

**DECLARATION OF PROTECTIVE COVENANTS
OF WIDOW WOMAN CANYON**

This Declaration of Covenants is made as of the 22ND day of May 1995, by Patten Corporation West, its successors and assigns (hereinafter called the "Declarant").

Declarant is the owner of certain real property situated in Las Animas County, Colorado, particularly described in Exhibit A hereto and named and identified as Widow Woman Canyon.

Declarant does hereby declare that the above-described Widow Woman Canyon shall be subject to the following easements, covenants, conditions and protective restrictions that will bind the grantees, heirs, successors and assigns of the owners and future owners.

Section 1. DEFINITIONS

1.1. "Lot" shall mean those individual lots resulting from any division or divisions of the Widow Woman Canyon filed or to be filed in the Office of the County Clerk and Recorder.

1.2. "Lot Owner." The owner of record, including successors and assigns, of any Lot.

1.3. "Landowners' Association." Landowners' Association shall mean and refer to the Widow Woman Canyon Landowners' Association, Inc., a Colorado non-profit corporation which is being formed for the purpose of and enforcing and carrying out the purposes of these covenants, conditions and protective restrictions.

1.4. "Widow Woman Canyon" or the "Ranch" shall mean that certain real property described in Exhibit A.

Section 2. COMMON EASEMENTS

2.1. Access Roads. Declarant is reserving and granting and conveying a 60-foot wide easement for general ingress and egress to each Lot for general ingress and egress and a general easement for public utilities across the real property to each Lot. Public utilities will follow Access Roads where practical. The easement shall be 30 feet on each side of the centerline of the road system to be constructed by Declarant on the real property. Declarant will from time to time record plats of the Ranch which will show the approximate location of the Access Roads, as they are built.

2.2. Obstructions on Access Roads. No gates or obstructions will be placed upon or block any Access Road unless that Access Road terminates on the Lot Owner's property. However, a Lot Owner may place, at its expense, a cattle guard on the Access Road if the cattle guard is constructed to county road specifications. Approval of cattle guard construction must be obtained from the Board of Managers of the Widow Woman Canyon Landowners Association. Such approval will not be unreasonably withheld.

2.3. Maintenance of Common Easements. All Access Roads and other common areas, if any, shall be maintained by the Landowners' Association.

Section 3. GENERAL PROVISIONS

3.1. Fencing in Livestock. Each Lot Owner who maintains animals or livestock is responsible for maintaining fence lines so that livestock is restricted to the boundaries of the Lot. No Lot Owner will be permitted to keep hogs, pigs or maintain a feed lot on any Lot.

3.2. Water and Sewer. Each Lot Owner assumes the responsibility of supplying and developing water and sewage facilities for his or her own Lot. Wells, water systems and septic systems must be drilled, installed and maintained at all times in accordance with the applicable rules and regulations of public agencies having jurisdiction. Lot Owners may lease water to others or sell or assign water rights appurtenant to their Lot and such shall not be considered a commercial activity prohibited by this Declaration or the Articles or Bylaws of the Landowner's Association.

3.3. Signs. No signs or advertisements shall be placed on any Lot except for a sign designating the Lot Owner or occupant's name, Lot number or address. This restriction shall not preclude the Declarant from placing "for sale" signs near roadways for the sole purpose of selling remaining Lots.

3.4. Refuse and Junk Prohibited. No Lot Owner will dump refuse or garbage on any Lot nor will a Lot Owner build, maintain, operate or construct, or in any way cause to be placed within 100 feet of the boundary line of such Lot Owner's Lot, any structure or condition that will cause the accumulation or existence of animal waste, junk or a condition causing an obnoxious odor or unsightly appearances.

3.5. Restrictions Against Subdivision. No Lot may be further subdivided except by Declarant or except to the extent that each lot or parcel of land resulting from such subdivision shall consist of 35 or more acres.

3.6. Number of Dwellings Per Lot. No more than one residence and accompanying outbuildings may be allowed per Lot. "Accompanying outbuildings" shall include a guest house, NOT to be used as a regular residence. No outbuildings may be built within 30 feet of any Lot boundary, except that the Board of Managers of the Landowner's Association or an architectural committee appointed by the Board of Managers (the "Architectural Committee") may make exception to this restriction if it presents an undue burden, but in no case may any residence or guest house be built within 100 feet of any Lot boundary.

3.7. Temporary Residences. Camping trailers or other recreational or temporary living quarters may be used as temporary residences for recreational purposes or while a permanent residence is being constructed, provided they do not remain on any Lot for a period exceeding 90 days per calendar year, and provided they have fully self-contained sanitary facilities or sanitary facilities connected to a Board of Health approved septic system. Any living quarters allowed pursuant to this paragraph must be removed from the premises at the end of the 90-day period. This restriction is not applicable to "double-wide" pre-fabricated dwellings or "modular" pre-fabricated dwellings, which are allowed provided they are permanently affixed to a foundation and have a peaked roof. The requirement that pre-fabricated dwellings be "double wide" or "modular" may be waived by the Board of Managers or Architectural Committee. Legally registered recreational vehicles may be stored upon a Lot if a permanent dwelling exists on said Lot and such vehicle is not occupied as a temporary or permanent residence.

3.8. Completion of Construction. Acceptable industry standard, finished grade exterior construction of any building on a Lot must be completed within 12 months from the date of construction and must be in accordance with applicable rules and regulations of public agencies having jurisdiction.

3.9. Timber. Timber growing on a Lot may be used by a Lot Owner for his or her personal firewood, fence or for construction of buildings located on the Lot. No Lot Owner shall sell timber for any commercial purpose or for sale or use off the Lot without first obtaining the written permission of the Landowners' Association.

3.10. Maintenance of Lot. Notwithstanding any other provision of this Declaration, each Lot Owner shall, to the best of his or her ability, maintain his or her Lot in good repair and appearance at all times.

3.11. Dwelling Size. No dwelling shall be built upon any Lot or portion thereof which consists of less than 600 square feet of enclosed living space.

3.12. Utility Reservation. Declarant reserves for itself, its successors and assigns, including any local utility companies, a permanent, irrevocable and nonexclusive easement for the extension of electric facilities, and the transmission, collection and distribution of natural gas and other utilities, including the construction of underground pipelines, to or from the Widow Woman Canyon, such easement shall be 30' wide extending over, under, along and parallel to the outer edges of all Access Roads and roadways bordering the Ranch. This easement shall include the right for the overhang and crossing of said Access Roads with electric wires, the right for the overhang of electric wires on the easement and the right for service wires crossing upon and over all Lots to provide electric service to any adjoining Lots, together with guy wires, anchors, push braces and/or utility company for the construction and maintenance of said utilities or extensions thereof.

3.13. Commercial Use. No commercial or business enterprises shall be permitted upon any Lot that are inconsistent with the rural, recreational use and intent of properties as set forth in these covenants. Allowed uses include the leasing of hunting and grazing rights and in-house occupations which do not create undue traffic, road deterioration or other hardships to property owners.

Section 4. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

4.1. Declaration Attaches to the Land. These protective covenants shall run with the land and shall be binding upon the present Lot Owners and all subsequent Lot Owners of any Lot within Widow Woman Canyon. These protective covenants may be amended by the Declarant in its sole discretion to include additional property as it is developed. These protective covenants may also be amended by an instrument executed by the persons owning in the aggregate 80 percent of the acreage subject to this original declaration. Such amendment shall be effective when duly recorded in Las Animas County, Colorado. No amendment of these protective covenants may change or increase the obligations of Declarant without its express written consent. No amendment of these protective covenants may diminish a Lot Owner's right of ingress and egress as set forth herein. These covenants are subject to and may be superceded, in whole or in part, by the laws and regulations of City, County, State, Federal or other governmental entity having or acquiring jurisdiction over the Ranch.

4.2. Landowners' Association. The Landowners' Association shall be formed to carry out the purposes of these protective covenants and to maintain all Access Roads and common areas, if any.

4.3. Powers and Enforcement. In furtherance of its purposes, but not otherwise, the Landowners' Association shall have the following powers:

4.3.1. All the powers conferred upon nonprofit corporations by the common law and the statutes of the State of Colorado in effect from time to time.

4.3.2. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Landowners' Association under these protective covenants, including, without limitation, the following powers:

4.3.2.1. To make and collect assessments against Lot Owners for the purpose of defraying the costs, expenses and any losses of the Landowners' Association, or of exercising its powers or of performing its functions, including the right to enforce such assessments through the use of liens on delinquent Lot Owner's Lots. Assessments shall not exceed \$300.00 per year for each Lot.

4.3.2.2. To manage, control, maintain, repair, improve and enlarge Access Roads and common areas, as defined in these protective covenants.

4.3.2.3. To enforce covenants, restrictions or conditions affecting any Lot and to make and enforce rules and regulations for use of the Access Roads and common areas.

4.3.2.4. To engage in activities which will actively foster, promote and advance the common interests of the Lot Owners within the Ranch.

4.3.2.5. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any rights of interest therein, for any purpose of the Landowners' Association.

4.3.2.6. To borrow money for any purpose of the Landowners' Association, limited in amount or in other respects as may be provided in the bylaws of Landowners' Association.

4.3.2.7. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Landowners' Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

4.3.2.8. To adopt, alter and amend or repeal its bylaws as may be necessary or desirable for the proper management of the affairs of the Landowners' Association; provided, however, that such bylaws may not be inconsistent with or contrary to any provisions of these protective covenants.

4.3.3. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now and

hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Section 4.3 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Section 4.3.

4.3.4. The provisions of this Declaration, or any lawful amendment, may be enforced by the Landowners' Association or any Lot Owners, by either an action from damages arising out of a violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation or restrain a continuing violation or any other matter permitted by law or equity. In any action of any kind for the enforcement of these protective covenants, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to receive necessary court costs for the action, including reasonable attorneys' fees.

4.4. Severability. Should any provision of this Declaration be void or become invalid or unenforceable in law or equity by judgment or court order, the remaining provisions hereof shall be and remain in full force and effect.

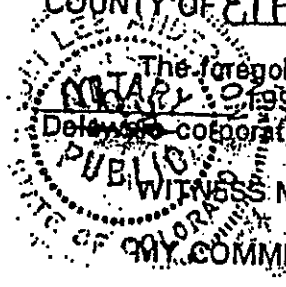
4.5. Perpetuities Rule. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, the terms shall be reduced to a maximum period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Colorado.

4.6. Mortgage Protection. A breach of any of the covenants, conditions and restrictions contained herein shall not render invalid the lien, charge or encumbrance of any mortgage lien or security interest made in good faith and for value which may then exist upon any Lot.

PATTEN CORPORATION WEST

By: *Tom Goss*
Tom Goss, Vice President

STATE OF Colorado)
) ss:
COUNTY OF El Paso)



The foregoing instrument was acknowledged before me the 22nd day of June, 1995 by Tom Goss, as Vice President of Patten Corporation West, a Delaware corporation on behalf of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES 12-26-96

J. Lee Anderson
Notary Public

**LEGAL DESCRIPTION
WIDOW WOMAN CANYON
(Long Canyon Phase II)**

Lots 201-248, inclusive, as shown on the plats for Long Canyon Phase II, which plats were recorded June 2, 1995 at Reception No. 612165, Book 916, Pages 777 & 778 in the records of the Clerk and Recorder in and for the County of Las Animas, State of Colorado

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Bernard J. Gonzales - Las Animas County Recorder