

*Recorded 4-18-07
Huerfano County Clerk*

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

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For

Navajo Ranch Resorts Filing No. 2

WHEREAS, the majority of property owners in Navajo Ranch Resorts No. 2, the Plat of which is filed of record in the office of the Huerfano County Clerk and Recorder, are in favor of subjecting all lots in Filing No. 2 to certain protective restrictions, conditions and covenants, all for the use and benefit of current and future property owners, as hereinafter set forth, so that harmonious and attractive development of the property may be accomplished and that the health, comfort, safety, relaxation, convenience and general welfare of all owners and occupants may be protected and safeguarded, and in order to establish and maintain a carefully protected residential community; and

WHEREAS, the said property owners are entitled to amend the original restrictive covenants applicable to Navajo Ranch Resorts No. 2 as filed of record on April 17, 1974, as document no. 252980, Book 335, Page 817, of the records of the Clerk and Recorder of Huerfano County, Colorado; said owners hereby so amend said covenants with this Amended Declaration of Restrictive Covenants for Navajo Ranch Resorts Filing No. 2, which is intended to replace said original Restrictive Covenants.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That this Amended Declaration of Restricted Covenants for Navajo Ranch Resorts Filing No. 2, as approved by a majority of the lot owners as certified in the attached Consent to Amend Restrictive Covenants for Navajo Ranch Resorts Filing #2, which is hereby incorporated by reference and made a part hereof, shall apply to all lots within the said Navajo Ranch Resorts Filing No. 2, and further that these covenants shall be deemed to run with the land and shall be binding upon the owners, their heirs, personal representatives, successors and assigns.

I. SPECIAL AGREEMENTS AND CONDITIONS

As part of the consideration of the sale of the above-described real estate, it is specifically agreed by the parties, that:

- a) Lot Owners agree not to deface the area or cut live timber from the land except as may be necessary to clear land for the original construction of a dwelling, garage, out building, driveways, utilities and/or a defensive fire protection ring as recommended by the Huerfano County Fire Protection District. The Architectural Control Committee must approve the building plan and associated tree removal plan prior to the removal of any healthy trees. Any dead or diseased trees should be cut and removed from the land as soon as possible, and, to minimize the possibility of disease, insects and wildfires, shall not be piled on any lot.

- b) Purchaser shall furnish, and install, at his own expense, prior to construction, one or more approved culverts of a minimum length of twenty feet and a minimum diameter as recommended by Huerfano County Road and Bridge Department, for each entrance, to provide proper drainage along the right of way ditch, wherever any private drive or private access road, leading into any lot or tract in said subdivision, crosses the right of way drainage ditch. No more than three entrances from the road into any lot shall be permitted.
- c) Certain side and rear lot lines are subject to a ten (10) foot utility easement, lying ten (10) feet on either side of designated lot lines as specified and shown for the final plat of record. Certain exterior boundary lines are subject to a twenty (20) foot utility easement, as specified and shown on the final plat of record. Certain parks and natural areas are subject to a twenty (20) foot utility easement over and across designated areas, as specified and shown on the final plat of record. Said utility easements are granted for the use and benefit of public utility companies, for installation and maintenance of electric service lines, telephone lines or cables and other public utilities that may be necessary or required in the future.
- d) All parks and natural areas, as shown on the final plat of record, shall be dedicated to the subdivision, for the use, benefit and enjoyment of all lot owners, and may be dedicated to Huerfano County or to other public entities, at a future date. Owners agree not to litter or deface these areas, and to place all trash in disposal barrels, provided by the developer, or in the solid waste disposal area, hereinafter specified.

II. RESIDENTIAL AREA RESTRICTIONS

- a) No lot shall be used except for residential purposes except as specifically otherwise stated in these covenants. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling of not less than five hundred (500) square feet, and not to exceed two (2) stories in height.
- b) One attached garage or carport with a maximum of sixty (60) percent of the square footage of the dwelling, not to exceed Nine Hundred Ninety-Nine (999) square feet shall be allowed. One additional detached garage/shop may be built not to exceed Nine Hundred Ninety-Nine (999) square feet. All structures shall conform to the general architecture of the dwelling, and shall be subject to the approval of the Architectural Control Committee.
- c) Guest houses are no longer allowed according to the Huerfano County Land Development Guide.

- d) One modular or mobile home shall be permitted on any lot. Any modular or mobile home placed on any lot, as a permanent dwelling, shall have a floor area of not less than four hundred eighty (480) square feet and shall be designed and manufactured by an approved manufacturer of modular or mobile homes.
- e) Guest houses for modular or mobile homes are no longer allowed according to the Huerfano County Land Development Guide.
- f) Any manufactured (modular or mobile) home placed on any lot in the subdivision, shall have the axles, wheels, and tow hitch tongue detached and shall be placed on a foundation approved by a Colorado certified engineer, with spread footings and a solid concrete or block wall, and shall be fully skirted in accordance with Architectural Control Committee approval, in such a manner as to be classified as a permanent dwelling and shall be made subject to ad valorem tax.
- g) Domestic water shall be furnished by the Navajo Western Water District. Lot owners are encouraged to secure a copy of the District Rules and Regulations, especially when water tap installation is contemplated. Once the Water Tap has been applied for and the fee paid, the actual tapping into the system must be accomplished within the year. Water will not be available until the water meter has been installed. If the tap is not installed within the 12-month period following the purchase of said tap, and if the tap fee cost has been adjusted in the interim, the lot owner must pay the prevailing tap fee at the time of installation. The amount previously paid will be credited toward any new total. The tap purchase is not transferable to any other lot. Should the lot be sold before the installation of the purchased tap, the prepaid fee is not refundable to the owner/seller. However, the new buyer may make a request to the District Office for credit of the prepaid amount, accompanied by documentary evidence of particulars (paid by whom, when, amount and specific lot). Such credit may be granted toward the current tap fee if the information presented is consistent with District records. All tapping materials, meters, meter pits and associated hardware shall be purchased from the District by the lot owner or owner's representative at the lot owner's expense. It shall be the responsibility of the lot owner to arrange and pay for the tap installation. Specifications for tap installation will be furnished when the appropriate fees have been remitted to the Water District Office. All contractors must furnish the Water District with a copy of their current liability insurance before any work is performed. After tap installation, maintenance of the water service line from exit point of meter yoke to the residence will be the sole responsibility of the lot owner. The water meter pit and all components are the property of the Water District; therefore, the Water District will be responsible for the meter pit and all components back to the main line. Navajo Western Water District does not assume responsibility for the installation of water pressure regulators. Placement of water pressure regulators will be on the owner's side of the meter at or near the residence. The Navajo Western Water District is the owner of several parcels within the Resorts area that are retained as greenbelt/open space areas. These areas are identifiable through relevant recorded deeds and survey plats-of-record.

Several of these spaces contain well sites or other infrastructure of the water system. It shall be unlawful for any person or persons to vandalize or tamper with any premises owned by the Water District or in any manner interfere with the Water System or any part thereof (see Navajo Western Water District Rules and Regulations).

- h) Sewage disposal shall be accomplished by the construction of an individual sewage disposal system on a Lot, however, no private sewage system shall be constructed on any Lot until specifications for same have been submitted to, approved by, and a permit for the construction of same has been obtained from the Huerfano County Health Officer. Any individual sewage disposal system on any Lot shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Colorado Department of Health, Water, and Pollution Control Division. All lavatories, sinks, and water closets shall be installed indoors and connected to an outside approved sewage system. No outside toilets shall be permitted, except approved commercial chemical toilets and then only during the period of dwelling construction and prior to the completion of the permanent sewage system.
- i) Electricity shall be provided by San Isabel Electric Services, Inc. A main electrical power line shall be constructed at the rear or side of all lots in the subdivision, on the utility easements as shown on the final plat of record. The cost of construction of said electrical power lines shall be the responsibility of the developer. The individual service line, from the main electrical power line to the dwelling location in any Lot shall be the responsibility of the individual Lot owner, at the time that electricity is needed or desired. The individual Lot owner shall not be charged for the construction of said service line, however, a minimum monthly rate for electricity shall be paid to San Isabel Electric Services, Inc., each and every month, in advance, after an electric meter is installed at the dwelling site on the lot. Said minimum monthly rate shall be determined and set by the San Isabel Electric Services, Inc.

III. ARCHITECTURAL CONTROL

- a) No building shall be erected, placed or altered on any lot until the architectural plans and specifications and a plot plan showing the location of the structure on the lot have been presented to and approved by the Architectural Control Committee, as to the proposed workmanship, materials, harmony of exterior design with existing structures and location with respect to topography and finish grade elevation. Also, prior to the construction or alteration of any building on any lot, a building permit must be obtained from the Huerfano County Building Inspector.

- b) No modular or mobile home shall be erected, placed or altered on any lot until the manufacturer's plans, photographs and specifications have been presented to and approved by the Architectural Control Committee, or until the Architectural Control Committee has inspected the modular or mobile home to be placed on the lot, and has approved the same. Also, prior to the placement or alteration of any modular or mobile home on any lot, a building permit must be obtained from the Huerfano County Building Department.
- c) The Architectural Control Committee shall be composed of the Board of Directors of Navajo Western Land Co. A majority of the committee may designate and appoint a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Directors shall have full authority to appoint his successor. Replacement of any vacant position on the Architectural Control Committee shall be made by the remaining members. Any replacement member of the committee shall be a property owner in Navajo Ranch Resorts. The committee's approval or disapproval, as required, shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove the owner's submitted plans and specifications within thirty (30) days, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and related covenants shall be deemed to have been fully complied with.

IV. STRUCTURE LOCATION

- a) No building or mobile home shall be located on any lot nearer than thirty (30) feet to any front lot line, or nearer than twenty-five (25) feet to any side street lot line. No building or mobile home shall be located on any lot nearer than twenty-five (25) feet to any interior lot line, or nearer than twenty (20) feet to any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, providing, however, that no portion of any building constitutes an encroachment upon any other lot.
- b) No fence shall be constructed on any lot, or any front, side or rear lot line, without prior approval of the Architectural Control Committee. Fences constructed of peeled post and rail, vertical or horizontal boards, woven wire or chain link shall be allowed. Barbed wire fences shall be prohibited on any lot.

V. GENERAL RESTRICTIONS

- a) No one shall engage in any noxious or offensive activity on any lot, at any time, nor shall anything be done thereon, at any time, which may become an annoyance or nuisance to the neighborhood in general.

- b) No structure of a temporary nature, basement, shack, garage, barn or other outbuildings shall be used on any lot, at any time, as a residence, either temporarily or permanently.
- c) Prior to construction of a permanent residence or placement of a modular or mobile home on any lot, one self-contained camper or camp trailer shall be allowed on any lot for weekend use or during vacation periods, but in no event shall said camper or camp trailer remain on any lot more than thirty (30) days, for any one period of time.
- d) One small trailer or one construction shed shall be allowed during the period of construction of a dwelling on any lot, but not to exceed one (1) year from date of commencement of construction of a permanent dwelling. Construction begun on any lot shall be completed within one (1) year.
- e) No open fires or incineration of trash or garbage shall be allowed. No lot shall be used for the dumping of trash or garbage, and the premises shall be kept in a clean and sanitary condition at all times. All trash or garbage shall be stored in a wind proof and animal resistant container, which, if stored on or by the street, shall be screened from view. Solid waste disposal shall be the responsibility of each individual lot owner.
- f) No sign of any kind shall be displayed to public view on any lot, except that one (1) sign of not more than five (5) square feet shall be allowed on any lot, advertising the property for sale or rent or a sign used by a builder to advertise the property during the construction and sales period, and, an additional sign of not more than three (3) square feet shall be allowed for identification of address and/or the owners' name.
- g) No animals, livestock or poultry of any kind shall be raised, or bred, or kept, on any lot, except that dogs, cats or other household pets may be kept, providing that they are not kept, bred, or maintained for any commercial purpose. An equestrian area shall be provided in Navajo Ranch Resorts, Filing No. 4, and any lot owner who desires to keep a horse or horses in the development, shall stable and board same at this commercial equestrian park.
- h) The Architectural Control Committee reserves the right to permit an edifice or structure on any lot, to be used for religious purposes, as long as said structure is approved by said committee and conforms generally to the architecture and harmony of the surrounding area and will not conflict with the health, safety, comfort, relaxation, convenience, and general welfare of the lot owners.
- i) The discharge of firearms of any kind, within the subdivision shall not be permitted at any time.

- j) No junk automobiles, or, any vehicles or trailers that are not in running condition and do not display a current state license tag, shall be parked or stored, in the open, on any lot at any time. Additionally, if any lot is abandoned, vacated or condemned for more than one (1) year, all trash, incidental out buildings or storage sheds shall be removed from the property.

VI. GENERAL CONDITIONS

- a) These covenants are to run with the land and shall be binding on all persons claiming under them for a period of ten (10) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the votes cast by lot owners approves proposed changes to said covenants, in whole or in part, and such changes have been recorded. One vote per lot is allowed.

- b) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning real estate, situated in said subdivision, to prosecute under proceedings in law or in equity against the person or persons so violating the covenants, in order to restrain or enjoin the violation and thereby to enforce these covenants or recover damages for the violations thereof.

- c) Invalidation of any of these covenants by judgment or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Navajo Ranch Resorts Filing No. 2 Covenant Committee members and ballot voting witnesses have signed the attached Consent to Amend Restrictive Covenants for Navajo Ranch Resorts Filing No. 2, which is attached hereto and made a part hereof, certifying that a majority of the Navajo Ranch Resorts Filing No. 2 lot owners voted for this Amended Declaration of Restrictive Covenants, and, the undersigned have affixed their hands and seal on the day shown on the acknowledgement hereof.

NAVAJO RANCH RESORTS FILING NO. 2
COVENANT COMMITTEE.

By: William D. Odell 4/16/04
William D. Odell, Chairperson Date

By: Bill Gehrke 4/16/04
Bill Gehrke, Acting Secretary Date

STATE OF COLORADO

COUNTY OF HUERFANO

The foregoing instrument was acknowledged before me this 16TH day of April, 2004, by William D. Odell as Chairperson and Bill Gehrke, as Acting Secretary of Navajo Ranch Resorts Filing No. 2 Covenant Committee.

Witness my hand and official seal.

My commission expires: May 15, 2005

Notary Public: Shirley M. Bucca

(SEAL)


STATE OF COLORADO

) ss.

COUNTY OF HUERFANO)

The foregoing Consent to Amend Restrictive Covenants for Navajo Ranch Resorts Filing #2 was acknowledged before me this 7th day of April, 2004, by William D. Odell, Holly Koch Orrell, William Gehrke, Victoria A. Odell, Jerry Orrell, and Jill Gehrke of Navajo Ranch Resorts Filing #2 Covenant Committee, and Mary Copeland, Gerry Gearhart, and Judy Gearhart, as witnesses.

Witness my hand and official seal. My commission expires: 8/18/06.

 (SEAL)
Notary Public