

... 886 : 462

**DECLARATION OF PROTECTIVE COVENANTS
OF NORTH FORK RANCH**

This Declaration of Covenants is made as of the 8th day of April 1992 by Continental Divide Properties of Colorado, a Delaware Corporation (hereinafter called the "Declarant").

Declarant is the owner of North Fork Ranch situated in Las Animas County, Colorado, particularly described in Exhibit A hereto:

Declarant does hereby declare that the above-described North Fork Ranch 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 above-described real property 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 located on the above-described North Fork Ranch.

1.3 "Common Easement" Roads leading into and within North Fork Ranch.

1.4 "Real Property" Real Property shall mean and refer to that certain real property described above made subject by Declarant to these covenants, conditions and protective restrictions.

1.5 "Landowners' Association" Landowners' Association shall mean and refer to the North Fork Ranch 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.

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 during the calendar years 1992, 1993 and 1994. Declarant reserves the right to attach to this document exhibits that show the approximate location of the access roads, as they are built.

2.2 Obstructions on Common Easements. No gates or obstructions will be placed upon or block any access road unless the access road terminates on the Lot Owner's property. However, a Lot Owner may place, at its expense, a cattle guard on the common easement if

the cattle guard is constructed to county road specifications and has a gate on one side of the cattle guard for use by vehicles, livestock, horses, or persons otherwise using the road.

2.3 Maintenance of Common Easements. All Common Easements shall be maintained by the Landowners' Association.

Section 3. Grazing Rights

3.1 Contracting for Grazing Rights. The Landowners' Association is empowered hereby to lease the North Fork Ranch for grazing rights subject to each Landowner's right to fence his property. The proceeds from such leases will be used by the Landowner's Association in an equitable manner to offset the assessment of the Lot Owners not fencing off their property.

3.2 Fences. Declarant and the Lot Owners are not required to participate in the construction of partition fences between Lots. Any Lot Owner who wishes to fence his land must bear the expense of fencing unless he can get his neighbor to voluntarily cooperate in that fence. The expenses of maintaining such fences are the sole responsibility of the Lot Owners constructing them or their heirs, successors or assigns.

3.3 Fencing Out Livestock. No owner may bring an action for trespass of livestock unless that owner has a legal and adequate fence around the perimeters of the owner's Lot.

Section 4. General Provisions

4.1 Owner's Livestock. Any animals kept by a Lot Owner must be fenced within the boundaries of the Lot. No Lot Owner will be permitted to operate a hog farm, or feedlot on any Lot.

4.2 Water and Sewer. A Lot Owner assumes the responsibility of supplying and developing water and sewage facilities for his 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.

4.3 Signs. No signs or advertisements shall be placed on the property 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.

4.4 Refuse and Junk Prohibited. No Lot Owner will dump refuse or garbage on any Lot nor will an owner build, maintain, operate or construct, or in any way cause to be placed within one hundred feet of the boundary line on their property, any structure or condition that will cause the accumulation or existence of animal waste, junk, or a condition causing an obnoxious odor.

4.5 Restriction Against Subdivision. No Lot may be further subdivided except by Declarant.

4.6 Number of Dwellings Per Lot. No more than one residence and accompanying outbuildings may be allowed per Lot. Each residence may also have a guest house. No building may be built within 30 feet of any Lot boundary.

4.7 Temporary Residence. A pick-up camper, camp trailer, motor home, or tent may occupy a parcel for recreational purposes only, and shall not become a permanent dwelling. Mobile homes may be placed on the premises for a period not to exceed 12 months during construction of a permanent dwelling, and only after, obtaining a L-riding permit.

4.8 Completion of Construction. 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.

4.9 Timber. Timber growing on a Lot may be used by an owner for the owner's personal firewood, fence, or for construction of buildings located on 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.

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

Section 5. Enforcement and Miscellaneous Provisions

5.1 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 or on a portion of North Fork Ranch, unless 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 covenants may change or increase the obligations of Declarant without its express written consent. No amendment of these covenants may diminish a Lot Owner's right of ingress and egress as set forth herein.

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

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

B. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Landowner's Association under the Declaration, including, without limitation, the following powers:

1. To make and collect assessments against members for the purpose of defraying the costs, expenses, and any losses of the Landowner's 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.

2. To manage, control, maintain, repair, improve and enlarge common easements, as defined in Declaration.

3. To enforce covenants, restrictions, or conditions affecting any property to the extent the Association may be authorized under any such covenants, restrictions, or conditions, and to make and enforce rules and regulations for use of the Common Easement.

4. To engage in activities which will actively foster, promote, and advance the common ownership interest of the Lot Owners within the Development.

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

6. To borrow money for any purpose of the Landowner's Association, limited in amount or in other respects as may be provided in the Bylaws of Landowner's Association.

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 Landowner's Association, with or in association with any person, firm, association, corporation, or other entity or agency, public or private.

8. To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Landowner's Association; provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

9. 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 5.2 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Section 5.2.

C. The provisions of the Declaration, or any lawful amendments, may be enforced by the North Fork Ranch Landowner's Association, Inc. or any Lot Owner; by either an action for 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.

5.3 **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.

5.4 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.

5.5 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.

IN WITNESS WHEREOF, Continental Divide Properties of Colorado has signed this Amended, Corrected and Restated Declaration of Covenants, Conditions, and Protective Restrictions, on the date set forth in the acknowledgment.

CONTINENTAL DIVIDE PROPERTIES OF COLORADO, INC.
a Delaware corporation

By: Steven R. King
Steven R. King, Vice President

STATE OF COLORADO)
) ss:
COUNTY OF Larimer)

Subscribed and sworn to before me by Steven R. King on the 8th day of ~~March~~ April, 1992.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission expires March 11, 1995

[Signature]
Notary Public

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
OF NORTH FORK RANCH

This is an amendment to the Declaration of Protective Covenants of North Fork Ranch made April 8, 1992, and recorded April 10, 1992, at Reception No. 595681, Book 886, Page 462 of the Records of the Las Animas County, Colorado, Clerk and Recorder (the "Declaration"), and related to that certain property located in Las Animas County, Colorado, and more particularly described on Exhibit A attached hereto (the "Property").

The undersigned are owners in the aggregate of more than 80% of the Property and are amending the Declaration pursuant to Article 5.1 of the Declaration. The Declaration is hereby amended to replace Section 2.2 in its entirety with the following:

Section 2.2 Obstructions on Common Easements.

No gates or obstructions will be placed upon or block any access road unless the access road terminates on the Lot Owner's property. However, a Lot Owner may place, at his expense a cattle guard on the common easement if the cattle guard is constructed to county road specifications and has a gate on one side of the cattle guard for use by vehicles, livestock, horses, or persons otherwise using the road. Also, a gate may be placed at the entrance to the North Fork Ranch roads where the Ranch road intersects with the County road.

This amendment is being executed in counterparts.

IN WITNESS WHEREOF, the undersigned Landowner of property on North Fork Ranch has approved this Amendment to the Declaration of Protective Covenants of North Fork Ranch on the date set forth in the acknowledgement.

NORTH FORK RANCH LANDOWNERS ASSOCIATION

By: _____ Owner of: Lot # _____
_____ CoOwner Lot # _____
Lot # _____

STATE OF Colorado
COUNTY OF Las Animas

Wilfred E. Morrissey
Wilfred E. Morrissey

Subscribed and sworn to before me by _____
on the 14 day of APRIL, 1999.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission expires 3/6/2002

Rita M. Medina
Notary Public



Each Owner must sign in the event of tenants in common or joint tenancy.

AS APPEARED BEFORE ME ON APRIL 14 1999, ONE KNOWN AS WILFRED MORRISSEY AN ELECTED OFFICER, (VICE PRESIDENT/TREASURER), OF THE NORTH FORK RANCH LANDOWNERS ASSOCIATION. PERSON ATTESTS THAT HE HAS POSSESSION OF MORE THAN THE REQUIRED 80% OF MEMBER SIGNED, NOTARIZED, AMMENDMENTS, AS REQUIRED BY COVENANT ARTICLE 5.1.

THE ABOVE AMMENDMENT AMMENDS THE ORIGINAL COVENANTS OF THE NORTH FORK RANCH, AS ORIGINALLY RECORDED ON APRIL 10, 1992, AT RECEPTION 595681, BOOK 886, PAGE 462, OF THE RECORDS OF THE LAS ANIMAS COUNTY, COLORADO, CLERK AND RECORDER.

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The undersigned are owners in the aggregate of more than 80% of the Property and are amending the Declaration pursuant to Article 5.1 of the Declaration. The Declaration is hereby amended to replace Section 4.5 in its entirety with the following:

Section 4.5 Restriction 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.

This Amendment is being executed in counterparts.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration of Protective Covenants of North Fork Ranch to be executed as of the _____ day of _____, 1994.

PATTEN CORPORATION WEST

Formerly Continental Divide Properties of Colorado, Inc.

By: [Signature]
Herb L. Williams, Vice President

Owners Lot No. 30, 34 & 35
Samuel R. Trujillo 7-27-94
Dorothy M. Trujillo 7-27-94

Samuel R Trujillo
Dorothy M. Trujillo
lot 30 acres 35.

Each Owner must sign in the event of tenants in common or joint tenancy.

34 7 78.13
35

(Secretary has copies of everyone's sign)