

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SAND
CREEK PARK LANDOWNERS' ASSOCIATION**

ARTICLE VIII: ARCHITECTURAL CONTROLS

Section 1: Land Use and Building Type. Except as otherwise provided therein, no building shall be erected, altered, placed, or permitted to remain on any lot, tract, or parcel of the Property other than single-family residential dwellings with attached or unattached garages; unattached pump houses; residential guest houses; and non-residential outbuildings and structures such as the care of livestock, as permitting under these covenants, or the maintenance of equipment. The Architectural Control Committee may grant relief from this provision for good cause.

Section 2: Approval. No building or other structure including, but not limited to, dwellings, sheds, garages, outbuilding, and fences shall be erected, placed, or altered on any lot, tract, or parcel of the Property until the plans and specifications, along with a plot plan (submitted in duplicate), showing the location of the structure, have been approved by the Architectural Control Committee, which plans shall, among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to property lines. Should the Architectural Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the Owner of a lot, tract, or parcel of the Property within thirty (30) days after the written request therefore, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any lot, tract, or parcel of the Property which violates any of the covenants or restrictions contained herein. At the time said plans and specifications are approved, the builder or Owner shall proceed diligently with construction and the exterior of any such structure shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond said eighteen (18) month construction period for good cause when requested by the Owner.

Section 3: Nuisance. Nothing which may be or may become annoying or a nuisance to other Owners shall be permitted on any lot, tract, or parcel of the Property. No obnoxious or offensive activity or commercial business or trade shall be conducted upon any lot, tract, or parcel of the Property, except that professional offices, such as those of a doctor, lawyer, dentist, architect, or engineer, may be maintained within the main residential dwelling. For purposes of this covenant, ungaraged, inoperative automobiles, machines, or other equipment which remain on any lot, tract, or parcel of the Property for more than ninety (90) days shall be deemed to be a nuisance.

Section 4: Temporary Residence. No structure of a temporary character, trailer, mobile home, basement, tent, or accessory building shall be used on any lot, tract, or parcel of the Property as a residence. However, a pickup camper, camper trailer, motor home, or tent may occupy a lot, tract, or parcel of the Property if there is a permanent residential structure thereon. A pickup camper, camper trailer, motor home, or tent may occupy a lot,

tract, or parcel for a period not to exceed six (6) months, for construction purposes, during the construction of the initial residential structure. In addition, a camper trailer, pickup camper, motor home, or tent may occupy a lot, tract, or parcel of the Property for a period not to exceed one hundred eighty (180) days per calendar year for recreational purposes. The Architectural Control Committee may grant relief from this provision for good cause.

Section 5: Refuse and Rubbish. Rubbish, refuse, garbage, and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the Property, and shall be disposed of in a sanitary manner. No lot, tract, or parcel of the Property or easement shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the Property and visible from public roads or adjoining or nearby properties.

Section 6: Livestock. Any lot, tract, or parcel of the Property may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited; the livestock shall be properly cared for with adequate maintenance, food, and shelter. It shall be the responsibility of the Owner to fence the lot, tract, or parcel of the Property when livestock are to be maintained on such lot, tract, or parcel. Outbuildings may be erected and maintained for such animals if approved by the Architectural Control Committee.

Section 7: Fences. Fences shall be permitted provided, however, that any fence shall be constructed so as not to interfere with the Road easements hereinabove established and required for access to adjoining lands unless cattle guards are installed in place of gates. Gates may be installed across the Access Pathways shall be approved by the Architectural Control Committee. The Architectural Control Committee may grant relief from this provision for good cause.

Section 8: Advertising. No advertising, signs, or billboards shall be erected, placed, or permitted to remain on the Property. Notwithstanding the foregoing, signs offering a lot, tract, or parcel of the Property for sale, shall be permitted. For a period of two (2) years from the date these covenants are recorded in the Office of the Clerk and Recorder of Larimer County, Colorado, such "For Sale" signs shall be limited to those of Cabin Country, Realtors. The Architectural Control Committee may grant relief from this provision for good cause.