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**Declaration of Protective Covenants
Conestoga Ranches Association
Elbert County, Colorado**

THIS DECLARATION, made and executed this 14 day of December, 1996, by the Conestoga Ranches Association (the "Association" herein),

WITNESSETH:

WHEREAS, the Association desires to create certain protective covenants, restrictions, easements, charges and liens with respect to said real property for the mutual use and benefit of the owners and their grantees, successors and assigns; and

WHEREAS, these covenants and restrictions are made for the purpose of creating and keeping the Subdivision desirable, attractive, beneficial, free from nuisances, and suitable in architectural design and appearance, and for the purpose of avoiding unnecessary interferences with the natural beauty of the Subdivision, all for the mutual benefit and protection of the owners of all lots in the Subdivision.

NOW, THEREFORE, the Owners do hereby make, create and declare the following covenants, restrictions, limitations, uses, easement, charges and liens upon said property as restrictive and protective covenants, as benefits and obligations running with the property, and as binding upon the said Owners, their successors and assigns, and upon all parties claiming under said Association, and upon all future owners of any part of said property, so long as these restrictive and protective covenants shall remain in force and effect as now written or as hereafter altered.

1. **Property Affected.** These covenants are hereby made applicable to all property located within Conestoga Ranches, according to the plat thereof presently recorded in the Office of the Clerk and Recorder of Elbert County, Colorado.
2. **Membership - Conestoga Ranches Association.** Ownership of any lot within the subdivision shall qualify and obligate the owner for membership in the Association, a nonprofit Colorado corporation (the "Association" herein), with full right and responsibility of membership as set forth in the Articles of Incorporation and Bylaws thereof. The Association shall have the right and the obligation to repair and maintain the platted private road within the Subdivision. To enforce and administer these covenants, to hold title to such property or property rights as may be conveyed or transferred to it by the Association, or as it may otherwise acquire, and to perform such other acts and functions as may be reasonable or necessary for the general benefit and welfare of the owners of lots in the Subdivision and as may be authorized or permitted by its Articles of Incorporation and Bylaws. The purchase, or the acquisition of legal title in any other manner, of any lot in the Subdivision shall constitute the lot owner's consent to, and acceptance of the duties, and responsibilities of membership in the Association.



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3. **Permitted Uses.** No dwelling or structure shall be placed on any lot in the Subdivision unless the same shall conform to the current zoning, subdivision and building requirements of Elbert County as of date of permit issuance.
4. **Nuisances.** No obnoxious or offensive activity shall be conducted upon any lot within the Subdivision, nor shall anything be done thereon which may be or become an annoyance or a nuisance to other owners. No automobile or other motor vehicle or equipment not in operating condition, or currently licensed, nor any junk portion of any automobile or other motor vehicle or equipment, shall be stored or permitted to remain upon any lot in the Subdivision for any period in excess of 48 hours.

Each lot owner shall keep his lot free of trash, garbage and refuse in accordance with such reasonable regulations as the Association may adopt. The Association, upon reasonable notice to any owner who fails to properly maintain his lot, may enter the premises and perform such reasonable removal of trash, garbage or refuse as may be necessary. The cost of any such removal shall be assessed to the owner of such lot and the collection of such amount shall be made and enforced in the manner of other Association assessments.

5. **Signs.** No sign of any kind shall be displayed to the public view on any lot except for one sign not more than six square feet in area advertising the property for sale or rent or signs used by builders to advertise their services during the period of construction on any lot. Approval by the Association prior to erection is required for signs larger than so stated.
6. **Culverts.** Each lot owner shall install, where necessary and at his own expense, Elbert County approved culverts at the point of access from the platted Subdivision road to their property.
7. **Dams and Reservoirs.** Owners of lots in the Subdivision shall not construct ponds or dams or in any way obstruct the natural flow of water through the Subdivision.
8. **Animals.** All animals shall be confined to their owners' premises and shall not be permitted to become an annoyance or nuisance to other owners. All stables, kennels and similar structures must be kept in a clean and sanitary condition. Overgrazing shall not be permitted on any lot. If proof of overgrazing shall be required in any legal proceeding it shall be prima facie proof of overgrazing that a technical employee of the U.S. Soil Conservation Service shall have examined the lot alleged to be overgrazed and shall find and testify that the said lot has been overgrazed. Nothing herein stated shall be construed to prohibit any other competent proof or evidence of overgrazing to be used or received in evidence.
9. **Water and Sanitary Sewage Facilities.** Installation of a water supply and sanitary septic tank or other acceptable sanitary waste disposal system shall be the responsibility of each lot



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owner, and all such installations shall comply with all standards imposed by the County of Elbert, the State of Colorado, or any other governmental authority having jurisdiction.

10. **Natural Foliage.** No trees or other natural foliage, except weeds and brush, located upon any lot shall be cut, trimmed, removed or destroyed, except with the prior approval of the Association.
11. **Easements.** Easements for the installation and maintenance of utilities are hereby established and reserved as shown or described on the recorded plat of the Subdivision.
12. **Assessments by the Association.** The record owner of each lot in the Subdivision shall pay to the Association such amount to be determined at the annual meeting by the members of the Association; owners shall have the option to pay to the Association such fee in two payments if they wish, with total annual assessment due on January 1 of current year to be paid no later than June 30 to the Treasurer of the Association for deposit to the Association's account.
 - a. The pro rata share of the cost to the Association of all:
 - i. Cost of repair and maintenance to the private road within the Subdivision; and the cost of repair and maintenance to such commonly owned areas or properties, if any, as may be conveyed to or acquired by the Association;
 - ii. Cost of establishment and maintenance of a reserve, if deemed necessary, for any cost described above or for the operation of the Association;
 - iii. Cost incurred in enforcing and administering in any manner whatsoever, these restrictive and protective covenants, including attorney's fees and court costs;
 - iv. Cost of taxes upon commonly owned areas, commonly owned personal property, or other property owned by the Association, if any; and
 - v. Any other cost incurred by the Officers of the Association for the general benefit and welfare of its members.
 - b. The cost to the Association of all expenditures, including reasonable attorney's fees, to which the Association may be put by reason of said record owner's failure to keep and fully comply with these restrictive and protective covenants or failure to pay any assessment due from said record owner by virtue of his membership in the Association.
 - c. Notices and invoices for payment of any and all assessments to members of the Association will be submitted annually as may be recommended by the Officers and fixed by vote of the members at the annual meeting. In the event any such invoice is not



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paid by May 31, a second notice shall be sent; if payment is not received within thirty days, the matter shall be referred to the Association attorney amount of such invoice shall be and become a lien upon the lot or lots owned by such delinquent owner. The Association may bring an action at law against the owner personally obligated to pay the delinquent assessment. In addition to such action, or as an alternative thereto, the Association may file with the Clerk and Recorder of Elbert County, Colorado, a statement of lien with respect to the assessment, setting forth the name of the owner, the legal description of the property, the name of the Association, and the amount of delinquent assessments then owing, which statement shall be signed and acknowledged by the president or vice president of the Association, and a copy of which shall be served upon the owner by mailing method as deemed appropriate, mailed to the address of the property or at such other address as the Association may have in its records for the owner of the property. Thirty days following the mailing of such notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages on real property under the statutes of the State of Colorado. In either a personal or foreclosure action, the Association shall be entitled to recover the amount of the assessment, including additional assessments due to the date of entry of judgement, interest hereon, costs of suit, and reasonable attorney's fees incurred with respect to the action. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of any common areas or abandonment of his lot. The Association shall have the power to bid at any foreclosure sale and to acquire, hold, lease, sell, mortgage and convey any lot or lots so acquired.

- d. The Association shall not be obligated to pay any assessments with respect to lots owned by it for a period of 10 years from and after the date on which the first meeting of the members of the Association is called.
13. **Failure to Enforce.** The failure by the Developer, the Association, or any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Developer, the Association or any member thereof.
14. **Enforcement.** In the event of any violation or threatened violation of any of the provisions contained herein, or the Association may bring action at law or in equity, either for injunction, action for damage, or such other remedies as may be available.
15. **Subordination of Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, including all additional advances thereon. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot as a result of foreclosure of a mortgage, foreclosure through the public trustee, or any proceeding in lieu of foreclosure, including the transfer by a deed in



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lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer but shall not relieve any former owner of personal liability therefor. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

16. **Effect and Tenure.** The provisions hereof shall be considered as covenants running with the land and all instruments affecting the title of any of said lots shall be subject to the provisions hereof. Said provisions shall inure to the benefit of, and be binding upon every grantee or lessee of any said lot, their heirs, personal representatives, successors and assigns, and upon each successor in title.
17. **Invalid Provision.** Invalidation of any of the provisions hereof by judgment or order to court shall in no way affect any of the other provisions thereof; and lack of title or failure to title in the undersigned as to any portion of the property described herein shall not affect the validity of these covenants as to the remainder of such property.
19. **Exceptions.** Notwithstanding anything contained herein to the contrary, there shall be no exemptions from the operation of these covenants on any property within the Subdivision without the approval of the Association by written proposal and submitted plans.

IN WITNESS WHEREOF, Conestoga Ranches Association, a Colorado corporation, has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

ATTEST:

Doris J. Evans
Secretary

Conestoga Ranches Association

Edmund L. Schlosser
President

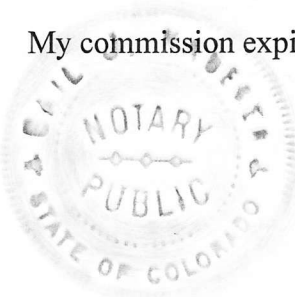
STATE OF COLORADO)

COUNTY OF ELBERT)

The foregoing instrument was acknowledged before me this 14 th day of December 1997, by Edmund L. Schlosser, as President, and Doris J. Evans as Secretary of Conestoga Ranches Association, a corporation.

My commission expires: 9-19-99

Gail Krueger
Notary



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**Amendment to Section 12(c), pages 3 and 4, Protective Covenants, Conestoga Ranches.
Recorded at Elbert County on 02/07/97. (Change indicated in bold type)**

Section 12 (c): "Notices and invoices for payment of any and all assessments to members of the Association will be submitted annually as may be recommended by the Officers and fixed by vote of the members at the annual meeting. In the event any such invoice is not paid by **March 31**, a second notice shall be sent; if payment is not received within thirty days, the matter shall be referred to the Association attorney amount of such invoice shall be and become a lien upon the lot or lots owned by such delinquent owner. The Association may bring an action at law against the owner personally obligated to pay the delinquent assessment. In addition to such action, or as an alternative thereto, the Association may file with the Clerk and Recorder of Elbert County, Colorado, a statement of lien with respect to the assessment, setting forth the name of the owner, the legal description of the property, the name of the Association, and the amount of delinquent assessments then owing, which statement shall be signed and acknowledged by the president or vice president of the Association, and a copy of which shall be served upon the owner by mailing method as deemed appropriate, mailed to the address of the property or at such other address as the Association may have in its records for the owner of the property. Thirty days following the mailing of such notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages on real property under the statutes of the State of Colorado. In either a personal or foreclosure action, the Association shall be entitled to recover the amount of the assessment, including additional assessments due to the date of entry of judgement, interest hereon, costs of suit, and reasonable attorney's fees incurred with respect to the action. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of any common areas or abandonment of his lot. The Association shall have the power to bid at any foreclosure sale and to acquire, hold, lease, sell, mortgage and convey any lot or lots so acquired."