

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
THE VACATION AND REPLAT OF  
THE WOODS AT BUCK MOUNTAIN FILING NO. 2**

Luning Prak Limited Liability Company, the “Declarant” and the owner of real property situated in the County of Custer, State of Colorado, known as the Woods at Buck Mountain Filing No. 2, a planned community, legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in the Woods at Buck Mountain, Filing No. 2, 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.

**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.

**I. PROPERTY OWNERS ASSOCIATION:** The Woods at Buck Mountain, Filing No. 2 Property Owners Association will be operated as per the by-laws of the association and governed by the Board of Directors. The Board of Directors shall be elected annually by the property owners.

**II.**

(a) **Members:** Every property owner will automatically be a member of the Property Owners Association and will be required to remain members in good standing as long as they own the property.

(b) **Purpose:** The purpose of the Association is to use its authority, as given by the by-laws of the Association,

- 1) To enforce the 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 Woods at Buck Mountain, Filing No. 2.
- 4) To represent all property owners in matters of mutual interest.

**III. NUMBER, IDENTIFICATION AND DESCRIPTION OF UNITS:** The maximum number of lots in the project is forty-four (44) and the identification, number and description of each Lot is shown on the Vacation and Replat of the Woods at Buck Mountain Filing No. 2.

**IV. BUILDING USE AND TYPE:** All Parcels designated shall be restricted to residential use either as vacation homes or year-round dwellings. Such structures shall be only one family dwellings and shall be for residential use only. Auxiliary buildings or structures usual to a residence may be erected or placed thereon. Not more than one dwelling shall be erected or placed on any lot except that one guesthouse and one caretaker’s house may be erected in addition to the main dwelling. Private stable, shed or animal shelter with no minimum dimensions shall be permitted provided such are not used for any commercial purposes.

- V. Architectural Committee:** The POA Board of Directors shall appoint an Architectural Committee and this committee shall approve any building plans prior to their implementation (Main House, Caretaker or Guest House, Barn, Garage or exterior structures). It is the lot owner's responsibility to submit all building plans to the Architectural Committee for review at least 60 days prior to their implementation. The plans shall meet all State and County regulations as well as the covenants for The Woods at Buck Mountain regarding (Dwelling Size, Setbacks, Earth Tone Construction, Water and Sewage, easements and lighting, etc.). The lot owner shall familiarize themselves with all building covenants and direct any questions to the Architectural Committee. No excavation or construction will be permitted until the lot owner receives a letter of final approval from the Architectural Committee.
- VI. DWELLING SIZE:** No primary dwelling shall be erected or placed on any parcel at the Woods at Buck Mountain Filing No. 2 unless that dwelling has a ground floor area of not less than 1,000 square feet, however, the guest house and caretaker's house ground floor area shall be of not less than 600 square feet exclusive of garages, carports, open porches, patios, or court areas unless such structure is given prior approval from the Property Owners Association. In addition, no fencing is to be erected until construction begins on the primary dwelling.
- VII. SETBACKS:** A professional survey (PPE, Perk, Plot, and Elevation) shall be submitted with the lot owners building plans to ensure setbacks requirements are met; and water and sewage requirements are met as stated in section IX. A Benchmark will be required if the building height does not meet the County requirement. No structure may be erected within one hundred (100) feet of the right-of-way line of any road within the Woods at Buck Mountain, Filing No. 2, nor within one hundred (100) feet of any side or rear line of any parcel. In the case of purchasers owning more than one parcel (if the parcels are contiguous) and building a single dwelling, this restriction shall apply to the parcel as a whole. For the purpose of these covenants, eaves, steps and open porches shall be considered as a part of the building.
- VIII. TIME OF CONSTRUCTION:** Once construction is started (as defined by the installation of footings and foundations) all exterior construction excluding decks, patios and landscaping must be completed within eighteen (18) months.
- IX. EARTH TONE CONSTRUCTION:** All improvements and structures (house, barn, garage, guest house, etc) shall be constructed of earth tone materials (logs, natural stone, etc) or finished in earth tone colors (e.g., brown, grey, green, etc.) Reflective materials are specifically prohibited. It shall be the burden of the Lot Owner to be in compliance with this covenant, therefore, if the Lot Owner has any concern(s) whatsoever that the planned structure or improvement may violate this covenant, they are to consult the Property Owners Association architectural committee. The POA Board of Directors shall appoint an architectural committee and this committee shall approve any building plans prior to their implementation.
- X. WATER AND SEWAGE:** All water wells and sewage disposal systems placed upon any parcel shall comply with the requirement of Custer County and the State of Colorado Health Department, and the Colorado Division of Water Resources. No septic tank or field system shall be nearer than one hundred (100) feet to any parcel line, 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. No outside toilets or privies shall be permitted on any parcel, except, once construction has started a temporary "port-a-pot" may be placed for use during the construction phase for a period not to exceed eighteen (18) months. All permanent toilet facilities must be a National Sanitary Foundation (NSF) approved system.

- XI. LIGHTING:** Outdoor lighting will be designed and used to comply with the spirit of “Dark Skies” although the International Dark Sky Association standards are not mandated. The POA Board of Directors will arbitrate complaints and decide when lighting becomes a nuisance.
- XII. EASEMENTS:** A ten (10) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior lot lines exclusive of road frontages. All future electric and phone lines shall be extended underground, excepting that the Property Owners Association Board may approve overhead lines where the terrain would make the placement of underground lines difficult. Easements for installation and maintenance of utilities, roadways and such other purposes incidental to development of the property as reserved and shown by noted on the recorded plat of The Woods at Buck Mountain, Filing No. 2, will be kept open and readily accessible for use, service and maintenance.
- XIII. NO-BUILD EASEMENTS:** Pursuant to and consistent with the vacation and Replat of the Woods at Buck Mountain Filing No. 2, a no- build easement has been set aside on Lots 5, 35, 36, 37, 38, 39, 40, 43, and 44 as shown on the shaded areas of the Vacation and Replat. This no-build area is defined as any portion of the Lots lying above 8,300 feet of elevation above mean sea level. A no build easement is also hereby set aside on Lots 9 and 10 as shown on the shaded areas of the Vacation and Replat. This no-build area is defined as any portion of the Lots indicated lying above 8,360 feet of elevation from mean sea level.
- XIV. UNDERGROUND UTILITY LINES:** Contractors are strongly encouraged to ascertain the location of underground utility lines and to contact Sangre de Cristo Electric in not sure of the location. If a contractor causes interruption of power to an occupied house by severing the underground power line, a penalty of \$200 shall be paid to the POA. If the power interruption continues for more than four hours, the penalty shall be increased by \$50 per hour for every hour or part of the interruption in excess of four hours. Such penalty shall be applicable seven days a week, 24 hours a day.
- XV. CENTRAL MAILBOX:** All mail shall be delivered to a central mailbox located at a location designated by the property owners association. Individual mailboxes are not permitted. Signs at individual lots shall be limited to the street number or owner’s name. Other signs shall be approved by the POA Board of Directors prior to erection and shall be of the design specified by the Property Owners Association.
- XVI. TRASH AND RUBBISH:** No part of the property above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste. All rubbish, garbage or other waste shall be consolidated away from homes in a central location and disposed of in a sanitary manner. All containers shall be bear-proof and kept in a clean, sanitary condition. Reasonable preventions shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the premises (except for cooking) unless in an approved incinerator with ash control.
- XVII. NUISANCES:** 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 exit on his parcel. In case of dispute, at the request of an owner, the Property Owners Association Board of Directors shall make the final determination of what constitutes a nuisance.
- XVIII. ANIMALS:** Animals will be allowed on the Woods at Buck Mountain Filing No. 2 for personal use of parcel owners. Dogs and other pets shall be properly supervised by their owners so that they do not become a nuisance to other property owners. This includes running free off their owners property, chasing livestock or wildlife. The POA Board of Directors will decide when a pet becomes a nuisance. Birdfeeders will be allowed if maintained so as not to attract bears and are brought in at night. Feeding of other wildlife is prohibited. Commercial feedlots and swine shall be prohibited from the Woods at Buck Mountain filing 2.

- XIX. PLAYGROUNDS:** Playgrounds shall be constructed of wood, without any brightly colored parts. Placement in a location not visible from the road is highly recommended.
- XX. 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.
- XXI. TEMPORARY RESIDENCES:** No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any parcel as temporary or permanent living quarters. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed thirty (30) continuous days.
- XXII. MOBILE HOMES:** Mobile homes or any buildings which could reasonably be construed as being a mobile home shall not be permitted on any parcel within the Woods at Buck Mountain Filing No. 2. Any dispute as to what shall constitute a mobile home shall be decided by the Woods at Buck Mountain Filing No. 2 POA Board of Directors.
- XXIII. RECREATION VEHICLES (RV'S):** Lot owners and their guests may park one RV per lot for one or more periods cumulatively not exceeding thirty days per year. Permanently stored RV's may remain on the premises if stored in an earth tone building or stored in a location screened by trees and not visible from any point on adjoining properties.
- XXIV. GUEST AND CARETAKER DWELLINGS:** A property owner may rent out his house, including his guest and caretaker' house. Guest and caretakers houses may not be rented out separately from the main dwelling. Conversion of a property to a timeshare form of ownership is specifically prohibited.
- XXV. LAND USE:** Commercial wood harvesting, mining (including the removal of soil, gravel, or rock) and or oil or gas production is prohibited; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted. The foregoing shall not be construed to prevent the drilling of water wells to serve the premises for domestic purposes. There shall be no re-subdivision of any of the said parcels.
- XXVI. HUNTING, TRAPPING, AND USE OF FIREARMS:** No hunting, trapping of any kind shall be permitted in any of the areas covered by these covenants. Further, no use of or discharge of firearms shall be permitted within any of the land areas herein covered with the only exception being that an individual lot owner or their invitees may target shoot on their lot only.
- XXVII. COMMERCIAL ACTIVITY:** No store, office or other place of business of any kind shall be erected or permitted upon any of the residential lots or any part thereof and no commercial activity shall be permitted.
- XXVIII. ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.
- XXIX. 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 a majority of the land owners of the parcels has been recorded, changing said covenants in whole or in part. All successive and future owners and occupants shall have the same right to invoke and enforce the covenants, conditions, restrictions and reservations applicable to this conveyance as the original parties thereto.

- XXX. 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.
- XXXI. COUNTY, STATE, AND FEDERAL 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. All county, state and federal laws and guidelines shall be followed in regards to zoning, zoning laws, building and building codes, water and water rights, if any.
- XXXII. COUNTERPARTS:** This instrument may be executed in a number of counter parts any of which may be considered an original.
- XXXIII. FEES AND ENFORCEMENT:** All parcels within The Woods at Buck Mountain, Filing No. 2 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 the members of the Association. In no event shall annual dues Assessments exceed \$400 per year, except that this amount may be increased annually on July 1, 2001 and as of January 1 of each succeeding year in accordance with any increase in the United States department of labor bureau statistics final consumer price index for the Denver-Boulder consolidated metropolitan statistical area for the preceding calendar 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.

Assessments for fees will commence upon conveyance at the date of closing, however, under no circumstances will the Declarant herein be responsible for association dues. 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 affecting his or her parcel. Failure to pay fees shall be deemed a violation of these covenants. Unpaid fees and costs shall also be a lien and may be foreclosed in the same manner as a mechanics lien.

- XXXIV. AMENDMENTS:** These covenants may be amended by the affirmative vote of two-thirds of all the parcel owners. As the property sells, each owner shall be entitled to one vote per parcel owned. The Board or one third of the owners may submit proposed amendments. Each owner shall receive the proposed amendments by e-mail unless certified mail is requested. The notice shall provide that the vote shall conclude at a time at least 60 days after the e-mail / mailing. Voting may be by mail, e-mail, in person or by written proxy.