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DECLARATION OF PROTECTIVE COVENANTS

FOR DELILAH PEAK

Spring Creek Mountain Ranch LLC, A Colorado Limited Liability Company the owner of real property situated in the County of Fremont, State of Colorado, hereinafter referred to as *the Property* and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in *the Property*, 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 is 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 *Delilah Peak Property Owners Association* will be operated as per the Bylaws 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 Bylaws:
 - (1) To enforce these protective covenants.
 - (2) To assess property owners annual assessments. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Parcel shall be a continuing lien, in favor of the Association upon the Parcel against which each such assessment, charge, fee or other sum is made.
 - (3) To provide upkeep and improvements to all non-county roads in *the Property*.
 - (4) To represent all property owners in matters of mutual interest.
 - (5) To administer and lease grazing rights.

Control of Property Owners Association: Notwithstanding anything else contained herein to the contrary, until all infrastructure and amenities are complete and/or as long as Developer owns in fee simple greater than twenty (20) percent of the property subject to the Covenants, including any subsequently annexed property, the Developer shall be entitled to appoint the majority of the Directors on the Board of Directors for the Property Owners Association entitled to be elected pursuant to the By-Laws, with the remaining Directors elected by the Owners.

III. **DWELLINGS:** No primary dwelling shall be built on *the Property* that is less than 1,000 square feet of living space. According to Fremont County Zoning guidelines, only one (1) primary dwelling residence may be built. Mobile homes shall not be permitted on any parcel within *the Property*. Manufactured homes must be given the prior approval of the Property Owners Association Board and must conform to Fremont County Guidelines (Section 1.5.90). Any structure must be on permanent footing and foundation. No commercial activity shall be permitted unless approved by the Property Owners Association Board. Per Fremont County Zoning Regulations, no more than five percent (5%) of the total parcel area may be occupied by the primary dwelling residence and outbuildings.

Home office usage is permitted providing that such business does not increase traffic in or out of the subdivision. Such home office usage where clientele and/or customers would visit the home office shall be prohibited unless prior approval is given by the Property Owners Association Board.

IV. **SETBACKS:** No structure may be erected within seventy five feet of the right-of-way line of any road within *the Property* nor within fifty feet of any side or rear line of any parcel as per Fremont County Regulations.

V. **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 so as not to endanger wildlife. A centralized trash collecting area with bear proof trash containers shall be provided on *the Property* as per the plat map.

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 noxious, offensive or illegal activities on any lot, nor shall anything be done on any lot that shall be or become a nuisance or unreasonable annoyance to neighbors. The Association Board shall make the final determination of what constitutes a nuisance.

- VIII. **ANIMALS:** Animals will be allowed on *the Property* for the personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association Board. Commercial feed lots and swine shall be prohibited from *the Property*.
- 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 parcel as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year.
- XI. **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.
- XII. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.
- XIII. **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 not less than two-thirds majority of the land owners of the parcels has been recorded, changing said covenants in whole or part.
- XIV. **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.
- XV. **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.
- XVI. **COUNTER PARTS:** This instrument may be executed in a number of counterparts, any one of which may be considered an original.
- XVII. **ANNEXATION:** Developer may from time to time within ten years after the date of the recording of this Declaration of Protective Covenants for *the Property* annex property or allow to be annexed certain property the Developer deems appropriate to the development by recording one or more annexation statements. Upon the recording of such Annexation Statement in the public records of Fremont County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the development and subject to all of the terms and provisions of these Covenants.
- XIII. **FEES AND ENFORCEMENT:** All parcels within *the Property* 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. Any assessments which are not paid when due shall be delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Parcel, and/or may suspend the delinquent Owner's right to vote. In the event a judgment is obtained, such judgment shall include late charges and interest on the assessment and reasonable attorneys' fees, together with the expenses and costs of the action. The Board may enforce such lien by filing with the Clerk and Recorder of Fremont County a statement of lien with respect to the Parcel, setting forth the name of the Owner, the legal description of the Parcel and the Owner's interest therein, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer of the Association and notice thereof shall be mailed to the Owner of the Parcel, at the address of the Parcel or at such other address as the Association may have in its records for the Owner of the Parcel. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorney fees, charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the statutes and laws of the State of Colorado. Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgage on a parcel pursuant to these Covenants and except as subordinated by law to the lien or real property taxes, the lien of the Association shall be deemed to have a priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a parcel.



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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.

IN WITNESS WHEREOF, Ellen B. York of Spring Creek Mountain Ranch LLC, A Colorado Limited Liability Company subscribed her name this 5th day of September, 1997.

SPRING CREEK MOUNTAIN RANCH LLC,
A COLORADO LIMITED LIABILITY COMPANY

By: Ellen B. York
Ellen B. York, Business Manager

STATE OF COLORADO }
 }ss.
COUNTY OF El Paso }

The foregoing instrument was acknowledged before me this 5th day of September, 1997 by Ellen B. York, as Business Manager of Spring Creek Mountain Ranch LLC, A Colorado Limited Liability Company.

Witness my official hand and seal.

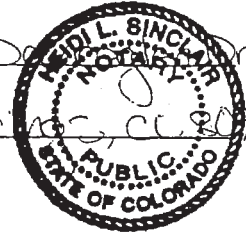
Heidi L. Sinclair

Notary Public

My Commission Expires: 3-1-2000

Address: 4085 D

Colorado Springs, CO 80906



My Commission Expires 03-01-2000

SCHEDULE A

Order Number: 97003714

LEGAL DESCRIPTION

TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO:

SECTION 23: SW1/4, S1/2 NW1/4
SECTION 26: NW1/4
SECTION 27: N1/2

EXCEPT THE FOLLOWING 5 PARCELS:

PARCEL CONVEYED BY INSTRUMENT RECORDED JUNE 5, 1987 IN BOOK 824 AT PAGE 54 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF FREMONT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 26;
- 1) THENCE S 02°04'47" W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1635.02 FEET;
 - 2) THENCE N 72°13'13" W, A DISTANCE OF 1274.08 FEET;
 - 3) THENCE N 11°54'43" E, A DISTANCE OF 1040.96 FEET;
 - 4) THENCE N 84°00'15" E, A DISTANCE OF 565.68 FEET;
 - 5) THENCE N 01°29'04" W, A DISTANCE OF 160.55 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26;
 - 6) THENCE N 89°13'34" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 499.32 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A TWENTY-FIVE (25.00) FOOT ACCESS EASEMENT, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE S 02°04'47" W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 349.72 FEET; THENCE N 89°37'29" W, A DISTANCE OF 21.82 FEET; THENCE S 68°48'22" W, A DISTANCE OF 233.52 FEET; THENCE N 60°38'13" W, A DISTANCE OF 163.65 FEET; THENCE N 33°26'31" W, A DISTANCE OF 102.18 FEET; THENCE N 23°30'31" W, A DISTANCE OF 110.17 FEET TO THE POINT OF TERMINUS, EXTENDING AND SHORTENING SIDELINES TO ELIMINATE OVERLAPS AND GAPS. BASIS OF BEARINGS: THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, BEING S 02°04'47" W.

PARCEL CONVEYED BY INSTRUMENT RECORDED NOVEMBER 17, 1993 IN BOOK 1162 AT PAGE 278 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NW1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW1/4 OF SAID SECTION 26; THENCE N 89°45'09" E ALONG THE SOUTH LINE OF SAID NW1/4 A DISTANCE OF 1438.45 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREON DESCRIBED; THENCE CONTINUING N 89°45'09" E ALONG THE SOUTH LINE OF SAID NW1/4 A DISTANCE OF

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1259.09 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4; THENCE N 02°04'47" E ALONG THE EAST LINE OF SAID NW1/4 A DISTANCE OF 1027.53 FEET TO THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND DESCRIBED AND CONVEYED BY DEED RECORDED IN BOOK 824, AT PAGES 054 AND 055, FREMONT COUNTY RECORDS; THENCE N 72°13'13" W ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 824, AT PAGES 054 AND 055, A DISTANCE OF 1274.08 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT OF LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 824, AT PAGES 054 AND 055, SAID POINT ALSO BEING THE MOST NORTHEASTERLY CORNER OF THE TRACT OF LAND DESCRIBED AND CONVEYED BY DEED RECORDED IN BOOK 1133 AT PAGE 317, FREMONT COUNTY RECORDS; THENCE S 03°20'52" W ALONG THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN SAID RECORDED IN BOOK 1133 AT PAGE 317 A DISTANCE OF 1423.77 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL CONVEYED BY INSTRUMENT RECORDED JANUARY 14, 1994 IN BOOK 1175 AT PAGE 354 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NW1/4 OF SECTION 26 AND IN THE NE1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4 OF SAID SECTION 26; THENCE N 28°45'09" E A DISTANCE OF 800.00 FEET; THENCE N 27°11'47" W A DISTANCE OF 809.14 FEET; THENCE N 89°45'09" E A DISTANCE OF 1506.58 FEET TO THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND DESCRIBED AND CONVEYED BY DEED RECORDED IN BOOK 824 AT PAGES 054 AND 055, FREMONT COUNTY RECORDS; THENCE S 03°20'52" W A DISTANCE OF 1423.77 FEET TO A POINT ON THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 26; THENCE S 89°45'09" W ALONG SAID SOUTH LINE A DISTANCE OF 1438.45 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE EASEMENT DESCRIBED IN BOOK 1140 AT PAGE 58, RECEPTION NO. 606267.

PARCEL CONVEYED BY INSTRUMENT RECORDED MAY 1, 1987 IN BOOK 818 AT PAGE 309 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, AND THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF FREMONT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26;
1) THENCE N 89°15'39" W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 772.14 FEET;
2) THENCE N 06°49'01" W, A DISTANCE OF 1251.61 FEET;
3) THENCE S 88°24'55" E, A DISTANCE OF 275.00 FEET;
4) THENCE N 38°35'05" E, A DISTANCE OF 550.00 FEET;
5) THENCE N 71°35'05" E, A DISTANCE OF 168.50 FEET;
6) THENCE S 27°11'47" E, A DISTANCE OF 1154.55 FEET;
7) THENCE S 28°45'09" W, A DISTANCE OF 800.00 FEET TO THE POINT OF BEGINNING.

EXCEPT A TWENTY-FIVE (25) FOOT ACCESS EASEMENT, THE CENTERLINE OF WHICH IS
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IDENTICAL WITH COURSE NUMBERS 3 THROUGH 5 INCLUSIVE OF THE ABOVE DESCRIBED PARCEL, EXTENDING AND SHORTENING THE SIDELINES TO ELIMINATE OVERLAPS AND GAPS.

PARCEL CONVEYED BY INSTRUMENT RECORDED APRIL 30, 1991 IN BOOK 999 AT PAGE 206 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE1/4 OF SAID SECTION 27;
THENCE NORTH 89°15'39" WEST ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 27, A DISTANCE OF 772.14 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°15'39" WEST ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 27, A DISTANCE OF 1535.97 FEET;
THENCE NORTH 29°16'46" EAST A DISTANCE OF 1910.93 FEET;
THENCE SOUTH 55°55'02" EAST A DISTANCE OF 108.16 FEET;
THENCE SOUTH 18°37'54" EAST A DISTANCE OF 143.64 FEET;
THENCE SOUTH 41°05'20" EAST A DISTANCE OF 83.25 FEET;
THENCE SOUTH 55°54'55" EAST A DISTANCE OF 320.81 FEET;
THENCE SOUTH 06°49'01" EAST A DISTANCE OF 1251.61 FEET TO THE POINT OF BEGINNING.

EXCEPT AND TOGETHER WITH A 25 FOOT ACCESS EASEMENT, THE CENTERLINE OF WHICH IS IDENTICAL WITH COURSE NUMBERS 4 AND 7 INCLUSIVE OF THE ABOVE DESCRIBED PARCEL, EXTENDING AND SHORTENING THE SIDELINES TO ELIMINATE OVERLAPS AND GAPS.

SCHEDULE A

Order Number: 97003709

LEGAL DESCRIPTION

EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) AND THE WEST HALF OF THE SOUTHEAST QUARTER (W1/2SE1/4) OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO AND THE EAST HALF OF THE NORTHWEST QUARTER (E1/2NW1/4), THE WEST HALF OF THE NORTHEAST QUARTER (W1/2NE1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) AND THE S1/2 OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO.

SOUTHEAST QUARTER (SE1/4) OF SECTION 23, EAST HALF OF THE SOUTHWEST QUARTER (E1/2SW1/4) AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4) OF SECTION 24; WEST HALF OF THE NORTHEAST QUARTER (W1/2NE1/4); NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4), NORTH HALF OF THE SOUTHWEST QUARTER (N1/2SW1/4), AND THE NORTHWEST QUARTER (NW1/4) OF SECTION 25; NORTHEAST QUARTER (NE1/4), NORTH HALF OF THE SOUTHEAST QUARTER (N1/2SE1/4), AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4) OF SECTION 26; ALL IN TOWNSHIP 16 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO.

