

RECEPTION#: 20090008304, 02/12/2009 at  
12:58:05 PM,  
1 OF 13, R \$66.00 TD Pgs: 0  
Scott Doyle, Larimer County, CO

**ALLEY – LOADED LOTS DECLARATION**

**FOR**

**TIMNATH RANCH SUBDIVISION  
RESIDENTIAL PROPERTY**

**Dated effective January 30, 2009**

Declarant: Timnath Ranch, LLC, a Colorado Limited Liability Company  
Metropolitan District: Timnath Ranch Metropolitan District No. 1

When recorded, return to:

✓ Corbetta & O’Leary, P.C.  
999 – 18<sup>th</sup> Street, Suite 3150  
Denver, Colorado 80202

**ALLEY-LOADED LOTS DECLARATION  
FOR THE TIMNATH RANCH SUBDIVISION  
RESIDENTIAL PROPERTY**

THIS ALLEY-LOADED LOTS DECLARATION FOR THE TIMNATH RANCH SUBDIVISION (the "Declaration") is made to be effective as of the 9<sup>th</sup> day of February, 2009 by TIMNATH RANCH, LLC, a Colorado limited liability company ("Declarant").

**RECITALS**

WHEREAS, Declarant is the owner of that certain real property which, according to current plans, is currently slated to include at least ninety-nine (99) alley-loaded lots within the Timnath Ranch Subdivision, located in Larimer County, Colorado, within the Town of Timnath, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property is subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Timnath Ranch Subdivision, Residential Property that was recorded against the Property on June 18, 2008, in the Larimer County Clerk and Recorder's Office at Reception Number 2008-0039239 (the "Timnath Ranch Residential Declaration"); and

WHEREAS, Declarant desires to subject the Property to additional covenants, conditions, restrictions and easements to protect and maintain the quality, aesthetics, desirability, and attractiveness of the Property as a "Supplemental Declaration" within the meaning of Section 1.1.23 of the Timnath Ranch Residential Declaration; and

WHEREAS, Declarant desires Timnath Ranch Metropolitan District No. 1 (the "District"), organized under the laws of the State of Colorado, to enforce the covenants, conditions, restrictions and easements, and exercise the functions as set forth herein, pursuant to Section 32-1-1004 (8) of the Colorado Revised Statutes; and

WHEREAS, this Declaration shall run with the land and be binding on and inure to the benefit of all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-kind, and assigns; and

WHEREAS, Declarant further hereby states that the District shall maintain, care for and manage the District owned portions of the Property and related District Improvements from time to time, and perform certain functions for the benefit of the Owners as further described herein and within the Amended Service Plan. This Declaration shall also define certain duties, powers, and rights of the Owners, Declarant, and District; and

WHEREAS, this Declaration does not create a Common Interest Community, as defined by the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-103(8), as amended; therefore, this Declaration and its Covenants shall not be governed by the Colorado Common Interest Ownership Act or any provisions thereof.

NOW, THEREFORE, in addition to the foregoing, the Declarant for itself, its successors and assigns, and for and on behalf of all existing Owners, hereby declares that the Property and any Future Parcel(s) which is annexed to this Declaration in the manner provided for herein shall, from

the date it so becomes annexed be owned, held, transferred, conveyed, sold, leased, rented, encumbered, used, occupied, maintained, altered and improved subject to the following covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, and other provisions set forth above and herein, as the same may be amended and/or supplemented from time to time; provided that the provisions of this Declaration and its Covenants shall apply only to those portions of the Property actually used for residential purposes or designated for such use within the real property described on Exhibit "A" to the following provisions:

1. **Definitions.** The following words when used in this Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

a. "Annexed Property" means any Future Parcel(s) or portion thereof, which is annexed to this Declaration by means of a Supplemental Declaration.

b. "Architectural Control Committee" or "ACC" shall mean and refer to the committee created pursuant to the terms of this Declaration established to review and approve plans for the construction or alteration of Improvements on Lots as set forth in Article 2 of the Timnath Ranch Residential Declaration.

c. "Declarant" and "Developer" means TIMNATH RANCH, LLC, a Colorado limited liability company, and/or any other Person to whom the Declarant may, at any time from time to time, assign one or more of the Declarant's rights (which shall be the extent of the Declarant's rights to which such assignee succeeds); provided, that no assignment of any Declarant rights shall be effective unless such assignment is duly executed by the assignor Declarant and recorded in Larimer County, Colorado. The term "Declarant" as used herein includes any entity that results from reorganization or restructuring of the existing entity or the conversion thereof to another form of entity. For purposes of determining which Lots or Future Parcels are owned by Declarant, "Declarant" shall automatically be deemed to include "Affiliates" as that term is defined in Article 1 of the Timnath Ranch Residential Declaration.

d. "Declaration" means and refers to this Alley-Loaded Lots Declaration for Timnath Ranch Subdivision – Residential Property, as amended and supplemented from time to time.

e. "Development" shall mean the Timnath Ranch Subdivision development subject to this Declaration, consisting of the Property described in **Exhibit A** attached hereto and incorporated herein by this reference, as supplemented and amended from time to time. The Development is intended to be the residential property within the boundaries of Timnath Ranch Metropolitan District No. 2 and all future Annexed Property.

f. "Future Parcels" means and refers to any real property adjacent to the Property or in its vicinity which the Declarant identifies as annexable to this Declaration or included into the Development, in any recorded document executed by it which refers to this Declaration, as hereafter provided. Future Parcels need not be owned by Declarant so long as the Owner thereof consents to the potential annexation of such real estate to this Declaration. Future Parcels may be added to this Declaration by the Declarant, provided such Future Parcels are properly annexed to the Town of Timnath, included within one of the Timnath Ranch Metropolitan Districts, and

provided such inclusion is in accordance with law and any Amended Service Plan or Town requirements.

g. "Lot" means each Lot now existing or which may be platted in the future within the Timnath Ranch Subdivision, the Property, Future Parcels, or as may agree to be subject to this Declaration, together with all appurtenances and improvements, now or in the future, on the Lots.

h. "Owner" means the lawful owner of a Lot which is subject to this Declaration.

i. "Period of Declarant Control" means that period of time in which the Declarant is entitled to enforce, amend, revise and/or supplement this Declaration. The Period of Declarant Control will continue to run from the date of the recording of this Declaration and will end with the first to occur of the following: (i) 40 years from the date of recordation hereof; or (ii) the date which is 15 years after neither Declarant nor any of its Affiliates own any portion of any property which is encumbered by this Declaration or any supplement thereto.

j. "Property" means the real property described in **Exhibit A** attached hereto and incorporated herein by reference.

k. "Timnath Ranch Residential Declaration" means that certain Declaration of Covenants, Conditions, Restrictions and Easements for Timnath Ranch Subdivision, Residential Property that was recorded against the Property on June 18, 2008, in the Larimer County Clerk and Recorder's Office at Reception Number 2008-0039239.

All other terms used in this Declaration shall have the same meaning as used and defined in the Timnath Ranch Residential Declaration.

2. Alley-Loaded Lots. "Alley-Loaded Lots" are those lots within the Property which are currently or may be in the future, zoned or designated in subdivision plats filed with the Town of Timnath, Colorado for residential construction which include parking facilities, driveways, structures and/or garages behind the residence. All parking related construction, designs and plans must be in compliance with Town of Timnath Town Code, Rules and Regulations as well as Timnath Ranch ACC guidelines and approval procedures. Currently, the platted Lots which are designated as Alley-Loaded Lots with the Town of Timnath include: Lots 1-27, Block 5 of Timnath Ranch Subdivision, Filing III and Lots 1-25, Block 4 of Timnath Ranch Subdivision, Filing III. Additional Lots may be zoned or platted in accordance with the Town of Timnath Town Code and Rules and Regulations as "Alley-Loaded Lots" in the future; this definition and reference to Alley-Loaded Lots is intended to include both current and future zoned, platted and designated Alley-Loaded Lots.

3. Alley-Loaded Lot - Vehicular Parking. Vehicular parking within an alley-loaded area shall be only in the garages or designated parking spaces or areas where the alley-loaded lot and related residential unit provide a concrete apron with a minimum of 20 feet in depth. All vehicles must be parked perpendicular to the alley. Parallel parking adjacent to the back of the garage horizontal to the alley is not permitted. Each Lot and Lot Owner is subject to those additional parking restrictions, rules and regulations contained within Section 3 of the Timnath Ranch Residential Declaration.

4. Residential Trash and Recycling within Alley-Loaded Areas. No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside the residence on any Lot nor shall any such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup; provided, however, that no such container shall be deposited on a street for garbage pickup prior to 5:00 a.m. on the day such garbage will be picked up. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Lot. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

5. Regulations as to Trash Collection. The District shall have the power to regulate the days and hours during which trash, solid waste and recycling materials may be collected or put out for collection in any part of the District's Service Area as defined by the District's Service Plan, including, but not limited to the area within the Timnath Ranch Subdivision, and to regulate the number of trash collection service providers permitted to operate within all or any portion of the District's Service Area.

6. Maintenance Easement. A blanket easement is hereby reserved to the Declarant for the benefit of the Declarant, Declarant's affiliates, successors and specific assigns, and granted to the District and its successors and assigns, upon, across, over, in, and under the Property to make such use of the Property as may be necessary or appropriate to perform the duties and functions which such parties are obligated or permitted to perform pursuant to the terms of this Declaration.

7. Access Easement. Each Lot is subject to an easement in favor of the ACC and the District, including their agents, representatives, employees and contractors thereof: for performing any of the actions contemplated in this Declaration and/or for and incidental to investigation and/or enforcement of any term or provision of the Declaration. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on any of the Property, including without limitation any Lot, the Owner responsible for the damage or expense to avoid damage, or the District if it is responsible, is liable for the cost of prompt repair and remediation. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Lot; except that no such notice shall be required in connection with any exterior, non-intrusive matter; and except that in emergency situations entry upon a Lot may be made at any time provided that the Owner(s) or occupant(s) of each affected Lot shall be notified of emergency entry as early as is reasonably possible. The interior of any residence located on a Lot shall not be subject to the easements provided for in this Section.

8. Recorded Easements. In addition to all easements and rights-of-way of record at or before the recording of this Declaration, the Property, and all portions thereof, shall be subject to the easements as shown on any recorded Plat of the Property, or any portion thereof, and the easements established in this Declaration.

9. Fencing. Fencing must be designed, constructed and maintained in compliance with the provisions of Section 3 of the Timnath Ranch Residential Declaration. Other than fences which may be constructed, installed or located by the Declarant (or by a builder with the express written

approval of the Declarant) in its development or construction of Improvements in the Property, no fences shall be permitted except with the prior written approval of the ACC.

10. Landscaping. Front yard landscaping will be provided by the home builder; additional landscaping on the side and rear yards of the home will be required to be approved by the ACC and completed in compliance with the terms and conditions, including the timeframes provided within Section 3 of the Timnath Ranch Residential Declaration.

11. Household Pets. Animal types and numbers are required to be consistent with Town of Timnath Ordinances and Section 3 of the Timnath Ranch Residential Declaration.

12. Owner's Duty and Responsibility. Each Lot Owner shall be responsible to ensure driveway and parking facilities and structures, landscaping, drainage and irrigation of his/her Lot is in accordance with those standards established by the Board of Directors of the District, the Town of Timnath, the Timnath Ranch Residential Declaration, and this Declaration. If any Owner fails to landscape their Lot in accordance with this Declaration as required herein, the District may provide for the landscaping for such Lot after seven (7) days' notice of failure to properly comply with this Declaration to the Owner of such Lot. The cost incurred by the District to landscape said lot and any costs incurred to enforce this Declaration shall be charged to and paid by the Owner of the Lot.

13. Term. The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the land in perpetuity.

14. Amendment. Until termination of the Period of Declarant Control, the Declarant may unilaterally amend this Declaration for any purpose. Except as otherwise specifically provided herein, this Declaration, or any provision of it, may be amended at any time by a vote of sixty-seven percent (67%) of the Lot Owners at a meeting of the Owners called for that purpose or by written consent; provided, however, any amendment which materially and adversely affects one or more Owners shall require the consent of such Owner(s). For purposes of this Subsection, each Lot shall be deemed to have one Owner. Any amendment must be executed by the District and recorded. Approval of such amendment may be shown by attaching a certificate from the District to the recorded instrument certifying the approval of the amendment by a sufficient number of Owners. No amendment to the Declaration, which affects the rights of Declarant reserved hereunder, shall be valid without the written consent of Declarant. Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration to correct clerical, typographical or technical errors, or to comply with the requirements, standards, or guidelines set forth by federal or state law.

15. Termination. This Declaration shall not be terminated without consent of ninety percent (90%) of the Lot Owners at a meeting of the Owners called for that purpose or by written consent, evidenced by a written instrument duly recorded. For purposes of this Subsection, each Lot shall be deemed to have one Owner.

16. Declarant's Right of Assignment. Declarant reserves the right to assign any or all of its rights, obligations or interest as Declarant by recording an assignment or deed of record executed by both Declarant and the transferee or assignee in the Office of the Clerk and Recorder of Larimer County, Colorado, Colorado, designating such party as a Successor Declarant. Upon such

recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

17. Violations. Every violation of the covenants, conditions, restrictions and easements contained in this Declaration and the Timnath Ranch Residential Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner will be applicable. Each and every day that a violation of this Declaration occurs shall constitute a separate and distinct violation and shall be subject to such fines and other penalties, including late fees and interest, as the Declarant or District may establish and amend from time to time. Without limiting the generality of the foregoing, these covenants, conditions, restrictions and easements may be enforced as provided below.

18. Enforcement. Except as otherwise provided in this Declaration, the Declarant, the District or any Owner (provided the District fails to take action after reasonable notice is given to the District by such Owner) shall have the right to enforce, by a proceeding at law or in equity, all covenants, conditions, restrictions and easements now or hereafter imposed by the provisions of this Declaration. Any charges or fees due to the Declarant or District in accordance with the enforcement of the provisions of this Declaration, including amounts due for reimbursement for the cost of enforcing this Declaration, shall be paid within 10 days of billing therefor. Any amount not so paid shall accrue interest at the Prime Rate from the date such amount should have been paid. Until paid to the Declarant or District, all such charges and fees due shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens. Any additional amounts owing under this Declaration which are unpaid and established in accordance with the provisions of this Declaration may be added as a claim in the foreclosure proceeding by an amendment of the complaint in foreclosure. Failure by the Declarant, the District or by any Owner to enforce any covenant, condition, restriction or easement contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any legal action arising under this Declaration shall be entitled to reimbursement of all costs of such action including, without limitation, reasonable attorneys' fees.

19. Colorado Governmental Immunity Act. Notwithstanding anything to the contrary, the parties hereto understand and agree that liability for claims for injuries to persons, real estate or Improvements arising out of the negligence of the District, its boards, officials, and employees, is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Declaration, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the District to the above-cited laws.

20. Severability. All provisions of this Declaration are severable. Invalidation of any provision of this Declaration by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

21. Notices. Any notice permitted or required in this Declaration shall be deemed to have been given and received upon the earlier to occur of (a) personal delivery upon the Person to whom such notice is to be given; or (b) two (2) days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the Owner at the address for such Owner's Lot.







**EXHIBIT A  
TO  
ALLEY-LOADED LOTS DECLARATION  
FOR TIMNATH RANCH SUBDIVISION  
RESIDENTIAL PROPERTY**

(Description of the Property – Timnath Ranch Subdivision - Residential Property)



**NORTHERN  
ENGINEERING**

<b>ADDRESS:</b> 200 S. College Ave. Suite 100 Fort Collins, CO 80524	<b>PHONE:</b> 970.221.4158	<b>WEBSITE:</b> www.northernengineering.com
	<b>FAX:</b> 970.221.4159	

**DESCRIPTION: TIMNATH RANCH METRO DISTRICT No. 2**

Tracts of land located in Section 1, Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Timnath, County of Larimer, State of Colorado being more particularly described as follows:

**NORTHERN TRACT:**

Tract B, Timnath Ranch Subdivision Second Filing and a portion of Timnath Ranch Subdivision Third Filing being more particularly described as follows:

Considering the North line of the Northwest Quarter of said Section 1 as bearing South 89°33'31" East and with all bearings contained herein relative thereto:

Commencing at the Northwest Corner of said Section 1; thence, South 36°11'43" East, 87.23 feet to the **POINT OF BEGINNING**, said point being on the South right-of-way line of Harmony Road (Larimer County Road No. 38); thence, along said South right-of-way line, South 89°33'31" East, 181.71 feet to a point on Tract A, Timnath Ranch Subdivision Third Filing; thence along said tract the following fifteen (15) courses and distances, South 44°24'38" East, 805.04 feet; thence along a non-tangent curve concave to the Southwest having a central angle of 20°36'47", a radius of 773.69 feet, an arc length of 278.35 feet and the chord of which bears South 33°38'32" East, 276.85 feet; thence, South 89°33'31" East, 1,145.83 feet; thence, South 39°34'04" East, 278.00 feet; thence along a non-tangent curve concave to the Southeast having a central angle of 09°25'52", a radius of 883.00 feet, an arc length of 145.35 feet and the chord of which bears North 55°08'52" East, 145.18 feet; thence, North 20°24'30" East, 6.40 feet; thence, North 25°17'30" West, 43.51 feet; thence along a tangent curve concave to the Southwest having a central angle of 16°23'27", a radius of 125.00 feet, an arc length of 35.76 feet and the chord of which bears North 33°29'13" West, 35.64 feet; thence along a reverse curve concave to the East having a central angle of 74°17'47", a radius of 205.00 feet, an arc length of 265.83 feet and the chord of which bears North 04°32'03" West, 247.59 feet; thence along a reverse curve concave to the Southwest having a central angle of 122°10'21", a radius of 65.00 feet, an arc length of 138.60 feet and the chord of which bears North 28°28'21" West, 113.80 feet; thence, North 89°33'31" West, 101.76 feet; thence, North 00°26'29" East, 100.00 feet; thence, South 89°33'31" East, 92.53 feet; thence along a tangent curve concave to the Northwest having a central angle of 89°56'31", a radius of 80.00 feet, an arc length of 125.58 feet and the chord of which bears North 45°28'13" East, 113.08 feet; thence, North 00°29'58" East, 308.07 feet; thence, North 44°31'46" West, 28.30 feet to a point on the South right-of-way line of Harmony Road (Larimer County Road No. 38); thence, along said South right-of-way line, South 89°33'31" East, 311.90 feet; thence, South 89°33'48" East, 863.33 feet to a point on the Westerly line of that tract of land being recorded at Reception No. 93029603 on file at the office of the Larimer County Clerk and Recorder; thence, along said Westerly and Southerly line of said Tract of land by the following nine (9) courses and distances, South 46°31'54" East, 299.82 feet; thence, South 49°09'56" East, 223.17 feet; thence, South 41°28'44" East, 198.69 feet; thence, South 65°54'46" East, 187.51 feet; thence, South 59°47'45" East, 91.71 feet; thence, South 51°28'02" East, 233.76 feet; thence, South 64°52'04" East, 87.62 feet; thence, South 00°14'28" East, 450.00 feet;



**NORTHERN  
ENGINEERING**

<b>ADDRESS:</b> 200 S. College Ave. Suite 100 Fort Collins, CO 80524	<b>PHONE:</b> 970.221.4158	<b>WEBSITE:</b> <a href="http://www.northernengineering.com">www.northernengineering.com</a>
	<b>FAX:</b> 970.221.4159	

thence, South 89°34'04" East, 689.76 feet to a point on the West right-of-way line of Larimer County Road No. 901 (Weld County Road No. 13); thence, along said West right-of-way line by the following two (2) courses and distances, South 00°13'55" East, 1,330.49 feet; thence, South 00°14'06" East, 2595.90 feet to a point on the North right-of-way line of Larimer County Road No. 36; thence, along said North line, North 88°01'18" West, 1,432.22 feet to a point being on the Northerly right-of-way line of the Colorado Southern Railroad; thence, along said Northerly right-of-way line, North 50°23'30" West, 3411.36 feet; thence departing said Northerly right-of-way line and along a curve concave to the Northeast having a central angle of 50°22'04" with a radius of 905.37 feet, an arc length of 795.90 feet and the chord of which bears North 25°11'02" West, 770.51 feet; thence, North 00°00'00" East, 1,179.68 feet; thence, along a curve concave to the West having a central angle of 43°56'55" with a radius of 623.69 feet, an arc length of 478.40 feet and the chord of which bears North 21°58'28" West, 466.76 feet; thence, North 44°24'38" West, 909.42 feet to a point on the East right-of-way line of Larimer County Road No. 3; thence, along said East right-of-way line, North 01°13'26" West, 30.95 feet to the POINT OF BEGINNING.

**EXCEPT** for a portion of Tract P of Timnath Ranch Subdivision Third Filing being more particularly described as follows:

Commencing at the Northwest Corner of said Section 1; thence, South 66°07'12" East, 2649.99 feet to a point on the Westerly right-of-way line of Club Drive, said point also being the **POINT OF BEGINNING**; thence along said Westerly line South 25°17'30" East, 236.39 feet; thence, South 16°01'32" West, 6.60 feet to a point on the Northerly right-of-way line of School House Drive; thence along said Northerly line and along a non-tangent curve concave to the Southeast having a central angle of 06°54'37" with a radius of 580.00 feet, an arc length of 69.95 feet and the chord of which bears South 53°53'15" West, 69.91 feet; thence departing said Northerly line, North 39°34'04" West, 245.00 feet; thence along a non-tangent curve concave to the Southeast having a central angle of 09°01'42" with a radius of 825.00 feet, an arc length of 130.00 feet and the chord of which bears North 54°56'47" East, 129.86 feet; thence South 72°54'56" East, 7.39 feet to the Point of Beginning.

The Northern tract Contains 16,536,203 square feet or 379.619 acres, more or less.



