

106954

170706 09/22/1995 03:50P B: 288 P:326*
Debbie Livengood-Custer County Clerk

166934 09/19/1994 02:20P B: 271 P: 94*
Mary Kattinig - Custer County Clerk

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, JOHN W. HOBSON and ALBERT BUTLER, hereinafter designated as "grantors", being the owners, wholly or in part, in fee simple, of the following described real property situated in the County of Custer and State of Colorado, to wit:

the eight parcels included in parcels 2.3. & 4 of Dodder Land Survey of 11/7/91. These parcels are as defined in the Cottonwood Springs Ranch survey of 4/5/94 as done by Valley Surveying, and are located in Section 1, Township 22S, Range 72 W of the 6th P.M., Custer County, Colo. These parcels are to be designated, and hereinafter referred to as COTTONWOOD SPRINGS RANCH.

do hereby make this Declaration of Protective Covenants applicable to all of said property hereinabove described, hereby specify that said Declaration shall constitute covenants to run with all of the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of limitations upon all future owners of said property.

1. LAND USE, BUILDING TYPE AND OCCUPANCY. The land contained herein shall be used for single-family residential purposes only. No more than one primary dwelling shall be permitted on any parcel, except that, with proper variance from the County, a single ancillary guest house or cabin shall be allowed. No mobile homes, campers, trailers or similar housings shall be permitted on these parcels except under the following conditions:
 - a. As temporary quarters during the construction of permanent dwellings. Such temporary usage shall not exceed 90 days. Once construction has started, it must be completed within 12 months.
 - b. Recreational camping vehicles (not mobile homes) may be used for vacation recreational purposes, once a year, for a period not to exceed 30 days per year.
2. DWELLING SIZE. No primary dwelling shall be erected or placed on any parcel unless such dwelling has not less than 1800 square feet, exclusive of any garage, carports, open porches, patios, or court areas. Dwelling designs and style shall be subject to the approval of two-thirds of an Architectural Control Committee consisting of the Grantors and one additional parcel owner as chosen by a vote of three-fourths of the other parcel owners. When Grantors are no longer participants, the Committee shall consist of three of the parcel owners.
3. BUILDING LOCATION. No part of any building shall be located on any lot nearer to the lot or easement line than 50 feet. For the purposes of this covenant, eaves, steps, open porches, and septic tanks shall be considered part of the building.

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(F)

EXHIBIT

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4. UTILITIES. All utilities shall be run underground. No utility poles will be permitted other than those currently existing on the properties as of the date of these covenants. Utilities shall be the responsibility of the individual parcel owners.
5. HUNTING. No hunting or trapping of any kind shall be permitted in any of the areas covered by these covenants.
6. RESUBDIVIDING. There shall be no re-subdividing of any of the said parcels.
7. EASEMENTS. Easements for the installation and maintenance of utilities, roadways, and other such purposes incident to the development and use of the individual parcels, as reserved and shown on the recorded plats of Cottonwood Springs Ranch shall be kept open and readily accessible for such use. Maintenance of all easements and roadways shall be the responsibility of the owners of the various parcels. No owner of any parcel shall, by neglect or implementation, obstruct any right-of-way easement passing through, or alongside of, his or her parcel or in any way hinder access to other parcels. Should the owner of a given parcel cause, by neglect or action or lack of maintenance, such obstruction or lack of access to occur, said owner shall be responsible for the cost of removing that obstruction or remedying the lack of access. Before any action is taken and cost incurred, the offending parcel owner shall be notified by certified mail. If no response is received within 15 days, a vote of three-fourths of the remaining parcel owners shall be taken, as noted under AMENDMENTS, to establish the cost of remedying the lack of access. Any parcel owner whose access has been hindered shall be empowered to initiate such request for vote and the subsequent action required. The parcel owner who causes such hindrance agrees to accept all costs for such action, so voted on and so approved. At any time, a vote of three-fourths of the parcel owners, that vote to be initiated by any of the parcel owners, may be taken to establish the level of roadway maintenance and the cost to accomplish the level of maintenance.
8. GARBAGE and REFUSE DISPOSAL. No part of the properties, above or below ground, shall be used or maintained as a dumping ground for refuse, trash, garbage, debris or other waste. Reasonable precautions shall be taken against fire hazards, and no outdoor burning or any kind (other than due diligence in the use of campfires and small cooking fires) shall be permitted upon the premises.
9. WATER AND SEWAGE. All water wells, water catchment and sewage disposal systems placed upon any lot shall comply with the requirements of Custer County and the State of Colorado Health Department. No septic tank or field system shall be nearer than 50 feet to any lot line. No outside

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toilets or privies shall be permitted on any lot. All toilet facilities must be part of the residence and shall be connected with the proper septic system. An exception to modern flush type toilets would be the use of County and State approved composting toilets. The provision of obtaining water for any lot shall be the responsibility of the individual lot owner.

12. MINING OPERATIONS. No oil, gas, coal, sand, gravel, or other drilling, refining, quarrying, mining, crushing, manufacturing, or processing operations of any kind shall be permitted upon or in any portion of the property; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted. The foregoing shall not be construed as preventing the drilling of water wells for domestic purposes.

13. COMMERCIAL ACTIVITY. No stores or public-related commercial activities shall be erected or conducted upon any of the residential lots or any part thereof.

14. NUISANCES. Nothing shall be done or permitted on any parcel which may become a nuisance or annoyance to any other parcel. No noxious or offensive activities shall be carried on upon any parcel.

15. ENFORCEMENT. Either of the Grantors or any one or more of the owners of parcels in Cottonwood Springs Ranch shall be entitled to maintain legal or equitable proceedings to enjoin, abate, or obtain other appropriate relief in respect to any and all breaches of the protective covenants set forth herein against any person(s) or associations violating or attempting to violate any covenant, either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of 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. Invalidity by any court of any restriction herein contained shall not in any way affect any of the other restrictions, but they shall remain in full force and effect.

16. AMENDMENTS. These covenants may be amended by the affirmative vote of three-fourths of all the parcel owners. Each parcel shall be entitled to one vote per parcel. The owners of at least two-thirds of the parcels may call for a vote on the proposed amendment. Copies of the proposed amendment(s) shall be sent to each parcel owner by certified mail. The notice shall provide that the vote shall be held at a time and place in Custer County, Colorado, no less than 30 days after the mailing of said notice. Voting shall be by mail, personally, or by written proxy.

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Mary Kattinig - Custer County Clerk

Signed and delivered this 14th day of September, 1994

John W. Hobson
John W. Hobson, Owner
Cottonwood Springs Ranch

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this
14th day of Sept, 1994 by John W. Hobson

Witness my hand and official seal.
My commission expires 5/20/97

Charles A. Butler
Notary Public

Dr. Albert B. Butler
Dr. Albert B. Butler, Owner
Cottonwood Springs Ranch

STATE OF ILLINOIS)
County of Lake) ss

The foregoing instrument was acknowledged before me on this
16th day of September, 1994 by Dr Albert B. Butler.

Witness my hand and official seal.
My commission expires 8-20-95

OFFICIAL SEAL
BROOKE ANNE CARROLL
Notary Public, Lake County
State of Illinois
My Commission Expires 8-20-95

Brooke Anne Carroll
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in the North half of Section 1, Township 22 South, Range 72 West
of the 6th P.M., being more particularly described as follows:

Beginning at the Northwest corner of said Section 1, said point being the TRUE
POINT OF BEGINNING;

thence South along the West line of said Section 1, S01° 18' 37"W, a distance of
770.00 feet;

thence parallel to the North line of said Section 1, S89° 54' 15"E, a distance
of 1986.05 feet;

thence N01° 18' 37"E, a distance of 770.00 feet;

thence West along the North line of said Section 1 N89° 54' 15"W, a distance of
1986.10 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 35.16 acres, more or less.

183956 11/29/1999 09:12A B: 369 P: 21
Debbie Livengood-Custer County Clerk Colorado

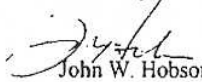
Covenant Amendment

The following Amendment to the Declaration of Protective Covenants for Cottonwood Springs Ranch (Record #166954, recorded 9/19/94 in Book 271,p94) should be recorded. The \$5.00 fee is enclosed.

Amendment

"Only domestic wells will permitted to be drilled on the lots of Cottonwood Springs Ranch. No commercial wells will be permitted."

Thank you


John W. Hobson
719 590-9554

11/22/99