

Indian Mountain Covenants
All Filings in General
Updated May 21, 2015

Background: The developers of the Indian Mountain Subdivision recorded protective covenants in the records of Park County. There were minor variations in the covenants from filing to filing, but the substance of each filing was the same. Set forth below is the substance of the protective covenants governing all the filings for Indian Mountain. If one wishes to obtain a copy of the actual recording for a specific filing, contact the Park County Clerk and Records office. If you received title insurance when you purchased your Indian Mountain property, a copy of the covenants pertaining to your property should have been included with your title policy. In the early filings, the Grantor was Park Development Company, while in later filings the Grantor was Indian Mountain Corp.

Grantor hereby makes and declares the following limitations, restrictions, and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

1. DEFINITIONS: As used herein, the following words and terms shall have the following meanings:

SUBDIVISION—

Indian Mountain

LOT—

A lot within the subdivision, which may be used for residential purposes.

SINGLE FAMILY RESIDENCE—

A single-family residence building together with one outbuilding.

A "double-wide" mobile or modular home shall be considered a single-family residence under the terms of these covenants so long as:

- (a) The unit meets all other conditions of these covenants including paragraph 4;
and
- (b) The wheels, under carriage, etc., if any of the unit are permanently removed and the entire building is permanently secured to a permanently installed and approved foundation; and
- (c) The owner of the unit places the building on the permanent real property tax rolls of Park County and produces satisfactory evidence to Grantor that the building has been assessed as permanent real property.

The definition of a "double-wide" mobile or modular home shall be at the sole discretion of the Grantor.

DUPLEX FAMILY RESIDENCE—

One dwelling building, containing not more than two apartments, together with one outbuilding.

APARTMENT BUILDING—

A building containing more than two apartments.

OUTBUILDING—

An enclosed, covered building to be used as a garage or for other storage purposes not directly attached to the main structure which it serves. A structure used for livestock purposes is not considered an outbuilding as herein described.

COMMERCIAL SITE—

A lot which can be used for commercial enterprises in accordance with plat restrictions.

MULTI-FAMILY LOT—

A lot which can be used for apartments, or condominiums in accordance with plat restrictions.

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.

3. USES: Each lot in the subdivision shall be used for one single or duplex family residence, except that apartments, condominiums may be constructed or multiple family lots and commercial enterprises shall be allowed on commercial lots according to plat and covenant restrictions. Density shall be no greater than one single-family residence per acre for residential lots. Duplex family residences may only be constructed on lots containing 2 acres or more.

4. APPROVAL OF CONSTRUCTION PLANS: No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications (including, but not limited to, the floor, elevation, plot and grading plans; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to Grantor and by it approved in writing.

At the time plans and specifications are submitted to Grantor for its approval, the person or persons submitting such plans and specifications shall also submit to Grantor evidence satisfactory to Grantor that the Public Health Department of the State of Colorado or the appropriate official of Park County, Colorado or any other governmental agency has approved his sanitary sewage disposal system. Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

In passing upon all such plans and specifications, Grantor shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring lots. Grantor agrees to use reasonable judgment in passing upon all such plans and specifications, but Grantor shall not be liable to any person for Grantor's actions in connection with submitted plans and specifications, unless it be shown that Grantor acted with malice or wrongful intent.

5. EASEMENTS: Easements and rights of way are hereby reserved as shown or described on the recorded plot of the subdivision. There are in addition easements reserved in the right of way of each road for water and all other utilities.

Easements for equestrian, hiking and over-snow vehicles use may be specified and described on the plat. These easements shall be restricted to the intended use and all other vehicular traffic (except emergency vehicles) shall be prohibited from these easements, except limited driveway use will be permitted by the owner whose property is crossed by such easements. Such limited driveway use must first receive the written approval of the Grantor. The Grantor shall have the exclusive right for approval or denial of such limited driveway use. Unless permission is obtained from the individual property owners, trespassing by equestrian, hikers, over-snow vehicles, et al. on privately owned property at places other than as provided is prohibited.

SNOWMOBILE AND HORSE EASEMENT—A ten-foot public easement is provided along all lot lines facing a road. This easement is restricted to the use by the public exclusively for over-snow vehicles and equestrian purposes. The easement will be cleared of trees and other vegetation except for a boundary of trees to be left between the road and the cleared easement for safety and aesthetic reasons. This boundary may not be removed by anyone except for the provision of a driveway to any lot, as provided in the following paragraph.

DRIVEWAYS—No trees may be cut or grading accomplished on any lot without the Owner's obtaining prior written approval of the Grantor. It is intended that driveways be kept to a minimum and be so located and constructed as to minimize dangerous intersections and to maximize the retention of the natural character of the area. Proper drainage facilities, including culverts, may be designated by Grantor as a condition for approval hereunder, and will be provided by the Owner at his expense. Minimum interference with the snowmobile and equestrian easements will be practiced.

6. FENCES: No fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any lot, except such fences or walls as may be approved by Grantor as an integral or decorative part of a building to be erected on a lot, or for the control of livestock.

7. SIGNS: No signs, billboards or other advertising structures of any kind shall be erected, constructed or maintained on any lot of any purpose whatsoever, except such signs as have been approved by Grantor for identification of residences and signs used by the Grantor for selling the subdivision.

8. WATER AND SEWER: Each structure designed for occupancy or use by human beings shall connect to an approved domestic water source and approved sewage disposal system. In the event a central water and/or sewage system is not available, the owner may install and use a domestic well and/or septic system. Such well and/or sewage disposal system must have all necessary public regulatory and governmental approval.

If and when a water and/or sanitation district is formed for the purpose of providing central water and/or sewage disposal services, whether by Grantor or a designee of the Grantor or by any municipality, the owner hereby consents to the forming of such a district or districts and shall cooperate in the formation of such a district or districts and shall abide by all the rules, regulations and requirements of such a district or districts, including the abandoning of any and all domestic wells and/or septic systems, or other private facilities installed by the owner and the utilization of facilities provided by the district or districts as may be required by the district or districts.

9. TRASH: No trash, ashes, or other refuse shall be thrown or dumped on any land within the subdivision. There shall be no burning of refuse out of doors except in incinerators installed with the approval of Grantor. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

10. LIVESTOCK: No animals, livestock, or poultry (except dogs, cats, and other pets for household enjoyment and not for commercial purposes) shall be kept, raised or bred in the subdivision, except as specifically provided for by Grantor.

11. TREES: Living trees naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the properties, except that Grantor may approve some thinning or trimming if it seems desirable.

12. SET-BACK REQUIREMENTS: The minimum building set-back line from the right of way on a cul de sac shall not be less than 40' and the minimum set-back line in other cases shall be 25' from all property lines.

13. LANDSCAPING: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but Grantor may approve construction of gardens, lawns and exterior living areas.

14. TEMPORARY STRUCTURES: No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision, except as may be determined to be necessary during construction and specifically authorized in writing by Grantor, except that owner may camp on

his property, using a tent, camper or temporary trailer for a period not to exceed 90 days or 30 consecutive days in any calendar year.

15. CONTINUITY OF CONSTRUCTION: All structures commenced in the subdivision shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless some exception is granted in writing by Grantor.

16. RESUBDIVISION: No lot may be resubdivided by an owner into any parcel less than one acre. In the event any owner wishes to resubdivide his lot, he must first obtain advance written approval of the Grantor. These covenants shall apply to all lots resubdivided under this section.

17. NUISANCE AND FIREARMS: No noxious, dangerous or offensive activity shall be carried on within the subdivision; nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any hunting, trapping or other sporting activities be carried on which requires the use of any type of lethal or dangerous weapon.

18. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the subdivision, and each owner of property therein, his successors, representatives, and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for five successive terms of ten years each.

19. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of the subdivision.

20. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision or any duly elected or appointed official of Park County, to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorneys' fees, for such violations.

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