

DECLARATION OF PROTECTIVE COVENANTS

for

TIMBER RIDGE RANCH

Timber Ridge Ranch, the owner of real property situated in the County of Custer and State of Colorado, known as Timber Ridge Ranch, in order to protect the living environment and preserve the values in Timber Ridge Ranch and legally described on Exhibit A* attached hereto, does 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 comprising 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 OWNERS ASSOCIATION:** The Timber Ridge 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.

(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. Should any property owner fail to pay assessments when due, the Property Owners Association may file a lien against the owner for collection purposes.
- 3) To provide upkeep and improvements to all non-county roads in Timber Ridge Ranch.
- 4) To represent all property owners in matters of mutual interest.
- 5) To administer and lease grazing rights.

III. **DWELLINGS:** No permanent structure shall be built on Timber Ridge 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 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 within Timber Ridge Ranch, nor within twenty five feet of any side or rear line of any parcel unless approved by the Property Owners Association Board.

V. **TRASH AND RUBBISH:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Rubbish, garbage and other waste shall be consolidated away from homes in a central location. All containers shall be bear-proof and kept in a clean, sanitary condition.

VI. **UTILITY EASEMENTS:** A ten (10) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior lot lines.

VII. **NUISANCES:** No owner shall cause or allow the origination of excessive odors or sounds from his parcel. 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.

VIII. **ANIMALS:** Animals will be allowed on Timber Ridge Ranch for personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association. Dogs will be physically restrained. Pet food may not be exposed or stored outdoors. Feeding of wildlife, including birds, hummingbirds, squirrels, etc. is prohibited. Commercial feed lots and swine shall be prohibited from Timber Ridge Ranch.

IX. **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.

X. **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 in any calendar year.

XI. **MOBILE HOMES:** Mobile homes shall not be permitted on any parcel within Timber Ridge Ranch.

XII. **LAND USE:** Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five acres is prohibited. Any subdivided parcel will be covered by these Covenants and become an automatic member of the Timber Ridge Ranch Property Owners Association. Wire fencing shall be no higher than forty-two (42) inches with a fourteen (14) inch space between the first and second wire. There shall be a sixteen (16) inch space between the bottom wire and the ground.

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

XIV. **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 land owners of the tracts has been recorded, changing said covenants in whole or part.

XV. **SEVERABILITY:** Invalidation of any 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.

XVI. **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.

XVII. **COUNTER PARTS:** This instrument may be executed in a number of counter parts any one of which may be considered an original.

XVIII. **FEES AND ENFORCEMENT:** All parcels within Timber Ridge 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 \$295.00 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.

Assessments for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar year, the first year's fees will be prorated 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 and which lien may be foreclosed in the same manner as a mechanics lien.

Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer until such time as the Developer transfers his interest in and control of the Association.

[signed] Joseph M. Bradley, Timber Ridge Ranch President
[notarized]

*Exhibit A

The land referred to in these covenants is situated in the State of Colorado and is described as:

CUSTER COUNTY

TOWNSHIP 23 SOUTH, RANGE 71 WEST OF THE 6TH P.M.

SECTION 35: SE ¼; S ½ NE ¼; SE ¼ NW ¼; E ½ SW ¼; SW ¼ SW ¼

SECTION 34: S ½ S ½ (EXCEPT THE SESE)

SECTION 33: S ½ SE ¼

TOWNSHIP 24 SOUTH, RANGE 71 WEST OF THE 6TH P.M.

SECTION 2: N ½ N ½; SW ¼ NW ¼

SECTION 3: N ½

SECTION 4: N ½ NE ¼; SE ¼ NE ¼

EXCEPT LOT 1 WESTCLIFFE RANCH SUBDIVISION