

INDIAN CAMP RANCH

DECLARATION OF PROTECTIVE RESTRICTIONS AND ARTICLES OF ASSOCIATION OF AN UNINCORPORATED ASSOCIATION REFERRED TO AS THE INDIAN CAMP RANCH HOMEOWNERS ASSOCIATION

Declaration made this 11th day of ~~August, 1993~~ by Archie E. Hanson, Jr. of the County of Montezuma, State of Colorado hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of land in the County of Montezuma, State of Colorado, which is more particularly described in EXHIBIT "A", attached hereto and by this reference made a part hereof; and

WHEREAS, it is the desire and intention of Declarant to sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof and to further create an Anasazi Archaeological preserve dedicated to the protection of all sites known or unknown. To further provide for research and preservation of said sites as further set out in this document. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the described lands or any part thereof, and that this Declaration shall supersede, replace, or amend all previously made Declarations or amendments thereto.

ARTICLE I

Section 1. Uses of Property

(a) The property covered by this Declaration shall be used for residential, archaeological research and education, agricultural or recreational purposes only, including the tilling of the soil, the raising of crops, animals and horticulture.

(b) No building or structure shall be erected on any building site or upon any portion of the property covered by this Declaration which shall be used, designed or intended to be used for any purpose other than for a single family dwelling, subject, however/ to the provisions hereinafter contained as to community facilities, protection of archaeological sites, easements, roads, barns, stables and appurtenant structures.

(c) A guest house shall be allowed in addition to the main residence.

(d) No such dwelling house, inclusive of garage, porches, verandas, porte cocheres and other similar projections or other buildings of any character whatsoever shall be erected, placed or suffered to remain on any parcel within one hundred (100) feet of any side line thereof, nor within one hundred fifty (150) feet of the front line thereof except a structure protecting an archaeological site. **Lots adjoining exterior boundaries may have a 10' setback only.**

(e) No such dwelling house shall be occupied by more than one (1) family and members of its domestic staff.

(f) No tent, trailer, mobile home, modular home, shack, barn, out-building, gas or oil derrick, advertising sign, billboard or other advertising device or temporary living quarters or any structure or building other than the said dwelling house shall be erected, placed or suffered to remain on any parcel except the following:

1. A stable, providing it is of a size not greater than reasonably necessary to accommodate the number of animals permitted by these restrictions. Such stable shall not be erected, placed or suffered to remain on any parcel nearer than one hundred fifty (150) feet to any public highway or any roadway or any front, side or rear parcel line. Nothing herein contained shall be construed to prevent the construction and use of sleeping or living quarters in connection with such stable for bona fide servants employed in the care of such stable, dwelling house or grounds.

2. A house, shed or coop for chickens or other fowl providing, however, that no such building shall be erected, placed or suffered to remain on any parcel nearer than one hundred (100) feet to the said dwelling house or nearer than one hundred fifty (150) feet to any front, side or rear parcel line.

(g) Any device or activity which shall endanger the health or unreasonably disturb the peace and quiet of the owners, tenants, or lessees within said Tract shall be deemed a nuisance and shall not be permitted.

(h) No industry, business, trade, occupation or profession of any kind shall be maintained or permitted within said Tract except a Museum or Research Center on Parcels 21 ~~or 22~~.

Except:

1. Legal or professional ~~counseling~~ that would be entirely in the residence and unobtrusive.

2. Artist studios for furtherance of their trade ~~without~~ **including** the right to have **small** public gatherings or ~~public~~ exhibits.

(i) No outside parking or storage of equipment used in an owners trade or business. No accumulation of automobiles, trucks or equipment that would detract from the appearance of a single residence neighborhood **except for agricultural use.**

(j) The requirements with respect to front or side line setbacks or fixed dimensions ~~specified in Paragraphs c and e above~~ may be modified as to any parcel by written consent of the Indian Camp Ranch Homeowners Association **Board of Directors**

hereinafter provided for, if the enforcement of such requirement would work an undue hardship and if such modification would not in said Association's Board's judgment result in material damage to any other parcel. Permission shall be in writing and be kept in the permanent file of the association.

(k) No rubbish or debris shall be placed or permitted to accumulate upon any portion of said property and no odor shall be permitted thereon or to arise therefrom so as to render such portion unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof, and no nuisance shall be permitted to exist or operate upon any portion of said property which is offensive or detrimental to any property in the vicinity thereof or to its occupants.

(1) No building or structure upon any building site or parcel covered by this Declaration shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and be adequately painted.

(m) The work of construction on any building or structure upon said property shall be prosecuted diligently and continuously from time of commencement until the same be fully completed; no such building or structure shall be occupied until completed nor shall temporary or permanent house trailer occupancy be permitted ~~except for employees of the Declarant that work on the property.~~

(n) No obstruction, diversion or confining or existing channels upon, under and/or across any portion of said property through which water in time of storm or otherwise naturally flows or through which water has been caused to flow artificially by Declarant in the development of said property shall be made by any person without the written consent first obtained from Declarant **or the Association's Board of Directors.**

The restrictions hereof shall not preclude Declarant, as an incident to the development of the entire property, to change existing channels for the natural flow of water and also to create channels and means of artificial drainage and water flow.

(o) Not more than one horse, one pony, one cow, one sheep or other similar domesticated animal for each two acres of land shall be kept or harbored on any parcel. Any unusual kind of domesticated animal may be kept or harbored on any parcel upon the written consent of the Board of Directors of the Association. All animals must be fenced into the property.

(p) No Deer **Big Game** Hunting.

Section 2. Approval of Signs and Alterations.

(a) No billboard, poster or sign of any character shall be erected, maintained or displayed upon or about any part of said property without the approval in writing of Declarant, and any billboard or sign not so permitted or approved may be summarily removed and destroyed. All name signs and address signs shall be the same as those designed and provided by the Declarant to the original purchasers **unless changed by vote of two-thirds of the property owners.**

The provisions hereof shall not apply to signs or temporary buildings or

structures erected or maintained by Declarant or Declarant's agent for or in connection with the sale, development or use of the property covered by this Declaration.

(b) No part of the property covered by this Declaration shall be subdivided or re-subdivided in parcels of less than thirty-five (35) acres. No lot line may be adjusted unless approved by Declarant or the Board of Directors of the Association.

(c) During reasonable hours Declarant or any agent of Declarant or Board of Directors shall have the right to enter upon and inspect any building site or parcel embraced within said property for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

Section 3. Archaeological Sites and Disposition of Artifacts.

The plan of development of Indian Camp Ranch has as one of its express purposes the creation of an Anasazi Archaeological Preserve to protect and foster the preservation of the Anasazi Indian culture once flourishing on the land.

(a) No owner may build his house or any permanent structure on top a known site with the exception of a structure expressly designed to protect the site by covering it from the elements.

(b) No homesite or road shall be constructed over a known site and all grading of any kind shall first be approved by an archaeologist who shall certify that no site is destroyed by the proposed grading.

(c) No owner shall be required to dig or explore any site on his or her property.

(d) Property owners are encouraged to research the area in which they wish to construct their home to ascertain the extent of any nearby site. Without some exploration work by a qualified Archaeologist a valuable and interesting site may extend under a home.

(e) When work commences on a site it must be done under the direction of a qualified certified or registered Archaeologist that has been approved by the Chief Archaeologist Archaeological Advisor of the Board for Indian Camp Ranch. Upon resignation another Chief Archaeologist will be appointed by the Board of Directors of the Indian Camp Ranch Homeowners Association and he will have to approve subsequent Archaeologists.

Owners are encouraged to actively participate in the exploration and shall attend a two day class on Basic Archaeology periodically conducted by the State Archaeologist in the local vicinity if they assist in the Archaeology of the site.

(f) Any site dug must be preserved in a displayable condition by stabilization or protection from the elements by the construction of a roof over the exposed structures.

(g) All artifacts collected from the dig shall be ~~given to the Indian Camp Ranch Museum~~ in curation form for permanent storage for future research.

Any item from the dig the owner wishes to keep for his or her personal enjoyment shall be returned to the owner after first being properly recorded. The purpose of this paragraph is to let the owner enjoy any item they wish to display but to insure that no valuable artifact is sold to a collector and thereby creating a commercial market. Ethical research cannot allow a pot-hunting profit and still be an acceptable archaeological endeavor.

Upon the death of the last remaining spouse ~~the loaned~~ any artifacts shall be returned to the ~~museum for permanent display for disposition.~~

(h) The owner that commences a dig must have his archaeologist prepare a final report of the project and make a copy available to the Homeowners Association ~~and to the Museum~~ with the right to include the publication for public distribution. It is contemplated that Indian Camp Ranch will be a major contributor to research on the Anasazis and all information gathered should be available for this research effort.

(i) If, an owner willfully disregards the ethical program as set forth above ~~the Board of Directors of~~ the Homeowners Association shall ~~be entitled to~~ triple the assessment fees for his or her property until the archaeological guidelines are adhered to. The judgement as to whether the violation is finally corrected shall be at the discretion of the then current ~~Chief Archaeologist~~ ~~Archaeological Advisor of the Board~~ ~~in charge of~~ Indian Camp Ranch.

Section 4. Easements and Rights of Way

Easements and rights of way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, public, quasi-public and private. Easements and rights of way are further expressly reserved covering an area ten (10) feet in width on each side of all property lines established by Declarant, excepting where said property lines are immediately contiguous with or adjoining road frontage boundary lines. Declarant reserves sole and exclusive authority to enter into, execute and dedicate, as grantor, any said easements and rights of way for the construction, creation and maintenance of the aforesaid utilities on the above ten (10) feet easements and on the right of way on the recorded street frontage.

ARTICLE II

Section 1.

INDIAN CAMP RANCH HOMEOWNERS ASSOCIATION, a community association and a nonprofit association organized under the laws of the State of Colorado, shall have the right and power, subject to the other provisions of this Declaration and any limitations imposed thereby, to do and perform each and every of the following acts for the benefit,

maintenance and improvement of the property covered by this Declaration, to wit:

(a) To purchase, construct and maintain public buildings, swimming pools, parks, parkways, playgrounds, gates, recreation areas, bridle trails, tennis courts, golf courses, club houses, airports, roping arenas, places of amusement, riding stables and other facilities of a like nature, all for the use and benefit of the owners of said property, and to charge for the use thereof.

(b) To hold easements for and/or to improve, maintain streets, roads, bridle paths, courts and similar improvements; to construct, pave, grade, repair and improve such streets, roads, walks and bridle trails as the Board of Directors of the association deems to be of use or value to the property subject to the jurisdiction of the association; to care for, plant trees, shrubs or other plants on streets, parks, playgrounds and upon any property over which it may have jurisdiction; to construct, improve and/or maintain sewer systems, water lines and facilities and drains upon its easements and properties; to provide for the collection and disposition of garbage, rubbish and the like and to make and collect charges therefor.

(c) To fix, establish, levy and collect annually or otherwise charges and/or assessments upon each and every building site, lot or parcel and the improvements thereon embraced within the property subject to the jurisdiction of this Association; provided that the amount of each such charge or assessment shall be determined and provided by the Board of Directors of this Association.

(d) To provide, insofar as it may lawfully do so, for community fire and/or public protection, for the protection of all or any part of the property under the jurisdiction of the Association and/or the owners and residents thereof, and to do and perform any and all acts which may be necessary or proper for the peace, health, comfort, safety and/or general welfare of the owners of the property subject to the jurisdiction of the Association.

(e) To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from any building site, lot or parcel under its jurisdiction.

Provided that, all of the foregoing rights, authority and power granted the Association in this Declaration shall be subject and subordinate to the authority granted to the Declarant under this Declaration.

Section 2.

The first Directors and officers of this Association shall consist of the Declarant and four (4) owners of parcels covered by this Declaration who shall be appointed by the Declarant. The membership of this Association shall consist of all owners of record of the property subject to this Declaration, and the qualifications for memberships in the Association shall be subject to all provisions and conditions contained in the By-Laws of the Association, provided, however, that:

~~(a) In all matters coming before said Association, three (3) of its members shall constitute a quorum for the transaction of any and all of its business and a majority of those present and voting shall control decisions. When the Declarant no longer owns any property in said Tract or prior thereto if the Declarant elects to relinquish its rights~~

~~hereunder, the four (4) owners appointed pursuant to the above Section 2 may appoint one (1) member to the Association to succeed, but such appointee shall, in any event, and at all times during membership on said Association, be record owners of title of parcels in said Tract. Thereupon said Association shall call a meeting of record owners of title of parcels in said Tract, or, on their own initiative, any ten of such owners may call said meeting, for the purpose of approving and adopting by a majority vote of all such owners duly called and present and voting at such meeting, a Code of Regulations to govern the proceedings and perpetuation of said Association.~~

(b) The ownership of legal and/or equitable title of record to any parcel embraced within the property covered by this Declaration shall be required before a person may qualify for membership in the Association.

(c) The ownership of title to any parcel held as security for the payment or performance of an obligation or act shall not be the basis for membership in the Association.

(d) In no event shall more than one membership be issued based on the ownership of any one parcel, regardless of any difference in the ownership of legal title and equitable title, or because of the ownership of such parcel being in joint tenancy, tenancy in common or in any other undivided interest.

(e) There is hereby granted to and vested in said Association the right and authority to exercise such discretion; to give or to refuse to give such consents; and to do all such things as are permitted by or required of it to be done under the provisions of the foregoing restrictions, rights and easements.

Section 3.

Each parcel and/or portion of property covered by this Declaration, except property in the improvements owned by the Association or designated by the Board of Directors of the Association as being devoted to public or semi-public use, and property and improvements owned by Declarant and held for road purposes or community facility purposes shall be subject to a continuous maintenance lien securing payment of an annual **or semi-annual** charge or assessment to be fixed, established and collected from time to time as herein provided. The Association shall have sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge or assessment shall be limited with respect to amount as hereinafter set forth. All such annual charges and assessments shall be made at a rate fixed by the Board of Directors of the Association ~~based upon \$4.00 dollars per acre or fraction thereof and an additional fee of \$400.00 dollars which shall commence with the construction of a house. Provided, however, that said~~ Said assessment rate may be increased by and to the extent agreed upon by the owners of record of not less than three-quarters (3/4) in area of all lands subject to the jurisdiction of the Association, excluding lands still owned by the Declarant which are subject to such charges and/or assessments; ~~by written consent signed by such proportion of said owners duly recorded.~~

(a) ~~Notwithstanding the foregoing, the annual charge or assessment hereinabove referred to shall not be made, set, collected in the nature of a maintenance lien for a period of three (3) years from date of execution of this Declaration.~~

(b) Each and every one of the charges and/or assessments provided for in this Declaration, ~~subject to the limitation period above set forth~~, shall be fixed on or about the first Monday of October, ~~1996~~, for the fiscal year beginning July 1, ~~1997~~, and annually thereafter on or about the first Monday of October of each year for each succeeding fiscal year (which shall run from ~~July 1 to June 30~~ **January 1 to December 31**, both inclusive) , and each such charge and/or assessment shall be paid semi-annually in advance to the Association ~~on or before the first Monday in November in each year beginning in November, 1996~~, on which date each such charge and/or assessment shall become delinquent and shall be enforceable against the parcel and the improvements thereon (if any) against which same have been assessed, and shall continue until such charge and/or assessment, together with all costs, penalties and interest provided for have been paid.

(c) Damages shall not be deemed adequate compensation for any breach or violation of a restriction. Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against another owner of any property covered by this Declaration may be awarded a reasonable attorney's fee against the violating owner

(d) Declarant, as to the property covered by this declaration and each parcel embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each charge and each assessment provided for by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign said lien to the Association together with the right to collect and enforce the collection of the same.

(e) Each and every lien, charge and/or assessment, together with any cost, penalties or interests established, reserved or imposed under this Declaration shall be subordinate to any valid bona fide mortgage or trust deed (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any building site or parcel of property covered by this Declaration; provided, however, that any subsequent owner of any such parcel or site shall be bound by the restrictions, conditions, covenants, reservations, liens and charges set out in this Declaration whether obtained by foreclosure or trust deed sale, or otherwise, not including, however, any lien, charge or assessment arising prior to any sale under any such mortgage or trust deed.

ARTICLE III

Section 1.

All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this Declaration shall continue and remain in full force and effect at all times against said property covered by this Declaration, subject to the right to amend, change, modify and terminate provided for hereinafter, until January 1, ~~2023~~ **2038**. All of said restrictions, conditions, covenants, reservations, liens and charges in this Declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued automatically without further notice from that time for a period of ten (10) years each without limitation, unless within six (6) months prior to January 1, ~~2023~~ **2038**, or within six (6) months prior to the expiration of any successive ten year period thereafter, a written agreement executed by the then record owners of more

than two-thirds ~~of the area~~ of all lands **parcels** covered by this Declaration, exclusive of community facilities and property owned by the Association be recorded, by the terms of which agreement any of said restrictions, etc., are changed, modified or extinguished in whole or in part in the manner and to the extent therein provided.

(a) Amendment, change, modification or termination of all or any of the restrictions, conditions, covenants, reservations, liens or charges set forth in this Declaration may be made and effected from time to time by written instrument duly executed and recorded:

(1) As to all or any property covered by this Declaration then owned by Declarant, or any portion thereof, by the Association and Declarant; and

(2) As to all or any part of any other property then covered by this Declaration, by the Association, Declarant and the owners of record of two-thirds ~~in area~~ of all lands **parcels** covered by the restrictions, conditions, covenants, reservations, liens or charges which are to be so amended, changed, modified or terminated.

Provided, however, that in neither case shall any such amendment, change, modification or termination as to any property be made without the written consent, duly executed and recorded, of the owners of record of not less than two-thirds ~~in area~~ of all lands **parcels** held in private ownership.

ARTICLE IV

Section 1.

Each Grantee and each owner hereafter of any site or parcel included in said property covered by this Declaration or holder hereafter of a contract of sale or lease covering any site or parcel accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

Section 2.

Declarant reserves the right to make such cuts and fills as are necessary to grade the streets and roads (whether or not dedicated to the public), bridle trails and parkways within the boundaries of said property covered by this Declaration.

Section 3.

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of said restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, reservation, lien or charge or any part thereof, shall be thereby effected or impaired.

Section 4.

Any and all rights and/or powers of Declarant provided for in this Declaration may be delegated, transferred, assigned or conveyed in whole or in part by Declarant to the Indian Camp Ranch Homeowners Association or to any person or entity other than the Association.

Section 5.

All easements and rights of way herein reserved to Declarant shall be described in a Declaration of Easements hereafter executed by Declarant and recorded subsequent to the recording of this Declaration. In addition thereto, Declarant may also reserve further and additional easements and rights of way as Declarant may deem proper in a deed or conveyance covering any site or parcel embraced within said property covered hereby, except those parcels that have been sold.

Section 6.

Anything in this Declaration to the contrary notwithstanding, no gate or obstruction which blocks or interferes with ingress or egress or passage over or along any road or street or bridle trail upon said property or any part thereof shall be constructed, maintained or permitted unless the same and the location thereof is expressly approved by Declarant; provided, however, that, subject to all rights of ingress, egress and passage of all persons legally entitled to the same, a gate or gates may be constructed, maintained and operated by Declarant upon the property covered by this Declaration.

Section 7.

Certain areas, lots or parcels embraced within The property covered by this Declaration may from time to time be designated by Declarant for use for some or all of the community facilities hereinabove referred to.

~~Section 8.~~

~~It is the intention of the Declarant to cover all of the property presently owned or under option by the Declarant. The legal description shall be furnished at a later date and shall be known as DECLARATION #2 OF PROTECTIVE RESTRICTIONS.~~

IN WITNESS WHEREOF, ARCHIE E. HANSON, JR., the owner of INDIAN CAMP RANCH, has affixed his signature the day and year first above written.

ARCHIE E. HANSON, JR.
DECLARANT

Dated: ~~August 11, 1993~~