

Recorded at 10:43 A.M. JUNE 01 1967  
Reception No. 573970 Bernard J Gonzalez, Recorder

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Declaration of Protective Covenants

WHEREAS, ROBERT C. SILL, (hereinafter referred to as "Declarant"), is the owner of all that real property shown on Exhibit "A" attached hereto and made a part hereof, known as PONDEROSA HILLS - PHASE TWO; and

WHEREAS, the Declarant desires to preserve and protect the present and future value of said property by placing certain restrictions and covenants thereon so as to develop and maintain a high quality mountain development.

NOW, THEREFORE, Declarant hereby publishes and declares that the following restrictions and covenants are for the benefit of all persons who may hereafter purchase and from time to time own and hold any parcels of the subject property, which restrictions and covenants shall be deemed to run with the land and to be binding upon the owners of any of the said parcels, their heirs, personal representatives, successors and assigns, co-v/c:

1. Maintenance and Control Committee:

A. A Committee is hereby established consisting of three (3) members. The initial Committee shall consist of Robert C. Sill, Ellis W. Hanna and David G. Shier. A majority of the Committee may designate one member to act for it. In the event of the death, resignation or inability to serve, the remaining member or members shall have the authority to designate a successor or successors. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to these Protective Covenants. At any time after 80% of the acreage to be sold, is sold, the then record owners of a majority of that acreage shall have the power, through a duly recorded instrument, to change the membership of the Committee, to abolish the Committee, and/or to re-establish the Committee.

B. The address of the Committee is as follows: 259 N. Commercial St., Trinidad, Colorado 81082.

C. The Committee's approval as required in these Covenants, shall be in writing, and in no event constitute a waiver or abandonment of the restrictions and Covenants contained herein, nor shall such approval be considered as a ratification or acquiescence by the Committee of any violation or abridgment of such restrictions and Covenants. If the Committee fails to approve

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or disapprove any matters submitted within thirty (30) days of submission, it will be presumed that the same have been approved. Any notice of disapproval shall be by delivery in person or by Registered or Certified Mail, return receipt requested, addressed to the party submitting the same at an address which must be supplied with the submission.

D. The Committee is acting in an advisory capacity on behalf of all subject property owners and it is understood and agreed that the members of the Committee shall have no liability to any of the owners of any parcel of land herein, nor to any assignee, successor or transferee of and from such owner. Each owner, by accepting and recording his Deed, hereby ratifies and approves the provisions of this Paragraph.

2. Parcel Use:

Except for those areas designated as Common Area, if any, for the use of all property owners of the subject property, individual parcels shall be used for one single family dwelling and one guest house, Las Animas County Regulations permitting, incidental recreational uses only.

3. Building:

Las Animas County Zoning Regulations Only.

4. Camping:

Owner camping on the owner's parcel is permitted, provided the camp site is kept in neat and clean condition at all times. On breaking camp, campers shall make every effort to return the camp site to its natural conditions.

5. Easements:

There is hereby reserved a strip of land, sixty feet (60') in width, through all the subject parcels for use as an easement for ingress and egress and the administration of utilities servient to all the adjacent parcels of land. In addition, there is hereby reserved an additional ten foot (10') easement around the perimeter of each and every parcel of land, to be used, if needed, to create a more direct route for the installation and maintenance of utilities.

6. Water and Sewer:

Each structure designed for human occupancy or use shall connect to an approved domestic water source and approved sewage disposal system. The respective parcel owners shall install and use a domestic well and septic system having all necessary public regulatory and governmental permits and

approvals. No outside toilets or privies shall be permitted on any parcel at any time, other than for construction purposes as referred to in Paragraph 3 above. Chemical toilets will not be dumped on any parcel, or on the right-of-way of any road, unless buried properly on the owner's own parcel.

7. Signs:

No signs of any kind shall be displayed to the public view on any parcel except one sign if not more than two square feet, designating the owner, or with approval of the Committee, one sign of not more than eight square feet advertising the parcel for sale, or appropriate "Posted" or "No Hunting" signs.

8. Hunting:

Within the following parameters and with the following exceptions, hunting is allowed on subject property. Hunting is limited to the recorded owners of a parcel, plus two guests at any one time, with a maximum of six people in a hunting party, exclusive of spouses or children sixteen and under, unless written permission is obtained in advance from the Committee. Notwithstanding the above, individual property owners can restrict hunting on their property by fencing or properly posting same. Anyone so restricting their property, also loses all hunting rights on the remainder of subject property. The Committee reserves the right to change the areas open to hunting as development within subject property progresses.

9. Livestock and Animals:

Animals or livestock other than dogs, cats or other household pets, shall be permitted on the respective owner's parcel, as long as the property boundary is fenced with standard 4-strand barbed wire or other fencing material adequate to keep such livestock from straying onto the property of others. If owner wishes to fence his entire property and such fence is going to cross a main access road, an Association approved cattle guard must be installed at Owner's expense. Each parcel will be limited to a reasonable livestock count that can be adequately maintained on each individual parcel. The Committee shall final approval on the number of cattle, pigs, horses, etc., to be permitted on each parcel. Final approval of the Committee will not be unreasonably withheld. All livestock facilities must be kept in a neat, clean and attractive manner, so as not to be unsightly to other property owners.

10. Assessments:

There shall be due and payable by each parcel owner, an

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annual assessment for the maintenance and repair of the common roads and Common Areas. The initial assessments shall be One Hundred Dollars (\$100.00) for a vacant parcel, and Two Hundred Fifty Dollars (\$250.00) for a parcel which has a house thereon completed and ready for occupancy. The assessments are payable to the Committee, which is charged with the responsibility of accounting for and expending the funds in accordance with this Paragraph. If any assessment is not paid within thirty (30) days of the due date, which due date shall be January 31 of each year, a Lien may be filed by the Committee against the affected parcel, which Lien shall bear interest at 12% per annum until paid. Declarant hereby pledges to the Committee all revenue obtained from grazing leases on the subject property, which Declarant hereby reserves the right to let, after 80% of the subject property is sold.

11. Addition of Property:

Declarant, may, at any time add property to Ponderosa Hills - Phase II. Additional property may be in smaller or larger acreage parcels and will be governed by these Protective Covenants. Association dues will be no less than \$100 per tract per year on the added property, and after a structure is built, assessments shall be \$250.00 per tract per year.

12. Term of Covenants:

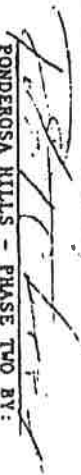
These Covenants and restrictions are to run with the land and shall remain in full force and effect for twenty-five (25) years from the date of recordation after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument amending them, as provided herein, has been properly recorded. These Covenants and Restrictions may be amended by a properly recorded instrument executed by majority of the owners of the parcels hereunder.

13. Enforcement and Severability:

If any person shall violate or threaten to violate any of the provisions of this instrument, enforcement shall be by proceedings at law or in equity by Declarant or any affected property owner, to restrain the person violating or threatening to violate them and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations. Invalidation of any one of the provisions of this instrument by judgment, court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, The Declarant has caused these Protective  
Covenants to be executed this 11<sup>th</sup> day of July, 1971.

  
PONDEROSA HILLS - PHASE TWO BY:  
ROBERT C. SILL

State of Colorado)

County of San Juan ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of  
July, 1971 by Robert C. Sill, Ponderosa Hills - Phase Two.

Witness my hand & official seal.

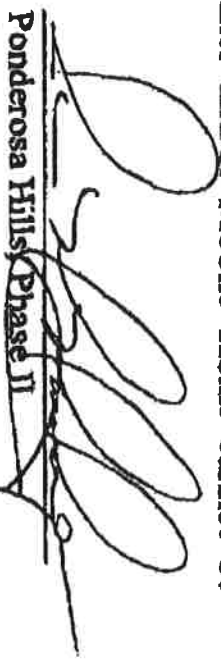


  
Notary Public

**AMENDMENT TO  
THE PROTECTIVE COVENANTS  
Ponderosa Hills, Phase II**

WHEREAS a majority of the current owners have agreed, The Declaration of Protective Covenants for Ponderosa Hills, Phase II, Recorded in Book 852 at Pages 673-677 of the Las Animas County Clerk and Recorder, is hereby amended as follows:

Paragraph 3 shall be amended to read: Trailers and/or Mobile Homes shall be authorized as a temporary dwelling for a maximum of three from the date of placement on the subject tract, or the recording date of this Amendment whichever is the later date. These temporary dwellings and surrounding areas shall be maintained in an orderly fashion so as not to cause adjacent parcels to be degraded or devaluated. This three year period is allowed expressly for the construction of a permanent home. If the intent is to modify the exterior of the Trailer and/or Mobile Home to resemble a standard home or cabin such modifications shall be allowed as long as said modifications are accomplished within the 3 year period and the Trailer and/or Mobile Home cannot be recognized as such.

  
Ponderosa Hills, Phase II  
Owners Association

James M. Morsberger, Asst Director

State of Colorado )  
 ) SS.

County of Las Animas )

The foregoing instrument was acknowledged before me this 28 day of September, 1999, by James M. Morsberger, Assistant Director of the Ponderosa Hills, Phase II Owners Association.

Witness my hand and official seal.

My commission expires: 2-12-2003

  
Notary

