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DECLARATION OF PROTECTIVE COVENANTS
OF CAP ROCK RANCH - PHASE II

This Declaration of Covenants is made as of the 10th day of October, 1995 by Colorado Woodland Properties, LLC, a Colorado Limited Liability Company (hereinafter called the "Declarant").

Declarant is the owner of 100% of Cap Rock Ranch - Phase II situated in Fremont County, Colorado, to wit:

See Exhibit A attached hereto and by reference made a part hereof.

Declarant does hereby declare that the above-described Cap Rock Ranch - Phase II shall be subject to the following easements, covenants, conditions and protective restrictions that will bind the grantees, heirs, successors, and assigns of the owners and future owners.

Section 1. DEFINITIONS

1.1 "Lot" shall mean those individual lots resulting from any division or divisions of the above-described real property filed or to be filed in the office of the county clerk and recorder.

1.2 "Lot Owner" shall mean the owner of record including successors and assigns, of any Lot located in the above-described Cap Rock Ranch - Phase II.

1.3 "Common Easements" shall mean the roads leading into and within Cap Rock Ranch - Phase II.

1.4 "Development" shall mean and refer to that certain real property described above made subject by Declarant to these covenants, conditions and protective restrictions.

1.5 "Landowners Association" shall mean and refer to the Cap Rock Ranch - Phase II Landowners' Association, Inc., a Colorado non-profit corporation which is being formed for the purpose of enforcing and carrying out the purposes of these covenants, conditions, and protective restrictions. All "Lot Owners" of record including successors and assigns of any Lot located in the above described Cap Rock Ranch - Phase II shall become members of the "Landowners Association". Providing, however, that the Lot Owners of Lots 23, 24, 25, 26, & 27 shall not be members of the Landowners' Association.

Section 2. COMMON EASEMENTS

2.1 Access Roads. Declarant is reserving and granting and conveying a 60-foot wide easement for general ingress and egress to each Lot and a general easement for public utilities across the real property to each Lot. Public utilities will follow access roads where practical. The easement shall be 30 feet on each side of the centerline of the roads.

2.2 Obstructions on Common Easements. Except for entrance gates to the Subdivision located at the beginning of the Subdivision roads and to which all Lot Owners are provided keys or other means of access, no gates or obstructions will be placed upon or block any access road unless the access road terminates on the Lot Owner's property. However, a Lot Owner may place, at its expense, a cattle guard on the common easement if the cattle guard is constructed to county road specifications and has a gate on one side of the cattle guard for use by vehicles, livestock, horses, or persons otherwise using the road. This covenant shall not apply to any existing gate or fence currently on property.

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2.3 Maintenance of Common Easements. All Common Easements shall be maintained by the Landowner's Association.

Section 3. GENERAL PROVISIONS

3.1 Livestock. Any animals kept by a Lot Owner must be contained by an adequate fence within the boundaries of the Lot. No Lot Owner will be permitted to operate a hog farm or feedlot on any Lot. No Lot Owner may bring an action for trespass of livestock unless that Lot Owner has a legal and adequate fence around the perimeters of his or her Lot.

3.2 Water and Sewer. A Lot Owner assumes the responsibility of supplying and developing water and sewage facilities for his own Lot. Wells, water systems, and septic systems must be drilled, installed and maintained at all times in accordance with the applicable rules and regulations of public agencies having jurisdiction.

3.3 Signs. No signs or advertisements shall be placed on the property except for a sign designating the Lot Owner or occupant's name, Lot number or address. This restriction shall not preclude the Declarant from placing "For Sale" signs near roadways for the sole purpose of selling remaining Lots, or from placing private property signs on property.

3.4 Refuse and Junk Prohibited. No Lot Owner will dump refuse or garbage on any Lot nor will an owner build, maintain, operate or construct, or in any way cause to be placed within one hundred feet of the boundary line on their property, any structure or condition that will cause the accumulation or existence of animal waste, junk, or a condition causing an obnoxious odor.

3.5 Restriction Against Subdivision. Only Lots of more than 70 acres may be further subdivided provided that no Lot shall be less than 35 acres after such subdivision.

3.6 Number of Dwellings per Lot. No more than one residence and accompanying outbuildings may be allowed per Lot. Each residence may also have a guest house. No building may be built within 50 feet of any Lot boundary.

3.7 Size of Dwelling. No dwelling shall be erected, altered or placed on any parcel with a ground floor area, exclusive of open porches, patios, garages and agricultural buildings, of less than 1000 square feet, external measurements.

3.8 Temporary Residence. A pick-up camper, camp trailer, motor home, or tent may occupy a parcel for recreational purposes only and shall not become a permanent dwelling. No mobile homes, modular homes, or manufactured homes shall be permitted. This restriction shall not preclude a Lot Owner from erecting a log home purchased through a kit or package.

3.9 Completion of Construction. Construction of any building on a Lot must be completed within 12 months from the date of construction and must be in accordance with applicable rules and regulations of public agencies having jurisdiction.

3.10 Timber. Timber growing on a Lot may be used by a Lot Owner for the Lot Owner's personal firewood, fence or for construction of building located on Lot. No Lot Owner shall sell timber for any commercial purpose or for sale or use off the Lot without first obtaining the written permission of the Landowner's Association.

3.11 Maintenance of Lot. Notwithstanding any other provision of this Declaration, each Lot Owner shall, to the best of his ability, maintain his Lot in good repair and appearance at all times.

Section 4. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

4.1 Declaration Attaches to the Land. These Protective Covenants shall run with the land and shall be binding upon the present Lot Owner and all subsequent Lot Owner of any Lot within or on a portion of Cap Rock Ranch - Phase II, unless amended by an instrument executed by the persons owning in the aggregate 80 percent of the acreage subject to this original Declaration. Such amendment shall be effective when duly recorded in Fremont County, Colorado. No amendment of these covenants may change or increase the obligations of Declarant without its express written consent. No amendment of these covenants may diminish a Lot Owner's right of ingress and egress as set forth herein.

4.2 Powers and Enforcement. In furtherance of its purposes, but not otherwise, the Landowner's Association shall have the following powers:

4.2.1 All of the powers conferred upon nonprofit corporations by the common law and the statutes of the State of Colorado in effect from time to time.

4.2.2 All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Landowner's Association under the Declaration, including, without limitation, the following powers:

4.2.2.1 To make and collect assessments against Lot Owner for the purpose of defraying the costs, expenses, and any losses of the Landowner's Association, or of exercising its powers or performing its functions, including the right to enforce such assessments through the use of liens on delinquent Lot Owner's Lots. Assessments shall not exceed \$300.00 per year for each Lot Owner.

4.2.2.2 To manage, control, maintain, repair, improve and enlarge Common Easements.

4.2.2.3 To enforce covenants, restrictions, or conditions affecting the Development to the extent the Association may be authorized under any this Declaration and to make and enforce rules and regulations for use of the Common Easements.

4.2.2.4 To engage in activities which will actively foster, promote, and advance the common ownership interest of the Lot Owner within the Development.

4.2.2.5 To buy or otherwise acquire, sell, or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal with an in, real, personal, and mixed property of all kinds, and any right or interest therein, for any purpose of the Landowner's Association.

4.2.2.6 To borrow money for any purpose of the Landowner's Association, limited in amount or in other respects as may be provided in the Bylaws of Landowner's Association.

4.2.2.7 To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Landowner's Association, with or in association with any person, firm, association, corporation, or other entity or agency, public or private.

4.2.2.8 To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Landowner's Association; provided, however, that such Bylaws may not inconsistent with or contrary to any provisions of this Declaration.

4.2.3 The foregoing enumeration of powers shall not limit or

restrict in any manner the exercise of other and further rights and powers which may now and hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Section 4.2 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Section 4.2.

4.2.4 The provisions of the Declaration, or any lawful amendments, may be enforced by the Colorado Woodland Properties, LLC or any Lot Owner, by either an action for damages arising out of a violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation or restrain a continuing violation or any other matter permitted by law or equity. In any action of any kind for the enforcement of these Protective Covenants, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to receive necessary court costs for the action, including reasonable attorney's fees.

4.3 Severability. Should any provision of this Declaration be void or become invalid or unenforceable in law or equity by judgement or court order, the remaining provisions hereof shall be and remain in full force and effect.

4.4 Perpetuities Rule. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, the terms shall be reduced to a maximum period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Colorado.

4.5 Mortgagee Protection. A breach of any of the covenants, conditions and restrictions contained herein shall not render invalid the lien, charge or encumbrance of any mortgage lien or security interest made in good faith and for value which may then exist upon any Lot.

IN WITNESS WHEREOF, Colorado Woodland Properties, LLC has signed this Declaration of Covenants on the date set forth in the acknowledgement.

COLORADO WOODLAND PROPERTIES, LLC
A Colorado Limited Liability Company

By: Steven R. King
Steven R. King Manager



COLORADO)
) s:
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me by Steven R. King, Manager of Colorado Woodland Properties, LLC, a Colorado Limited Liability Company on the 10th day of October, 1995.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 10-14-96

Cynthia Rae Debevoise
Notary Public

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DECLARATION OF PROTECTIVE COVENANTS
OF CAP ROCK RANCH

This Declaration of Covenants is made as of the 15th day of May, 1995 SRK
by Colorado Woodland Properties, LLC, a Colorado Limited Liability Company
(hereinafter called the "Declarant").

Declarant is the owner of 100% of Cap Rock Ranch situated in Fremont
County, Colorado, to wit:

~~See Exhibit A attached hereto and by reference made a part hereof.~~

Declarant does hereby declare that the above-described Cap Rock Ranch shall
be subject to the following easements, covenants, conditions and protective
restrictions that will bind the grantees, heirs, successors, and assigns of the
owners and future owners.

Section 1. DEFINITIONS

1.1 "Lot" shall mean those individual lots resulting from any division
or divisions of the above-described real property filed or to be filed in the
office of the county clerk and recorder.

1.2 "Lot Owner" shall mean the owner of record including successors and
assigns, of any Lot located on the above-described Cap Rock Ranch.

1.3 "Common Easements" shall mean the roads leading into and within Cap
Rock Ranch.

1.4 "Development" shall mean and refer to that certain real property
described above made subject by Declarant to these covenants, conditions and
protective restrictions.

Section 2. UTILITY EASEMENTS

2.1 Utility Easement. Declarant is reserving an easement of 10' on each
side of lot lines as shown on survey of Cap Rock Ranch, for public utilities.

Section 3. GENERAL PROVISIONS

3.1 Livestock. Any animals kept by a Lot Owner must be contained by an
adequate fence within the boundaries of the Lot. No Lot Owner will be permitted
to operate a hog farm or feedlot on any Lot. No Lot Owner may bring an action
for trespass of livestock unless that Lot Owner has a legal and adequate fence
around the perimeters of his or her Lot.

3.2 Water and Sewer. A Lot Owner assumes the responsibility of supplying
and developing water and sewage facilities for his own Lot. Wells, water
systems, and septic systems must be drilled, installed and maintained at all
times in accordance with the applicable rules and regulations of public agencies
having jurisdiction.

3.3 Signs. No signs or advertisements shall be placed on the property
except for a sign designating the Lot Owner or occupant's name, Lot number or
address. This restriction shall not preclude the Declarant from placing "For
Sale" signs near roadways for the sole purpose of selling remaining Lots, or from
placing private property signs on property.

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3.4 Refuse and Junk Prohibited. No Lot Owner will dump refuse or garbage on any Lot nor will an owner build, maintain, operate or construct, or in any way cause to be placed on their property, any structure or condition that will cause the accumulation or existence of animal waste, junk, or a condition causing an obnoxious odor.

3.5 Restriction Against Subdivision. Only Lots of more than 70 acres may be further subdivided provided that no Lot shall be less than 35 acres after such subdivision.

3.6 Number of Dwellings per Lot. No more than one residence and accompanying outbuildings may be allowed per Lot. Each residence may also have a guest house. Each residence or guest house must be a minimum of 800 square feet. No building may be built within 50 feet of any Lot boundary.

3.7 Temporary Residence. A pick-up camper, camp trailer, motor home, or tent may occupy a parcel for recreational purposes only and shall not become a permanent dwelling. No mobile homes shall be allowed.

3.8 Completion of Construction. Construction of any building on a Lot must be completed within 12 months from the date of construction and must be in accordance with applicable rules and regulations of public agencies having jurisdiction.

3.9 Timber. Timber growing on a Lot may be used by a Lot Owner for the Lot Owner's personal firewood, fence or for construction of building located on Lot. No Lot Owner shall sell timber for any commercial purpose or for sale or use off the Lot.

3.10 Maintenance of Lot. Notwithstanding any other provision of this Declaration, each Lot Owner shall, to the best of his ability, maintain his Lot in good repair and appearance at all times.

Section 4. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

4.1 Declaration Attaches to the Land. These Protective Covenants shall run with the land and shall be binding upon the present Lot Owner and all subsequent Lot Owner of any Lot within or on a portion of Cap Rock Ranch, unless amended by an instrument executed by the persons owning in the aggregate 80 percent of the acreage subject to this original Declaration. Such amendment shall be effective when duly recorded in Fremont County, Colorado. No amendment of these covenants may change or increase the obligations of Declarant without its express written consent. No amendment of these covenants may diminish a Lot Owner's right of ingress and egress as set forth herein.

4.2 Powers and Enforcement. The provisions of the Declaration, or any lawful amendments, may be enforced by the Colorado Woodland Properties, LLC or any Lot Owner, by either an action for damages arising out of a violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation or restrain a continuing violation or any other matter permitted by law or equity. In any action of any kind for the enforcement of these Protective Covenants, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to receive necessary court costs for the action, including reasonable attorney's fees.

4.3 Severability. Should any provision of this Declaration be void or become invalid or unenforceable in law or equity by judgement or court order, the remaining provisions hereof shall be and remain in full force and effect.

4.4 Perpetuities Rule. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event, the terms shall

be reduced to a maximum period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of Colorado.

4.5 Mortgagee Protection. A breach of any of the covenants, conditions and restrictions contained herein shall not render invalid the lien, charge or encumbrance of any mortgage lien or security interest made in good faith and for value which may then exist upon any Lot.

IN WITNESS WHEREOF, Colorado Woodland Properties, LLC has signed this Declaration of Covenants on the date set forth in the acknowledgement.

COLORADO WOODLAND PROPERTIES, LLC
A Colorado Limited Liability Company

By: Steven R. King
Steven R. King, Manager

STATE OF COLORADO)
) s:
COUNTY OF ~~EL PASO~~)
) FREMONT
) WBR

The foregoing instrument was acknowledged before me by Steven R. King, Manager of Colorado Woodland Properties, LLC, a Colorado Limited Liability Company on the 15th day of March, 1995.
WBR

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: 6/18/97

Wendy B. King
Notary Public



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**CAP ROCK HILLS EAST SUBDIVISION
Covenants**

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of this rural recreational residential subdivision, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

SECTION 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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SECTION 2. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the developers or architectural committee.

SECTION 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

SECTION 4. "Committee" shall mean the Architectural Control Committee as designated in article II, Section 1.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Composition.

The Architectural Control Committee shall be composed of the developers until such time that 75% of lots are sold. At that time, lot owners (one vote per lot) shall elect three lot owners to the Architectural Control Committee. Developers may or may not be on the committee. If any of these covenants are in conflict with the Town of Coal Creek's ordinances and restrictions, the town of Coal Creek will have the final decision. The Town Council will also have a non-voting representative attend the committee meetings and be notified in advance of such meetings.

Section 2. General. No building, fence, wall, driveway or other structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, size, shape, height, materials, quality of workmanship and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, environment and topography by the Committee. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Structure location, type and construction.

No building shall be located on any building site nearer than 30 feet from the front or rear lot lines, nor nearer than 30 feet from any side street line, nor nearer than 20 feet from interior side lot lines. For purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building. Provided, however, that this Covenant shall not be construed to permit any portion of a building to encroach on another building site.

No structure, other than one private single family dwelling together with a private garage, shop, dog house, and suitable barn or shed for horses shall be erected, placed or permitted to remain on any lot without the express written permission of the Architectural Committee. There shall be no more than one residence per lot, without permission of the committee. All metal buildings shall have colored baked on enamel finish. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on a lot as a family dwelling. One mobile home may be temporarily located on the lot after obtaining the appropriate building

permit. Said temporary mobile home shall be served with utility services and approved septic system. Said temporary mobile home shall be removed from the site promptly after completion of the permanent dwelling unless the Committee gives its' permission to retain the mobile home for an extended temporary period.

Each dwelling shall occupy a minimum floor space for living purposes of not less than 1,000 square feet. The areas of open porches, carports and garages shall not be included in said 1,000 square feet. Buildings of more than one story shall occupy a minimum living area of 1,500 square feet. Each dwelling shall have a garage with a minimum of 500 square feet. All buildings shall conform to the Town of Coal Creek, Co. building and plumbing inspector.

When construction is commenced on any structure in the subdivision the exterior shall be completed within 18 months.

Modular homes (factory built homes) must be double wide, no single wide units (even it meets square footage requirements) and must be approved by the Town of Coal Creek as well as the Cap Rock Hills East Subdivision Architectural Committee. All modulars (factory built homes) must be set on permanent foundations. Unit will be no older than five years. Unit must meet 1000 sq. ft. requirement as well as 500 sq. ft. garage requirement. Owner will have 18 months to complete garage. Modular home (factory built home) must have a roof pitch of at least 3 in. per 12 in. of slope. No trailer houses or mobile homes will be permitted except for a temporary purpose and approved by the Committee. Travel trailers, campers and motor homes will be permitted, but not as permanent living quarters.

Accessory buildings such as garages, patios, sheds or other outbuildings must be constructed of new or near new material and conform to the general color and type of the main structure and must be approved in writing by the Committee.

Section 4. Refuse and rubbish. Rubbish, garbage or other waste and waste containers shall be maintained and disposed of in a sanitary manner. No building sites, lots, easements or common areas shall be used or maintained as a dumping ground for rubbish. All outdoor burning of trash shall be limited to Committee approved, firesafe incinerators.

Automobiles or parts of automobiles which are inoperable or not movable under their own power shall not be stored in excess of 30 days on any lot in the subdivision, without express written permission of the Committee.

Section 5. Animals. In keeping with the open, rural setting and the intended use of the area, all common domestic household pets and horses may be kept. Other classes of livestock may be kept only with the approval of the Architectural Committee. All animals shall be kept or maintained in enclosed areas which shall be kept clean, sanitary and reasonably free of refuse, insects and waste. Horses may be kept on any lot provided that said horses are kept corralled and good supplementary feed is provided. According to Coal Creek, Co. city ordinances, one horse per half acre (not including building sites) may be kept. Under no circumstances shall overgrazing, as determined by the Committee be permitted. All dogs shall be kept under control at all times and shall not run at large. It is intended that the keeping of horses and training of horses and riders shall be encouraged and allowed under circumstances controlled and approved according to these Covenants.

Section 6. Underground utility lines. All utility lines, water, telephone wires, electric and power lines, constructed or installed on any Lot must be underground except for transformers, meters or security lights. The only exception to this is lots 1, 2 and 3 where electric power will be taken from overhead feeder lines that border said lots. Feeder lines to the lots may or may not be underground. Architectural Committee may give special permission to go above ground if digging trench is in hard rock. All lots shall have a 10 foot easement on property owners side adjacent to public roads.

Section 7. Gardens. A family garden not to exceed 2000 square feet in area is permissible. No additional ground is to be used for farming purposes. No formal extensive lawn areas are permitted. Landscaping appropriate with the arid climate and compatible with the existing environment shall be employed.

Section 8. Sanitation. Each dwelling or structure containing a kitchen shall be equipped with a garbage disposal unit and the dwelling provided with an individual sewage disposal system of a design and capacity approved by the Town of Coal Creek, Co. building inspector.

Section 9. Subdivision of Lots. No tracts described on the recorded plat shall be subdivided into smaller tracts or lots; however, conveyances or dedication of easements for utilities or private lanes or roads may be made for less than all of one tract.

Section 10. Motorized vehicles. Use of motor vehicles shall be restricted exclusively to platted streets and roadways within the subdivision. This is especially true of 2 and 4 wheel motor bikes. The exception to this would be tractors or utility vehicles.

Section 11. Subdivision Improvements. Any improvements, above what the Town of Coal Creek is able to provide, can be enacted only by the following manner: An assessment to provide these improvements may only be enacted by 75% of the lot owners.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. The Committee, or and Owner, shall have the right to enforce, all restrictions, conditions, covenants, reseervation, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3%) of the lot owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its' hand and seal the 15th day of April, 1999.

Cherie Draddy, Notary
my Commission expires 10-2-2001

Mark J. Schrieker
Lynne Schrieker



658861 02/13/1997 10:13A B1273 P387 29
1 of 2 R 11.00 D 0.00 N 0.00 FREMONT COUNTY, COLO

A PARCEL OF LAND LOCATED IN THE W1/2 OF SECTION 32,
TOWNSHIP 19 SOUTH, RANGE 69 WEST OF THE 6 TH P.M., BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE W1/4 CORNER OF SAID SECTION 32, THENCE
N 00°25'19" E, A DISTANCE OF 1348.12 FEET;
THENCE S 88°52'07" E, A DISTANCE OF 426.74 FEET;
THENCE N 01°07'53" E, A DISTANCE OF 319.84 FEET;
THENCE N 50°14'30" E, A DISTANCE OF 143.99 FEET;
THENCE N 23°06'39" E, A DISTANCE OF 219.12 FEET;
THENCE N 13°11'32" E, A DISTANCE OF 62.89 FEET;
THENCE N 85°45'44" E, A DISTANCE OF 46.48 FEET;
THENCE N 21°29'28" W, A DISTANCE OF 271.83 FEET;
THENCE S 82°53'30" W, A DISTANCE OF 77.96 FEET;
THENCE S 73°54'01" W, A DISTANCE OF 97.44 FEET;
THENCE N 46°13'36" W, A DISTANCE OF 63.18 FEET;
THENCE S 59°22'54" W, A DISTANCE OF 64.66 FEET;
THENCE N 09°01'37" W, A DISTANCE OF 198.12 FEET;
THENCE N 26°18'04" E, A DISTANCE OF 149.10 FEET;
THENCE N 65°54'56" E, A DISTANCE OF 252.38 FEET;
THENCE S 88°16'10" E, A DISTANCE OF 1076.16 FEET;
THENCE S 16°15'50" E, A DISTANCE OF 457.44 FEET;
THENCE S 12°48'20" W, A DISTANCE OF 541.19 FEET;
THENCE S 00°31'13" W, A DISTANCE OF 686.87 FEET;
THENCE N 88°52'07" W, A DISTANCE OF 954.05 FEET;
THENCE S 17°06'49" W, A DISTANCE OF 2470.59 FEET;
THENCE N 00°25'50" E, A DISTANCE OF 1351.83 FEET TO THE
POINT OF BEGINNING.

SAID PARCEL CONTAINS 69.39 ACRES MORE OR LESS.



658861 02/13/1997 10:13A B1273 P388 29
2 of 2 R 11.00 D 0.00 N 0.00 FREMONT COUNTY, COLO

Amendment to Cap Rock Hills covenants filed in Fremont county, 1 /15/ 97, Book 1270,
Page 992, Reception # 657776.

Addition of property description which will become an added page.

Addition of one sentence at the end of first paragraph under Article 11 of Architectural Control,
which shall read, The Town Council will also have a non-voting representative attend the
committee meetings and be notified in advance of such meetings.