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Nov 23, 1977 9:30

242-198

DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS  
FOR

THE WESTERN UNION RANCH, INC.

Declaration made as of this 18th day of  
November, 1977 by THE WESTERN UNION  
RANCH, INC., a Colorado corporation, hereinafter  
referred to as "Developer".

Developer is the owner of the real property  
described in Exhibit "A" of this Declaration, which  
the Developer intends to develop under the name and  
style of "The Western Union Ranch".

Developer desires to protect and enhance the  
value, desirability, and attractiveness of the said  
property and to disturb the natural environment as  
little as possible.

1. BUILDING TYPE AND USE: All tracts in the  
development, except for recreational vehicle campsites,  
common areas, and the commercial area are zoned R-1  
by the applicable Park County regulation. Property  
owners shall consult said zoning regulation for specific  
zoning use and restrictions prior to any construction on  
or use of a tract. Camping will be allowed in designated  
area determined by the developer as allowed under the

R-1 zoning provisions (III:7:b:15 - Camping) of the  
Park County Zoning Ordinance, as amended.

2. DWELLING: The ground floor area of the main structure of any dwelling constructed on a tract, exclusive of open porches, garages, and basements, shall be not less than 600 square feet and shall not be more than two-stories above ground and shall be placed on, or constructed on, a fully enclosed block or concrete foundation walls; open, exposed crawl spaces being prohibited. No building shall be more than two-stories in height above ground.

3. BUILDING LOCATION: No building shall be erected nearer than twenty-five (25) feet to any boundary, along a road, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of the tract. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole, for purposes of this covenant, eaves, steps, and open porches shall be considered as a part of the building.

4. BUILDING APPEARANCE: In order not to impair the appearance of the development, the exterior of each dwelling or other structure located on any tract shall be maintained in acceptable repair and condition, as the Board of Directors may, from time to time, determine. Structural color schemes shall be compatible with the natural environment. Natural or earth colors are encouraged.

~~5. EASEMENTS: Easements for the installation and maintenance of utilities, roadways, and such other purposes incident to development of the property~~

are granted as shown on the recorded plats recorded in Park County, Colorado, and rights-of-way shall be kept open and readily accessible for use, service and maintenance.

6. NUISANCES: Nothing shall be done or permitted on any tract which may be or become a nuisance. No noxious or offensive activities shall be carried on upon any tract. No unlicensed road vehicle shall remain on a tract for more than ninety (90) days.

7. WATER: Water shall be supplied by each owner drilling an individual well. The owner's water supply is subject to the terms and conditions of the Decree in Case No. W-S109-75 in the District Court for Water Division No. 1, Greeley, Colorado, and of record in the office of the Clerk and Recorder, Park County, Colorado. This Decree provides in part that no curtailment of diversions through facilities required to serve the 2400 single-family residential equivalent units shall be made unless there is insufficient water available for replacement of the consumptive use depletions of the development pursuant to the plan for augmentation contained within said Decree. However, if there is insufficient water available to satisfy the requirements of the plan for augmentation, individual wells are subject to curtailment. Before an owner can construct a well, a well permit must be obtained from the Colorado State

Engineer's Office in Denver, Colorado. No well permit may be obtained until the Buffalo Creek Reservoir or the Spring Creek Reservoir has been constructed and sufficient water either has been stored or is available for storage therein to meet the requirements of the plan for augmentation as described in the Decree described above. The foregoing Decree provides for 230 domestic well permits and 2170 household-use-only well permits. These will be the only types of permits granted for construction of wells on the property. Those property owners obtaining domestic well permits will be limited to not more than 1000 square feet of lawn and/or garden area to be irrigated from such well, along with normal household use. Those lot owners obtaining household-use-only well permits are not allowed any external use of water, such as irrigation of lawns or gardens, nor are they allowed outside hydrants for watering of domestic animals.

8. SEWAGE: Due to the climatic condition of Park County, and the requirements of the water augmentation plan, evapotranspiration sewage effluent disposal systems will not be allowed in this development. Only disposal systems which preclude evaporation at the surface shall be permitted in the development. Each

lot owner must obtain State and, if applicable, County Health Department approval for the installation and use of an on-site sewage disposal system.

9. HUNTING: No hunting shall be allowed within the development.

10. GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from public roads.

11. SIGNS: No sign of any kind shall be displayed to the public view on any tract except one sign of not more than six (6) square feet advertising the property for sale or rent, except as required in number 14.

12. CULVERTS: Buyers shall furnish where necessary, at their own expense, one county approved culvert of a minimum size of fifteen (15) inches, required for private access road to their property.

13. CLEARING OF TREES: There shall be no removal of living trees from any tract except that which must be removed in connection with construction

on the property, landscaping, or that which is consistent with generally recognized conservation practices.

14. FIRE PROTECTION: The Developer will provide one fire truck prior to the construction of any building on any tract in the development. The Developer will also construct a building to house the fire truck and a cistern under the building to provide surplus water for firefighting purposes. The ownership of the truck and the real property will be transferred to the Ranch of the Rockies Association and the Association will maintain the truck, equipment and real property to provide fire protection for the development. Each tract owner shall dispose of all tract clearing debris by chipping or removal in accordance with the directions and regulations of the Association; shall install a spark arrestor on all chimneys; and shall provide a visible and legible house number plainly seen from the road.

15. OVERNIGHT CAMPING: Mobile homes and campers will be allowed overnight camping in the campsite area designated in Filing No. 1, for those persons who are owners of a tract and are present to inspect their property or by those persons desiring to inspect the development for the purposes of purchasing a tract or campsite.

16. DAMS AND RESERVOIRS: Owners of tracts along flood plain easements may not construct ponds and dams or in any way obstruct the natural flow of water into common area ponds. All dams and reservoirs shall be under the control and direction of the Ranch of the Rockies Association.

17. TITLE TO COMMON AREAS: Title to all park sites, pasture lands, fire stations and other common areas will be conveyed to the Ranch of the Rockies Association.

18. COMMON AREAS: The common areas are for the enjoyment of all property owners. Individual users shall cooperate to police trash and maintain the common areas in a clean, neat, and natural condition. There shall be no overnight camping in any common area.

19. RANCH OF THE ROCKIES ASSOCIATION: The purchaser of a tract in the development, upon taking title, automatically becomes a member of the Ranch of the Rockies Association, (hereinafter referred to as the "Association"). Purchasers understand and agree, by taking title, that membership in and full support of the Association is an absolute requisite for every owner. The purposes of the Association are to assume ownership and control of, and responsibility for the common areas within the development, to provide surveillance over the property, to include,

maintenance of signs and enforcement of

protective covenants, and to attend to such other matters as may be determined necessary by the Association's Board of Directors. Purchasers understand and agree that payment of dues or assessments to the Association and full cooperation with Association decisions and policies are requirements concomitant with purchase and ownership, that periodic assessments, dues and/or fees will be required which must be promptly paid, and that nonpayment of such assessments, dues and/or fees will cause a recorded lien for the arrearages of such dues and fees to be placed against the defaulting member's tract or tracts.

The Association will operate as a non-profit organization, its books may be examined at any reasonable time by property owners, and copies of rules and by-laws separate from those protective covenants will be provided to each purchaser upon request. The Association will not create an unreasonable burden, requirement or cost for property owners in the development. Examples of Association responsibilities for purposes of illustration, but not in limitation of Association rights and duties, include the following: the regulation and enforcement of the terms and conditions of the water augmentation plan and court decree concerning the water rights obtained by the Developer to provide well permits for the development; payment of taxes on community areas; maintenance of community areas and community area equipment such as



picnic tables; maintenance of lakes and dams) stocking of lakes with fish; establishment and enforcement of fishing rules and regulations; maintenance of common drinking water sources; 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 owners' rights and uphold values.

Developer may retain control of and responsibility for all or some of the above functions until seventy-five percent (75%) of all tracts are sold, at which time, full responsibility must be vested in the Association, excepting that Developer also may progressively relinquish control to the Association as indicated by circumstances and in the sole discretion of the Developer.

20. ARCHITECTURAL CONTROL: Each person wishing to erect a structure on his property shall submit his plans and specifications to the Board of Directors of the Ranch of the Rockies Association for approval before commencing construction. The Board shall approve or disapprove the plans and specifications within thirty (30) days of receipt of those plans and specifications by the Board. If the Board does not act within thirty (30) days, the plans and specifications shall be deemed to have been approved by the Board.

~~21. BUILDING PERMITS - Park County requires a~~  
building permit before a property owner can construct

on his property. Building permits may be obtained from the Park County Building Inspector in Fairplay, Colorado.

22. ANIMALS, PET CONTROL: Domestic animals may be kept, but should not be left unattended. Pets shall not be permitted to run at large within the development or on adjacent lands and shall be required to be within the "positive control" of the owner thereof at all times. Positive control shall mean that the pet, when on the property or the owner thereof, is within the sight and earshot of an adult person on the property who is capable of summoning and controlling the pet, and, when off the property (within the development or on adjacent lands) is tethered with a leash no longer than ten (10) feet in length one end of which shall be held by a person capable of controlling the pet. No tethered pet shall be left unattended off the property of the above.

23. TERMS OF COVENANTS: Each of the covenants, restrictions, and reservations set forth herein shall run with the land and shall be binding for a period of ten (10) years from the date of the recording hereof in the Office of the Clerk and Recorder of Park County, Colorado, and shall automatically be continued thereafter for a successive period of ten (10) years, provided, however, that the owners of sixty-five percent (65%) of the tracts which are subject to these covenants may change or modify any one or more of said restrictions,

except those which deal with the use of water or sewage treatment systems, which are controlled by court decree, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the office of the County Clerk and Recorder of Park County, Colorado.

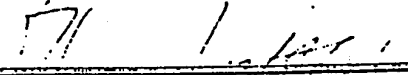
24. ENFORCEMENT: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

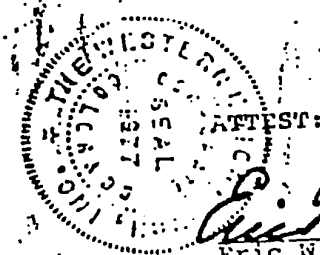
25. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.


26. DEVELOPER MAY ASSIGN: The Western Union Ranch, Inc. may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association or person.

IN WITNESS WHEREOF, the said Developer has hereunto set its hand and seal on this 18th day of November, 1977.

THE WESTERN UNION RANCH, INC.

BY:   
D. Henry Northington, President



  
Eric W. Soennichsen  
Secretary

BOOK 272 PAGE 209

2-N. J. ACKNOWLEDGEMENT, CORP.  
(Proof by Subscribing Witness)

ALL-STATE LEGAL SUPPLY CO  
269 SHEFFIELD STREET, MOUNTAINSIDE N.J. 07092

State of New Jersey,

County of BERGEN

} ss.:

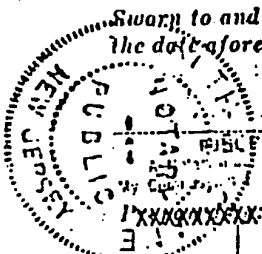
We **do** Remembered, that on this 18th day of November 19 77, before me,  
the subscriber, RUTH M. CRANE, a Notary Public

personally appeared ERIC W. SOENNICHSEN

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that  
he is the Secretary of The Western Union Ranch, Inc.  
the Corporation named in the within Instrument;

that D. Henry Northington is the  
President of said Corporation; that the execution, as well as the making of this Instrument, has  
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that  
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said  
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and  
delivered by said President as and for the voluntary act and deed of said Corpora-  
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,  
the date aforesaid.



*Eric W. Soennichsen*  
Eric W. Soennichsen  
Secretary

A TRACT OF LAND LOCATED IN SECTIONS 4, 8, 9 AND 17, T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID SECTION 17, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE N89°56'09"W ALONG THE SOUTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 2567.78' TO THE SOUTH 1/4 CORNER OF SAID SECTION 17, THENCE N00°22'30"W ALONG THE N/S CENTER SECTION LINE OF SAID SECTION 17 FOR A DISTANCE OF 5303.38' TO THE SOUTH 1/4 CORNER OF SAID SECTION 8, THENCE S89°27'43"W ALONG THE SOUTH LINE OF SAID SECTION 8 FOR A DISTANCE OF 1324.10' TO THE SW CORNER E1/2 SW1/4 OF SAID SECTION 8, THENCE N00°02'38"E ALONG THE WEST LINE OF SAID E1/2 SW1/4 FOR A DISTANCE OF 2352.64' TO THE SOUTH EASTERLY R.O.W. OF U.S. HIGHWAY NO. 24, THENCE ALONG SAID R.O.W. FOR THE FOLLOWING 5 COURSES; N46°48'57"E FOR A DISTANCE OF 1485.79', THENCE S43°11'03"E FOR A DISTANCE OF 20.00', THENCE N46°48'57"E FOR A DISTANCE OF 1293.38', THENCE N43°11'03"W FOR A DISTANCE OF 20.00', THENCE N46°48'57"E FOR A DISTANCE OF 1514.54' TO A POINT ON THE NORTH LINE OF SAID SECTION 8, THENCE N89°56'50"E ALONG SAID NORTH LINE FOR A DISTANCE OF 846.66' TO THE NE CORNER OF SAID SECTION 8, THENCE N89°53'27"E ALONG THE SOUTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 1321.51' TO THE SW CORNER SE1/4 SW1/4 OF SAID SECTION 4, THENCE N00°53'29"W ALONG THE WEST LINE OF SAID SE1/4 SW1/4 FOR A DISTANCE OF 1335.75' TO THE NW CORNER OF SAID SE1/4 SW1/4, THENCE S89°58'23"E ALONG THE NORTH LINE OF SAID SE1/4 SW1/4 FOR A DISTANCE OF 1321.78' TO THE NE CORNER OF SAID SE1/4 SW1/4, THENCE S00°52'54"E ALONG THE N/S CENTER SECTION LINE OF SAID SECTION 4 FOR A DISTANCE OF 1332.60' TO THE NORTH 1/4 CORNER OF SAID SECTION 9, THENCE S01°16'41"W ALONG THE N/S CENTER SECTION LINE OF SAID SECTION 9 FOR A DISTANCE OF 5269.68' TO THE SOUTH 1/4 CORNER OF SAID SECTION 9, THENCE N89°48'00"W ALONG THE SOUTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 2532.62' TO THE NE CORNER OF SAID SECTION 17, THENCE S01°37'01"W ALONG THE EAST LINE OF SAID SECTION 17 FOR A DISTANCE OF 2529.38' TO THE EAST 1/4 CORNER OF SAID SECTION 17, THENCE S00°31'38"E CONTINUING ALONG SAID EAST LINE FOR A DISTANCE OF 2802.75' TO THE TRUE POINT OF BEGINNING. CONTAINING 1043.19 ACRES MORE OR LESS. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION.

NOTE: LEGAL DESCRIPTION FOR PROPOSED FILING NO. 1 WESTERN UNION RANCH.

AND  
ROAD DEDICATION

A ROAD 60' IN WIDTH KNOWN AS RANCH ROAD BEING LOCATED IN PARTS OF SECTIONS 17 AND 20 T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE N1/4 CORNER OF SAID SECTION 17, THENCE S00°22'30"E ALONG THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 17 FOR A DISTANCE OF 129.85' TO A POINT ON THE CENTER LINE OF SAID RANCH ROAD SAID POINT BEING THE TRUE POINT OF BEGINNING. THENCE SOUTHERLY ALONG SAID CENTER LINE FOR THE FOLLOWING 24 COURSES; TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 05°57'11" AND WHOSE RADIUS IS 665.92' FOR A DISTANCE OF 69.19', THENCE S25°33'44"W FOR A DISTANCE OF 238.60';

THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 34°50'54" AND WHOSE RADIUS IS 190.61' FOR A DISTANCE OF 116.26', THENCE S00°30'28"W FOR A DISTANCE OF 230.95', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 34°15'22" AND WHOSE RADIUS IS 194.69' FOR A DISTANCE OF 116.40', THENCE S26°15'05"W FOR A DISTANCE OF 695.20', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 16°37'10" AND WHOSE RADIUS IS 410.80' FOR A DISTANCE OF 119.16', THENCE S09°37'55"W FOR A DISTANCE OF 488.08', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 20°02'58" AND WHOSE RADIUS IS 452.56' FOR A DISTANCE OF 158.36', THENCE S29°40'53"W FOR A DISTANCE OF 218.02', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 16°48'38" AND WHOSE RADIUS IS 338.38' FOR A DISTANCE OF 99.28', THENCE S12°52'15"W FOR A DISTANCE OF 226.90', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 16°20'20" AND WHOSE RADIUS IS 557.27' FOR A DISTANCE OF 158.91', THENCE S03°28'05"E FOR A DISTANCE OF 514.21', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 03°15'59" AND WHOSE RADIUS IS 1753.63' FOR A DISTANCE OF 99.97', THENCE S06°44'04"E FOR

A DISTANCE OF 900.23', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $04^{\circ}53'23''$  AND WHOSE RADIUS IS 1171.05' FOR A DISTANCE OF 99.94', THENCE  $S01^{\circ}50'41''E$  FOR A DISTANCE OF 617.70', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $04^{\circ}54'06''$  AND WHOSE RADIUS IS 1168.19' FOR A DISTANCE OF 99.94', THENCE  $S03^{\circ}03'25''W$  FOR A DISTANCE OF 257.92', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $26^{\circ}57'58''$  AND WHOSE RADIUS IS 291.95' FOR A DISTANCE OF 137.41', THENCE  $S30^{\circ}01'23''W$  FOR A DISTANCE OF 1825.41', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $27^{\circ}50'01''$  AND WHOSE RADIUS IS 322.86' FOR A DISTANCE OF 156.84', THENCE  $S02^{\circ}11'22''W$  FOR A DISTANCE OF 789.42' TO A POINT ON THE NORTHERLY R.O.W. OF LARIAT LOOP, A ROAD IN THE WESTERN UNION RANCH, FILING NO. 2, SAID POINT BEING THE END OF THIS ROAD CENTER LINE AND DEDICATION. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION.

AND

ROAD DEDICATION

A ROAD 60' IN WIDTH KNOWN AS BRIDLE PATH BEING LOCATED IN PART OF SECTION 17, T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE N $\frac{1}{4}$  CORNER OF SAID SECTION 17, THENCE  $S00^{\circ}22'30''E$  ALONG THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 17 FOR A DISTANCE OF 505.63' TO A POINT ON THE CENTERLINE OF SAID ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE  $N83^{\circ}21'14''W$  FOR A DISTANCE OF 196.03' TO A POINT ON THE CENTERLINE OF RANCH ROAD AS PREVIOUSLY DESCRIBED. SAID POINT BEING THE END OF THIS ROAD CENTERLINE AND DEDICATION. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION.

AND

ROAD DEDICATION

A TRACT OF LAND BEING A ROAD RIGHT OF WAY OF BRIDLE PATH LYING IN PART OF SECTION 20 T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE N $\frac{1}{4}$  CORNER OF SAID SECTION 20, THENCE  $S89^{\circ}56'09''E$  ALONG THE SAID NORTH LINE OF SAID SECTION 20 FOR A DISTANCE OF 572.85' TO A POINT ON THE EASTERLY RIGHT OF WAY OF BRIDLE PATH, THENCE WESTERLY ALONG SAID R.O.W. FOR THE FOLLOWING 7 COURSES,  $S57^{\circ}13'23''W$  FOR A DISTANCE OF 45.15', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $32^{\circ}35'54''$  AND WHOSE RADIUS IS 235.20' FOR A DISTANCE OF 133.81', THENCE  $S89^{\circ}49'17''W$  FOR A DISTANCE OF 219.41', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $02^{\circ}17'48''$  AND WHOSE RADIUS IS 2464.40' FOR A DISTANCE OF 98.78', THENCE  $S87^{\circ}31'29''W$  FOR A DISTANCE OF 524.37', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $02^{\circ}04'31''$  AND WHOSE RADIUS IS 2790.57' FOR A DISTANCE OF 101.08', THENCE  $S89^{\circ}36'00''W$  FOR A DISTANCE OF 505.50' TO A POINT ON THE EASTERLY RIGHT OF WAY OF RANCH ROAD, THENCE NORTHERLY ALONG SAID R.O.W. AND TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $15^{\circ}21'42''$  AND WHOSE RADIUS IS 321.95' FOR A DISTANCE OF 86.32' TO A POINT ON THE NORTH LINE OF SAID SECTION 20, THENCE  $N89^{\circ}24'45''E$  ALONG SAID NORTH LINE FOR A DISTANCE OF 1020.49' TO THE N $\frac{1}{4}$  CORNER OF SAID SECTION 20, TO THE POINT OF BEGINNING CONTAINING 2.67 ACRES, MORE OR LESS. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 20, T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID SECTION 20, THENCE N59°01'20"W FOR A DISTANCE OF 1750.55', TO A POINT ON THE SOUTHERLY R.O.W. OF A ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG THE SOUTHERLY AND WESTERLY R.O.W. OF SAID ROAD FOR THE FOLLOWING 33 COURSES, TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 51°18'03" AND WHOSE RADIUS IS 194.71' FOR A DISTANCE OF 85.01', THENCE S29°15'12"W FOR A DISTANCE OF 103.65', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 35°35'58" AND WHOSE RADIUS IS 284.95' FOR A DISTANCE OF 177.05', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 21°20'40" AND WHOSE RADIUS IS 464.35' FOR A DISTANCE OF 172.98', THENCE S86°11'50"W FOR A DISTANCE OF 126.60', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 34°52'26", AND WHOSE RADIUS IS 161.03' FOR A DISTANCE OF 98.01', THENCE S51°19'24"W FOR A DISTANCE OF 196.38', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 12°18'28" AND WHOSE RADIUS IS 586.48' FOR A DISTANCE OF 125.98', THENCE S63°37'52"W FOR A DISTANCE OF 107.08', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 07°03'53", AND WHOSE RADIUS IS 840.00' FOR A DISTANCE OF 103.57', THENCE S70°41'45"W FOR A DISTANCE OF 210.56', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 42°36'30" AND WHOSE RADIUS IS 312.07' FOR A DISTANCE OF 232.08', THENCE N66°41'45"W FOR A DISTANCE OF 82.73', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 12°24'30", AND WHOSE RADIUS IS 489.95', FOR A DISTANCE OF 106.11', THENCE N54°17'14"W FOR A DISTANCE OF 65.37', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 07°46'21" AND WHOSE RADIUS IS 706.02' FOR A DISTANCE OF 95.78', THENCE N62°03'35"W FOR A DISTANCE OF 162.16', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 06°17'31" AND WHOSE RADIUS IS 939.71' FOR A DISTANCE OF 103.19', THENCE N55°46'05"W FOR A DISTANCE OF 300.92', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 15°14'27" AND WHOSE RADIUS IS 403.72' FOR A DISTANCE OF 107.39', THENCE N40°31'38"W FOR A DISTANCE OF 367.57', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 19°07'32" AND WHOSE RADIUS IS 326.79' FOR A DISTANCE OF 109.08', THENCE N21°24'06"W FOR A DISTANCE OF 78.15', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 08°25'47" AND WHOSE RADIUS IS 708.45' FOR A DISTANCE OF 104.23', THENCE N12°58'19"W FOR A DISTANCE OF 196.91', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 11°24'18" AND WHOSE RADIUS IS 470.71' FOR A DISTANCE OF 93.70', THENCE N24°22'37"W FOR A DISTANCE OF 92.98', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 04°09'02" AND WHOSE RADIUS IS 1349.83' FOR A DISTANCE OF 97.78', THENCE N28°31'39"W FOR A DISTANCE OF 251.16', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 04°06'40" AND WHOSE RADIUS IS 1363.08' FOR A DISTANCE OF 97.81', THENCE N32°38'19"W FOR A DISTANCE OF 228.32', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 34°49'40" AND WHOSE RADIUS IS 221.30' FOR A DISTANCE OF 134.52', THENCE N02°11'22"E FOR A DISTANCE OF 262.29' TO A POINT ON THE NORTHERLY R.O.W. OF ANOTHER ROAD, THENCE EASTERLY AND SOUTHERLY ALONG SAID R.O.W. FOR THE FOLLOWING 25 COURSES, N86°21'29"E FOR A DISTANCE OF 176.58', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 35°14'31" AND WHOSE RADIUS IS 158.87' FOR A DISTANCE OF 97.74', THENCE N51°06'39"E FOR A DISTANCE OF 451.54' THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 15°47'16" AND WHOSE RADIUS IS 462.74' FOR A DISTANCE OF 127.51', THENCE N66°53'55"E FOR A DISTANCE OF 179.11', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 06°16'32" AND WHOSE RADIUS IS 942.07' FOR A DISTANCE OF 103.19', THENCE N73°10'27"E FOR A DISTANCE OF 142.19', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 10°26'03" AND WHOSE RADIUS IS 577.59' FOR A DISTANCE OF 105.19', THENCE N83°36'31"E FOR A DISTANCE OF 403.10', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 15°37'28" AND WHOSE RADIUS IS 467.32' FOR A DISTANCE OF 127.44', THENCE S80°46'01"E FOR A DISTANCE OF 892.90', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 31°37'28" AND WHOSE RADIUS IS 241.86' FOR A DISTANCE OF 133.50', THENCE S49°08'33"E

FOR A DISTANCE OF 893.15', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $05^{\circ}57'23''$  AND WHOSE RADIUS IS 1567.71' FOR A DISTANCE OF 162.98', THENCE  $S43^{\circ}11'10''E$  FOR A DISTANCE OF 1015.38', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $35^{\circ}21'59''$  AND WHOSE RADIUS IS 218.20' FOR A DISTANCE OF 134.68', THENCE  $S07^{\circ}49'11''E$  FOR A DISTANCE OF 176.57', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $73^{\circ}46'45''$  AND WHOSE RADIUS IS 109.94' FOR A DISTANCE OF 141.57', THENCE  $S65^{\circ}57'34''W$  FOR A DISTANCE OF 69.18', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $23^{\circ}40'48''$  AND WHOSE RADIUS IS 268.50' FOR A DISTANCE OF 110.97', THENCE  $S89^{\circ}38'22''W$  FOR A DISTANCE OF 104.92', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $42^{\circ}35'00''$  AND WHOSE RADIUS IS 149.62' FOR A DISTANCE OF 111.20', THENCE  $S47^{\circ}03'22''W$  FOR A DISTANCE OF 121.14', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $33^{\circ}34'56''$ , AND WHOSE RADIUS IS 173.51', FOR A DISTANCE OF 101.70', THENCE  $S80^{\circ}38'18''W$  FOR A DISTANCE OF 517.83' TO THE TRUE POINT OF BEGINNING. CONTAINING 19852 ACRES MORE OR LESS. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION.

NOTE: LEGAL DESCRIPTION FOR PROPOSED FILING NO. 2 WESTERN UNION RANCH.



CORRECTED COPY

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTIONS 19 AND 20, T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID SECTION 19, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE N78°10'26"W FOR A DISTANCE OF 1286.34', THENCE N47°05'57"W FOR A DISTANCE OF 1371.64', THENCE N40°03'31"W FOR A DISTANCE OF 1380.60', THENCE N45°58'04"W FOR A DISTANCE OF 1277.59', THENCE N52°24'02"W FOR A DISTANCE OF 1305.33' TO THE NW CORNER S1/2 N1/2 OF SAID SECTION 19, THENCE S89°52'02"E ALONG THE NORTH LINE OF SAID S1/2 N1/2 FOR A DISTANCE OF 5153.96' TO THE NE CORNER OF SAID S1/2 N1/2, THENCE S89°52'02"E FOR A DISTANCE OF 844.28' TO A POINT ON THE WESTERLY R.O.W. OF A ROAD KNOWN AS RANCH ROAD, THENCE ALONG SAID R.O.W. FOR THE FOLLOWING 19 COURSES; S30°01'23"W FOR A DISTANCE OF 406.99', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 27°50'01" AND WHOSE RADIUS IS 352.86' FOR A DISTANCE OF 171.41', THENCE S02°11'22"W FOR A DISTANCE OF 1054.78', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 34°49'40" AND WHOSE RADIUS IS 221.30' FOR A DISTANCE OF 134.52', THENCE S32°38'19"E FOR A DISTANCE OF 228.32', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 04°06'40" AND WHOSE RADIUS IS 1363.08' FOR A DISTANCE OF 97.81', THENCE S28°31'39"E FOR A DISTANCE OF 251.16', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 04°09'02" AND WHOSE RADIUS IS 1349.83' FOR A DISTANCE OF 97.78', THENCE S24°22'37"E FOR A DISTANCE OF 92.98', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 11°24'18" AND WHOSE RADIUS IS 470.71' FOR A DISTANCE OF 93.70', THENCE S12°58'19"E FOR A DISTANCE OF 196.91' THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 08°25'47" AND WHOSE RADIUS IS 708.46' FOR A DISTANCE OF 104.23', THENCE S21°24'06"E FOR A DISTANCE OF 78.15', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 19°07'32" AND WHOSE RADIUS IS 326.79' FOR A DISTANCE OF 109.08', THENCE S40°31'38"E FOR A DISTANCE OF 367.57' THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 15°14'27" AND WHOSE RADIUS IS 403.72' FOR A DISTANCE OF 107.39' THENCE S55°46'05"E FOR A DISTANCE OF 300.02', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 06°17'31" AND WHOSE RADIUS IS 939.71' FOR A DISTANCE OF 103.19', THENCE S62°03'35"E FOR A DISTANCE OF 162.16', THENCE S39°57'27"W LEAVING SAID R.O.W. FOR A DISTANCE OF 485.92' TO A POINT ON THE SOUTH LINE OF SAID SECTION 20, THENCE N89°41'18"W ALONG SAID SOUTH LINE FOR A DISTANCE OF 1687.21' TO THE TRUE POINT OF BEGINNING. CONTAINING 347.70 ACRES MORE OR LESS. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION.

AND

ROAD DEDICATION

A ROAD 60' IN WIDTH KNOWN AS WAGON WHEEL ROAD BEING LOCATED IN THE N1/2 N1/2 OF SECTION 19 T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NW CORNER OF SAID SECTION 19, THENCE S35°39'41"E FOR A DISTANCE OF 1630.01' TO A POINT ON THE CENTER LINE OF SAID WAGON WHEEL ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE SAID N1/2 N1/2 SECTION 19, THENCE

NORTHERLY ALONG SAID CENTERLINE FOR THE FOLLOWING 5 COURSES,  
N24°36'39"W FOR A DISTANCE OF 718.17', THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS 04°42'47" AND WHOSE RADIUS IS 1215.00' FOR A DISTANCE OF 99.94', THENCE N29°19'26"W FOR A DISTANCE OF 217.48', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS 28°14'43" AND WHOSE RADIUS IS 516.69' FOR A DISTANCE OF 254.71', THENCE N01°04'42"W FOR A DISTANCE OF 146.28' TO A POINT ON THE NORTH LINE OF SAID SECTION 19, SAID POINT BEING THE END OF THIS ROAD CENTERLINE AND DEDICATION. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION.

NOTE: LEGAL DESCRIPTION FOR PROPOSED FILING NO. 3 WESTERN UNION DANCH

BOX 272 215

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 18, T.13 S., R.76 W., OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID SECTION 18, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE  $N00^{\circ}05'49''W$  ALONG THE WEST LINE OF SAID SECTION 18 FOR A DISTANCE OF 2649.78' TO THE WEST 1/4 CORNER OF SAID SECTION 18, THENCE  $N00^{\circ}07'25''E$  CONTINUING ALONG SAID WEST LINE FOR A DISTANCE OF 541.25', THENCE  $N89^{\circ}51'25''E$  FOR A DISTANCE OF 148.12' TO THE SW CORNER OF A MINERAL SURVEY NO. 13728, THENCE  $N89^{\circ}51'25''E$  ALONG THE SOUTH LINE OF SAID MINERAL SURVEY AND THE SOUTH LINE OF MINERAL SURVEY NO'S. 13078 AND 18635 FOR A DISTANCE OF 1501.07' TO THE SE CORNER OF SAID MINERAL SURVEY NO. 18635, THENCE  $S15^{\circ}36'22''E$  FOR A DISTANCE OF 3336.96' TO THE SOUTH 1/4 CORNER OF SAID SECTION 18, THENCE  $N89^{\circ}34'36''W$  ALONG THE SOUTH LINE OF SAID SECTION 18 FOR A DISTANCE OF 2543.67' TO THE TRUE POINT OF BEGINNING. CONTAINING 154.11 ACRES MORE OR LESS. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION. E

NOTE: LEGAL DESCRIPTION FOR PROPOSED FILING NO. 4 WESTERN UNION RANCH

RECORDED May 26, 1978 at 3:30 o'clock P.M. LOLA M. PIKE, PARK COUNTY RECORDER  
RECEPTION NO. 256066

BOOK 279 PAGE 132

AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
FOR  
THE WESTERN UNION RANCH, INC.

THIS AMENDMENT is made this 19<sup>th</sup> day of May,  
1978 by THE WESTERN UNION RANCH, INC., a Colorado corporation,  
One Lake Street, Upper Saddle River, New Jersey 07458, herein-  
after referred to as "Developer".

WHEREAS, the Declaration of Covenants, Restrictions,  
Easements, Charges and Liens for The Western Union Ranch, Inc.  
("Declaration") was recorded in the real property records of  
Park County, Colorado on November 23, 1977 at Book 272 Page 198;  
and

WHEREAS, Developer is the owner of all of the real  
property subject to said Declaration, as described in Exhibit  
"A" to the Declaration, and desires to make certain amendments  
to the Declaration;

NOW, THEREFORE, Developer does hereby:

1. Amend Section 19 of the Declaration to read  
as follows:

19. RANCH OF THE ROCKIES ASSOCIATION: The purchaser  
of a tract in the development automatically becomes  
a member of the Ranch of the Rockies Association,  
(hereinafter referred to as the "Association").  
Purchasers understand and agree that membership in  
and full support of the Association is an absolute  
requisite for every purchaser. The purposes of the  
Association are to assume ownership and control of,

and responsibility for the common areas within the development, to provide surveillance over the property, to include, but not limited to maintenance of signs and enforcement of protective covenants, and to attend to such other matters as may be determined necessary by the Association's Board of Directors. Purchasers understand and agree that payment of dues or assessments to the Association and full cooperation with Association decisions and policies are requirements concomitant with purchase and ownership, that periodic assessments, dues and/or fees will be required which must be promptly paid, and that nonpayment of such assessments, dues and/or fees will cause a recorded lien for the arrearages of such dues and fees to be placed against the defaulting member's tract or tracts.

The Association will operate as a non-profit organization, its books may be examined at any reasonable time by purchasers and copies of rules and by-laws separate from these protective covenants will be provided to each purchaser upon request. The Association will not create an unreasonable burden, requirement or cost for property owners in the development. Examples of Association responsibilities for purposes of illustration, but not in limitation of Association rights and duties, include the following: the regulation and enforcement of the

terms and conditions of the water augmentation plan and court decree concerning the water rights obtained by the Developer to provide well permits for the development; payment of taxes on community areas; maintenance of community areas and community area equipment such as picnic tables; maintenance of lakes and dams; stocking of lakes with fish; establishment and enforcement of fishing rules and regulations; maintenance of common drinking water sources; 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 owners' rights and uphold values.

Developer shall retain control of and responsibility for all of the functions of the Association until 75% of all tracts, including all tracts included within the development pursuant to Section 27 of these covenants, have been sold, at which time such control and responsibility shall be fully vested in the Association and/or its Board of Directors; provided however that in its sole discretion the Developer may relinquish

to the Association and/or its Board of Directors control of and responsibility for any of the functions of the Association which it sees fit to relinquish prior to the time when 75% of all tracts, including all tracts included within the development pursuant to Section 27 of these covenants, have been sold.

2. Amend Section 23 of the Declaration to read as follows:

Each of the covenants, restrictions, and reservations set forth herein shall run with the land and shall be binding for a period of ten (10) years from the date of the recording hereof in the Office of the Clerk and Recorder of Park County, Colorado, and shall automatically be continued thereafter for a successive period of ten (10) years, provided, however, that the owners of 75% of the tracts which are subject to these covenants, including all tracts included within the development pursuant to Section 27 of these covenants, may change or modify any one or more of said restrictions, except those which deal with the use of water or sewage treatment systems, which are controlled

by court decree, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the office of the County Clerk and Recorder of Park County, Colorado.

3. Amend the Declaration by the addition of a new Section 27 to read as follows:

27. ANNEXATION: Developer owns additional real property in Park County and Chaffee County, Colorado, which is more particularly described in Exhibit "B" to these covenants, attached hereto and made a part hereof. In addition, Developer may acquire further additional real property in Park County and Chaffee County, Colorado, which is more particularly described in Exhibit "C" to these covenants, attached hereto and made a part hereof. Developer may from time to time within ten years after the date of the recording of the "Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc." annex any or all of the real property described in Exhibits "B" and "C" hereto to the development known as The Western Union Ranch, Inc. by recording one or more Annexation Statements. Upon the recording of such an Annexation Statement in the public records of

BOOK 279 PAGE 137

Park County and Chaffee County, Colorado,  
all of the real property described in such  
Annexation Statement shall be deemed to be  
part of the development and subject to all of  
the terms and provisions of these covenants.

IN WITNESS WHEREOF, the said Developer has hereunto  
set its hand and seal on the date first set forth above.



THE WESTERN UNION RANCH, INC.

By: *D. Henry Northington*  
D. Henry Northington, President

*Eric W. Soennichsen*  
Eric W. Soennichsen, Secretary  
(SEAL)



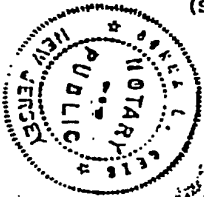
STATE OF NEW JERSEY )  
 ) SS  
COUNTY OF BERGEN )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 1978, by D. Henry Northington as President and Eric W. Soennichsen as Secretary of The Western Union Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 12/31/81  
DONNA L. GEIS  
A Notary Public of New Jersey  
My Commission Expires 12/31/81

(SEAL)



Donna L. Geis  
Notary Public

NOTARY PUBLIC  
STATE OF NEW JERSEY  
DONNA L. GEIS  
1234567890

April 24, 1979 10:30 P.M. A.M.  
271761

BOOK 294 PAGE 724

ANNEXATION STATEMENT

Pursuant to Section 27 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated November 18, 1977 and recorded November 23, 1977 in Book 272 at Page 198 as Reception No. 242805 of the real property records of Park County, Colorado, as amended by Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated May 12, 1978 and recorded May 26, 1978 in Book 279 at Page 132 as Reception No. 2560666 of the real property records of Park County, Colorado (said Declaration as so amended hereinafter being referred to as "Declaration"), The Western Union Ranch, Inc., as Developer under the Declaration, does hereby annex the real property which is described in Exhibit "A" attached hereto and made a part hereof to the development known as The Western Union Ranch, thereby making said real property subject to the Declaration, and all of the terms and provisions thereof.

Dated this 19<sup>th</sup> day of April, 1979.

THE WESTERN UNION RANCH, INC.

By: Richard J. Humphreys  
Richard J. Humphreys, Vice President

Eric W. Soennichsen  
Eric W. Soennichsen, Secretary  
(STATE)

STATE OF NEW JERSEY )  
                                  ):55  
COUNTY OF BERGEN )

The foregoing instrument was acknowledged before me this 19th day of April, 1979, by Richard J. Humphreys as Vice President and Eric W. Soennichsen as Secretary of The Western Union Ranch, Inc., a Colorado corporation.

NOTARY PUBLIC  
NEW JERSEY

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_  
KIMBERLY M. BAKER  
A Notary Public in the State of New Jersey  
My Commission expires Nov. 15, 1983

Kimberly M. Baker  
Notary Public

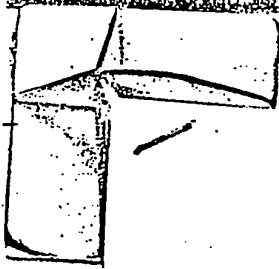
EXHIBIT A

T. 13 S., R. 76 W.

SECTION 22; S1/2 SW1/4  
SECTION 27; W1/2  
SECTION 28; SE1/4  
SECTION 29; SE1/4  
SECTION 30; SW1/4 NE1/4  
SECTION 32; E1/2  
SECTION 33; N1/2 N1/2, W1/2 SW1/4 NW1/4,  
W1/2 W1/2 SW1/4  
SECTION 34; N1/2 NW1/4

T. 14 S., R. 76 W.

SECTION 4; W1/2 W1/2 W1/2  
SECTION 5; E1/2  
SECTION 8; E1/2  
SECTION 17; NE1/4  
SECTION 15; SW1/4, S1/2 NW1/4  
SECTION 21; N1/2  
SECTION 22; W1/2 NW1/4



Recorded June 20, 1979, 10:30 O'Clock A.M.  
Reception No. 274073

BOOK 297 PAGE 72

ANNEXATION STATEMENT

Pursuant to Section 27 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union, Ranch, Inc. dated November 18, 1977 and recorded November 23, 1977 in Book 272 at Page 198 as Reception No. 242805 of the real property records of Park County, Colorado, as amended by Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated May 12, 1978 and recorded May 26, 1978 in Book 279 at Page 132 as Reception No. 2560666 of the real property records of Park County, Colorado (said Declaration as so amended hereinafter being referred to as "Declaration"), The Western Union Ranch, Inc., as Developer under the Declaration, does hereby annex the real property which is described in Exhibit "A" attached hereto and made a part hereof to the development known as The Western Union Ranch, thereby making said real property subject to the Declaration, and all of the terms and provisions thereof.

Dated this 17<sup>th</sup> day of May, 1979.

THE WESTERN UNION RANCH, INC.

By: D. Henry Northington  
D. Henry Northington, President

Eric W. Soennichsen  
Eric W. Soennichsen, Secretary  
(SEAL)

STATE OF NEW JERSEY )  
                                  ):ss  
COUNTY OF BERGEN )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 1979, by D. Henry Northington as President and Eric W. Soennichsen as Secretary of The Western Union Ranch, Inc., a Colorado corporation.

Witness my hand and official seal  
My commission expires: \_\_\_\_\_

(SEAL)

NOTARY PUBLIC  
KIMBERLY M. BAKER  
A Notary Public in New Jersey  
My Commission Expires 12/31/84  
Kimberly M. Baker

EXHIBIT A

TOWNSHIP 13 SOUTH - RANGE 76 WEST

W $\frac{1}{2}$  of Section 28 - Internal Improvement Land  
W $\frac{1}{2}$  of Section 29 - Internal Improvement Land  
SE $\frac{1}{4}$  of Section 30 - Internal Improvement Land  
NE $\frac{1}{4}$  of Section 31 - Internal Improvement Land  
NW $\frac{1}{4}$  of Section 32 - Internal Improvement Land

TOWNSHIP 13 SOUTH - RANGE 77 WEST

E $\frac{1}{2}$  of Section 23 - Penitentiary Land  
All of Section 24 - Saline Land  
E $\frac{1}{2}$  of Section 26 - Penitentiary Land

Containing 2400 acres, more or less

ALL IN PARK COUNTY, COLORADO.

00794314  
014345

1981 AUG -5 AM 8:00  
ARDIS W. SCHMITT

2884 333

AUG 17 1981 -8 00 AM  
Harriet B. Anderson, Recorder Park County

BOOK 320 PAGE 311

BOOK 320 PAGE 311

AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS, 302076  
EASEMENTS, CHARGES AND LIENS FOR  
THE WESTERN UNION RANCH, INC.

The Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated November 18, 1977 and recorded November 23, 1977 in Book 272 at Page 192, as amended by instrument dated May 12, 1978 and recorded May 26, 1978 in Book 279 at Page 132, and subject to Annexation Statement dated April 19, 1979 and recorded April 24, 1979 in Book 294 at Page 724 and Annexation Statement dated May 17, 1979 and recorded June 20, 1979 in Book 297 at Page 72, of the real property records of Park County, Colorado, is hereby amended in the following respects.

3. BUILDING LOCATION: No building shall be erected nearer than fifty feet (50') from any boundary, along a road or from any rear lot boundary. No building shall be erected so that any part of said building is closer than thirty feet (30') from any side boundary lines of the tract. In case of single ownership of more than one tract, this restrictions shall apply to the parcel as a whole, for purposes of this covenant, eaves, steps, and open porches shall be considered as a part of the building.

9. HUNTING: No hunting or discharge of firearms shall be allowed within the development.

All other terms and conditions of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated November 18, 1977, and all Amendments and Annexation Statements dated subsequent to November 18, 1977, shall remain in full force and effect and be unchanged.

DATED this 11<sup>th</sup> day of August, 1981.

BOOK 329-412 312

BOOK 329-412 312

THE WESTERN UNION RANCH, INC., a Colorado corporation

By D. Henry Northington  
D. Henry Northington, President

ATTEST:  
THE WESTERN UNION RANCH, INC.  
Eric W. Soennichsen,  
Secretary

STATE OF NEW JERSEY )  
COUNTY OF BERGEN ) ss.

The foregoing instrument was acknowledge before me this 11<sup>th</sup> day of August, 1981, by D. Henry Northington, President, and Eric W. Soennichsen, Secretary, of The Western Union Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.  
KIMBERLY M. BAKER  
A Notary Public of New Jersey  
My Commission Expires: Nov. 15, 1981

Kimberly M. Baker  
Notary Public



331231

MAY 24 1984 10:00AM


Harnet B. Anderson, Recorder Park County

ANNEXATION STATEMENT

BOOK 368 PAGE 493

Pursuant to Section 27 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated November 18, 1977 and recorded November 23, 1977 in Book 272 at Page 198 as Reception No. 242805 of the real property records of Park County, Colorado, as amended by Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated May 12, 1978 and recorded May 26, 1978 in Book 279 at Page 132 as Reception No. 256066 of the real property records of Park County, Colorado, as amended by Amendment to Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Western Union Ranch, Inc. dated August 11, 1981 and recorded August 17, 1981 in Book 329 at Page 311 as Reception No. 302076 of the real property records of Park County, Colorado, (said Declaration as so amended hereinafter being referred to as "Declaration"); The Western Union Ranch, Inc., as Developer under the Declaration, does hereby annex the real property which is described as Exhibit "A" attached hereto and made a part hereof to the development known as The Western Union Ranch, thereby making said real property subject to the Declaration, and all of the terms and provisions thereof.

DATED this 15<sup>th</sup> day of May, 1984.


ATTEST  
  
Eric W. Soennichsen  
 Eric W. Soennichsen, Secretary  
 STATE OF NEW JERSEY )  
 ) ss.  
 COUNTY of BERGEN )

THE WESTERN UNION RANCH, INC.  
 a Colorado corporation  
 By Stephan E. Smiszko  
 Stephan E. Smiszko,  
 Chairman and President

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 1984, by Stephan E. Smiszko, as Chairman and President and Eric W. Soennichsen, as Secretary, of The Western Union Ranch, Inc. a Colorado corporation.

Witness my hand and official seal.  
 ELIZABETH H. REILLY  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires June 14, 1988

Elizabeth H. Reilly  
 Notary Public





WESTERN UNION RANCH  
FILING NO. 12  
BOUNDARY DESCRIPTION

PAGE 368 PAGE 494

A TRACT OF LAND BEING A PART OF SECTIONS 19 & 30, T.13 S., R.76 W.,  
of the 6th P.M., AND A PART OF SECTION 25, T.13 S., R.77 W., OF THE 6th P.M.,  
COUNTY OF PARK, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE  $00^{\circ}01'35''$  W  
ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 473.63' TO A POINT  
ON THE NORTHERLY RIGHT OF WAY OF CAMPFIRE ROAD, THENCE NORTHEASTERLY ALONG  
SAID R.O.W. FOR THE FOLLOWING 2 COURSES,  $063^{\circ}53'20''$  E FOR A DISTANCE OF 346.73',  
THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $42^{\circ}27'44''$  AND  
WHOSE RADIUS IS 193.91' FOR A DISTANCE OF 143.71', THENCE  $084^{\circ}56'31''$  E LEAVING  
SAID R.O.W. FOR A DISTANCE OF 684.67', THENCE  $563^{\circ}08'14''$  E FOR A DISTANCE OF  
1498.40' TO THE N1/4 CORNER OF SAID SECTION 30, THENCE  $500^{\circ}40'00''$  E ALONG THE  
NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 30 FOR A DISTANCE OF  
5313.72' TO THE S1/4 CORNER OF SAID SECTION 30, THENCE  $589^{\circ}31'29''$  W ALONG THE  
SOUTH LINE OF SAID SECTION 30, SAID SOUTH LINE ALSO BEING THE SOUTH RIGHT-  
OF-WAY LINE OF ANTLRO ROAD, FOR A DISTANCE OF 393.41' TO A POINT ON THE  
COUNTY LINE BETWEEN PARK AND CHAFFLE COUNTIES, THENCE NORTHERLY AND WESTERLY  
ALONG SAID COUNTY LINE FOR THE FOLLOWING 8 COURSES,  $043^{\circ}12'14''$  W FOR A DISTANCE  
OF 553.81', THENCE  $070^{\circ}29'21''$  W FOR A DISTANCE OF 404.21', THENCE  $028^{\circ}51'52''$  W  
FOR A DISTANCE OF 234.09', THENCE  $014^{\circ}51'31''$  W FOR A DISTANCE OF 253.48',  
THENCE  $049^{\circ}54'50''$  W FOR A DISTANCE OF 470.54', THENCE  $583^{\circ}32'43''$  W FOR A  
DISTANCE OF 773.91', THENCE  $564^{\circ}07'21''$  W FOR A DISTANCE OF 559.06', THENCE  
 $540^{\circ}49'32''$  W FOR A DISTANCE OF 256.37' TO A POINT ON THE SOUTHWESTERLY RIGHT-  
OF-WAY OF WINDMILL DRIVE, THENCE NORTHWESTERLY ALONG SAID R.O.W. FOR THE  
FOLLOWING 28 COURSES TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  
 $12^{\circ}31'23''$  AND WHOSE RADIUS IS 358.02' FOR A DISTANCE OF 78.25' AND WHOSE  
CHORD BEARS  $025^{\circ}19'42''$  W FOR A DISTANCE OF 78.10', THENCE  $019^{\circ}04'01''$  W FOR A  
DISTANCE OF 86.59', THENCE  $027^{\circ}28'27''$  W FOR A DISTANCE OF 386.65', THENCE  
 $037^{\circ}52'40''$  W FOR A DISTANCE OF 121.47', THENCE  $044^{\circ}28'25''$  W FOR A DISTANCE OF  
730.79', THENCE  $039^{\circ}44'51''$  W FOR A DISTANCE OF 462.86', THENCE  $038^{\circ}54'55''$  W  
FOR A DISTANCE OF 207.84', THENCE  $044^{\circ}00'19''$  W FOR A DISTANCE OF 370.47',  
THENCE TO THE LEFT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $16^{\circ}44'43''$  AND  
WHOSE RADIUS IS 309.72' FOR A DISTANCE OF 90.52', THENCE  $060^{\circ}45'02''$  W FOR A  
DISTANCE OF 120.24', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE  
DELTA IS  $24^{\circ}41'32''$  AND WHOSE RADIUS IS 304.12' FOR A DISTANCE OF 131.07',  
THENCE  $036^{\circ}03'31''$  W FOR A DISTANCE OF 368.81', THENCE  $032^{\circ}10'50''$  W FOR A  
DISTANCE OF 217.35', THENCE  $036^{\circ}57'45''$  W FOR A DISTANCE OF 331.27', THENCE  
 $027^{\circ}46'27''$  W FOR A DISTANCE OF 143.50', THENCE  $036^{\circ}49'59''$  W FOR A DISTANCE OF  
289.83', THENCE  $031^{\circ}36'03''$  W FOR A DISTANCE OF 281.11', THENCE TO THE LEFT  
ALONG THE ARC OF A CURVE WHOSE DELTA IS  $32^{\circ}25'24''$  AND WHOSE RADIUS IS 176.36'  
FOR A DISTANCE OF 99.80', THENCE  $064^{\circ}01'32''$  W FOR A DISTANCE OF 142.33',  
THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $14^{\circ}39'55''$  AND  
WHOSE RADIUS IS 418.55' FOR A DISTANCE OF 107.13', THENCE  $049^{\circ}21'36''$  W FOR A  
DISTANCE OF 115.36', THENCE  $055^{\circ}38'36''$  W FOR A DISTANCE OF 96.27', THENCE TO  
THE RIGHT ALONG THE ARC OF A CURVE WHOSE DELTA IS  $24^{\circ}22'29''$  AND WHOSE RADIUS  
IS 261.51' FOR A DISTANCE OF 111.25', THENCE  $031^{\circ}16'07''$  W FOR A DISTANCE OF  
159.30', THENCE  $030^{\circ}40'43''$  W FOR A DISTANCE OF 288.14', THENCE  $031^{\circ}23'08''$  W FOR  
A DISTANCE OF 211.20', THENCE TO THE RIGHT ALONG THE ARC OF A CURVE WHOSE  
DELTA IS  $21^{\circ}53'45''$  AND WHOSE RADIUS IS 349.94' FOR A DISTANCE OF 133.73',  
THENCE  $008^{\circ}29'23''$  W FOR A DISTANCE OF 9.55' TO A POINT ON THE NORTH LINE OF  
SAID SECTION 25, THENCE  $089^{\circ}33'19''$  E ALONG SAID NORTH LINE SECTION 25 FOR A  
DISTANCE OF 1672.66' TO THE N1/4 CORNER OF SAID SECTION 25, THENCE  $089^{\circ}46'15''$  E  
ALONG THE NORTH LINE OF SAID SECTION 25 FOR A DISTANCE OF 2701.67' TO THE  
SOUTHWEST CORNER OF SAID SECTION 19, THE POINT OF BEGINNING, CONTAINING  
559.13 ACRES, MORE OR LESS. ALL BEARINGS ARE REFERENCED TO A POLARIS OBSERVATION  
ON THE NORTH LINE OF SECTION 5, T.13 S., R.76 W., AND TIED TO SURVEY BY  
TRAVERSE.



AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS AND LIENS  
FOR  
RANCH OF THE ROCKIES ASSOCIATION

THIS AMENDMENT is made this 28 day of JUNE, 1996 by THE RANCH OF THE ROCKIES ASSOCIATION, a Colorado Non-profit Corporation, P.O. Box 85, Hartsel, Co. 80449, herein-after referred to as "The Association".

WHEREAS, the Declaration of Covenants, Restrictions, Easements, Charges and Liens for The Association was recorded in the real property records of Park County, Colorado on November 23, 1977 at Book 272 - Page 198, and

WHEREAS, The Association is the owner of all of the real property subject to said Declaration, as described in Exhibit "A" to the Declaration, and desires to make certain amendments to the Declaration:

NOW, THEREFORE, The Association does hereby:

1. Amend Section 1 of the Declaration to read as follows:

1. BUILDING TYPE AND USE: All tracts in the development, except for recreational campsites, common areas and commercial areas are zoned R-1 by the applicable Park County Regulation. Property Owners shall consult said zoning regulations for specific zoning use and restrictions prior to any construction on or use of a tract. Camping is permissible pursuant to the restrictions as outlined in Covenant No. 15.

2. Amend Section 15 of the Declaration to read as follows:

15. USE OF PROPERTY FOR CAMPING: Property Owners may use their property for camping with the following provisions:

1. No camper shall be placed on any property in any fashion that resembles a permanent installation of the camper.

2. Campers may be left on the property from April 1 through the second weekend of September. After this time, the camper must come and go with the Owner. Those who wish, may leave their camping unit in the RV Area located in Filing 1.

You must register your camper with the Caretaker before leaving it in the RV Area. The RV Area is fenced off and a gate installed across the road for additional security.

3. Campers are not allowed to be stored on any unimproved property within the development. (Property is considered to be unimproved if it contains anything less than a Home)

4. Camping units will be allowed to remain on an Owners property during construction periods with prior written approval of the Board of Directors.

5. Those persons who are permanent residents of the Ranch may store their camping unit on their property. The camping unit must be in good repair and appearance.

6. Only one camping unit per tract is permissible.

THE RANCH OF THE ROCKIES ASSOCIATION

By Roy R. Peters  
Roy R. Peters, President

ATTEST:

Dennis Shipman  
Dennis Shipman, Vice-president

The foregoing instrument was acknowledged before me this 28th day of June 1996, by Roy R. Peters, President and Dennis Shipman, Vice-president, of the Ranch of the Rockies Association, a Colorado Non-profit Corporation.

Witness my hand and official seal.

My Commission Expires: Oct. 28, 1998

Robert S. Eckel  
Notary Public





506279 03/03/1999 11:23A

R. 1 of 3 R 16.00 D 0.00 BARBARA J PASCO PARK CO

Reception No. \_\_\_\_\_ Barbara Pascoe, Recorder, Park County

DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS  
FOR

**RANCH OF THE ROCKIES ASSOCIATION**  
492 Ranch Road, RORA D-2, Hartsel, Colorado 80449

Declaration made as of this 30<sup>th</sup> day of, April, 1999  
by RANCH OF THE ROCKIES ASSOCIATION.

The Association desires to protect and enhance the value, desirability, and attractiveness of the said property and to disturb the natural environment as little as possible.

1. **BUILDING TYPE AND USE:** All tracts in the development except for recreational vehicle campsites, and common areas, are zoned R-1 by the applicable Park County regulation. Property owners shall consult Park County zoning regulation for specific zoning use and restrictions prior to any construction on or use of a tract.

2. **DWELLING:** The ground floor area of the main structure of any dwelling constructed on a tract, exclusive of open porches, garages, and basements, shall be not less than 600 square feet.

3. **ARCHITECTURAL CONTROL:** Each person wishing to erect a structure on his property shall submit his plans and specifications to the Board of Directors of the Ranch of the Rockies Association for approval before commencing construction. The Board shall approve or disapprove the plans and specifications within thirty (30) days of receipt of those plans and specifications by the Board. If the Board does not act within thirty (30) days, the plans and specifications shall be deemed to have been approved by the Board.

4. **BUILDING PERMITS:** Park County requires a building permit before a property owner can construct on his property. Building permits may be obtained from the Park County Building Inspector in Fairplay, Colorado.

5. **BUILDING APPEARANCE:** In order not to impair the appearance of the development, the exterior of each dwelling or other structure located on any tract shall be maintained in acceptable repair and condition. Structural color schemes shall be compatible with the natural environment and the surroundings.

6. **EASEMENTS:** Easements for installation and maintenance of utilities, roadways, and such other purposes incident to development of the property are granted as shown on the recorded plats recorded in Park County, Colorado, and rights-of-way shall be kept open and readily accessible for use, service and maintenance.

7. **WATER:** Water shall be supplied by each owner drilling an individual well. The owner's water supply is subject to the terms and conditions of the Decree in Case No. W-8109-75 in the District Court for Water Division No. 1, Greeley, Colorado, and of record in the office of the Clerk and Recorder, Park County, Colorado. Before an owner can construct a well, a well permit must be obtained from the Colorado State Engineer's Office in Denver, Colorado; referencing said water case decision.

8. SEWAGE: Due to the climatic condition of Park County, and the requirements of the water augmentation plan, evapotranspiration sewage effluent disposal systems will not be allowed in this development. Only disposal systems which preclude evaporation at the surface shall be permitted in the development. Each lot owner must obtain County Health Department approval for the installation and use of an on-site disposal system.

9. HUNTING: No hunting or discharge of firearms shall be allowed within the development.

10. GARBAGE AND REFUSE DISPOSAL: No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from public roads.

11. SIGNS: No more than two permanent signs, each which shall not exceed eight (8) square feet shall be displayed to the public view on any tract.

12. CULVERTS: Buyers shall furnish, where necessary, at their own expense, one Park County approved culvert as required by Park County regulations, required for private access road to their property.

13. CLEARING OF TREES: There shall be no removal of living trees from any tract except those trees that must be removed in connection with construction on the property, landscaping, or clearing of trees which are consistent with generally recognized conservation practices.

14. USE OF PROPERTY FOR CAMPING: Property Owners may use their property for camping in accordance with applicable Park County regulations.

15. DAMS AND RESERVOIRS: Owners of tracts along flood plain easements may not construct ponds and dams or in any way obstruct the natural flow of water into common area ponds. All dams and reservoirs shall be under the control and direction of the Ranch of the Rockies Association.

16. COMMON AREAS: The common areas are for the enjoyment of all property owners. Individual users shall cooperate to police trash and maintain the common areas in a clean, neat, and natural condition. There shall be no overnight camping in any common area, except where permission is given by BOD.

17. RANCH OF THE ROCKIES ASSOCIATION: The purchaser of a tract in the Development, by virtue to taking title, becomes a member of the Ranch of the Rockies Association (hereinafter referred to as the "Association"). Purchasers understand and agree, by taking title, that membership in and full support of the Association is an absolute requisite for every owner. The purposes of the Association are to assume ownership and control of, and responsibility for the common areas within the development, to provide surveillance over the property, to include, but not limited to maintenance of signs and enforcement of protective covenants, and to attend to such other matters as may be determined necessary by the Association's Board of Directors. Purchasers understand and agree that payment of dues or assessments to the Association and full cooperation with Association decisions and policies are requirements concomitant with purchase and ownership, that periodic assessments, dues and/or fees will be required which must be promptly paid, and that nonpayment of such assessments, dues and/or fees will cause a recorded lien for the arrearages of such dues and fees to be placed against the defaulting member's tract or tracts.

The Association will operate as a non-profit organization; its books may be examined at any reasonable time by property owners, and copies of rules and by-laws separate from those protective covenants will be provided to each purchaser upon request. The Association will not create an unreasonable burden, requirement or cost for property owners in the development. Examples of Association responsibilities for purposes of illustration, but not in limitation of Association rights and duties include the following: the regulation and enforcement of the terms and conditions of the water augmentation plan and court decree concerning the water rights obtained by the Developer to provide well permits for the development; payment of taxes on community areas and community area equipment such as picnic tables; maintenance of reservoirs and dams; stocking of reservoirs with fish; establishment and enforcement of fishing rules and regulations; maintenance of common drinking water sources; 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 owners' rights and uphold values.

18. ANIMALS, PET CONTROL: All animal control will be in accordance with applicable Park County regulations.

19. TERMS OF COVENANTS: Each of the covenants, restrictions, and reservations set forth herein shall run with the land for a period of twenty (20) years. Any vote to extend the covenants for an additional twenty (20) years shall take place according to applicable Colorado law at the annual members meeting preceding the year of expiration. Sixty-seven percent (67%) of total votes cast may change or modify any one or more of said restrictions, except those which deal with the use of water or sewage treatment systems, which are controlled by court decree, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and recording the same in the office of the County Clerk and Recorder of Park County, Colorado.

20. ENFORCEMENT: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

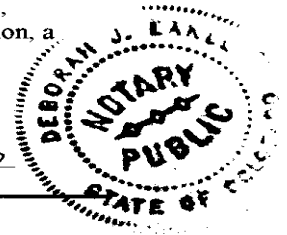
**THE RANCH OF THE ROCKIES ASSOCIATION**

By: Elaine L. Stewart  
Elaine L. Stewart, President

ATTEST: Robert W. Harris  
Robert W. Harris, Vice President

The foregoing instrument was acknowledged before me this 30th day of April, 1999, by Elaine L. Stewart, President, and of the Ranch of the Rockies Association, a Colorado Non-Profit Corporation.  
Deborah J. Eakle  
Witness my hand and official seal.

My Commission Expires: Oct 28 2002  
Notary Public





676813  
1 of 5

1/10/2011 9:21 AM  
DEC R\$31.00 D\$0.00

Debra A Green  
Park County Clerk

***DECLARATION  
OF THE  
RANCH OF THE ROCKIES,  
A PLANNED COMMUNITY***

AN ADDITION TO RECEPTION #645007.





0994



676813  
3 of 5

1/10/2011 9:21 AM  
DEC RS31.00 DS0.00

Debra A Green  
Park County Clerk

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this  
day of SEP-23, 2007 2010

Melvin D. Mandell

MELVIN D. MANDELL  
Print name

\_\_\_\_\_  
Print name

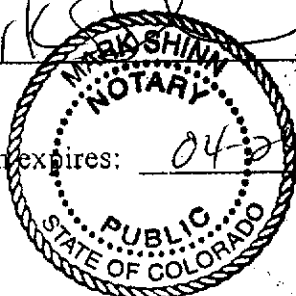
Property Owned by Declarant:

Lot 994  
Filing No. 74  
WESTERN UNION RANCH,  
County of Park, State of Colorado

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

The foregoing Declaration was acknowledged before me by Melvin D. Mandell  
on this 23 day of SEPTEMBER, 2010.

Mark Shinn  
Notary Public  
My commission expires: 04-24-2013



My Commission Expires 4/24/2013  
15250 W. 64th Ave. 1/25/07  
UArmsa, CO 80007 DECLARATION FINAL-2



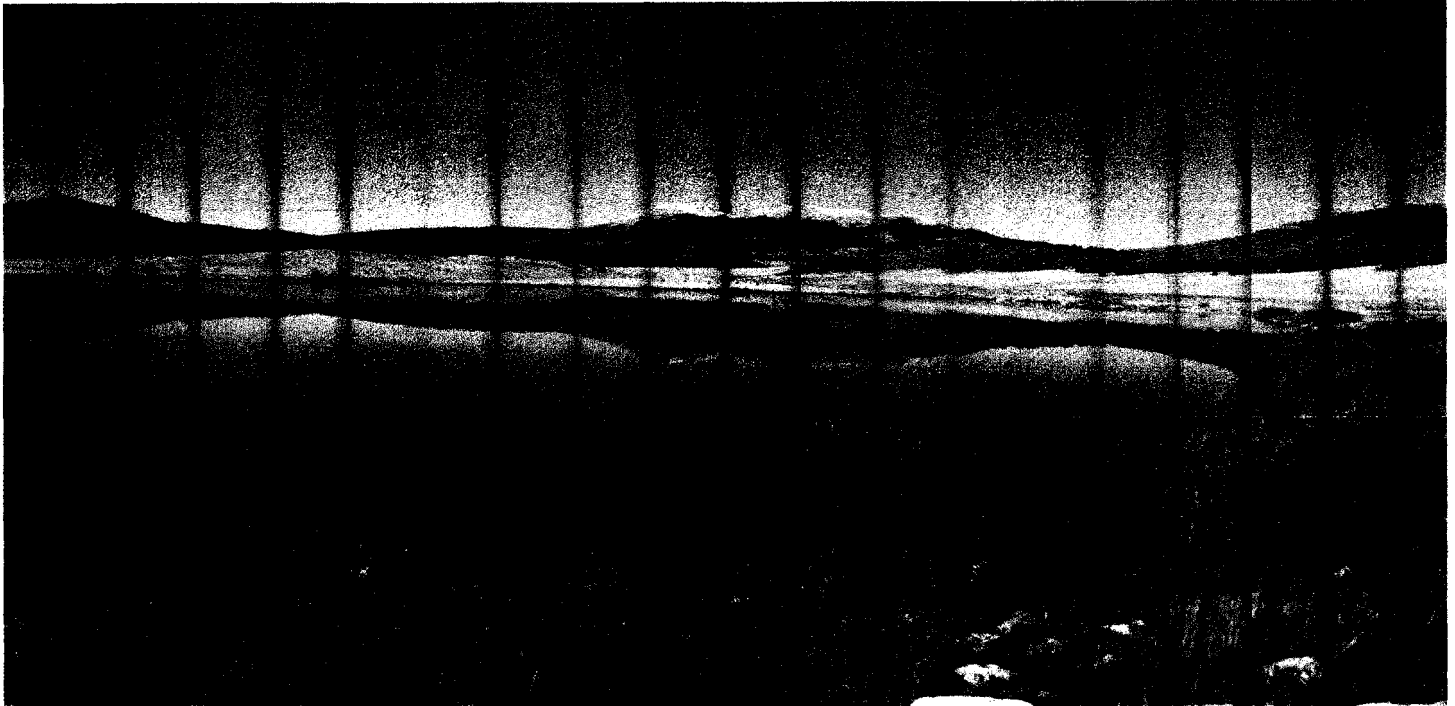




676984  
1 of 18

1/13/2011 2:29 PM  
POL RS96.00 D\$0.00

Debra A Green  
Park County Clerk



## **Ranch of the Rockies Homeowner's Association**

### **Policies & Procedures**

Revised December 11, 2010

(Includes all prior amendments)

#### **Ranch of the Rockies Homeowner's Association**

492 Ranch Road; Hartsel, CO 80449

Ranch Office: 719-836-2079

E-mail: [rorahoa@ghvalley.net](mailto:rorahoa@ghvalley.net)

Website: [www.rotr.org](http://www.rotr.org)

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## Adoption and Amendment of Policies, Procedures, and Rules

This section discusses procedures the Board uses to review, adopt, repeal and amend policies, procedures, and rules of the Ranch of the Rockies Association (the Association).

Ranch of the Rockies Association (RORA) is a nonprofit corporation formed to maintain common property and prepare documentation to comply with the terms of the Water Augmentation Plan for the area platted as Western Union Ranch (WUR) and so recorded in the records of Park County, Colorado.

The policies, procedures and rules contained in this document may be amended, repealed or altered, in whole or in part, based upon a majority vote of the Board of Directors of the Association. It is recommended that proposed new rules, which are not mandated by law, should be presented to the membership via the newsletter with a request for comment. Comments should be reviewed by the Board and changes to the proposals should be made as appropriate. The final proposed rules should be included on the annual ballot/proxy for approval or rejection of a majority of the members voting at the annual membership meeting.

The Secretary of the Board shall request a review by the Board, of the Association's Policies and Procedures document once per calendar year, preferably at the first monthly meeting of the Board for each calendar year. At this meeting the Secretary shall present to the Board any requests for reviews or changes, from Board members or from members (property owners) in good standing of the Association.

New policies, procedures and rules may be adopted by a majority vote of the Board, as long as those policies, procedures and rules do not conflict with the Covenants, Bylaws or Articles of Incorporation of the Association.

All changes to the policies, procedures and rules of the Association shall be discussed by the Board of Directors, a motion to make the change will be required, and a majority of the Board must vote in favor of the change before such a change can be adopted.

## Collection Policy and Procedures

Billing and collection policies for annual dues and special assessments will be discussed in this section of the document. In the event of a conflict between the policies, procedures and rules in this section, and the Articles of Incorporation or the Bylaws of the Association, the Articles of Incorporation or the Bylaws of the Association will take precedence.

### 1. Admission Without Fee:

- a. Ownership of a tract or lot without payment of an admission fee, shall establish the owner as a member of this Association.

### 2. Annual Dues:

- a. Assessments for annual dues shall be based on and assessed against the individual tracts and the owners thereof, as identified in the original Plat of the Ranch of the Rockies. For the purposes of assessment, tracts of land shall be identified by reviewing the original Plat Document without giving consideration to tracts of land, which may have been joined or combined subsequent to the original Plat.
- b. The dues assessment is one hundred and ten Dollars (\$110) per year per tract subject to such modification, as the Board of Directors require.

### 3. Payment of Dues:

- a. The annual dues shall be payable in one installment to be paid when an owner becomes a member and all subsequent installments to be paid on or before the due date as set forth by the Board of Directors and every calendar year thereafter during the period of such membership.

### 4. Special Assessments:

- a. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, unbudgeted repairs, or replacements of capital improvements, as long as such Special Assessment receives the consent of a majority of the Members present and voting, in person or by proxy, at a duly constituted meeting.

### 5. Default in Payment of Dues or Assessments:



- a. When any member shall be in default in the payment of dues or assessment for a period of thirty days from the date on which dues or assessments become payable, he shall, for purposes of voting, not be considered as a member in good standing. Such member shall not be reinstated as a member in good standing until he has paid his dues and assessments in *full*.
  - b. In addition to the foregoing, if any member shall fail to pay his dues or assessments as the same become due, on the failure of payment of the dues or assessments after sixty day's written notice of such delinquency given by the Association to such member, the amount of the assessment shall become a lien on such member's unit or lot in the subdivision in favor of the Association and the Association shall have the right to record a notice of claim of lien and proceed thereon for the foreclosure and enforcement of liens. In addition, the Association shall have the right to commence a personal action against such member for the collection of the dues or assessments in any court of competent jurisdiction.
6. Assignment of Dues:
- a. In the event any member whose dues are paid in *full*, during the year in which such dues are paid, terminate his membership by sale of his lot he shall be entitled to assign to the buyer of such lot the benefit of the paid up dues.
7. Dues Billing:
- a. A bill shall be sent to each owner of record on or before January 15<sup>th</sup> of each calendar year. This itemized bill will reflect the current year's dues plus any dues and/or late charges which may have been assessed for dues in arrears.
  - b. Late fees - will be assessed at a rate of 1½ percent per month for any amounts not paid by March 31<sup>st</sup> of the current year. The late fees will be compounded quarterly as of March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>.
  - c. Second Notice - Any account not paid in full by June 30<sup>th</sup> of the current year will be sent a second notice as a courtesy.
  - d. Third Notice - Any account not paid in full by September 30<sup>th</sup> of the current year will be sent a third notice as a courtesy.
  - e. Liens – Any owner of record in arrears two years will be sent a letter explaining that a lien will be filed on the property in arrears sixty days after the mailing date of the letter. If no response is received within the 60 day period, a lien for the amount of the dues and any accumulated late charges, plus any future amounts that may accumulate prior to payment in full.
  - f. Lien Releases – Arrears which have had a lien recorded against them will, upon payment in full, have the lien released. A release form will be mailed to the owner of record within 30 days of receipt of payment in full.
8. Exception Processing
- a. Treasurer's Deeds are issued as a result of tax sales. Any liens that the Association has recorded are extinguished. The party named on the Treasurer's Deed must be billed for the pro-rated portion of the year from the issue date on the deed and for calendar years succeeding the issue date. Any amount owed at the time the Treasurer's Deed is issued must be written off as a bad debt.
  - b. Owners filing bankruptcy. If an owner files bankruptcy, the Association must write off, as bad debts, any amounts owed at the time the bankruptcy proceeding is concluded.
  - c. Properties acquired as a result of a foreclosure may be reviewed by legal counsel and action taken upon advice of legal counsel. Some amounts owed at the time the title is transferred, may need to be written off as a bad debt.

## Meetings Policy and Procedures (Board and Member Meetings)

1. Member Meetings
  - a. Meetings of the lot owners, as the members of the Association, shall be held at least once each year.
  - b. Special meetings of lot owners may be called by the President, by a majority of the Board of Directors, or by lot owners having twenty percent of the votes in the Association.
  - c. Not less than ten, nor more than fifty, days in advance of any meeting of the lot owners, the Secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot owner or to any other mailing address designated in writing by the lot owner.
  - d. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given. The Association will provide notice of all regular and special meeting of lot owners by electronic mail to all lot owners.





who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting.

- e. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board.
- f. Quorum – The members holding ten percent (10%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice.
- g. Proxies – Any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member and registered with the Board of Directors. No proxy shall be valid after six months from the date of its execution.

## 2. Board Meetings

- a. All regular and special meetings of the Association's Board of Directors or any committee thereof shall be open to attendance by all members of the Association or their representatives.
- b. All lot owners or designated representatives so desiring, shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings except that, for regular and special meetings of the Board, lot owners who are not Board members may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board.
- c. Regular Meetings: The Board of Directors shall meet at the times and places it shall select.
- d. Special Meetings: A special meeting of the Board of Directors may be called by or at the request of the President or Secretary.
- e. Notices of any special meetings of the Board of Directors shall be given at least six days prior thereto by written notice delivered personally or sent by mail or electronic mail to each Director. Any Director may waive notice of any meeting.
- f. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting.
- g. Actions Outside of Board Meetings: **Notice of the action to be taken must be transmitted in writing to each director on the board. In this day in age, many of us make the assumption this means the notice may be sent via email. That mode of communication works if all directors are set up to receive email. If this isn't the case, the remaining directors must receive the written notice in some other way. This may require faxing, hand-delivering, or mailing the written notice to those individuals.**

1. The written notice of the action to be taken must contain the following information:

- The action to be taken;
- The date and time by which a director must respond to the written notice;
- That failure by a director to respond, by the time stated in the notice, will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.

2. By the time stated in the written notice, each Director may:

- Vote in writing for the action;
- Vote in writing against the action;
- Fail to respond or vote; or
- Demand in writing that the action be taken at a meeting. If a director makes this demand in a timely manner, the action without a meeting is no longer a valid course of action and the board must take action on the matter at an actual meeting.

3. Once the time has elapsed in the written notice - and assuming no written demand from a director is received requiring that the action be taken at a meeting - the action of the board is deemed effective if the number of affirmative votes required in the bylaws for the board to act at a meeting are received.



The tenets of good governance and transparency dictate that boards should utilize action without meeting in a judicious manner. We also recommend that any such action taken be placed on the agenda to be ratified at the next meeting of the board.

### 3. Election Procedures (for Board of Directors)

#### a. Mailing and Receiving of Ballots

- i. Ballot cards will be included and mailed to the property owners in the summer newsletter.
- ii. Cards that are mailed back to RORA will be placed in a locked container to be opened after the mail delivery of the day prior to the annual meeting (normally the second Saturday of August), and prior to the official counting of the ballots. Mail in ballots will be verified and counted by the RORA Secretary and the designated counting team prior to the close of balloting at the annual meeting. Mail in ballots received after the mail delivery of the day prior to the annual meeting will not be counted.

#### b. Qualifications for Accepting a Vote

- i. Ballot cards must include the property owner's name and lot number(s).
- ii. One vote per lot. Example: if an individual owns three lots they will be eligible for three votes.
- iii. Property owners must be included on the RORA membership list. If property is in a corporation name, or a trust name, only one individual may be identified as a representative and cast ballots.
- iv. If there is a discrepancy concerning the ownership of a lot, or if the property was purchased and the owner is not on the RORA membership list, the vote can be counted if a copy of a recorded deed is provided showing the Grantee (owner) is holder of said property.
- v. All Association dues must be up to date.
- vi. Ballots may be cast at the annual meeting. The President of the Board of Directors will announce the time that balloting will be closed after the candidates have finished making their presentations.
- vii. At that time, the ballot box will be taken to the office, opened, and the ballots will be verified, counted and the counts will be combined with the counts from the mail in ballots by the RORA Secretary and the designated counting team.

The results will be announced at the annual meeting and posted on the bulletin Board as soon as the counting is finished.

## Handling Board Member Conflicts of Interest

This section addresses conflicts of interest when a Board member would benefit financially from any contract, decision, or other action taken by the Board.

1. If any contract, decision, or other action taken by or on behalf of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board or a parent or a spouse of any of those persons, that member of the Board shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but shall not vote on that issue.
2. Any contract entered into in violation of this section is void and unenforceable, unless one or more of the following conditions are met:
  - a. Disclosures are made to the Board and the Board authorizes, approves, or ratifies the conflicting interest transaction; or
  - b. Disclosures are made to the owners and the owners approve the conflicting interest transaction; or
  - c. The conflicting interest transaction is fair to the Association.

This section shall not be construed to invalidate any provision of the Declaration, Bylaws, or other documents that more strictly defines conflicts of interest or contains further limits on the participation of executive Board members who may have conflicts of interest.



## **Examination, Inspection, and Copying of Association Records, Policies, and Procedures**

1. The Association shall provide to all lot owners, at least once per year, a written notice stating the name of the Association; the name of the Association's designated agent or Management Company, if any; and a valid physical address and telephone number for both the Association and the designated agent or Management Company, if any. The notice shall also include the name of the common interest community, the initial date of recording of the Declaration, and the reception number or book and page for the main document that constitutes the Declaration. If the Association's address, designated agent, or Management Company changes, the Association shall provide all lot owners with an amended notice within ninety (90) days after the change.
2. Within ninety (90) days after the end of each fiscal year, the Association shall make the following information available to lot owners upon reasonable notice:
  - a. The date on which its fiscal year commences;
  - b. Its operating budget for the current fiscal year;
  - c. The Association's current assessments, including both regular dues and special assessments;
  - d. Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
  - e. The results of any financial audit or review for the fiscal year immediately preceding the current annual disclosure;
  - f. A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
  - g. All the Association's bylaws, articles, and rules and regulations;
  - h. The minutes of the Executive Board and member meetings for the fiscal year immediately preceding the current annual disclosure; and
  - i. The Association's responsible governance policies
3. It is the intent of this section to allow the widest possible latitude in methods and means of disclosure, while making the information readily available at no cost to lot owners at their convenience. Disclosure shall be accomplished by one of the following means: posting on an internet Web page with accompanying notice of the Web address via first-class mail or e-mail; the maintenance of a literature table or binder at the Association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.
4. Membership lists may not be obtained for reasons unrelated to the owner's interest as an owner without the consent of the Board of Directors.

At the request of a seller, the Association must provide Association documents to the buyer.

## **Reserve Fund and Investment Policy**

The Ranch of the Rockies Association must keep certain amounts in reserve for various purposes such as: planned improvements, reservoir repairs, equipment repair/replacement and other such uses. Some of the amounts required may be substantial. The Board of Directors is charged with the fiscal responsibility for insuring that these funds are available when they are needed. Therefore they must, from time to time, assess what savings options are available. The Board members are bound by the standard of conduct set out in section 7-128-401 of the Revised Nonprofit Act. These funds must be placed in savings instruments and/or checking accounts that are insured by the FDIC. The type of accounts that should be considered includes:

- Checking Accounts (operating capital)
- Certificates of Deposit
- Money Market Accounts
- Regular Savings Accounts

The Board of Directors must review the Treasurer's report at each regular Board meeting and determine the balances in each account. When amounts in checking accounts exceed the amounts required for regular operations, the Treasurer should be instructed to determine where the most favorable rate can be obtained. This information should be presented to the Board and the monies in excess of the operating needs should be transferred, with Board approval. In no case should Association funds be used for personal loans, speculative investments or in other ways that might put them at risk.



The Treasurer shall have the authority to open accounts, or to transfer funds between Association accounts of various types. It requires the signature of one Board member to withdraw amounts up to \$1,499, two Board members to withdraw amounts from \$1,500 to \$2,999 and three Board members to withdraw amounts of \$3,000 or more. The Treasurer shall be responsible for arranging the signing of necessary signature cards as soon as practical after opening an account.

A safe deposit box shall be rented by the Association for the storage of Certificates of Deposits, deeds and similar documents. There must be two keys kept in a secure place at the office. Two Board members must have access to the safety deposit box.

## **Reimbursement Policy**

Persons making purchases or traveling for the benefit of the Ranch are entitled to reimbursement of their expenses. The Ranch of the Rockies Association shall keep certain amounts of cash (not to exceed \$200) in a petty cash lockbox for reimbursement of small expenditures (i.e. postage, office supplies, etc.). To be reimbursed from petty cash, the person requesting the reimbursement must provide a receipt to the Ranch Manager.

Whenever possible, persons making purchases on behalf of the Association should arrange with the bookkeeper in advance so that a check can be prepared for presentation to the vendor/provider of goods or services. This practice will minimize the bookwork involved in a transaction.

For larger sums, the requestor should present the receipt to the bookkeeper along with evidence of how the money was spent (i.e. Ranch Manager's signature evidencing receipt of goods). To be reimbursed, the person must fill out a reimbursement request form which may be obtained from the bookkeeper. In addition, if the reimbursement is for the Purchase of Goods or Materials, the purchaser should have the Ranch Manager or other person receiving the goods or materials, initial the evidence of payment to acknowledge the receipt of the material.

When the reimbursement is for the use of the individual's vehicle, the requestor shall be reimbursed at the then current allowable rate, set by the IRS, for business mileage.

The Reimbursement Form must be signed by one Board member other than the requestor.

## **Prohibitions Contrary to Public Policy**

The Ranch of the Rockies Association, in an effort to comply with Colorado Revised Statutes, takes the following position in regard to patriotic and political expression, emergency vehicles, and fire prevention issues.

The Association shall not prohibit any of the following:

1. The display of the American flag by a lot owner (or occupant) on that lot owner's property, in a window of the lot owner's residence, or on a balcony adjoining the lot owner's property if the American flag is displayed in a manner consistent with the Federal Flag Code, p. 1. 94-344; 90 stat. 810; 4 u.s.c. 4 to 10. The Association may adopt reasonable rules regarding the placement and manner of display of the American flag. The Association rules may regulate the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole.
2. The display by a lot owner (or occupant) of a service flag bearing a star denoting the service of the lot owner or a member of the lot owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the lot owner's residence. The Association may adopt reasonable rules regarding the size and manner of display of service flags; except that the maximum dimensions allowed shall be not less than nine inches by sixteen inches.
3. The display of a political sign:
  - a. By a lot owner (or occupant) on that lot owner's property or in a window of the lot owner's residence; except that an Association may prohibit the display of political signs earlier than forty-five days before the day of an election and later than seven days after an election day. An Association may regulate the size and number of political signs that may be placed on a lot owner's property if the Association's regulation is no more restrictive than any applicable city, town, or county ordinance that regulates the size and number of political signs on residential property. If the city, town, or county in which the property is located does not regulate the size and number of political signs on residential property, the Association shall permit at least one political sign per political office or ballot issue that is contested in a pending election, with the maximum dimensions of thirty-six inches by forty-eight inches, on a lot owner's property.
  - b. As used in this paragraph (3), "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.



4. The parking of a motor vehicle by a lot owner (or occupant) on a street, driveway, or guest parking area in the common interest community if the vehicle is required to be available at designated periods at the lot owner's residence as a condition of the lot owner's employment and all of the following criteria are met:
  - a. The vehicle has a gross vehicle weight rating of ten thousand pounds or less;
  - b. The lot owner (or occupant) is a bona fide member of a volunteer fire department or is employed by an emergency service provider, as defined in section 29-11-101 (1.6), c.r.s.;
  - c. The vehicle bears an official emblem or other visible designation of the emergency service provider;
  - d. Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other lot owners to use streets and driveways within the common interest community.
5. The removal by a lot owner (or occupant) of trees, shrubs, or other vegetation to create defensible space around a dwelling for fire mitigation purposes, so long as such removal complies with a written defensible space plan created for the property by the Colorado State Forest Service, an individual or company certified by a local governmental entity to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the lot is located, and is no more extensive than necessary to comply with such plan. The plan shall be registered with the Association before the commencement of work. The Association may require changes to the plan if the Association obtains the consent of the person, official, or agency that originally created the plan. The work shall comply with applicable Association standards regarding slash removal, stump height, re vegetation, and contractor regulations.
6. The replacement by a lot owner (or occupant) of cedar shakes or other flammable roofing materials with nonflammable roofing materials for fire prevention or fire suppression purposes.

The Declaration or Bylaws may specify reasonable standards for the color, appearance, and general type of nonflammable roofing materials that are used to replace flammable roofing materials, but may not require the use of nonflammable materials that exceed the replacement cost of the flammable materials for which they are being substituted.

## Vehicle Towing Policy

Vehicles owned by the Ranch of the Rockies Association cannot be used to pull vehicles out of ditches or for any other towing purposes, due to the following reasons:

1. The Ranch will not assume liability for possible injuries and/or damage incurred.
2. The Ranch is not a legally licensed towing company.

However, the Ranch Manager (RM) is available for assistance in calling a tow truck or in any other helpful ways to assist those in need with regard to towing issues.

## Enforcement Policy and Procedures

### 1. Property Owner Files Complaint

In order to initiate the enforcement process described below, a property owner must submit a signed complaint on a form provided by the Association. The form can be obtained at the Ranch office or downloaded from the internet in pdf format. The complaint must be submitted in a sealed envelope to be opened by a Rules Enforcement Committee member.

### 2. Rules Enforcement Committee (REC) Evaluates

The REC will open the complaint and verify that the information contained in the complaint is accurate and that the subject matter is appropriate for the committee to act upon. In the event that the complaint is determined to be without substance or merit, the REC will send a written response to the complainer explaining the position of the REC and terminating the process. The REC will determine whether the complaint is a violation of RORA rules, or Park County Land Use Regulations (LURs). If it is determined to be a violation of the LURs, they will inform the complainant of the procedure for filing a complaint with Park County.

### 3. Violation Notice Preparation

Upon determining that there is a violation of RORA Policies and Procedures, the REC will prepare a Notices of Violation to be sent to the accused. A log of the complaint shall be filled out in order to track the complaint process, and a copy of the log shall be provided to the BoD.

### 4. Violation Notice Sent



The first notice of violation will be sent to the violating party by USPS first class mail. The violator will be asked to correct the violation immediately upon receipt of the notice.

5. Violation Corrected

If the situation is corrected within thirty (30) days, the matter shall be closed and a note so stating should be sent to the complaining party and the violator.

6. Violation Not Corrected

If the violation has not been properly corrected or arrangements to do so communicated to the REC within the thirty (30) days, the REC should send a second notice via USPS first class mail.

7. Violation Corrected on 2nd Notice

If the situation is corrected within the next thirty (30) days the matter shall be closed and a note so stating should be sent to the complaining party and the violator.

8. Violation Not Corrected on 2nd Notice

All pertinent material shall be turned over to the RORA attorney for review and a legal opinion regarding the matter. Based upon the attorney's opinion, the BoD will instruct the attorney to commence legal enforcement. The attorney will send a letter to the violator to inform him/her of the impending action to enforce the rule and advise the violator of possible penalties.

9. Legal Action

If no satisfactory response to the attorney's letter is received within thirty (30) days, the attorney will commence legal action and bring suit against the violator in which case the court will determine the case.

10. Final Disposition

Upon resolution, through compliance, mediation, or court determination, the REC should send a note to the original complainer explaining the outcome of the action.

## Rules Section of Policies and Procedures for the Ranch of the Rockies Association

### Introduction

This introduction is written to inform the owners of property in the Ranch of the Rockies (aka, Western Union Ranch) subdivision of some of the provisions of Colorado Revised Statutes, Park County Ordinances and Park County Land Use Regulations (LURs) that apply to lots in our subdivision. These are rules that we must all follow regardless of the Ranch of the Rockies Association (RORA) preferences. The Board of Directors of RORA has been assured by the current Board of County Commissioners that, contrary to what may have been policy in times past; they intend to take their responsibility for enforcing the LURs very seriously.

Park County dictates that all Lots and Common Elements in RORA are zoned R (Residential). For a detailed description of what is allowed/prohibited in areas zoned R, please contact Park County. Prior to any excavation or construction for a driveway, septic system, dwelling or accessory structure, the applicable permits must be obtained from the appropriate County Agency or Department.

All easements as shown on recorded Plats in Park County must be respected and Rights of way must be kept open and readily accessible for use, service, and maintenance. The ground floor area of the main structure of any Dwelling, exclusive of open porches, garages, and basements, will be not less than 600 square feet.

### Mobile Homes

As described in the following excerpt from the LURs, mobile homes are not allowed:

*Mobile Home: A factory-assembled structure at least fourteen (14) feet wide without a permanent foundation, designed to be transported on its own wheels arriving at the site requiring no construction activities in order to be occupied. The unit is equipped with all the necessary service connections required in order for the unit to be occupied. Removal of the wheels and placement on a foundation does not change its classification as a Mobile Home. By definition, a Mobile Home includes any mobile factory-assembled structure constructed prior to the implementation of the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. § 5401 et seq.). Park County does not allow a Mobile Home to be used as a dwelling unit except when placed in a Mobile Home Park or in Recreational Vehicle Park. The term "Mobile Home" does not include travel trailers, fifth-wheel trailers, campers, camper buses, motor homes, modular*



homes, Recreational Vehicles, or Manufactured Homes. After the building permit has been issued for the primary structure, a homeowner/builder may choose to utilize a Recreation Vehicle or a mobile home as temporary housing while the homeowner-builder is constructing the permanent primary structure.

### **Accessory Structures**

Many people have expressed the desire to construct a shed or other accessory structure on their otherwise unimproved lot. The following excerpt from the LURs defines Park County's position regarding such structures:

*Accessory Structure: A structure or building customarily and commonly associated with and clearly subordinate to a lawfully existing Principal Building located on the same Lot. For Lots less than thirty-five (35) acres, an Accessory Structure is not permitted unless a Principal Building is in existence and use on the same Lot, or a building permit for such Principal Building has been obtained. An Accessory Structure, regardless of the existence of a Primary Structure, is permitted on parcels thirty-five (35) acres or larger. An accessory structure may not be occupied as a dwelling.*

### **Signs**

Regarding signs, the Park County LURs contain eight pages of information stating what is allowed or prohibited. In addition, the Colorado Common Interest Ownership Act (CCIOA), the act which governs Home Owners' Associations (HOAs), contains several pages of what an HOA can or cannot control. Between these two governmental dictates, nearly every kind of sign is addressed. Therefore anyone wishing to put a sign on their lot must do a great deal of research, or risk wasting their money and their effort. In addition, RORA has determined a need to address Real Estate Signs in the Policies & Procedures rules.

### **Water Augmentation Plan**

The Ranch of the Rockies Association has an obligation to administer the Water Augmentation Plan as adjudicated in Colorado State Water Court. We are required to maintain the Buffalo Creek Reservoir, however, no one on the Ranch of the Rockies is allowed to dam, divert or collect surface water. This means that there is no reason for the Association to make a rule regarding this matter.

### **Animals**

Anyone owning property on the Ranch who also owns pets or livestock should be aware of the Park County regulation regarding animals. "Park County Animal Control Resolution 95-11 8(a)" the Animal Control Resolution of 1995 is very specific regarding loose uncontrolled animals and addresses fines for non-compliance. Therefore, it should not be necessary for the Association to make redundant rules regarding this matter. In addition, since our property is surrounded by agricultural ranches, people who care about their dogs should be aware that it is perfectly legal and within the rights of a rancher to shoot trespassing dogs that are harassing his livestock. We have had instances where that has happened as recently as 2004. Please, for your pet's sake, don't allow them to run at large.

### **ATV Use**

Many people have expressed great disappointment in the fact that they are not allowed to operate their ATVs and other motorized vehicles that are not street legal on the roads within the Ranch. All roads within the subdivision are Park County roads. The Association has absolutely no input or control over how Colorado State laws are enforced upon these roads. The Park County Sheriff's Office (PCSO) and the Colorado State Patrol both have a presence on the Ranch and may choose to enforce the law on these roads. Anyone with questions about the laws concerning these vehicles or their operation should contact either of those agencies to have their questions answered.

The Association has no authority to authorize anything that the LURs, ordinances or Colorado laws, prohibit.

### **Common Areas**

The Ranch includes several common areas, such as the pavilion area, three large pastures, several out lots and two park sites. These areas are for the use and enjoyment of all the property owners. However, since it is the responsibility of the Board of Directors to care for and maintain these areas, anyone wishing to use these areas should check at the Ranch office to determine what rules may apply. This is especially true in the case of persons wanting to camp or picnic in the pavilion area. The pavilion area may be reserved for special occasions (i.e. family picnics etc.) on a first come first serve basis by contacting the Ranch Manager.

### **Rules Enforcement Committee**

A committee, of three members in good standing, will be appointed by motion of the Board of Directors to assist in the administration and enforcement of the rules contained in the Policies and Procedures document. These members should not be members of the Board and should be appointed for terms of three years, with one position being replaced each year

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(exception for initial committee when there will be a one year, a two year and a three year appointment). In the event that a committee member must be replaced, the Board may appoint a replacement to serve the remainder of that person's term. This committee will report any activity monthly at the regular monthly Board meeting. This may be an oral or written report submitted by a committee member.

### **Architectural Review Committee**

A committee, of two members in good standing, will be appointed by motion of the Board of Directors to review and approve plans for proposed construction on member's property. These members should not be members of the Board and should be appointed for terms of two years; with one position being replaced each year (exception for initial committee when there will be a one year and a two year appointment). In the event that a committee member must be replaced, the Board may appoint a replacement to serve the remainder of that person's term. This committee will report any activity monthly at the regular monthly Board meeting. This may be an oral or written report submitted by a committee member.

### **Penalties**

If a violation of the rules has been identified, processed according to the procedure described in the Policies and Procedures document, and has not been resolved, a fine of up to \$25.00 per day will be assessed from a time commencing thirty days after the second notice of the violation was sent, until the violation is corrected.

### **Rules**

#### **Campers and Camping**

The Ranch of the Rockies is a residential community. The Lots are not intended as permanent campsites. The Ranch of the Rockies recognizes that property owners may desire to use their Lots for camping. Because this use is not normally part of a residential community, but because many people purchased their Lot with the understanding that they would be allowed to camp on their property, the following provision will be made part of the policies of Ranch of the Rockies.

##### **1. Unimproved Lots**

Property owners may use their Unimproved Lot for camping with the following provisions:

- a. No tent, trailer, recreational vehicle, or other camping unit may be set upon a foundation or permanently affixed to the ground on any Lot.
- b. Camping units are not allowed to remain indefinitely on unimproved Lots within the development. Camping units may be left on unimproved Lots from April 1 to October 1.
- c. After October 1, the camping unit must be removed. The camping unit may be stored, by Members in good standing of the Ranch of the Rockies Association, in the R.V. Storage Area located in Filing 1, provided space is available and the member has signed a storage agreement (at a nominal fee of \$1 per month) with the Ranch of the Rockies Association.
- d. Proper sanitation practices are required while the unit is in use. An R.V. dump station is provided at the Pavilion area during the summer season.
- e. A provisional Winter Camping Permit must be obtained from the Ranch Manager for camping (not to exceed 2 consecutive weeks) outside the above 6-month window.

##### **2. Improved Lots (Lot with a permanent residence, which has a Certificate of Occupancy issued by Park County)**

- a. Permanent residents with improved Lots may store their camping unit on their Lot. The camping unit must be in good repair and appearance.
- b. Proper sanitation practices are required if the unit is occupied while parked on the improved lot.
- c. After October 1, a provisional Winter Camping Permit must be obtained from the Ranch Manager for occupancy (not to exceed 2 consecutive weeks) outside the 6-month window from April 1 to October 1. An R.V. dump station is provided at the Pavilion area during the summer season.

There will be no grandfathering of camping units being stored on lots without a primary residence prior to the acceptance date of these amendments.







### Real Estate Signs

Any sign designed to advertise any property for sale or auction, shall be subject to the following rules:

1. The informational area of a sign may not be more than four (4) square feet in area on one side.
2. The sign must list a contact telephone number.
3. Signs posted by realty companies must have a valid, active listing at the time the sign is posted. The sign must be removed within thirty (30) days of the expiration of the listing, date of the auction or the closing date of the sale of the property.
4. Signs posted by owners may not be more than four (4) square feet in area on one side, and must be removed within thirty (30) days of the closing date of the sale of the property.
5. Signs will only be allowed upon the property being sold. No directional signs indicating the location of property for sale shall be permitted at any intersection of roads or entrances to Ranch of the Rockies.
6. All signs must be posted at least thirty (30) feet from the center line of any county maintained road (all roads in RORA are currently county maintained.)

Any signs found to be in violation of these rules shall be confiscated by RORA. An attempt will be made to telephone the contact number to advise the party of the violation. Thirty (30) days thereafter, if arrangements have not been made to correct the problem, the sign(s) will be disposed of by RORA.

### Building Type and Use

1. All Lots in the development and Common Elements are zoned R (Residential) by the applicable Park County Land Use Regulations.
2. Prior to any excavation or construction for a driveway, septic system, dwelling or accessory structure, the applicable permits must be obtained from the appropriate State or County Agency or Department<sup>1</sup>.
3. Architectural Control: Building plans and specifications are to be submitted to the Ranch of the Rockies Architectural Control Committee for approval before commencing construction. The committee will approve or disapprove the plans and specifications within fifteen (15) days<sup>2</sup>.
4. Building Appearance: In order not to impair the appearance of the development, the exterior of each Dwelling or Accessory Structure located on any Lot must be maintained in good repair and condition. Color schemes must be compatible with the natural environment and surroundings at the discretion of the Ranch of the Rockies Architectural Control Committee.
5. Any modifications to any existing structure (including color) must be submitted to the Ranch of the Rockies Architectural Control Committee for approval.

### Lot Appearance and Use

1. There will be no removal of living trees from any Lot except those trees that must be removed in connection with construction on the property, clearing of trees to comply with an accepted fire mitigation plan, or pest/disease mitigation forest service plan.
2. No unlicensed or inoperative vehicle is to be stored on any Lot, which would be a nuisance to neighboring properties.

### Hunting and Firearms

No hunting is allowed within the subdivision. No discharge of firearms is allowed within the subdivision, except as may be necessary for self defense as allowed under Colorado Revised Statutes, Title 18 Criminal Code.

### Outdoor Lighting

The purpose of this regulation is to:

<sup>1</sup> Plumbing and electrical permits are issued and inspected by the State of Colorado. All other permits are issued and inspected by Park County.

<sup>2</sup> The Association has no authority to authorize anything that the Park County LURs, ordinances, or Colorado law prohibits.

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

All outdoor lighting fixtures (luminaries) shall be installed in conformance with this Regulation and with the provisions of the Building Code, the Electrical Code, and the Sign Code, as applicable and under permit and inspection, if such is required.

**Comment: Practical Considerations**

1. The idea that more light always results in better safety and security is a myth. One needs only the right amount of light, in the right place, at the right time. More light often means wasted light and energy.
2. Use the lowest wattage of lamp that is feasible. The maximum wattage for most residential applications should be 100 watts, but less is usually sufficient. For cost saving purposes, consider compact fluorescent lamps rather than incandescent, as they use much less energy and have a much longer lifetime.
3. Whenever possible, turn off the lights or use motion sensor controlled lighting.

**Maximum Lamp Wattage and Required Luminaire or Lamp Shielding**

1. All outdoor lighting installations shall be designed and installed to be fully shielded (full cutoff), except as in exceptions below.
2. Shall have maximum lamp wattage of 100 watts incandescent, and 26 watts compact fluorescent for residential outdoor lighting.
3. In residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter and be installed and maintained such that the shielding is effective.
4. Lighting attached to single-family home structures should not exceed the height of the eave.
5. Outdoor lighting (flood or spot lights and porch lights) must be installed at a 45-degree downward aim. A 45-degree downward aim will ameliorate the glare from such lights, and it is simple to apply and verify as it is half-way between straight down and straight to the side.

**Lighting that is exempt from these regulations**

1. Lighting in swimming pools and other water features governed by Article 680 of the National Electrical Code.
2. Holiday and temporary lighting (less than sixty days use in any one year).
3. Low voltage landscape lighting, but such lighting should be shielded in such a way as to eliminate glare and light trespass.

**Definitions**

Glare:

Intense and blinding light-- causes visual discomfort or disability.

Landscape Lighting:

Luminaries mounted in or at grade (but not more than 3 feet above grade) and used solely for landscape rather than any area lighting.

Obtrusive Light:

Spill light that causes glare, annoyance, discomfort, or loss of visual ability. Light Pollution.

Luminaire (light fixture):

A complete lighting unit consisting of one or more electric lamps, the lamp holder, any reflector or lens, ballast (if any), and any other components and accessories.

Fully Shielded (full cutoff) Luminaire:

A luminaire emitting no light above the horizontal plane.

Spill Light:

Light from a lighting installation that falls outside of the boundaries of the property on which it is located. Usually results in obtrusive light.



## Procurement Policies

### Guidelines

Since our Homeowner's Association is a public entity, the Board and the Ranch Manager have a responsibility to insure that the money we spend on behalf of the residents is spent wisely and that good value is received for those expenditures. These guidelines are an attempt to help this and future Boards make sure that the HOA gets its monies' worth when contracting with third parties for goods and services.

### Materiality

It is not practical, nor is it efficient to utilize a formal bid/quote process for small purchases. However, if the value of an item or service exceeds \$5000 it becomes not only practical, but also necessary to bid/quote to insure the integrity of the process and to be able to demonstrate to the homeowners the integrity of the system. The Board of Directors should review the threshold amount periodically, and adjust it if inflation or other current conditions warrant a change.

The RM working with the BoD shall be responsible for the preparation and distribution of all requests for price quotations. When the high dollar bid process is utilized, it shall be the responsibility of the RM to mail copies of the requests (Certified Return Receipt) to each qualified supplier, receive the unopened sealed bids, store such sealed bids until the formal bid opening, and insure that bid information is not shared with other bidders until the contract has been awarded.

### Determining the Process

- Requirement - The Board of Directors must approve any expenditure greater than \$100. Purchases of non-expendable goods (i.e. tools and equipment) should be recorded in the HOA books as assets and be added to the current tool inventory.
- Petty Cash – For items less than \$20.00, cash from the petty cash may be used to pay for minor expenses. For expenditures of \$20.00 or more, checks must be used. Receipts must be put in the box for cash used. The fund must be reconciled at least once a year, or when the cash is nearly exhausted. The accountant will do the reconciliation and replenish the cash when necessary.
- Checks written to pay for all expenses must be signed by BoD member(s) as follows:
  - \$0 – 1,499 must be signed by one Board member
  - \$1,500 – 2,999 must be signed by two Board members
  - \$3000 and up must be signed by three Board members
- Expenditures that may reasonably be expected to exceed \$5000 must be executed by following the defined bid/quote procedure.

### Vendor/Supplier Qualification

There is some difference between purchasing items such as building materials or equipment, as opposed to procuring the services of a contractor to construct a building or repair a dam; therefore, different means should be used for determining qualified suppliers.

- Goods/Materials Vendors – It is difficult to imagine very many commodities for which it would not be possible to find three suppliers in the area. The RM should maintain a list of wholesale/retail suppliers and their competitiveness on prior purchases. If there are vendor personnel that have been helpful, that should be noted.
- Contractors – A list should be kept of contractors in the area that are licensed and insured. This list should be compiled based upon input from the appropriate state and county licensing agencies, as well as from, experiences that the Ranch has had with past dealings. Other factual information that the RM obtains and that might influence the BoD with the bid evaluation process should be included. This list could be a valuable tool to the BoD and RM if it is kept up to date.

### Request for Quote for Goods and Materials

For material or goods, the RM must obtain a minimum of three (3) three price quotations. Written price quotes are preferred; however, telephone quotes will be acceptable if they are well documented. The documentation must include:

1. Description – a detailed description of the goods being purchased, including make, model and warranty details where applicable.



2. Name of person requesting quote (normally the RM).
3. Name and location of vendor quoting the price.
4. Name of the individual providing the price and information.
5. Price, including taxes and delivery as applicable.

### **Request for Quote for Contracted Services**

When it is anticipated that proposed contracts for services (including materials where applicable) will require expenditure of more than \$5000, a minimum of three (3) responses from approved contractors must be obtained. It may be necessary to send requests to several contractors to obtain the required three responses. On rare occasions, it may not be possible to obtain three responses due to some unique requirement or due to time frame constraints. In the event that less than three bids are received, the BoD will be required to examine the process and determine whether additional requests should be tendered to contractors, or whether it is in the best interests of the property owners to award the bid to a contractor with less than the required three bids. In such cases, a majority of the BoD must vote to approve the award.

### **Elements of a Contract Proposal**

When requesting quotes from a contractor the following elements are necessary to insure a complete and fair bid is received:

1. Description of Work to be Performed – First and foremost, a complete description of all the work to be performed, including and special materials, permits that must be obtained, and/or regulations that may apply (i.e. USPS). In the event that a contractor requests additional information and such is provided to a contractor, the same information should be documented to each of the other bidders.
2. Start Date – A requested start date should be included in each request. The date may be negotiable and/or part of the basis for awarding the contract.
3. Completion Date – The date that the project must be completed must be included in any request. The date may be negotiable and/or part of the basis for awarding the contract.
4. Bid Receipt Date – A deadline date for receiving bids must be given to each contractor from which a bid is requested. This date is not negotiable and should allow sufficient time to prepare a sound proposal. The sealed bids (all bids must be in a sealed envelope) may be mailed or delivered in person to the RM who must place them in a safe place, unopened until the bid opening. A postmark or signature of the RM or a Board member on a receipt is evidence of timely receipt of a bid. No bid should be opened prior to the bid opening date.
5. Bid Opening Date – This is the date that the BoD and the RM will open the sealed bids. It should precede the award date by enough time for the bids to be reviewed by the BoD and the RM, and in case there are questions or problems with any of the bids, time should be allowed to resolve these issues. This may vary considerably based upon the size and complexity of the project.
6. Bid Award Date – This will be the date that the bids are awarded. It is good business practice to notify the unsuccessful bidders as well as the successful bidders.
7. Payment Terms – Conditions must be included that spell out how payment will be made, and when payment will be made. These terms should be consistent with normal business practices for the services requested. There should be provisions to insure that the property owners receive full value for the monies expended.
8. Signature – The request should be signed and dated by the RM.

### **Contract Award Process**

After the requests have been gathered, a committee of the RM (if not available a third Board member) and at least two (2) Board members must meet to open the bids. The bids should then be reviewed to determine if they are complete, and error free. If there appear to be any problems with a bid, the contractor may be contacted for clarification and/or correction of errors. In no case should the Board furnish information from one supplier's bid to any other supplier for the purpose of allowing the second supplier to alter his bid. After the committee is satisfied that the bids are correct and meet the requirements for the project, and all non-price facts have been considered, the contract should be awarded to the best value bidder.



**Request for Price Quote for Goods or Materials**

This information is requested to assist the Ranch of the Rockies Association in obtaining the best value for its members.  
For additional information, please contact the Ranch Manager \_\_\_\_\_ at telephone number  
(719)836-2079

Please furnish a price quote including taxes, shipping and warranty terms (if applicable) for the following:

Detailed description:

Make: \_\_\_\_\_

Model: \_\_\_\_\_ Color: \_\_\_\_\_

Other Items of Concern \_\_\_\_\_

(If more space is required, additional pages may be attached.)

Date & Time Quote Must Be Received: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of Firm Quoting Price: \_\_\_\_\_

Name of person providing information: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Additional information (Optional) provided by vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RORA Ranch Manager: \_\_\_\_\_ Date: \_\_/\_\_/20\_\_

Telephone/Fax Number: (719)836-2079

Email address: [rorahoa@ghvalley.net](mailto:rorahoa@ghvalley.net)



**Request for Price Quote for Contracted Services  
Including Goods or Materials**

This information is requested to assist the Ranch of the Rockies Association in obtaining the best value for its members.  
For additional information, please contact the Ranch Manager, \_\_\_\_\_ at telephone number (719)836-2079.

Please furnish a price quote including all labor, material, taxes, and other ancillary charges (if applicable) for the following:

Project Description - Including drawings, special conditions and/or specific materials that may be required:

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(If necessary, additional information will be attached.)

Payment Terms: \_\_\_\_\_

All bids should be presented to the RORA Ranch Manager in sealed envelopes or mailed to:

Ranch of the Rockies Association  
Sealed Bid  
492 Ranch Road  
Hartsel, CO 80449-8502

Bids must be received or postmarked by midnight of the bid receipt date noted below.

Requested Bid Receipt Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Bid Opening Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Bid Award Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Requested Project Start Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Requested Project Completion Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

License and insurance information should be included. All proposals must contain the name of the firm/individual submitting the bid and be signed by a legal representative of the firm/individual.

RORA Ranch Manager: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Telephone/Fax Number: (719)836-2079 email: [rorahoa@ghvalley.net](mailto:rorahoa@ghvalley.net)

