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El Paso County, CO



AMENDED AND RESTATED DECLARATION

of

Conditions, Covenants, Restrictions and Easements

for

PIÑONS OF TURKEY CAÑON RANCH

WITNESSETH:

WHEREAS, a "Declaration of Conditions, Covenants, Restrictions and Easements for Piñons of Turkey Cañon Ranch" ("Original Declaration") was recorded in the Records of El Paso County Colorado at Reception No. 96117536 on September 17, 1996; and

WHEREAS, amendments to the Original Declaration were recorded on October 30, 1996, at Reception No. 096138443 and on May 7, 2004 at Reception No. 204076362.

NOW THEREFORE, the Original Declaration as amended is now amended and restated as follows:

Piñons of Turkey Cañon Ranch, Inc., a Colorado corporation ("Developer") was the developer of the property described in Exhibit "A" attached hereto and incorporated herein ("Property"). The Original Declaration as amended referenced the Developer as the Declarant.

Piñons of Turkey Cañon Ranch Homeowner's Association ("Association"), a nonprofit corporation pursuant to the Colorado Nonprofit Corporation Act, is an association of Owners within the Property.

The members of the Association hereby amend and restate the protective covenants, conditions, restrictions, reservations, liens and charges upon the Property to protect the Property's quality living environment and also to protect its desirability, attractiveness and value. Consequently, the Property is hereby subjected to the following easements, covenants, restrictions and conditions (collectively referred to as "Covenants"), all of which shall run with the Property and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

RESTRICTIONS AND PROVISIONS

Section 101, Property Uses. All Lots within the Property shall be utilized solely for single family residential purposes in accordance with applicable county or other governmental regulations, rules, codes, ordinances or laws (collectively, "Applicable Laws") and as permitted under these Covenants. Group homes

are expressly prohibited. No business, commercial use or other activity conducted for gain shall be carried on by any Owner within the Property, except for home occupation businesses allowed pursuant to Applicable Laws. The prohibition against commercial activity shall preclude, without limitation, any Owner from operating a commercial feed lot or swine operation within the Property and from conducting or operating any commercial wood harvesting or mining operation, including the removal of soil, gravel or rock for commercial purposes.

Section 102, Dwelling Structures. No Structure to be utilized for, permanent dwelling purposes ("Dwelling Structure") shall be erected or placed upon a Lot except in conformance with this Section 102 and other applicable provisions of these Covenants.

A. Type. No Structure of a temporary character, no recreational vehicle, camper unit, trailer, tent or other non-Dwelling Structure shall be utilized upon any Lot as a Dwelling Structure. Recreational vehicles, camper units and tents may be utilized by an Owner for nonpermanent dwelling purposes for a period of time not to exceed thirty (30) consecutive days, and must remain absent from the Lot for a minimum of thirty (30) days between such periods, with a sixty (60) day maximum per year. Mobile homes and modular homes, whether or not placed upon a permanent foundation, shall not be allowed, for any reason, to be placed upon any Lot within the Property.

B. Amount. No Owner shall place, erect or construct more than one Dwelling Structure upon a Lot.

C. Minimum Floor Area and Garage Size. No Dwelling Structure shall be placed, erected or constructed upon a Lot which, exclusive of basements, porches, patios, covered but unenclosed areas and garages, has a gross livable floor area of less than 1,600 square feet for a single level Dwelling Structure or 2,200 square feet for a multi-level Dwelling Structure, with a minimum of 1,400 square feet on the first level of the Dwelling Structure. The Dwelling Structure placed, erected or constructed upon a Lot shall have at least a standard two-car garage.

D. Water, Sewer, Applicable Laws. Any Dwelling Structure placed, erected or constructed upon a Lot shall comply with all Applicable Laws pertaining to Dwelling Structures, including without limitation, all building codes, zoning codes and any applicable subdivision regulations. If any such Applicable Laws are more restrictive than these Covenants, the Applicable Laws shall control and govern. In a like manner these Covenants shall control if more restrictive than the Applicable Laws. Each Owner shall, for any Dwelling Structure, install and use a septic system, which system shall be installed at the sole cost and expense of Owner and must comply with all public regulatory and governmental permits and approvals. All water for domestic household use shall be supplied by Piñons of Turkey Cañon Ranch Water District (the "Water District"). Each Owner shall be required to connect to the central water system. There shall be no water wells permitted on any Lot. The terms, conditions and covenants of the Water Decree and the Ingersoll Stipulation shall be binding upon the Property, each Lot and each Owner, and no use of the Property or any Lot shall violate the terms of either the Water Decree or the Ingersoll Stipulation, and any violation of either the Water Decree or the Ingersoll Stipulation shall be a violation of these Covenants.

E. Reservation of Mineral Rights by Developer. Developer previously reserved to itself, its successors and assigns all mineral rights on or appurtenant to the Property and each Lot, which reservation remains in effect.

Section 103, Other Structures. No Structure shall be constructed upon the Property for commercial purposes. No Structure, work areas, vehicle storage facilities or any other non-Dwelling Structure, shall be erected, placed or constructed upon a Lot except in accordance with all Applicable Laws and in accordance with any other applicable provisions of these Covenants. Any such non-Dwelling Structures constructed shall match, in style and color, the general style and color of the Dwelling Structure and shall further be subject to the approval of the Architectural Control Committee ("Committee"). Plans for any detached non-Dwelling Structure require approval of the Committee, and must show the site location, exterior siding and roof materials,

and colors. One structure may exceed 144 square feet but must match the primary Dwelling Structure's exterior materials, color, and roofing. No more than two detached non-Dwelling Structures, including storage sheds, shall be permitted on any Lot. The second non-Dwelling structure base/foundation area shall not exceed 144 square feet.

Section 104, Setbacks: Height. Any Structures, including Dwelling and non-Dwelling Structures, erected, placed or constructed upon a Lot shall be erected, placed or constructed with a front setback of at least fifty (50) feet, side setbacks of at least twenty-five (25) feet, and rear setbacks of at least fifty (50) feet from the lot lines of a Lot, unless pre-approved by the Committee. Additionally, no Structure shall be erected, placed or constructed within fifty (50) feet of any right-of-way line of any road within the Property or within fifty (50) feet of any easement burdening the Lot; provided, however, that Committee may allow a driveway entrance monument closer to the road than fifty (50) feet. No Structure may exceed thirty feet (30') in height measured from the average elevation of the natural ground contour around the foundation of the Structure.

Section 105, Storage. No building materials shall be stored on any Lot except temporarily during continuous construction or building or its alteration or improvement, unless enclosed within an appropriate Structure so as not to be visible from any neighboring Lots or from any road within the Property.

Section 106, Substantial Completion. A Dwelling Structure shall not be occupied in the course of original construction until a certificate of occupancy is provided by the Pikes Peak Regional Building Department. All construction work of any Structure shall be prosecuted diligently and continuously from the time of commencement until fully completed and all Structures shall be completed within 365 calendar days of commencement subject only to delays caused by inclement weather, acts of God, strike, fire or other circumstances beyond the control of the Owner. Under abnormal circumstances, the Association may grant extended construction time.

Section 107, Construction Debris. If construction is commenced upon a Lot, a trash container will be provided, properly used and maintained by and at the expense of the Owner of the Lot. During the progress of construction, the Owner shall be responsible for insuring that the Lot is kept free of debris and trash, all of which shall be deposited in the trash container. No vehicles, construction materials, construction equipment, debris or trash shall be allowed on the property of others and any materials, trash or debris blown off the Lot shall be promptly cleaned up by and at the expense of the Owner of the Lot.

Section 108, Drilling Structures. No derrick or other Structure designed for use in or used for boring or drilling for oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot.

Section 109, Resubdivision. No Lot may be further subdivided, for any reason, by an Owner.

Section 110, Owner Maintenance. In order to keep the Property an attractive, quality environment, each Owner shall maintain the Lot of the Owner and the exterior of any Structures on the Lot in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner and all containers shall be kept in a clean and sanitary condition.

Section 111. Rebuilding or Restoration. Any Structure which may be destroyed in whole or in part by fire, windstorms or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within one (1) year from the time the damage occurred.

Section 112. Maintenance Equipment. All maintenance equipment, including yard and garden equipment and small trailers, shall be stored in an enclosed Structure or otherwise adequately screened so as not to be visible from neighboring property or any road within the Property.

Section 113. Nuisances: Firearms; Fires. No noxious or offensive activity shall be carried on upon any Lot. No Owner shall cause or allow any other offensive or hazardous activities to be carried on upon his Lot, nor shall any Owner cause or allow any nuisance to exist or be carried on upon his Lot. No hunting, trapping or other activities may be conducted or carried on upon any Lot or within the Property. Guns, pistols, firearms and other weapons shall not be fired or discharged on any Lot or within the Property. No excessive noise, light or odors shall be permitted to emanate from any Lot. Except for infrequent occasions of property maintenance, no motor vehicles, or motorized vehicles, including motorcycles and all-terrain vehicles, shall be allowed except on subdivision roads or the primary driveway located on a Lot. Open fires, the discharge of fireworks and any other activity that would cause a fire hazard on a Lot or on the Property are prohibited.

Section 114. Heavy Equipment, Trucks and Inoperative Vehicles. No heavy equipment, or trucks larger than one ton shall be kept, or stored upon any Lot, unless such vehicle is kept or stored in a fully enclosed structure. No stripped down, partially wrecked inoperative or non-licensed motor vehicle, or any part thereof, shall be kept or stored upon any Lot, unless such vehicle is kept or stored in a fully enclosed Structure. Utility trailers, boats, and recreational vehicles may be stored outside a structure provided they are out of sight of the subdivision roads and adjacent lots. The Committee may impose conditions on the storage or prohibit the storage entirely.

Section 115. Vehicle Repairs and Parking. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed Structure. Vehicles shall not be parked on any streets located in the Property, except for infrequent occasions of no more than one-day duration for such activities as social gatherings.

Section 116. Hazardous Materials. No materials shall be transported to, from or within the Property in such a way as to create a nuisance or hazard. Storage, use or disposal of hazardous or radioactive material within any Lot or the Property is prohibited. Any continued or intensive use of pesticides or herbicides is deemed to be a use of hazardous materials.

Section 117. Fuel Tanks Prohibited. Butane, propane, gasoline and other fuel or flammable liquid tanks (except standard 5 gallon/20 pound size for home barbecue systems) shall be prohibited upon any Lot or the Property. Gas shall be provided by a central gas system.

Section 118. Animals. No animal of any kind shall be permitted which in the opinion of the Association makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained on a Lot or within the Property for any commercial purposes. Animals shall not be permitted to

roam in the Property and shall only be permitted off the Lot of the Owner of the animal if on a leash. Domesticated dogs or cats may be kept on a Lot, but the total number shall not exceed three. Animals, other than dogs and cats in the numbers specified in this section, are prohibited on any Lot. Animals prohibited include, without limitation, horses, sheep, cattle, pigs, llamas, exotic animals and buffalo. A reasonable number of birds and fish that are permanently confined in a Structure are permitted as long as such animals are not a nuisance.

Section 119, Fences. Owners shall be entitled to fence their Lot consistent with the provisions of these Covenants and any Applicable Laws. No fences are to be constructed or erected which (a) encroach upon any easements provided for in these Covenants, (b) encroach upon any right-of-way adjacent to any roads within the Property or (c) are located within thirty (30) feet of any roads contained within the Property. The location and material of fences must be approved by the Committee. No more than one acre may be enclosed by fence on any Lot within the Property.

A. Dog Runs. The construction and maintenance of a dog run on a Lot is permitted. The size of a dog run shall not exceed 300 perimeter feet (total lineal dimension of all enclosed sides of the dog run). The dog run shall be placed on a Lot in a manner approved by the Committee. The dog run may be constructed with either smooth wire, chain link or other material approved by the Committee, but the Committee will not approve barbed wire for the dog run.

B. Fencing Materials. Permissible fencing materials include stucco, split rail, earth-tone welded wire, or other materials approved by the Committee. Other than as permitted for a dog run, chain link fences are not permitted on any Lot or within the Property, and barbed wire fencing is not permitted for any purpose. Fencing materials and posts shall be placed and colored to blend with the surrounding landscape.

Section 120, Owner's Use of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of these Covenants. The Association shall have the right to adopt and amend rules and regulations concerning the use of the Common Areas.

Section 121, Trees and Other Vegetation. In general, it is the intent of the Association to maintain the appearance of the Property in as natural a state as possible. Healthy trees and other vegetation on a Lot shall only be disturbed, destroyed or removed as necessary to permit (1) the construction of permitted Structures and driveways on the Lot, all of which shall minimize damage to such vegetation, and (2) to minimize fire risk to the Property as a whole. Dead and diseased trees and vegetation shall promptly be removed from a Lot by the Owner of the Lot. Tree branches hanging within fifteen feet of chimneys shall be removed. Weeds and other debris shall be cleared a minimum of ten feet from any Structures. Continuous brush and trees within thirty feet of a Structure shall be thinned so that there is a minimum of ten feet between the crowns of trees. Fire safety requires a continuing and diligent effort to remove and discard dead limbs, branches, and other combustible plant material from Lots within the Property.

Section 122, Underground Utilities. All utilities, including electrical and telephone, except for lighting standards and customary service devices for access, control or use of utilities, shall be installed underground.

Section 123, Signs. The only signs permitted on any Lot shall be:

1. Two signs of customary size for offering of a Lot for sale or for rent;

2. One sign of customary size for identification of the occupant and address of any dwelling;
3. Such signs as may be necessary to advise of rules and regulations or to caution or warn of danger;
4. Temporary signs, necessary to identify street addresses during initial construction of a Dwelling Structure, which must be removed upon completion of construction and before occupation of the Dwelling Structure; and
5. Such signs as may be required by law.

There shall not be used or displayed on any Lot any signs except those mentioned above; nor shall any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental be permitted. All permitted signs must be professionally painted, lettered and constructed.

Section 124, Aerials, Solar Devices, Antennas. An aerial, solar device, satellite dish or antenna for reception or transmission of radio or television or other electronic signals may be maintained on a Lot, but the number, size and location of such devices shall be subject to the approval of the Committee. The maximum height of such devices shall not exceed 5 feet over the maximum height (30 feet) for Structures permitted on the Lot (See Section 104). Solar devices for the purpose of collecting solar energy are not considered structures in the counting of non-dwelling structures (see Section 103 and 601).

Section 125, Soils, Grading and Maintenance. The soils within the state of Colorado consist of both expansive soils and low-density soils which may adversely affect the integrity of Structures located upon a Lot if the Structures and the Lot containing it are not properly maintained. Expansive soils contain clay minerals which have the characteristic of changing volume with the addition or subtraction of moisture, thereby resulting in swelling and/or shrinking soils, and the addition of moisture to low-density soils causes a realignment of soil grains, thereby resulting in consolidation and/or collapse of the soils. As part of any construction on a Lot, the Committee shall require the Owner to have prepared a grading plan for the Owners Lot or Lots, which plan must be in accordance with specifications of the grading plan approved by the County and which shall be submitted to the Committee prior to commencement of construction of a Structure, certified and stamped by a registered engineer in the State of Colorado. Each Lot shall be graded by the Owner in accordance with the approved grading plan. No change in the approved grading plan may be made without the prior written approval of the Committee and the County, where applicable. Anyone desiring to change the grading plan shall cause to be prepared by a professional engineer, a revised grading plan which must be submitted to the Committee prior to the change of grading. The procedure for approving grading plans shall be the same as the procedure for approval of plans and specifications applicable to the construction of a Structure upon the Lot, as further set forth in these Covenants. Each Structure or dwelling shall be located on a Lot in such a way as to be compatible with the approved grading plan and not interfere with drainage patterns established by the grading plan. The final drainage patterns established during grading of a Lot are the sole responsibility of the Owner, and the Committee shall not have any liability whatsoever for damage caused by improper grading or drainage upon any Lot. An Owner shall not permit the moisture content of the soil supporting the foundation and supporting the concrete slabs forming a part of the Structure to increase to an extent that would adversely affect the foundation and concrete slabs, and shall not introduce excessive water into the soil surrounding the Structure or the dwelling. An Owner shall not impede or hinder in any way the water flowing on his Lot from reaching the drainage courses established for the Lot and the Property. By virtue of the review and submittal described in this Section 126, the Committee is in no manner certifying, guaranteeing or otherwise making any representations or warranties with respect to the adequacy, sufficiency or appropriateness of any grading plan, foundation design, drainage or other such matters applicable to the Lot. Each Owner of a Lot acknowledges and agrees that the Committee shall have no responsibility or liability whatsoever with respect to such issues and each Owner shall be fully and solely responsible for same.

Section 126. Newspaper Tubes. Newspaper tubes are not permitted on any Lot within the Property.

Section 127. Garbage Pickup. In order to deter problems with wildlife, garbage will be placed outdoors for pickup no earlier than 5 a.m. on the day garbage pickup is scheduled. It is the responsibility of the Lot owner to recover the container before the end of the day.

Section 128. Recreational Lighting. Lighting associated with a tennis or sports court, pavilion, gazebo, or other recreational site requires approval by the Committee. In reviewing requests for recreational lighting, the Committee will ensure compliance with the requirements of Sections 113 and 203 of this Declaration. If approved, such lighting may only be used during the times of and for the purpose of engaging in recreation and must be extinguished not later than 10 p.m. Recreational lighting may be further regulated through the use of Rules and Regulations, and Policy Statements, in accordance with the Bylaws of the Association.

ARTICLE II

RESERVED RIGHTS OF DECLARANT

Section 201. Development Rights. The Property is part of a larger parcel of property owned by entities related to Developer (the "Ranch"). The Ranch consists of approximately 5,000 acres. Developer previously reserved the right for itself and others to develop the Ranch, to include subdivision of other portions of the Ranch into lots that are smaller than thirty-five (35) acres, which reservation remains in effect. No Owner shall have the right to interfere with Developer's development of the Ranch. Developer shall also have the right to annex other properties within the Ranch by causing such other properties to become subject to these Covenants and the owner of properties therein to become members of the Association.

Section 202. Quarry Operation. Approximately 160 acres of property within the Ranch are now used or designed for use as a quarry. Each Owner hereby consents to the construction and expansion of the quarry operations, and no Owner may interfere with the rights of Declarant, and those operating the quarry, to continue the operation of the quarry and to expand the quarry operations: provided, however, that this Section 202 shall not be deemed a consent to any expansion of the quarry to exceed 160 acres. Such quarry operations include the use of heavy equipment and trucks, which trucks and equipment travel over roads in the Ranch to and from the quarry and Highway 115, all of which are hereby consented to by each Owner. No Owner shall have the right or standing to protest or object to any application by the quarry operator for such permits as are necessary to allow the quarry operation; provided, however, that this prohibition shall not apply to any expansion of the quarry to exceed 160 acres. Any violation of this Covenant shall render such Owner liable in damages to Declarant. The operator of the quarry is an intended beneficiary of this Section 202.

Section 203. Architectural Control by the Association. No Structure shall be commenced, erected, placed, maintained, moved onto a Lot, permitted to remain on any Lot or altered in any way so as to change materially its exterior appearance, except in accordance with plans, specifications and other information submitted to the Committee and approved by the Committee not more than two (2) years before the start of the construction alteration in installation. Any Structure, Dwelling or non-Dwelling, placed, erected or constructed upon a Lot shall have a roof with noncombustible materials, including fire proof shake shingles, tile, or metal. The exterior color of any such Structure shall be earthtones or similar colors that blend with the natural surroundings. Other matters which require the approval of the Committee include but are not limited to: the

exterior appearance, material, height, location, and color(s) of each structure, drive, and decorative driveway entrance structure, walk, fence, grading of site, and site lighting... The use of high-intensity exterior security lighting, including but not limited to halogen, sodium vapor, or mercury vapor yard lights is prohibited. Where possible, exterior lighting should be low to the ground or directed downward, so as to minimize its intrusion on adjacent Lots and the roads of the Property. Incandescent house lighting, low voltage or solar lighting does not require approval by the Committee.

a. In granting or withholding approval Committee shall heed the standards specified in these Covenants and shall also consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance with the surrounding uses, the degree, if any, to which the proposed structure will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected from considerate neighbors.

b. All plans, samples and other materials to be submitted to the Committee shall be submitted in duplicate, together with a fee of \$300. The submittal fee may be increased in a reasonable amount from time to time by the Association to reflect increases in costs of the plan review process. Subsequent additions and/or outbuildings do not require a review fee. The minimum scale of such plans shall be 1/20th inch equals one foot. The plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences and any other structures. Proposed new contours throughout the Lot and abutting street elevations on all sides shall also be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

c. A written statement of the approval or disapproval or other action by the Committee, signed by a Committee member, shall establish the action of the Committee and shall protect any person relying on the statement. If the Committee does not execute such a statement within thirty (30) days after delivery of all the required materials to the Committee, the material so delivered shall stand approved for the purpose of these Covenants. The Committee shall be entitled to retain one copy of all approved plans as part of the Committee's files and records.

d. The Association shall have the right to adopt and amend guidelines concerning architectural and building standards consistent with this Declaration. The Association shall also have the right and authority to grant variances from the literal application of the architectural and building standards where usual circumstances, such as the topography of a Lot, warrant such variances.

e. In discharging its rights and obligations hereunder, the Association makes no representations or warranties to the Owner or any other person or entity concerning the construction of the structures on a Lot, and the Association and the Committee shall have no liability or responsibility for defective construction or other similar matters.

Section 204, Subdivision-Roads. The roads in the Property are public roads.

Section 205, Easements. There are hereby reserved to the Water District and their successors and assigns, perpetual, alienable, divisible and releasable easements and the right from time to time to grant easements to others, over, under, in and across each of the thirty (30) foot strips along and adjoining each and every boundary line of each Lot contained within the Property for use of all or part of such areas or utilities, utility lines, transmission lines and purposes of access, ingress and egress. The Water District and their successors and assigns, shall have the right to make use of such easements for the purpose of installing, maintaining, repairing or replacing any such utilities, utility lines and transmission lines, and for the purpose of access, ingress and egress, and for installing, maintaining, repairing or replacing any utilities, utility lines and transmission lines, roads, rights-of-way and access areas. The Water District shall have the right to use such easements for the purposes of constructing, erecting and maintaining pipelines, wells, storage, facilities, pumps and related equipment related to the water system to be constructed to serve the Property. Easements in addition

to those shown on the Plat and created or referenced in these Covenants that affect the Property are described in Exhibit B attached hereto and by this reference incorporated herein.

Section 206, Deleted.

Section 207, the Association Can Remedy Violations. The Association may give notice to the Owner of a Lot where a violation of these Covenants occurs or which is occupied by the persons causing or responsible for the violation, which notice shall state the nature of the violation, and the intent of the Association to invoke this Section unless within a period stated in the notice (not less than five (5) calendar days, the violation is cured and terminated or appropriate measures to cure and terminate are begun and are thereafter continuously prosecuted with diligence. If the violation is not cured and terminated as required by the notice, the Association may cause the violation to be cured and terminated at the expense of the Owner or Owners so notified, and entry on Owner's Lot as necessary for such purposes shall not be deemed a trespass. Each Owner of a Lot hereby grants a license to the Association for the purpose of entering on a Lot to remedy violations or breaches of these Covenants. The cost so incurred by the Association shall be paid by the Lot Owner and the person responsible for the breach, and if not paid within thirty (30) days after such Owner has been sent notice of the amount due, such amount, plus interest at the rate of eighteen per cent (18%) per annum and costs of collection, shall be a lien on the ownership interest in the Lot (including improvements thereon) and shall in all respects be the personal obligation of the Owner. The Association may bring an action at law for recovery of the costs so incurred by it, plus interest and costs of collection against, the Owner and may bring an action to foreclose the lien against the Lot and improvements subject to the lien and there shall be added to the amount of such obligation the costs of collection, and the judgment in any such action shall include interest as above provided and the costs of collection. The foregoing specified rights and remedies shall not limit the right of any Lot owner to enforce these Covenants pursuant to Section 605 or as otherwise may be provided by law or equity; provided, however, that only the Association shall have the right to proceed under this Section 207. In the event that the Association elects to exercise the right to enter upon a Lot to remedy a violation of these Covenants, the Association shall not be liable to the Owner of the Lot for any loss or damage occasioned by the entry on the Lot unless damage is caused to the Lot or improvements thereon that is unrelated to the remediation of the breach of the Covenants and is caused by the willful and wanton acts of the Association. In no event shall there be any liability for damage to a Structure that is in violation of these Covenants.

Section 208, Expiration. Entire Section is deleted.

Section 209, Developer's Successors and Assigns.

a. The Developer has transferred all of its functions, rights and powers of granting or withholding approval, permission or consent and its other responsibilities, functions, rights, and powers under Articles I and II of these Covenants to the Association, which, in turn, shall appoint an Architectural Control Committee of at least three members. All members of the Committee shall be Owners of Lots. .

b. Subparagraph deleted.

c. Subparagraph deleted.

d. The Committee may take action without a meeting by a written statement signed by the members of the Committee.

e. Vacancies in the Committee may be filled by action of the Association, subject always to the power of the Association and the Owners to remove and designate members of the Committee pursuant to Section

209b.

f. Association, may, if it determines such action to be in the best interest of the Owners, cause the Committee for the subdivision to be merged with the Architectural Control Committees of other single-family residential subdivisions in the same general area. Such merger shall be accomplished by filing with the County Clerk and Recorder of El Paso County a written document signed by the respective Homeowner's Associations for each subdivision participating in such merger, acknowledging the action and appointing an Architectural Control Committee for the merged group.

Section 210, Water District Exemption. The Water District shall be exempt from the requirements of this Article II and shall not be required to obtain approval of the Committee in connection with the construction, erection and maintenance of pipelines, wells, storage facilities, pumps, buildings and other Structures related to the construction, maintenance and operation of the water system.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 301, Formation. The Association may be formed at any time, either before or after the recordation of these Covenants. The liability of Owners for the payment of assessments shall only accrue from the later to occur of the (i) incorporation of the Association or (ii) the recordation of these Covenants.

Section 302, Membership; Voting. The following shall be members of the Association: Every Owner of a Lot which is subject to assessment hereunder. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Each membership shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot. Any corporation, partnership, Limited Liability Company or other legal entity who is an Owner may designate a person to act in its behalf to exercise all rights of a Member or Owner, including without limitation, the right to serve as a member of the Board of Directors of the Association.

Section 303, Deleted.

Section 304, Nonliability of Association and Others. The Board of Directors, the officers and committees of the Association, including without limitation, the officers, directors, employees, agents, and representatives of the Association, shall not be liable in damages or otherwise to any person whatsoever for any act or omission done as an officer, director, agent or representative on behalf of the Association, except for willful misconduct done in bad faith or gross negligence and shall be indemnified from all such liability as provided in the Association's By-Laws.

Section 305, Management of Association: By-Laws: Rules and Regulations. The affairs of the Association shall be managed by its Board of Directors, who shall be elected in accordance with the By-Laws of the Association. The Association shall have the authority to adopt and amend its By-Laws, but such By-Laws may not be in conflict with this Declaration. In the event of a conflict among the documents pertaining to the Association, the following priority shall apply: (i) the Declaration, (ii) the Association Articles of Incorporation

and then (iii) the By-Laws. The Association shall also have the authority to adopt and amend Rules and Regulations pertaining to the use of the Common Areas and the Ranch.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 401, Creation of the Obligation for Assessments. Each Owner, for each Lot owned by acceptance of a deed therefore, or interest therein, whether or not it shall be so expressed in such deed or instrument creating the interest in the Lot, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all assessments, charges, fees, fines, and other sums which are described in these Covenants and which shall be both a personal obligation of the Owner and a lien against his Lot as provided herein. Each Owner shall be jointly and severally liable to the Association for the payment of all assessments, charges, fees and other sums attributable to him and/or his Lot. The personal obligation for delinquent assessments and sums shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the assessments, charges, fees and other sums provided for herein by abandonment or leasing of his Lot, or by asserting any claims against the Association or any other person or entity.

Section 402, Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and for the improvement and maintenance of the Property, as more specifically provided herein. The Association shall have the power to enter into and amend agreements with the Turkey Cañon Ranch Homeowner's Association and other associations to permit Owners to enter onto other portions of the Ranch. Such agreements shall include the obligation of the Association to pay reasonable fees to such other associations for the privilege of the use of other portions of the Ranch.

Section 403, Annual/Monthly Assessments. The annual/monthly assessment shall specifically include, but shall not be limited to the following common expenses:

- (a) expenses of management;
- (b) premiums for all insurance which the Association maintains as required or permitted under these Covenants;
- (c) repair, replacement, improvements and maintenance which are the responsibility of the Association as provided in Article V, Section 501 hereof,
- (d) wages for Association employees;
- (e) legal and accounting fees;
- (f) any deficit remaining from a previous assessment year;
- (g) a working capital fund;

- (h) the creation of reasonable contingency reserves, surpluses and sinking funds;
- (i) the payment of fees and expenses related to agreements with other associations for the privilege of the use of other portions of the Ranch; and
- (j) any other costs, expenses and fees which may be incurred or may reasonably be expected to be incurred by the Association for the benefit of the Owners under or by reason of these Covenants, including fees payable to the Turkey Cañon Ranch Homeowner's Association as described in Section 402.

Section 404, Fixing Assessments. For the calendar year 1996, the monthly assessment shall be \$30.00 per Lot. Each year thereafter the Association's Board of Directors shall fix the annual and monthly assessments in an amount deemed sufficient to meet the needs of the Association.

Section 405, Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of an emergency situation or of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas. Special assessments may also be levied against an Owner and such Owner's Lot to compensate the Association for damages incurred by the Association arising from the acts, conduct or omissions of an Owner or the guests, invitees, agents, employees or family members of the Owner.

Section 406, Procedure for Assessment Under Section 405. Any assessment under Section 405 of this Article shall be made pursuant to the procedures for special assessments set forth in the Bylaws of the Association.

Section 407, Rate Of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association. Any special assessments arising under the power of the Association to assess a specific Owner or such Owner's Lot pursuant to Section 405 for damages incurred by the Association related to a specific owner need not be uniform. The prorata share for each Lot of the assessments shall be one divided by the total number of Lots in the Property.

(a) Annual Assessments. No later than ninety (90) days before the beginning of each annual assessment period, the Board of Directors of the Association shall set the total annual assessment based upon advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during the following assessment year. Within thirty days after the adoption of the proposed budget, the Board shall mail by ordinary first-class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners present, or by proxy, rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board. The annual assessment shall be payable in full, or in quarterly installments due from each Lot Owner on the first day of each quarter. The Association shall cause to be prepared, delivered or mailed to each Owner, at least thirty (30) days in advance of each annual assessment period, a payment statement setting forth the annual and/or quarterly assessment.

(b) Special Assessments. Special assessments and other sums imposed hereunder shall be due and payable on the date specified by the Board in written notice to each Owner, but such date shall not be less than ten (10) days after such notice is sent.

(c) Notice. Failure of the Board to give timely notice of any assessment as provided herein shall not

affect the liability of the Owner of his Lot for such assessment, but if notice is not given, the date when payments shall be due shall be deferred to a date after such notice is given.

Section 409, Certificate of Payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 410, Effect of Nonpayment of Assessments-Remedies of the Association.

(a) General. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid when due, the Association may impose a late charge/administrative fee for each delinquent assessment. The amount of the late charge shall be as set forth in the bylaws of the Association. Any assessment not paid within fifteen (15) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owners Lot, and/or may suspend the delinquent Owner's right to vote. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorneys' fee to be fixed by the court, together with the expenses, late charges and costs of the action.

(b) Lien. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Lot, including without limitation interest thereon at the rate of eighteen percent (18%) per annum, an administrative charge per unpaid assessment or other sum, court costs and all other collection costs, and reasonable attorneys' fees, shall be a charge on the interest of the Owner in that Lot and shall be a continuing lien, in favor of the Association, upon the Lot against which each such assessment, charge, fee or other sum is made. All payments on account shall be first applied to interest, then late charges, then any costs or fees, and then to the assessment payment first due. The Board may enforce such lien by filing with the Clerk and Recorder of El Paso County a statement of lien with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot and the Owners interest therein, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer or authorized agent of the Association, and notice thereof shall be mailed to the Owner of the Lot, at the address of the Lot or at such other address as the Association may have in its records for the Owner of the Lot. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorneys' fees, administrative charges and interest, have been fully paid or otherwise satisfied. The Board may proceed to foreclose the lien in the same manner as provided for in the foreclosure of mortgages in the State of Colorado. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from suing the Owner personally liable therefore or from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, fees or other sums, which are not fully paid when due. The recordation of a statement of lien shall not be required as a prerequisite to foreclosure of the Association lien. The Association lien shall have priority as of the date of the recordation of these Covenants.

(c) Authority. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally or the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Owners shall have the power to bid at foreclosure sale and to acquire and hold, lease, mortgage and convey the

same, if acquired by the Association at the foreclosure sale or by deed in lieu of foreclosure.

Section 411. Section has been deleted.

Section 412, Subordination of the Lien to Mortgages. The lien of the assessments provided for, herein shall be subordinate to the lien of any bona fide First Mortgage of record provided, however, that assessment liens assessed or assessable pursuant to Section 404 shall have priority over a First Mortgage in, an amount equal to the common expense assessments based on the budget adopted by the Association pursuant to this Declaration which would have become due, in the absence of any acceleration, during the six months immediately preceding the institution of the action to enforce the assessment lien, but in no event shall the priority of the assessment lien exceed one hundred fifty percent (150%) of the average monthly assessment assessed pursuant to Section 404 during the immediately preceding assessment year multiplied by six. Sale or transfer of any Lot shall not affect the lien for said assessment charges, except that transfer of title to any Lot pursuant to foreclosure of any such First Mortgage or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall extinguish the lien of assessment charges which became due prior to any such transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, subject to the limited priority granted to the assessment liens under Section 404 as described in this Section. No such transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure shall relieve any Lot from liability for any assessment charges thereafter becoming due, nor for the lien thereof.

Section 413, Homestead. The lien of the Association assessments shall be superior to any homestead or other exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to a Lot subject to these Covenants shall constitute a waiver of the homestead exemption as against said assessment liens.

Section 414, Special Assessment for Water. To the extent that the Association has obligations under the Water Decree described in Section 701 of these Covenants or the Ingersoll Stipulation described in Section 701 of these Covenants, or to the extent that the Association assumes any obligations under the Water Decree and/or the Ingersoll Stipulation, either voluntarily or as a result of the Water District's default, then the Association shall have the full power and authority to levy and collect reasonable and necessary special assessments in accordance with the procedures established in Section 405 of this Declaration.

ARTICLE V

MAINTENANCE

Section 501, Association Maintenance. The Association shall be responsible for the repair, replacement, improvements and maintenance of the Common Areas and all improvements thereto. The Common Areas, as defined in these Covenants, shall not include any private roads or drives contained within the Property which are not the roads depicted on the recorded Plat of the Property and any such private roads or drives shall be installed, kept and repaired at the sole cost and expense of the Owners utilizing such roads and drives.

ARTICLE VI

GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

Section 601, Definitions. The following words and expressions as used in these Covenants have the meanings indicated below unless the context clearly requires another meaning:

(a) Association: The Piñons of Turkey Cañon Ranch Homeowner's Association, a Colorado nonprofit corporation formed or to be formed in accordance with its Articles of Incorporation and Bylaws.

(b) Common Areas or Common Area: The Common Areas to be maintained by the Association shall consist of (i) any easements for access, ingress and egress to the Property over the property of adjacent landowners, to the extent any such easements exist (ii) any easements, facilities or real property owned by the Association for the common use and benefit of the Owners, and (iii) any real property or easements required to be maintained by the Association for the benefit, use and Enjoyment of the Owners.

(c) Covenants: This Declaration and the provisions contained in it.

(d) Developer: Piñons of Turkey Cañon Ranch, Inc., a Colorado corporation, or any person or entity to whom Developer assigns its rights as Developer hereunder by written instrument recorded in the real property records of El Paso County, Colorado.

(e) Dwelling Structure: Is a Structure within the meaning of Section 102 hereof.

(f) First Mortgage: "First Mortgage" shall mean and refer to any unpaid and outstanding, mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of El Paso, Colorado, pertaining to a Lot (including a blanket lien encumbering more than one Lot) and having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments), and which was recorded before the date on which the assessment lien to be enforced became delinquent.

(g) Owner: Person or entity having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

(h) Plat: The Plat of the Property recorded in the real property records of El Paso County, Colorado,

(i) Property: As defined on Exhibit "A" attached hereto and incorporated herein.

(j) Structure: Any thing or device, other than trees and landscaping, the placement of which upon any portion of the Property might affect its architectural appearance, including by way of illustration and not limitation, any Dwelling Structure, residence, building, garage, shed, greenhouse, playhouse, barn, tennis or sports court, pavilion, gazebo, or cabana.

The following items are not structures but must have the ACC approval before construction: (1) Excavation or fill the volume of which exceeds five (5) cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot. (2) Driveway, driveway entrance feature, walk, patio, deck, hot tub, mailbox, fence, wall, sign or outdoor lighting.

(k) Lot: Each area sold as a Lot within the Property and depicted as a lot on the recorded Plat of the Property.

Section 602. Association Resolves Questions of Construction. These Covenants are intended to be interpreted in a manner that will provide for the preservation of the values and amenities of the Property. In the event that it is necessary to interpret the meaning of any word, paragraph, term or provision of these Covenants, the determination of the Association shall be final and conclusive.

Section 603. Covenants Run With the Land. Binding Effect. These Covenants shall run with the land and shall inure to the benefit of and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot. Without limitation, these Covenants shall be binding upon each Owner and the guests, invitees and tenants of an Owner, and these Covenants shall be binding upon any person entering upon the Property or occupying any portion of the Property,

Section 604. Waivers. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce these Covenants shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing validity and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 605. Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, and the Association and may be enforced by imposition of a fine, an action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, the Association, or any combination of these. All costs, including reasonable attorneys' fees, incurred by an Owner or the Association in connection with any successful enforcement proceeding initiated by them shall be paid by the party determined to have violated the Covenants. Any party exercising its right to enforce these Covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies or enforcement of these Covenants shall be cumulative, and the exercise of any one or more of the rights and remedies shall not preclude the exercise of any of the others. Whenever a right is given to the Developer or Association to do certain things in these Covenants, it shall be the right, but not the obligation, of the Developer or Association to do such things.

a. The Association Board of Directors is authorized to impose fines, not to exceed \$10.00 per day, for violations of these covenants.

Section 606. Duration of Restrictions. Subject to the limitations of Section 608 of these Covenants, unless sooner terminated as provided in Section 607, the restrictions and other provisions set forth in these Covenants shall remain in force until Twenty (20) years after the date of recordation of these Covenants in the El Paso County records, and shall be automatically renewed for successive periods of ten years unless before the expiration of the initial twenty (20) years, or before the end of any ten-year extension, there is filed for record with the Clerk and Recorder of El Paso County an instrument stating that extension is not desired, signed and acknowledged by the Owners of sixty seven percent (67%) of the Lots, in which event these Covenants shall terminate as of the end of the initial twenty (20) year term or ten (10) year extension, as applicable.

Section 607, Amendment and Termination. Subject to the limitations of Section 608 of these Covenants, all sections of these Covenants may be terminated at any time, and from time to time any one or more sections of these Covenants may be amended or one or more new sections may be added to these Covenants by an instrument signed and acknowledged by the Owners of at least sixty seven percent (67%) of the Lots and filed for record with the County Clerk and Recorder of El Paso County and provided that any of the other requirements set forth in this Section 607 are satisfied. Developer shall have the authority to execute and record documents necessary to annex property to these Covenants without obtaining the approval of the Owners. No amendment or termination of these Covenants, or any section of these Covenants, shall affect, terminate or modify rights granted to third parties under other sections of these Covenants, including without limitation, the provisions of Sections 204, 205 and Article VII of these Covenants.

Section 608, Limitations on Termination and Amendment. No amendment or termination shall be permitted under Sections 606 and/or 607 of this Declaration that has the effect of modifying or releasing the Property or any Lot from the provisions of the Water Decree and/or the Ingersoll Stipulation without the written consent of the Water District and the beneficiaries of the Ingersoll Stipulation.

Section 609, Liability of Employees. No member of the Association, officer or agents will be liable to any party whatsoever for any act or omission taken pursuant to these Covenants unless the act or omission amounts to fraud or willful misconduct.

Section 610, Severability. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.

Section 611, Fire Station Lot. Outlot A is hereby designated as the site for the community fire station the "Fire Station Lot"). The Fire Station Lot shall be subject to these Covenants for all purposes, but the Fire Station Lot shall not be required to pay assessments and shall not be subject to the provisions of these Covenants limiting the use of the Property to residential use.

ARTICLE VII

INCORPORATION OF WATER DECREE

Section 701, Water Decree and Ingersoll Stipulation.

a. Water Decree. On January 18, 1996, the District Court, Water Division 2, State of Colorado entered its Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court in Case No. 94CW6 that was captioned 'Concerning the Application for Water Rights of: Turkey Cañon Ranch Limited Liability Company in El Paso County" referred to herein as the "Water Decree." The Water Decree was recorded in Book 6881 Page 1076 of the records of the Clerk and Recorder of El Paso County, Colorado.

b. Ingersoll Stipulation. On November 26, 1995, in Case No. 94CW6, District Court, Water Division 2, State of Colorado, Turkey Cañon Ranch Limited Liability Company entered into a "Stipulation with Objector Harold C. Ingersoll" (the "Ingersoll Stipulation"). The Ingersoll Stipulation was incorporated by reference into the terms and conditions of the Water Decree and confers rights and imposes additional obligations upon Turkey Cañon Ranch Limited Liability Company that are not specifically set forth in the Water Decree. The

Ingersoll Stipulation is incorporated into these Covenants by this reference.


Section 702, Covenants Subject to Water Decree. The Property, each Lot, each Owner and these Covenants shall at all times be subject to the Water Decree and the Ingersoll Stipulation. In the event of an irreconcilable conflict between these Covenants and the Water Decree, the Water Decree shall control to the extent of the inconsistency.

Section 703, Specific Provisions for Implementation of the Water Decree. The following provisions are included in these Covenants pursuant to the terms of the Water Decree. These specific provisions shall supersede any other provision of these Covenants to the contrary, shall not be subject to amendment without the written consent of the Water District and shall survive any termination of these Covenants

- a. The sewage disposal for each Lot shall be by way of non-epotransportive septic leach field systems.
- b. There shall be no outside use of water from the Water District's central well(s) and water distribution system for washing of cars or other vehicles, the watering of livestock, noncommercial animals or any usage for lawn and garden. Outside faucets and sillcocks are permitted; however, their use is restricted to emergency fire protection usage, and they cannot be used for any other outdoor purpose, such as washing of cars or other vehicles and usage for watering lawn and garden. Washing of cars, watering of outdoor xeriscape plantings, and other outdoor water usage may be accomplished with water procured from sources other than the Water District's central well(s) and water distribution system. The cost for procuring and transporting such water will be at the sole expense of the Lot Owner upon whose Lot such water will be used.
- c. The Water District shall have the right to enter onto any Lot for the purposes of administering the Water Decree, including the right to install and maintain measuring devices and monitoring wells to extent necessary to administer the Water Decree.
- d. The Association, the Water District and each Owner, and their successors and assigns, shall have the right to enforce the Water Decree. Any violation of the terms of the Water Decree shall be a violation of these Covenants, and all enforcement rights and remedies available under these Covenants shall be available to enforce any violations of the terms of the Water Decree, including the right to impose special assessments.
- e. The Association shall have the power to be a successor of the rights of Turkey Cañon Ranch Limited Liability Company for the purposes of administration of the Water Decree. If the Association accepts the responsibility for the administration of the Water Decree, then the Articles of incorporation of the Association shall be amended in accordance with the requirements of the Water Decree.
- f. There is hereby reserved to the Water District the right to make amendments or modifications to the Water Decree and the Ingersoll Stipulation and to enact reasonable rules and regulations imposing additional restrictions upon the supply and use of water within the Property, including but not limited to water rationing and curtailment of water use during times of shortage.
- g. The Water District is hereby granted a nonexclusive easement over the Common Areas, roads, easements and rights of way in the Property for the purposes of locating, constructing and maintaining pipelines, wells, pumps, equipment, Structures, infrastructure and any other items necessary or advisable for the operation of the water supply system.

I hereby certify that the foregoing Declaration, as amended and restated, constitutes the Declaration of Conditions, Covenants, Restrictions and Easements for Piñons of Turkey Cañon Ranch as amended by the written consent of at least sixty-seven percent (67%) of the Owners, which consent was provided to the Association's Board of Directors in June of 2010.

CYNTHIA L HEER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 5/18/2012



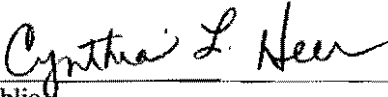
President of the Piñons of Turkey Cañon Ranch
Homeowner's Association

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 28 day of June 2010, by William B. Sheaves III, as President of the Piñons of Turkey Cañon Ranch Homeowner's Association.

My Commission Expires: 5/18/2012



Notary Public

EXHIBIT A

TO

PIÑONS OF TURKEY CAÑON RANCH COVENANTS

LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF THE SE 1/4 OF SECTION 32, THE SW 1/4 SECTION 33, TOWNSHIP 16 SOUTH, RANGE 67 WEST OF THE 6TH P.M. AND, THE NW 1/4 SECTION 4, THE NE 1/4, THE N 1/2 SE 1/4 THE NE 1/4 SW 1/4, AND THE E 1/2 NW 1/4 07 SECTION 5, TOWNSHIP 17 SOUTH, RANGE 67 WEST OF THE 6TH P.M. LYING EASTERLY OF HIGHLANDS OF TURKEY CAÑON RANCH, EASTERLY OF TURKEY CAÑON RANCH ESTATES, SOUTHERLY OF A REPLAT OF LOTS 9, 10,11,12,13,14,17,18,19 AND 20 TURKEY CAÑON RANCH ESTATES, WESTERLY OF THE WEST LINE OF COLORADO STATE HIGHWAY NO. 115, AND NORTHERLY OF AN EXISTING FENCE LINE AS DESCRIBED IN ORDER, JUDGEMENT AND DECREE ENTERED MARCH 31, 1994 UNDER CIVIL ACTION No. 93CV0792 OF THE DISTRICT COURT IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 15 IN SAID TURKEY CAÑON RANCH ESTATES AS RECORDED IN THE RECORDS OF EL PASO COUNTY; THENCE N68°41'42"E 3447.90' ALONG THE SOUTHEASTERLY BOUNDARY OF SAID TURKEY CAÑON RANCH ESTATES TO THE SOUTHEASTERLY CORNER OF LOT 16 THEREOF AND BEING ON THE SOUTHERLY RIGHT OF WAY OF HENRY RIDE HEIGHTS; THENCE SOUTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID HENRY RIDE HEIGHTS ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 84°54'44" A RADIUS OF 132.41' AND A LENGTH OF 196.23'; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY N63°08'39"E 89.62' ON A TANGENT TO THE LAST MENTIONED CURVE; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY ON CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53°58'14" A RADIUS OF 222.49' AND A LENGTH OF 209.58'; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°41'35" A RADIUS OF 353.23' AM A LENGTH OF 176.89'; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY N37°51'51"E 141.23' TO THE SOUTHWESTERLY CORNER OF LOT 18 OF A REPLAT OF LOTS 9, 10, 11, 12, 13, 14, 17, 18, 19 AND 20 OF TURKEY CAÑON RANCH ESTATES; THESE ALONG THE SOUTH LINE OF SAID LOT 18 S68°23'45"E 1396.43' TO INTERSECT THE WESTERLY RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 115; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY S42°49'01"W 547.51'; THENCE ALONG SAID WESTERLY RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 13°35'03" A RADIUS OF 6064.17' AND A LENGTH OF 1437.75'; THENCE ALONG SAID WESTERLY RIGHT OF WAY S29°13'58"W 3129.55' TO A TANGENT TO THE LAST MENTIONED CURVE TO INTERSECT AN EXISTING WIRE FENCE LINE; THENCE N85°17'45"W 1769.09' ALONG SAID WIRE FENCE LINE; THENCE ALONG SAID WIRE FENCE LINE N86°43'21"W 356.50'; THENCE ALONG SAID WIRE FENCE LINE N02°51'23"W 305.37'; THENCE ALONG SAID WIRE FENCE LINE N42°19'10"W 848.43'; THENSE ALONG SAID WIRE FENCE LINE N00°43'47"E 462.55' TO THE SOUTHEASTERLY CORNER OF LOT 1 OF HIGHLANDS OF TURKEY CAÑON RANCH; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 N14°51'26"E 1616.69, TO THE POINT OF BEGINNING.

EXHIBIT B

TO

PIÑONS OF TURKEY CAÑON RANCH COVENANTS

ADDITIONAL EASEMENTS AFFECTING THE PROPERTY

1. All existing roads, highways, ditches, utilities, reservoirs, canals, pipelines, power lines, telephone lines, water lines, or railroads, and any and all appurtenances pertaining thereto, and any and all rights of way or easements therefore, IF ANY.

2. Reservation of an undivided 1/4 interest of all oil, gas and other minerals together with the right of surface entry for a period of 20 years from April 8, 1953 and as long thereafter as oil and/or gas is produced from the property as contained in Deed recorded May 16, 1953 in Book 1384 at Page 309 and as re-recorded December 23, 1953 in Book 1409 at Page 245.

3. Reservation of an undivided 1/4 interest in and to all oil, gas, coal and minerals together with a right of surface entry an contained in Deed recorded December 11, 1958 in Book 1716 at Page 157.