

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR BLOCK B, MOORE FAMILY PLANNED UNIT DEVELOPMENT,**  
**A PLANNED COMMUNITY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLOCK B, THE MOORE FAMILY PLANNED UNIT DEVELOPMENT, A PLANNED COMMUNITY ("Declaration"), is made this 10<sup>th</sup> day of AUGUST, 1998, by JAMES E. MOORE FAMILY PARTNERSHIP, LLLP, a Colorado limited liability limited partnership, its successors and assigns (the "Declarant").

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of certain real property in Pitkin County, Colorado, known as Block B, Moore Family Planned Unit Development, a Planned Community ("Moore Family PUD"), according to the Plat thereof (hereafter "Plat") recorded on August 10, 1998, in Plat Book 45 at Page 81 in the office of the Clerk and Recorder of Pitkin County, Colorado (hereinafter referred to as the "Property"); and

**WHEREAS**, the Declarant is desirous of providing for and restricting the use of the Property to an alpine and nordic skiing facility and attendant uses by owners of Block B (hereafter "Block B Owner"), and for ski trails and a ski lift for the benefit of Declarant, its successors and assigns; and

**WHEREAS**, the terms used herein shall have the same meaning as those set forth in the Master Declaration of Covenants, Conditions, and Restrictions for Moore Family PUD, recorded on August 10, 1998, at Reception No. 420466 (hereafter the "Master Declaration").

**NOW, THEREFORE**, Declarant does hereby declare that the following terms, covenants, restrictions, easements, uses, limitations, and obligations shall be deemed to run with the land and be a burden on the Property, and any person or entity acquiring or owning an interest in the Property, and any improvements thereon, and their grantees, successors, heirs, personal representatives, devisees, and assigns, shall be bound hereby.

1. **Design Review.** No improvements of any kind, including the grading of land, berming, and landscaping, shall be done on the Property without architectural review and written approval by the Declarant, which Declarant review shall be done in accordance with the Design Guidelines established by the Design Review Board as provided in the Master Declaration. This approval will be required prior to commencement of construction of any structure or development on the Property. The Declarant may delegate or



assign this design review to Moore Family PUD Master Association, Inc. (the "Master Association").

2. Use of the Property. The use of the Property shall be limited to those customary for an alpine and nordic skiing club and training facility, and attendant uses, including a ski lift, ski trails, utility easements, and access easements to the ski lifts.

3. Times of Operation. No use of the facility shall take place prior to 8:00 a.m. or after 9:00 p.m. that would in any way create noise, lights, or impact on other property owners in the Moore Family PUD; provided, however, that emergency maintenance shall be permitted as necessary and appropriate.

4. Structures. Subject to the Declarant's reservation of rights set forth in the Master Declaration, the Plat, and herein, with respect to reservations, easements, ski lifts, ski trails, and development of Moore Family PUD, only one (1) structure is permitted on the Property. That structure may not exceed 6,000 square feet of floor area, as defined by the Pitkin County Land Use Code in effect on January 1, 1998 (the "Code"). This structure shall be limited in height to twenty-eight feet (28'), as measured by the Code. No variance may be secured from Pitkin County or other governmental entity with jurisdiction which will alter these specific restrictions.

5. Lighting. No lighting of any kind will be permitted on the Property, except for lighting necessary and appropriate to utilize the parking lot, as well as exterior building lighting which is necessitated by the Uniform Building Code.

6. Parking. Parking is permitted on the Property, but its use shall be limited to members, staff of the Block B Owner, and the personnel required to operate the ski lift. No parking shall be permitted for non-members' use of the ski lift to be located on the Property.

7. Sound Systems. No permanent outdoor speaking system, and no amplified music shall be permitted. During special events, such as nordic skiing, megaphones and other amplification will be permitted between 8:00 a.m. and 9:00 p.m. only.

8. Condition of Premises. The exterior of the premises will be kept neat, clean, and free of debris.

9. Storage. There will be no storage of cars, motorcycles, recreational vehicles, campers, boats, snow maintenance vehicles, snowmobiles, snowcats, or any unsightly items on the Property, unless in an enclosed attached garage. No



sheds will be allowed on the Property, and no items may be stored outside the building.

**10. Ski Lift Easements and Declarant Reservation.**

Notwithstanding any of the foregoing provisions to the contrary, Declarant reserves the following rights: (a) to construct, operate, and maintain a ski lift on the Property which will access Aspen Highlands Ski Area; (b) grant easements related thereto; and, (c) to develop rules, regulations, and policies which regulate the access for and use of this lift by the Block B Owner.

**11. Enforcement.** Each provision of this Declaration shall be specifically enforceable by the Declarant, its successors and assigns, and the Master Association by a proceeding for any legal or equitable relief, including a prohibitive or mandatory injunction or action to recover damages. In the event of any litigation between the parties involving the interpretation and/or enforcement of this Declaration, or any provision hereof, the prevailing party shall be entitled to an award of its costs and expenses (including reasonable costs and attorneys' fees) incurred therein as a part of the judgment or stipulated settlement entered in such litigation.

**12. Term.** This Declaration shall be effective for a period of sixty (60) years from the date hereof, and thereafter shall automatically terminate and be of no force or effect, unless by instrument signed by Declarant, its successors or assigns, the declarations contained herein are renewed by Declarant, its successors and assigns, on or before thirty (30) days after the expiration of said sixty (60) year period.

**13. Amendment.** The covenants, conditions, and restrictions contained herein may be amended, modified, or revoked by the mutual agreement of the Declarant, the Block B Owner, and the Master Association, to the extent any covenants herein are assigned to the Master Association. No amendment or revocation shall be effective without the consent of the Declarant, unless Declarant has assigned such right as set forth in Paragraph 15 below.

**14. Severability.** Invalidity or unenforceability of any provision of this Declaration, in whole or in part, shall not affect the validity or enforceability of any other provision, or any valid and enforceable part of a provision of this Declaration.

**15. Notice.** Any notice permitted or required under this Declaration shall be in writing, and delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy has been



deposited in the United States mail, postage prepaid, certified mail, and addressed to the party at their last known address.

16. **Successors and Assigns.** A successor and assign of the Declarant, as used herein, shall be deemed a successor and assign of the Declarant for the purposes hereof only if specifically designated by the Declarant by an instrument recorded in the records of Pitkin County, Colorado, and only to the particular rights and interests specifically designated therein.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as the day and date first above written.

DECLARANT:

JAMES E. MOORE FAMILY PARTNERSHIP, LLLP,  
a Colorado limited liability limited partnership

By Thomas A. Moore  
Thomas A. Moore, General Partner

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF PITKIN    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 1998, by Thomas A. Moore, as a General Partner of JAMES E. MOORE FAMILY PARTNERSHIP, LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.  
My commission expires: 4/15/2000 Ⓞ

JANICE L. JOHNSON  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 4/15/2000

Janice L. Johnson  
Notary Public

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