



**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR**

PINE RIDGE RANCH SUBDIVISION FILINGS NO. 1 THROUGH 4

Declaration made as of this 20th day of July, 2016, by the Pine Ridge Ranch Owners Association, a Colorado non-profit organization.

These covenants pertain to the real property described as Pine Ridge Ranch Subdivision, Filings No. 1 through 4, County of Fremont, State of Colorado, hereinafter referred to as the "Subdivision". Having been duly approved by at least 65% of property owners, this document supersedes the Declaration 621281 B-1192 P-413 filed on 08/03/1994.

1. **PINE RIDGE RANCH OWNERS ASSOCIATION:** The purchaser of a lot in the Subdivision, upon taking title, automatically becomes a Member of the Pine Ridge Ranch Owners Association, hereinafter referred to as the "Association". Purchasers understand and agree, by taking title, that membership in and full support of the Association and its By Laws is an absolute requirement for every owner. The purposes of the Association are to include, but not be limited to, maintenance of roads and signs and enforcement of protective covenants, and to attend to such other matters as may be determined necessary by the Association's Board of Directors. 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/or fees will be required which must be promptly paid; and that nonpayment of such assessments, dues and/or fees will cause a

recorded lien for the arrearage of such dues and fees to be placed against the defaulting Member's lot or lots.

The Association will operate as a non-profit organization. Its books may be examined at any reasonable time by property owners. The Association will not create an unreasonable financial burden for property owners in the Subdivision. Examples of Association responsibilities for purposes of illustration, but not in limitation of Association rights and duties, include the following: the repair, maintenance and snow removal of all of the private roads within the Subdivision; enforcement of protective covenants; repainting or placing of signs; and monitoring of adjacent development and new county or state laws in order to maintain property owners' rights, uphold property values of the Subdivision and enhance its desirability and attractiveness.

The Association maintains an active Ranch Watch Program to prevent theft or vandalism; all Members are requested to remain vigilant and report any concerns about trespassers to the Fremont County Sherriff.

The Association does not own any common areas.

The Association has no responsibility to provide any utilities or services, including power, water, sewage, or trash removal. It is the responsibility of individual property owners to privately arrange for such services.

2. **PRESERVING THE NATURAL CHARACTER.** The Association believes it is in the best interest of all property owners to protect and enhance the value, desirability, and attractiveness of the Subdivision, and encourage preservation of the unique natural environment adjacent to National Forest and Wilderness areas, without impinging on the rights of property owners to develop and enjoy their property. The use of natural or

earth tone color schemes for structures is encouraged. In order to preserve the natural character of the forest habitat and ecosystem, owners are encouraged to minimize the clearing of living trees, except to the extent required for construction, Firewise defensive space, and Healthy Forest or other generally recognized conservation practices. Owners are requested to minimize, where possible, the visibility of inoperative vehicles, trash and receptacles, and landscape disturbances from Subdivision roads and neighboring properties.

3. **ZONING AND PERMITS.** The Subdivision is located in unincorporated Fremont County, State of Colorado. As such, zoning, planning, building permits, building type and use, driveways, setbacks and signage are regulated by the Fremont County Planning and Zoning, Transportation, and Building Departments. Also, animals, noise, or activities which may be deemed “nuisance” may be regulated by Fremont County and enforced by the Sherriff. It is the responsibility of individual property owners and their guests to comply with all applicable County and State laws and regulations. In addition, it is the lot owner’s responsibility to contact Fremont County before constructing any structures to ensure compliance with all County Planning and Zoning, Transportation and Building Departments’ regulations. The Association assumes no responsibility in enforcing any such regulations.

4. **ARCHITECTURAL CONTROL:** The Association may, by a vote of 65% of the Members, create an Architectural Control Committee. Each person wishing to erect a structure on his/her property would then submit his/her plans to the Committee for approval before commencing construction. The purpose of such a committee would be to maintain the value of the Subdivision and enhance its desirability and attractiveness. The proposal to establish the Architectural Control Committee shall include the number of

Committee members, the process to elect or appoint members, and the criteria and process for plan submission and approval.

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 the office of the Clerk and Recorder of Fremont County, Colorado, and rights-of-way shall be kept open and readily accessible for use, service and maintenance.

6. **CULVERTS**: Owners shall furnish where necessary, at their own expense, one or more county approved culverts as required for private driveway access to their property from the Subdivision road.

7. **SEWAGE**: Due to the climatic condition of Fremont County, evapotranspiration sewage effluent disposal systems will not be allowed in this Subdivision. Each lot owner must obtain County Department of Public Health and Environment approval for the installation and use of an on-site sewage disposal system. Some lots in the Subdivision may require an engineer-designed septic system due to shallow bedrock.

8. **FIRE PROTECTION**: Due to the location of the Subdivision in the Wildland Urban Interface with a very high risk of wildfire, property owners and their guests must obey any local fire bans or restrictions which may be in place, and observe extreme caution in the use of campfires. The US Forest Service, Colorado State Forest Service, and Howard Volunteer Fire Department have information to assist landowners with wildfire prevention and defense. Each lot owner shall dispose of all tree-clearing debris by chipping or removal in accordance with the directions and regulations of the local fire department, and shall provide a visible and legible house number plainly seen from the road.

9. **DAMS, RESERVOIRS, AND WATER RIGHTS:** Owners of lots along flood plain easements may not construct ponds or dams that would in any way obstruct the natural flow of water within the Subdivision. If a property has a spring on it, the Association makes no representation as to the adjudication of any such spring or spring improvements. Colorado water laws are complex. Property owners may not have rights to water in creeks flowing through their property.

10. **COMMON EXPENSES:**

(a) All of the properties contained in the Subdivision shall be exempt from the Colorado Common Ownership Act pursuant to C.R.S. 38-33.3-116 which, in part, provides that if a planned community provides in its declaration that the annual average common expense liability of each unit restricted to residential purposes, exclusive of optional user fees and insurance premiums paid by the Association may not exceed a specified amount.

(b) Under no circumstances, unless these covenants shall be amended in accordance with the provisions contained herein, shall the Association dues exceed the maximum amount as may from time to time be provided by C.R.S.38-33.3-116, which allows the Subdivision to be exempt as provided therein.

11. **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 (10) years from the date of the recording hereof in the Office of the Clerk and Recorder of Fremont County, Colorado, and shall automatically be continued thereafter for successive periods of ten (10) years, 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 paragraphs of these covenants, except those which deal with the use of water or sewage

treatment systems, 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 Fremont County, Colorado.

12. **ANNEXATION**: Adjacent properties, whose sole legal access is provided by Subdivision maintained roads, may in the future be annexed into the subdivision or allowed to join the Association by executing a legal document. Upon the recording of such document in the public records of Fremont County, Colorado, all of the real property described in such document shall be deemed to be part of the Association and subject to all of the terms and provisions of these covenants.

13. **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.

14. **SEVERABILITY**: Invalidation of any one of these covenants by judgment court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Association has hereunto set its hand on the date first above written.

Pine Ridge Ranch Owners Association

BY: Mark S. Kober

President

State of Colorado
County of Fremont
7/20/16

My commission expires: August 17, 2019

Notary Public: Nicole Fry
M. S. Kober

