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BOOK 504 PAGE 196

BLACK MOUNTAIN RANCHES OWNER'S ASSOCIATION

P. O. Box 100461  
Denver, CO 80250  
October 1, 1993

Park County Clerk and Recorder  
P. O. Box 220  
Fairplay, CO 80440

RE: Renewal of recording for addit<sup>n</sup> 1 10 years  
Black Mountain Ranches Decl: n Of Covenants

Dear Sir:

Enclosed please find a copy of the Declaration Of Covenants, Restrictions, Easements, Charges and Liens For Black Mountain Ranches. This document was originally recorded in your office for a period of 10 years on October 25, 1983, Reception No. 325832, recorded in Book 360, Pages 770 through 775.

By motion of the Board of Directors of Black Mountain Ranches Owners Association, passed unanimously, at board of directors meeting on June 2, 1993, we wish to extend and/or renew the recording of this document for another ten (10) years. There have been no changes or revisions.

Enclosed is a check for \$30.00. After the recording has been accomplished, will you please mark the appropriate book, page, etc. on each page and return a copy to the association for our records. It is vital that the re-recording be accomplished prior to October 25, 1993.

If you have any questions, please call the number listed below. Thank you for your prompt attention to this matter.

Sincerely,

*Wayne A. Van Arsdale*  
Wayne A. Van Arsdale, President  
BMROA, Board of Directors

*Janice Illig*

Janice Illig, Secretary  
BMROA, Board of Directors

ph: (303) 424-5658

DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS FOR  
BLACK MOUNTAIN RANCHES

Declaration made as of this 20 day of October, 1983,  
by BLACK MOUNTAIN RANCH LAND AND CATTLE COMPANY, a Colorado partnership,  
hereinafter referred to as "Developer".

Developer is the owner of the real property described  
in Exhibit 1 of this Declaration, which the Developer intends to  
develop under the name and style of Black Mountain Ranches.

Developer desires to protect and enhance the value,  
desirability, and attractiveness of the said property and to  
disturb the natural environment as little as possible.

1. BUILDING TYPE AND USE: All tracts in the development  
are zoned R20 by the applicable Park County regulation. Property owners  
shall consult said zoning regulation for specific zoning use and  
restrictions prior to any construction on or use of a tract.

2. DWELLING: The ground floor area of the main  
structure of any dwelling constructed on a tract, exclusive of  
open porches, garages, and basements, shall be not less than  
600 square feet and shall not be more than two stories above  
ground and shall be placed on, or constructed on, fully enclosed  
block or concrete foundation walls; open, exposed crawl spaces  
being prohibited. No building shall be more than two stories in  
height above ground.

3. BUILDING LOCATION: No building shall be erected,  
nearer than one hundred (100) feet to any boundary, along a road, or  
so that any part of said building is closer than one hundred (100)  
feet to any of the other boundary lines of the tract. In case of single  
ownership of more than one tract, this restriction shall apply to  
the parcel as a whole; for purposes of this covenant, eaves, steps,  
and open porches shall be considered as a part of the building.

4. BUILDING APPEARANCE: In order not to impair the appearance of the development, the exterior of each dwelling or other structure located on any tract shall be maintained in acceptable repair and condition, as the Board of Directors of the Black Mountain Ranches Owners Association may, from time to time, determine. Structural color schemes shall be compatible with the natural environment. Natural or earth colors are encouraged.

5. EASEMENTS: Easements for installation and maintenance of utilities, roadways, and such other purposes incident to development of the property are granted as shown on the recorded plats recorded in Park County, Colorado, and rights-of-way shall be kept open and readily accessible for use, service, and maintenance.

6. NUISANCES: Nothing shall be done or permitted on any tract which may be or become a nuisance. No Noxious or offensive activities shall be carried on upon any tract. No unlicensed road vehicle shall remain on a tract for more than ninety (90) days.

7. WATER: Water shall be supplied by each owner drilling an individual well. Permit to be obtained from the State.

8. SEWAGE: Each lot owner must obtain State and, if applicable, County Health Department approval for the installation and use of an on-site sewage disposal system.

9. FISHING: Owners shall have a perpetual easement on fifteen (15) feet along either side of Twelve-Mile Creek; owners shall have a five (5) year lease on fifteen (15) feet along either side of the Platte River for the right of fishing. The Black Mountain Ranches Owners Association shall make such rules and regulations as it shall deem proper and necessary concerning such fishing rights.

10. GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators

or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from public roads.

11. FENCES: Fencing along BLM land or National Forest land must be in accordance with lawful regulations. Existing boundary fences will not be removed, but may be reset to conform to staked property lines and/or be rebuilt as necessary. Tract owners purchasing tracts on the outside periphery of the subdivision agree to jointly maintain fences with adjacent owners of private property as and if necessary.

12. SIGNS: No sign of any kind shall be displayed to public view on any tract except one sign of not more than six (6) square feet advertising the property for sale or rent.

13. CULVERTS: Buyers shall furnish where necessary, at their own expense, one (1) county approved culvert of a minimum size of fifteen (15) inches, required for private access road to their property.

14. CLEARING OF TREES: There shall be no removal of living trees from any tract except that which must be removed in connection with construction on the property, landscaping, or that which is consistent with generally recognized conservation practices.

15. BLACK MOUNTAIN RANCHES OWNERS ASSOCIATION: The purchaser of a tract in the development, upon taking title, automatically becomes a member of the Black Mountain Ranches Owners Association (hereinafter referred to as the "Association"). Purchasers understand and agree, by taking title, that membership in and full support of the Association is an absolute requisite for every owner. Purchasers understand and agree that payment of dues or assessments to the Association and full cooperation with the Association decisions and policies are requirements concomitant with purchase and ownership, that periodic assessments, dues and fees will be required which must promptly be paid, and that nonpayment of such assessments, dues and fees will cause a recorded lien for the arrearages of such dues and fees to be placed against the defaulting member's tract or tracts.

The Association will operate as a non-profit organization, its books may be examined at any reasonable time by property owners, and copies of rules and by-laws separate from these protective covenants will be provided to each purchaser upon request. The Association will not create an unreasonable burden, requirement or cost for property owners in the development. Examples of Association responsibilities for purposes of illustration, but not limitations of Association rights and duties, include the following: payment of taxes on community areas; maintenance of community areas and community area equipment such as picnic tables; maintenance of lakes and dams; stocking of streams with fish, establishment and enforcement of fishing rules and regulations; maintenance of common drinking water sources; enforcement of protective covenants; surveillance over property to prevent theft or vandalism; repainting or replacing of signs; surveillance over adjacent development and new county or state laws in order to maintain property owners' rights and uphold values.

16. ARCHITECTURAL CONTROL: Each person wishing to erect a structure on his property shall submit his plans and specifications to the Board of Directors of the Black Mountain Ranches Owners Association for approval before commencing construction. The Board shall approve or disapprove the plans and specifications within thirty (30) days of receipt of those plans and specifications by the Board. If the Board does not act within thirty (30) days, the plans and specifications shall be deemed to have been approved by the Board.

17. RECREATIONAL VEHICLES AND CAMPERS: No recreational vehicle campers or camping trailers shall be allowed on any tract in the subdivision on a permanent basis. Use of any recreational vehicles or campers must comply with all Park County zoning regulations. Mobile homes shall be prohibited on any tract in the subdivision on a permanent basis.

18. BUILDING PERMITS: Park County requires a building permit before a property owner can construct on his property. Building permits may be obtained from the Park County Building Inspector in Fairplay, Colorado.

19. ANIMALS, PET CONTROL: Domestic animals may be kept, but should not be left unattended. Pets shall not be permitted to run at large within the development or on adjacent lands and shall be required to be within the "positive control" of the owner thereof at all times. Positive control shall mean that the pet, when on the property of the owner thereof, is within the sight and earshot of an adult person on the property who capable of summoning and controlling the pet, and, when off the property (within the development or on adjacent lands) is tethered with a leash no longer than ten (10) feet in length, one end of which shall be held by a person capable of controlling the pet. No tethered pet shall be left unattended on the property of the above.

20. TERMS OF COVENANTS: Each of the covenants, restrictions, and reservations set forth herein shall run with the land and shall be binding for a period of ten (10) years from the date of the recording hereof in the Office of the Clerk and Recorder of Park County, Colorado, and shall automatically be continued thereafter for a successive period of ten (10) years each, provided, however, that the owners of sixty-five percent (65%) of the tracts which are subject to these covenants may change or modify any one or more of said restrictions, except those which deal with the use of water or sewage treatment systems, which are controlled by court decree, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the office of the County Clerk and Recorder of Park County, Colorado.

21. ANNEXATION: The Developer may in the future acquire additional real property in Park County, Colorado. The Developer may from time to time, within ten (10) years after the date of the recording of this Declaration of Covenants annex any or all of said after-acquired real property to the development known as Black Mountain Ranches by recording one or more Annexation Statements. Upon the recording of such an Annexation Statement in the public records of Park County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the development and subject to all of the terms and provisions of these Covenants.

22. ENFORCEMENT: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

23. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

24. DEVELOPER MAY ASSIGN: Black Mountain Ranch Land and Cattle Company may assign any and all of the rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

IN WITNESS WHEREOF, of said Developer has hereunto set his hand and seal as of this 20 day of October, 1983.

Harold J. Nerlin  
Harold J. Nerlin, General Partner  
BLACK MOUNTAIN RANCH LAND AND CATTLE COMPANY

COUNTY OF PARK )  
  ) ss.  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 20 day of Oct., 1983, by Harold J. Nerlin.

WITNESS my hand and official seal.

My Commission Expires:

Aug 20, 1989  
Thomas L. [Signature]  
Notary Public  
5241 S. Quebec Street  
Englewood, Colorado 80111



NOTARY PUBLIC