

DECLARATION OF PROTECTIVE COVENANTS

OF

CEDAR GATE, LTD.

THIS DECLARATION OF PROTECTIVE COVENANTS is made this ninth day of December, 1985, by T. H. SMITH, President of FOURDEE, INC., a Montana Corporation, authorized to do business in Colorado under the firm name of Cedar Gate, Ltd., hereinafter referred to as "Declarant".

ARTICLE IPROPERTY SUBJECT TO DECLARATION

1. Declarant is the owner of certain real property located in the NE 1/4, the SE 1/4 of the NW 1/4, and the N 1/2 of the SW 1/4, all within Section 10, Township 50 North, Range 8 East, N.M.P.M., Chaffee County, Colorado, which is more particularly described on Exhibit "A" which is attached hereto and by this reference made a part hereof which property shall hereinafter be referred to as "the Property". Declarant hereby declares for itself, its successors and assigns and any lot owners, that all of the property shall be subject to all of the covenants, conditions, and restrictions contained in this Declaration as amended from time to time.

ARTICLE IIPURPOSES AND EFFECT OF PROTECTIVE COVENANTS

1. Purposes. This Declaration is made for the purpose of establishing and maintaining the property as a residential area of the highest possible quality and value, and for the purpose of enhancing and protecting its value, desirability and attractiveness.

2. Benefits of Declaration. This Declaration is made for the benefit of the Declarant and all subsequent owners of the property or portions thereof, and for the benefit of the owners of any other property or portions thereof which may be made subject to this Declaration.

3. Burden of Title. The covenants, conditions and restrictions herein contained shall be a burden upon and shall run with the title to the property described on Exhibit "A" attached

hereto, and shall be binding upon all parties who may from time to time own any right, title or interest in said property or any portion thereof, or such other property as may from time to time be made subject to this Declaration.

ARTICLE III

USES OF THE PROPERTY

1. Division of the Property into Parcels. The property in Exhibit "A" has been divided by Declarant into parcels as shown on that certain plat which has been prepared and which will be filed for record in the office of the County Clerk and Recorder of Chaffee County, Colorado. No single family residence shall be occupied at any time by more than one family, its guest and its domestic servants. For purposes of this Declaration, "family" shall be defined as a single person or a group of two or more persons who reside together in the residence, or a group which has been approved by Cedar Gate, Ltd. Homeowners Association. None of such parcels shall be used at any time for any type of business or commercial activity. Each living unit shall be classified as a single family residence.
2. Division of Parcels. None of the parcels into which the property described in Exhibit "A" has been divided shall ever be redivided into smaller parcels nor conveyed or encumbered in any less than the full original dimensions as shown on said plat, except by Declarant as a matter of development of the subdivision, or as may be later adopted by Declarant and the County of Chaffee.
3. Structures Permitted. No buildings or structures shall be placed, erected, altered or permitted to remain on any parcel other than one single family dwelling house and multiple dwellings on lots sold for that purpose, together with such other buildings or structures that are incidental and accessory to such single family dwelling house, including, but not limited to, a detached garage and one other outbuilding which can be used as a hobby shop, storage area, or guest room. Any such additional outbuilding must conform to the architecture of same. No temporary buildings or structures of any kind shall be constructed or permitted

to remain upon any parcel except for a typical construction shack and/or tool and material storage shed which shall be used in connection with and permitted to remain only during the period of construction of the single family dwelling house and other improvements herein permitted, and as permitted by Chaffee County Zoning Regulations. No mobile homes shall be allowed.

4. Commencement and Completion of Improvements. All construction and alteration work shall be pursued diligently and shall be completed not more than twelve (12) months after commencement of the construction.

ARTICLE IV

GENERAL RESTRICTIONS REGARDING DEVELOPMENT AND OCCUPANCY OF LOTS WITHIN THE PROPERTY

1. Setbacks: All buildings and structures erected on all lots within the subdivision shall be set back at least 25 feet from the side lot lines, 50 feet from the rear lot lines, and 75 feet from the front lot lines. Such setback requirements may be modified by as much as 25% in the event Cedar Gate, Ltd., deems such modifications to be reasonable. In the event a lot abuts on more than one road, the owner of such lot shall select and designate the front lot line on the plans.

2. Fences:

(a) All subdivision perimeter fencing, if any, shall be designed and installed by the developer and shall be maintained by the individual lot owners abutting such perimeter to the subdivision. Such subdivision perimeter fence shall not be painted.

(b) It is the general intention that all lot perimeter fencing within the individual lots shall have a continuity of appearance in keeping with the native setting and surroundings.

The term "lot perimeter fencing" is defined to mean fences along or near lot lines or fencing not connected with a building or structure.

3. Tanks: No elevated tanks of any kind shall be erected, placed or permitted to remain upon any parcel. Any tank used in connection with any dwelling house or other structure on any parcel, including tanks for storage of gas, fuel oil, gasoline, oil, or water, shall be buried, screened, or enclosed.

Page Four

4. Enclosure of Unightly Facilities and Equipment:

All unsightly structures, facilities, equipment and other items, including but not limited to those specified below, shall be enclosed within a solid, covered structure or screened from view. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property, except building materials during the course of construction and only for such reasonable period of time as is necessary to facilitate construction. The owner of each parcel shall arrange for the proper and frequent removal of trash and garbage.

5. Maintenance: The owner of each parcel within the property shall keep and maintain all improvements and landscaping on such parcel in a clean, safe, attractive, and slightly condition, and in good repair.

6. Signs: No sign of any kind shall be displayed to the public view on this property except one professional sign of not more than three (3) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder.

7. Noxious or Offensive Activities: No noxious or offensive activity shall be carried on upon any parcel within the property, nor shall anything be done or permitted which may be or become a nuisance or danger to the owners or occupants of other parcels within the property.

8. Animals: No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, sheep, goats, swine or other domestic farm or barnyard animals or fowl on this property, or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats or other household pets on this property, provided they are not kept, bred or raised for commercial purpose. Up to two (2) horses may be kept only on Lots 12, 13, 16, 17, 18, or 19 provided that they are kept in an enclosure and that any such enclosure, corral, or other structure for the housing of horses shall be approved in writing or permit by the county building inspection department; and also, providing they are not kept, bred or raised for commercial purpose.

Page Five

ARTICLE V

Easements

1. Easements Described on Plat: Each separate parcel within Cedar Gate, Ltd. shall be encumbered by perpetual non-exclusive easements as shown or described on the plat of Cedar Gate Sub-division.

ARTICLE VI

Enforcement

1. Enforcement Rights: The covenants, conditions and restrictions contained in the Declaration may be enforced at any time by the Declarant, or its successors and assigns, an owner of a group of owners of parcels within the property. In addition, Article III and Article IV may be enforced by the County of Chaffee.
2. Remedies: The covenants, conditions and restrictions contained in this Declaration shall be enforceable by proceedings for prohibitive or mandatory injunction and damages. Damages alone shall not be deemed an adequate remedy for breach or violation, but shall be included among the remedies available. In any action to enforce any covenant, condition, or restriction contained in this Declaration, a party or parties bringing such action, if successful in the action, shall be awarded reasonable attorney's fees and costs.
3. Additional Remedies: In addition to the remedies stated above, the Declarant and/or the County of Chaffee, when applicable, upon violation or breach of any covenant, condition or restriction contained in this Declaration may enter upon any parcel where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the owner of such parcel. If the owner of any parcel shall fail, after demand, to pay such costs, then the Declarant shall have a lien for the amount of such costs paid by it against such owner's parcel. Said lien shall be of the same nature as the lien for maintenance assessments, and shall be subject to foreclosure in the same manner as prescribed for foreclosure of mortgages in the State of Colorado. Any owner against whom such foreclosure or other

collection procedure is required shall be liable, in addition to the amount of the lien, for all of the costs and expenses including attorney's fees incurred in any such collection action.

4. Protection of Encumbrances: No violation or breach of any covenant, condition or restriction contained in this Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith for value of the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser on foreclosure shall, however, take the property subject to the terms of this Declaration.

ARTICLE VII

Water Wells

The owner or owners of any lots shall have a well as a water supply. Owners of lots numbered shall have as a water supply a domestic well. All other lots shall have an in-house use well as a water supply. The use of the well shall be governed by terms and conditions of the Ruling of Referee and Decree of Court in Case No. 83-CW-37, District Court, Water Division No. 2. The Division Engineer, as well as the Declarant shall have the right to enforce this covenant that pertains to use of water as well as the State Engineer, the Water Commissioners, their agents and employees, and they shall have the right to inspect and enforce any of the covenants above set forth which affect or pertain to the use of the water within the subdivision.

ARTICLE VIII

Amendment and Termination

The covenants, conditions and restrictions in this Declaration shall continue in force until December 31, 1999, and from year to year thereafter until amended or terminated by a written instrument executed by the Declarant or by the owners of a majority of the parcels within the property. Prior to December 31, 1999, this Declaration may be amended by a recorded instrument executed by the record owners of three-fourths of the parcels within the property; provided, however, that Article I, Article III, Paragraphs 1, 2 and 3, and all of Article IV shall not be subject to amendment.

Page Seven

ARTICLE IX

Miscellaneous

1. Severability. Each of the covenants, conditions and restrictions contained in this Declaration shall be deemed independent and separate, and the invalidation of any one shall not affect the validity or continued effect of any other.

2. Paragraph Headings: Paragraph headings in this Declaration are for convenience only and shall not be considered in construing the covenants, conditions and restrictions contained herein.

3. Waiver: Waiver or failure to enforce any covenant, condition or restriction contained in this Declaration shall not operate as a waiver of any other such covenant, condition or restriction.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the day and year first above written.

FOURDEE, INC., d/b/a/ Cedar Gate, Ltd.

By



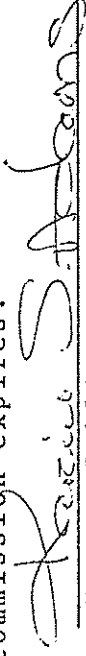
T. H. Smith, President

STATE OF COLORADO)
)
COUNTY OF Chaffee)

The foregoing instrument was subscribed and sworn to before me this 9th day of December, 1985, by T. H. SMITH, President of Fourdee, Inc., d/b/a Cedar Gate, Ltd.

Witness my hand and official seal.

My commission expires:



Notary Public
Address:

My Commission Expires March 31, 1989
18400 County Rd. 263
Nathrop, Colorado 81236

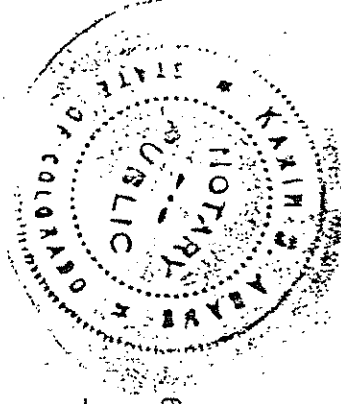


Exhibit A
DECLARATION OF PROTECTIVE COVENANTS
OF
CEDAR GATE, LTD

ARTICLE X

FURTHER RESTRICTION OF STRUCTURES PERMITTED

1. Pursuant to Article VIII, Amendment and Termination, the following restrictions of structures permitted is adopted by the record owners of at least three-fourths (3/4) of the property known as Cedar Gate, Ltd., and described in Article I Property Subject to Declarations herein and has been approved by the record owners of at least three-fourths (3/4) of the parcels within the property.
2. A list of those record owners of the parcels is attached hereto, marked as Exhibit A and attested to by the Secretary of the Board of Managers of Cedar Gate, Ltd., with the signatures of those record owners set out next to the lot numbers owned by those persons who have voted in favor of Article X. This document shall be filed for record with the Chaffee County Register of Deeds.
3. The finished living area on the ground floor of a residence, exclusive of garage and out buildings shall be a minimum of one thousand six hundred (1600) square feet.
4. Any modular or manufactured home must have a UBC designation.

Attested by:


Harold L. Newhouse
Secretary of the Board of Managers
Cedar Gate, Ltd.

Exhibit B
DECLARATION OF PROTECTIVE COVENANTS
OF
CEDAR GATE, LTD

ARTICLE XI

FURTHER RESTRICTION OF STRUCTURES PERMITTED

1. Pursuant to Article VIII, Amendment and Termination, the following restrictions of structures permitted is adopted by a majority of the record landowners of the property known as Cedar Gate, Ltd., and described in Article I Property Subject to Declarations herein and has been approved by at least a majority of the record owners of the parcels within the property.
2. The Board of Directors has tabulated the Official Ballots. These have been placed in the association's safety deposit box for safekeeping. This document, Exhibit B, has been signed by each of the board managers attesting that each of these covenant additions has received the approval of at least a majority of the property owners. This document shall be filed with the Chaffee County Register of Deeds.
3. Architectural Committee. An Architectural Committee is necessary to protect present and future residents of Cedar Gate. The Architectural Committee shall protect the seclusion and natural view of each separate parcel insofar as possible.
4. Liability. The Architectural Committee shall not be liable in damages to any person submitting any architectural plans for approval, or to any owner or owners of parcels within the property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person acquiring the title to any parcel within the property, or any person submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.
5. Roofs. All roofs shall be tile, slate, composition shingle, or colored sheet metal, excluding galvanized corrugated metal and wood shakes (due to fire danger).
6. Towers. No towers permitted and no exposed or outside radio, television or other electronic antennae shall exceed 24 feet in height. Such devices shall not extend above the roofline.
7. All homes shall be constructed on site and no pre-manufactured or modular homes will be permitted within the subdivision.

8. All driveways to the residences and garages shall be asphalt, concrete or suitable ground rock or gravel.
9. No building or structure shall be constructed, altered or permitted to remain on any parcel of land which will be higher than two storeys with a maximum height of 35 feet unless permitted in writing by the Architectural Committee.
10. All unsightly structures, facilities, equipment and other items, including but not limited to those specified below, shall be enclosed within a solid, covered structure or screened from view. This will include any trailer, boat, tractor, and any similar items.
11. No disabled vehicle(s) shall be permitted to remain on any property for more than thirty (30) days unless enclosed in a garage.
12. No firearms shall be discharged within the boundaries of Cedar Gate development.
13. No trash, ashes, or other refuse may be thrown, placed, dumped on any vacant lot in the development.
14. Each dwelling must have a garage.
15. All exterior wood walls shall be painted or stained and all materials shall have a finished appearance.
16. All household pets shall be confined within the lot of the household where it belongs and shall not be allowed to run loose throughout the development.
17. There shall be no burning of trash, garbage, or refuse on the premises. Burning of leaves, weeds, brush, and wood is permitted provided that such burning is done in such a manner as not to endanger any structure within the development and so long as the same does not violate any county restrictions.
18. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property, except for firewood and except for building materials during the course of construction.
19. All structures must have exterior walls which are of masonry, stone, stucco, solid wood siding, brick, rock, aluminum or vinyl siding or a combination thereof.
20. No all night yard lights, such as sodium vapor, will be allowed.
21. Unnecessary and continual barking of dogs will not be allowed.
22. Parking a Recreational vehicle a minimum of 100 feet from the road

and behind natural vegetation shall be permitted.

The above covenant additions and changes have been submitted to the Cedar Gate Landowners and have been approved by a majority of the owners. The official ballots are in the association's safety deposit box.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed as of this 21st day of March, 2000.

Michael Myers
Michael Myers
President

Norm Oliver
Norm Oliver
Vice President

Harold L. Newhouse
Harold L. Newhouse
Secretary

Nancy Drennan
Nancy Drennan
Treasurer

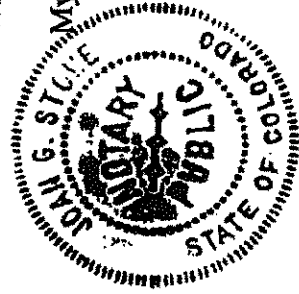
Richard Aslakson
Richard Aslakson
Alternate

State of Colorado

County of Chaffee

The foregoing instrument was subscribed and sworn to before me this 21st day of March, 2000, by the above Board of Directors of the Cedar Gate Landowners Association, Inc.

Witness my hand and official seal.



My commission expires: 12-14-03

John G. Steele
Notary Public
Address: 200 F Street
Salida, Co 81201

REC # 306000
PAGE # 0001 OF 0010

REC # 306000

Exhibit A

Of

X
Article

Of the Twenty two lot owners eligible to vote, two did not respond. Of the Twenty ballots returned as of this date, the response is:

<u>Yes votes</u>	19
<u>No votes</u>	1

#4. Any modular or manufactured home must have a UBC designation.

<u>Yes voted</u>	<u>No voted</u>
20	0

17 votes being required to pass

03/21/2006 11:24 RECORD FEE: \$15.00
CHAFFEE COUNTY, CO. JOYCE M RENO - CLERK & RECORDER REC #: 309923

PAGE #: 0001 OF 0003
**

Exhibit B
DECLARATION OF PROTECTIVE COVENANTS
OF
CEDAR GATE, LTD

ARTICLE XI

FURTHER RESTRICTION OF STRUCTURES PERMITTED

1. Pursuant to Article VIII, Amendment and Termination, the following restrictions of structures permitted is adopted by a majority of the record landowners of the property known as Cedar Gate, Ltd., and described in Article I Property Subject to Declarations herein and has been approved by at least a majority of the record owners of the parcels within the property.

2. The Board of Directors has tabulated the Official Ballots. These have been placed in the association's safety deposit box for safekeeping. This document, Exhibit B, has been signed by each of the board managers attesting that each of these covenant additions has received the approval of at least a majority of the property owners. This document shall be filed with the Chaffee County Register of Deeds.

3. Architectural Committee. An Architectural Committee is necessary to protect present and future residents of Cedar Gate. The Architectural Committee shall protect the seclusion and natural view of each separate parcel insofar as possible.

4. Liability. The Architectural Committee shall not be liable in damages to any person submitting any architectural plans for approval, or to any owner or owners of parcels within the property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person acquiring the title to any parcel within the property, or any person submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

5. Roofs. All roofs shall be tile, slate, composition shingle, or colored sheet metal, excluding galvanized corrugated metal and wood shakes (due to fire danger).

6. Towers. No towers permitted and no exposed or outside radio, television or other electronic antennas shall exceed 24 feet in height. Such devices shall not extend above the roofline.

7. All homes shall be constructed on site and no pre-manufactured or modular homes will be permitted within the subdivision.

02/21/2000 11:24 RECORD FEE: \$15.00 PAGE #: 0002 OF 0003
CHAFFEE COUNTY, CO. JOYCE M RENO - CLERK & RECORDER REC #: 309923

8. All driveways to the residences and garages shall be asphalt, concrete or suitable ground rock or gravel.
9. No building or structure shall be constructed, altered or permitted to remain on any parcel of land which will be higher than two storeys with a maximum height of 35 feet unless permitted in writing by the Architectural Committee.
10. All unsightly structures, facilities, equipment and other items, including but not limited to those specified below, shall be enclosed within a solid, covered structure or screened from view. This will include any trailer, boat, tractor, and any similar items.
11. No disabled vehicle(s) shall be permitted to remain on any property for more than thirty (30) days unless enclosed in a garage.
12. No firearms shall be discharged within the boundaries of Cedar Gate development.
13. No trash, ashes, or other refuse may be thrown, placed, dumped on any vacant lot in the development.
14. Each dwelling must have a garage.
15. All exterior wood walls shall be painted or stained and all materials shall have a finished appearance.
16. All household pets shall be confined within the lot of the household where it belongs and shall not be allowed to run loose throughout the development.
17. There shall be no burning of trash, garbage, or refuse on the premises. Burning of leaves, weeds, brush, and wood is permitted provided that such burning is done in such a manner as not to endanger any structure within the development and so long as the same does not violate any county restrictions.
18. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property, except for firewood and except for building materials during the course of construction.
19. All structures must have exterior walls which are of masonry, stone, stucco, solid wood siding, brick, rock, aluminum or vinyl siding or a combination thereof.
20. No all night yard lights, such as sodium vapor, will be allowed.
21. Unnecessary and continual barking of dogs will not be allowed.
22. Parking a Recreational vehicle a minimum of 100 feet from the road

PAGE #: 0003 OF 0003

and behind natural vegetation shall be permitted.

The above covenant additions and changes have been submitted to the Cedar Gate Landowners and have been approved by a majority of the owners. The official ballots are in the association's safety deposit box.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed as of this 21st day of March, 2000.

Michael D. Myers
Michael Myers
President

Norm Oliver
Norm Oliver
Vice President

Harold L. Newhouse
Harold L. Newhouse
Secretary

Nancy D. Newman
Nancy D. Newman
Treasurer

Richard A. Aleson
Richard Aleson
Alternate

State of Colorado

County of Chaffee

The foregoing instrument was subscribed and sworn to before me this 21st day of March, 2000, by the above Board of Directors of the Cedar Gate Landowners Association, Inc.

Witness my hand and official seal.



My commission expires: 12-14-03
John A. Stone
 Notary Public
 Address: 200 W. Street
 Salada, Co 81201