

**AMENDED AND RESTATED PROTECTIVE COVENANTS  
OF CATHEDRAL PEAK RANCH**

OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.

CATHEDRAL PEAK RANCH  
LANDOWNER'S ASSOCIATION  
INC.

SEAL

STATE OF COLORADO

We, the undersigned, on behalf of the Cathedral Peak Ranch Landowner's Association, having its principal office at 30950 Bear Cub Trail, Conifer, Colorado 80433, the current address of the Secretary, or which shall be designated at the election of Officers meeting directly following the annual meeting and printed in the minutes of the annual meeting of each calendar year, and which Corporation represents all the owners of that certain real estate described on Schedule "A" attached hereto and Incorporated herein by this reference and hereinafter referred to as the "REAL ESTATE" hereby declare and impose the Following Protective Covenants on each and every part of the real estate described above.

Said Protective Covenants shall run with the land and shall be binding upon all parties hereafter owning or acquiring any interest in the land and real estate covered by these Covenants. These Covenants shall be binding upon all persons claiming under them for a period of ten years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years each without action by or notice to any person or entity unless amended or terminated as provided in Paragraph #20. Said Protective Covenants are as follows to wit:

1. Said Real Estate has been divided into tracts as more particularly set out and described on that certain plat of record under reception No. 428454 in Montrose County Records at Montrose, Colorado, and no tract so outlined and described shall be subdivided, re-subdivided or partitioned in any way by sale, mortgage, lease, court order or otherwise during the duration of these Protective Covenants.
2. That except for those tracts specifically designated otherwise in these Protective Covenants, all tracts of the subject Real Estate shall be developed and used for residential, hunting, fishing, grazing of livestock and recreational purposes only, with the view to preserving said Real Estate in its natural setting and environment as nearly as possible including particularly the preservation of the existing balance of nature and

wildlife habitats thereon, its rural and open range characteristics and its pollution-free environment. The grazing leases are for the benefit of the landowners, and the Board of Directors of the Association has the authority to enter into and continue such leases as an agent for the Owners of Cathedral Peak ranch Tracts, and the grazing income will be used for the benefit of the landowners.

3. Cathedral Peak Ranch Landowner's Association, Inc. is established to enforce these Covenants, and to maintain roadways through the Real Estate, to develop and provide for the distribution of water for agriculture, livestock grazing and wildlife habitat improvement on the Real Estate, and to generally manage and administer the limits and provisions of the Articles of Incorporation.

4. In conformity with the objectives of Covenant #2 above, no fences or any other man made structure or improvement (other than roads or utility lines and existing fences presently in place) shall be constructed on or within twenty (20) feet of any outside perimeter or boundary line of any tract; provided however, that the owner of any tract may construct a single fenced enclosure encompassing an area not exceeding five (5) acres for the purpose of confining horses or other domestic animals in, or cattle or other wildlife out; and provided further that the Board of Directors of the Association shall have the discretion to grant a variance from the restrictions of this paragraph #4 by permitting enclosure of an area larger than five (5) acres and including construction of a fence on or within twenty (20) feet of the outside perimeter of the Real Estate and within ten (10) feet of the interior line of any tract, where it is reasonably appropriate to be the beneficial use of the property and will not unduly violate the objectives stated in Paragraph #2 of these Protective Covenants. No fences or other structures (with the exception of cattle guards) shall be permitted to be constructed and maintained across any crossing unless a variance from this restriction is granted by the Board of Directors of the Association.

5. All dwellings, out buildings and other structures constructed upon the subject Real Estate shall be permitted and approved by the Montrose County Building Department. All fences shall meet BLM standards. It is recommended the outside covering of any structure be of natural color and blend with the natural surroundings. The floor space (living area) of any dwelling shall be not less than five hundred (500) square feet. In computing the minimum area, the area of open porches and garages shall not be included.

Further, the location of any structure upon any tract shall be the responsibility of the owner of said tract. No building shall be placed so as to interfere with any easement or right of way. It shall be in the sole discretion of the Montrose County Building Department and other local authorities to determine whether the workmanship and materials used in any structure are of good quality.

6. No mobile home, house trailer or other mobile living unit shall be parked, placed, erected or altered, and occupied, either temporarily or permanently upon any tract covered by these Covenants unless otherwise expressly authorized by these Covenants;



provided however, that any mobile living unit in the possession of an Owner or of parties visiting an Owner of any one or more tracts covered by these Covenants may be parked upon the tract of said Owner for a period not exceeding one hundred eighty (180) days in any calendar year unless a variance from this restriction is granted by the Board of Directors of the Association. All such mobile living units must be removed from the property during inclement winter months so as to avoid deserting mobile units that may have irreparable damage due to heavy snowfall. Further, there will be no commercial trailer parking upon any tract at any time.

7. All water, wells and sewage disposal systems placed upon any tract shall comply with the requirements of the Colorado Health Department and the Montrose County Board of Health and Building Department and no septic tank or other sewage disposal system shall be constructed on any tract in such a manner as to permit drainage of the same into a natural waterway or any adjacent tract.

8. Each tract and the improvement thereon shall be maintained by the respective Owner or Owners thereof in good condition and neat in appearance, and no tract shall be used or maintained as a dumping ground for trash, junk or rubbish. Trash, garbage and other waste shall not be kept on any tract except in containers designed for storage and disposal of the same, which container shall be kept in a clean and sanitary condition at all times.

9. No trade or business of a commercial nature, including commercial outfitting for hunting, shall be allowed on any tract, except that as long as there is no physical evidence of the conduct of a business upon a tract, the sending and receiving of business related telephone calls, e-mail, facsimile messages, or U.S. Postal Service mail by the Owner(s) of said tract in pursuit of any business activity which is not otherwise prohibited by said Covenants is acceptable. However, in the discretion of the Board of Directors of the Association, an Owner of one or more tracts may be granted the irrevocable right to rent pasture fenced on said tract to other Owners of the said Real Estate on such terms as he or she may desire.

No activity except for grazing leases, which, in the reasonable discretion of the Board of Directors of the Association, is noxious or offensive may be conducted on any tract; nor shall anything be done thereon which may be or may become an annoyance, inconvenience or nuisance to the surrounding area or infringement on the rights of other property owners; provided however, that the exploration and development of oil, gas and minerals in, upon or under any tract covered by these Covenants shall be permitted to the extent provided by law, although any developer of such rights shall pay just compensation as required by law to any owner of surface rights of any tract if the owner is damaged by exploration for or development of said minerals and said mineral rights. It is recognized that at the time of adoption of these Covenants there is one grazing lease on the subject Real Estate and said lease is a proper purpose and use of the property.

10. Any Owner, or other person desiring to cut down, clear or kill any trees on any tract except those trees which are located on that portion of a tract of which will be built a

dwelling or out building, will obtain approval from the Architectural Committee before cutting down, clearing or killing said trees.

11. All easements for utilities, roads and other purposes shall exist to the extent that the same are noted on the plat hereinafter mentioned, or later created by recorded conveyance; it is further understood that utility easements of at least ten (10) feet in width shall exist along each side of all interior tract lines and ten (10) feet in width immediately inside each right of way line of each platted road (as described in Paragraph #13 herein) as well as at least twenty (20) feet in width inside the perimeter of the Real Estate. Except for said utilities and roads, no structure shall be constructed on any easement described in these Covenants or on said Plat except to the extent permitted in Paragraph #4 hereof. All owners shall be responsible to ensure entrance gates are closed and locked at all times.

12. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any said tracts without the written consent of the Board of Directors of the Association; provided however, that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each tract as sole and conveyed, which advertising board shall not be more than ten (10) square feet in size and may be used for the sole purpose of advertising for sale or lease, the tract upon which it is erected.

13. It is recognized that the recorded plat of the subject Real Estate demonstrates the location of existing roads and proposed roads (herein referred to collectively as the "platted roads") which are or will be available to all owners of the tracts comprising the Real Estate; and three access points to Colorado State highway No. 92 to the West of the Real Estate and to the Gunnison National Forest to the East of the Real Estate shall be permitted to all Owners of the subject Real Estate over the platted or existing roads. All platted roads have a sixty (60) foot right of way; the traveled portion of said roadways does not exceed twenty four (24) feet in width and will be maintained so that the same is capable of being traveled by a normal automobile during good weather conditions, but said road shall not be necessarily be graveled nor improved to County road specifications. To the extent funds are available, the maintenance of all platted roads, as well as private roads running west from the Real Estate to Colorado Highway No. 92, shall be the responsibility of the Association. Each of the Owners of one or more tracts in the Real Estate shall be liable for an annual assessment for each tract owned by him or her for the maintenance of said platted roads and other budgeted items pertaining to the operation and administration of the Association, not to exceed the reasonable budgeted costs in a given calendar year divided by the number of tracts in the Real Estate; provided however, that in no event shall said annual assessment exceed the sum of three hundred (\$300.00) dollars per tract owned by said Owner. The maximum increase allowed per calendar year shall not exceed \$25.00 more than the current year assessment.

In the event that any tract Owner shall fail to make his or her annual assessment as herein required said annual assessment shall be collectable in a court of competent jurisdiction and shall be a lien upon the land of the delinquent owners. Except where



designated a County Road, (as on tracts 1, 2, 15, 16), all platted roads in the Real Estate shall be considered as private roads for the private use of the Owners of the Real Estate and for the use of the U. S. Government, its subdivisions, departments and agencies, and leases of the Owners of the Real Estate during the period of their respective leases.

14. As each tract of the subject Real Estate is sold or resold, the purchaser thereof, his or her heirs and assigns shall be responsible for paying the expenses incurred for installing and hooking up domestic water, sewage and gas systems, electrical and communication services, drainage, landscaping, storm sewers, if any, and all other related services except the construction of platted roads and streets, to provide said service from the perimeter of the tract across said tract for use thereon.

15. Only the Owners of the subject property and their guests shall be permitted to hunt and fish upon the subject Real Estate and in this regard it is understood that for recreational purposes including the pursuit of fish and game thereon, each Owner of any tract shall have free and unlimited access upon and across the tracts of Owners of other lands in the subject Real Estate so long as said Owner or guest, in the exercise of said right, acts in a reasonable manner with due regard for the safety of other persons and property upon the tracts which he or she traverses and does not materially interfere with the use of said property by the Owner thereof, further, any Owner or Owners guest who violates Game Laws may be barred from the property of other Owners and no person or persons shall camp on other Owners tracts without permission from said Owner and in no event shall any motorized vehicle be driven or allowed to travel on any portion of the Real Estate, except on platted roads intended for the use of said vehicles. It is further understood that there will be no more than five (5) persons per tract engaged in hunting or fishing at any one time on said Real Estate. The Association shall furnish the Owner of each tract, five identification cards or badges per tract. Each person engaged in hunting or fishing during any big game season, shall have in his or her possession an identification card or badge, and shall display such identification card or badge upon request of any other Owner of any tract of the said Real Estate.

16. The Board of Directors of the Association, as well as any owner of any tract within the subject Real Estate, shall have the right to enforce these Covenants by maintaining an action at law or in equity against any person or persons violating or attempting to violate any Protective Covenant herein, by seeking either to enforce said Covenant or to restrain said violation or to recover damages for the violation thereof, or both injunctive relief and recovery of damages; and any person who is judicially determined to be guilty of violating or attempting to violate any of the Protective Covenants herein set out, shall, in addition to other sanctions imposed by the court, pay all costs including a reasonable attorney's fee incurred for the enforcement of these Covenants; provided, however, that no Director of the Association shall be subject to any liability or civil action for any failure on his or her part to carry out the responsibilities of the Association under the provisions of the Protective Covenants, unless such failure is occasioned by his or her willful misconduct.

17. In addition of the sanctions permitted on Paragraph #16, hereof, the Association shall have the authority to establish, by an affirmative vote of two-thirds (2/3) vote of the total membership of its Board of Directors, a system of monetary fines to be paid into the Association by any person to whom these Covenants apply who is determined by a majority vote of the total membership of its Board of Directors to have violated any of the provisions of these Protective Covenants; but no such person shall be required to pay such fine for any violation prior to his or her receipt of actual notice of the system of fines so established.

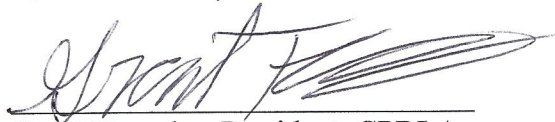
18. Invalidation of any one of these Covenants by a judgment or court order shall in no way effect any of the other provisions or Covenants herein stated, which shall remain in full force and effect.

19. These Protective Covenants take precedence over any and all others and make all previously Protective Covenants null and void.

20. All or any portion of these Protective Covenants may be amended or terminated in whole or in part at any time by the vote or agreement of Owners representing a majority of the acreage of said real estate. Such agreement may be in any number of counterparts. Such amendment shall be effective when duly recorded in the real property records of Montrose County, Colorado.

**Said Amended and Restated Covenants are valid and represent the written consent and approval of a majority of the acreage of said real estate, following the election of April 19, 2019.**

CATHEDRAL PEAK RANCH LANDOWNER'S  
ASSOCIATION, INC.



Grant Knowles, President, CPRLA



Mark Minter, First Vice President, CPRLA



STATE OF COLORADO

ss.

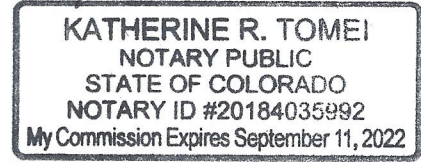
COUNTY OF MONTROSE

(SEAL)

The foregoing Amended and Restated Protective Covenants were acknowledged before me by the Cathedral Peak Ranch Landowner's Association, Inc., acting by and through Grant Knowles and Correna Genders on this 19 day of August, 2019.

WITNESS my hand and Official Seal.

My commission expires: 9/11/2022



Kot Tomei  
Notary Public (SEAL)

SCHEDULE "A"

The following is a description of the "Real Estate" which is subject to the foregoing Protective Covenants of Cathedral Peak Ranch:

1. That certain property as originally purchased from Melvin Springer Jr. and L.J. Springer, doing business as Stirrup Bar Ranch: The NE ¼, the E ½ of the NW ¼, the N ½ of the S ½, the SE ¼ of the SE ¼, and the SW ¼ of the SW ¼ of Section 3; the S ½ of the S ½ of Section 4; the SE ¼ of the NE ¼ and the NE ¼ of the SE ¼ of Section 7; the S ½ of the NW ¼ and the S ½ of the NE ¼ and the N ½ of the S ½ of Section 8; the W ½, and the W ½ of the E ½ and the SE ¼ of the NE ¼ of Section 9; all of Section 10; all in Township 50 North, Range 6, West of the New Mexico Principle Meridian.

2. That certain property originally purchased from Camp Stool Ranch, Inc.; The SE ¼ of the SW ¼, and the S ½ of the SE ¼ of Section 8; the N ½ of the NE ¼ and the SE ¼ of the NE ¼ of Section 17; the NW ¼ of the NW ¼ and the S ½ of the NW ¼ and the entire S ¼ of Section 16; all of Section 15; all of Section 22; and the E ½ and the E ½ of the W ½ and the SW ¼ of the NW ¼ of Section 21; and the NW ¼ of the NE ¼ of Section 28; all in Township 50 North, Range 6 of the New Mexico Principle Meridian.

All "Real Estate" herein before described is located in Montrose County, Colorado. PROVIDED, HOWEVER, that the foregoing Protective Covenants are not intended to cover any of the Real Estate described above which is at the present time actually possessed by a person or persons not included on the Association, as more particularly described and set out in Tracts 1, 2, 15, and 16 of the Cathedral Peak Ranch of Montrose County, Colorado, according to the recorded plat thereof on file under Reception Number 428454 in the Montrose County records at Montrose County, Colorado.

END OF SCHEDULE

CATHEDRAL PEAK RANCH LANDOWNER'S  
ASSOCIATION, INC.

RESOLUTION NO. 2019-01

A resolution certifying the results of an election to amend the protective covenants declaration and ordering the implementation of those changes.


August 2, 2019

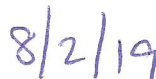
An election was held by the members of the Association on April 19, 2019 in which amendments to the Protective Covenants of the Cathedral Peak Ranch were considered. The results of the election were as follows:

71 votes in the affirmative; and  
7 votes in the negative.

The Board of Directors hereby certifies that a majority of the acreage of the lands subject to the Protective Covenants have approved and consented to the change in writing, as evidenced by the signed ballots attached as Exhibit 1. The Board hereby authorizes the recording of the Amended and Restated Protective Covenants of Cathedral Peak Ranch, attached as Exhibit 2.

Approved by a majority of the Board of Directors as verified by the Secretary, Correna Genders.

  
Correna Genders, Secretary

  
Date