

258063

SUMMIT COUNTY
CLERK AND RECORDER

JUN 17 2 17 PM '83

COLLIER COUNTY

DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS
WILLOWBROOK MEADOWS SUBDIVISION

FILING NUMBER 5

DECLARATION of COVENANTS,
CONDITIONS and RESTRICTIONS

Filing 5, Willowbrook Meadows Subdivision

THIS DECLARATION, made on the date hereinafter set forth by JMC CO,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of
Silverthorne, County of Summit, State of Colorado, which is more particularly
described as:

WILLOWBROOK MEADOWS FILING NUMBER 5, according to the plat filed
for record in Summit County, Colorado;

NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
easements, restrictions, covenants, and conditions, which are for the purpose
of protecting the value and desirability of, and which shall run with the real
property and be binding on all parties having any right, title or interest in
the described properties or any part thereof, their heirs, successors and assigns,
and inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Willowbrook
Meadows Owners Association established for all of the subdivision filings pursuant

to the Declaration of Covenants, Conditions and Restrictions recorded in Book 284 at Pages 390-97, inclusive, of the Summit County, Colorado, real property records on November 4, 1976.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for utilities, drainage and the common use and enjoyment of the owners. The Common Area to be owned by the Association lying within the Properties at the time of the conveyance of the first lot is described as follows:

The areas shown as open space on the plat filed for record in Summit County, Colorado, of Willowbrook Meadows Filing Number 5.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties or plat of re-subdivision of a Lot with the exception of the Common Area, and road dedications.

Section 6. "Declarant" shall mean and refer to JMC CO, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a

right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Special Easements. Due to the anticipated style of improvements to be placed on certain lots with the Properties, an improvement may be located on or so near its property line so as to make entry upon an adjoining lot or lots a necessity incident to the construction and maintenance of such improvement. In the event the above situation shall exist, then at the time of the commencement of the construction of such improvement provided such

construction shall commence within twenty (20) years after the date of the recording of this Declaration, there shall thereby be created an easement or easements for the construction, maintenance, repair, replacement and/or reconstruction of such improvement so located on or near its property line. Said easement or easements (1) shall be over and across the lot or lots immediately adjoining the lot upon which such improvement is so located, (2) shall extend the full depth of the adjoining lot or lots, and (3) shall extend into so much of the adjoining lot or lots as is necessary to provide the owner of such improvement so located with an easement of such width that, when added to the space lying between the improvement and its property line, such easement shall be six feet in width. Construction of any structure shall be prohibited within these easements except as such structure shall be approved in writing by the Architectural Review Committee (see Article V, Section 3, 1. Set Backs).

If any portion of a roof overhang of an improvement as initially constructed by the Developer or its agents, encroaches upon an adjoining lot or lots, a valid easement for such encroachment and construction, maintenance, repair, replacement and/or reconstruction shall and does exist.

For title and other purposes, such easements shall not be considered or deemed to be encumbrances upon such adjoining lot.

ARTICLE III

MEMBERSHIP and VOTING RIGHTS

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Lot re-subdivision which is subject to assessment.

Members shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such

persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT for MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. Said assessments shall also be used to pay for snow removal by private contractor as may be determined by the Board of Directors. The Town of Silverthorne will provide snow removal from the streets in Filing 5.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Eighty-five dollars (\$85.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 25% by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than

30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a periodic basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date

shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. General. The following Site Requirements and Building Considerations shall apply to all improvements proposed in Filing 5.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration (including change of color) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, location and color of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been

fully complied with. In addition, any improvement to the property must be approved by the Town of Silverthorne, through its various commissions and boards, and comply with the Codes as adopted by the Town.

The approval process is designed to protect your property values and those of others in the subdivision by assuring a harmonious architectural style including the site and other dwellings already constructed or to be constructed in the future.

Section 2. Architectural Concept. The Homeowners, Board of Directors of the Association, and the Architectural Review Committee have agreed the major theme for construction of the homes and units in Willowbrook Filing 5 will be of "MOUNTAIN ALPINE DESIGN" as described in the following criteria, which are minimum requirements.

Section 3. Site Requirements.

1. SET BACKS - Three feet (3') from the actual property line. You may build up to the line of a utility easement or snow storage easement.
2. VIEWS - The building shall be oriented to maximize views, solar exposure, and to preserve neighbor's views.
3. DRIVEWAYS - Driveways shall be asphalt paving or concrete surfaced from the garage to the paved surface of the street, inclusive of the Right-of-Way. Arrangements can be made to escrow funds to complete this work in the event such driveway surfacing cannot be completed due to weather constraints.
4. PARKING - The Town requires two (2) parking spaces per dwelling unit. Willowbrook has additional requirements for parking using gravel or hard surface because of on-street parking limitations. The following table indicates the total number of spaces required:

Single Family - 3

Duplex - 5

Triplex - 7

Fourplex - 10

5. LANDSCAPING - There will be a minimum of five (5) six-foot trees and six (6) shrubs planted per unit, of varieties that will grow in this area. A minimum of 2" of topsoil will be applied to the remaining lot area with a seeded or sodded lawn provided. There shall be provisions for freeze-proof hydrants or other methods of lawn watering. The use of berms and "solid" wood or split rail fences are encouraged in conjunction with the landscaping to afford additional privacy.

6. DRAINAGE - Final grading shall not allow water to run off onto the property of others. The various easements may be used for drainage flow as well as the borrow ditches of all streets. Adequate snow storage will be provided on each lot.

7. ADJACENT LOTS - The Town Architectural Review Board may require that you show the relationship of adjoining building(s) to the proposed construction. It is important that windows do not face directly into the windows of others, and that adequate privacy is maintained.

Section 4. Building Requirements.

1. HEIGHT - Buildings shall not exceed thirty feet (30') as measured from the average existing grade to the highest roof line of the structure. Flues and chimney chases are excluded from this restriction.

2. SIZE - Single family dwellings shall be a minimum of 1,300 square feet; multifamily dwellings shall be a minimum of 1,100 square feet per unit of living space using the appraisal method accepted by FNMA and FHLMC.

3. ROOF LINES - Roof slopes shall be a minimum of 4.5 : 12 with the exception of decks over rooms or garages for outdoor living use. There shall be multiple roof lines with functional building offsets. The use of shed roof design, "salt box" offset roof or "clerestory" effect is encouraged. The use of symmetrical gables is discouraged.

4. SIDING - Wood siding can be applied in a combination of diagonal, horizontal, or vertical configurations as appropriate to the design look of the structure. Siding will be a maximum of 1" x 8" material in appropriate lengths. For this climate, it is suggested the moisture content should not exceed 10% prior to application. The use of moss rock, river rock, field stone or brick in conjunction with the siding is encouraged.

5. COLORS - Exterior colors of the roof, siding, trim, window frames, doors, etc., shall be earthtones in general. Exposed metal flashings, flues, and chimney caps shall be flat black or a dark earthtone color. A "splash" of color may be used as a design feature where it is deemed appropriate.

6. GARAGES - All dwellings shall have a minimum of one (1) single car garage for each unit. Provisions shall be made on the site plan as dotted lines to show where additional garages or additions to garages may be made in the future.

7. DECKS - At least one exterior deck or patio shall be provided for each dwelling unit with a minimum of 100 square feet of area with appropriate railings and access.

8. WINDOWS and PATIO DOORS - All windows and patio doors shall be wood frame or other materials with a thermal break with appropriate trim and color. Mill finish aluminum windows are prohibited. Large windows and interesting window shapes are encouraged to take advantage of the views available and solar applications. Be aware that there are Code requirements for the size of bedroom windows to provide adequate ingress and egress.

9. SOLAR - Passive solar applications using greenhouses, atriums, skylights, other window expanses, airlock entries, etc., are encouraged.

10. FACTORY COMPONENTS - The use of "manufactured", modular, or factory structures is generally prohibited in the subdivision. The Committee may approve the use of these components if they deem the exterior design meets the criteria

set forth herein. Roof shapes, siding, and trim shall be field applied as necessary to prevent a "modular" appearance. Components must be placed on the foundation within 36 hours upon arrival at the site.

Section 5. Approval Application. Application for approval shall be made on forms and according to checklists provided by the Architectural Review Committee. Applications which do not present complete information on the forms provided, are drawn to incorrect scale or are not professionally drawn shall be returned to the applicant to be properly resubmitted before they are considered by the Architectural Review Committee.

Before a C.O. is issued, the Architectural Review Committee shall be notified and shall have seven days to inspect the premises to insure that all items covered by the covenants have been complied with, including but not limited to construction clean-up, landscaping, restoring neighboring lots to natural state, paving, colors, etc. The Architectural Review Committee shall notify the Town within seven days after this request whether or not all items of the Architectural Review Committee have been complied with. If the Architectural Review Committee does not notify the Town within said seven days, it shall be presumed that all requirements have been met.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants

or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any properly executed instrument of amendment must be recorded.

Section 4. Rules and Regulations. The Board of Directors of the Association may make reasonable rules and regulations governing the use of the Common Areas and the procedure for approval of building plans and specifications and providing for restrictions on signs, trash, livestock (including without limitation dogs, cats and other household animals), nuisances and firearms. The rules and regulations shall be consistent with the rights and duties established in this Declaration.

As a part of the rules and regulations the Board may provide reasonable definitions of terms or interpretations of provisions of this Declaration which shall be binding for all purposes unless contrary to the terms of this Declaration.

Proposed rules and regulations shall be furnished to Owners prior to the time they are adopted and Owners shall be notified as provided in the Bylaws of the Association that the Board will consider adoption or amendment of the rules and regulations so that Owners will have an opportunity to be heard or furnish input regarding the adoption or amendment and so that such rules and regulations shall be uniform and nondiscriminatory.

The Board also shall have the power to adopt emergency regulations which shall remain in effect for no longer than 90 days and may not be renewed unless approved at a meeting of the Board at which Owners have had the opportunity to be heard.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16TH day of JUNE, 1983.

JMC CO, a Colorado Corporation

Declarant

By

J. M. Lacy, President

ATTEST:

Carol J. Stoner
Carol J. Stoner, Secretary

WILLOWBROOK MEADOWS SUBDIVISION
FILING NUMBER 5
SILVERTHORNE, COLORADO

