

DECLARATION OF PROTECTIVE COVENANTS

for

EAGLE PEAK RANCH

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.

COVENANTS

I. PROPERTY OWNERS ASSOCIATION: Eagle Peak 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 annual dues, and
- (3) To see that assessment funds are used as intended, and to provide upkeep and improvements to all non-county roads in Eagle Peak Ranch.

Should any property owner fail to pay assessments when due, the Property Owners Association may file a lien against the owner for collection purposes.

II. DWELLINGS: No permanent structure shall be built on Eagle Peak Ranch that is less than 1000 square feet of living space, unless such structure is given prior approval from the Property Owners Association. No commercial activity shall be permitted unless approved by the Property Owners Association Board.

III. RE-SUBDIVISION: No lot shall be re-subdivided nor shall any more than the maximum number of residential units allowed by State Law or County Ordinance be erected on any one lot.

IV. SET BACKS: No structure may be erected within fifty feet of the right-of-way line of any road within Eagle Peak Ranch nor within twenty-five feet of any side or rear line.

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. EASEMENTS: Utility easements shall extend twenty-five feet on either side of all lot lines. Said utility easements run with the land and may be used for the benefit of other owners of land within Eagle Peak Ranch. Road easements, as indicated on the recorded plat map of Eagle Peak Ranch, are for the benefit of all property owners. The Property Owners Association shall have the right to maintain and improve roadways within the recorded easements.

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

VIII. ANIMALS: Livestock and poultry may be kept for the personal use of each lot owner. Animals, livestock, or poultry may be kept for commercial purposes only if approved in writing by the Property Owners Association. Commercial feed lots and swine are prohibited in Eagle Peak Ranch.

IX. MOTOR VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on Eagle Peak Ranch, 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 tract 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 homes and modular homes shall not be permitted on any lot within Eagle Peak Ranch. All homes must be placed on a permanent foundation.

XII. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel or rock) is prohibited.

XIII. HUNTING: There shall be no hunting allowed in Eagle Peak Ranch.

XIV. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

XV. 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 a majority of the land owners has been recorded, changing said covenants in whole or part.

XVI. SEVERABILITY: In the event that any of the provisions of these Covenants shall be deemed invalid, the remainder thereof shall continue in full force and effect.

IN WITNESS WHEREOF the foregoing Covenants have been adopted by the undersigned Declarant as contract purchaser/owner of the above described property.



EAGLE PEAK RANCH CORPORATION,
a Colorado Partnership

By: [Signature]

Title: President

By: [Signature]

Title: Secretary

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing Declaration of Protective Covenants was acknowledged before me this 17th day of February, 1992, by Ronald R. Trujillo, President, and Robert A. Joslen, Secretary.

Witness my hand and seal.

My Commission expires May 4, 1995.

[Signature]
Notary Public



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**AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
EAGLE PEAK RANCH**

The undersigned, being a majority of the land owners of Eagle Peak Ranch, a subdivision in Fremont County, Colorado, and in accordance with Article XV of the Declaration of Protective Covenants recorded in Book 1038, Page 14, Rec. No. 587324, of the records of the Fremont County, Colorado, Clerk and Recorder, hereby amend Article XI of said covenants to provide as follows:

- XI. MOBILE HOMES:** Mobile Homes and modular homes shall not be permitted on any lot within Eagle Peak Ranch. All homes must be constructed on-site and be placed on a permanent foundation.

This amendment shall be effective upon its being recorded in the office of the Fremont County, Colorado, Clerk and Recorder.

Separate signature pages are attached hereto.



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The undersigned, being a majority of the land owners of Eagle Peak Ranch, a subdivision in Fremont County, Colorado, and in accordance with Article XV of the Declaration of Protective Covenants recorded in Book 1038, Page 14, Rec. No. 587324, of the records of the Fremont County, Colorado, Clerk and Recorder, hereby amend Article X of said covenants to provide as follows:

- X. TEMPORARY RESIDENCE:** No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any tract 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. A temporary provision may be requested in writing for approval by the Property Owners Association Board permitting use of a travel trailer or recreational vehicle as a temporary residence that is incidental in the construction of the principle residence. This provision is limited to one (1) year unless a written request for an extension is approved by the Board, said extension will be for a maximum of one (1) year.

This amendment shall be effective upon its being recorded in the office of the Fremont County, Colorado, Clerk and Recorder.

Separate signature pages are attached hereto.