

## DECLARATION OF PROTECTIVE COVENANTS

for

### SCHULZE RANCH

Leslie F. Schulze and Myrtle F. Schulze, the owners of real property situated in the County of Custer, State of Colorado, known as Schulze Ranch, as shown by the plats and/or maps thereof recorded with the County Clerk and Recorder, Custer County, Colorado, in order to protect the living environment and preserve the values in said development, hereby declare that the development 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 respective successors in interest of the present owners.

I. **INTENT:** It is the intent of these Covenants to protect and enhance the value, desirability and attractiveness of said property. 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.

The property affected by these Covenants is legally described as follows: See Attached Schedule A\* and is hereinafter referred to as Schulze Ranch.

II. **HOMEOWNERS ASSOCIATION:** Schulze Ranch Homeowners Association is a Colorado not-for-profit corporation and will be operated pursuant to the By-Laws of the association, as the same may be changed or amended from time to time by vote of the members.

(a) **MEMBERS:** Every property owner of property in Schulze Ranch will automatically be a member of the Homeowners Association. For purposes of these Covenants a property owner is one who holds an interest in a lot in Schulze Ranch by reason of a Deed or Installment Land Contract (Agreement for Sale and Purchase of Property).

(b) **PURPOSE:** The purpose of the association is to use its authority, as given in the By-Laws:

- 1) To administer and uphold these Protective Covenants.
- 2) To assess and collect fees.
- 3) To maintain roads.
- 4) To represent all owners in matters of mutual interest.
- 5) To administer and lease grazing rights.

(c) **LIEN FOR ASSESSMENTS:** Should any property owner fail to pay assessments when due, the Homeowners Association may file and record a lien against the owner for collection purposes, which shall be foreclosed in the matter provided by statute for mechanics liens.

The developers of Schulze Ranch shall not be required to pay annual dues, or any other assessments, during the development and sale of lots on undeveloped lots for sale. If they should retain and build on a lot for personal use, then they shall be assessed fees and dues on the same basis as other lot owners.

III. **DWELLINGS:** No permanent structure shall be built on Schulze Ranch which is less than 1000 square feet, unless such structure is given prior approval from the Homeowners Association. No structure shall be constructed on Schulze Ranch for any commercial activity. All dwellings shall be of new construction. No building or other structure shall be constructed, erected or maintained, nor shall any addition or alteration thereto be made until the complete plans and specifications have been submitted to and approved by the Board of Directors of the Homeowners Association. Plans shall be submitted at

least 30 days prior to the commencement of construction and shall be deemed approved unless rejected, or unless additional information is requested, within 30 days. All lots shall be used for residential purposes only.

In passing upon such plans and specifications, the Board of Directors shall take into consideration: (a) the suitability of the proposed building or other structure and the materials with which it is to be constructed; (b) the harmony thereof with the surroundings; (c) the effect of the building or other structures, as planned, on the view from adjacent or neighboring lots, and (d) any matter concerning drainage around the lot and adjacent lands.

IV. **RESUBDIVISION:** No lot shall be resubdivided nor shall any more than one residential unit (together with necessary outbuildings approved by the Homeowners Association) be erected on any one lot.

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

VI. **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.

VII. **EASEMENTS:** A six foot utility easement is set aside on each side of all side and common rear lot lines. A twelve foot utility easement is set aside on the interior side of all exterior lot lines. Said easements run with the land and may be used for the benefit of other owners of land within Schulze Ranch.

VIII. **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 nuisance of any kind whatsoever to exist on his property. In case of a dispute, at the request of an owner, the Board of Directors of the Homeowners Association shall make the final determination of what constitutes a nuisance.

IX. **ANIMALS:** Livestock and poultry may be kept solely for the personal use of each lot owner, providing no animals, livestock or poultry shall be kept for commercial purposes. Commercial feed lots and swine are prohibited in Schulze Ranch. All animals on lots, other than dogs or cats, must be fenced in, and the Colorado law of fencing out shall not apply.

X. **MOTOR VEHICLES:** No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on Schulze Ranch, unless said vehicle is kept or stored in a fully enclosed building.

XI. **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 per calendar year.

XII. **MOBILE HOMES:** Neither mobile nor modular homes shall be permitted on any lot within Schulze Ranch. All homes must be placed on a permanent foundation.

XIII. **LAND USE:** Commercial wood harvesting, mining (including removal of soil, gravel or rock) is prohibited, except as herein provided. No trees (except dead timber) may be cut without advanced written permission of the Homeowners Association. Developers shall be permitted to complete the open pit mining project currently in operation on Lot 2 of the subdivision. Upon completion or abandonment

of the project, developers shall be responsible for reclamation of the property in accordance with local and state regulations.

XIV. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity by either the Homeowners Association or any individually aggrieved owner of property in Schulze Ranch against any person or persons violating or attempting to violate any Covenant. In validation of any of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event legal action is necessary, the prevailing party shall be entitled to its costs, including attorney’s fees, which may be enforced by lien as provided in Paragraph II(c) above.

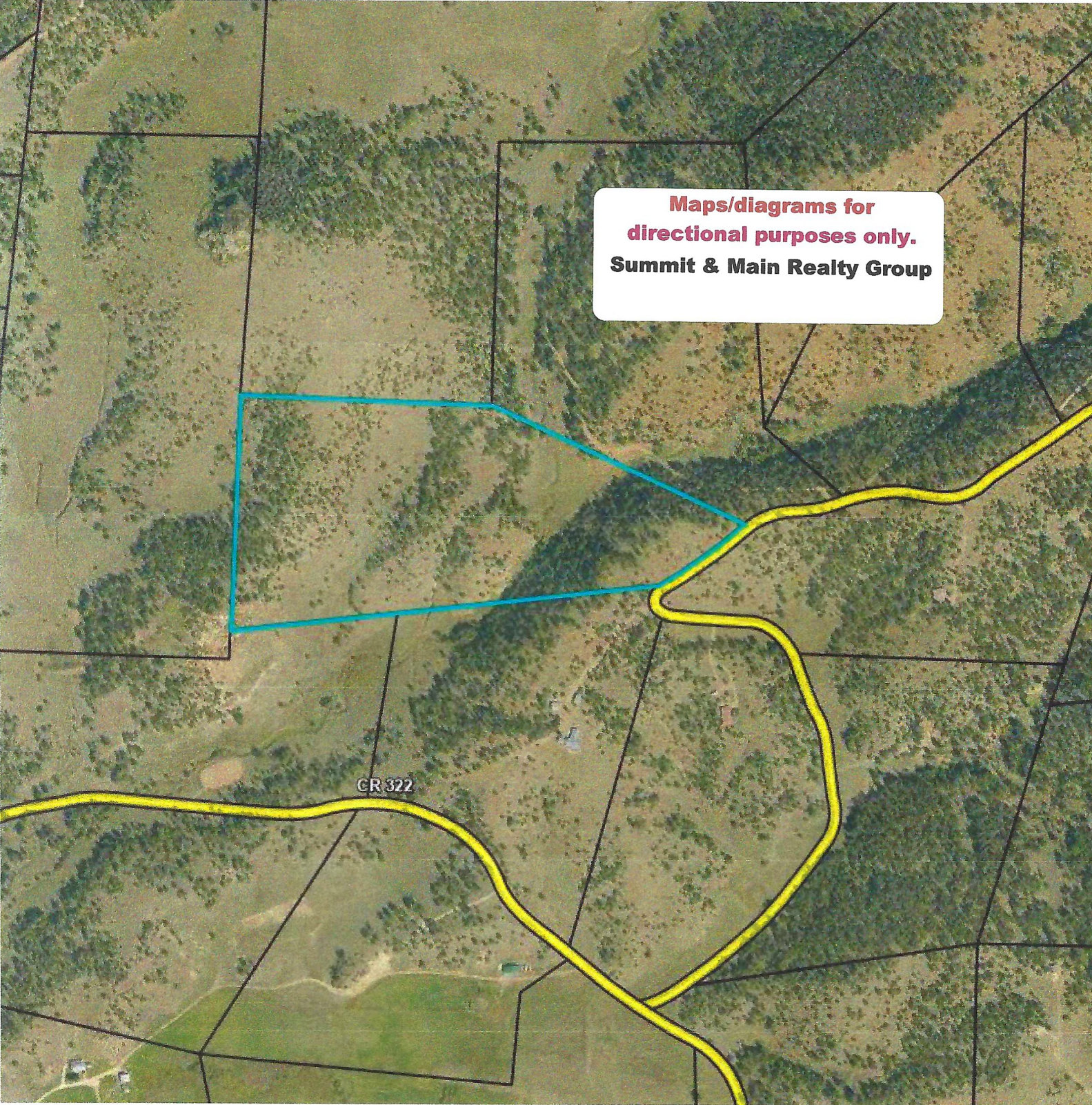
XV. **TERMS OF COVENANTS:** These covenants and restrictions run with the land and shall remain in full force and effect for twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, changing said covenants in whole or in part. The purchaser(s) of each lot within Schulze Ranch shall be entitled to one vote per lot owned as set forth in the By-Laws of the Homeowners Association.

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

[signed] Leslie F. Schulze and Myrtle F. Schulze

[notarized]





**Maps/diagrams for  
directional purposes only.  
Summit & Main Realty Group**

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