

DECLARATION OF PROTECTIVE COVENANTS FOR BUFFALO RIDGE TRACTS 1 THRU 8

DECLARATION OF PROTECTIVE COVENANTS: This Declaration of Protective Covenants, hereinafter referred to as the "Covenants", is made this 1st day of July 2011 by Virgil E. Peterson, hereinafter referred to as "Declarant", being the Seller of real property developed into eight (8) thirty five plus (35+) acre parcels, hereinafter referred to in the Covenants as the "Sites", are located in the N1/2 of Section 25, Township 4 South, Range 60 West of the 6th P.M., County of Arapahoe, State of Colorado. Said Sites are described in detail on the Survey and Legal Description, identified as Addendum "A", attached hereto and incorporated herein. : The Covenants are to run with the Sites and be binding on all Site Owners and their successors in interest and /or assigns. All Site Owners will be required to initial each page of the Covenants at prior to closing on the purchase of their Site thereby acknowledging that they have received, understand and agree to adhere to the terms of the Covenants set forth. Each Site shall have one representative, who is also an owner of the Site, hereinafter referred to in the Covenants as the "Site Owner".

INTENT OF THE COVENANTS: The Covenants have been created as a means to form an attractive and desirable residential community of individuals with similar expectations for their Site investment. Therefore said Declarant hereby imposes the following Covenants so that the Sites will be purchased, improved, occupied, and conveyed pursuant to the provisions of the Covenants. The Covenants are recorded with Arapahoe County and binding upon all of the Sites, the Site Owners and their respective heirs, executors, assigns, administrators, personal representatives, successors and assigns.

THE ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee, hereinafter referred to as the "Committee", is hereby established. This committee is composed of Virgil E. Peterson, Declarant, whose mailing address is PO Box 187 Watkins CO 80137, Billy B. Peterson, Personal Representative of Declarant and Frank Linnebur, Listing Broker. In the event of the death or resignation of any member of the Committee then the remaining members, will designate a qualified successor(s).

COMMITTEE APPROVAL OF THE RESIDENTIAL DWELLINGS: Prior to purchasing a Home Site, it is highly recommended that prospective Site Owners present preliminary plans of their construction plans to the Committee. Final construction plans of all residential dwellings and outbuildings must be approved and signed by the Committee prior to beginning construction. The construction plans must include and meet the following requirements:

1). **Method of construction.** The following types of home construction will be allowed:

"Stick Built" or "Site Built" Homes referring to a home that has not been pre-assembled in any way – in other words, a home that is constructed on-site around a "stick" frame.

"Off-Frame" or "Conventional" Modular Homes which refers to a factory-built house constructed in compliance with the standards of the regional, state, or local building code used by the governing body where the dwelling is located. Generally, this means under one of the model codes (BOCA, UBC, etc.). Most modular homes are built over a 2 x 10 platform and are designed to be placed over a crawl space or basement foundation. *"On-Frame" Modulares will not be allowed because they are built on a permanent chassis like a manufactured home and*

presently classified by Fannie Mae as a "manufactured" home. Since On-Frame Modulares are not built to the HUD code, they do not meet Fannie Mae's property eligibility requirements and, at present, mortgages secured by on-frame modulares are not eligible for purchase by Fannie Mae.

Manufactured Homes which generically refers to a home that has been partially or entirely constructed in a factory then transported to the site for assembly. In a specific sense, a "manufactured house" denotes a factory-built house constructed to the HUD Code. The Department of Housing and Urban Development (HUD) has strict codes regarding the standards of manufactured homes, and the regulation of factories producing manufactured homes is strict. Manufactured homes can be single- or multi-section; some popular varieties include: **Panelized Homes** referring to a home constructed of factory-built panels (usually floor and wall panels) which are shipped to the site on trucks and lifted into place using a crane. These wall panels may consist of nothing more than studs and sheathing or they can include windows, doors, wiring, and insulation. When finished, panelized may be indistinguishable from site-built construction but they must meet state or local building codes. **Pre-cut, Pre-fab, Kit Homes** referring to a *home package* that includes materials that are pre-cut at a factory and assembled on-site. They can include log homes, domes, etc. and must meet local and state codes. Like panelized homes, when completed it may be impossible to distinguish from site-built homes. **Multi-sectional Homes** referring to a factory-built home delivered to a site in more than one section and can include either modular or manufactured housing.

Other Construction Methods, not mentioned above, will be evaluated by the Committee on a case by case basis for approval.

- 2). Homes must have the appearance of a "Stick Built" Home to be approved by the Architectural Control Committee
- 3). Single story (Ranch) style residential dwellings shall have a minimum 1,500 square feet, exclusive of basements, garages, porches, patios and accessory structures.
- 4). Two story residential dwellings shall have a minimum 1,500 square feet on the main floor, exclusive of basements, garages, porches, patios and accessory structures.
- 5). A depiction (drawing or picture) of the front, rear and sides of the dwelling indicating roof pitch, siding material, roofing materials, colors and size and location of the garage, if any.
- 6). Each residential dwelling shall include an attached or detached two (2) car garage of sufficient size to accommodate two full size automobiles. Depending upon the square footage and appearance of the dwelling, the Committee may waive this requirement.
- 7). Residential dwellings with a Certificate of Occupancy must be complete, according to the plans presented to the Committee, within 19 months after breaking ground for the foundation.
- 8). No more than one single family residential dwelling will be allowed on any one Site.

The Committee reserves the right to waive any of the building requirements or restrictions above on any of the residential dwellings upon their review of said construction plans and specifications without restricting the Committee's right to enforcement thereafter. It is the intent

of the Committee to maintain a high standard for the exterior architectural design and construction using quality materials and colors, which blend in naturally with the surrounding landscape. Interior design of the residential dwellings is not a concern of the Committee since it does not affect neighboring Sites.

LOCATION OF DWELLINGS: All improvements on the Sites shall be located as to maintain minimum setbacks as required by Arapahoe County.

OUTBUILDINGS: All barns, animal shelter buildings and other structures must be approved by the Committee, be built of new material and constructed by professional, licensed builders. A Site Owner who prefers to do his own construction must have construction experience and obtain Committee approval. Outbuilding construction, as presented to the Committee, must be complete within 12 months after the material is delivered to the Site.

TEMPORARY STRUCTURES: No structure of a temporary character including but not limited to old trailer houses and storage units shall be used or erected on the Sites with the exception of a motor home or trailer for a period of time limited to 19 months (or as otherwise limited by Arapahoe County Rules and Regulations) during construction of residential dwellings. Said temporary structures must conform to Arapahoe County Rules and Regulations and must be removed after said period or within 21 days after the Site Owner receives a Certificate Of Occupancy.

OPEN STORAGE OF OPERABLE VEHICLES, TRAILERS AND MACHINERY: Site Owners will not be allowed to use their Home Sites for an outdoor parking or storage facility for operable vehicles, trailers or machinery used for business, resale or collectables. Open storage of these will be allowed but must be reasonable for a residential development and done in a clean and orderly fashion to avoid a petition by Site Owners or notice from Adams County. Operable recreational vehicles such as campers and boats, used by immediate family members, may be stored outdoors.

NOXIOUS WEEDS: Site Owners will work diligently to control noxious weed patches such as Bind Weed, Leafy Spurge and Canadian Thistle which spread quickly and are especially hard to eradicate once established. If proof of a noxious weed hazard is required, a report or testimony by a technician of the Natural Resource Conservation Service (NRCS) shall be proof that a Site is infested and a hazard to other Sites. The Site Owner will take corrective action as recommended by the NRCS to correct the problem.

LANDSCAPING: Landscaping around residential dwellings is strongly encouraged. Weeds, even though mowed, will not be permitted to remain on the Sites especially around the residential dwelling, outbuildings and driveways. Weed infestations result in tumble weeds which fill fences and are a nuisance and fire hazard for other Sites.

VEGETATION: The Sites must be used for the production of crops or planted to native or domestic grass. Site Owners who wish to farm using herbicides and pesticides should be wary of chemical and chemical odor drift which can affect plants, animals and humans on neighboring Sites. Site Owners who wish to farm using tillage operations must practice good farming practices to maintain a high level of plant residue in the soil to prevent wind and water erosion. If proof of poor farming practices is required, a report or testimony by a technician of the Natural Resource Conservation Service (NRCS) shall be proof that a Site is being poorly farmed. The Site Owner will take corrective action as recommended by the NRCS to correct the problem. Alternatively, maintaining the Sites in grass or an alfalfa /grass mix will produce pasture

or feed with minimal tillage and /or chemicals. Excessive wind or water erosion will not be permitted on any Sites. Farmers are available in the area. If a Site Owner chooses to lease his Site to a farmer, he may want to refrain from fencing his Site such that a farmer, for ease of operation and uniformity, can farm several Sites together and splitting lease proceeds accordingly. Earning agricultural income will protect Site Owners from losing their agricultural status for tax purposes on their Sites. Site Owners are hereby notified that farming and high winds can occasionally create blowing dust and water erosion regardless of good management.

FENCES: All boundary and interior fences, pens and /or corrals must be made of quality and customary fencing material and built and maintained to professional and workmanlike standards. Railroad ties will not be allowed as a substitute for fence posts. Decorative fencing on the road frontage and /or driveway entryways is encouraged. In addition:

1). It is highly recommended that Site Owners meet with neighbors to discuss location, ownership, type of construction, cost and maintenance of fences built on Site boundaries prior to construction.

2). If neighboring Site Owner refuses to share in the cost of a fence, Site Owners should consider building the fence with a setback of at least 6 inches inside of their Site boundary so as to avoid any disagreement that the fence, which they purchase, build and maintain is part of their Site.

3). Site Owners are required to fence their animals in and keep them off neighboring Sites. Traditionally, according to Colorado Fence Law, a property owner had to fence his land if he needed to keep his neighbors livestock off.

ANIMALS IN GENERAL: All animals on all Sites shall be managed so as not to be an odor, noise, danger or trespassing nuisance. All barn stalls and runs, corrals, kennels and similar animal confinement structures shall be kept reasonably clean and well drained. Piled manure and bedding shall be disposed of in a timely manner.

LARGE ANIMALS: Large animals such as horses, bovine, sheep, goats or animals of similar size must be confined if necessary to avoid overgrazing. If proof of overgrazing is required, a report or testimony by a technician of the Natural Resource Conservation Service (NRCS) shall be proof that the Property has been overgrazed. The Site Owner must take corrective action as recommended by the NRCS to correct the problem. Large animals will be restricted to a total of 6 on any one Site. Exceptions may be granted on a case by case basis by the Committee for intensely managed and maintained breeding and /or training facility.

CONFINEMENT AREAS: Confinement in outdoor pens or corrals, where over grazing is allowed, is limited to 50,000 square feet area per Site. Confinement areas will be kept a minimum of 300 feet off of the access road and preferably behind residential dwellings. All confinement areas must be managed so as not to create an unreasonable odor or wind erosion hazard. Live windbreaks (trees or bushes) or private fencing is encouraged to reduce the risk of blowing and odor onto neighboring sites.

OUTDOOR ARENAS: Each Site is restricted to one arena not exceed an area of 50,000 square feet. Arenas must be located, managed and maintained so as not to create a blowing dust hazard to neighbors. It is suggested that arenas be located away from common access roads

where nearby homes may be built. Arenas must be professionally constructed of quality materials designed for such use. Arenas will not be used to expand the 50,000 square foot

confinement area described above. Live windbreaks or private fencing around arenas is encouraged to increase your enjoyment of the arena while reducing the risk of blowing dust.

SWINE: Swine are limited to a maximum number of 2. Litters must be sold after weaning. Swine will be confined to an area not to exceed 2,000 square feet and will not be allowed to graze.

DOGS: The roaming of dogs onto other Sites is prohibited. A fully enclosed kennel will be required for dogs which bark excessively. Potentially dangerous dogs will be securely contained by a leash, fence or kennel.

PRAIRIE DOGS: No Prairie Dogs will be allowed on any Sites. Prairie Dogs are prone to proliferate and conquer ground making them a hazard to other Sites. Site Owners will work diligently with Arapahoe County Authorities to control Prairie Dogs before infestations can occur.

EXTERIOR LIGHTING: Any exterior lighting, including arena or livestock confinement area lighting, shall produce no direct rays or glare spill over which extends beyond the boundary of any Site from which the light originates.

TRASH, RUBBISH, SCRAP AND JUNK VEHICLES: No portion of any Site shall be used for the dumping of trash, rubbish, debris, garbage, tires or other waste of any kind. Open burning of the above, even in a barrel or other container, must be carefully monitored to avoid any risk of spreading. Scrap iron and wood, inoperable machinery, junked vehicles, unregistered or inoperable vehicles or trailers, trailer houses, storage units, or any other materials machinery, or units of this type shall be allowed to be kept on the Sites unless fully concealed behind a privacy fence or in an enclosed outbuilding.

ANY OFFENSIVE ACTIVITY: No Site Owner shall permit any act offensive or noxious activity to be conducted or carried out on any Site, which creates an unreasonable nuisance or risk of property damage and /or devaluation of Site values. Uses include but are not limited to; on Site business operations causing excessive traffic or wear and tear on the access road, reckless discharge of firearms and excessive use of motorcycles and four wheelers. Site Owners are encouraged to be considerate of neighboring Site Owner's quiet enjoyment of their Site and use discretion as to the time of the day and total hours of any such activity. In addition, the provisions of the Covenants cannot cover every situation in which a Site Owner could be deemed a nuisance, potential hazard or eye sore to other Site Owners, therefore, a petition signed by a majority of the Site Owners identifying the offensive behavior, even though not identified herein, can be served on the Site Owner and will be cause for that Site Owner to remedy his behavior under the terms of the Covenants.

ENFORCEMENT: In the event of any violation of any of the provisions contained herein, a petition can be drawn and signed by a majority of the Site Owners and served upon the Site Owner which will be cause for that Site Owner to remedy his offensive behavior and reasonably conform to the wishes of the majority. In addition, the Declarant, the Committee, the Association or any individual Site Owner(s) may bring action at law or in equity, either for injunction, action for damages or such other remedies as may be available through County or State, law, rules and regulations.

FAILURE TO ENFORCE: Failure of the Declarant, Committee, Association or any of the Site Owners to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant, Committee or any member thereof.

E. EVANS PLACE: The access road to the eight Sites, E. Evans Place, is an improved 60 foot wide, non-exclusive, easement appurtenant running over and providing road access to each of the eight Sites. E. Evans Place meets Arapahoe County's building permit requirement for providing access that meets Deer Trail Fire District's specifications for accessibility and safety by providing a 20 foot wide driving surface surfaced with approximately 3 inches of aggregate. No structure, planting or other materials shall be placed, planted or permitted to remain within said E. Evans Place Right Of Way Easement. The Easement is non-exclusive meaning that it is not exclusive to any one individual and appurtenant meaning that it is part of and runs with each of the Sites.

OIL WELL DISCLOSURE: The mineral rights on all of the Sites have been retained by previous owners. It is common for Union Pacific Rail Road, Anadarko, the State of Colorado or other private individuals to own all or a portion of the minerals under property in Colorado on which they do not own the surface estate. Mineral owners have a right to access the Sites for mineral exploration, primarily oil and or gas, which could result in a well being located on your Site. Although the likelihood of your Site being affected by any oil and gas exploration is very small (especially with the introduction of Horizontal Drilling techniques for extraction which usually allows only 1 drill site per 640+ acres), the possibility still exists. As the surface owner, you have rights for the protection of your home and quiet use and enjoyment of your Site. The drilling company would have to consult with you to negotiate a Surface Use Agreement identifying well location, access and pipeline easement and compensation for damage resulting from any entry or drilling onto your Site.

NON-LIABILITY OF DECLARANT AND /OR ARCHITECTURAL CONTROL COMMITTEE: Approval of building plans by the Committee shall not be deemed to constitute compliance with the requirements of any local building codes or other State or County regulations and it shall be the responsibility of the individual Site Owner to comply therewith. Neither the Committee nor the Declarant shall be liable in damages to anyone submitting plans to them by reason of mistake in judgment or nonfeasance arising out of or in connection with the approval or disapproval of building plans presented.

INVALIDATION: Invalidation of any one of these restrictions by judgment of Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

BUFFALO RIDGE OWNERSHIP ASSOCIATION: At that point in time when 5 of the 8 Sites are purchased from the Declarant, Site Owners are encouraged to establish the Buffalo Ridge Ownership Association, hereinafter referred to as the "Association". The Association will be composed of one representative, who is also an owner, of each Site. The Association will be established with at least 5 representative's participation in the Association. It is hereby agreed that the Association will have the right, by a passing vote of at least 5 representatives, to make decisions on: road maintenance and expense, making exceptions to the Covenants in favor of a Site Owner on a case by case basis and amending or eliminating the Covenants in part or in whole. Any Site Owner who refuses to have representation in the Association will still be subject to passing votes on decisions made by the Association. At the point in which the Association is formed, the Declarant will have as many votes as the number of Sites he owns. The Architectural Control Committee will be in effect until homes are built on all 8 Sites.

IN WITNESS WHEREOF, the undersigned have executed these covenants on this ____ day of June, 2011.

By: _____
Virgil E. Peterson

STATE OF COLORADO

COUNTY OF ARAPAHOE

The forgoing instrument was acknowledged before me this ____ day of June, 2011, Virgil E. Peterson

My commission expires _____,

Notary Public