

Covenants for

Hidden Canyon Ranch

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**Declaration of Protective Covenants
For
Hidden Canyon Ranch**

Peggy Nunn, Developer and Owner of real property situated in the County of Las Animas and the State of Colorado, originally known as Outlot "A" of Trujillo Creek Ranch, Aguilar, CO 81020 and legally described on Exhibit A attached hereto, which will be now known as Hidden Canyon Ranch. In order to protect the living environment and preserve the values of parcels located in Hidden Canyon Ranch, 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 and shall apply to and bind the successors and assigns of the present owners. The property composing the above mentioned land is made specifically subject to the following described covenants.

Article 1 – INTENT

It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent 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.

Article 2 – PROPERTY OWNERS ASSOCIATION

The Hidden Canyon Ranch Property Owners Association will be operated according to the by-laws of the association,

- (a) **Members:** Every property owner shall automatically become a member of the Hidden Canyon Ranch Property Owners Association upon purchase of a parcel in Hidden Canyon Ranch subdivision.
- (b) **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 yearly dues. Should any property owner fail to pay assessments when due, the Property Owners Association may file a lien against the owner for collection purposes.
 - 3. To provide upkeep and improvements to all non-county roads in the Hidden Canyon Ranch subdivision.
 - 4. To represent all property owners in matters of mutual interest.

Article 3 – DWELLINGS

All dwellings and any other improvements erected or placed on any parcel must be properly permitted by the appropriate Las Animas County building enforcement department and erected to specifications that are no less than Las Animas County or State of Colorado building codes. Manufactured Homes are allowed but must be approved by the Hidden Canyon Ranch Property Owners Association board. No Single-Wide Trailers or Mobile Homes allowed except as temporary dwelling only while a valid building permit is in effect and during construction of a permanent dwelling. No more than two dwellings allowed per parcel.

Article 4 – SETBACKS

No structure may be erected within 50 feet of the right-of-way line of any road within Hidden Canyon Ranch nor within 25 feet of any side or rear line of any parcel unless approved by the Property Owners Association board.

Article 5 – TRASH AND RUBBISH

Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition so as not to endanger wildlife. Refuse, junk, and dumping trash on parcels is prohibited. , Non-operational or non-licensed vehicles shall not be kept on parcels unless it is kept or stored in a fully enclosed building.

Article 6 – UTILITY EASEMENTS

A 10 foot easement running parallel to and on either side of interior property lines and a 20 foot easement on the interior side of all exterior property lines is hereby set aside for the purpose of installing electric lines or utilities to parcels within Hidden Canyon Ranch.

Article 7 – ROAD EASEMENTS

A 60 foot wide easement for Access Roads, being 30 feet from the center line of road, is reserved for ingress and egress and utilities to each parcel. No gates or obstructions will be placed upon or block any Access Roads unless that Access Road terminates on the Parcel Owner's property. All Access Roads and other common areas shall be maintained by the Hidden Canyon Ranch Property Owners Association.

Article 8 – COMMON EXPENSES

- (a) All parcels within Hidden Canyon Ranch shall be subject to an initial assessment of \$400 per year for Property Owners fees, to be determined by

the Hidden Canyon Ranch Property Owners Association and according to Colorado Common Ownership Act pursuant to C.R.S. 38-33.3-116 the initial fees may not exceed this four hundred dollars.

- (b) 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. Because these covenants hereby provide 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 at any time the maximum amount provided for in the above referred to statute as it may from time to time be amended.
- (c) Under no circumstances, unless these covenants shall be amended in accordance with the provisions contained herein, shall the Hidden Canyon Ranch Property Owners 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 herein.
- (d) According to this provision C.R.S. 38-33.3-116 the initial four-hundred-dollar limitation set forth in subsection (2) of this section shall be increased annually on July 1, 1999, and on July 1 of each succeeding year in accordance with any increase in the United States department of labor bureau of labor statistics final consumer price index for the Denver-Boulder consolidated metropolitan statistical area for the preceding calendar year. The limitation shall not be increased if the final consumer price index for the preceding calendar year did not increase and shall not be decreased if the final consumer price index for the preceding calendar year decreased.

Article 9 – ANIMALS

Animals and livestock will be allowed on Hidden Canyon Ranch for personal use of parcel owners. Any animals raised for commercial activity must be approved by the Hidden Canyon Ranch Property Owners Association board. Commercial feed lots and swine shall be prohibited. Each parcel owner who maintains animals or livestock is responsible for erecting and maintaining fence lines so that animals or livestock is restricted to the boundaries of their parcel.

Article 10 – NUISANCES

No owner shall cause or allow the origination of excessive sounds or odors from his parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his parcel. In case of a dispute, at the request of an owner, the Hidden Canyon Ranch Property Owners Association board shall make the final determination of what constitutes a nuisance.

Article 11 – TEMPORARY RESIDENCES

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 a cumulative total of 180 days in any calendar year.

Article 12 – LAND USE

Commercial wood harvesting, mining (including the removal of soil, gravel or rock) is prohibited. Further subdivision of less than 35 acres, of a 35 acre or larger parcel subject to these covenants, is prohibited. No Commercial or business enterprise shall be permitted upon any parcel unless approved by the Hidden Canyon Ranch Property Owners Association Board. In-home occupations which do not create undue traffic, road deterioration or other hardships to property owners will be allowed.

Article 13 – 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, unless an instrument signed by not less than two-thirds majority of the land owners of the parcels has been recorded, changing said covenants in whole or in part.

Article 14 – SEVERABILITY

Invalidation of any of these covenants or any part thereof by judgment of court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

Article 13 – FEES AND ENFORCEMENT

All parcels within the Hidden Canyon Ranch shall be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Initial fees will be no more than \$400.00 per year per parcel and will commence upon conveyance at date of closing. Whenever the obligation to pay fees arises after the start of the assessment year, the first year's fees will be prorated to the commencement date for the parcel involved. Fees shall be payable in advance starting July 15th of each year. Each property owner shall be responsible for payment of all fees and any costs (including attorney fees) necessary to enforce any violation of these covenants affecting his or her parcel. Failure to pay fees shall be deemed a violation of these covenants. Unpaid fees and costs shall cause a lien to be recorded against the property and such lien may be foreclosed through a judicial foreclosure of the property.

Developer does not pay any dues or assessments on lots it owns or on properties it may regain through foreclosure but, developer may make, at its sole discretion,

contributions to the association from time to time until such time as control of the association is transferred to the owners.

In witness whereof, Peggy Nunn subscribed his name this ____ day of November, 2002.

**By: _____
Peggy Nunn**

**State of Colorado }
 } ss.
County of Las Animas }**

The foregoing instrument was acknowledged before me this _____ day of _____ 2002 by Peggy Nunn.

Witness my official hand and Seal.

My Commission Expires: _____