board will work with the Owner in violation to appoint a facilitator to assist in resolving the conflict. The facilitator will be a neutral 3rd party who is chosen by the mutual consent of the Board and the Owner in violation. The facilitator's fee shall be equally divided between the Board and the Owner in violation. The purpose of this process is to provide an opportunity for issues to be resolved in a cooperative and neighborly way, without resorting to a lawsuit. Should further action be necessary, the Board of AEPO shall provide written notice at least 30 days prior to such action.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, we being all the Directors of the Association of Eagleswatch Property Owners, have hereunto set our hands this 22nd day of May, 2000.

Wendy Zwaan  
Wendy Zwaan, President

Joseph M. Pattillo  
Joseph M. Pattillo, Vice President

Jean M. Alperti  
Jean M. Alperti, Secretary

Sandra L. Schwindy  
Sandra L. Schwindy, Treasurer

Ivars A. Mikelsons  
Ivars A. Mikelsons, Member-at-Large



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