

SILVER CLIFF RANCH
PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

SILVER CLIFF LAND AND CATTLE COMPANY (Declarant) is the owner of that certain property described as SILVER CLIFF RANCH, a portion of which is shown by the plat thereof recorded in the records of Custer County, Colorado. Declarant intends to sell, dispose of and convey the lots as set forth and delineated on such plat, and desires to subject those lands and the lots comprising said lands to the protective covenants, conditions, restrictions and reservations hereinafter set forth and referred to as "covenants."

NOW, THEREFORE, Declarant does hereby establish a general plan for the protection, maintenance, development and improvement of said land and such covenants are for the mutual benefit of all lots now comprising said land, and Declarant has fixed, and does hereby establish the covenants upon said land for the mutual benefit of the lots comprising said property and of each owner thereof, and such covenants shall run with the land and shall inure to and pass with each and every parcel or lot therein, and shall apply to and bind the respective owners, their successors and assigns.

SAID COVENANTS ARE AS FOLLOWS:

1. BUILDING LOCATION. Said land shall be used for residential purposes only and no residential building shall be permitted which shall house more than one family. No building shall be erected nearer than thirty (30) feet to any boundary along a street, or nearer than twenty-five (25) feet to any of the other boundary lines of said lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building. No lot is to be resubdivided into smaller tracts or lots or conveyed or encumbered in any size less than the full dimensions shown on the recorded plat.

2. BUILDING SIZE. No main residential structure shall be permitted on any lot, the habitable floor space of which, exclusive of basements, porches and garages is less than 550 square feet. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal building shall be permitted. However, no used or previously erected or temporary house, structure, or nonpermanent outbuilding shall be placed, erected or allowed to remain on any of the land except during construction periods and no dwelling house shall be occupied in any manner prior to its completion. Tents, trailers and campers will be permitted for vacation use for short periods of time prior to or during home construction.

3. ANIMALS. Ordinary household pets may be kept on said lands. Horses may be kept only on such lots as have obtained a well permit authorizing the watering of horses. No lot may have greater than two horses per lot. All other animals may be kept only with the prior written permission of the Declarant.

4. EXTERIOR. Any building erected upon any of said lots shall be sided with brick, stone, wood, or combination thereof, shall be roofed with wood, asbestos, or tile shingles and shall be of earth and/or subdued colors.

5. TIME OF CONSTRUCTION. Once construction has been initiated on any structure, including walls, fences, residences, ancillary buildings or other structures, construction of that particular structure shall be completed within one (1) year of the time such construction was initiated. Such time periods may be extended under unusual circumstances in the discretion and with the written approval of Declarant.

6. SEWAGE. No sewerage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used in any tract unless fully approved as to design, capacity, location, and construction by all proper public health agencies of the State of Colorado and the Town of Silver Cliff and by Declarant. All such sewage disposal systems, sanitary systems, cess pools, or septic tanks shall be of the non-evapo-transpirative type, and any leach fields shall be constructed below the normal root zones of ordinary plants.

6.5 WATER. The provision of obtaining water for any lot shall be the responsibility of the individual property owner. Water to all lots shall be provided by way of individual or multiple unit wells. All future well permits shall provide that water withdrawal from all wells will be used only for in-house purposes and for occasional livestock watering of horses. Use of water for any purpose outside the dwelling unit, such as for swimming or wading pools, irrigation of trees, shrubs, lawns, or car washing is prohibited hereafter. All property owners, before submitting an application for well permit, shall have same approved by the Declarant or any homeowner's association created subsequent hereto. Once said well application is approved by the State engineer, a copy of same shall be provided to the Water Court, Water Division No. 2, by each property owner receiving said well permit. Each property owner shall install a water meter or other measuring device satisfactory to the Division Engineer and provide access to same by the Division Engineer and readings of same as may, from time to time, be required by the Division Engineer. Property owners will be bound by all of the provisions of the Findings of Fact, Conclusions of Law, Judgment and Decree, District Court, Water Division 2, State of Colorado, Case No. 84CW4 as same may be applicable to them.

6.6 WELL PERMITS. All well permits must be submitted to Silver Cliff Land and Cattle Company, or a successor homeowner's association, for its approval prior to submission to the State of Colorado. To receive approval by Silver Cliff Land and Cattle Company, a building permit must accompany the well permit application. Silver Cliff Land and Cattle Company, or a successor homeowner's association, may waive the requirement of a building permit if it determines that conditions warrant. The well permit should also be accompanied by the appropriate filing fee as required by the State of Colorado.

7. NUISANCES. Said land shall not be occupied or used for any commercial or business purposes nor for any noxious or offensive activity and nothing shall be done or permitted to be done on said land which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands including the disposal of trash and junked cars. L.P. Gas tanks, oil tanks, garbage and trash containers must be underground or placed in walled-in areas so as not to be visible from adjoining properties or from public streets.

8. ZONING INFLUENCE. All zoning and other laws, rules and regulations of any government under whose jurisdiction said land lies are considered to be a part hereof and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

9. HUNTING. No hunting will be allowed within the boundaries of Silver Cliff Ranch.

10. TERM. These covenants shall be binding on all owners of said land until such time as they are amended. These covenants may be changed at any time by an amendment signed by the ownership of a simple majority of the lots.

11. ENFORCEMENT. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants herein, either to restrain such violation or to recover damages. The Declarant, any property owner, or any subsequently formed homeowner's association shall have full power to enforce the provisions of District Court Water Division No. 2, Case No. 84CW4 and all of the provisions thereof by any proceedings at law or in equity. The Declarant or its agents, assigns, or any homeowner's association to be subsequently formed by the property owners reserve the right, whenever there shall be an obvious violation of one enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner. Such entry, abatement, or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. Declarant may assign any and all of its rights, powers, obligations, and privileges under this instrument to any corporation, association, or person.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

[signed] SILVER CLIFF LAND AND CATTLE CO., James N. Blue, President
[notarized]

