

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
TURKEY ROCK RANCH ESTATES,
TELLER COUNTY, COLORADO**

WHEREAS, two Declarations of Agreement Establishing Building Restrictions In Turkey Rock Ranch Estates, Teller County, Colorado, were recorded in the official records of the Clerk and Recorder of Teller County, Colorado ("Covenants" or "Declaration") as follows: (i) for those lots in what is commonly referred to as Filing 1, such Covenants were recorded on February 10, 1966, in Book 304 at page 587, Reception Number 191654, and (ii) for those lots in Filing 2, such Covenants were recorded on November 15, 1967, in Book 314 at Page 275, Reception Number 196563; and

WHEREAS, pursuant to Paragraph 1 of Part C of each Declaration, the Covenants are effective for a term of twenty-five (25) years from the date each such Declaration was recorded and are to be automatically extended for successive terms of ten (10) years unless changed; and

WHEREAS, Paragraph 1 of Part C of each Declaration provides that the Covenants can be changed by an instrument signed by a majority of the owners of the Lots in Turkey Rock Ranch Estates in accordance with the provisions of the Declaration; and

WHEREAS, the majority of the owners of the Lots in Turkey Rock Ranch Estates desire to change the Declarations in certain respects more fully set forth below and to affirm the continued effectiveness of the Covenants (as changed) for at least the second of the aforementioned ten year terms; and

WHEREAS, Turkey Rock Ranch Estates contains three hundred twenty two (322) Lots as more fully set forth in the plat(s) thereof recorded in the official records of the Clerk and Recorder of Teller County, Colorado;

NOW THEREFORE, by their signatures below on the signature pages attached to this Amendment, the owners of the Lots identified below in the attached signature pages (who constitute a majority of the Lots in each filing, respectively, of Turkey Rock Ranch Estates) hereby declare as follows:

A. Because the first paragraph (unnumbered) of the preamble of the Declaration is, as of the date of this Amendment, obsolete in that Turkey Rock Ranch, Inc., is no longer the owner of all the Lots in Turkey Rock Ranch Estates as stated in the original first paragraph of such preamble, the first paragraph of such preamble shall be deleted in its entirety and a new first paragraph of such preamble shall be substituted therefor to read in its entirety as follows:

WHEREAS, TURKEY ROCK RANCH, INC., the original owner of all the Lots in Turkey Rock Ranch Estates, has heretofore caused to be filed for record in the official records of the Teller

County, Colorado, Clerk and Recorder the plat of Turkey Rock Ranch Estates, and all of the Lots in Turkey Rock Ranch Estates have been conveyed to third-party owners but prior to the first of such conveyances, Turkey Rock Ranch, Inc., then being the owner of all the Lots in Turkey Rock Ranch Estates, caused to be filed for record in book 304 at page 587 of the records of Teller County, Colorado, a Declaration Of Agreement Establishing Building Restriction In Turkey Rock Ranch Estates establishing protective covenants applicable to all of the Lots within Turkey Rock Ranch Estates subject to the provisions for change stated in Part C of said Declaration. The owners and persons whose names appear below, who are the successors to the rights of Turkey Rock Ranch, Inc., established in said Declaration, and pursuant to Part C of said Declaration, do hereby declare that all of the Lots and real property within Turkey Rock Ranch Estates shall be conveyed subject to and shall be acquired, used, and held subject to the Covenants (as changed herein), and any person or entity, by acceptance of any interest in said property, whether by purchase, gift, inheritance, foreclosure, or otherwise, shall acquire the same subject to the following Covenants, such persons specifically agreeing by such acceptance to be bound by the Covenants (as changed herein) and to conform to the same:

B. COVENANT ARTICLES

I. COVENANTS ESTABLISHED; DEFINITIONS.

The Covenants shall be known as the Turkey Rock Ranch Estates Protective Covenants, hereinafter called "Covenants." The Covenants (those contained in the Declaration as changed herein) shall apply in their entirety to Lots 1 through 310, TB, and TB1 through TB11, including redesignations or redefinitions thereof, in Turkey Rock Ranch Estates, County of Teller, State of Colorado (hereinafter called "Subdivision"), as such Subdivision is set forth in the plat thereof in the official records of the Clerk and Recorder, Teller County, Colorado. The Declaration and this Amendment shall be construed together. In the event of conflict between the Declaration and this Amendment, the provisions of this Amendment shall control but only to the extent of such conflict. The defined terms in the Declaration shall have the same meanings herein unless the context otherwise requires.

II. SPECIAL AGREEMENTS.

No owner of a Lot (hereinafter "Lot owner" or collectively "Lot owners") shall deface any Lot or other property in the Subdivision. Living trees shall not be cut or removed within the Subdivision unless the tree(s) present a hazard or fire danger or as necessary for building purposes. Lot owners shall remove dead and/or diseased trees and brush from their Lots to avoid wildfires and infestation of beetles and disease. No clear cutting is allowed. Lot owners are encouraged to comply with the U. S. Forest Service guidelines for fire safety and the Teller County land use regulations or comparable laws or regulations.

A culvert shall be installed by the Lot owner under any private driveway to a Lot where needed to provide for proper drainage. Lot owner should consult with Teller County Road & Bridge

Department regarding these requirements.

A utility easement along lot lines is reserved for a right-of-way for installation and maintenance of utilities as shown on the recorded plat.

To preserve the integrity of the water supply and the health and welfare of the Subdivision, no Lot owner or other person shall place or dump any toxic or hazardous substances, including, without limitation, hazardous chemicals, medical wastes, cleaning materials, paint products and paint containers, gasoline or oil, animal waste, or any other substance classified as toxic or hazardous by any governmental entity in the Subdivision, whether on the surface or subsurface or in any body of water flowing through or under the Subdivision, and such placing or dumping is absolutely prohibited.

PROHIBITED OPERATIONS, EQUIPMENT. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tunnels, mineral excavations or shafts, or tanks of any type or purpose (except propane tanks and gasoline tanks for fire department use) be permitted upon, in, or on any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot.

III. RESIDENTIAL AREA COVENANTS.

Turkey Rock Ranch Estates is zoned R-1. Lots shall be used for residential purposes only. Lots that have been divided, redefined, or redesignated, or by vacation of lot lines included in another Lot, shall not thereafter be subdivided or further changed, except that two or more Lots may be combined into one larger Lot provided that such larger Lot shall not thereafter be divided, redefined, or redesignated into one or more smaller Lots. The only buildings or structures allowed on any Lot shall be (i) one single-family dwelling of not less than 780 square feet of enclosed living space (together with an attached or detached garage having a maximum capacity of three vehicular units) which -- together with its garage -- shall have been constructed substantially in its entirety on such Lot ("stick built" on-site other than, for example, pre-manufactured windows, roof trusses, and other similar components) and (ii) one storage shed of not more than 120 square feet constructed of suitable materials in harmony with existing structures. No new or used structures of any kind (except for permitted storage sheds), including but not limited to campers, trailers, mobile homes, modular units, manufactured units, and other substantially complete off-site built structures, shall be moved onto or placed on any Lot at any time, either permanently or temporarily.

Recreational vehicles, including but not limited to motor homes, camping trailers, pop-up tent trailers, and other vehicles of a mobile nature, may be stored on Lots that have a permanent residence erected thereon. While stored, such vehicles shall not obstruct public ways and shall not be used for living quarters, either permanently or temporarily. Recreational vehicles may not be stored on unimproved Lots. On unimproved Lots, recreational vehicles may be used for camping in accordance with Teller County zoning and land use regulations for up to 60 days (consecutive or

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non-consecutive) per calendar year. All waste, including human waste, shall be properly disposed of, and any Lot on which such camping shall occur shall be kept clean and sanitary at all times. During construction of a permanent private dwelling, camping will be allowed for up to a six-month period on that Lot, provided all building permits are current and kept posted on the property with the building permit noting that there are campers on the property, and provided water and sewer systems have been installed in accordance with Teller County regulations and connected to such campers prior to such campers being used for living quarters. The sixty-day and six-month provisions of this paragraph cannot be combined during construction.

No permanent outside toilets are allowed. Dumping of any waste on any Lot or other property within the Subdivision, including common property and public ways, is not allowed.

Storage on a Lot of abandoned or junk vehicles, unused appliances, bathroom and kitchen fixtures, water heaters, and similar items shall not be permitted. An abandoned or junk vehicle, any unregistered or inoperable auto, truck, motorcycle, boat, camper, trailer, motor home, or other similar vehicle, licensed or not, which is not garaged and has remained on such Lot for 30 days or longer. No such vehicles shall be placed on the common property or a public way. The intent of this provision is to prevent any unsightly condition within the Subdivision.

Small, occupational or home-based businesses conducted in compliance with Teller County zoning and land use regulations shall be permitted. No commercial businesses, such as repair garages, junk yards, breeding of animals or kennels, or similar businesses, will be allowed.

Outside, open campfires are not allowed unless enclosed on three sides with fireproof material (at least 2 feet minimum height), covered with a grill and attended at all times when in use.

IV. ARCHITECTURAL CONTROL.

No building, including storage sheds, shall be erected, placed or altered on any Lot until the construction plans, specifications (including exterior materials and colors), and a plan showing the location of the structure on the Lot have been approved by the property owners' association board of directors or a separate architectural control committee (if such a committee is established by such association in the future) as to the quality, harmony of external design, color, and compatibility with the area and with existing structures, and as to location with respect to topography and finish grade elevations in compliance with Teller County zoning and land use regulations.

Building exteriors shall be painted, stained, or sided in natural or earth tone colors that blend with the surrounding area.

Once construction has begun, the Lot owner or construction company shall provide a portable toilet for workers at the site until sanitary facilities have been connected within the building under construction.

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The Lot owner and/or construction company shall also provide a "dumpster" for disposal of construction debris, trash, refuse, etc., during the construction of the building and will remove all construction debris from the Lot (by means of the dumpster or other approved method) within seven days following completion of the project. After such seven days, there shall be no construction materials, trash, or debris of any kind left on the Lot.

No building materials shall be stored, permanently or temporarily, on any Lot if no building permit has been issued for such Lot.

No building shall be located on any Lot nearer to the front, side, or back lot line than the minimum setback lines shown on the recorded plat or nearer than thirty feet to the front lot line or nearer than twenty five feet to any side lot line which fronts on a street, whichever shall be greater. For combined Lots for which no vacation of interior lot lines has occurred, no building shall be located nearer than twenty feet to such an interior lot line. For combined Lots for which vacation of interior lot lines has occurred, no building shall be located on any interior lot line nearer than twenty feet to the rear lot line. For the purposes of this provision, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that nothing herein shall be construed to permit any portion of a building on a Lot to encroach upon another Lot or the common property.

V. NUISANCES.

No noxious or offensive trade or activity shall be permitted within the Subdivision nor shall anything be done which may be or become an annoyance, hazard, or nuisance to Lot owners. This includes but is not limited to the following matters:

No noxious, hazardous, damaging, or offensive activity shall be carried on upon any Lot, common property, or public way nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Lot owners or the public. Prohibited activities include (but are not limited to) excessive barking of dogs, excessive noise from any source (including noise - and damage - caused by snowmobiles, off-road recreational vehicles, or motorized vehicles), and similar items or activities. No annoying lights, sounds, or odors shall emanate from any Lot or home site.

Lighting standards and fixtures shall not exceed the lesser of five feet higher than the highest point of the dwelling (not including the garage) or a height of twenty five feet. Onsite lighting for parking and building areas shall be downcast, shielded, and shall not cast a direct light beyond the limits of the Lot as referenced in the Teller County land use regulations.

VI. SIGNS.

No sign shall be displayed to the public view on any Lot except one sign of not more than three square foot providing the residents' name(s) and address, one sign of not more than five square feet advertising the property for sale or rent, and signs used by a builder to advertise the property

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during the construction and sale period. All signs shall be of professional quality in appearance and construction and shall be appropriately placed on the Lot for the purpose intended. No private signs shall be placed on the common property except as permitted below or on a public way.

Community signs on the common property which identify the community and post useful information regarding announcements, restrictions, and limitations are allowed. In addition, one community bulletin board and one entrance sign shall be maintained by the property owners' association for the Subdivision for the posting of information of interest and benefit to the community.

VII. ANIMALS.

No animals, livestock (including horses and llamas), or poultry of any kind shall be raised, bred, or kept on any Lot or other property within the Subdivision except dogs or cats or other customary household pets which may be maintained on a non-commercial basis. Such pets shall be limited to no more than six total pets or such lesser number as may be established from time to time by Teller County regulation and cared for so as to not cause a source of annoyance to residents of the Subdivision. Owners of pets shall control their pets and shall be responsible for their pets' damage and behavior, and Lot owners shall be responsible for the damage and behavior of any animals they permit on their Lots, either permanently or temporarily. Pets and domestic animals shall be confined to the animal owner's Lot or leashed if being exercised within roadways or on the common property. Any dog, cat or other animal which barks, howls, or makes other noises so as to disturb neighbor(s) to a degree which is a persistent threat or annoyance is prohibited, and the animal's owner (including Lot owners, renters, and guests) may be reported to governmental authorities for action in addition to being a violation of these Covenants.

VIII. REFUSE AND GARBAGE DISPOSAL.

No dumping of trash, rubbish or other waste shall be allowed on any Lot. This provision shall not preclude the trash dumpster on Turkey Rock Recreation Association ("TRRA") common property for the use of TRRA members subscribing to the agreement of its service. A SERVICE FEE IS REQUIRED FOR THE USE OF THE DUMPSTER.

All equipment for the storage and disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition. No incinerators are allowed.

IX. FIREARMS AND HUNTING.

No hunting, target practice, or discharge of firearms shall be permitted within the Subdivision with the exception of use for protection of person or property. Violation of this prohibition shall be considered as an endangerment to life and public safety.

X. COMMON PROPERTY.

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An area of common property (hereinafter called "Common Area"), partially described as approximately 21.27 acres, including Lot 17 1, (Firehouse and Cabin, which legal description is recorded in Teller County), shall be maintained for the use and enjoyment of TRRA members. Management and maintenance of the Common Area shall be vested in the Turkey Rock Recreation Association, a Colorado non-profit corporation, which is the property owners' association for the Subdivision.

It shall be the mutual responsibility of Lot owners to keep and maintain the Common Area free from trash, debris, and sewage, whether solid or liquid, from whatever source, and to prevent the Common Area from being changed in any way or part without the express permission or authorization of the Turkey Rock Recreation Association. No livestock (including horses) or motorized vehicles (including two, three, or four or more wheeled vehicles) or snowmobiles or other motorized equipment for travel on snow may be used on the Common Area (other than TRRA maintenance vehicles and equipment appropriate for such use).

Property owners and/or their children and guests who visit the Common Area shall remove whatever trash and debris results from such visits.

No water from the Common Area shall be used for any purpose other than emergency fire protection and in compliance with the Colorado Division of Water Resources and all water rights.

All users of the Common Area and other common property do so at their own risk.

The Turkey Rock Recreation Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for beneficial purposes and subject to the conditions as may be agreed upon by the Association. No such transfer shall take place unless such transfer has been approved by a majority of the Turkey Rock Recreation Association, members. Any such transfer instruments shall be recorded in Teller County.

XI. DURATION.

These Covenants, as amended, shall run with the land and shall be binding upon all Lot owners and all persons claiming under them for a period of ten (10) years from the date set forth in Article XIV below, after which time these Covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change these Covenants in whole or in part.

XII. ENFORCEMENT AND PROSECUTION.

If any Lot owner or his or her assigns shall violate or attempt to violate any of the Covenants, it shall be lawful for any other person owning any Lot situated in the Subdivision, or the Association, to enforce these Covenants under proceedings at law or in equity against the person or persons

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violating or attempting to violate these Covenants or any provision of them, either to prevent him, her, or them from so doing by injunction and/or to recover damages for such violation.

The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter for the same breach or for a breach occurring prior to or subsequent thereto, and such failure shall not bar or affect such enforcement.

If judicial action becomes necessary to enforce these Covenants, and a violation is established, the violator(s) shall pay all costs of the enforcement proceedings, correction of the violation, and reasonable attorneys' fees to the prevailing party or parties, whether a Lot owner, the Association, or a combination thereof.

XIII. AMENDMENTS.

The changes herein to the Covenants are evidenced by the signatures below of the Lot owners as set forth in the signature pages attached to this Amendment (who constitute the majority of the owners of Lots in Turkey Rock Ranch Estates).

XIV. EFFECTIVENESS.

The changes to the Covenants as stated herein shall be effective for so long as the Declaration is effective unless changed in accordance with the provisions established herein. The changes to the Covenants as stated above shall be deemed effective (i) for those Lots in what is commonly known as Filing 1 (the Covenants recorded in Book 304 at Page 587) as of 12:01 a.m. on February 10, 2001, and (ii) for those Lots in Filing 2 (the Covenants recorded in Book 314 at Page 275) as of 12:01 a.m. on November 15, 2002, regardless of any earlier recording of this Amendment.

XV. INVALIDATION BY COURT ORDER.

Invalidation of one or more of the Covenants by judgement or court order shall not affect the other provisions which shall remain in full force and effect.