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Reception No. 256880 Date NOV 9 - 1984
Elbert County Recorder
By *[Signature]* At 1:40 P.M.

PROTECTIVE COVENANTS OF WESTERN

COUNTRY RANCHES FIRST ADDITION SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this 9th day of October, 1984, by Western Country Development Corporation, a Colorado corporation hereinafter referred to as "Declarant".

RECITALS

A. Declarant is the record owner of certain real property located in Elbert County, Colorado, (the "Property") described more particularly in Exhibit "A", attached hereto, and desires to create thereon an exclusive residential community for the benefit of said Property and the Owners thereof.

B. Declarant desires to insure the attractiveness of the individual Lots and Tracts within the Property, to prevent any future impairment thereof, to prevent nuisances, and to preserve, protect and enhance the values and amenities of the Property. In order to achieve this, the Declarant is desirous of subjecting the Property (together with such additions as may hereafter be made thereto, as provided in Article II) to the covenants, conditions, restrictions, easements, charges, and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof.

C. In order to preserve, protect and enhance the values and amenities in the Property, and to insure the residents' enjoyment of the rights and privileges inherent in ownership of a portion of the Property, the Declarant has deemed it desirable to create an organization, and may hereafter create other organizations and designate other parties and entities to which shall be delegated and assigned the powers of owning, maintaining, enforcing and administering the covenants and restrictions herein set forth, together with collecting, disbursing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under the laws of the State of Colorado as a not-for-profit corporation, The Western Country Ranches Homeowners Association, for the purpose of exercising the aforementioned functions with respect to the Property, as designated by Declarant of the plat of the Property as recorded (or to be recorded) in the records of Elbert County, State of Colorado.

D. As part of the development of the Property, the Declarant may further provide that the aforesaid Association hold and maintain certain portions of the Property for the benefit of the owners thereof, which property may be established for, among other things, the creation of roads, drives, paths, entrance areas and signs, and the like; which areas and facilities shall be referred to herein as "Common Area".

E. The Property subject to these protective covenants are subject to certain water restrictions and requirements pertaining to the lower Dawson aquifer. Said restrictions and requirements shall be strictly enforced by the Western Country Ranches Homeowners Association and shall have full effect and control over the utilization of well waters in Western Country Ranches First Addition. The restrictive water usage requirements affecting the utilization of ground waters on the properties located within the Western Country Ranches First Addition are set forth as follows:

1. No more than two horses may be maintained on any lot in Western Country Ranches First Addition.
2. No more than 6,000 square feet of land may be irrigated for either lawn or garden on each of the 129 lots and outlots A and B set forth on the plat of Western Country Ranches First Addition and no other irrigation will be permitted.
3. The total amount of ground water extraction for all uses on said lots, including domestic, watering of livestock and irrigation shall be limited to annual gross extraction of 89.08 acre-feet per year for all 129 lots comprising said subdivision. The allocations within the overall total allowable extraction for each lot within said subdivision is as follows:
 - a. Domestic in-house usage - 0.29 acre-feet of water per year per lot.
 - b. Watering of livestock, maximum two head of horses - 0.04 acre-feet of water per year.
 - c. Irrigation of a maximum of 6,000 square feet of lawn or garden - .35 acre-feet of water per year per lot.
4. The total water requirements allocable to the 129 lots affected by these restrictive water usage requirements is 89.08 acre-feet of water per year.
5. Any permit issued by the office of the State Engineer of the State of Colorado shall contain the water restrictions and conditions as are set forth above.

NOW THEREFORE, the Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights (sometimes referred to herein as "Covenants and Restrictions" or as the "Declaration"), hereinafter set forth, all of which shall run with the land.

ARTICLE I Definitions

The following words when used in this Declaration or any supplementary declaration (unless the context shall prohibit or

there shall be a specific statement to the contrary) shall have the following meanings:

A. "Single-Family Lot" shall refer to a platted lot on which there may be constructed only a single-family dwelling unit.

B. "Supplementary Declaration" shall mean any Declaration of covenants, conditions and restrictions which may be recorded by Declarant, such right being herein retained by Declarant, which: (1) supplements the provisions of this Declaration as to the Property or any portion thereof and which may contain additions, amendments and modifications to the Declaration; and (2) subjects additional property to this Declaration in accordance with Article II hereof. The term "Declaration" whenever utilized herein shall include any supplementary declarations to the extent applicable.

C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Single-Family Lot situated within the Property which is subject to these covenants and restrictions; but, notwithstanding any applicable theory relating to mortgages, deeds of trust or other liens or encumbrances upon any such property, "Owner" shall not include or refer to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure or any applicable procedure in lieu of foreclosure.

ARTICLE II
Additional Properties Which May Become Subject
to
This Declaration

Section 1. Additions to the Property. Additions may be made to the Property in any of the following ways:

A. The Declarant shall have the right, but shall be under no obligation except as hereinafter provided, to bring within the scheme of this Declaration, and make subject to the provisions hereof, additional properties. Such properties may contain General Common Properties, or additions thereto, which shall be owned by Western Country Ranches Homeowners Association (hereinafter referred to as "WCRHA").

B. The additions (or changes in the scheme of the Property, as the case may be) authorized under this subsection shall be made by filing of record supplementary declarations with respect to the additional properties, or with respect to the Property, as the case may be, which shall extend the coverage of the covenants and subject such additions to assessment for their just share of WCRHA expenses.

C. Notwithstanding anything contained herein or in any supplemental declarations to the contrary, Owners of the fee simple title to any Single-Family Lot or any additional properties

hereinafter added to this Declaration as aforesaid, shall be subject to assessment for their just share of WCRHA expenses. Furthermore, all additional properties added to and brought within the scheme of this Declaration will include their fair share of General Common Properties and facilities, and be at least of similar quality and character to those established within the Property, and all residents of all property covered hereby as hereinafter provided, and subject to the limitations hereinafter provided, shall have the right to use and enjoy the same.

Section 2. Pursuant to Merger. Any successor in interest to WCRHA may administer the covenants and restrictions established by this Declaration within the Property, together with the covenants and restrictions under any other real properties, as one scheme. No such merger or consolidation, however shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Property except as hereinafter provided.

ARTICLE III
Membership and Voting Rights
in

Western Country Ranches Homeowners Association

Section 1. Membership. Every person or entity who is a record owner of a fee simple title or undivided interest in any Single-Family Lot within the Property shall automatically be a member of WCRHA, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Further, every person who is an occupant of any Single-Family Lot within the Property shall automatically be a member of WCRHA.

Section 2. Voting Rights. WCRHA shall have two classes of voting membership:

Class A: Class A members shall be all of the Owners as defined in Section 1 of this Article, with the exception of the Declarant, and all of the occupants of Single-Family Lots. The Declarant may, however, become a Class A member upon termination of its Class B membership as hereinafter provided. Class A members shall be entitled to either:

1. One vote for each Single-Family Lot; or
2. One vote for each Single-Family Lot occupied.

When more than one person holds an ownership interest or interests in any Single-Family Lot, all such persons shall be members, and the vote provided for herein shall be exercised as they among themselves determine. Similarly, when more than one person occupies a Single-Family Lot, all such persons shall be members, and the vote provided for herein shall be exercised as they among themselves determine. An owner of a vacant Single-Family Lot shall be entitled to one vote. Upon completion of construction of a Single-Family Dwelling, the Owner, whether an occupant or not, shall be entitled to a vote in the WCRHA whether he, in fact, occupies the Property or not. In no event shall more than one vote be cast with respect to any Single-Family Lot.

Class B: The Declarant shall be the sole Class B member. The Class B member shall be entitled to 129 votes in WCRHA. The Class B membership shall cease and terminate upon the happening of any of the following events, whichever first occurs:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
2. On the 31st day of December, 1988; or
3. At such time as Declarant voluntarily relinquishes its Class B membership rights.

From and after the happening of any of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member entitled to one vote for each Single-Family Lot in which it holds an ownership interest as required for membership under Section 1 hereof.

ARTICLE IV

Covenants for Maintenance and Assessment

Section 1. Indemnification. Each director and officer of the WCRHA shall be indemnified by the WCRHA against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceedings to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of WCRHA. The indemnification shall not apply if the said person is legally adjudged guilty of willful misfeasance, gross negligence, or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board of WCRHA approves such settlement. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled. The words "director" and "officer" in this paragraph shall not include any officer, director, agent, or employee of the Declarant or any managing agent, or any officer, director, employee or agent of any managing agent heretofore or hereafter employed by WCRHA and acting in such capacity.

Section 2. Professional Management. WCRHA may obtain professional management for the Property; however, any agreement for professional management of the Property, or any contracts providing for services of the Declarant for the same may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee upon at least thirty (30) days written notice.

Section 3. Rights of Western Country Ranches Homeowners Association, Transfer of Functions. With respect to the WCRHA and the Property, WCRHA shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle WCRHA to enter into common management agreements with other similarly situated associations, both within and without the Property.

Unless otherwise specifically prohibited herein or within the Articles of Incorporation or Bylaws of the WCRHA, any and all functions of the WCRHA shall be fully transferable in whole or in part to any such other association referred to in this Section. However, any of the above actions shall require the consent of two-thirds (2/3) of the total votes of all directors of WCRHA and shall not relieve the Board from any responsibility thereof.

Section 4. Board of Directors. The affairs of the WCRHA shall be managed by a Board of Directors which may, however, by resolution, delegate any portion of its authority to an Executive Committee or an officer, manager or director for the WCRHA (including, without limitation, the Architectural Review Committee).

Section 5. Articles of Incorporation and Bylaws. The purposes and powers of WCRHA and the rights and obligations with respect to memberships may and shall be amplified by provisions of the Articles of Incorporation and bylaws of the WCRHA. Such Articles and Bylaws may include any reasonable provisions with respect to notices, record dates and quorums for meetings of directors and members, but no such provisions may be inconsistent with any provision of this Declaration.

Section 6. Duties of the Western Country Ranches Homeowners Association. Subject to and in accordance with this Declaration, the WCRHA shall have and perform each of the following duties for the benefit of the members of the WCRHA:

A. Association Property. To accept, own, operate and maintain all property, real and personal, which may be conveyed to it by Declarant, together with all improvements of whatever kind and for whatever purpose consistent with this Declaration.

B. Title to Property Upon Dissolution. To pay over or convey, upon dissolution of the WCRHA, the assets of the WCRHA to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.

C. Repair and Maintenance of Western Country Ranches Homeowners Association Property. To maintain in good repair and condition, all lands, improvements, and other WCRHA property owned by the WCRHA.

D. Payment of Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by the WCRHA, to the extent that such taxes and assessments are not levied directly upon the members of the WCRHA. The WCRHA shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

E. Insurance. To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount, or as otherwise required hereunder.

F. Maintenance of Entrances, Roads, Streets, and Common Areas. The WCRHA shall maintain the entrance areas, roads, streets, pathways, grounds and improvements on all Common Areas (if any), provided that the WCRHA shall not be so obligated to the extent such items are dedicated and/or deeded to and accepted by a local or county governmental entity. Additionally, the WCRHA shall have the authority to make such dedications of Common Areas to such governmental entities.

G. Rules. To make, establish and promulgate, and in its discretion to amend, repeal and re-enact, such Rules, not in contradiction of this Declaration, as it deems proper covering any and all aspects of its functions, including the use of the WCRHA property. Each member shall be entitled to examine such Rules at any time during normal working hours at the principal office of the WCRHA.

H. Architectural Review Committee. To appoint and remove members of the Architectural Review Committee as provided in this Declaration, and to insure that at all reasonable times there is available a duly constituted and appointed Committee.

I. Enforcement of Water Usage. To assure that owners, collectively and individually, do not exceed the available and permitted groundwater supply for the Property and/or the respective portion thereof, including, without limitation, the drawing of groundwater only from the permitted aquifer(s) set forth on the owner(s) respective well permit in such amounts, quantity and/or frequency so proscribed, the development of only one well per lot or tract or groupings of lots or tracts in the Property as proscribed herein or in any supplementary declaration, and the irrigation of only that portion of the respective lot or tract so permitted. Provided, however, that in the event a lot or tract has a well in place and operational as of the recordation of this Declaration, said well on the respective lot or tract shall be deemed excluded for purposes of this subsection.

J. Enforcement Hereof. To enforce, in its own behalf and on behalf of all owners, all of the covenants, conditions and restrictions set forth in this Declaration under an irrevocable agency, hereby granted, coupled with and interest as beneficiary of said covenants and restrictions, and as assignee of Declarant, and to perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of this Declaration.

K. Greenbelt Easement. The greenbelt easement as shown on the recorded plat of Western Country Ranches First Addition is hereby declared to be open space for the use and enjoyment of the owners of property within Western Country Ranches and is hereby reserved for a drainage easement and further reserved for pedestrian and/or equestrian trails or uses. It shall be the responsibility and obligation of the WCRHA to assure that no motor vehicles of any type whatsoever, except maintenance equipment used for the purpose of maintaining the greenbelt easement, shall be permitted within the boundaries of the greenbelt easement and to assure that no structures, including fences, shall be constructed or placed within the boundaries of the greenbelt easement.

L. Other. To carry out all duties of the WCRHA set forth in this Declaration or the Articles or Bylaws of the WCRHA.

M. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Single-Family Lot within the Property, other than Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed therein, or by acceptance of any other conveyance thereof (except a conveyance in connection with the establishment of a mortgage) shall be deemed to covenant and agree to pay to the WCRHA in which it shall be a member (1) annual assessment or charges; (2) special assessments for capital improvements or maintenance thereof; and (3) special assessments to provide for costs incurred by virtue of unforeseen emergencies, such as, but not limited to, unusual snowfalls or heavy rains. All assessments herein provided for shall be assessed by the WCRHA. The annual assessments shall be levied on an annual basis, and a special assessment shall be levied from time to time when and as determined by the Board of Directors of the WCRHA in accordance with its Bylaws. All the assessments described aforesaid together with such interest thereon and costs of collection thereof as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, subject to foreclosure in accordance with applicable law, but any such lien shall be subordinate to any valid mortgages or deeds of trust affecting such property. Each such assessment, together with such interest thereon and costs of collection thereof shall also be the personal obligation of the person or persons who are the Owners of such property at the time when the assessment falls due, and in the event that there is more than one Owner thereof, then such obligations shall be just and several. In no event shall the Declarant be obligated to pay any annual or special assessments for any Single-Family Lot.

N. Purpose of and Use of Annual Assessments or Charges. The annual assessments or charges levied under this Article

as provided for in Subsection M above shall be used first for improvements to the greenbelt easement as described in subsection K above and for the maintenance of said greenbelt easement and second for the purposes of promoting the recreation, health, safety and welfare of the residents of the property, and in particular, for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon, the repairs, replacement and additions thereto, the costs of labor, equipment, materials, management and supervision thereof, for the providing of recreational facilities, for the provision of services to the Owners of the Lots including, but not limited to, garbage and trash collection, lighting of streets, and for such other needs of WCRHA and Lot Owners as may arise including a reasonable provision for contingencies and replacements.

O. Special Assessments for Capital Improvements and Emergencies. In addition to the annual assessments described aforesaid, WCRHA may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Properties, including the necessary fixtures and personal property related thereto, or for the purpose of defraying in whole or in part the costs of any construction or reconstruction, unexpected repair or replacement, including land rehabilitation or restoration, due to any emergencies.

P. Capital Contributions for Improvements, Repairs and Replacements. In addition to the annual or special assessments described aforesaid, WCRHA may levy in any assessment year, either as part of the annual assessment or the special assessment, an assessment to be set aside as a reserve for future capital expenditures, including major repairs to or replacements of improvements. Any funds so collected shall be designated by the Board of Directors of WCRHA as capital contributions to WCRHA by the members thereof and shall be segregated and placed in a separate bank account of WCRHA to be utilized solely for the purposes aforesaid.

Q. Due Date of Commencement and Determination of Annual Assessments and Assessment Deposit. The annual assessments provided herein shall commence on such date as is specified in the Bylaws of WCRHA or in any supplementary Declaration hereto affecting a particular parcel of property brought within the scheme of this Declaration. Assessments shall be on a full fiscal year basis, commencing October 1st of each year and ending September 30th

of each year. At least 30 days in advance of each fiscal year, the Board of Directors shall fix the amount of the annual assessment against each Single-Family Lot by estimating the net charges and expenses to be incurred by WCRHA for the purposes set forth in this Declaration. The annual assessment shall be due and payable in such installments as are required by the Bylaws of WCRHA with an amount equivalent to three months' assessments deposited with WCRHA at the time of the first conveyance of any Single-Family Lot from the Declarant to any purchaser thereof, and which deposit shall not bear interest and may be credited towards any annual or special assessments upon the commencement thereof. The annual and special assessments shall be in such amounts as are fixed by the Board of Directors of WCRHA as aforesaid. The initial annual assessment shall be \$48.00 per year, said amount to be increased or decreased in the discretion of the Board of WCRHA. Separate due dates may be established by the Board of Directors of WCRHA for special assessments as defined hereunder as long as they are made 30 days in advance of such special assessments and shall be paid in a manner determined by said Board of Directors. Written notice of the annual and any special assessments shall be sent to every owner subject thereto as soon as the amounts are determined.

R. Effects of Non-Payment of Assessments and Personal Liability of Owner. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred.

If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the due date at the rate of 12% per annum, and WCRHA may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against the Property and there shall be added to the amount of such assessment all costs incurred by WCRHA in foreclosing the lien or in collecting the amount owing, including any reasonable attorney fees.

5. Subordination of the Lien to Mortgage. As provided aforesaid, the lien of the assessments provided for herein shall be subordinate to the lien of any mortgages now or hereafter placed upon the property subject to assessment, provided, however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessments.

ARTICLE V.
Approval of Plans

Section 1. Architctural Review Committee.

(a) There is hereby established an Architectural Review Committee consisting of a minimum of three members and a maximum of five members. The initial Architectural Review Committee is hereby constituted and its members shall be three named individuals, and the office of the Committee shall be maintained at _____ . Any member of the Committee may assign his or her authority to a new member provided the assignment has the ratification and approval of the remaining Committee members. The initial members of the Committee shall have the authority to appoint additional members as the need arises by a majority vote of the initial members and may also fill any vacancy which may occur. The vote of the majority of the members shall constitute the action of the Architectural Review Committee.

(b) No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Lot, nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed on any Lot, until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout and all exterior elevations, materials and colors, landscaping, grading, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or the Owner's authorized agent.

(c) Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the property, and conformity of the plans and specifications to the

purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require and approve landscaping plans. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

(d) If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within 30 days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification.

(e) Neither the Architectural Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover such damages. Approval by the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Review Committee to comply therewith.

(f) Until December 31, 1988, unless voluntarily relinquished at an earlier date, the Declarant, in its own name and on behalf of the Architectural Review Committee shall have the right to enforce these covenants, conditions and restrictions. Additionally, until the date aforesaid, at the request of the Declarant or at the request of the Architectural Review Committee at any time during the duration of these covenants, WCRHA shall have the right to enforce these covenants pursuant to Article VI hereof. Declarant reserves the right to transfer at any time its duties or the responsibilities of the Architectural Review Committee, or both, pursuant to these covenants, to WCRHA, whereupon said WCRHA shall have the right and the duty to enforce these covenants and to restrain any violations hereof.

Section 2. Zoning Regulations. No land within WCRHA shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Elbert County, Colorado.

Section 3. Signs. One "For Rent" or "For Sale" sign shall be permitted no larger than 20 x 26 inches. One lot entrance gate sign of style and design as approved by the Architectural Review Committee shall be permitted. Otherwise, no advertising signs, billboards, unsightly objects or nuisance shall be erected, altered, or permitted on any tract or lot.

Section 4. Animals. No animals will be raised or bred on any Lot for commercial reasons.

(a) Household pets will be allowed. However, no more than two of any kind of animal will be allowed without approval of the Environmental Control Committee or its assigns.

(b) Horses will be allowed only if they are kept corralled in an area not to exceed 1,500 square feet.

(1) No more than two horses will be allowed per site without the approval of WCRHA or its assigns.

(2) Horses may be allowed to graze and pasture on a site for grass and weed control, etc., but, be advised, in order to feed a horse on this type of property, 15 acres or more per year, per animal, is required, and it is not represented as capable of extended grazing without damage to the natural grass and vegetation. Therefore, horses must be fed supplementary feeds and kept corralled.

(3) Pigs, goats and stallions are expressly prohibited in WCRHA.

(4) Other animals will be allowed only with the approval of WCRHA or its assigns.

Section 5. No Resubdivision. No Single-Family Lot described on the recorded plats shall be resubdivided into smaller tracts or lots not conveyed or encumbered as permitted on said recorded plats; however, conveyance or dedications of easement for utilities or private lanes or roads may be made for less than all of one Single-Family Lot.

Section 6. Refuse and Rubbish. Rubbish, garbage and other waste shall be kept and disposed of in a sanitary manner. No Single-Family Lot or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted.

Section 7. Underground Utility Lines. Underground utilities shall be required in all areas of the development. The Architectural Review Committee shall have the right to require the Owner to construct underground utility lines under appropriate circumstances in order to conform to the environmental and esthetic surroundings.

Section 8. Drainage. No Property Owner shall in any manner obstruct, or allow to be obstructed the drainage easement as shown on the official subdivision Plat.

Section 9. Garden. A family garden not to exceed 1,000 square feet is permissible; no additional ground is to be used for farming purposes. No more than 5,000 feet of lawn irrigation shall be permitted.

Section 10. Fencing. All fences on road frontages must be of wood or stone construction approved by the Architectural Review Committee. Fencing on all other boundaries must be of new construction; wire may be woven or barbless. If barbless, a minimum of four strands must be used. Posts must be spaced on a maximum of one rod. No electrical fences will be permitted.

Section 11. Number and Location of Buildings. No building or structures shall be placed, erected, altered or permitted to remain on any Single-Family Lot other than:

- (1) One detached single-family dwelling house; and an
- (2) Attached or approved detached garage; and a
- (3) Service-type barn or stable.

Section 12. Dwelling House to be Constructed First. At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said dwelling house and garage, and the same shall be completed within a maximum period of 9 months, excepting, however, that this period may be extended by an additional three month period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction of all buildings must be completed, including treating or painting of wood, before occupancy.

Section 13. Dwelling Size. Finished floor area of each dwelling, exclusive of porches and garages, shall not be less than 1,400 square feet. Sliding doors, windows and doors must be of a color other than natural aluminum.

Section 14. Single-Family Lot Landscape Development. Approval shall be obtained from the Architectural Review Committee, or its assigns, to cut down, clear, or kill any trees on any lot. Further, each and every Grantee agrees that all the trees cleared by him will

be disposed of in such a manner that all tracts shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a site unsightly.

Section 15. Clotheslines and Exterior Tanks. No property Owner shall place upon his premises clotheslines, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining Single-Family Lots. Protective enclosures to screen the above must be approved by the Architectural Review Committee as a part of the plans for the improvements to be located on the property.

Section 16. Used or Temporary Structures. No temporary house, mobile home or trailer shall be allowed on any Single-Family Lot; however, camping overnight on property by the Owner of that property, or his guests, is allowed. No new dwelling shall be occupied in any manner prior to its completion.

Section 17. Exterior Lighting. All exterior lighting and standards shall be approved by the Architectural Review Committee in WCRHA. Each dwelling shall have an outside lighting post which shall be located no further than 20 feet from the constructed dwelling. Any dwelling constructed must include an attached, or approved detached, two-car garage.

Section 18. Off-Street Parking. Each dwelling shall be constructed with an adequate off-street parking area for at least two automobiles per residence. No parking shall be allowed within the road right-of-way.

Section 19. Garbage Disposal, Sanitary Systems and Water Systems. Each dwelling or structure containing a kitchen shall be equipped with a garbage disposal unit. No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper public health agencies of the State of Colorado, Elbert County, WCRHA and/or the Architectural Review Committee.

Section 20. No Foundations Cinderblock or Concrete. No foundation cinderblock or concrete shall be exposed. Facing must be of wood, brick or stone; no artificial stone facing or any other manufactured product of this nature shall be allowed without the written approval of the Architectural Review Committee.

Section 21. New Construction. Only new construction will be allowed; no used buildings and no metal buildings that do not (through their appearance) enhance the environmental surroundings will be allowed.

Section 22. No Corrugated Type Metal Buildings. No corrugated type metal buildings and no metal buildings shall be allowed. The appearance of any building to be constructed on a Single-Family Lot must enhance the environmental surroundings and the Architectural Review Committee must approve or disapprove the structure and the exterior of any ancillary buildings must be constructed of similar materials and the foundation must conform to that of the main dwelling.

Section 23. Fireplaces, Chimneys and Barbeques. All fireplaces, chimneys and barbeques shall be equipped with spark arresting screens.

Section 24. Driveways and Access Roads. All driveways shall be gravelled prior to the occupancy of the dwelling. The entrance of the driveway to the dwelling shall either be constructed with a culvert of suitable dimensions or a concrete pan at the election of the Architectural Review Committee. All driveways shall be approved by the Elbert County Building Department prior to this occupancy of the dwelling.

Section 25. Interchangeability of Entities. As used herein, the term Western Country Ranches Homeowners Association (WCRHA) and Architectural Review Committee are used interchangeably and either entity would have the authority to act as provided in the preceding paragraphs concerning the restrictive covenants affecting WCRHA.

ARTICLE VI

Enforcement

Section 1. Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners and Lessees of every Single-Family Lot on the Property. These covenants, conditions and reservations may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee and as Trustee on behalf of all of the Owners of Single-Family Lots and by WCRHA upon the transfer to said WCRHA of Declarant's duties and responsibilities under this Declaration pursuant to Article V(f) hereof. Each Owner by acquiring an interest in the Property appoints irrevocably the Declarant as his attorney-in-fact for such purposes; provided, however, that if a Single-Family Lot Owner notifies Declarant in writing of a claimed violation of these covenants, conditions and restrictions and Declarant fails to act within 30 days after receipt of such notification, then, and in that event only, an Owner may separately, at his own cost and expense, enforce these covenants, conditions, and restrictions as herein provided. Violation of any condition, covenant, restriction or reservation herein contained shall give

the Declarant the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or who are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 2. Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation and may be exercised by Declarant or Single-Family Lot Owners pursuant to Section 1 of this Article.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

ARTICLE VII General Provisions

Section 1. The Term "Mortgage". The term "mortgage" when used herein shall include deeds of trust or trust deeds.

Section 2. Effect of Official Plat and Other Documents Filed With the County of Elbert. The Official Plat of the Planned Unit Development and other related documents which are on record in the office of the Clerk of the County of Elbert, or other applicable governmental agency, has the effect, and only the effect described by the Statutes of the State of Colorado, and the rules and regulations of said County. The Plat and related documents constitute part of the public controls imposed by the County upon developers, owners, residents and users of the Planned Unit Development and does not create, and is not intended to create, any private property or contract rights in the Owners and residents of the Planned Unit

Development except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers a maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plat on file in the office of the said Clerk or other applicable governmental agency describes a development which Declarant believes will provide maximum benefit to the residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Planned Unit Development and which may threaten the benefits to be derived by the residents, Owners and the public unless the Plat can be modified as prescribed by the applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plat for the Planned Unit Development and such plat continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the Statutes, rules and regulations of the County of Elbert, State of Colorado. Moreover, there is no assurance that Declarant will develop any other properties, other than as set forth in Exhibit 1 of these Declarations even though set forth in said Plat.

Section 3. Duration and Amendment.

(a) This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of 50 years from the date hereof, and shall thereafter be automatically extended for successive periods of five years unless otherwise terminated or modified as hereinafter provided.

(b) This Declaration or any provision hereof or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended as to the whole of the Property or any portion thereof, with the written consent of the members holding at least 75% of membership in WCRHA during the first 25 year period of these covenants and thereafter by not less than 66 2/3% of membership in WCRHA; provided, however, that no such termination, extension, modification or amendment shall be effective in any event prior to December 31, 1988, without written approval of Declarant. No amendment of these covenants, conditions, restrictions or reservations shall be effective unless the instrument evidencing such amendment is sent to every member of WCRHA at least 60 days in advance of any action taken. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners (and by Declarant as required herein) in the office of the Clerk and Recorder of Elbert County, Colorado.

Section 4. Easements and Rights-of-Way for Service and Maintenance of Western Country Ranches Homeowners Association. WCRHA is hereby given the right to grant within the General Common Properties such easements and rights-of-way to such utility companies and public or private agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Property. No approval whatever need be obtained. WCRHA is also hereby given the right to grant rights-of-way over and across the Common Properties to Lot Owners in the event that it is necessary or desirable to adjust or relocate private access drives.

Section 5. Notices. Any notice required to be sent to any member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such member or Lot Owner on the records of WCRHA at the time of such mailing.

Section 6. Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to WCRHA, which will assume any or all of the duties of Declarant hereunder, and upon WCRHA' evidencing its consent in writing to accept such assignment, said WCRHA to the extent of such assignment, shall assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant hereunder. Upon such assignment, and to the extent thereof, Declarant shall thereafter be relieved from all liabilities, obligations and duties hereunder.

Section 7. No Waiver. All of the conditions, covenants, restrictions and reservations contained in this Declaration of covenants, conditions, restrictions and reservations shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions or reservations or any part thereof, is invalid, or for any reason become unenforceable, no other conditions, covenants, restrictions or reservations or any part thereof shall be thereby affected or impaired.

Section 8. Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarant, the Lot Owners located within the property and their respective heirs, successors, personal representatives and assigns.

Section 9. Severability. Invalidation of any one of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provision, all of which shall remain in full force and effect.

Section 10. Singular and Plural. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter as the context requires.

Executed this 19th day of October, 1984, by Jack W. Childs, as President, and Leslie Berends, as Vice President, of Western Country Development Corporation, a Colorado corporation.

WESTERN COUNTRY DEVELOPMENT CORPORATION

By Jack Childs
Jack Childs, President

ATTEST:

Jack Childs
Secretary

By Leslie E. Berends
Leslie Berends, Vice President

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

Subscribed and sworn to before me this 19th day of October, 1984, by Jack Childs, President, and Leslie Berends, Vice President, of Western Country Development Corporation.

Witness my hand and official seal.

My commission expires: 7-19-87



Dale J. Robertson
Notary Public

Address: 36203 Lewis Rd.
Elbert, CO 80127

PROPERTY DESCRIPTION

A parcel of land situated in Section 36, Township 7 South, Range 65 West of the 6th Principal Meridian, Elbert County, Colorado, more particularly described as follows:-

Beginning at the Northwest corner of Section 36 and considering the West line of said Section 36 to bear $50^{\circ}07'53''$ W with all bearings contained herein relative thereto;

Thence $50^{\circ}07'53''$ W along said West line a distance of 2544.26 feet to the West 1/4 corner of said Section 36;

Thence continuing $50^{\circ}07'53''$ W along said West line a distance of 808.16 feet to the Northwest corner of Western Country Ranches as recorded in the Elbert County Clerk and Recorder's office per Reception Number 250357;

Thence along the North boundary of Western Country Ranches for the following eleven courses:

1. Thence along the arc of a curve to the left a distance of 213.32 feet, said curve has a radius of 241.96 feet and a central angle of $50^{\circ}33'52''$ to a point of tangent;
2. Thence $N39^{\circ}37'01''$ E along said tangent a distance of 108.03 feet to a point of curve;
3. Thence along the arc of a curve to the right a distance of 184.07 feet, said curve has a radius of 429.34 feet and a central angle of $24^{\circ}33'30''$ to a point of tangent;
4. Thence $N64^{\circ}10'31''$ E along said tangent a distance of 83.51 feet to a point of curve;
5. Thence along the arc of a curve to the left a distance of 207.18 feet, said curve has a radius of 727.97 feet and a central angle of $16^{\circ}10'24''$;
6. Thence $S9^{\circ}51'55''$ E a distance of 345.09 feet;
7. Thence $S89^{\circ}32'39''$ E a distance of 1957.83 feet;
8. Thence $N76^{\circ}11'25''$ E a distance of 1216.06 feet;
9. Thence $N1^{\circ}19'02''$ E a distance of 250.57 feet;
10. Thence $N1^{\circ}13'35''$ E a distance of 1213.60 feet;
11. Thence $N73^{\circ}26'11''$ E a distance of 969.57 feet to the Northwest corner of Western Country Ranches and to a point on the West Right of Way line of County Road No. 13;

Thence along said West Right of Way line to the point of beginning:

1. Thence $N26^{\circ}02'09''$ W a distance of 394.65 feet;
2. Thence $N25^{\circ}03'53''$ W a distance of 187.23 feet;
3. Thence $N20^{\circ}16'51''$ W a distance of 132.83 feet;
4. Thence $N14^{\circ}38'30''$ W a distance of 167.73 feet;
5. Thence $N7^{\circ}46'23''$ W a distance of 174.40 feet;
6. Thence $N1^{\circ}24'14''$ W a distance of 162.95 feet;
7. Thence $N4^{\circ}29'41''$ E a distance of 199.42 feet to a point on the North line of aforesaid Section 36;

Thence $N89^{\circ}48'03''$ W along said North line a distance of 4512.31 feet to the point of beginning;

Containing 323.40 acres, more or less.

