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FOURTH AMENDED DECLARATION OF PROTECTIVE COVENANTS OF RIVER RANCH LONG CANYON

This revised Declaration of Covenants is made as of the July 16, 2004 by River Ranch Long Canyon, LLC., a Colorado limited liability corporation, hereinafter called the "Association."

The Association is comprised of owners of real property situated in Las Animas County Colorado, identified as River Ranch Long Canyon. The third amended Declaration of Protective Covenants was filed on May 7, 2002, and is recorded in book 1015, pages 1299 through 1304 and superceded all prior covenants. The third amended set is superceded by this Fourth Amended Covenants. This Fourth Amended Declaration of Protective Covenants completely amends and replaces all prior Covenants.

Section 1. DEFINITIONS

1.1 **"Lot"** shall mean each of the thirty-five (35) individual lots collectively known as River Ranch Long Canyon. Excluding lot 27, 28, and 29 that were broken out for The State Park, and that portion of Lot 19, dedicated to Stone Wall Fire Department.

1.2 **"Lot Owner"** shall mean the owner of record, including successors and assigns, of any Lot.

1.3 **"Landowners' Association"** (LOA) shall mean and refer to the River Ranch Landowners' Association, LLC., a Colorado non-profit corporation which is being formed for the purpose of enforcing and carrying out the purposes of these covenants, conditions and protective restrictions. The LOA is governed by a board of directors, hereafter referred to as the "Board."

1.4 **"Ranch"** shall mean that certain real property described in book 930, page 197, record #618410, recorded on 5/28/96 and revised by the Revision of Second Amended Declaration of Protective Covenants of River Ranch Long Canyon (B: 943, P: 245, #624377, 5/07/97).

1.5 **"Assessments"** shall mean monies due from each lot to the association on either an annual or special basis. Assessments are shared equally based upon the number of lots within the association. Each lot owner, by acceptance of his or her deed, agrees to pay a proportional share of all association assessments.

Section 2. GENERAL PROVISIONS

2.1 **Declaration Attaches to the Land** -- These protective covenants shall run with the land and shall be binding upon all Lot Owners of any Lot within River Ranch Long Canyon. The acceptance of any deed or conveyance shall constitute agreement to these protective covenants. Each and all of said conditions, covenants and reservations is and are for the benefit of each landowner (or any interest therein), in said Property and they and each thereof shall inure to and pass with each and every parcel of said Property and shall apply to and bind the respective successors in the interest of Association members

2.2 **Amendment of Covenants** -- These protective covenants may be amended only by agreement of 80% *of the* lot owners entitled to vote at the time the vote is taken. No amendment of these protective covenants shall diminish a Lot Owner's right of ingress and

egress as set forth herein, nor any property rights statutorily granted by the state of Colorado.

2.3 **Lot Purchaser's Obligation** -- Purchasers of Lots are cautioned and instructed to consult with the Association to determine if there are any outstanding unpaid assessments relating to the lot they are purchasing since they, together with the former owner are responsible for them, and a lien may be attached to the property. In addition, the purchaser should inquire of the Board regarding any known violation of covenants, prior to closing the sale of any Lot. Purchasers may also want to consult with the seller or others regarding the availability and quality of water, mineral rights, etc.

2.4 **Voting Rights** -- Ownership of each Lot shall give rise to one Association vote, provided that lot is in good standing (e.g. all current dues and assessments have been paid in full, no obvious violation of covenants, etc.) at the time of the vote.

2.5 **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 maintain a feed lot on any Lot.

2.6 **Water and Sewer** -- Each Lot Owner assumes the responsibility of supplying and developing water and sewage facilities for their own use. 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.

2.7 **Signs** -- Board approval is required for any signs other than a sign designating the Lot Owner or occupant's name, Lot number or address. This shall not preclude Lot Owners or their agents from placing advertising signs near roadways for the sole purpose of selling Lots.

2.8 **Refuse and Junk Prohibited** -- No Lot Owner will dump refuse or garbage on any Lot. No Lot Owner will maintain, operate or construct, any condition that will cause the accumulation or existence of animal waste ***beyond that which would be normal for the existence of domestic or farm animals on the lot,*** junk or a condition causing excessive noise, obnoxious odor or an eyesore.

2.9 **Restrictions Against Subdivision** -- No Lot may be further subdivided.

2.10 **Timber** -- Timber 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 without first obtaining the Board's written permission.

2.11 **Commercial Use** -- No commercial or business enterprises shall be permitted upon any Lot that are inconsistent with the uses intended in these covenants. Allowed uses include the leasing and grazing rights, occupations and activities which do not create undue traffic, road deterioration or other hardships to property owners.

Section 3. RESIDENCES

3.1 **Recreational Residences** -- Camp trailers, 5th wheels, motor homes and other similar quarters, excluding mobile homes, may be used for recreational purposes or as temporary residences while a permanent residence is being constructed.

Recreational residences may be used for a total of 120 days per calendar year. Recreational residences may remain on the property indefinitely provided they are not within 100 feet of any county or association road, and at least 100 feet from other River Ranch Longs Canyon lot lines. All recreational residences must contain, and use, fully self-contained sanitary facilities or other sanitary facilities as approved by the Las Animas County Health Department

3.2Temporary Residences - Temporary residences are subject to the same conditions as recreational residences and/or guest houses, except they may be occupied for a period not to exceed 18 months while a permanent residence is being constructed. This period may be extended, one-time, by the RRLOA Board for up to an additional 18 months.

3.3Guest Houses – Each lot is entitled to one guest house, the living space for which must be a minimum of 680 square feet. Guest houses must meet the criteria of Conventional Residences, Manufactured and/or Kit homes, or Modular Homes, as set forth in the Permanent Residence section of these Covenants. Guest houses may be used indefinitely by the lot owner or others beyond the time limits of temporary residences provided a permanent Residence also exists on that lot.

3.4 **Permanent Residences** -- Permanent residences include all residences not defined as "recreational residences," "temporary residences," or "guest houses." Each lot is entitled to one permanent residence, the living space for which must be a minimum of 1,200 square feet. Permanent residences must be built in accordance with all county and state building, zoning, plumbing, health and electrical codes applicable to residences physically constructed on site. Permanent residences must be at least 100 feet from other River Ranch Longs Canyon lot lines, and not within 100 feet of any county or association road.

3.4.1 **Conventional Residences** -- are built wholly on sight. Conventional residences customarily use wood, steel or fiberglass framing. Conventional residences also include log, cedar, straw bale, cement and stone homes, but are not limited to those materials. Conventional residences are permitted, provided they are built in accordance with the Uniform Building Code (UBC) and all county and state building, zoning, plumbing, health and electrical codes.

3.4.2 **Manufactured and/or "kit homes"** -- are residences manufactured, all or in part, in one location, transported and assembled on site. Pre-manufactured log homes are an example of a manufactured or kit home. Manufactured homes are permitted provided they are built in accordance with the Uniform Building Code (UBC) and all county and state building, plumbing, health and electrical codes applicable to residences physically constructed on site.

3.4.3 **Modular homes** -- are residences which are manufactured in one location and brought to the home site in pre-assembled units. Modular homes are generally placed on a permanent foundation. Modular homes are prohibited unless: a) they are built in accordance with the Uniform Building Code (UBC) and all other building, zoning, electrical, plumbing and health codes applicable to conventional structures; and b) 80% of the landowners approve the design and location of the modular home.

3.5 **Outbuildings** -- An outbuilding is any temporary or permanent structure not defined as a residence. A barn used exclusively for animals is an example of an outbuilding. Outbuildings are permitted provided that they meet all local codes and ordinances. Outbuildings cannot be located closer than 100 feet from an adjacent River Ranch Longs Canyon lot, and are not within 100 feet from any county or association road. Outbuildings must be built in accordance with all county and state building, zoning, plumbing, health and electrical codes applicable.

3.6 **Other Structures** -- All other structures not previously defined in this section and not used as a residence or outbuilding shall be subject to the same conditions as outbuildings. Examples of "other structures" include, but are not limited to, stock pens, pig sties, corals, dog runs, chicken coups, outhouses, etc. This section is not meant to prohibit the fencing of areas for grazing purposes.

3.7 **Mobile homes** – are commonly referred to as "house trailers," "single-wides", "double-wides," "triple-wides," etc. Mobile homes are absolutely prohibited for use as Recreational, Temporary, Guest, or Permanent Residences.

Section 4. EASEMENTS

4.1 **Road Easements** -- The Association reserves a 60-foot wide easement for general ingress and egress to each Lot. This easement shall be 30 feet on each side of the centerline of county and Association roads.

4.1.1 **Obstructions on 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 their expense, a cattle guard on the access road if the cattle guard is constructed to county road specifications.

4.1.2 **Maintenance of Roads** -- All Association roads shall be maintained by the Landowners' Association.

4.2 **Utility Easements** -- The Association reserves a general easement for public utilities along the borders of each lot. This easement shall be 30 feet wide, extending 15 feet on either side of the boundary. The utility easement shall be used for the installation and maintenance of utilities.

Section 5. POWERS OF THE ASSOCIATION

Powers and Enforcement -- In furtherance of its purposes, the Landowners' Association, acting through its board of directors, shall have the following powers:

5.1 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;

5.2 All of the powers necessary or desirable to perform and enforce the obligations and duties and exercise the rights and powers of the Landowners' Association under these protective covenants;

5.3 To engage in activities which will actively promote and advance the common interests of the Lot Owners within the Ranch;

5.4 To hear and arbitrate complaints brought by one lot owner against another to enforce these covenants;

5.5 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.

5.6 To manage, control, maintain, repair, improve and enlarge Association roads and common areas. The Landowners' Association shall be permitted to use and remove dirt, soil and other native materials lying within any easement. In the event of use of such material the Landowners' Association shall reclaim such property within a reasonable time after construction;

5.7 To make and to enforce reasonable rules and regulations, standards and restrictions governing the use of Lots, Association roads and common areas;

5.8 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;

5.9 BORROWING

5.9.1.Borrowing for Emergency Purposes
The Board may borrow money for emergency purposes provided it attempts to notify each landowner by mail of the purpose and amount of the loan. The landowner shall have two (2) weeks from the date the board mails the notification to object in writing. If 70% or more of the eligible landowners object to the board borrowing money for this purpose the board may not do so.

5.9.2 Borrowing Money for Non-Emergency Purposes
The board may borrow money for non-emergency purposes subject to prior approval by vote or written assent. If 70% or more of the eligible landowners approve to the board borrowing money the board may do so.

5.10 To enter into, make, perform or enforce contracts and to do other acts necessary, appropriate or advisable in carrying out any purpose of the Landowners' Association;

5.11 To, adopt, alter and amend or repeal its bylaws provided, however, that such bylaws may not be inconsistent with or contrary to any provisions of these protective covenants; and

5.12 To enforce these covenants by taking any form of action the Board deems prudent and necessary. In any legal action for the enforcement of these covenants, the prevailing party shall be entitled to court costs and attorney's' fees.

Section 6 ASSESSMENTS

6.1 **Annual Assessments** -- Annual assessments are for the purpose of operating the association and may not exceed $300 per year. The actual amount of the annual assessment is determined by the Board and becomes effective immediately after the annual meeting unless disapproved at the annual Landowner's Association meeting by a vote of at least majority of the lot owners entitled to vote at the time the vote is taken. If there is not a majority vote for the recommended annual assessment, the annual assessment recommended by the board is not approved and the prior year's assessment will be renewed.

6.2 **Special Assessments** -- Special assessments are for capital improvements or unforeseen and unusual situations for which the board recommends the expenditure of association monies that are not currently available. The board will determine the amount of the special assessment. Before becoming effective, any special assessment must be approved by vote or written assent of 70% of the lot owners entitled to vote at the time the vote is taken.

6.3 **Budget for Assessments** -- It shall be the duty of the Board of Directors of the Association thirty (30) days prior to the annual meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year, along with a recommended annual assessment to cover expenses. If any special assessments are foreseen by the board, it shall also prepare a separate budget and recommend the amount of the special assessment.

The Board shall cause a copy of the budget, and amount of the assessment(s) to be levied against each Lot for the following year; to be delivered to each lot owner present at the annual meeting. Any lot owner may request a copy of the proposed budget within thirty days prior to meeting.

6.4 **Date of Commencement of Annual Assessment** -- Annual assessments on each Lot become due ***on June 1*** of each year. Anyone becoming a lot owner is responsible for all unpaid dues, even if the assessment was incurred prior to their purchase.

6.5 **Penalties for Not Paying Assessment(s)** -- If any assessment is not fully paid within thirty (30) days after it becomes due the Board may enforce the assessment and interest shall accrue at a maximum rate allowed by law. Further, the voting rights of any Lot Owner who has not paid his/her dues are suspended and the Lot shall be excluded from the total number of votes considered in arriving at the percentage needed to pass a vote

Section 7. ENFORCEMENT OF ASSESSMENTS AND CREATION OF LIENS

7.1 **Obligation for Payment of Assessment** -- Each assessment, together with interest, costs, and reasonable attorney's fees shall be the obligation of: the person who was the owner of a lot at the time the assessment arose; the current owner (if ownership has changed); and a debt of the property. For this debt, the association may attach a lien to the property. The Association may proceed in law or equity, or both, to satisfy this obligation.

7.2 **Delivery of Notice of Lien** -- Delivery of a notice of intent to file a lien against the property shall be made to the principal residence on each Lot, or if no residence exists, to the last known address of the Lot Owner as shown on the Association records, or to the address of the Owner as shown on the most recent deed of record on file in the office of the County Clerk of Las Animas County. Such notice is merely a courtesy to the Lot Owner and third parties. If such notice is not sent the lien still attaches.

7.3 **Lien Content** -- The lien for assessments shall be evidenced by a written Statement of Assessment Lien setting forth: 1) a description of the Lot; 2) the amount of assessments which are unpaid; 3) the rate of default interest accruing; 4) the name of the Lot Owner or Owners and 5) any other costs and attorney's fees associated with filing the lien.

7.4 **Filing of Lien** -- The Statement of Assessment Lien shall be signed by a member of the Board of Directors or by an officer of the Association. The Statement of Assessment Lien shall be recorded in the office of the Clerk and Recorder of Las Animas County, Colorado.

Section 8. SEVERABILITY AND OTHER ISSUES

8.1. **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.

IN WITNESS THEREOF,

STATE OF COLORADO

COUNTY OF LAS ANIMAS

Subscribed and sworn to before me by . On

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES

Notary Public