

# AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

For

## BLACKHAWK RANCH

The undersigned, representing the owners of real property in Las Animas and Huerfano County described in the Declaration of Protective Covenants for Blackhawk Ranch recorded in Book 410 at Pages 0628-0630 of the records of Huerfano County, Colorado on March 28, 1996 and the Amended Declaration of Protective Covenants recorded in Book 936 at Pages 730 of the records of Las Animas County, Colorado on November 4 1996, desire to amend said Protective Covenants. The undersigned republish and redeclare the Declaration of Protective Covenants in their present form as set forth below:

The Blackhawk Ranch Property Owners Association, Inc., A Colorado Non-Profit Association and the owners of real property situated in the Counties of Las Animas and Huerfano, State of Colorado, known as Blackhawk Ranch and legally described on AMENDED Exhibit A attached hereto, in order to protect the living environment and preserve the values in Blackhawk 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 comprising the above mentioned land is made specifically subject to the following described covenants.

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 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 Blackhawk Ranch Property Owners Association will be operated as per the bylaws of the Association:

- (a) Members: Every property owner will automatically be a member of the Property Owners Association.
- (b) Purpose: The purpose of the Association is to use its authority, as given in the bylaws:
  - (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 Blackhawk Ranch.
  - (4) To represent all property owners in matters of mutual interest.
  - (5) To administer and lease grazing rights.

III. DWELLINGS: No primary dwelling shall be built on Blackhawk Ranch that is less than 1,000 square feet of living space. Any structure must be on permanent footing or foundation. No commercial activity shall be permitted unless approved by the Property Owners Association Board. 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 prior approval is given by the Property Owners Association Board. Modular homes will be allowed on Blackhawk Ranch with the following specifications:

- The dwelling must be a minimum of 1,000 square feet of living space;
- The dwelling must be installed on a engineered permanent foundation;
- The dwelling must have brick, wood or cosmetically equivalent exterior siding on all exterior walls which provides consistent, continuous façade from the bottom of the soffit (top of wall section), downward to the top of the exposed perimeter wall, foundation, or to grade, whichever is applicable;
- The dwelling must have a pitched roof;

- The dwelling's plans and construction must conform to the State of Colorado in accordance with the Uniform Building Code and related codes.

IV. SETBACKS: No structure may be erected within fifty feet of the right-of-way line of any road within Blackhawk Ranch nor within twenty-five feet of any side or rear line of any parcel unless approved by the Property Owners Association Board

V. 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.

VI. UTILITY EASEMENTS: A twenty (20) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a forty (40) foot utility easement is hereby set aside on the interior side of all exterior lot lines. Utility easements may be used for recreational purposes including, but not limited to, hiking, biking and horseback riding. Utility easements must be maintained in as natural a state as possible; therefore no tree cutting or fencing will be permitted on the utility easements without prior approval from the Property Owners Association Board.

VII. NUISANCE: No owner shall cause or allow the origination of excessive odors or sounds 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 Property Owners Association Board shall make the final determination of what constitutes a nuisance.

VIII. ANIMALS: Animals will be allowed on Blackhawk Ranch for the personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association Board. Commercial feed lots and swine shall be prohibited from Blackhawk Ranch.

IX. MOTOR VEHICLES: 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. TEMPRARY 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 ninety (90) consecutive days in any calendar year.

XI. MOBILE HOMES: Mobile homes shall not be permitted on any parcel within Blackhawk Ranch.

XII. 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 acres is prohibited.

XIII. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

XIV. 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 part.

XV. 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.

XVI. COUNTY REGULATIONS: To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XVII. COUNTER PARTS: This instrument may be executed in a number of counterparts, any one of which may be considered an original.

XVIII FEES AND ENFORCEMENT: All parcels within Blackhawk Ranch shall be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Assessments may be increased only by majority vote of members of the Association. In no event shall assessments exceed \$370.00 per year except that this amount may be increased by the greater of 12% per annum or the percentage increase, if any, in the "Consumer Price Index-All Urban Consumers" for Denver, Colorado, between January 1 of the year in question and of the preceding year. Any increase in Association dues will also require written assurance that any such increase will not cause additional regulatory or other requirements to be imposed upon the Association, Declarant or any property owner.

Assessment for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar 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. 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. Unpaid fees and costs shall also be a lien and which lien may be foreclosed in the same manner as a mechanics lien.

IN WITNESS WHEREOF, James Mc Phearson of Blackhawk Ranch Property Owners Association, President of the Board of Directors, subscribed his name this \_\_\_ day of \_\_\_\_\_, 200\_.

By: \_\_\_\_\_,  
President of the Board of Directors, Blackhawk Ranch  
Property Owners Association

STATE OF COLORADO)  
  ) ss  
COUNTY OF Huerfano)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_ by James Mc Phearson President of the Board of Directors for Blackhawk Ranch Property Owners Association.

Witness my official hand and seal.

NOTARY'S SEAL AND SIGNATURE HERE

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AMENDED EXHIBIT "A"

Blackhawk Ranch Filing No. One and Filing No. Two, located in Huerfano County and Las Animas County, Colorado.

Blackhawk Ranch Filings No. Three through Ten, located in Huerfano County and Las Animas County, Colorado.