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**Original document:**

**Recorded July 31, 1979 at 3:05 P.M.**

**Book 298 Page 894**

**Reception Number 275711 Lola M. Pike, Park Co. Clerk & Recorder**

**Re-Recorded to include Amendment to Covenant No. 14 WATER. (See page 7):**

**Recorded October 20, 1999 at 4:34 P.M.**

**Reception Number 515516 Barbara J. Pasco, Park Co. Clerk & Recorder**

**DECLARATION OF PROTECTIVE COVENANTS**

**SILVERHEELS RANCH**

**FILING NO. 1**

STATE OF COLORADO)

) s.s.  
COUNTY OF PARK )

**KNOW ALL MEN BY THESE PRESENTS:**

That whereas the Declarant, Silverheels Partnership, a Colorado Partnership, hereinafter sometimes call Subdivider, is the owner of all tracts in Silverheels Ranch subdivision, situate in the County of Park and State of Colorado.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (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 deeds to tracts in said tract of land, said Subdivider hereby declares to and agrees with each and every person who shall be or shall become owner of any of said tracts, in addition to the ordinances of the County of Park, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

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

2. ARCHITECTURAL CONTROL COMMITTEE:

a. Purpose: To assure, through intelligent architectural control of building design, placement and construction, that Silverheels Ranch shall become and remain an attractive community, and to uphold and enhance property values.

b. Membership: The Architectural Control Committee is composed of three (3) persons appointed by Subdivider; provided, however, that after the erection of five (5) complete dwelling units within the subdivision the owners of said units will elect two (2) members of said committee. Term of membership on the committee is three (3) years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) percent of the tracts in Silverheels Ranch are sold and until five (5) complete dwellings have been erected, after which all three (3) members will be from the homeowners group. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the construction plans and specifications to include materials and colors to be used and a plan showing the location of the structure on the lot have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to other structures planned, to topography and to finished grade elevation. Structural color schemes will be compatible with the natural environment of the subdivision. Natural or earth colors (shades of brown or green or natural wood) are required.

d. Procedures: Contact with the Architectural Control Committee will initially be made through the Subdivider. The committee's approval or disapproval as required in these covenants shall be IN WRITING. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants herein requiring approval by the Architectural Control Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

### 3. DWELLINGS AND LOCATIONS:

A building permit must be obtained from Park County, prior to construction of any structure. The minimum size of the main dwelling shall be 600 square feet unless a minor exception due to architectural design is granted by Subdivider and/or Architectural Control Committee, and the width shall not be less than one-third of the length. All structures must be first approved in writing by the Architectural Control Committee.

On all tracts overlapping the Ridge between Beaver Creek and Crooked Creek, hereinafter referred to as The Ridge, dwellings can be constructed on the crest of The Ridge and eastward only. Building sites on said Ridge to be approved by County Building and Zoning officer.

Any structure built will conform to Title 6 of Colorado Revised Statutes, 1973, Article 7, Residential Energy Building Conservation Act of 1977, Section 6-7-106 as applies to minimum insulation standard for residential building.

Dwellings will be set back a minimum of fifty (50) feet from front and rear lot lines and thirty (30) feet from side lot lines. For tracts of ten (10) acres or larger setback is a minimum of one hundred (100) feet from all property lines. Exceptions to the setback requirements may be made by the Architectural Control Committee in cases where substantial extenuating circumstances exist provided, however, that any such exceptions must be requested in writing and granted by the Architectural Control Committee in writing. The exterior of each dwelling, or other structure located on any lot, shall be maintained in good repair and painted condition. Exteriors must be of colors to blend with the natural environment. ALL COLORS MUST BE FIRST APPROVED IN WRITING BY SUBDIVIDER OR ARCHITECTURAL CONTROL COMMITTEE.

a. Camper Units and Motor Homes: Must comply with County regulations. No mobile homes will be allowed for permanent use.

b. Exceptions: Set-back requirements as set forth above may be adjusted in cases of topographic limitations or where excessive destruction of trees or foliage would be necessary to comply. Exceptions must be granted IN WRITING by Subdivider or by the Architectural Control Committee, and by Park County (building department).

4. REFUSE AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and containers shall be kept in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Garbage and trash will be taken off the property when campers leave, or be otherwise secured where animals cannot get to it, and thus will not be encouraged to remain in the vicinity of houses and camps. There will be no dumping on any portion of the property.

5. EASEMENTS: Easements for installation and maintenance, utilities, roadways, driveways and such other purposes incident to development of the property are reserved as described or shown on the recorded plat. Such easements will be kept open and readily accessible.

When two flag lots have side by side "flagpoles" only one driveway will be constructed to serve both lots. Tracts fronting on the "flagpole" of any flag lot may use said "flagpole" to achieve access to their lots at any point where their lots front said "flagpole".

6. COMMON AREAS: Common areas are for the enjoyment of all property owners. Individual users should cooperate to police trash and endeavor to maintain said common areas in clean, neat, natural condition in keeping with the spirit and décor of a high-caliber community. All common areas shall be kept open and unfenced. State Game, Fish and Parks Department regulations must be complied with. Subdivider and/or Silverheels Ranch Owners Association reserves right to establish and change fishing policy on common area lakes. Owners of tracts along flood plain easements may not construct ponds and dams or in any way obstruct the natural flow of water. Any tract or tracts belonging to Park County are not included under terms of covenant restrictions.

7. NUISANCE: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities shall be carried on upon any tract. Obnoxious behavior on property with motor vehicles, whether from careless driving practice or from excessive noise, is prohibited. Storage of junk or old automobiles on lots is prohibited. Trail bikes, scooters and motor vehicles will be used on approved roads only.

8. ANIMALS: Animals may be kept, but should not be left unattended. No stables, corrals or other structure for the housing or feeding of horses or animals other than domestic pets, shall be located or placed on the west side of The Ridge or closer than fifty (50) feet to any lot line or street. Not more than four (4) horses may be kept on any tract without written approval of Subdivider or Architectural Control Committee. Dogs will be kept under control of owners at all times, in compliance with Park County Lease laws.

9. FENCES: Fencing along BLM land or National Forest land must be in accordance with lawful regulations. Existing boundary fences will not be removed, but may be reset to conform to staked property lines and/or be rebuilt as necessary. Tract owners purchasing tracts on the outside periphery of the subdivision agree to jointly maintain fences with adjacent owners of private property as and if necessary. All lots on the west boundary of the subdivision that have livestock or horses will be fenced by the lot owner.

10. SIGNS: Subdivider reserves the right to require modification or removal of signs if deemed not in keeping with the area and subdivision décor.

11. VEHICLE PARKING: No vehicles, trailers or vehicular equipment shall be habitually parked along any public road.

12. DRIVEWAYS: Culvert pipe of diameter and length approved by Park County must be used to cross road ditches. Driveway permits must be first obtained from Park County. The County Road Supervisor will advise owner of culvert size needed in area contemplated. (Park County regulations currently require that "Culverts serving private driveways from the county road shall be a minimum of 15" CMP (in diameter) and shall also have a minimum 12 inch cover. Driveway culverts shall extend a minimum of two (2) feet past the edge of the driveway on both ends".) Twenty (20) foot minimum length culvert pipe is recommended. Because too small pipe causes erosion of the road, it is essential that pipe of sufficient diameter be used.

13. SEWAGE: Sewage disposal systems shall comply with the requirements of the State of Colorado and Park County Health Department. State Law prohibits privies and outhouses whether chemical or dug; however, outside vaulted toilets are permitted, when first approved in writing by County Sanitarian. The septic tank or field system shall not be nearer than fifty (50) feet to any tract line except with consent of the appropriate health official of the State or County, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. Chemical toilets will not be dumped on Silverheels Ranch property. Property owners, to

obtain approval and the necessary permits, must consult with the Park County Sanitarian, Fairplay, Colorado, before installation of sanitation systems. Any systems on The Ridge must have location approval of the County Sanitarian, as no sewage systems are to be located on the west side of The Ridge.

14. WATER: Water shall be supplied to the subdivision by each individual lot owner drilling his own well. Before a lot purchaser can construct a well on his property, he must obtain a well permit from the Colorado State Engineer's Office in Denver, Colorado. Household use only well permits will be the only types of permits granted for construction of wells on the property. Wells will not be located on the west side of The Ridge.

15. FIREARMS: Discharge of firearms within the subdivision is prohibited.

16. SILVERHEELS RANCH OWNERS ASSOCIATION (SROA): Purchasers of tracts in Silverheels Ranch automatically become members of the Silverheels Ranch Owners Association, hereinafter referred to as SROA. Purchasers of tracts understand that membership in and full support of SROA is an absolute requisite for every purchaser and owner of a tract or tracts in Silverheels Ranch. The purposes of SROA are to assume ownership and control of, and responsibility for the common areas within the subdivision; to provide surveillance over the property, to include, but not limited to maintenance of signs and enforcement of Protective Covenants; to govern Silverheels Ranch as required; and to attend to such other matters as may be determined necessary by the SROA Directors. TRACT PURCHASERS UNDERSTAND THAT PAYMENT OF DUES TO SROA AND FULL COOPERATION WITH SROA DECISIONS AND POLICIES IS A REQUIREMENT CONCOMITANT WITH TRACT PURCHASE AND OWNERSHIP; THAT PERIODIC DUES AND/OR FEES WILL BE REQUIRED WHICH MUST BE PROMPTLY PAID, AND THAT NON-PAYMENT OF SUCH DUES OR FEES WILL CAUSE A RECORDED LIEN TO BE PLACED AGAINST THE DEFAULTING MEMBER'S TRACT OR TRACTS. Fees will be in accordance with SROA By-Laws. SROA will operate as a non-profit organization, its books may be examined at all reasonable times by property owners, and Rules and By-Laws separate from these Protective Covenants will be provided each purchaser prior to purchase of his tract. SROA will not create unreasonable burden, requirements, or costs upon property owners in Silverheels Ranch. Examples of SROA responsibilities are: the regulation and enforcement of the terms and conditions of the water augmentation plan and court decree concerning the water rights perfected by the subdivider to provide well permits for the subdivision, and to purchase more water if necessary; payment of taxes on community areas; maintenance of community areas and equipment; maintenance of lakes and dams; payments for stocking of lakes with fish; maintenance of common drinking water sources if provided; maintenance of sewage dump station if installed; enforcement of Protective Covenants; surveillance over property to prevent theft or vandalism, repainting or replacing of signs; surveillance over adjacent development and new County or State laws in order to maintain property owner's rights and uphold values; helping keep roads open in unusual winters (normally a County responsibility). Subdivider may retain control of and responsibility for above functions until ninety percent (90%) of all tracts are sold, at which time full responsibility must be vested in the SROA excepting that subdivider also may progressively relinquish control to the SROA as indicated by circumstances and in its sole discretion. There will be one vote per tract. Tract(s) belonging to the City of Fairplay and/or Park County are non-assessable and have one vote per tract owned; however they will not enjoy the use of common area facilities. Unsold tracts belonging to subdivider, its heirs, successors or assigns, are non-assessable.

17. RIGHT OF SUBDIVIDER: Subdivider, its successors or assigns, expressly reserves the right:

a. To amend or revoke any protective covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. To enter into agreements with the purchaser of any lot or lots (without the consent of the purchasers of other lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth and any such deviation which shall be manifested by agreements in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain full enforceable by the original Subdivider, his successors or assigns on all other lots located in the said subdivision and the grantees of such other lots, except as against the lot where such deviation is permitted.

c. To sell large portions of Silverheels Ranch area land, which may be excluded from the provisions of these covenants, and to place such restriction thereon as the highest and best use of the land requires, except that Subdivider agrees to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

d. To place special covenants on certain tracts designated by the subdivider for possible commercial zoning (normally tracts near entrance).

e. To maintain advertising, entrance, safety and directional signs throughout the subdivision.

18. TERM OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

19. 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. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. 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 alter or affect its enforcement. The invalidation by any court of a restriction herein contained shall not in anyway affect any of the other restrictions but they shall remain in full force and effect. Property owners in Silverheels Ranch expressly agree to abide by injunctions, without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. 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. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

20. SUBDIVIDER MAY ASSIGN: Silverheels Partnership may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

SILVERHEELS PARTNERSHIP,  
(a Colorado Partnership)

\_\_\_\_\_Kenneth H. Barber\_\_\_\_\_

Kenneth H. Barber, Partner

\_\_\_\_\_William W. Poleson\_\_\_\_\_

William W. Poleson, Partner

STATE OF COLORADO) )  
County of ) ss.

The foregoing statement was acknowledged before me this 26th day of July, 1979, by Kenneth H. Barber and William W. Poleson, Partners, Silverheels Partnership, a Colorado Partnership.

Witness my hand and official seal.

My commission expires: 10/26/81

Kathryn L. Miner

Notary Public

The following paragraph is added in whole to No. 14. entitled WATER of Silverheels Ranch Owners Association Declaration of Protective Covenants by a vote of amendment of a majority of SROA members on September 11, 1999 and duly recorded with Park County Clerk and Recorder in accordance with the terms and conditions of the decree Case No. 97CW370:

“Silverheels Ranch Subdivision consists of approximately 1,486 acres located in parts of Sections 21,22,27, and 28 in Township 9 South, Range 77 West, 6<sup>th</sup> P.M. in Park County. At full build-out Silverheels Ranch will be comprised of 201 single family residential lots. The augmentation plan decreed in Case No. W-9358-78 limiting well water to in house use is amended by Case No. 97CW370 to provide for additional uses including a combination of irrigation and/or stockwatering. Each lot owner may choose one of three scenarios on an annual basis as described below:

1. irrigation of up to 945 square feet per lot and no stockwatering
2. the stockwatering up to the equivalent of two horses and irrigation of up to 140 square feet per lot
3. a combination of the stockwatering equivalent of one horse and lawn and/or garden irrigation of up to 540 square feet.

Each of the three scenarios is limited to a consumptive use not to exceed 0.026 acre-feet per year per lot assuming an irrigation efficiency of 80% and a consumptive irrigation requirement of 1.2 acre-feet per acre. Stockwatering will be approximately 10 gallons per day per horse equivalent with a consumptive use rate of 100%. Annual consumptive use will be approximately 0.011 acre-feet per horse equivalent. Individual lot owners may elect to restrict their use to one of the three scenarios described above or to a metered limit of approximately 0.026 acre-feet of consumptive use x the number of lots owned per owner, so long as the total consumptive use for Silverheels Ranch Subdivision does not exceed approximately 5.28 acre-feet per year. Individual lot owners choosing to meter their water use will do so at their own expense and comply with reporting and use requirements. Replacement of depletions will vary depending on the number of lots irrigating and/or stockwatering. The number of lots falling under each category will be determined by an annual survey and recorded on an acceptable accounting form. Silverheels Ranch Owners Association (SROA) will provide a written means of reporting annual outdoor water usage to each lot owner. Each lot owner is required to report to SROA on an annual basis actual or projected specified outdoor water usage as decreed in Case No. 97CW370 on a schedule and accounting form as determined by SROA and the Colorado Division Engineer for Water Division 1, the administrator of both decrees Case No. W-9358-78 and 97CW370. Sanctions may be imposed on individual lot owners by both SROA and the Division Engineer for noncompliance with the terms and conditions in both decrees.”