

Lawrence D. Gallegos Recp. No: 10000510  
Conejos County Clerk and Recorder Page: 1 of 10  
Recorded: 4/23/2010 1:52 PM Rec Fee: \$51.00  
Doc Fee: \$0.00 Min Fee: \$0.00

## AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Fox Creek Ranch Limited Partnership, a/k/a Fox Creek Ranch LP, (Declarant) is the owner of certain property located in Fox Creek Ranch - Phase 1, as shown by the Replat of Fox Creek Ranch - Phase 1, dated April 5, 2010. Said subdivision is located within Conejos County, Colorado. Declarant intends to sell, dispose of and convey lots as set forth and delineated on such plat, and desires to subject all of the lands and the lots comprising Fox Creek Ranch - Phase 1 to the amended protective covenants, conditions, restrictions and reservations hereinafter set forth and referred to as "covenants".

NOW, THEREFORE, Declarant, by virtue of its authority to amend the original covenants of this subdivision pursuant to an appropriate vote by the lot owners of the subdivision, does hereby establish a general plan for the protection, development and improvement of said land and such covenants are for the mutual benefit of all lots now comprising said land, and Declarant has fixed and does hereby establish the covenants upon said land for the mutual benefit of the lots comprising said property and of each owner thereof, and such covenants shall run with the land and shall inure to and pass with each and every parcel or lot therein and shall apply to, bind and benefit the respective owners, their successors and assigns.

SAID COVENANTS ARE AS FOLLOWS:

1. Subject to the provisions of Paragraphs 4 and 8 below, said land shall be used for residential purposes only unless zoned otherwise, and no residential building shall be permitted which shall house more than one family. No building erected on said land shall be erected nearer than fifty (50) feet to any boundary along a street, or nearer than twenty-five (25) feet to any of the other boundary lines of said lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building. No lot is to be resubdivided into smaller tracts or lots or conveyed or encumbered in any size less than the full dimensions shown on the recorded Replat.

2. A. Declarant together with four appointed property owners of this ranch shall act as a planning committee for all construction on this ranch. All planned construction of homes, garages or fences and placement and design of access to individual lots must be approved by this committee prior to construction. When 75% of the subdivision lots are sold, property owners shall form a Homeowners' Association, which Homeowners' Association shall assume the responsibility of road maintenance and maintenance of other common elements, if any, as well as planning committee duties; and, at such time, such Fox Creek Ranch - Phase 1 Subdivision Homeowners' Association may assess and collect appropriate dues for each subdivision lot. Such an assessment obligation may be enforced by way of collection remedies available at law, and the Homeowners' Association shall be entitled to reimbursement of all costs incurred concerning such enforcement, including but not limited to reimbursement for its attorneys' fees and costs. When such assessments are made, each unit owner shall be responsible to pay an assessment based upon the unit owner's proportionate share of units owned in the Fox Creek Ranch- Phase 1 Subdivision, which is comprised of 28 units/lots and 2 parcels/tracts, as referenced on the Replat of Fox Creek Ranch - Phase 1. Each owner of a unit/lot located within the Fox Creek Ranch - Phase 1 Subdivision shall, upon formation of the Homeowners' Association, be entitled to one vote for each unit/lot owned concerning subdivision Homeowners' Association matters.

B. Until 75 percent of the lots are sold by the Declarant, the Declarant, Fox Creek Ranch Limited Partnership, or its successor shall remain responsible for the cost of maintenance of the subdivision roads, and shall have the authority concerning the management and control of the subdivision, except as expressly otherwise provided by these Amended Protective Covenants. The Declarant shall create no more than 28 units/lots and 2 parcels/tracts in the Fox Creek Ranch - Phase 1 subdivision.

3. No main residential structure shall be permitted on any lot, the habitable floor space of which, exclusive of basements, porches and garages, is less than 1200 square feet in the case of a one-story residential structure, and not less than 1800 square feet habitable floor space in case of a two-story dwelling structure. All homes and garages shall be of log or other acceptable wood exterior. The roof shall be covered with colored steel panels. All boundary fences shall be of pole or split rail construction, and shall not be over 42 inches in height. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal building, shall be permitted; provided, however, that no used or previously erected or temporary house, structure, or non-permanent outbuilding shall be placed, erected or allowed to remain on any of the land except during construction periods and no dwelling house shall be occupied in any manner prior to its completion.

4. Lot owners shall be permitted to keep up to five (5) large animals, other than goats or pigs, per each lot owned. No goats or pigs are allowed. All animals owned by lot owners must be kept within lot boundaries. Feeding of wildlife other than birds is prohibited.

5. When construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or other structure, 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. Such time periods may be extended under unusual circumstances in the discretion and with the written approval of Declarant or the Homeowners Association when it is established.

6. As of the date of these Covenants, well certificates are available from the Conejos Water Conservancy District at 318 Main St., Manassa, Colorado. Payment of the annual usage fee from the Conejos Water Conservancy District will be the sole responsibility of the lot owner, as will the responsibility to promptly obtain appropriate well permits/certificates upon the purchase of Fox Creek Ranch - Phase 1 property. No septic system shall be constructed, altered, or allowed to remain or be used in any unit/lot/parcel unless fully approved as to design, capacity, location, and construction by all proper public health agencies of the State of Colorado and the County of Conejos. All septic systems and wells shall be set back at least 50 feet from all property boundaries.

7. Except as referenced in Paragraph 8 below, said land shall not be occupied or used for any commercial or business purposes unless zoned commercial, nor for any noxious or offensive activity, and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands, including the disposal of trash and junked cars. Bear-proof trash containers are recommended. Excessive noise is prohibited. The operation of chain saws and off road vehicles shall be prohibited after dark and all day Sundays.

8. The lots being sold on this ranch are part of a working cattle ranch, and if the cattle become a nuisance to the residents it shall be the duty of the lot purchaser to fence the cattle out of his property and to hold Declarant and its successors harmless as to damage caused by cattle.

9. Lot owners shall keep all utilities (electricity, telephone, cable TV, etc.) buried beneath the ground. Above ground lines are prohibited on the ranch.

10. Enforcement of these covenants shall be by lot owners in proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant.

11. Notice of matters affecting the Fox Creek Ranch - Phase 1 Subdivision shall be given by regular mail.

FOX CREEK RANCH LIMITED PARTNERSHIP

By: [Signature]  
CARL E. MORTENSEN  
Director/President of MORTENSEN PROPERTIES, INC.,  
General Partner of FOX CREEK RANCH LIMITED PARTNERSHIP,  
also known as FOX CREEK RANCH LP

By: [Signature]  
DEBORA C. MORTENSEN  
Director/Secretary of MORTENSEN PROPERTIES, INC.,  
General Partner of FOX CREEK RANCH LIMITED PARTNERSHIP,  
also known as FOX CREEK RANCH LP

STATE OF Texas )

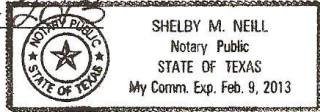
County of Lubbock

The foregoing instrument was acknowledged before me this 16 day of March, 2010,  
by CARL E. MORTENSEN, as Director/President, and DEBORA C. MORTENSEN, as  
Director/Secretary of MORTENSEN PROPERTIES, INC., General Partner of FOX CREEK RANCH  
LIMITED PARTNERSHIP, also known as FOX CREEK RANCH LP, a Colorado limited partnership.

WITNESS my hand and official seal.

My Commission Expires:

2-9-2013



[Signature]  
Notary Public  
Address: Lubbock TX