

602794 10/21/1993 01:26P B: 899 P: 109  
Bernard J. Gonzales - Las Animas County Recorder

DECLARATION OF PROTECTIVE COVENANTS  
for  
CUCHARA PASS RANCH  
LAS ANIMAS COUNTY, COLORADO

CUCHARA PASS RANCH, INC., the owner of real property situated in the County of Las Animas and State of Colorado, known as Cuchara Pass Ranch and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in Cuchara Pass Ranch, 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. INTENT: It's 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 OWNER ASSOCIATION: The Cuchara Pass 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. Each lot shall be entitled to one vote.

(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; and
- (3) To provide upkeep and improvements to all non-county roads in Cuchara Pass Ranch; and
- (4) To represent all property owners in matters of mutual interest.

III. DWELLINGS: No permanent structure shall be built on Cuchara Pass Ranch that is less than 1,000 square feet of living space, unless such structure is given prior approval from the Property Owners Association. No mobile homes will be allowed on Cuchara Pass Ranch. 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 with Cuchara Pass Ranch nor within twenty-five feet of any side or rear line of any parcel.

602794 10/21/1993 01:26P B: 899 P: 110  
Bernard J. Gonzales - Las Animas County Recorder

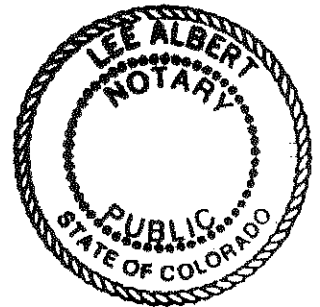
- V. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition.
- VI. NUISANCES: No owner shall cause or allow the origination of excessive odors or sounds from his property. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his 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.
- VII. ANIMALS: Animals will be allowed on Cuchara Pass Ranch for personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association.
- VIII. 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.
- IX. 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 one hundred twenty (120) days in any calendar year.
- X. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel or rock) is prohibited.
- XI. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.
- XII. 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 property owners of the parcels has been recorded, changing said covenants in whole or part.
- XIII. SEVERABILITY: Invalidation of any portion 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.
- XIV. COUNTY REGULATIONS: 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.
- XV. FEES AND ENFORCEMENT: All parcels within Cuchara Pass 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 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.

602794 10/21/1993 01:26P B: 85 P: 111  
Bernard J. Gonzales - Las Animas County Recorder

Assessment for fees will commence upon recording of a deed from Declarant. Whenever the obligation to pay fees arises after the start of the calendar year the first year's fee will be pro-rated 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 on the lot involved which lien may be foreclosed in the same manner as a mechanics lien.

DECLARANT: CUCHARA PASS RANCH  
BY: x L. Otto Goemmer Owner

ATTEST: x Jacques Goemmer Owner



STATE OF COLORADO )  
                                  ) S.S.  
COUNTY OF HERRFANO

On this 19 day of October, 1993, before me personally appeared JACQUE GOEMMER, and L. OTTO GOEMMER, from of LA VETA, Co., who executed the within instruments, and who acknowledged the same to be their free act and deed.

Lee Albert  
Notary Public  
My Commission Expires: 7/13/97

FIRST AMERICAN TITLE COMPANY

Added Page

File No. 56132

Policy No.

TOWNSHIP 31 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,  
LAS ANIMAS COUNTY, COLORADO

Section 19:  $W\frac{1}{2}$ ,  $W\frac{1}{2}E\frac{1}{2}$

Section 30:  $W\frac{1}{2}$

TOWNSHIP 31 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,  
LAS ANIMAS COUNTY, COLORADO

Section 23: That portion of the  $NE\frac{1}{4}SE\frac{1}{4}$  presently situated  
South and East of the Apishipa Pass Road.

Section 24: All that portion of the  $NE\frac{1}{4}$  presently situated  
South and East of the Apishipa Road;

$NE\frac{1}{4}SE\frac{1}{4}$ ,  $SE\frac{1}{4}SE\frac{1}{4}$ ,  $SW\frac{1}{4}SE\frac{1}{4}$ ;

That portion of the  $SW\frac{1}{4}$  presently situated  
South and East of the Apishipa Road;

All that portion of the  $NW\frac{1}{4}$  presently situated  
South and East of the Apishipa Road;

Section 25: All  $N\frac{1}{2}$ , EXCEPTING three (3) Acres in  $NW\frac{1}{4}NE\frac{1}{4}$ ;  $SE\frac{1}{4}$ ;

All that portion of the  $NW\frac{1}{4}$  presently situated  
South and East of State Highway #12.

Section 36: All that portion  $NE\frac{1}{4}NW\frac{1}{4}$  presently situated  
East of State Highway #12.

AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
for  
CUCHARA PASS RANCH  
LAS ANIMAS COUNTY, COLORADO

The undersigned, being all of the owners of real property in Las Animas County described in the Declaration of Protective Covenants for Cuchara Pass Ranch recorded in Book 899, at Pages 109-112 of the records of Las Animas County, Colorado, on October 21, 1993, desire to amend said Protective Covenants by adding thereto Paragraph XVI. The undersigned republish and redeclare the Declaration of Protective Covenants in their present form as set forth below:

CUCHARA PASS RANCH, the owner of real property situated in the County of Las Animas and State of Colorado known as Cuchara Pass Ranch and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in Cuchara Pass Ranch, 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. INTENT: It's 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 OWNER ASSOCIATION: The Cuchara Pass 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. Each lot shall be entitled to one vote.
- (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, and
  - (3) To provide upkeep and improvements to all non-county roads in Cuchara Pass Ranch, and
  - (4) To represent all property owners in matters of mutual interest.

III. DWELLINGS: No permanent structure shall be built on Cuchara Pass Ranch that is less than 1,000 square feet of living space, unless such structure is given prior approval from the Property Owners Association. No mobile homes will be allowed on Cuchara Pass Ranch. 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 with Cuchara Pass Ranch nor within twenty-five feet of any side or rear line of any parcel.

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. 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 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.

VII. ANIMALS: Animals will be allowed on Cuchara Pass Ranch for personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association.

VIII. 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.

IX. 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 one hundred twenty (120) days in any calendar year.

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

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

XII. 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 property owners of the parcels has been recorded, changing said covenants in whole or part.

XIII. SEVERABILITY: Invalidation of any portion 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.

XIV. COUNTY REGULATIONS: 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.

XV. FEES AND ENFORCEMENT: All parcels within Cuchara Pass 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 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.

Assessment for fees will commence upon recording of a Deed from Declarant. Whenever the obligation to pay fees rises after the start of the calendar year the first year's fee will be pro-rated 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 on the lot involved which lien may be foreclosed in the same manner as a mechanics lien.

XVI. EASEMENT. There is reserved an easement for utilities 20 feet wide on either side of each front, side and rear lot line as shown on the recorded plat of the subdivision. There is reserved a forty foot easement any exterior boundary. All road easements are sixty feet wide as shown on the recorded plat.

In witness whereof, this Amendment to Declaration of Protective Covenants for Cuchara Pass Ranch has been signed and approved by the owners.

DECLARANT: CUCHARA PASS RANCH  
BY: L. Otto Gonzalez Owner

ATTEST: Jacqueline M. Gonzalez Owner

STATE OF COLORADO )  
                          ) S.S.  
COUNTY OF HUERFANO )

On this 15<sup>th</sup> day of November, 1993, before me personally appeared L. Otto Gonzalez, and Jacqueline M. Gonzalez to me of Las Animas, Colorado, who executed the within instruments, and who acknowledged the same to be their free act and deed.

J. Alan B. Baker  
Notary Public  
My Commission Expires: 5-23-94

