

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR REAL PROPERTY IN THE DILLEY RANCH FILING #1, 2, 3, AND 4 CUSTER COUNTY,
COLORADO

(As Amended May 16th, 2013)

This Amended and Restated Declaration of Protective Covenants for Real Property in the Dilley Ranch Filing #1,2,3 and 4, replaces in their entirety all previously recorded or adopted Declarations of Protective Covenants for Dilley Ranch Filing #1,2,3 and 4.

In order to protect the living environment and preserve the values in the real property described as Dilley Ranch, filings one, two, three, and four, as further described on the plats filed in the records of Custer County, at Reception Numbers 154846, 157509, 159339 as amended at 159691, and 160904 (said filings originally including a total of 81 lots) but excluding Dilley Ranch filing #5, a vacation and re-plat of lots 14 and 15 Dilley Ranch filing #4 at reception #165341 (hereinafter "the Real Property"). The Real Property described above shall be held, leased, sold and conveyed subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, restriction and provision shall inure to and run with the land and shall apply to and bind the respective successors in interests of the present owners, whose signature(s) appear(s) below. Specifically, the Real Property shall be subject to the following covenants:

I. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of the Real Property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

II. PROPERTY OWNER ASSOCIATION: The Dilley Ranch Property Owners Association (the Association) will be operated as per the by-laws of the Association.

(a.) Members: Every property owner of a parcel located within the Real Property will automatically be a member of the Association.

(b.) Purpose: The purpose of the Association is to use its authority as given by the by-laws:

- (1) To enforce these protective covenants;
- (2) To assess property owners' yearly dues;
- (3) To provide upkeep and improvements to all non-county roads in the Real Property; provided, however, the Association has no obligation to develop any roads that do not exist on the date these Amended and Restated Covenants are adopted. All roads within the Real Property, with the exception of designated County Roads, are the property of the Association;
- (4) To represent all property owners in matters of mutual interest; and,
- (5) To do all things necessary to maintain an Agricultural status with the Custer County Assessor.

Should any property owner fail to pay assessments when due, the Association may collect reasonable attorney's fees, costs, and expenses required to collect such dues, and assessments; collect interest at the statutory rate on any amount in default, accruing from the due date until date of payment; bring an action at law or in equity, or both, against any owner; and proceed to file a lien and pursue a judicial foreclosure of a lien on real property in the manner and form provided by Colorado law.

III. LIMITED EXPENSE PLANNED COMMUNITY: The Association has functioned and has been intended to function as a limited expense planned community as the same is defined at C.R.S. 38-33.3-116. The annual average common expense liability of each residential parcel or unit, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed four hundred dollars as that amount has been increased by the provisions of C.R.S. 38-33.3-116 (3). The Association is, pursuant to the provisions of C.R.S. 38-33.3-116, subject only to the provisions of C.R.S. 38-33.3-105 to 38-33.3-107 and does not adopt any of the other provisions of the Colorado Common Interest Ownership Act.

IV. FURTHER SUBDIVISION OR CONSOLIDATION OF PARCELS OR LOTS: No further subdivision of any parcel or lot within the Real Property shall be allowed. Internal boundary line vacation or adjustment of privately owned parcels or lots will be allowed only upon the written approval of the Association Board of Directors, as provided herein. The Association Board of Directors shall be given sixty (60) day written notice of the proposed boundary line vacation or adjustment. Future assessments of Association member fees or dues will be based upon the original number of parcels. By way of example only, if a member wishes to vacate the lot line between two lots or parcels and thus create a single parcel the member will still be assessed Association fees or dues based upon two lots or parcels. Any boundary line vacations or adjustments which are permitted will be named as a lot number and filing number of the Dilley Ranch Subdivision to avoid future confusion. A notice of record or other document suitable to the Association Board of Directors will be recorded along with any boundary line rearrangement or adjustment to inform future owners of the method of future Association fees and dues, such document to be signed by the member/property owner and a designee of the Board of Directors.

V. DWELLINGS: No permanent dwelling structure shall be built on the Real Property that is less than 1,000 square feet of living space. No commercial activity which invites public traffic in the course of doing business shall be permitted unless approved by the Association Board of Directors. However, only one additional dwelling structure of 500 square feet or less of living space, which is not used for any commercial purpose and is intended for use only by guests and visitors, built after the permanent dwelling structure is completed and capable of being occupied, shall be permitted.

VI. SETBACKS: No structure may be erected within fifty feet of the boundary line of any road with the real property or within fifty feet of any side or rear line of any parcel.

VII. TRASH AND RUBBISH: 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.

VIII. UTILITY EASEMENTS: A ten (10) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior lot lines. All future electric and phone lines shall be extended underground, excepting that the Association Board of Directors may approve overhead lines where the terrain would make the placement of underground lines difficult.

IX. NUISANCES: No owner shall cause or allow the origination of foul or offensive odors or excessive noise from his tract. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his parcel. In case of a dispute, at the request of an owner, the Association Board of Directors shall make the final determination of what constitutes a nuisance.

X. ANIMALS: Animals will be allowed on the Real Property for personal use of parcel owners. Any animals raised for commercial activity must have prior written approval of the Association Board of Directors. Commercial feed lots and swine, except swine kept through the supervision of a recognized public youth program, shall be prohibited from the real property.

XI. MOTOR VEHICLES: No motorized vehicle which is non-operational shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.

XII. TEMPORARY RESIDENCES: No structure of temporary character, including a recreational vehicle, camper unit, trailer, basement, tent or accessory building, shall be used on any tract as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) days in any calendar year.

XIII. MOBILE HOMES: HUD sanctioned and UBC sanctioned mobile homes of all widths, trailer homes, trailer coaches, recreational vehicles used as a dwelling structure, and modular homes shall not be permitted on any parcel within the Real Property. Manufactured homes shall not be permitted on any parcel within the Real Property unless such structure is given prior approval by a two thirds majority of the Association Board of Directors.

XIV. LAND USE: All wood harvesting, renewable energy structures, and mining (including the removal of minerals, soil, gravel, or rock) that are commercial in nature are prohibited.

XV. ENFORCEMENT: Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The Association shall be entitled to collect reasonable attorney's fees, costs, and expenses required to enforce the terms of these covenants from any owner found to be in violation of these covenants. Invalidation of any one of these covenants or restrictions by court order shall in no way affect any other provisions which shall remain in full force and effect.

XVI. TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the members of the Association has been recorded, changing said covenants in whole or part.

XVII. SEVERABILITY: Invalidations of any one of these covenants or any part thereof by court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XVIII. COUNTY REGULATIONS: To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XIX. COUNTERPARTS: This instrument may be executed in a number of counterparts, any one of which may be considered an original. This Amended and Restated Declaration of Protective Covenants has been approved by a majority of the members of the Association as evidenced by their signatures which are attached hereto.

SO STATED, on behalf of the members of the Association described hereinabove, pursuant to Article II (b)(4) of these amended covenants and the Dilley Ranch Covenant Amendment Ballots, recorded herewith by:

DILLEY RANCH PROPERTY OWNERS ASSOCIATION, INC.

David Simpson, President

STATE OF COLORADO)

) ss.

COUNTY OF CUSTER)

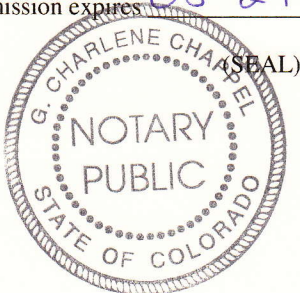
The foregoing Amended and Restated Declaration of Protective Covenants For Real Property in the Dilley Ranch Filing #1, 2, 3, and 4 Custer County, Colorado, as Amended the 16th day of May, 2013, was acknowledged before me this

22nd day of May, 2013 by, DAVID SIMPSON

President of the Dilley Ranch Property Owners Association, Inc.

Witness my hand and official seal.

My commission expires 08-27-2016



G. Charlene Chappel
Notary Public