

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
CUCHARA RIVER ESTATES**

Cuchara River, LLC, A Colorado Limited Liability Company, the owner of real property situated in the County of Huerfano, State of Colorado, hereinafter referred to as the Property, and legally described on "Exhibit A" attached hereto, in order to protect the living environment and preserve the values in the Property, does hereby declare that the land 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 successors and assigns of the present owners. The property comprising the above-mentioned land is made specifically subject to the following described covenants.

- I. **INTENT:** It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said 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 OWNERS ASSOCIATION:** The Cuchara River Estates Property Owners Association, a Colorado Non-Profit Corporation will be operated as per the bylaws of the Association:
 - (a) **Members:** Every property owner will automatically be a member of the Property Owners Association and is entitled to one (1) vote per tract owned.
 - (b) **Purpose:** The purpose of the Association is to use its authority, as given in the bylaws:
 - (1) To enforce these protective covenants.
 - (2) To assess property owners annual assessments. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his tract shall be a continuing lien, in favor of the Association upon the tract against which each such assessment, charge, fee or other sum is made.
 - (3) To provide upkeep and improvements to all private roads in the Property.
 - (4) To represent all property owners in matters of mutual interest.
 - (5) To administer and lease grazing rights.
 - (c) **Board of Directors:** The business and affairs of the Association shall be managed by its Board of Directors. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. Such powers and duties of the Board shall include, but shall not be limited to the following, all of which shall be done for and on behalf of the Owners of the tracts:
 - (1) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the bylaws of the Association and supplements and amendments thereto;

- (2) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the tracts with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof;
- (3) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the areas in the Property required to be maintained by the Association;
- (4) To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable by the Association;
- (5) To prepare a budget for the Association in the manner set forth in the Declaration to determine the amount of the expense assessments payable by the Owners to meet the expenses of the Property, and allocate and assess such expenses among the Owners as set forth in the Declaration and to adjust, decrease or increase the amount of the expense assessments and to levy and collect special assessments;
- (6) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Member as is provided in the Declaration and the Bylaws. The Board shall have the duty, rights, power and authority to suspend the voting rights of any Member in the event that any assessment made remains unpaid more than 30 days from the date payment was due. Such rights may also be suspended for a period not to exceed 60 days for infraction of published rules and regulations of the Association. Such rights shall be reinstated upon payment of all past due assessments and all interest and costs charged in conjunction with such delinquency.
- (7) To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and, upon the written consent of the members entitled to vote, to give security therefor provided, however that security shall only be taken in the Association's property, never in the Members' property except to extent the assessment remains unpaid. The Persons who shall be authorized to execute promissory notes and security instruments on behalf of the Association shall be the President or Vice President and Secretary or Assistant Secretary;
- (8) To enter into contracts to carry out their duties and powers and to hire and fire all personnel necessary for the operation, maintenance, repair and replacement of the areas for which the Association is responsible under the Declaration;
- (9) To establish a bank account or accounts for the treasury and for all separate funds of the Association that are required or may be deemed advisable;
- (10) To make repairs, additions, alterations and improvements to the areas required to be maintained by the Association;



- (11) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to allow examination thereof at any reasonable time by each Member and First Mortgagees of tracts, and to cause a certified public accountant to prepare a compilation or review financial statements of the books and records of the Association at the end of each fiscal year. At the option of the Board, an annual review or audited financial statement may be required;
 - (12) To prepare and deliver annually to each Member the reports prepared under subsection (11) above;
 - (13) To meet at least annually;
 - (14) To supervise all officers, agents and employees of this Association, and to see that their duties are properly done;
 - (15) As more fully provided in Section XV, FEES AND ENFORCEMENT, to:
 - (a) Recommend the amount of the annual expense assessment against each tract;
 - (b) Send written notice of each annual expense assessment to every Owner subject thereto in the manner and at the times set forth in the Declaration; and
 - (c) Foreclose the lien against any tract for which assessments are not paid within 90 days after the due date or bring an action at law against the Owner personally obligated to pay the same;
 - (16) Subject to the provisions of the Declaration: to issue or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether any assessment has been paid; a reasonable charge may be made by the Board of Directors for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment to that person who relies thereon to his detriment;
 - (17) To cause all officers and employees having fiscal responsibilities to be bonded, if and, as it may deem appropriate;
 - (18) Employ the services of a manager or managing agent, or both, and such Independent contractors or other employees as they deem necessary, and delegate any of their duties to such persons; provided, however, when so delegated, the board of Directors shall not be relieved of its responsibilities under the Declaration, the Articles of Incorporation or these By-Laws; and
 - (19) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable to carry out the governing and the operation of the Property.
- (d) **Control of Property Owners Association:** Notwithstanding anything else contained herein to the contrary, until the later of all infrastructure and amenities are complete or as long as Developer owns in fee simple greater than twenty (20) percent of the Property subject to the Covenants, including any subsequently annexed property, the Developer shall be entitled to appoint the majority of the Directors on the Board of Directors for the Property



Owners Association entitled to be elected pursuant to the bylaws, with the remaining Directors elected by the Owners.

- III. DWELLINGS AND STRUCTURES:** Building plans for all structures and fences must be submitted for approval to the Board of Directors of the Property Owners Association prior to construction. In addition to the requirements of the Scenic Conservation Overlay District, and Huerfano County:
- (a) No primary dwelling shall be built on the Property that is less than 2,000 square feet of living space.
 - (b) No Mobile, Manufactured or Modular homes will be allowed except for prefabricated custom kit homes as approved by the Board of Directors.
 - (c) No structure or dwelling shall be built that exceeds two and one half (2½) stories in height.
 - (d) No commercial activity shall be permitted unless approved by the Property Owners Association Board. Home office usage is permitted providing that such business does not materially increase traffic in or out of Cuchara River Estates.
 - (e) No structure or any other improvement may be erected within sixty (60) feet from the boundary of Terrace Trail road except presently existing structures, and/or existing or future fences, which may be improved in accordance with Huerfano County requirements.
 - (f) No structure or any other improvement may be erected within sixty (60) feet from the boundary of Mountain Valley Road except presently existing structures, which may be improved in accordance with Huerfano County requirements.
 - (g) No structure or any improvement other than utilities may be erected within twenty-five (25) feet of any side or thirty (30) feet from the rear boundary line of any tract unless approved by the Property Owners Association Board except presently existing structures which may be improved in accordance with Huerfano County requirements. Fences between two adjoining tracts may be placed on the boundary line.
 - (h) Fencing may be constructed on property boundary lines with the exception of boundaries lying adjacent to roadways which must be constructed no less than thirty (30) feet from the centerline of the roadway and/or the Cuchara River. Fences must be constructed in a manner, which conforms to the Department of Wildlife recommendations.
 - (i) All driveways and roads created by owners on owner's tracts must be constructed and maintained in such a manner to prevent damage and/or necessary repair to roads maintained by the Association. Said construction shall include placement of adequate surfacing material covering the entire length or a minimum of 150 feet of such roads adjacent to roads maintained by the Association in order to prevent erosion or debris buildup of roads maintained by the Association.



- IV. **TRASH AND RUBBISH:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers must be constructed in a manner that prevents access by bears and shall be kept in a clean, sanitary condition so as not to endanger wildlife. Propane and other gas tanks shall be enclosed or concealed in a non-obtrusive and safe manner.
- V. **NUISANCES:** No owner shall cause or allow the origination of excessive odors or sounds from his tract. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his tract. In case of a dispute, at the request of an owner, the Property Owners Association Board shall make the final determination of what constitutes a nuisance.
- VI. **ANIMALS:** Livestock and pets will be allowed on Cuchara River Estates for the personal use of property owners. Any animals raised for commercial purposes must be approved by the Property Owners Association. Commercial feed lots and swine are prohibited from Cuchara River Estates, but hay may be grown on a Member's tract.
- VII. **MOTOR VEHICLES:** No motorized vehicle which is either non-operational or non-licensed shall be kept, stored, or repaired on any tract, unless said vehicle is kept or stored in a fully enclosed building.
- VIII. **LAND USE:** Mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five acres is prohibited.
- IX. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Enforcement actions may be brought by the Association or any member.
- X. **TERMS OF COVENANTS:** These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by not less than two-thirds majority of the land owners of the tracts has been recorded, changing said covenants in whole or part.
- XI. **SEVERABILITY:** Invalidation of any of these covenants or any part thereof by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
- XII. **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.
- XIII. **COUNTER PARTS:** This instrument may be executed in a number of counter parts, any one of which may be considered an original.
- XIV. **ANNEXATION:** Developer may from time to time within eight (8) years after the date of the recording of this Declaration of Protective Covenants for the Property annex additional property, consisting of thirty-five (35) acres per tract, the Developer deems appropriate to the development by recording one or more annexation statements. Upon the recording of such Annexation Statement in the public records of Huerfano County, Colorado, all of the real property described in

such Annexation Statement shall be deemed to be part of the Development and subject to all of the terms and provisions of these Covenants.

- XV. **FEES AND ENFORCEMENT:** All tracts within the Property shall be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Assessments may be increased only by majority vote of members of the Association. In no event shall assessments exceed three hundred ninety-five dollars (\$ 395.00) per year except that this amount may be increased by the percentage increase, if any, in the "Consumer Price Index-All Urban Consumers" for Denver, Colorado, between January 1 of the year in question and of the preceding year. Any increase in association dues will also require written assurance that any such increase will not cause additional regulatory or other requirements such as the Colorado Common Interest Ownership Act to be imposed upon the Association, Declarant or any property owner.

Assessments for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar year, the first year's fees will be prorated to the commencement date for the tract involved. Fees shall be payable in advance in January of each year. Any assessments, which are not paid when due, shall be deemed delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's tract, and/or may suspend the delinquent Owner's right to vote. Such rights shall be reinstated upon payment of all past due assessments and all interest and costs charged in conjunction with such delinquency. In the event a judgement is obtained, such judgement shall include late charges and interest on the assessment and reasonable attorneys' fees, together with the expenses and costs of the action. The Board may enforce such lien by filing with the Clerk and Recorder of Huerfano County a statement of lien with respect to the tract, setting forth the name of the Owner, the legal description of the tract and the Owner's interest therein, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer of the Association and notice thereof shall be mailed to the Owner of the tract at the address of the tract or at such other address as the Association may have in its records for the Owner of the property. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorney fees, charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the statutes and laws of the State of Colorado. Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgage on a tract pursuant to these Covenants and except as subordinated by law to the lien on real property taxes, the lien of the Association shall be deemed to have a priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a tract.

Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer

until such time as the Developer transfers his interest in and control of the Association.

- XVI. AMMENDMENTS: Declaration of Protective Covenants for Cuchara River Estates herein stated may be amended at any time upon approval of sixty-seven percent (67%) of the members authorized to vote.

Cuchara River, LLC, a Colorado Limited Liability Company

By: Georgi Ann Clark
Georgi Ann Clark, Manager

Date: September 29, 2000

STATE OF COLORADO)
)ss.
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 29th day of September, 2000 by Georgi Ann Clark, Manager of Cuchara River, LLC.

Witness my hand and official seal.

Commission Expires: 1-27-02



Ramona Loy
Notary Public

419 W. Main
Notary Address

Trinidad, CO 81082
Notary City, State, Zip Code

By signing below Purchaser acknowledges understanding and agreement to the above recorded Amended And Restated Declaration of Protective Covenants.

Purchaser Date

Purchaser Date



EXHIBIT A CUCHARA RIVER ESTATES - BOUNDARY DESCRIPTION

A TRACT OF LAND LYING IN PART OF SECTIONS 7 AND 18, TOWNSHIP 30 SOUTH, RANGE 68 WEST, AND IN PART OF SECTIONS 12 AND 13, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., COUNTY OF HUERFANO, STATE OF COLORADO, BEING A PART OF THAT TRACT OF LAND AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J. LOWELL GOEMMER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE BETWEEN SAID SECTION 12 AND SECTION 7, SAID POINT BEING ON THE WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS S 00°06'31" E, 522.09 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (16) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT;
- 10) N 19°48'45" W, 134.17 FEET TO A POINT;
- 11) N 03°48'23" W, 145.88 FEET TO A POINT;
- 12) N 12°09'56" E, 126.07 FEET TO A POINT;
- 13) N 00°39'23" E, 197.38 FEET TO A POINT;
- 14) N 00°24'35" W, 335.01 FEET TO A POINT;
- 15) N 09°12'42" E, 419.81 FEET TO A POINT;
- 16) N 05°40'03" E, 114.36 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD, N 47°21'24" E, 1458.66 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE N 88°59'39" E, ALONG SAID NORTH LINE, 977.94 FEET TO A POINT, SAID POINT BEING A REBAR AND ALUMINUM CAP MARKED "NE1/16 S7, LS 16163"; THENCE S 00°12'42" E, 1327.73 FEET TO A POINT, SAID POINT BEING A REBAR AND AN ALUMINUM CAP MARKED "CE1/16 S7, LS 16163"; THENCE N 89°02'10" E, 1092.91 FEET TO A POINT ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12 AS PRESENTLY LOCATED; THENCE ALONG THE WESTERLY BOUNDARY OF SAID HIGHWAY 12 THE FOLLOWING (17) COURSES:

- 1) S 41°05'25" W, 70.51 FEET TO A POINT;
- 2) S 15°34'36" W, 711.71 FEET TO A POINT;
- 3) S 19°31'08" W, 416.96 FEET TO A POINT;
- 4) S 11°19'11" W, 206.64 FEET TO A POINT;
- 5) S 05°43'48" E, 560.77 FEET TO A POINT;
- 6) S 07°54'35" W, 117.08 FEET TO A POINT;
- 7) S 18°27'41" W, 154.28 FEET TO A POINT;
- 8) S 05°11'58" E, 202.60 FEET TO A POINT;
- 9) S 04°49'33" E, 1334.25 FEET TO A POINT;
- 10) S 07°38'36" E, 409.17 FEET TO A POINT;
- 11) S 04°11'02" W, 220.59 FEET TO A POINT;
- 12) S 18°19'03" W, 568.04 FEET TO A POINT;
- 13) S 05°13'37" W, 684.67 FEET TO A POINT;
- 14) S 19°29'22" W, 110.87 FEET TO A POINT;
- 15) S 29°58'21" W, 99.08 FEET TO A POINT;
- 16) S 36°31'41" W, 1125.27 FEET TO A POINT;



17) S 47°16'16" W, 75.28 FEET TO A POINT,
SAID POINT BEING ON THE SOUTH LINE OF THAT TRACT OF LAND AS SHOWN ON
SAID "GOEMMER RANCH" PLAT; THENCE DEPARTING THE WESTERLY BOUNDARY OF
SAID COLORADO HIGHWAY 12, S 88°42'31" W, 4790.22 FEET TO A POINT;
THENCE N 16°15'19" E, 1255.87 FEET TO A POINT ON THE WESTERLY BOUNDARY
OF SAID MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF
SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (18) COURSES:

- 1) N 01°02'54" W, 63.93 FEET TO A POINT;
- 2) N 43°22'48" E, 73.30 FEET TO A POINT;
- 3) N 25°23'28" E, 132.07 FEET TO A POINT;
- 4) N 08°39'01" W, 249.52 FEET TO A POINT;
- 5) N 09°18'04" W, 129.51 FEET TO A POINT;
- 6) N 12°48'05" E, 368.66 FEET TO A POINT;
- 7) N 12°32'47" W, 265.44 FEET TO A POINT;
- 8) N 17°33'20" E, 118.12 FEET TO A POINT;
- 9) N 09°01'03" E, 104.35 FEET TO A POINT;
- 10) N 24°02'05" W, 226.97 FEET TO A POINT;
- 11) N 02°57'08" E, 1017.76 FEET TO A POINT;
- 12) N 01°41'09" E, 71.18 FEET TO A POINT;
- 13) N 14°01'42" E, 90.58 FEET TO A POINT;
- 14) N 14°09'39" E, 275.87 FEET TO A POINT;
- 15) N 47°52'01" E, 172.85 FEET TO A POINT;
- 16) N 66°37'43" E, 140.13 FEET TO A POINT;
- 17) N 65°26'08" E, 256.87 FEET TO A POINT;
- 18) N 58°50'02" E, 14.61 FEET TO THE POINT OF BEGINNING, CONTAINING
759.40 ACRES.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND, EXCEPTION 1, "CUCHARA
RIVER RANCH", AS DESCRIBED BELOW:

EXCEPTION 1
"CUCHARA RIVER RANCH"

A TRACT OF LAND LYING IN PART OF SECTIONS 7 AND 18, TOWNSHIP 30 SOUTH,
RANGE 68 WEST, COUNTY OF HUERFANO, STATE OF COLORADO, BEING A PART OF
THAT TRACT OF LAND AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND
WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J.
LOWELL GOEMMER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N 00°06'31"
W, ALONG THE WEST LINE OF SAID SECTION 7, 522.09 FEET TO A POINT ON THE
WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY
BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (9) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD, N
79°21'11" E, OVER AND ACROSS SAID MOUNTAIN VALLEY ROAD, 60.78 FEET TO A
POINT ON THE NORTHEASTERLY BOUNDARY OF THE CUCHARA RIVER RANCH ROAD;
THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID CUCHARA RIVER RANCH
ROAD THE FOLLOWING (5) COURSES:



- 1) S 34°43'43" E, 182.90 FEET TO A POINT;
- 2) S 35°45'53" E, 125.96 FEET TO A POINT;
- 3) S 42°42'05" E, 153.16 FEET TO A POINT;
- 4) S 48°18'48" E, 188.06 FEET TO A POINT;
- 5) S 45°43'16" E, 129.32 FEET TO A POINT;

THENCE DEPARTING THE NORTHEASTERLY BOUNDARY OF SAID CUCHARA RIVER RANCH ROAD, N 32°03'46" E, 584.45 FEET TO A POINT; THENCE S 86°42'51" E, 1899.29 FEET TO A POINT ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12 AS PRESENTLY LOCATED; THENCE ALONG THE WESTERLY BOUNDARY OF SAID HIGHWAY 12 THE FOLLOWING (5) COURSES:

- 1) S 05°43'48" E, 560.77 FEET TO A POINT;
- 2) S 07°54'35" W, 117.08 FEET TO A POINT;
- 3) S 18°27'41" W, 154.28 FEET TO A POINT;
- 4) S 05°11'58" E, 202.60 FEET TO A POINT;
- 5) S 04°49'33" E, 704.02 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID HIGHWAY 12, S 78°22'57" W, 528.36 FEET TO A POINT IN THE CENTERLINE OF THE CUCHARA RIVER AS OF THIS DATE; THENCE ALONG THE CENTERLINE OF SAID CUCHARA RIVER THE FOLLOWING (7) COURSES:

- 1) S 15°18'23" W, 74.75 FEET TO A POINT;
- 2) S 51°59'22" W, 94.95 FEET TO A POINT;
- 3) S 07°40'15" W, 88.06 FEET TO A POINT;
- 4) S 65°31'48" W, 65.72 FEET TO A POINT;
- 5) S 84°17'02" E, 57.37 FEET TO A POINT;
- 6) S 02°29'31" W, 64.58 FEET TO A POINT;
- 7) S 32°47'46" E, 64.80 FEET TO A POINT;

THENCE DEPARTING THE CENTERLINE OF SAID CUCHARA RIVER, N 81°24'01" W, 1677.29 FEET TO A POINT; THENCE N 00°46'42" E, 577.22 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 7; THENCE S 89°21'23" W, 2360.91 FEET TO THE POINT OF BEGINNING, CONTAINING 164.76 ACRES.

SAVE AND EXCEPTING FROM THE ABOVE DESCRIBED CUCHARA RIVER RANCH A 60 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, LYING ACROSS THE WESTERLY PART OF THE ABOVE DESCRIBED CUCHARA RIVER RANCH, LYING IN PART OF THE S1/2 OF SAID SECTION 7, SAID EASEMENT BEING 60 FEET EASTERLY OF THE FOLLOWING DESCRIBED WESTERLY LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N 00°06'31" W, ALONG THE WEST LINE OF SAID SECTION 7, 522.09 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON THE WESTERLY BOUNDARY OF SAID EASEMENT, SAID EASEMENT BEING KNOWN AS, MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (9) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT,

SAID POINT BEING THE POINT OF TERMINUS OF THE ABOVE DESCRIBED 60 FOOT INGRESS, EGRESS AND UTILITY EASEMENT.

Amendment Consent
Cuchara River Estates
Declaration Of Protective Covenants

La Maravilla, LLLP, a Colorado limited liability limited partnership, being the owner of record of the property legally described as, Tract 6, Cuchara River Estates, hereby consents to the amendment of the Cuchara River Estates Declaration Of Protective Covenants recorded on December 17, 1999, Reception number 342369, of the Records of the Clerk and Recorder of Huerfano County, Colorado.

The Amended and Restated Declaration Of Protective Covenants, a copy of which is attached herewith, will be recorded in the Records of the Clerk and Recorder of Huerfano County, Colorado.

La Maravilla, LLLP, acknowledges and consents to the Amended and Restated Declaration Of Protective Covenants, Cuchara River Estates, as evidenced by signature below, and initialing each page of the Amended and Restated Declaration Of Protective Covenants.

La Maravilla, LLLP, a Colorado limited liability limited partnership

BY: *[Signature]*

TITLE: *Gen. Partner*

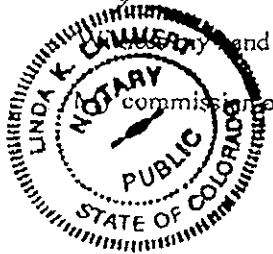
DATE: *9/29/00*

The Foregoing consent was signed before me on this *29th* day of

September, 2000 A.D., by *John D. Jackson*

and seal *[Signature]*

My Commission Expires *8-27-2002*



346145 09/29/2000 02:40P AMDOC Judy Benine
11 of 11 R 55.00 D 0.00 Huerfano Co.