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Harriet B. Anderson Recorder Park Count

BK 390 PAGE 182

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR
ROCKER SEVEN RANCHES

DECLARATION made as of this 4th day of December, 1985, by Rocker Seven Ranch Estates, Ltd., a Colorado joint venture, 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 Rocker Seven 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 Rocker Seven 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 or 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.

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7. Water: Water shall be supplied by each owner drilling an individual well. A well permit must be obtained from the State prior to commencing drilling.

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 Jefferson Creek and Snyder Creek. The Rocker Seven Ranch Estates Owners Association shall make such rules and regulations as it shall deem proper and necessary concerning such fishing rights.

10. Garage 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 whenever 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. Rocker Seven Ranches Owners Association: The purchaser of a tract in the development, upon taking title, automatically becomes a member of the Rocker Seven 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 non-payment 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 to property owners, and copies of rules and bylaws 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 Rocker Seven Ranches Owners Association (or to the Architectural Control Committee during such times as the Board has delegated architectural matters to such Committee) for approval before commencing construction. The Board (or Committee) 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 (or Committee) 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 and 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 "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 is 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 on 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, 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

HOWARD

2580.11'
S02°08'08" W
EAST LINE SEC. 16

FOUND REBAR & FENCE CORNER

N. LINE SEC. 22

FOUND REBAR 1/4 COR.

S87°58'23"E

2711.86'

1268.78'

1443.07'

1201'

11
35.17 AC.

N04°35'04" W
672.28'

10

35.00 AC.

N88°00'00" W

1442.99'

7.5' UTILITY EASEMENT TYPICAL

S88°00'00"E

1406.32'

70.32'

12
35.00 AC.

N21°12'25"E
775.91'

843.37'
908.45'
911.07'

N23°26'38"E
260.92'

N11°03'19"E
262.73'

N50°58'00"E
247.19'

556°56'18"E
80.29'
76.08'
73.51'
572°54'47"E
99.26'
83.44'
69.08'
54.01'
524.91'
53.11'
61.46'
S15°18'5"
168.05'
162.83'
234.32'
181.87'
77.96'
239.87'
N85°0'
253.74'

35.00 AC.

5

S08°41'15"E
1076.91'

13
35.00 AC.

N41°02'33" W
1156.45'

10' UTILITY & SNOW STORAGE EASEMENT TYPICAL

240.22'
225.30'
246.11'
N32°01'03"E
235.85'

S69°33'33"E
885.97'

7.5' UTILITY EASEMENT TYPICAL

621.91'

10' UTILITY & SNOW STORAGE EASEMENT TYPICAL
N4°49'18"E
1485.48'

89.41'
72.97'

1690.50'
1724.66'
8
AHAN DRIVE (WHITE ROAD)

N02°43'59"E
714.49'

14

35.00 AC.

S53°49'25"E
1329.31'

1690.50'
1724.66'

FILING NO. 1

PARK COUNTY

NOTES

1. ALL TRACTS ARE 35 ACRES OR MORE.
2. LOTS 2 THRU 15 HAVE R 20 ZONING.
3. 5/8" REBAR WITH SURVEY CAP HAVE BEEN SET AT ALL PROPERTY CORNERS.
4. A 7.5' EASEMENT FOR UTILITIES SHALL BE GRANTED ALONG EACH SIDE AND REAR LOT LINE. A 15' EASEMENT FOR UTILITIES SHALL BE GRANTED ALONG ALL PLAT EXTERIOR BOUNDARY LINES. A 10' EASEMENT FOR UTILITIES AND SNOW STORAGE SHALL BE GRANTED ALONG EACH FRONT LOT LINE.
5. INDIVIDUAL LOT OWNERS SHALL BE RESPONSIBLE FOR OBTAINING A BUILDING PERMIT FROM THE COUNTY.
6. INDIVIDUAL LOT OWNERS SHALL BE RESPONSIBLE FOR OBTAINING THEIR OWN SEPTIC TANK SITE APPROVAL FROM THE COUNTY HEALTH DEPARTMENT.
7. INDIVIDUAL LOT OWNERS SHALL BE RESPONSIBLE FOR OBTAINING THEIR OWN WELL PERMIT FROM THE STATE ENGINEERS OFFICE.
8. THIS PLAT CONTAINS 6411.56' OF PRIVATE ROADS.
9. THIS PLAT CONTAINS 5753.25' OF EXISTING COUNTY ROADS.
10. THIS PLAT CONTAINS 725.38 ACRES, MORE OR LESS.
11. THIS PLAT CONTAINS 16 LOTS.