

PROTECTIVE COVENANTS

ELK CREEK RANCHES FILING NO. 1

Legal Description:

W½ of Section 6, T. IIS., R. 65 W., and in part of Section I, T. IIS., R. 66 W. of the 6th P.M., El Paso County, Colorado.

For and in consideration of the premises and in further consideration of declarations herein set forth and in further consideration of future purchases and transfers of said real property lying within the above-described property, it is hereby declared that all of the above-described real property is and shall be used, held, transferred and conveyed subject to the following restrictions and protective covenants, to wit:

1. Building Type and Use. All lots shall consist of tracts of not less than 5 acres, which area may include all abutting streets and roads. No lot shall be used for other than residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with a minimum two car attached or detached garage; except a corral and animal barn/detached accessory building may be constructed as an adjunct to a dwelling house subject to the restrictions hereinafter contained and as otherwise approved by the Architectural Control Committee. No more than two additional accessory structures, or outbuildings, may be permitted. The outbuildings may be permitted provided they are in keeping with the overall architecture and scheme of the main dwelling, and are approved as to design, size, and location on plans and specifications submitted to the Architectural Control Committee. Servants' quarters or quarters for close relatives of the owner of any lot may be provided within the single family dwelling which complies otherwise with these covenants as to character design, property line setbacks and principal use. No paying guests shall be quartered in any residence.

Mobile homes and trailer homes are prohibited. Modular, factory built, underground or homes moved from other sites are prohibited unless specifically approved by the Architectural Control Committee. The intent of these covenants is to harmonize all construction with the surrounding environment. Solar homes may be built within the subdivision provided the Architectural Control Committee approves the design and location of heat collector systems.

All sanitary facilities shall have prior approval of the City-County Health Department of El Paso County. Water and other utilities are the sole responsibility of the individual owner.

2. Dwelling Size. The living area of a residence shall consist of at least one thousand eight hundred (1,800) square feet of finished construction, excluding porches, decks, and garage. Height shall be limited to three stories, which includes a basement, if applicable. Each residence shall have as a minimum a two car enclosed garage, either attached or detached.

3. Building Location. No building erected on any lot shall be placed closer than seventy-five feet from the front lot line or closer than fifty feet to any side lot line or rear lot line. When topography or other unusual circumstances make these setbacks impractical, less setback may be possible with permission from the Architectural Control Committee. No structure of a permanent nature shall be permitted or erected in any area of the one hundred-year flood plain as denoted upon the recorded plat of the subdivision.

4. Time of Construction. Any construction on the premises shall be completed within one year of the commencement of construction.

5. Materials. All materials used in the construction, alteration or remodeling of any building shall be of new

and of good quality and design. Used materials of good quality may be used in exceptional circumstances, providing the approval of the use of such materials is first obtained from the Architectural Control Committee.

6. Animals. Barnyard animals, fowls or household pets as the term is generally understood may be kept upon said property provided they are not kept for commercial purposes and do not create a nuisance to adjoining properties. The number of and types of animals kept shall comply with all laws and regulations, including but not limited to county regulations and each parcel's well permit. All animals kept on the premises shall be securely enclosed or otherwise restrained. No animals of any nature shall be commercially raised or kept upon the premises PROVIDED HOWEVER this restriction shall not prohibit the raising of animals in connection with 4-H activities provided that any such activity shall not be allowed to constitute a nuisance to the area or to any adjoining properties in the form of either excessive noise or odor. Such 4-H activities are encouraged provided they do not unduly interfere with other properties in the area.

7. Drainage. No owner shall collect water at one point and discharge same on to an adjoining lot nor in any way change the natural drainage so as to unduly change the amount of water which runs onto an adjoining property.

8. Easements. Easements are hereby reserved ten feet either side of all lot lines and along all roadways for the purpose of construction of utilities to the various properties. A twenty-foot easement shall be reserved along the subdivision perimeter boundaries (excluding the perimeter along County Line Road) as a bridle path. Fences may not obstruct bridle path easements as defined on subdivision plat.

9. Refuse and Rubbish. Each owner shall be responsible for maintaining each lot purchased to the extent that the lots are kept free of trash, rubbish, refuse and other things of an unsightly nature. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Trees now located on the lots shall be retained and maintained except as necessary to be removed in connection with construction, disease control or selective thinning.

10. Signs. No advertising signs shall be erected on any portion of said property except for reasonable sized builders or realty type signs or small professional signs.

11. Home Business. Home businesses are allowed provided they have approval by the Architectural Control Committee and do not create excessive traffic and noise.

12. Vehicles. Parking vehicles on roads on a regular basis is prohibited. Only one visible unregistered or non-operating vehicle is permitted. All vehicles stored on the property shall belong to the property owner or tenant only.

13. Outdoor Lighting. All exterior lighting must be arranged to reflect away from any adjoining premises and any public right of way, and shall be shielded to contain all direct rays to the site.

14. Firing Ranges. Construction of any outdoor facility for the discharge of any type of firearms is expressly prohibited.

15. Wind Generators. Construction of any wind driven device to generate electricity is expressly prohibited.

16. General Nuisance. Nothing shall be done or permitted on any tract, which may be or become an annoyance, a hazard, or a nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

17. Grandfather Clause. The new provisions relating to structures and the number of outbuildings, dwelling

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size and height, and garages do not apply to homes already built or approved for construction by the Architectural Control Committee (ACC) prior to the effective date of these revised covenants.

18. Terms of Covenants. These restrictions, conditions and covenants shall run with the land and be binding upon all parties and all persons claiming under them for a period of ten years from the date of the recording of this instrument, at which time said restrictions, conditions and covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots or parcels of said property, it is agreed to change said restrictions, conditions and covenants in whole or in part.

19. Architectural Control Committee. An Architectural Control Committee (ACC) for Elk Creek Ranches is hereby constituted and created. This committee shall have a minimum of three members.

A majority of the Committee may delegate to a representative the authority to act on behalf of the Committee in a reasonable manner under any circumstance, and the Committee may ratify and approve any act of its membership or a designated representative in its discretion. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for service performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

These covenants acknowledge that from time to time Elk Creek Ranches may have a property owners' association. When such an association does exist, the ACC will work with and seek input from that association on ACC issues. At any time such an association reaches a point where it represents a majority of the property owners, the ACC shall become a committee of the association.

Plans and specifications showing types of materials, exterior colors, shape, height, and location for all buildings, structures, and fences to be erected, changed or altered, shall be submitted in advance of such construction to the Architectural Control Committee; said Committee shall, in writing, approve or disapprove said plans within thirty (30) days after submission. In the event the ACC fails to approve or disapprove within thirty (30) days after plans, specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The ACC shall make reasonable provisions to insure that all structures shall conform to the plans submitted and approved. In the event of disapproval, the Committee shall state its reasons for such disapproval. In all matters, the decision of a majority of the Committee voting shall be controlling.

20. Enforcement of Covenants. A. Summary Abatement. Whenever the Committee shall find and determine that there shall have been erected on any residential lot any structure which is in violation of these covenants, the Committee, under the authority of the property owners in the subdivision, or its designees, shall have the right to enter upon the residential lot where such violation has been found to exist, and to summarily abate and remove at the expense of the owners thereof, any structure, situation or condition that may exist on said property contrary to the intent and meaning of these covenants; neither the Committee or its agents, assigns or designees shall be deemed guilty in any manner of trespass for such entry, abatement or removal, and by acceptance of a deed subject to these covenants, the owner of any such lot expressly consents to such entry. Costs of expenses of such entry, abatement, and removal, shall be and remain a lien upon the residential lot, by recording a written statement in the office of the El Paso County Clerk and Recorder as provided in Paragraph 21 below.

B. Judicial Enforcement. Without limiting the foregoing remedy, if any owner shall suffer or permit a violation or threaten to violate any covenant herein contained, any other owner of a residential lot in the subdivision may institute proceedings at law or equity to enforce the provisions of this instrument, on behalf of himself, the Committee, and all or part of the lot owners, to restrain the person violating or threatening to violate them and to recover from said

violator damages actual and punitive, together with reasonable attorneys' fees for such violation. Said owner seeking to enforce these covenants shall be entitled to reimbursement of any attorneys' fees not otherwise recovered in connection with such action, only if such payment of fees was previously approved by the Committee or lot owners. Failure of the Committee or any owner to enforce any covenant or restriction here appearing shall in no event be deemed a waiver of the right to do so thereafter.

21. The foregoing restrictions shall apply only to the owners of the fee title to the property herein described and the heirs, legal representatives, successors or assigns of such owner, and said restrictions shall not apply to or in any manner operate to prejudice the owners of a valid lien on the property affected hereby. However, should the owner of a valid lien become the owner of the fee title to the said property, then the said restrictions shall thereupon become applicable to such lien holder as such owner, except that such owner shall not be chargeable with any violation or breach of said restrictions prior to his becoming such owner. In the event, however, that the status of such lien holder as a freeholder should again become that of a lien holder, whether of vendors or other lien, his rights hereunder shall again become as other lien holders as such rights are herein fixed. All the provisions contained in this instrument shall be construed together, but if it shall at any time be held that any provision or part hereof become unenforceable, no other provision or part hereof shall be affected or impaired.

22. Every person, who by deed becomes the owner of any lot, tract or parcel of land herein above described, will be deemed to have accepted such deed and title to the land herein described, or any portion thereof, subject to all of the restrictions and conditions herein contained.

Every person, who by written contract agrees to purchase any lot, tract, or parcel of land herein described, will be deemed to have made and accepted such contract and agreed to purchase the lands herein described, subject to all of the restrictions and conditions herein contained.

The heirs, executors, administrators, representatives, successors or assigns of every person who shall accept a deed or contract shall be bound by all of the provisions of this instrument to the full and same extent as the original purchaser is bound, but no person who has conveyed his right and interest in and to any of the lands covered by these restrictions shall be held personally liable for the violation of any provision hereof by a subsequent owner.

23. Effective Date: These covenants become effective when signed but no earlier than the first day of July 2000.

We, Stephen C. Plank, jeri-Gene Bauman, Rainer P. Jonas, members of the Architectural Control Committee of Elk Creek Ranches Filing No. 1, duly created pursuant to Paragraph 13 of the Protective Covenants of Elk Creek Ranches, being first duly sworn, do hereby declare to the undersigned authority that we have received signed approval from a majority of the owners of lots or parcels in Elk Creek Ranches Filing No. 1 to the changes in the protective covenants which are now incorporated in these covenants for recording. Approval is in the form of ballots provided to us by the Elk Creek Ranches Property Owners Association.

Stephen C. Plank



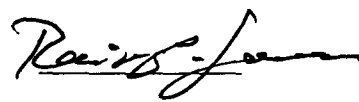
20415 Elk Creek Drive East
Colorado Springs, CO 80908

jeri-Gene Bauman



5555 Ramblin Rose Road
Colorado Springs, CO 80908

Rainer P. Jonas



20440 Elk Creek Drive East
Colorado Springs, CO 80908

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STATE OF COLORADO)

) SS.

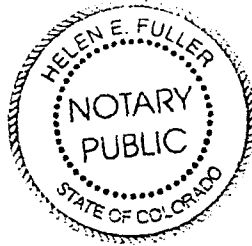
COUNTY OF EL PASO)

Subscribed and sworn to before me on June 23, 2000, by Stephen C. Plank, Jeri-Gene Bauman, Rainer P. Jonas, as members of the Architectural Control Committee of Elk Creek Ranches Filing No. 1.

Witness my hand and seal.

My Commission Expires:

12-11-2000



Helen E. Fuller
NOTARY PUBLIC
18470 Sloan Lane
Monument, CO 80132