

**DECLARATION OF PROTECTIVE COVENANTS FOR
ASPEN ROSE RANCH PROPERTY OWNERS ASSOCIATION, INC.
Incorporated under the Laws of the State of Colorado
March 1, 2008**

The undersigned, being the owner of real property in Las Animas County described in the Declaration of Protective Covenants for Aspen Rose Ranch, Inc., recorded in Book 924 at Pages 385, 386, and 387 of the records of Las Animas County, Colorado on December 12, 1995, and amended in Book 935 at Page 191, on October 10, 1996, and amended in Book 1058 at Page 1564, on June 13, 2006, desire to amend said Protective Covenants in their entirety. The undersigned republish and redeclare the Declaration of Protective Covenants in their present form as set forth below.

Aspen Rose Ranch Inc., the owner of real property situated in the County of Las Animas and State of Colorado, known as Aspen Rose Ranch and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in Aspen Rose Ranch, does hereby declare that the land shall be held, leased, sold and conveyed, subject to the covenants, easements, restrictions and provisions hereinafter set forth, and that each covenant, easement, restriction and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The property comprising the above mentioned land is made specifically subject to the following described covenants.

I. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper and unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

II. PROPERTY OWNERS ASSOCIATION: The Aspen Rose Ranch Property Owners Association will be operated as per the bylaws of the Association.

a. Members: Every property owner will automatically be a member of the Property Owners Association. All members are encouraged to attend and participate at all meetings, including General Membership, quarterly Board of Directors meetings, and any committee meetings of the Property Owners Association.

b. Purpose: The purpose of the Association is to use its authority, as given in the Bylaws: To enforce these protective covenants.

To assess property owners yearly assessments. Should any property owner fail to pay assessments when due, the Property Owners Association may use all remedies available by law and statute against the owner for collection purposes.

To provide upkeep and improvements to all non-county roads in Aspen Rose Ranch.

To represent all property owners in matters of mutual interest.

To administer and lease grazing rights.

c. Voting Rights: Each parcel will be represented with one vote for POA business purposes. The right of each parcel to vote is limited by having all billed assessments current. See Sections XVIII, XIX, and XX for cross-reference to this definition.

III. DWELLINGS: No primary dwelling shall be built on Aspen Rose Ranch that is less than 1,200 square feet of living space. Any dwelling must be on permanent footing and foundation. No commercial activity shall be permitted unless approved by the Property Owners Association Board. Modular homes will be allowed on Aspen Rose Ranch with the following specifications: The dwelling must be a minimum of 1,200 square feet of living space; The dwelling must be installed on an engineered permanent foundation; The dwelling must have a brick, wood or cosmetically equivalent exterior siding on all exterior walls which provides consistent, continuous façade from the bottom of the soffit (top of wall section), downward to the top of the exposed perimeter wall, foundation, or to grade, whichever is applicable; The dwelling must have a pitched roof; The dwelling's plans and construction must conform to the State of Colorado in accordance with the Uniform Building Code and related codes.

IV. SETBACKS: No structure may be erected within fifty feet of the right-of-way line of any road within Aspen Rose Ranch nor within twenty-five feet of any side or rear line of any parcel unless approved by the Property Owners Association Board.

V. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition so as not to endanger wildlife.

VI. UTILITY AND RECREATIONAL EASEMENTS: A fifteen (15) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a thirty (30) foot utility easement is hereby set aside on the interior side of all exterior lot lines. An owner of contiguous lots may fence across interior connecting lot lines. Common roadways or other easements are never permitted to be blocked. At anytime the ownership of contiguous lots reverts to being owned by different owners, all easement requirements are once again in effect for the all lot lines of those lots. Any fencing or encumbrance to the interior lot line easement must be removed at the time of ownership change for clear access and enjoyment of all Aspen Rose Ranch owners. Utility easements may be used for recreational purposes including, but not limited to, hiking and biking. Motorized recreational vehicles and horseback riding are excluded from use on the easements. Utility easements must be maintained in as natural a state as possible; therefore no tree cutting or fencing will be permitted on the utility easements without prior approval from the Property Owners Association Board.

VII. NUISANCES: No owner shall cause or allow the origination of excessive odors or sounds from the owner's parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on the owner's parcel. In case of a dispute, at the request of an owner, the Property Owners Association Board shall make the final determination of what constitutes a nuisance.

VIII. ANIMALS: Animals will be allowed on Aspen Rose Ranch for the personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association. Commercial feed lots and swine shall be prohibited from Aspen Rose Ranch.

IX. MOTOR VEHICLES: No motorized vehicle which is non-operational and non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.

X. TEMPORARY RESIDENCES: No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent, or accessory building shall be used on any parcel as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year.

XI. MOBILE HOMES: Mobile homes shall not be permitted on any parcel within Aspen Rose Ranch.

XII. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five acres is prohibited.

XIII. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or per-sons violating or attempting to violate any covenant.

XIV. TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument approved by not less than two-thirds vote of the voting membership has been recorded, changing said covenants in whole or in part. See Section II. c. Voting Rights.

XV. SEVERABILITY: Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XVI. COUNTY REGULATIONS: To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XVII. COUNTERPARTS: This instrument may be executed in a number of counterparts, any one of which may be considered an original.

XVIII. ANNUAL ASSESSMENT: All parcels within Aspen Rose Ranch shall be subject to payment of Property Owners Association annual assessment in an amount to be determined by the Association. Assessments may be increased only by majority vote of members of the Association. In no event shall assessments exceed \$295.00 per year except that this amount may be increased by the greater of no more than 12% per annum or the percentage increase, if any, in the Consumer Price Index, all Urban Consumers, for Denver, Colorado, between January 1 of the year in question and of the preceding year. Any increase in Association assessments will also require written assurance that any such increase will not cause additional regulatory or other requirements to be imposed upon the Association, Declarant or any property owner.

Annual assessments will commence upon conveyance at the date of closing. Whenever the obligation to pay assessments arises after the start of the calendar year, the first year's assessments will be prorated to the commencement date for the parcel involved.

Annual Assessments shall be payable in advance in January of each year. Each property owner shall be responsible for payment of all assessments and any costs (including attorney fees) necessary to enforce any violation of these covenants affecting his or her parcel.

XIX. SPECIAL ASSESSMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment. A Special Assessment will be only to that year for the purpose of defraying, in whole or in part, one time, unexpected or extraordinary costs associated with maintaining or improving property values as well as upholding the provisions of the Covenants. The required approval for a Special Assessment is two-thirds vote of the voting membership. See Section II. c. Voting Rights.

XX. EFFECT OF NON-PAYMENT OF ASSESSMENTS: Failure to pay assessments shall be deemed a violation of these covenants. Additionally, any costs (including attorney fees) necessary to enforce any violation of these Covenants affecting the owner's parcel will be the responsibility of the Property Owner.

On July 1 of each year, all unpaid annual assessments shall accrue a penalty of 10%. Any special assessment unpaid after the due date shall bear interest from the due date at the rate of 10% per annum. The board at its discretion may use all remedies available by law and statute against the property for the amount in arrears. A written late notice shall be mailed to the last known address of the property owner. This notice shall be in effect when placed in 1st class U.S. mail.

If an owner is not current on any billed assessments, that owner will maintain a no-vote status on all issues until the assessments are made current. The number of votes required for a quorum and all events requiring a membership vote will be adjusted accordingly.

No owner shall waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his or her lot.