

## DECLARATION OF PROTECTIVE COVENANTS FOR BAR J RANCH

Western Interests Inc., A Colorado Corporation, the owner of real property situated in the County of Fremont, State of Colorado, hereinafter referred to as the Property legally described in Exhibit A, attached hereto, in order to preserve and protect the living environment and preserve the values in the Property, does hereby declare that the land shall be held, leased, sold and conveyed, subject to the Covenants, Restrictions and Provisions hereinafter set forth and that each covenant, restriction and provision shall inure to and run with the land, shall apply to and bind the successors and assigns of the present owners. The property comprising the above mentioned land is made specifically subject to the following described covenants.

### DEFINITIONS

The following words and expressions as used in these Covenants have the meaning indicated below unless the context clearly requires another meaning.

Association:	The Bar J Ranch Property Owners' Association, Inc.
Board:	The Bar J Ranch Property Owners' Association, Inc. Board of Directors.
Declarant:	Western Interests, Inc. and its successors and assigns.
Parcel:	Each or any of the several portions of property designated on the recorded plat.
Owner:	Any person, persons or legal entity holding the recorded fee simple interest in a Parcel or Parcels in Bar-J Ranch.
Property:	Certain real property described on Exhibit A hereto, together with all appurtenances thereto and all improvements now or hereafter thereon.

- I. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said Property, and to prevent the impairment or reduction of property values by, among other things, the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. Further, it is intended that the natural environment be disturbed as little as possible.
- II. PROPERTY OWNERS ASSOCIATION: The Bar J Ranch Property Owners' Association, Inc. will be operated as per the By-laws of the Association:
- III. Members: Every property owner will automatically be a member of the Property Owners Association.
  - a) Purpose: The purpose of the Association is to use its authority, as given in the By-laws:
    - 1) To enforce these protective covenants

- 2) To assess property owners annual assessments. Any unpaid assessment, charge, fee or other sums assessed against Owners or his Parcel shall be a continuing lien, in favor of the Association upon the Parcel against which such assessment, charge, fee or other sum is made.
  - 3) To provide upkeep and improvements to all non-county roads in the Property.
  - 4) To represent all property owners in matters of mutual interest.
  - 5) To administer and lease grazing rights.
  - 6) To administer and maintain all surface water rights vested in the Association.
- b) Board of Directors: Its Board of Directors shall manage the business and affairs of the Association. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. Such powers and duties of the Board shall include, but not be limited to the following, all of which shall be done for and on behalf of the Owners of the Parcels:
- 1) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, By-laws of the Association and supplements and amendments thereto;
  - 2) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the Parcels with right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof;
  - 3) To incur such costs and expenses on behalf of all Property Owners as may be necessary to keep in good order, condition and repair all of the areas in the Property required to be maintained by the Association;
  - 4) To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable by the Association.

#### IV. DWELLINGS:

- a) No primary dwelling shall be built on the Property that is less than 1,500 square feet of living space. Mobile homes and/or manufactured homes [as defined by the National Automobile Dealers Association (<http://www.nadaguides.com/Manufactured-Homes/Definitions>) and the International Association of Certified Home Inspectors (<https://nachi.org/modular-manufactured-homes.htm>)] shall not be permitted on any Parcel within the Property. All dwellings must be on permanent footing and foundation.

- b) No commercial activity shall be permitted except for in-house office type operations and incidental horse ranching and hay farming. Home office usage is permitted providing that such business does not increase traffic in or out of the subdivision. Such home office usage where clientele and/or customers would visit the home office shall be prohibited unless the Board gives prior written approval. The percentage of each total Parcel that may be occupied by the primary dwelling residence and outbuildings shall be no more than 5% or the maximum allowed by Fremont County Zoning Regulations, if less than 5%.
- V. SETBACKS: No structure, excluding fences, entrance gates and address signs may be erected within seventy-five (75) feet of the right-of-way line of any road within the Property, nor within fifty (50) feet of any side or rear line of any Parcel or as per Fremont County Regulations, unless approved by the Board. However, in no case may the Board approve the location of a structure that does not conform with Fremont County Regulations.
- VI. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and dispensed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition so as not to endanger wildlife. A centralized trash collecting area shall be provided on the Property as per the plat map(s).
- VII. UTILITY EASEMENTS: A twenty (20) foot utility easement is hereby set aside on each side of all interior roads within Bar J Ranch and on the interior side of all exterior Parcel Lines. In addition, a ten (10) foot utility easement is hereby set aside on each side boundary of all Parcels and on common rear Parcel Lines.
- VIII. NUISANCES:
- a) No Owner shall cause or allow the origination of noxious, offensive or illegal activities on any Parcel, nor shall anything be done on any Parcel that shall be or become a nuisance or unreasonable annoyance to neighbors. The growth, production, or manufacture for commercial use or distribution, of any controlled substance, as defined by the Federal government and/or the State of Colorado, shall be prohibited. The Board shall make final determination of what constitutes a nuisance.
- b) Exterior lighting, including motion detector lights, shall be adequately hooded and of the type deemed "night sky friendly." To every extreme possible, exterior lighting sources are not to be visible from other home sites. Mercury vapor lamps or any other type of continuous outdoor lighting (lights that are continuously on from dusk to dawn) are prohibited. Every effort should be made to protect surrounding home sites from any intrusive lighting.

- IX. **MOTOR VEHICLES:** With the exception of all-terrain vehicles (ATVs), snowmobiles and standard ranch vehicles, such as tractors and utility task vehicles (UTVs), which belong to the Property Owner, no motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any Parcel, unless said vehicle is kept or stored in a fully enclosed building.
- X. **TEMPORARY RESIDENCES:** Except during the construction of an Owner's primary dwelling, no structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any Parcel as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year. A temporary residence shall be permitted during the period that the Owner's primary dwelling is under construction, as long as the Owner obtains prior written approval from the Board. Any Board approval for the use of a temporary residence while the Owner's permanent dwelling is under construction shall be for a maximum period of 6 months. Property Owners may petition the Board to renew the approval for temporary residence for additional periods, each of up to 6 months, upon the presentation of evidence that construction is progressing adequately. As the total duration of construction should not exceed 2 years, no more than 3 such renewals shall be granted, except in highly exceptional circumstances.
- XI. **LAND USE:** Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five (35) acres is prohibited.
- XII. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants.
- XIII. **TERMS OF COVENANTS:** These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. Additions or amendments in whole or in part may be made within this ten-year period by a vote of not less than  $2/3^{\text{rds}}$  of the Owners of the Parcels within the Property. Any such approved addition or amendment shall be signed by an officer of the Association and duly recorded with the Clerk and Recorder of Fremont County.
- XIV. **SEVERABILITY:** Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

- XV. COUNTY REGULATIONS: To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable utilization than these covenants, they shall supersede these covenants and govern at all times.
- XVI. FEES AND ENFORCEMENT: All Parcels within the Property shall be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Advance notice shall be provided to the Members about any increase in Association dues that is recommended by the Board of Directors and shall require a majority positive vote of the Members voting before going into effect. In no event shall Association dues exceed \$395.00 per year except that this amount may be increased by no more than twelve-percent (12%) in any one year. Assessments for fees will commence upon conveyance at the time of closing. Whenever the obligation to pay fees arises after the start of the Association's fiscal year, the first year's fees will be prorated to the commencement date for the Parcel involved. Fees shall be payable in advance in January of each year. Any assessments which are not paid when due shall be delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Parcel, and/or suspend the delinquent Owner's right to vote. In the event a judgment is obtained, such judgment shall include a late charge of five percent (5%) and interest at the rate of fifteen percent (15%) per annum on the assessment and reasonable attorney fees, together with the expenses and costs of the action. The Board may enforce such lien by filing with the Clerk and Recorder of Fremont County a statement of lien with respect to the Parcel, setting forth the name of the Owner, the legal description of the Parcel and the Owner's interest therein, the name of the Association, and the amount of delinquent assessments owed. The lien statement shall be duly signed and acknowledged by two officers of the Association and notice thereof shall be sent by certified mail with return receipt to the Owner of the Parcel, at the address of the Parcel or at such other address as the Association may have in its records for the Owner of the Parcel. Such a claim of lien shall also secure all assessments, charges, fees and sums that come due thereafter until the lien, together with all costs; attorney fees; charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the statutes and laws of the State of Colorado. Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgage on a Parcel pursuant to these Covenants and except as subordinated by law to the lien or property taxes, the lien of the Association shall be deemed to have a priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a Parcel.

Signed this \_\_\_\_\_ day of January, 2020

DECLARANT: Bar J Ranch Property Owners Association, Inc., a Colorado corporation

\_\_\_\_\_  
Harold Bedell, President

STATE OF COLORADO

COUNTY OF FREMONT

Know all men that Harold Bedell did personally appear before me and affix his signature to this document as President of the Bar J Ranch Property Owners Association, Inc., a Colorado Corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Address

My Commission Expires: \_\_\_\_\_

EXHIBIT A

PARCEL A

Township 17 South Range 73 West of the 6<sup>th</sup> P.M.

Section 9: NE1/4, SE1/4

Section 10: SW1/4, W1/2 SE1/4

Section 14: W1/2, SW1/4 SE1/4

Section 15: All

Section 22: N1/2 N1/2, SE1/4 NE1/4

Section 23: NW1/4, S1/2 NE1/4

Section 24: S1/2 NW1/4, SW1/4 SW1/4 NE1/4, W1/2 SE1/4

Section 25: NW1/4 NE1/4, NW1/4, N1/2 SW1/4

EXCEPTING the following described parcel:

Lots 1-19, Bar-J Ranch Filing Number 1

PARCEL B

Lots 1-19, Bar-J Ranch Filing Number 1

COUNTY OF FREMONT  
STATE OF COLORADO