

PROTECTIVE COVENANTS SLATER CREEK RANCH CO.

Subdivisions No. 1 and 2.

STATE OF COLORADO)
COUNTY OF PARK)

DECLARATION OF PROTECTIVE COVENANTS

PREAMBLE AND AREA APPLICATION

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, SLATER CREEK RANCH CO., hereinafter sometimes called Subdivider, is the OWNER of all the following described property situate in the County of Park and State of Colorado, to wit:

SADDLE MOUNTAIN HEIGHTS Subdivision No. 1 and 2.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deed to tracts in SADDLE MOUNTAIN HEIGHTS Subdivision No. 1 and 2, hereinafter sometimes called Saddle Mountain, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said tracts that said tract, in addition to the ordinances of the County of Park, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. Building Type and Use: All tracts shall be known and described as western ranch tracts and shall be used for ranches, residential homes and country estate/leisure-time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishment for the benefit of all owners of tracts in SADDLE MOUNTAIN. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on SADDLE MOUNTAIN. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee.

2. Dwelling Size: The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

3. Building Location: No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.

4. Exceptions to Setback Restrictions: Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above. Further, on streets and cut-de-rac's where there is a cut or fill of five (5) feet or more the setback from the street or cut-de-rac may be ten (10) feet.

5. Temporary Residences: Except as hereinbefore provided, no structure of temporary character, mobile home, camper, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, and for vacation camping and vacation use, such permit to be in writing and with a time limitation.

6. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of that particular structure, wall, fence, residence, ancillary buildings, or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

7. Easements: Easements for installation and maintenance of utilities, roadways, bridge paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for use, service and maintenance.

8. Obstructions to Vision at Intersections: No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

9. Nuisances: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

13. Water and Sewage: All water wells and sewage disposal systems placed upon any tract shall comply with the requirements of the State of Colorado Health Department. No septic tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official of the State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract.

14. Animals: No animals or livestock of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each 1.0 acre of land owned may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than sixty (60) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Architectural Committee and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract, the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.

15. Clearing of Trees: There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices. In no event shall more than 50% of the trees on any tract be cut down, cleared or killed without approval of the Architectural Committee.

16. Right of Subdivider: Subdivider, its successors or assigns, expressly reserves the rights:

a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from these conditions, restrictions, limitations and agreements herein set forth; and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable on all other tracts located in the said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

c. to sell large portions of SADDLE MOUNTAIN area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

17. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless on instrument signed by a majority of the then owners of the tract has been recorded, changing said covenants in whole or part.

18. Architectural Committee:

a. Purpose: To assure, through intelligent architectural control of building design, placement and construction, that SADDLE MOUNTAIN shall become and remain an exclusive, attractive residential community, and to uphold and enhance property values.

b. Membership: The Architectural Committee is composed of five (5) persons appointed by Subdivider, provided, however, that after the erection of five (5) complete dwelling units within SADDLE MOUNTAIN, the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) per cent of the tracts in SADDLE MOUNTAIN are sold and until five (5) complete dwellings have been erected. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any ground including purely aesthetic grounds.

d. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

19. Enforcement: Enforcement shall be by proceedings at law or in equity.

hereinafter sometimes called Saddle Mountain, hereby declares its understanding that every person who shall be or who shall become owner of any of said tracts that said tracts, in addition to the ordinances of the County of Park, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. **Building Type and Use:** All tracts shall be known and described as western ranch tracts and shall be used for ranches, residential homes and country estate/leisure-time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishment for the benefit of all owners of tracts in SADDLE MOUNTAIN. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on SADDLE MOUNTAIN. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee.

2. **Dwelling Size:** The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

3. **Building Location:** No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.

4. **Exceptions to Setback Restrictions:** Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unenclosed construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above. Further, on streets and cul-de-sacs where there is a cut or fill of five (5) feet or more the setback from the street or cul-de-sac may be ten (10) feet.

5. **Temporary Residences:** Except as hereinbefore provided, no structure of temporary character, mobile home, camper, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, and for vacation camping and vacation use, such permit to be in writing and with a time limitation.

6. **Time of Construction:** Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of that particular structure, wall, fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

7. **Easements:** Easements for installation and maintenance of utilities, roadways, bridge paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for use, service and maintenance.

8. **Obstructions to Vision at Intersections:** No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

9. **Nuisances:** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

10. **Refuse and Rubbish:** Rubbish, junk, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, junk, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

11. **Clothes Drying Area:** Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than sixty (60) feet from the side street line.

12. **Signs:** All signs displayed upon any of the premises or tracts must be first approved by Subdivider or by the Architectural Committee. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. Subdivider reserves right, however, to require modification or removal of such signs if deemed not in keeping with the area and subdivision decor.

apply to the parcel as a whole.

15. **Clearing of Trees:** There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices. In no event shall more than 60% of the trees on any tract be cut down, cleared or killed without approval of the Architectural Committee.

16. **Right of Subdivider:** Subdivider, its successors or assigns, expressly reserves the right:

a. From time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. To enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable on all other tracts located in the said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

c. To sell large portions of SADDLE MOUNTAIN area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

17. **Term of Covenants:** These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

18. Architectural Committee:

a. **Purpose:** To assure, through intelligent architectural control of building design, placement and construction, that SADDLE MOUNTAIN shall become and remain an exclusive, attractive residential community, and to uphold and enhance property values.

b. **Membership:** The Architectural Committee is composed of five (5) persons appointed by Subdivider, provided, however, that after the erection of five (5) complete dwelling units within SADDLE MOUNTAIN, the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) per cent of the tracts in SADDLE MOUNTAIN are sold and until five (5) complete dwellings have been erected. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. **Authority:** No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any ground including purely aesthetic grounds.

d. **Procedure:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

19. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. 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 as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

20. **Subdivider May Assign:** SLATER CREEK RANCH CO. may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association or person.



300 GARDEN OF THE GODS ROAD
COLORADO SPRINGS, COLORADO

DD31598-2322

80907

Subdivision No. 2

DECLARATION OF PROTECTIVE COVENANTS

CREAMLINE AND AREA APPLICATION

RECEIVED AND NOTED BY THESE PERSONS:

SADDLE MOUNTAIN RANCH Subdivision No. 2

1. Building Type and Use: All tracts shall be known and described as urban ranch tracts and shall be used for ranches, equestrian

exceed three (3) stories in height and a private garage and/or airport shall be erected, altered, converted, placed or permitted to remain on SADDLE MOUNTAIN. Appro-

Other secondary buildings shall not have maximum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee. Nothing in this Covenant shall require alteration of the existing house.

3. Building Location: No building shall be erected nearer than thirty (30)

4. Exceptions to Surface Restriction: Terraces, walls, fences, low platforms

Construction. Its structure, wall, fence or hedge over 11m (35 feet) in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within

5. Temporary Residences: Except as hereinbefore provided, no structure of temporary character, mobile home, camper, trailer, bungalow, tent or accessory building shall be used.

6. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, railroads, military buildings or any other structure, the

extensions shall be in writing.

8. Obstructions to Vision at Interviews: No fence, wall, hedge, tree, or other obstruction.

any front within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any front.

10. Refuse and Rubbish Rubbish, junk, garbage or other waste shall be kept

11. Clothes Machine Room. Clothes Machine Room, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 26

approved by School Board or by the Architectural Committee. This covenant does not preclude the display of bulletin or notice-type signs, or small professional signs, nor to exceed one (1)

IN WITNESS WHEREOF, we have hereunto set

16. Animals: 1-6 animals or livestock. If one listed shall be burned, raised or

15. **Closing of Years:** There shall be no removal of items from any lot except

16. Right of Subdivider: Subdivider, in successors or assigns, expressly reserves

the right.

in existence, but no such amendment or revisions shall apply to terms that are sold prior thereto without the written consent of a majority of the Board of Directors.

deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said sub-

c. to sell large portions of SADDLE MOUNTAIN area land, to which are excluded from the provisions of these covenants, and to place such restrictions thereon as the Board may deem proper.

17. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants

18. Archdiocesan Committee:

persons appointed by Subdivider, provided, however, that after the erection of five (5) complete dwelling units—JOHN CARROLL MURPHY, JR.

will be represented on the committee until ninety (90) per cent of the tracts in SADDLE MOUNTAIN are sold and until five (5) complete dwellings have been erected. Neither the

conveyed, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of

of procedure. The procedure's approval is the

herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same.

shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

David I. Folkman, Jr., General Partner

(Notary block on back of page)



THE GARDEN OF THE GODS HOME
FOR GODS CHILDREN - 2000

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AMENDMENT TO SADDLE MOUNTAIN HEIGHTS SUBDIVISION
FILINGS 1, 2 AND 3
PROTECTIVE COVENANTS

This Amendment to the Covenants affecting the Saddle Mountain Heights Subdivision is made and executed this 5th day of June, 2000, by Brian Bertrand and Randall L. Whittaker the INCORPORATORS of the SADDLE MOUNTAIN PROPERTY OWNERS ASSOCIATION.

WITNESSETH:

Whereas; Slater Creek Ranch Company, (a partnership), having been closed out as a business entity in the state of Colorado on January 7, 1983, thereby ending and relinquishing all "rights, powers, obligations and duties" to the Saddle Mountain Heights Subdivision, Park County, Co., And Whereas; the Declarant, SADDLE MOUNTAIN PROPERTY OWNERS ASSOCIATION, hereinafter referred to as the Association, as per paragraph seventeen, (17), of the original 1973 covenants, by a majority vote of the property owners, has been activated, and Articles of Incorporation and Bylaws filed with the Colorado Secretary of State on May 3, 2000, is now the governing body of all the following described property situated in the County of Park, state of Colorado, to wit: Saddle Mountain Heights Subdivision, Filings 1, 2 & 3.

Now Therefore, the Association assumes all "rights, powers, obligations and duties" related to the subdivision and hereby declares that the said Covenants of the Saddle Mountain Heights Subdivision are amended to include the following covenant as an attachment to paragraph 14, to wit; A. GRAZING:

1. One, (1), horse or large animal, such as a cow, for each 1.0 acre of land owned may be kept for recreational and or food purposes.
2. Only full time residents and vacationing landowners will have grazing rights within the subdivision. No absentee owner animals will be allowed.
3. Only the number of animals owned, per acre, according to the covenants can be grazed. No commercial activities. Only lawful residential and agricultural uses will be allowed.
4. Animals can graze only during daylight hours, then must be corralled at night, and supplemented daily with hay, grain, etc. as needed. No animals shall be permitted to free range for an unlimited time.
5. Any owner of any tract that does not wish to have animals on their property will simply fence them out. Any fence constructed must meet the minimum requirements for a "legal fence" as per CRS 35 - 48 - 101.
6. Grazing, fences and land use will be monitored by a committee to be elected by the Association Board of Directors.

IN WITNESS THEREOF, the undersigned, as the INCORPORATORS of the SADDLE MOUNTAIN PROPERTY OWNERS ASSOCIATION, have adopted the foregoing Covenant amendments and hereunto set their hand to the same at Lake George, Park County, Colorado, this 5th day of June, 2000.

Saddle Mountain Property Owners Association

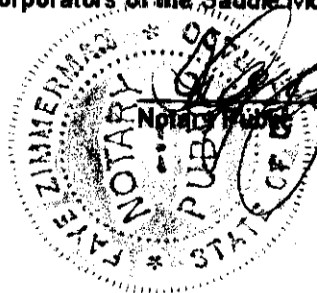
Brian Bertrand

Randall L. Whittaker

State of Colorado
County of Park

The forgoing instrument was acknowledged before me this 5th day of June 2000, by Brian Bertrand and Randall L Whittaker. Incorporators of the Saddle Mountain Property Owners Association.

Witness my hand and Official Seal.



Commission Exp 11/27/00

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1 of 1 R 5.00 D 0.00 BARBARA J PASCO PARK CO



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1 of 1

7/12/2010 2:02 PM
AMDCOV R\$11.00 D\$0.00

Debra A Green
Park County Clerk

**AMENDMENT TO SADDLE MOUNTAIN HEIGHTS SUBDIVISION
FILINGS 1,2 AND THREE
PROTECTIVE COVENANTS**

This amendment to the Covenants affecting the Saddle Mountain Heights Subdivision is hereby made and executed this 15th day of March, 2010 by unanimous vote of the Board of Directors of the Association.

WITNESSETH:

Whereas all the fees, mailing costs, legal fees, etc. have, up to this point in time, been paid for and absorbed by the officers of the Association and a few donations by property owners, the Board has voted to install yearly Association dues of \$10.00 per year per property owner. If you own more than one lot your dues are still only \$10.00.

Now therefore, the Association will ask that all payments of yearly dues be received by June 1st each year so that an accounting can be made at the annual meeting the second saturday in June of each following year. Dues will be required starting June 1, 2011.

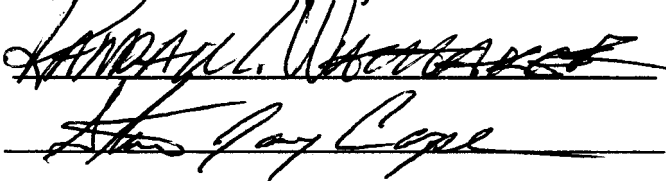
This amendment to the Saddle Mountain Property Owner's Association Covenants shall be an attachment to the end of paragraph 18,"Enforcements" to wit;

ANNUAL DUES:

Annual dues to the Association shall be required in the amount of \$10.00 due by the first of June each year beginning with June 2010.


IN WITNESS THEREOF, the undersigned, as members of the Board of Directors of the SADDLE MOUNTAIN PROPERTY OWNER'S ASSOCIATION, have adopted the foregoing Covenant amendment and hereunto set their hand to the same at Lake George, Park County , Colorado this 15th day of March 2010.

Saddle Mountain Property Owner's Association



State of Colorado
County of Park

The foregoing instrument was acknowledged before me this 15th day of March 2010.
Signed by Randall L. Whittaker and Steven J. Cape, Board of Directors.
Witness my hand and Official Seal.


Notary Public
My Commission Expires
11/17/2012

