RANCH RESORTS ASSOCIATION, INC.

Post Office Box 120 Florissant, Colorado 80816

Notification of Ranch Resorts Protective Covenants

September 23, 2001

Pikes Peak Title Service PO Box 6040 Woodland Park, CO 80866-6040

This letter is a formal notification of the existence and effectiveness of the Protective Covenants for Ranch Resorts of Colorado, a residential community in Teller County, Colorado.

Ranch Resorts of Colorado is located on both east and west sides of Teller County Road #1, between mile markers 8.5 and 10, approximately midway between Cripple Creek and Florissant. The access roads from Teller County Road #1 are: Ranch Resorts Drive into Subdivision 1, Hackamore Drive and Saltlick Circle into Subdivision 2, Deerfield Circle and Highland Meadows Drive into Subdivision 3. Other roads in Ranch Resorts are: Navajo Trail, Surrey Road, Timber Croft, Cheyenne Way, Branding Iron Circle, Cherokee Place, Choctaw Circle, Sioux Circle, and Apache Trail in Subdivision 1; Wells Fargo Drive, Wells Fargo Place, Surrey Lane, Surrey Way, Fetlock Circle, Stirrup Circle, Forge Drive, Carriage Drive, and Anvil Circle in Subdivision 2; and Aspen Lane, Boulder Lane, and Conifer Circle in Subdivision 3.

The <u>Declaration of Protective Covenants for Ranch Resorts of Colorado, Subdivision 1</u>, remain in full force and effect as filed for record with Teller County on August 1, 1969 and extended until August 1, 2009 on August 1, 1999. The <u>Declaration of Protective Covenants for Ranch Resorts of Colorado, Subdivision 2</u>, remain in full force and effect as filed for record with Teller County on October 13, 1970 and extended until October 13, 2010 on October 13, 2000. The <u>Declaration of Protective Covenants for Ranch Resorts of Colorado, Subdivision 3</u>, remain in full force and effect as filed for record with Teller County on November 22, 1971 and extended until November 22, 2001 on November 22, 1991.

The Declarations of Protective Covenants for Ranch Resorts of Colorado are available at the Teller County Courthouse, Cripple Creek, CO 80813. Copies are available, at a nominal cost, from the President or Secretary of Ranch Resorts Association at PO Box. 120, Florissant, CO 80816.

All recorded owners of a lot, or lots, within the Ranch Resorts of Colorado subdivisions are automatically members of the Ranch Resorts Association, Inc. a Colorado non-profit corporation. Current membership dues are \$10.00 yearly for an unimproved lot; \$20.00 for an improved lot. The general purpose of the Association is to provide for the common good and general welfare of the ownership interests in Ranch Resorts. The Officers of this Association, with the advice of the Architectural and Covenants Committees, will enforce the Protective Covenants currently in effect by proceedings at law or in equity. Any questions or requests concerning the Ranch Resorts Association or the Ranch Resorts Protective Covenants may be directed to the undersigned Association President.

Sincerely.

Clark Welch

President

Ranch Resorts Association Inc.

(719) 689-6642

welchclark@earthlink.net

Filed for record January 11, 1981 at 10:30M Shirley A. Beach-Kacorder

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AGREEMENT FESTALISIES TO DECLARATION OF PROTECTIVE COVERANTS OF BASCH PROOFTS OF COLORADO SUBLIVISION, TELLES COUNTY, COLORADO

307996 Reforence Paragraphs 19, 21, and 24 of the Beclarations of Protective Covenants of Neforence Paragraphs 19, 21, and 24 of the Declarations of Protective Covenants of Ranch Resorte of Coloreds subdivisions at recorded August 1, 1969, Reception Eq. 202366, Drawer 1, Ca. d 1238 A and 1238 B (October 13, 1970, Reception Eq. No. 207366, Drawer 3, Cards 1237 A & B, 1238 A & B, and 1239; November 22, 1970, Reception No. 213086, Drawer 6, Cards 205 A & B, 206 A & B, and 207, in the records of the Clerk and Recorder of Tellor County, Colorado.

WHEREAS, the subdivider, Hanches of America, a Colorado limited partnership, has sold all lots within Manch Resorts of Colorado, all subdivisions, and

SHERMAS, the Ranch Resorts Association, Inc., a Colorado non-profit corpora-tion, composed of lot owners within Ranch Resorts of Colorado subdivision, has been organized and is actively functioning to provide government of recreational facilities and general surveillance over and improvement of said subdivision, and

WHEREAS, Paragraph 24 of said Declaration of Protective Covenants states that Sanches of America say assign any and all of its rights, posers, obligations and

NOW THEREFORE, Ranches of America, in accordance with the provisions of said Paragraph 24 of said protective covenants, hereby taugens to the Ranch Resorts covenants, his powers, obligations, and mivileges under said covenants, with the following stipulations and provisions:

- 1. Ranches of Assrica heraby sells, transfers, conveys and assigns to the Ranch Resorts Association, Inc. Tract A, Ranch Resorts of Colorado Subdivision Ro.
- 2. The Ranch Resorts Association, Inc. may not further assign its rights, powers, obligations and privileges under said Faragraph 24 without the prior write ten consent of Ranches of America as long as Manches of America remains in existence,
- The Ranch Resorts Association, Inc. will make all performances and satisfy all obligations under the Protective Covenants of Ranch Resorts of Colorado which all obligations under the Protective Covenants of Ranch Resorts of Colorado which normall would be performed by Ranches of America and further shall indeanify and hold asserted and incurred by Ranches of America and its general partners by of America attests that he is not aware of any such claims, suits or pending actions.
- 4. The Ranch Resorts and Station, Inc. will inform Ranches of America and send opies of any documents regarding actions to be taken which may affect Ranch Resorts of Colorado, and will do so prior to final action and recording of any such documents, as long as Ranches of America remains in existence.

IN WITHESS WHEREOF, Find in agreement with the terms set forth above, the under-eigned have hereunto subscribed this ______ day of _______ A.D. 1982.

By ! C. Searstary

RANCH RESORTS ASSOCIATION, INC., 8 Colorado non-phofit corporation

STATE OF COLORADO SEC.

The foregoing instrument was anknowledged before se this day of day of . 1962, by Associated and . Secretary of Ranch Re-President, and Secretary of Ranch Resorts Association, Inc., a Colorado non-profit corporation.

Witness my band and official seal. My commission expires

Notary Public

RANCHES OF AMERICA, a Colorado limited partnership

Coneral Firtuer

",) Like" STATE OF COLORAIX) 48.

The foregoing instrument was acknowledged before se this day of Seneral Partner, Braches of America, a Coloredo Limited

Witness my hand and official seal. My commission expires

Motor; Public Four feat: Crede #3:

Filed for record August 1, 1969 at 2:30 P.M.

202366

Ralph H. Dial, Hecorder

Drawer I Cord 1238A

STATE OF COLORADO)
COUNTY OF TELLER)

DECLARATION OF PROTECTIVE COVENANTS

PREAMBLE AND AREA APPLICATION

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, Ranches of America, is the OWNER of all the following described property situate in the County of Teller and State of Colorado,

RANCH RESORTS OF COLORADO SUBDIVISION NO. 1

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in said tract of land, said RANCHES OF AMERICA hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said lots that said lots, in addition to the ordinances of the County of Teller, Colorado shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. Ownership: No lot, nor any part thereof, nor any other portion of the property shown on the recorded plats of RANCH RESORTS OF COLORADO Subdivision No. 1, hereinafter called RANCH RESORTS shall be sold, conveyed or leased to anyone other than a member in good standing of the RANCH PESORTS ASSOCIATION, INC. Further, no grantee of any deed shall rent, lease, give, convey or in any other manner transfer the property conveyed to him to any person not at the time of such transfer, lease, gift or conveyance, a member of the RANCH RESORTS ASSOCIATION, INC. It is specifically understood and agreed that a similar condition will be made by the Subdivider in all other conveyances of similar property in RANCH RESORTS. The purpose of this and such other conditions being to insure to all grantees and all other members of the RANCH RESORTS ASSOCIATION, INC. that their properties in said subdivision shall at all times be occupied by a colony of congenial persons and, further, for the purpose of benefiting lands owned by the Subdivider and developed under the same general plan with the grantees of lots in the above-described subdivision.

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DECLARATION OF PROTECTIVE COVENANTS RANCH RESORTS OF COLORADO SUBDIVISION NO. 1

9. Easements: Easements for installation and maintenance of utilities incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for service and maintenace of utility facilities.

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3). Intertween's 'Litorcement thall he by proceedings at low of in equity equint any perfect or perfect violating or attempting its violate any coverent any perfect or perfect on the perfect of the

IN WITNESS WHEREOF, I have hereunto set my hand and seal ath, day of A. D. 1969. this kirkath day of

by R. Durns Hoore, a General Partner

STATE OF COLORADO) 48;

on this 7th day of Notary/Public in and for said county and state, personally appeared R. BURNS MOORE, known to me to be a General Partner of RANCHES OF AMERICA, a limited partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Filed for record October 13, 1970 at 12:15 P.M.

Norma Altman, Recorder

207366

DRAWER: 3 CARD /237A

STATE OF COLORADO COUNTY OF TELLER

DECLARATION OF PROTECTIVE COVENANTS

PREAMBLE AND AREA APPLICATION

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, Ranches of America , is the OWNER of all the following described property situate in the County of Teller and State of Colorado,

RANCH RESORTS OF COLORADO SUBDIVISION NO. 2

NOW THEREFORE, in consideration of the acceptance NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in said tract of land, said RANCHES OF AMERICA hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said lots that said lots, in addition to the ordinarces of the Court of Raid lots that said lots, in addition to the ordinances of the County of Teller, Colorado shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit;

1. Ownership: No lot, nor any part thereof, nor any other portion of the property shown on the recorded plats of RANCH RESORTS of COLORADO Subdivision No. 2, hereinafter called RANCH RESORTS RESORTS of COLORADO Subdivision No. 2, hereinafter called RANCH RESORTS shall be sold, conveyed or leased to anyone other than a member in good standing of the RANCH RESORTS ASSOCIATION, INC. Further, no grantee of any deed shall rent, lease, give, convey or in any other manner transfer the property conveyed to him to any person not at the time of such transfer, lease, gift or conveyance, a member of the RANCH RESORTS ASSOCIATION, INC. It is specifically understood and agreed that a similar condition will be made by the Subdivider in all other conveyances of similar property in RANCH RESORTS. The purpose of this and such other conditions being to insure to all grantees and all other rembers of the conditions being to insure to all grantees and all other members of the RANCH RESORTS ASSOCIATION, INC. that their properties in said subdivision shall at all times be occupied by a colony of congenial persons and, further, for the purpose of benefiting lands owned by RANCHES of AMERICA, the Subdivider, and developed under the same general plan with the grantees of lots in the above-described subdivision.

2. Architectural Committee:

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

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

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the construction plans and specifications to include

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materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any ground including purely aesthetic grounds,

- d. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commonced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.
- 3. Building Type and Use: All tracts shall be known and described as western residential tracts and shall be used only for residential homes and country estate/leisure-time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishment for the benefit of all owners of tracts in RANCH RESORTS. Only dwellings, not to exceed two and one-half (2 1/2) stories in height and a private garage and/or car port shall be erected, altered, converted, placed or permitted to remain on RANCH RESORTS. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted provided that such are not used for any commercial purpose and subject to approval by the Architectural Committee.
- 4. Dwelling Size: The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.
- 5. Building Location: No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single owner-than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.
- fences, low platforms of Steps, switching pools and similar low, unroofed and unscreened construction may be eracted outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing roning regulations. No construction of this type may be eracted without written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, eracted, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 5 above.
- . 7. Temporary Residences: No structure of temporary character, trailer, basement, tont or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, and for short periods for vacation camping and vacation use, such permit to be in writing and with a time limitation.

- 8. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of that particular structure, wall, fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.
- 9. Easements: Easements for installation and maintenance of utilities, Bridle paths, and hiking trails incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for service and maintenance of utility facilities.
- 10. Obstructions to Vision at Intersections: No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.
- on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that home occupations of professional persons, such as lawyers, doctors, dentists or engineers shall be permitted upon approval by Subdivider.
- 12. Refuse and Rubbish: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers, oil tanks and bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or hearby premises.
- 13. Clothes Drying Area: Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than forty (40) feet from the side street line.
- trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices.
- 15. Signs: All signs displayed upon any of the premises or tracts must be first approved by Subdivider or by the Architectural Committee. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. Subdivider reserves right, however, to require modification or removal of such signs if deemed not in keeping with the area and subdivision decor.
- trucks, trailers or Vehicular squipment shall be habitually parked, which may be visible either from the public street or alley. For the purposes of this covenant, a 3/4 ton or smaller vehicle, commonly known as a pick-up truck and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck. The term, "Commercial

Vehicles" shall include all automobiles, trucks and vehicular equipment as well as station wagons, which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprise. All doors of garages visible from the public streets normally shall be closed except as are required to be opened for the purposes of ingress and agress. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the use and nuisance restrictions of this Declaration.

- disposal systems placed upon any tract shall comply with the requirements of the State of Colorado Health Department and the Health Department of Teller County, Colorado. No septic tank or field system shall be nearer than fifty (50) feet to any lot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system.
- hall be housed, raised or kept on any tract or property, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes, and except horses may be kept for recreational purposes on Tracts 52, 53, 54, 55 and Tract A provided no more than one horse for each 1 1/4 acre of land owned is kept. No stables, corrals, or any structure for the housing or feeding of horses on Tracts 52, 53, 54, 55 and Tract A shall be located or placed closer than forty (40) feet to any adjoining lot line nor closer than sixty (60) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Subdivider and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.
- 19. Subdivider's Option to Purchase If Sold: In the event any grantee of any tract in RANCH RESORTS desires to soll the same, together with its improvements, if any, the property shall be first offered for sale to the Subdivider at the same price at which the property is about to be sold and the said Subdivider shall have thirty (30) days within which to exercise its option to purchase said property. Should the Subdivider fail or refuse, within the said thirty (30) days after receipt of written notice, to exercise its option to purchase such property at the price and on the terms at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to the restrictions and agreements herein contained.
- 20. Function of the RANCH RESORTS ASSOCIATION, INC.: It is the intent of the Subdivider that eventually the Board of Directors of the RANCH RESORTS ASSOCIATION, INC. assume said Subdivider's responsibility in regard to architectural control, approval of signs, control of nuisances and unsightly objects, and general government of By-laws of the RANCH RESORTS ASSOCIATION, INC. Assumption of these responsibilities by the RANCH RESORTS ASSOCIATION, INC. will be in accordance with and in a manner specified by its By-laws.
- 21. Right of Subdivider: Subdivider, its successors or assigns, expressly recurves the right:
- a, from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocat: on shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

207366 DRAWER 3 CARD /239

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

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

23. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

24. Subdivider May Assign: RANCHES OF AMERICA may assign any and all its rights, powers, obligations and privileges under this instrument to RANCH RESORTS ASSOCIATION, INC. or to any other corporation, association or person.

IN WITHESS WHEREOF, we have hereunto set our hand and day of October, A.D. 1970.

RANCHES OF AMERICA, A Limited

Partnership

Burns Moore General Partner

STATE OF COLORADOL COUNTY OF EL PASO)

On this day of October, 1970, before me, Pata Colling Market Public in and for said county and state, personally appeared R. Burns Moore, known to me to be a general partner of Ranches of America, a limited partnership, that executed the within instrument, and acknowledged to me that such partnership executed the same.

My Commission expires Jan, 21, 1973

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SBESES 07/15/2005 1:30PM Page 1 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

July 15, 2005

By a vote of the majority of RANCH RESORTS Filing number 2 property owners, the Covenants for RANCH RESORTS Filing number 2 are hereby amended, expanded, changed or enlarged as follows. Respectfully,

Ranch Resorts Association, Inc. Board of Directors

The original covenants for RANCH RESORTS Filing number 2 filed and recorded on October 13, 1970 bearing reception number 207366, are hereby amended, expanded, changed or enlarged as the case may be with these covenants and restrictions being incorporated herein by reference into the original covenants, and if any conflict should exist between said original covenants and the covenants herein being filed, the covenants herein being filed shall control in all cases.

The paragraph numbers below add to or replace, as the context so requires, like numbered paragraphs in the original covenants.

- 3a. All structures intended for human habitation erected on any tract shall meet the requirements of this paragraph 3a and shall be built on site and erected from new building materials brought onto the site from building material suppliers and not constructed from pre-fabricated units (individual small component items like pre-fabricated windows, doors, roof joists, fireplaces, and similar small component items commonly incorporated into structures as component items excepted). Except as permitted in this paragraph 3a, no building or material part thereof, new or used, shall be moved from a location, whether within or outside of RANCH RESORTS Filing #2, onto any tract in RANCH RESORTS Filing #2 and buildings intended for human habitation which have been manufactured, erected, or assembled whether on-site or off-site of any tract, wholly or substantially from a kit (except that log home kits may be permitted if approved by the architectural control committee in its discretion) or wholly or substantially as a prefabricated or modular unit shall not be used or placed on any tract in RANCH RESORTS at any time. Garages and carports shall meet all requirements of this paragraph 3a for buildings intended for human habitation (even though such buildings may not normally be considered as being intended for human habitation). Provided a tract has had constructed on it an approved residential building a maximum of 2 ancillary buildings per tract (such as storage sheds), with no specific dimensions and whether meeting the requirements of this paragraph 3a or not, shall be permitted subject to compatibility with the architecture of such existing dwelling and with the written approval of the Architectural Control Committee.
- Dwelling Size: The total square footage of the main structure, exclusive of open or covered porches, garages and basements, shall not be less than 1000 square feet.
- 11a. Storage. No lot or tract may be used for the storage of commercial property in the open, except that building materials intended for use in the erection of a building or auxiliary structure on the premises but not to exceed time limit of building permit..
- 12. <u>Refuse and Rubbish</u>: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.
- 16. <u>Vehicle Parking</u>: No commercial type vehicles, trucks, trailers or vehicular equipment shall be habitually parked, which may be visible either from the public street or aliey. For the purposes of this covenant, a one ton or smaller vehicle, commonly known as a pick-up truck and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck. The term, "Commercial Vehicles" shall include all automobiles, trucks and vehicular equipment as well as station wagons, which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprise.

592625 07/15/2005 1:30PM Page 2 of 56 of County, Co

The habitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the use and nuisance restrictions of this Declaration.

- 21. Right of Subdivider: Paragraph 21a. is deleted, with such deletion to be effective after these amendments are recorded, and paragraph 21b. now becomes paragraph 21 to be added immediately after the colon in the preamble to such paragraph 21.
- 22. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect until amended, modified, changed, or terminated by an instrument signed by a majority of the then owners of the tracts and that instrument has been recorded, changing said covenants in whole or part.
- 23 a. Recovery of legal fees: Property owners in RANCH RESORTS subdivision #2 expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In any proceeding brought under this declaration, whether a court proceeding, an arbitration proceeding, or an informal proceeding that is resolved prior to the necessity for court or arbitration action, the prevailing party shall be entitled to recover its costs, expenses, including reasonable attorneys' fees, in addition to any award granted by a court, an arbitrator, or that may be resolved from any informal resolution.
- 25. <u>Annual Assessments and Liens</u>: Annual assessments shall be assessed at a uniform rate for all lots in accordance with this paragraph 25. Annual assessments provided for herein shall commence for all lots on July 1, 2005. Each subsequent annual assessment period shall coincide with the calendar year (i.e. January 1 until December 31) of each year. Subject to the limitations below the Board of Directors of the association shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each assessment shall be sent to every owner. The association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

Each lot shall be subject to assessments and such assessments shall be paid within thirty days after billing by the property owner's association. Each annual assessment together with interest thereon, costs and reasonable attorney's fees for collection thereof, shall be a charge and continuing obligation and lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon, costs and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. The obligation for delinquent assessments shall not pass to any owner's successors in title unless expressly assumed by them. Any lien is subordinate to, and only to, the first mortgage on the lot against which the lien is asserted and may be enforced by any method permitted by law.

Prior to January 1, 2008, the annual assessment shall be thirty dollars (\$30.00) per Lot. The prorated assessment for 2005 shall be fifteen dollars (\$15.00).

After January 1, 2008, the Board of Directors at its discretion and without a vote of the current property owners may increase the annual assessment for three year periods. The increase will be an amount not to exceed ten per cent (10%) of the annual assessment for the previous three year period.

26. <u>Effective Date</u>: These amendments are to become effective at 12:01 am on the day after the date they are recorded.

588625 07/15/2005 1:30PM Page 1 of 56 Patricia Crowson, Clerk & Recorder, Teller County, Co

July 15, 2005

By a vote of the majority of RANCH RESORTS Filing number 2 property owners, the Covenants for RANCH RESORTS Filing number 2 are hereby amended, expanded, changed or enlarged as follows. Respectfully

Ranch Resorts Association, Inc. Board of Directors

The original covenants for RANCH RESORTS Filing number 2 filed and recorded on October 13, 1970 bearing reception number 207366, are hereby amended, expanded, changed or enlarged as the case may be with these covenants and restrictions being incorporated herein by reference into the original covenants, and if any conflict should exist between said original covenants and the covenants herein being filed, the covenants herein being filed shall control in all cases.

The paragraph numbers below add to or replace, as the context so requires, like numbered paragraphs in the original covenants.

- 3a. All structures intended for human habitation erected on any tract shall meet the requirements of this paragraph 3a and shall be built on site and erected from new building materials brought onto the site from building material suppliers and not constructed from pre-fabricated units (individual small component items like pre-fabricated windows, doors, roof joists, fireplaces, and similar small component items commonly incorporated into structures as component items excepted). Except as permitted in this paragraph 3a, no building or material part thereof, new or used, shall be moved from a location, whether within or outside of RANCH RESORTS Filing #2, onto any tract in RANCH RESORTS Filing #2 and buildings intended for human habitation which have been manufactured, erected, or assembled whether on-site or off-site of any tract, wholly or substantially from a kit (except that log home kits may be permitted if approved by the architectural control committee in its discretion) or wholly or substantially as a prefabricated or modular unit shall not be used or placed on any tract in RANCH RESORTS at any time. Garages and carports shall meet all requirements of this paragraph 3a for buildings intended for human habitation (even though such buildings may not normally be considered as being intended for human habitation). Provided a tract has had constructed on it an approved residential building a maximum of 2 ancillary buildings per tract (such as storage sheds), with no specific dimensions and whether meeting the requirements of this paragraph 3a or not, shall be permitted subject to compatibility with the architecture of such existing dwelling and with the written approval of the Architectural Control Committee.
- 4. <u>Dwelling Size</u>: The total square footage of the main structure, exclusive of open or covered porches, garages and basements, shall not be less than 1000 square feet.
- 11a. <u>Storage</u>. No lot or tract may be used for the storage of commercial property in the open, except that building materials intended for use in the erection of a building or auxiliary structure on the premises but not to exceed time limit of building permit.
- 12. <u>Refuse and Rubbish</u>: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.
- 16. <u>Vehicle Parking</u>: No commercial type vehicles, trucks, trailers or vehicular equipment shall be habitually parked, which may be visible either from the public street or alley. For the purposes of this covenant, a one ton or smaller vehicle, commonly known as a pick-up truck and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck. The term, "Commercial Vehicles" shall include all automobiles, trucks and vehicular equipment as well as station wagons, which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprise.

582525 07/15/2005 1:30PM Page 2 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

The habitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the use and nuisance restrictions of this Declaration.

- 21. Right of Subdivider: Paragraph 21a. is deleted, with such deletion to be effective after these amendments are recorded, and paragraph 21b. now becomes paragraph 21 to be added immediately after the colon in the preamble to such paragraph 21.
- 22. <u>Term of Covenants</u>: These covenants and restrictions are to run with the land and shall remain in full force and effect until amended, modified, changed, or terminated by an instrument signed by a majority of the then owners of the tracts and that instrument has been recorded, changing said covenants in whole or part.
- 23 a. Recovery of legal fees: Property owners in RANCH RESORTS subdivision #2 expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In any proceeding brought under this declaration, whether a court proceeding, an arbitration proceeding, or an informal proceeding that is resolved prior to the necessity for court or arbitration action, the prevailing party shall be entitled to recover its costs, expenses, including reasonable attorneys' fees, in addition to any award granted by a court, an arbitrator, or that may be resolved from any informal resolution.
- 25. Annual Assessments and Liens: Annual assessments shall be assessed at a uniform rate for all lots in accordance with this paragraph 25. Annual assessments provided for herein shall commence for all lots on July 1, 2005. Each subsequent annual assessment period shall coincide with the calendar year (i.e. January 1 until December 31) of each year. Subject to the limitations below the Board of Directors of the association shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each assessment period. Written notice of each assessment shall be sent to every owner. The association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

Each lot shall be subject to assessments and such assessments shall be paid within thirty days after billing by the property owner's association. Each annual assessment together with interest thereon, costs and reasonable attorney's fees for collection thereof, shall be a charge and continuing obligation and lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon, costs and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. The obligation for delinquent assessments shall not pass to any owner's successors in title unless expressly assumed by them. Any lien is subordinate to, and only to, the first mortgage on the lot against which the lien is asserted and may be enforced by any method permitted by law.

Prior to January 1, 2008, the annual assessment shall be thirty dollars (\$30.00) per Lot. The prorated assessment for 2005 shall be fifteen dollars (\$15.00).

After January 1, 2008, the Board of Directors at its discretion and without a vote of the current property owners may increase the annual assessment for three year periods. The increase will be an amount not to exceed ten per cent (10%) of the annual assessment for the previous three year period.

26. Effective Date: These amendments are to become effective at 12:01 am on the day after the date they are recorded.

582625 07/15/2005 1:30PM Page 3 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

Please sign below <u>EXACTLY</u> as printed, (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot/s 95,,, of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: Rikard Altmon, Sign here:
Printed name: RICHARD ALT MAN, Printed name:
Date: 4/12/05 Date:

582625 07/15/2005 1:30PM Page 4 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

We, the undersigned owners of lot/s 103,, of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments, Sign here: Ruhand, A allmen Sign here:	Please sign below <u>EXACTLY</u> as printed. (This is I This ballot constitutes one vote per lot.	how the assessor's office lists ownership).
Sign here: Richard, A Altman Sign hore:	COLORADO, Subdivision number 2 hereby adopt	the forgoing amendments,
	Sign here: Richard A alto	Sign here:
Printed nameRICHARD A. ALTMAN Printed name:	Printed name RICHARD A. ALTMAN	Printed name:
Date: 4/12/05 , Date:	Date: 4/12/05,	Date:

582625 07/15/2005 1:30PM Page 5 of 56 Patricia Growson, Glerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 68, ~/4, ~/4 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here:
Printed name: TEANNINE BANDREW Brinted name:
Date: $2/19/05$ Date:
·

588686 07/15/2006 1130PM Page 6 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below EXACTLY as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 58, N/A, N/A of RANCH RESORTS OF COLORADO,
Subdivision number 2 hereby adopt the forgoing amendments,
Sign hero: Robert E. austie Sign hero: Shirleg & austin
Printed name ROBERT & AUSTIN, Printed name: SHIRLEY L AUSTIN
Date: 9/16/05 Date: 3-16-05

582525 07/15/2005 1:30PM Page 7 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot121of RANCH RESORTS OF COLORADO,
Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: MUMIAA DUSTUM Sign here:
Printed name: // Maryann Bastion Printed name:
Date:

582625 07/15/2005 1:30PM Page 8 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how This ballot constitutes one vote per lot.	the assessor's office lists ownership).
We, the undersigned owners of lot 25 of RAN	CH RESORTS OF COLORADO,
Subdivision/number 2 hereby adopt the forgoing amend	ments.
Sign here Jackel Bollender	Sign here:
17	
Printed name: Jackie M. Bolender	, Printed name:
Date: 4 Mon 05	Date:

582625 07/15/2005 1:30PM Page 9 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 3, M/A, of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: Man Sign here: Sign here: Sign here:
· · · · · · · · · · · · · · · · · · ·
Owner's name: HERSERT P. BOYCE, Owner's name: HEDY L. BOYCE
Date: 23 MAY 05 , Date: 33) Nov. 05

SB2625 07/15/2005 1:30PM Page 10 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) (c) (22, ~/a of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Upone & John Burst, Sign here: Duane & Marlone Burst left
Printed name: DARLENE A BROSDAHL, Printed name: DARLENE A BROSDAHL
Date:

582625 07/15/2005 1:30PM Page 11 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below EXACTLY as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) <u>B. 9.</u> , of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: <u>Linuary</u> Sign here: <u>Linuary</u> U. <u>Balburn</u>
Sign here: Down of Brown, Sign here: Maran U. Brown
Owner's name: OSCAR F. BROWN, Owner's name: VIVIAN I BROWN
Date: 3-31-05 , Date: 3-31-05

582625 07/15/2005 1:30PM Page 12 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot128 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: Sign here:
Printed name: Kelly L. Brubaker Printed name:
Date: 2-15 as Date:

582625 07/15/2005 1:30PM Page 13 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the trib ballot constitutes one vote per lot.	ne assessor's office lis	sts ownership).		
We, the undersigned owners of lot	Sign here:			
Date:	Data	000 man	held APRIL	05
	•	4 0	- C.	

582625 07/15/2005 1:30PM Page 14 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot 32 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Printed name: Don A. Bush Enterprises Printed name: Date: 2 Date:

SBREEZ 07/15/2005 1:30PM Page 15 of 56 Patricia Crowson, Clark & Recorder, Teller County, CO

lease sign below $\underline{EXACTLY}$ as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
Ve, the undersigned owners of lot 104 of RANCH RESORTS OF COLORADO,
ubdivision number 2 hereby adopt the forgoing amendments.
ign hero: Jose W. Calves 175 ign hero: Kays Culvert
rinted name: Ross H. Calvert , Printed name: Kay Calvert
Date: 17 Per 05 Date: 17 Feb

582625 07/15/2005 1:30PM Page 16 of 56 Patricia Growson, Clark & Recorder, Teller County, CO

Plea This	se sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). ballot constitutes one vote per lot.
We, Sub	the undersigned owners of lot(s) 40 , 41 of RANCH RESORTS OF COLORADO, division number 2 hereby adopt the forgoing amendments.
Sign	here: 1 Ch Bary, Sign hero: Quyling a Cing
Prin	ed name: Robert J. Carey Printed name: Jacqueline A Carey
Date	$\frac{3/24/05^{-}}{0.5}$, Date: $\frac{3/27/01}{0.5}$

582625 07/15/2005 1:30PM Page 17 of 56 Patricia Crowson, Clark & Recorder, Taller County, CD

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 59, 2/A, A/A of RANCH RESORTS OF COLORADO Subdivision number 2 hereby, adopt the forgoing amendments. Sign here: Sign here: Sign here:
Printed name: KELLY CLATT Printed name: DENISE CLATT Date: 03 May 05 Date: 03 MAY 05

582525 07/15/2005 1:30PM Page 18 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

Please sign below EXACTLY as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 64 N/A N/4 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Auchie M. Clemmy Sign here: Daborah A. Clemmone
Printed name: ARSHIE M CLEMMONS Printed name: DEBORAH A CLEMMONS
Date:,

SEREERS 07/15/2005 1:30PM Page 19 of 56 Patricia Crowson, Clerk & Recorder, Teller County, Co

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot 122A of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amondments. Sign here: Sign here: Sign here:
Printed name: Joseph E. Correale , Printed name: Karen E. Correale
Date: 11 7 1 55 Date: 2-11-03

582625 07/15/2005 1:30PM Page 20 of 56 Patricia Crowson, Clark & Recorder, Taller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 130, 131, —, of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Kent J. Davis - TIEE, Sign here: Kinds J. Kares Israke.
Owner's name: THE DAVIS FAMILY, TRUST
Date: $\frac{4/6/0.5}{}$, Date: $\frac{4-4-0.5}{}$

SB2625 07/15/2005 1:30PM Page 21 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 1 2 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Child A Mattalle, Sign here: Child A Mellittic.
Printed name: Jay R. Deturk Printed name: Pamela E. Deturk
Date: 2-22-05

582625 07/15/2005 1:30PM Page 22 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 8D, N/A, N/A of RANCH RESORTS OF COLORADO, Subdivision number 2/hereby adopt the forgoing amendments.
Sign hero: Sarlay Neidling, Sign hero: Sandra Lynn Sewey
Printed name STANLEY NEIL DEWEY, Printed name: SANDRA LYNN DEWEY
Date: 2/13/05 Date: 2/13/05

582625 07/15/2005 1(30PM Page 23 of 56 Patricia Growson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) \(\frac{S}{2} \) \(\frac{N}{A} \) \(\frac{N}{A} \) OF RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here \(\frac{COVALACE}{COVALACE} \) \(\frac{N}{A} \) \(\frac{N}{A} \) OF Sign here: \(\frac{E}{A} \) \(\frac{1}{A} \) \(\frac{N}{A} \) \(
Printed name: RONALD E DUSCH Printed name: EDITH 5 DUSCH Date: 2 /2 4/05 Date: 2 - 2 4 - 0 5

SB2625 07/15/2005 1:30PM Page 24 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per fot.
We, the undersigned owners of lot100of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here:
Printed name: Sharon L. Dawaik Printed name:
Date: May 16, 2005, Date:

582625 07/15/2005 1:30PM Page 25 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

	Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
	We, the indersigned owners of lot 27 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Sign here: Mulain M. Colorbard
,	Printed name: Arthur A. Eberhardt Printed name: Miriam M. Eberhardt Date: 4/26/05

588625 07/15/2005 1:30PM Page 26 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is now the assessor's office has ownersmp). This ballot constitutes one vote per lot.	
We, the undersigned cowners of lot30 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the toggeting amendments.	
1 / 1 / 1 / 1 / 1 / 1 / 1	
Printed name: Douglas A. Ebert Printed name! Jill E. Ebert	
Date: 2-14-63 Date: 2-14-05	

582625 07/15/2005 1:30PM Page 27 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot _24of RANCH RESORTS OF COLORADO,
Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: Reter / Fulry Sign hore: Lawre C. Julong
Printed name: Robert J. Furlong Printed name: Laura C. Furlong
Date: 2/20/05 Date: 2/20/05
'

SB2625 07/15/2005 1130PM Page 28 of 55 Patricia Crowson, Clerk & Recorder, Teller County, Co

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot 34 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Ahena Sam, Sign here: Muchael Deam
Printed name; Athena M. Gam, Printed name: Michael D. Gam
Date: May 2, 2005 Date: May 2, 2005

582625 07/15/2005 1:30PM Page 29 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot _13 _ of RANCH RESORTS OF COLORADO, Subdivision number 2 bereby adopt the Regoing amendments. Sign here:
Printed name: Kenneth Gordon Printed name: Judy Gordon Date: 3/54/65 Date: 3/54/65

582525 07/15/2005 1:30PM Page 30 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot 16 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Sign here: Sign here:
Sign rate.
Printed name: Kennoth W. Gordon Printed name: Judy A. Gordon
Date: 3/24/05 Date: 3/29/05

562625 07/15/2005 1:30PM Page 31 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) B2 A/A 1/A of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing and ments. Sign here: Pauly 2 Sign here:
Printed name: <u>FA</u> GRAPPO, Printed name:
Date! 12. 1085 Date:

582625 07/15/2005 1:30PM Page 32 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

582625 07/15/2005 1:30PM Page 33 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below EXACTLY as printed. (This is how the assessor's office lists ownership).
This ballot constitutes one vote per lot.
We, the undersigned/owners of lot(s) of RANCH RESORTS OF
COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: Sign here:
Owner's name: MARK 1. HARA T, Owner's name:
p ^{refs} & man appre
Date: 5-27-05 Date:

582625 07/15/2005 1:30PM Page 34 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership) This ballot constitutes one vote per lot.	,
We, the undersigned owners of lot/s /0.5, N/A, N/A, of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Sign here: Linda Wee	
Printed name: LESLIE E HEINEMAN Printed name: LINDA A. H	EINE MANN
Date: 7-8 05 , Date: 7 8 0	5

582625 07/15/2005 1:30PM Page 35 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below EXACTLY as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot
Sign hore: Eurlyn M. Hollowell, Sign hore:
Printed name: Evelyn M. Hollowell , Printed name;
Date: 726 31, 2005, Date:

582625 07/15/2005 1:30PM Page 36 of 56 Patricia Crowson, Clark & Recorder, Teller County, CO

Please sign This ballo	n below <u>EXACTLY</u> as printed t constitutes one vote per lot.	. (This is how the	e assessor's offic	e nsts ownersmp).		
We, the ur	ndersigned owners of lot9	of RANCH	RESORTS OF	COLORADO,		
Subdivisio	on number 2 hereby adopt the	argoing amendme	ents.		1/	
(Das Plik Keinh	en	Similar Ph	ulena	SKunh	eler
Sign here	700000 1000	,	Sign nere:			
Printed na	me: Joel W. Kunkler		rinted name: Ch	arlena S. Kunkler		
				1 1		

582625 07/15/2005 1:30PM Page 37 of 56 Patricia Crowson, Clark & Recorder, Teller County, CD

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) /1/2 3. 65. N/A of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: **Sign
Printed name: PETER D. LITTLE Printed name: PETER D. LITTLE
Date: 2-16-85 Date:

582625 07/15/2005 1:30PM Page 38 of 58 Patricia Crowson, Clerk & Recorder, Teller County, CD

'lease sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 56, 144, 144 of RANCH RESORTS OF COLORADO, subdivision number 2 hereby adopt the forgoing amendments.
sign herotranous Suit Mariasel, Sign here:
Printed name: FRANCES SUIT MARISCA Frinted name:
Date: 17 February 2005, Date:

582625 07/15/2005 1130PM Page 39 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

582625 07/15/2005 1:30PM Page 40 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.	-
We, the undersigned owners of lot 104 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amondments.	
Sign here: 4-27-05 Sign here: 4-27-05	
Printed name; BRANDON L. MCKIM, Printed name; JULIE L. MCKIM	
Date: 1-27-05	

등용원은은은 07/15/2005 i.30PM Page 41 of 5년 Patricia Growson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.	
We, the undersigned owners of lot(s) 84, N/A, N/A of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Muchical Massacsign here: July Murm	
Printed name: MICHAEL L MOORE Printed name; CATI Y J MOCRE Date: 12.13.05	

582625 07/15/2005 1:30PM Page 42 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

We the undersio	ned owners of lot(s) 126 1	127 of RANCH RESORTS OF COLORADO.	
	per 2 hereby adopt the forgoing ame		
Sign here: Ro	Rorda-momeault	Sign here: Richard A moment	
Printed name;	Richard A Morneault	, Printed name: 171chARD A. MORNEAULT	
Date: 2/2	0/05	Date: 2/20/05	

582623 07/15/2005 1:20PM Page 43 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

Please sign below EXACTLY as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 31, 29, —, of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.
COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Kathleen M. Pernostki, Sign here: Hathleen M. ternostki
Owner's name: KATHLEEN M. PARNOS bwher's name: Kathleen In Fernethe-Unies
Date: 5-10-05, Date: 5-10-05

582625 07/15/2005 1:30PM Page 44 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s)111
Printed name: Sheryl A. Powell Revocable Trust Printed name:
Date: 3.6 11, 2005, Date:

SAREERS 07/15/2005 1:30PM Page 45 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

lease sign below $\underline{\text{EXACTLY}}$ as printed. (This is how the assessor's office lists ownership). his ballot constitutes one vote per lot.
ve, the undersigned owners of lot(s) 86 N/A of RANCH RESORTS OF COLORADO, ubdivision number 2 hereby adopts the forgoing amendments.
rinted name: ROCET R RESCH , Printed name: ALICE MARIE RESCH
Date:

582625 07/15/2005 1:30PM Page 46 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s)
Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: Sign here:
Printed name; 50 NN TAS ENTERPRISE Printed name;
11 ? 05
Date: M- S U > Date;

562625 07/15/2005 1:30PM Page 47 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CD

This ballot constit	EXACTLY as printed. (This is nates one vote per lot.	how the assessor's office lists ownership).
We, the undersign	ed owners of lot(s) 5	of RANCH RESORTS OF COLORADO,
Subdivision num	per 2 hereby haropt the forgoing a	approducents.
Sign here:	Moderal	Sign here:
Printed name:	Robert E. Substad	, Printed name
17	4 80 30 3	

582625 Patricia	07/15/2005 Crowson, Cl	1:30PM ark & Record	er, Teller	County,	CO

	ricia Crowson, C	Terk & Rec	order, Teller			
			- naga gar agar markan dan dan markan dan dan dan dan dan dan dan dan dan d	aprimerum perimengalang menjagang pengapang menjagang pagangan	staritionary of the contract o	
	clow <u>EXACTLY</u> as printe institutes one vote per lot.	d. (This is how i	he assessor's office list	s ownership).		
	resigned owners of lot $\frac{Q^2}{1}$			RADO,		
Sign here:	Danie GSz	ull:	Sign here:	a for your sales specified. See the deep and you displayed south our partitions are not	parsurues.	
Printed name	PANIEL JAMES	SYCALIK,	Printed name:		inche quaguet i	
Date:	1-25-05		Date:			

582625 07/15/2005 1:30PM Page 49 of 56 Patricia Crowson, Clerk & Recorder, Taller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot26of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.
Sign her Margaret M. Ly Sign here:
Printed name: Margaret M. Taylor Printed name:
Date: 02 - 23 - 05 Date:

562525 07/15/2005 1:30PM Page 50 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 50, A/A, A/A of RANCHRESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Audi Lingu Sign here: Judy Comp Printed name: DALE TIMPE, Printed name: 50D4 TIMPE
Date: 2-12-05 Date: 9-16-05

582625 07/15/2005 1:30PM Page 51 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot 14_ of RANCH RESORTS OF COLORADO, Subdivision number 2 ficrety arent the forgoing amendments.
Sign here: Sign here: Sign here: Printed name: Training Resource Consultants Printed name:
Date: 3/29/65 Date: 3/29/65

588685 07/15/2005 1130PM Page 52 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot(s) 75, 114, N/A of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Bott P Tame Stgn here: Rose M. Junes
Printed name: BERT P TURNER Printed name; ROSE M TURNER
Date: 2-20-205 Date: 2-20-05

582625 07/15/2005 1:30PM Page 53 of 56 Patriela Growson, Clerk & Recorder, Teller County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.	
We, the undersigned owners of lot _33 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the toggoing amendments. Sign here: **Lafarma H. U. 2. U. 3. Sign here:	
Printed name: Madonna K. Waters Printed name:	
Date: 2-15-05 Date:	and a second

588888 07/15/2005 1:30PM Page 54 of 56 Patricia Crowson, Clerk & Recorder, Teller County, CO

Please sign below EXACTLY as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot 12 of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments. Sign here: Sign here: Sign here: Now W. Zboyan Printed name: Jone/(Nexom
Date: 02-20-05 Date: 2/21/05

周826章音 07/15/2005 1:30PM Page 55 of 56 Patricia Crowson, Clerk & Recorder, Tellar County, CO

Please sign below <u>EXACTLY</u> as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.
We, the undersigned owners of lot <u>8</u> of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.
Sign here: Link J. Willy. Sign here:
Printed name: Stephen J. Zolock, Jr., Printed name:
Date: 586 16, 2005 Date:

SARSES 07/15/2005 1:30PM Page 56 of 58 Patricia Crowson, Clark & Recorder, Teller County, CD

Please sign below $\underbrace{RXACTLY}$ as printed. (This is how the assessor's office lists ownership). This ballot constitutes one vote per lot.

We, the undersigned owners of lot __118__of RANCH RESORTS OF COLORADO, Subdivision number 2 hereby adopt the forgoing amendments.

Sign have During Du Phil

Printed name: Lawrence M. Zober

ine: Lawrenco M. Zuber Printed nan

Date: 2/15/05

Sign here:___

Printed name: Rosetta O. Zuber

Date: 2/15/200

atrialities com **2058**

STATE OF COLORADO)

DECLARATION OF PROTECTIVE COVENANTS

COUNTY OF TRUES

. 1957 M. Horiga A. Arthair

PREAMBLE AND AREA APPLICATION

KHOW ALL MED BY THESE PRESENTS:

THAT, WINCREAS the Declarant, Ranches of America, is the OWNER of all the following described property structed in the County of Following State of Galarada,

TERROTOR WATER SOFTWARE TO A ST

RANCH RESORTS OF COLORADO SUBDIVISION NO. 8

ISCW INTERCES, in consideration of the acceptance hereof by the several purchases and grantees there were their as its helps, execution, administrators, personal representant easy some states of an acceptance of a decess as less in send tract of land, said RANCHES OF AMERICA hereby declares to and narray with soon and every sterior who shall be a wine shall become owner of any all said lot that that lots, in well-send to the profit modes of the County of Teller, Colorado shall be and are terretly became to the constant set forth in these presents and that the properly described in these extractions shall be held and enjoyed subject to and with the benefit and advantage of the following sessicition. Also intrins, conditions and agreements, by with

Ownership: No list, nor any part thereof, nor any other portion of the property stawes as the recarded plats of RANOH RESORTS subdivision No. 3, herefrifier called \$4.54 CH RESORTS shall be said, conveyed or leased to anyone other than a member if good standing of the RANOH RESORTS. ASSOCIATION. INC. Earther, to grantee of any deed shall rent, lease, give, convey or in any other manner transfer the property conveyed to time to any person not at the time of such transfer, lease, gift or conveyance, a member of the RANOH RESORTS. ASSOCIATION, INC. It is specifically understood and agreed that a similar condition will be made by the Subdivider in all other conveyances of similar property in RANOH RESORTS. The purpose of this and such other conclitions being to insure to all grantees and all other members of the RANOH RESORTS ASSOCIATION, INC. that their properties in said subdivision shall or all finds be occupied by a colony of congenial persons and, further, for the purpose of benefiting lands owned by the Subdivider and developed under the same general plan with the grantees of lors in the abover-described subdivision.

2. Architectural Committee:

a. Purpose: To assure, through intelligent architectural control of building design, placement and construction; that RANCH RESORTS shall become and trimain an exclusive, attractive residential constructly, and to uphold and anhance property values:

persons appointed by Subdivider, provided, however, that after the erection of five (5) complete, dwelling units within the subdivision the owners of said units may, at the interior decrine (2) members of said committee. Term of membership on the committee is said years, after which time re-elections are held. A majority of the committee and designate a representative to act for it. In the event of death or resignation of any member of the committee, the real elections are held. A majority of the committee and designate a representative to act for it. In the event of death or resignation of any member of the committee, will be represented unithous will have full outhority to designate a successor except that Subdivider will be represented unithous militer. In the represented unith the complete available have been erected. Nation the members of the committee for its designated representative shall be entitled to any compensation for services performed pursuant to this coverant.

e. Authority: No structure, including walls and fances, shall be elected, convented, placed, radded to or altered on any lot writil the construction plans and specifications to include materials to be used and exterior color and a plan showing the jacoblon of the structure have been exproved in writing by the Architectural Committee as to quality of workmands and materials, harmony of external design with existing structures; and as to tacalian with respect to other structures planned, to tapagraphy, and to finished grade elevation. Disapproval of plans and specifications may be based on any ground including purely cestheric grounds:

- d. Procedure: The committee's approval or disopproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve as disapprove within stary 160) days after plans and specifications have been submitted to it, or in any event, it no sulfitation the construction has been commerced prior to the completion theseof, approval will not be seggified and the related coverants herein requiring approval by the Architectural Committee shall be deemed to have been fully compiled with, provided that all other coverants herein have been properly observed.
- 3. Building type and User: All injects shall be known and described as western residential tracts and shall be used only for residential homes and country estate-tielsure-time homes except that one or more tracts may be associated the exection of a country club; community center or other similar establishment for the benefit of all powers of tracts in RANCH RESORTS.

 Only dwellings, not to be another wound either half 129 states in height and a pilyone yarage and/or carport shall be erected, citered, conversed, placed or permitted to remain on RANCH RESORTS. Appropriate another buildings with no minimum dimensions, in Excepting with the architecture of the existing house, shall be permitted provided that such are not used for any commercial purpose and subject to approval by the Architecture Committee.
- 4: Dwelling Sizes The ground floor area of the main structure, exclusive of open parches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, not less than 500 square feet for a dwelling, not less than 500 square feet for a dwelling.
- 5: Bullding Location: No building shall be created nearer than thirty (30) feet to any houndary along a strent, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises: In case of single awnership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open parches shall be considered as a part of the building.
- 6 Exceptions to Setback Restrictions: Terraces, walls, tences, low platforms or steps, swimming pools and similar low, chroofed and unscreened construction may be erected ourside the setback lines; provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or fasing properties as shall be determined by the Architectural Committee and shall be in compliance with prevailing zoning regualtions. No construction of this type may be erected without written approval of the Architectural Committee. No structure, wall, fence or hedge ever five (5) feet in height shall be constructed, erected, planted, set out, maintained or permitted upon by tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 5 doors.
- 7. Temporary Posidences: No structure of temporary character, traffer, basement, tent or accessivy building shall be used on any tract as a residence; temporarily or permanently, provided, however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, and for short periods for vacation camping and vacation use; such permit to be in writing and with a time limitation.
- 8. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of the particular structure, wall, tence, residence, ancillary building, of other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider have extend the time of construction for additional periods under answell directions are. Such time extensions shall be in writing.
- 9. Easements: Easements for install of the and maintenance of critities, drainego facilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plot. Such easements will be kept open and readily accessible for service and maintenance of utility and drainage facilities.

- 10. Contractions to Vision at increations: No fence, will, hedge, great of shrup planting which abstracts sight later of planting which abstracts sight later of planting by the planting which abstracts sight later of planting by the street planting formed by the street planting later of a flant connecting them at points twenty-five (25) feel from the impressed for at the street lines, in, it the case after rounded property corner from the Interaction of the street property. The extended. The same sights line that later and the apply on any for within an (13) leer from the intersection of a street property line with the edge of a driveway en access road on any tract.
- 11. <u>Museuses.</u> Nothing shalf be done or permitted on any man, which may be or become an annoyunce of the service to the neighborhood. No notious or offensive activities on commercial business of freets shalf be carried an approval y train, except that have accupations of professional persons, such as less serve stations, deathly a sequine as half the permitted upon approval by buildwide.
- 12. Refuse and Rubbissi, Robbiss, garbage or other waste shall be kept and disposed of in a sasition moment. Containings or other equipment for the storage or disposal of padage, but professes of served exercitives shall be kept in a clean, souther condition. All parbages as soon containings, all tanks and bottle gas tanks must be underground on placed in walked-in areas so that they shall not be visible from adjoining properties or from public streets. No trash, little, junk expit be permitted to remain exposed upon the premites and a sible from public rands or actioning as recordly premises.
- 18. Clarkes Drying Area: Outdoor clother storing will be parelled only in the rear yord and stuffie case of corner lots must be not closer than tarry (40) feet from the slide street life.
- 14. Clearing of Trees. There shall be no ramoval of trees from any lot except that which must be removed in connection with construction on the property. (and supplied or that which is consistent with good conservation practices.)
- 15. Signs: All slans displayed upon any of the premises or tracts must be flist approved by Subdivider or by the Architectural Compiltres. This coverant desiral preclude the display of builders or really type signs, or small professional signs, not be exceed one (1) square foot in architectural. Subdivider reserves right, however, to require modification or removal of such signs, it deemed not in keeping with the area and subdivision decay.
- 16. Yehible Parking: No commercial type validles, tracks, trailers or vehicular equipment shall be hobitually parked, which may be visible either from the public street or alley. For the purposes of this coverent, a 3/4 ton or, and ter vehicle, commonly known as a pickeup track and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or track. The term, "Commercial Vehicles" shall include all automobiles, tracks and vehicular equipment as well as station wagons, which shall be a signs or have printed on the side of some reference to any commercial undertaing or enterprise. All doors of garages visible from the public streets normally stall be closed except as are required to be opened for the purposes of ingress and egress. The hobitual violation of the parking regulations set forth in this paragraph shall be deemed a violation of the use and observe restrictions of this Declaration.
- 17. Water and Sewage: All water wells and sewage also sail systems placed upon any tract shall comply with the requirements of the State of Coldrado Health Department and the Health Department of Jeller County, Colorado. No septic tart or field system shall be nearer than fifty (50) feet to any lot line except with the consent of the appropriate health officials of the County-chall State, and no sewage, waste water, trash, garbage or debits shall be empired, discharged, or permitted to drain this any body of water in or adjacent to the subdivision. No outside includes or privious shall be permitted on any tract. All callet Socialities ever to a part of the residence or garage and shall be of a modern flust type and convected with a proper restit tank system.

Y.

18. Animals: No animals or livestack of any kind shall be housed, raised or kepi on any tract or property, except that commonly accepted domestic pers may be kept provided they are not kept or maintained for any commercial purposes.

19. Sobdivider's Option to Perkhate If Solds, in the event and argifes of asy tract in RAISCH RESORTS desires to sell the same sogether of it is supposed in properly shall be first affected to sale in the Subdivider at the same price of which to exercise is about to be sold and the said Subdivider shall have thirty 130's byy within which to exercise its option to purchase said properly. Should the Subdivider fail or refuse, within which to exercise the option to purchase said properly. Should the Subdivider fail or refuse, within the said thirt; (30) days after receipt of written notice, to exercise its option to purchase such properly at the price and on the terms of which it is about to be said; brief the owner of said properly shall have the right to sell said properly subject to the perfections and agreement, here in contain

20. Function of the PANCH RESCRIE ASSOCIATION, INC.: it is the intent of the Subdivider that eventually the Board of Directors of the RAIACTERESOR'S ASSOCIATION. INC.: assume said Subdivider's responsibility to regard to assume said Subdivider's responsibility to regard to assume that Subdivider's responsibility to seem a general government at Subdivider's responsibilities at Subdivider's responsibilities by the RAIACH RESORTS ASSOCIATION, INC. According the Here responsibilities by the RAIACH RESORTS ASSOCIATION, INC. assumption of these propositions assume specified by its By-Laws.

21. Right of Subdivides; Subdivider, It's successors or disigns, expressly reserved the right:

by from time to time to anepal or ravoke any restrictive coveriants them in existence, but no such amendment or revocation shall apply to tracts that are said prior thereto without the written coment of a majority of the then owners of any such tracts.

b. To enter into ogreements with the graphee of any lot or lots (without the consent of the graphee of other lots of additional and account property) to deviate from those conditions, restrictions, (imitations and ogreements begin set torth, and any such deviation which shall be manifested by ogreement in writing shall not constitute a waiver of any such condition, restriction, (imitation, or ogreement as to the remaining lots in said subdivision and the same shall remain fully enforced be on all other logs located in the said subdivision by the original Subdivision, it successors or assigns, and the grantees of other lots except as against the for where such deviation is permitted.

c. to sell large portions of RANCH RESORTS area land, to which will be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such partions from industrial use and to provide adequate protection to adjacent through when to assure the lasting value and attractiveness of their property. In keeping with the partitional intent of these covenants.

22. Lerm of Coverants: These coverants and restrictions are to run with the land and shall remain is full, force and effect for twenty (20) years from the date these coverant are recorded, after which time said coverants shall be automatically extended for successive periods of ten (10) years sintess on instrument signed by a majority of the then owners of the tracts has been recorded, changing such coverants in whole or part.

23. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating at attempting to violate any coverant either to restrain violation or to recover damages. Subdivider further reserves the right, we reverse where will have been an abviour violation of one or more of the provisions of these coverants, to enter upon the property where such violation exists and summarily about or remove the same of the expense of the owner and such entry and abatement or ismoval shall not be deemed a fresposs. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to the soft thereafter as to the same breach or as to a breach accurring prior to as subsequent therefore and shall not bar or affect insenforcement. The invalidation by any court of any restriction between contained shall not any any way affect any of the other restrictions but they shall remains in full force and effect.

2150036

DRAVERIA (CARD 207

24. Subdivider May Assign). RAPPLIES OF AMERICA may assign any and all of Irstight: powers, an ligations and privileges under this instrument to KANCH RESORTS.
ASSOCIATION, INC. or to any other corporation, association or person.

IN WITNESS WHEREOF) we have hereunto set our hand and seat this.

10 day of November, As. D., 1971.

RANCHES OF AMERICA? A Limited Partnership

Davis I., Folkman, sr. General Pariner

STATE OF COLORADIO

COUNTY OF TELLER

Cheffits The doyon he us had 1971, before ear, 1812 (estable) have seen a large earlier of the control of the control of the personal partner of the personal partner of the personal personal personal file and the within instrument, and acknowledged to me that such personality executed the within instrument, and acknowledged to me that such personality executed the same.

In complete same 18, 20, 3873

Notary Public

. a. Million

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