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**Bar D Ranch Filings 1,2,3, and 4  
Declaration of Protective Covenants**

State of Colorado)

)SS.

County of Park )

Know all persons by these presents:

**That Whereas,** the Board of Directors, hereinafter called the Board, of Bar D Owners Association is responsible for the managing and directing of the property known as the Bar D Ranch situate in the County of Park and the State of Colorado.

**Now Therefore,** all purchasers of property and grantee (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of said tract of land, the Board hereby declares to and agrees with each and every person who shall be or shall become owner of record of any said parcels, in addition to the ordinances of the County of Park, State of Colorado, shall be and are hereby bound by the Covenants set forth in these presents.

**1. Intent and Use:** It is the intent of the Board to maintain the beauty, tranquility, maximum carrying capacity, and natural environment of a working ranch for the owners of the Ranch and their successors in interest. Owners of property in the ranch shall have the right of use and quiet enjoyment of their property as a working mountain ranch. Purchasers, their heirs, successors and assigns, agree to abide by the intent as stated in these covenants.

**2. Fences:** External fences shall not be removed.

Any property owner's livestock shall be confined to the property owner's fenced area and maintained so as not to create a nuisance to other property owners. Dogs and other pets will be under the control of owners at all times. Parcel owners expressly, impliedly and constructively agree, by ownership of property in the ranch, that the Board, ranch owners and/or employees, and the Owners Association are not liable for any injury to property or persons that may be caused by open range grazing.

**3. Construction:** Prior to commencement of construction of any structure on any property located within the boundaries of the Ranch, written approval must be obtained from the Bar D Owners Association (BDOA).

**4. Set Back Requirements and Easements:** Set back Requirements and Easements as set forth herein may be adjusted in cases of topographical limitations or where excessive destruction of trees or foliage would be necessary to comply. Exceptions must be granted by the Board.



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5. **Dwellings and Location:** Only one single-family dwelling shall be erected on each separate parcel of land, and will contain a minimum size of four hundred (400) square feet of enclosed living space exclusive of garages and porches. The dwelling, barns and other out buildings will be stained or painted in natural earth tones to blend with the surrounding terrain and ground cover.

Dwellings and other improvements shall be set back a minimum of one hundred (100) feet from easements and property boundaries.

In addition to these covenants, structures must comply with Park County building and sanitation codes and requirements.

6. **Temporary Residences:** Mobile homes and modular homes with an appearance of mobile homes shall not be permitted. All campers, where permitted by County Zoning, must be of a temporary and transportable nature, and must comply with County regulations in regards to disposal of sewage and gray water. Campers may not be left on the property year-round, but must be pulled in and out with use until a permanent residence is constructed on the property.

Burning of trash or dumping of chemical toilets shall not be permitted except where designated.

7. **Roads:** each parcel sold shall have a legal access by private deeded easement or roads to a maintained public road. Maintenance of private access roads will be the responsibility of the property owners individually and through the Owners Association (see paragraph 10). Property owners may construct driveways from designated access easements to and on their property to their homesites with due consideration to preserving the natural appearance and terrain. All access roads are private easements for the use of owners and their guests only.

Property owners shall install a culvert for road ditch drainage at the driveway to their property prior to beginning any construction on the property. Culverts shall be a minimum of eighteen (18) inches in diameter and ten feet in length. Properties with construction existing prior to July 29, 1987, shall have a culvert installed prior to additional construction or before July 20, 1989, whichever is earlier. Where drainage does not necessitate a culvert, property owners must apply for a covenant waiver to eliminate the installation of the culvert.

8. **Easements:** The board reserves, and each parcel shall have a fifty (50) foot wide non-exclusive common use easement running along the inside of all property lines that will be kept open and unfenced, and may be used by other property owners for convenient and non-motorized conveyance, access to public land and for maintenance of utilities. An application, with instructions, for covenant waiver may be obtained from the Secretary of the Board.
9. **Nuisance:** Nothing shall be done or permitted on any parcel or anywhere on the ranch which may be or become an annoyance or nuisance to other property owners. Obnoxious behavior on a property with vehicles of any type, whether from careless



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driving practice or from excessive noise or otherwise, is prohibited. Trail bikes, scooters, snowmobiles and motor vehicles create noise not in keeping with the quiet enjoyment of one's property; consequently, they will be used on developed roads only to go to and from the property.

- 10. Bar D Owners Association (BDOA):** Purchasers of property within the ranch automatically become members of the Owners Association. Purchasers/owners understand that continuing membership is a mandatory condition of ownership within the ranch. The purpose of the BDOA is to assume control of and responsibility for matters of common interest to all property owners. Examples of responsibilities of BDOA Board of Directors (Board) are: range management; maintenance of common use easement areas and equipment such as picnic tables; maintenance of signs and springs; maintenance of road easements; snow removal; and enforcement of protective covenants.

Membership in BDOA and cooperation with Board decisions and policies is a requirement concomitant with property purchase and ownership.

BDOA will operate as a non-profit organization, its books may be examined at all reasonable times by property owners, and rules and bylaws separate from these Protective Covenants will be provided each purchaser. BDOA will not create unreasonable burden, requirements, or costs upon property owners.

- 11. Waiver of Covenant:** The Board reserves the right to change, modify, omit, or replace any article of this covenant or to waive any requirement contained herein in favor of any property owner without being obligated to do the same for any other property owner.
- 12. Terms of Covenants:** These covenants and restrictions are to run with the land and shall remain in full force and effect for ten (10) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years.
- 13. Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Legal action to enforce the covenants may be brought by any property owner or by the Board.

In addition, if a judicial action is necessary to prohibit a covenant violation and a violation is established, the violator(s) shall pay all costs of the enforcement proceeding, including attorneys fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.



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**14. Conditions:** In the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

**15. Hunting:**

- a. There will be no outfitting allowed to operate on or from the Bar D Ranch.
- b. In order to maintain safety to all property owners and livestock, and to minimize trespassing, owners must accompany their guests while hunting. Guests will be limited to four (4).
- c. All Bar D owners are to issue hunting slips to their guests who will be hunting on the Ranch. Hunters should be identified with the lot and owner of that lot. Hunters without a personal hunting slip will be asked to leave the Ranch.

**BYLAWS OF BAR D OWNERS ASSOCIATION**

**A NON-PROFIT ORGANIZATION**

1. **NAME, OFFICES AND MEETING PLACES:** The name of the association is Bar D Owners Association, hereinafter referred to as BDOA. Meeting places will be designated by the Board of Directors. Registered Agent and office of record will be recorded with the Secretary of State and any changes will be filed as an amendment to the Corporate Charter.
2. **PURPOSE OF THE BDOA:** The purpose for which the association is organized shall be to maintain the private roads within the ranch, snowplow roads in winter, and to organize and operate recreational and social activities, and such facilities as may be placed under their jurisdiction, exclusively for the members of the BDOA, their families and guests. In fulfillment of these purposes, BDOA shall control and maintain said areas and facilities, and shall take other action as shall be consistent with the purpose of the association.  
  
BDOA shall operate as a non-profit organization, its books may be examined at reasonable times by property owners, and the BDOA shall not create unreasonable burden, requirements or costs upon property owners.
3. **MEMBERSHIP:** Any person, persons, or entity purchasing property within the Bar D Ranch automatically becomes a member of the BDOA at the time the agreement for sale and purchase of property is accepted by both purchaser and seller. This is the sole requirement for said membership. Each separate parcel of



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Bar D Ranch land represents one membership unit. Membership is appurtenant to and may not be separated from ownership of property, and is mandatory.

4. **SUSPENSION OF MEMBERSHIP RIGHTS:** If a member is in default in payment of assessments levied by BDOA, the member may not vote or use the common area facilities as may be developed, until such assessment has been paid and a lien may be recorded against the property.
5. **RIGHTS OF BDOA MEMBERS:** Each member and all members of the immediate family shall be entitled to the use and enjoyment of common easement areas. Upon sale of the property by Deed of Contract, said membership passes to the new owner with all rights, privileges, and obligations. The old member will notify the Secretary in writing of the name and address of the new owner.
6. **BOARD OF DIRECTORS:**
  - a. Number: Five (5) directors who must be members of BDOA.
  - b. Election: Commencing in 1986, all Directors will be elected to two year terms. The two offices being vacated in 1986 will be filled for two years. The three offices being vacated in 1987 will be filled for two years, etc.
  - c. Removal: Any director or directors may be removed by a majority vote of the BDOA members entitled to vote. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for his unexpired term.
  - d. Compensation: No director shall receive compensation for any services rendered; however, he may be reimbursed for actual expenses incurred in performance of official duties assigned by the Board in an official meeting and properly recorded in the minutes. A majority vote of the Board of Directors is needed to approve reimbursement to board members for any single expense over \$10.00. Individual board members may authorize reimbursements to any association board member, including themselves for any expenses of \$10.00 or less, up to a total of \$20.00 of individually authorized reimbursements in a calendar year. Directors must provide receipts or similar documentation for expenses.
  - e. Meetings of Directors: Meetings may be called by any two (2) directors, after not less than three days notice to each director. All meetings of the board of directors shall be open to the general membership.
  - f. Quorum: A majority of the total number of directors shall constitute a quorum, and decisions made by the quorum shall be binding upon all members of BDOA. A minimum of three votes is necessary to pass any motion in any Board meeting.

- g. All meetings of the BDOA will be conducted under the guidelines of Robert's Rules of Order, most recent edition.
- h. Duties: the Board of Directors shall keep association and financial records, and make annual reports to the BDOA members. They shall fix, change or amend yearly assessment, if any, as required to provide the association with sufficient operation capital. They shall also provide for the following items as funds and conditions permit:
  - 1) administration of protective covenants
  - 2) year round maintenance of private ranch roads
  - 3) maintenance of common use easement areas and equipment
  - 4) maintenance of springs and windmills
  - 5) surveillance of ranch property
  - 6) maintenance or replacement of signs
  - 7) management of such ranch operations as are vested in BDOA by owners
- i. Officers: Directors shall be elected to the specific positions of President, Secretary, Treasurer, Cattle Operations Manager and Member at Large. Election shall be by voting of the General Membership at the Annual Meeting.
- j. Treasurer must be bonded for a minimum of \$20,000 prior to receiving records and account access.
- k. Each newly elected Director shall be named in the amendment to the corporate charter, to be filed with the office of the Secretary of State.
- l. Members of the Board of Directors are authorized to contact government authorities to request enforcement of public health, safety, hunting, or zoning laws or rules on Bar-D land. Board members are authorized to access any easement area or association road for the purpose of assessing compliance to the covenants. Board members, or agents of the board, are authorized access to any lot participating in the cattle program, for the purpose of conducting the cattle program. Board members are not authorized to enter structures on any but association owned lots without owner permission.

**7. MEETING OF MEMBERS:**

- a. Annual Meeting: Annual meetings shall be held at the place and time set by the Board of Directors.
- b. Notice of Meeting: The Board of Directors will notify the membership of the meeting date, time, and location approximately thirty (30) days prior to said meeting.
- c. Quorum: One half of the total membership shall constitute a quorum whether in person or by proxy vote. The Board of Directors shall have the right to vote those votes of the members who are not represented either in person or by proxy at any BDOA general membership meeting, including the annual meeting. These votes must be cast in the same proportions as the votes of the BDOA members present and represented by proxy. The purpose of this is to ensure a quorum at any BDOA meeting, but at the same time ensure the rights and privileges of the BDOA membership.
- d. Proxies: Members may vote in person or by proxy at all meetings. Proxies will be mailed to and registered with the Secretary in writing prior to each meeting. Members of the Board of Directors may not vote by proxy.
- e. Minutes: Complete minutes will be kept of each meeting.
- f. Voting Procedures:
  - 1) Annual Meeting: Issues brought before the annual meeting of the BDOA shall be decided by a majority vote of the Bar D property owners present at that meeting.
  - 2) Mailed Ballots: Issues presented by a mailed ballot sent to all Bar D property owners shall be decided by a majority vote of the owners who respond by the posted deadline.

**8. ASSESSMENTS:**

- a. Purpose: The assessments, if any, shall be made for the purposes delineated in paragraph 6.h. preceding.
- b. Rate: Beginning in 2001, the Annual Dues for the Bar D Owners Association will be **\$150.00** per lot. A minimum of \$2,000.00 will be added to the Snow Removal Fund each year and if the money is not used, it will be placed in an interest bearing account until such time as it is needed.
- c. Beginning date of assessment: All assessments, if any, shall become due payable on January 15th of each year.

- d. **Assessment of Penalties:** All association dues assessed by the Board of Directors shall be payable on or before March 15<sup>th</sup> of every year. All members not paying by the deadline will be sent a certified return letter informing them that:
- 1) Association dues are delinquent, and
  - 2) A \$25.00 late fee is being added and an additional \$25.00 penalty will be added until a maximum of \$100.00 is reached, a total of 90 days of delinquency. When \$100.00 is reached, a lien will be filed against the property and attorney fees will be added to the total. Interest of 18% per annum will begin to be charged on March 16<sup>th</sup> and will be added to the total due every 30 days. A suit for judgment will be initiated against the member after one year and other legal action may be taken by vote of the Board.
  - 3) Persons experiencing financial difficulties may be given the opportunity to appeal to the Board for special consideration.
9. **AMENDMENTS:** The Bylaws may be amended by the Board of Directors as the need shall arise at any duly called meeting of the Board except as noted below; however, these amendments must be approved by the majority of members at the next annual meeting. The Board shall not be held liable for any damages resulting from changes made to the bylaws that are within their authority but not subsequently approved by the BDOA general membership, unless such action can be shown to be willful and wanton. The Board shall not have the power to amend the Bylaws in regard to the BDOA voting rights or procedures; these Bylaws can only be changed by a two-thirds (2/3) majority vote cast at a regular BDOA membership meeting.
10. **FISCAL YEAR:** The fiscal year shall coincide with the calendar year, ending on December 31<sup>st</sup> of each year.
11. **ROAD AND EASEMENT USE:** All roads and easements owned, maintained or controlled by BDOA shall be reserved for the exclusive use of dues-paid BDOA members, their families, and their guests. Service, professional, utility or construction vehicles specifically under contract to or invitation by BDOA or a dues-paid member will be allowed only as long as the contract or invitation remains in effect.
12. The Board of Directors, or its representative may not enter into any lease agreements which would restrict in any way the right of any Bar D Ranch property owners to fence all or part of their property and to graze their own livestock on their acreage.
13. **SPECIAL USE OF BDOA FUNDS:** Up to 75 percent of the BDOA funds shall be used towards road maintenance and improvement.