

DECLARATION OF PROTECTIVE COVENANTS

for

SPIRIT MOUNTAIN RANCH

603797 11/15/1994 JUDICIAL: 91 510 P: 262
Bernard J. Gonzales - Los Angeles County Recorder

Spirit Mountain Ranch, Inc. the owner of real property situated in the County of Las Animas and State of Colorado, known as Spirit Mountain Ranch and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in Spirit Mountain Ranch, does hereby declare that the land shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, 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 composing the above mentioned land is made specifically subject to the following described covenants.

I. III. II: 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 or 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 Spirit Mountain Ranch Property Owners Association will be operated as per the by-laws of the association,

(a) Members: Every property owner will automatically be a member of the Property Owners Association.

(b) Purpose: The purpose of the association is to use its authority, as given in the by-laws:

- (1) To enforce these protective covenants.
- (2) To assess property owners' yearly dues. Should any property owner fail to pay assessments when due, the Property Owners Association may file a lien against the owner for collection purposes.
- (3) To provide upkeep and improvements to all non-county roads in Spirit Mountain Ranch.
- (4) To represent all property owners in matters of mutual interest.
- (5) To administer and lease grazing rights.

III. DWELLINGS: No permanent structure shall be built on Spirit Mountain Ranch unless such structure is given prior approval from the Property Owners Association Board. All primary dwellings shall consist of not less than 1,000 square feet of living space. No commercial activity shall be permitted unless approved by the Property Owners Association Board.

IV. SETBACKS: No structure may be erected within one hundred feet of the right-of-way line of any road within Spirit Mountain Ranch, nor within fifty 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.

VI. UTILITY EASEMENTS: A ten (10) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior lot lines. All future electric lines shall be extended above ground in most circumstances.

VII. NUISANCES: No owner shall cause or allow the origination of excessive odors or sounds from his parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his 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 Spirit Mountain Ranch for 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 Spirit Mountain Ranch.

IX. MOTOR VEHICLES: No motorized vehicle which is either non-operational 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) days in any calendar year.

XI. MOBILE HOMES: Mobile shall not be permitted on any parcel within Spirit Mountain 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. Any subdivided parcel will be covered by these Covenants and become an automatic member of the Spirit Mountain Ranch Property Owners Association.

XIII. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons 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 signed by not less than two-thirds majority of the land owners of the parcels has been recorded, changing said covenants in whole or part.

XV. SEVERABILITY: Invalidity 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 than these covenants and govern at all times.

XVII. COUNTER PARTS: This instrument may be executed in a number of counter parts any one of which may be considered an original.

XVIII. FEES AND ENFORCEMENT: All parcels within Spirit Mountain Ranch shall be subject to assessment for Property Owners Association fees 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 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 dues 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.

Assessments for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar year, the first year's fees will be prorated to the commencement date for the parcel involved. Fees shall be payable in advance in January of each year. Each property owner shall be responsible for payment of all fees and any costs (including attorney fees) necessary to enforce any violation of these covenants affecting his or her parcel. Failure to pay fees shall be deemed a violation of these covenants. Unpaid fees and costs shall also be a lien and may be foreclosed in the same manner as a mechanics lien.

Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer until such time as the Developer transfers his interest in and control of the Association.

IN WITNESS WHEREOF,
November, 1994.

Al W. Rye subscribe their name this 14th day of

608797

11/15/1994 11:15A B: 510 P: 203
Bernard J. Gonzales - Las Animas County Recorder

STATE OF COLORADO }
COUNTY OF LAS ANIMAS } ss.

The foregoing instrument was acknowledged before me this 14th day of November, 1994 by AT W. Page.

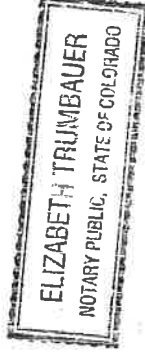
Witness my official hand and seal.

Amelia Page
Secretary/Treasurer

Elizabeth Trumbauer
Notary
Address: Box 1000, Hwy 150

Lauren (C) 8/94

My Commission Expires: MY COMMISSION EXPIRES:
October 1, 1997



608797 11/15/1994 11:15A P: 910 P: 204
Bernard J. Gonzales - Las Animas County Recorder

608797

11/13/1998 11:15A

Bernard J. Gonzalez - Las Animas County Recorder

EXHIBIT A

TOWNSHIP 31 SOUTH RANGE 66 WEST OF THE 6TH P.M., LAS ANIMAS COUNTY,
COLORADO

SECTION 21:

S1/2SE1/4;

SECTION 22:

ALL EXCEPT THAT PORTION THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF COLORADO FOR THE APISHAPA RESERVOIR BY DEED DATED DECEMBER 2, 1891, RECORDED DECEMBER 7, 1891, UNDER BOOK 74, PAGE 175, RECORDS OF LAS ANIMAS COUNTY, COLORADO;

SECTION 23:

SW1/4NW1/4, NW1/4SW1/4;

SECTION 27:

ALL LYING NORTH OF THE NORTH LINE OF COUNTY ROAD NO. 46.0;

SECTION 28:

NE1/4, AND THAT PORTION OF THE E1/2SW1/4, SE1/4 LYING NORTH OF THE NORTH LINE OF COUNTY ROAD NO. 46.0;

SECTION 34:

THAT PORTION OF NE1/4NW1/4 AND THE EAST 73 AND 2/3 YARDS OF NW1/4NW1/4 LYING NORTH OF THE NORTH LINE OF COUNTY ROAD NO. 46.0;

TOGETHER WITH ALL MINERAL RIGHT OWNED IN AND UNDER SAID LANDS.
LESS AND EXCEPT THEREFROM A TRACT OF LAND CONTAINING

APPROXIMATELY 46.39 ACRES, LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH OF COUNTY ROAD 46.0.

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12/16/1994 08:03A

B: 911 P: 83
Bernard J. Gonzales - Las Animas County Recorder

duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

SECTION 6. Proxies. At all meeting of members, a member may vote in person or by proxy executed in writing by member or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the association before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Shares held by a personal representative, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such membership into his name. Membership standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote a membership held by him without a transfer of such membership into his name.

SECTION 7. Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the membership, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Article III. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. Number, Term and Qualifications. The number of directors of the corporation shall be no less than three or more than ten. The number of directors shall be set at any special or annual meeting of directors, but the director shall hold office until a subsequent meeting of directors. Each successor shall have been elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, fix the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Telephone Meetings. Members of the Board of Directors or any committee designated by the Board may participate in any meeting of the Board or Committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

SECTION 6. Notice. Notice of any special meeting shall be given at least three days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting.

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12/15/1994 08:05A B: 511 P: 84
Bernard J. Gonzales - Las Animas County Recorder

except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7. Quorum. A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 9. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the Directors.

SECTION 10. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the shareholders.

SECTION 11. Compensation. By resolution of the Board of Directors, each Director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 12. Presumption of Assent. A director of the association who is present at a meeting of the Board of Directors at which action or any association matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Article IV. OFFICERS

SECTION 1. Number. The officers of the association shall be a President, a Vice-President, if elected by the Board of Directors, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors.

Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The officers of the association shall be natural persons of the age of eighteen years or older.

SECTION 2. Election and Term of Office. The officers of the association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment, the best interests of the association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create a contract right.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the association. He shall, when present, preside at all meetings of the members and of the Board of Directors, unless a different Chairman has been otherwise designated or elected. He may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice-President. In the absence of the President or in the event of death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the association and see that the seal of the association is affixed to all documents the execution of which on behalf of the association under its seal is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the association; (b) receive and give receipts for monies due and payable to the association from any source whatsoever, and deposit all such monies in the name of the association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the association.

609313 12/16/1994 04:05A B: 911 P: 86
Bernard J. Gonzales - Lea Animas County Recorder

Article V. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the association, shall be signed by such officer or officers, agent or agents of the association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such banks, savings institutions, trust companies or other depositories as the Board of Directors may select.

Article VI. FISCAL YEAR

The fiscal year of the corporation shall begin on January 1, and end on December 31 in each year.

Article VII. CORPORATE SEAL

The Board of Directors shall provide an association seal which shall be either circular in form and shall have inscribed thereon the name of the association and the state of incorporation and the word "Seal", or shall be a rubber seal in substantially the same form as provided above.

Article VIII. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any member or director of the corporation under the provisions of these By-Laws or under the provisions of the Colorado Corporation Code, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article IX. AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors, subject to the rights of members to repeal or amend By-Laws as provided by law.

**AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
for
SPIRIT MOUNTAIN RANCH**

The undersigned, being the owner of real property in Las Animas County described in the Declaration of Protective Covenants for Spirit Mountain Ranch recorded at Reception #608797 on November 15, 1994, of the records of Las Animas County, desire to amend said Protective Covenants in Sections II, IV, X. The undersigned request to amend said Protective Covenants and redeclare the Declaration of Protective Covenants in their present form as set forth below:

Spirit Mountain Ranch Inc., the owner of real property situated in the County of Las Animas and State of Colorado, known as Spirit Mountain Ranch and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in Spirit Mountain Ranch, do's hereby declare that the land shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, 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 or 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 Spirit Mountain Ranch Property Owners Association will be operated as per the by-laws of the association.

(a) **Members:** Every property owner will automatically be a member of the Property Owners Association.

(b) **Purpose:** The purpose of the association is to use its authority, as given in the by-laws;

- (1) To enforce these protective covenants.
- (2) To assess property owners yearly dues. Should any property owner fail to pay assessments when due, the Property Owners Association may file a lien against the owner for collection purposes.
- (3) To provide upkeep and improvements to all non-county roads in Spirit Mountain Ranch.
- (4) To represent all property owners in matters of mutual interest.
- (5) To administer and lease grazing rights.

III. **DEVELOPINGS:** No permanent structure shall be built on Spirit Mountain Ranch that is less than 1,000 square feet of living space. Modular homes must be given the prior approval of the Property Owners Association Board. Any structure must be on permanent footing and foundation. No commercial activity shall be permitted unless approved by the Property Owners Association Board.

IV. **SETBACKS:** No structure may be erected within fifty feet of the right-of-way line of any road within Spirit Mountain 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.

VI. **UTILITY EASEMENTS:** A ten (10) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior lot lines. All future electric lines shall be extended above-ground in most circumstances.

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

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Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer until such time as the Developer transfers his interest in and control of the Association.

IN WITNESS WHEREOF, Albert W. Page subscribe their name this 23rd day of May, 1995.

STATE OF COLORADO) } ss.
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 23rd day of May, 1995 by Albert W. Page - Secretary/Treasurer

Witness my official hand and seal.

Diana L. Garcia
Notary
Address: 1007 Valley
Trinidad, CO 81082

My Commission Expires: August 17, 1996

DIANA L. GARCIA
NOTARY PUBLIC, STATE OF COLORADO

RECORDED AT 10:44A '95 P: 445
By Diana L. Garcia, Notary Public, Las Animas County Recorder

**AGREEMENT TO
DECLARATION OF PROTECTIVE COVENANTS
for**

SPIRIT MOUNTAIN RANCH

The undersigned, being the owner of real property in Las Animas County described in the Declaration of Protective Covenants for Spirit Mountain Ranch recorded at Reception #608797 on November 15, 1994, of the records of Las Animas County, desire to amend said Protective Covenants in Sections III, IV, X. The undersigned republish and redeclare the Declaration of Protective Covenants in their present form as set forth below:

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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.

VI. UTILITY EASEMENTS: A ten (10) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior lot lines. All future electric lines shall be extended above-ground in most circumstances.

VII. NUISANCES: No owner shall cause or allow the origination of excessive odors or sounds from his parcel. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his 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 Spirit Mountain 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 Spirit Mountain Ranch.

IX. MOTOR VEHICLES: No motorized vehicle which is either non-operational or 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 Spirit Mountain 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. Any subdivided parcel will be covered by these Covenants and become an automatic member of the Spirit Mountain Ranch Property Owners Association.

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Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

VI. 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 signed by not less than two-thirds majority of the land owners of the parcels has been recorded, changing said covenants in whole or part.

VII. ENFORCEABILITY: Invalidity 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.

VIII. CURET REMEDIES: 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.

IX. CONVEYANCE: This instrument may be executed in a number of counter parts any one of which may be considered an original.

X. ASSOCIATION: All parcels within Spirit Mountain Ranch shall be subject to assessment for Property Owners Association fees 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 13% 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 dues will also require written assurance that any such increase will not cause additional regulatory or other requirements to be imposed upon the Association. Failure to pay fees shall be deemed a violation of these covenants. Unpaid fees and costs shall also be a lien and which lien may be foreclosed in the same manner as a mechanics lien.

Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer until such time as the Developer transfers his interest in and control of the Association.

IN WITNESS WHEREOF, At Page subscribe their name this 13th day of June, 1995
SPIRIT MOUNTAIN RANCH, INC.

Elizabeth Trumbauer
Secretary

STATE OF COLORADO)
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 13th day of June 1995 by At Page

Witness my official hand and seal.

Elizabeth Trumbauer
Notary
Address: 717 Pine St.

Trinidad, CO 81082

My Commission Expires: October 1, 1997 COMMISSION EXPIRES:



612364 06/13/1995 01:35P B: 917 P: 155
Bernard J. Gonzales - Las Animas County Recorder

Guthrie, Colorado

Revised 08.21.04
John D. Parkey