

PROTECTIVE COVENANTS FOR RUGBY RANCH

Rugby Ranch, LLC., a Colorado Limited Liability Company the owner of the real property situated in the Counties of Las Animas and Huerfano, State of Colorado, known as Rugby Ranch and legally described on exhibit A attached hereto, in order to protect the living environment and preserve the values in Rugby Ranch, 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 heirs, personal representatives, agents, 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 Rugby Ranch Property Owners Association 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.

(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 yearly dues. Should any property owner fail to pay assessments when due, the Property Owners Association may file a lien against the owner for collection purposes.
- (3) To provide upkeep and improvements to all non-county roads in Rugby Ranch.
- (4) To represent all property owners in matters of mutual interest.
- (5) To administer and lease grazing rights.

III. **DWELLINGS:**

(a) No primary dwelling shall be built on Rugby Ranch that is less than 600 square feet of living space.

(b) Any structure must be on permanent footing and foundation.

(c) 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 increase traffic in or out of the subdivision, and so long as the operation of the business or profession does not regularly require customers, invitees, or other persons to visit or stay at that residence, or otherwise create an unreasonable disturbance or similar interference with the adjacent property owners' property, or the right of the occupants of such property to the quiet enjoyment thereof. Such home office usage where clientele and/ or customers would visit the home office shall be prohibited unless prior approval is given by the Property Owners Association Board.

(d) No outside toilets shall be placed on the property except during a period of construction or remodeling;

(e) Modular homes will be allowed on Rugby Ranch with the following specifications:

(1) The dwelling must be a minimum of 600 square feet of living space;

(2) The dwelling must be installed on an engineered permanent foundation;

(3) The dwelling must have a brick, wood or cosmetically equivalent exterior siding on all exterior walls which provides consistent, continuous facade from the bottom of the soffit (top of wall section), downward to the top of the exposed perimeter wall, foundation, or to grade, whichever is applicable;

(4) The dwelling must have a pitched roof;

(5) The dwelling's plans and construction must conform to the State of Colorado in accordance with the Uniform Building Code and related codes.

IV. SETBACKS: No structure may be erected within fifty feet of the right-of-way line of any road within Rugby Ranch nor within twenty-five feet of any side or rear line of any parcel unless approved by the Property Owners Association Board.

V. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition so as not to attract and/or endanger wildlife. No trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed on any property so as to be visible to any neighboring parcel, or road, except as is necessary during the period of construction. No trash or garbage may be burned on any property.

VI. UTILITY EASEMENTS: A twenty (20) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a forty (40) foot utility easement is hereby set aside on the interior side of all exterior lot lines. Utility easements may be used for recreational purposes including, but not limited to, hiking, biking and horseback riding. Utility easements must be maintained in as natural a state as possible; therefore no tree cutting or fencing will be permitted on the utility easements without prior approval from the Property Owners Association Board.

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

VIII. ANIMALS: Animals will be allowed on Rugby Ranch for the personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association Board. Commercial feed lots and swine shall be prohibited from Rugby Ranch.

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

X. TEMPORARY RESIDENCES: No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any parcel as a

residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year.

XI. MOBILE HOMES: Mobile homes shall not be permitted on any parcel within Rugby Ranch.

XII. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. No derrick or other structure designed for the use of boring for water, oil, or natural gas shall be erected, placed or permitted upon any part of said property, nor shall any oil, natural gas or minerals be produced or abstracted there from. Further subdivision of less than thirty-five acres is prohibited.

XIII. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

XIV. 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 parcels has been recorded, changing said covenants in whole or part.

The provisions contained herein are for the benefit of each and all of the parcels in Rugby Ranch and shall inure to the benefit of and be binding upon the Association and subsequent owners of each of said parcels. Each purchase of parcels included within the declaration, by acceptance of a deed to same, shall be subject to each and all of the restrictions, conditions, covenants, and agreements contained herein and to the jurisdiction, right, and power of the Association. And by such acceptance, shall for him/herself, heirs, personal representatives, successor and assigns, covenant and agree to consent to and with the grantees and subsequent owners of each of said parcels, to keep, observe, comply with and perform said restriction, covenants, conditions and agreements contained herein.

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

XVI. 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.

XVII. COUNTER PARTS: This instrument may be executed in a number of counterparts, any one of which may be considered an original.

XVIII. ANNEXATION: Developer may from time to time within ten years after the date of the recording of this Declaration of Protective Covenants for Rugby Ranch annex property 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

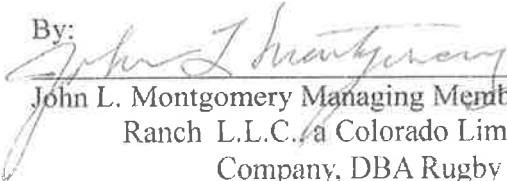
and/or Las Animas County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the development and subject to all of the terms and provisions of these Covenants.

XIX. FEES AND ENFORCEMENT: All parcels within Rugby Ranch 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 \$200.00 per year except that this amount may be increased by the greater of 12% per annum or 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 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 parcel involved. Fees shall be payable in advance in January of each year. Each property owner shall be responsible for payment of all fees and any costs (including attorney fees) necessary to enforce any violation of these covenants affecting his or her parcel. Failure to pay fees shall be deemed a violation of these covenants. Unpaid fees and costs shall also be a lien and which lien may be foreclosed in the same manner as a mechanics lien.

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.

IN WITNESS WHEREOF, John L. Montgomery, Managing Member of Rugby Ranch, L.L.C., a Colorado Limited Liability Company DBA Rugby Ranch, subscribed his name this ____ day of _____, 2014.

By: 
John L. Montgomery Managing Member of Rugby Ranch L.L.C., a Colorado Limited Liability Company, DBA Rugby Ranch

STATE OF COLORADO }
 } ss.
COUNTY OF Brown }

The foregoing instrument was acknowledged before me this 7th day of November, 2014 by John Montgomery of Rugby Ranch, L.L.C., a Colorado Limited Liability Company.

A THAT CERTAIN TRACT OF LAND LYING WEST OF OLD COLORADO HIGHWAY 85-87 PRESENTLY KNOWN AS COUNTY ROAD 53.7 LOCATED IN PART OF SW1/4NE1/4 AND PART OF THE NW1/4SW1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 65 WEST, COUNTY OF HUERFANO.
AND

PART OF THE E1/2SW1/4 SECTION 28, PART OF THE S1/2NE1/4 AND PART OF THE SE1/4 OF SECTION 32, PART OF THE E1/2NW1/4 AND PART OF THE SW1/4NW1/4, THE SW1/4 AND PART OF THE SE1/4 OF SECTION 33, TOWNSHIP 29 SOUTH RANGE 65 WEST OF THE 6TH P.M., AND PART OF THE W1/2SW1/4, PART OF THE SW1/4NW1/4 OF SECTION 3, PART OF SECTION 4, PART OF THE NE1/4NE1/4 OF SECTION 5, ALL OF THE N1/2 OF SECTION 9 AND PART OF THE NW1/4 OF SECTION 10, TOWNSHIP 30 RANGE 65 WEST OF THE 6TH P.M., COUNTY OF LAS ANIMAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/4 CORNER BETWEEN SAID SECTION 9 AND 10:

THENCE S 85° 01' 13" W ALONG THE EAST-WEST CENTER LINE OF SECTION 9, 5734.02 FEET TO THE WEST 1/4 CORNER OF SECTION 9;

THENCE N. 00° 19' 43" E. 2625.04 FEET TO THE NORTHWEST CORNER OF SECTION 9;

THENCE N. 00° 10' 09" E. ALONG THE WEST IN OF SECTION 4, 2628.56 FEET TO THE WEST CORNER OF SECTION 4;

THENCE ALONG AN AGREED BOUNDARY LINE BETWEEN MELVIN AND LEHMANN, RECORDED ON 10/21/1996 AS PER MAP NO. 621098, BOOK 936, PAGE 199, LAS ANIMAS COUNTY, COLORADO AND FOLLOWING AN EXISTING FENCE LINE BETWEEN THE BLACKHAWK RANCH AND THE RIMROCK RANCH THE FOLLOWING 23 COURSES:

1. S. 33° 00' 27" E. 17.46 FEET TO A POINT;
2. N. 23° 42' 21" E. 684.80 FEET TO A POINT;
3. N. 78° 45' 40" W. 270.74 FEET TO A POINT;
4. N. 04° 39' 47" W. 348.82 FEET TO A POINT;
5. N. 01° 33' 06" W. 300.74 FEET TO A POINT;
6. N. 05° 05' 32" W. 16.85 FEET TO A POINT;
7. N. 01° 58' 56" W. 699.23 FEET TO A POINT;
8. N. 02° 21' 45" W. 118.68 FEET TO A POINT;
9. N. 21° 31' 53" W. 253.86 FEET TO A POINT;

10. N. 53° 07' 33" W. 866.25 FEET TO A POINT;

11. N. 55° 19' 41" W. 1,443.24 FEET TO A POINT;

12. N. 69° 08' 59" W. 463.57 FEET TO A POINT;

13. N. 10° 37' 57" W. 943.26 FEET TO A POINT;

14. N. 11° 43' 22" W. 358.56 FEET TO A POINT;

15. N. 21° 14' 16" W. CROSSING INTO HUERFANO COUNTY, 522.96 FEET TO A POINT;

16. N. 13° 35' 49" W. 146.97 FEET TO A POINT;

17. N. 04° 55' 47" W. 356.63 FEET TO A POINT;

18. N. 89° 24' 37" E. 1153.07 FEET TO A POINT;

19. N. 87° 49' 11" E. 196.53 FEET TO A POINT;

20. S. 84° 03' 08" E. CROSSING INTO LAS ANIMAS COUNTY, 432.28 FEET TO A POINT;

21. N. 57° 44' 48" E. 751.74 FEET TO A POINT;

22. N. 50° 03' 18" E. 142.32 FEET TO A POINT;

23. N. 89° 29' 49" E. 940.82 FEET TO A POINT AT THE END OF SAID AGREED BOUNDARY LINE;

THENCE N. 89° 49' 30" E. 822.50 FEET TO THE CENTER OF THE NW1/4 OF SECTION 33;

THENCE N. 00° 08' 16" E. 1327.02 FEET TO THE W1/16 CORNER BETWEEN SECTIONS 33 AND 28;

THENCE N. 00° 39' 18" E. 1323.73 FEET THE CENTER OF THE SW1/4 OF SECTION 28;

THENCE N. 00° 43' 48" E. 1324.50 FEET TO THE NORTHEAST CORNER OF THE E1/2SW1/4 OF SECTION 28;

THENCE N. 89° 39' 11" E. ALONG THE NORTH LINE OF SAID E1/2SW/4, 65.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD HIGHWAY 85-87, NOW COUNTY ROAD 53.7 THE FOLLOWING 9 COURSES:

1. ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 5780.00 FEET AND AN ARC LENGTH OF 1563.10 FEET, THE CHORD OF SAID CURVE BEARS A, 12° 14' 25" E. 608.94 FEET;
2. S. 15° 15' 35" E. 213.72 FEET TO A POINT;
3. S. 15° 09' 46" E. 1157.00 FEET TO A POINT;
4. ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5779.65 FEET AND AN ARC LENGTH OF 1563.10 FEET, THE CHORD OF SAID CURVE BEARS S. 22° 54' 38" E. 1558.34 FEET;
5. S. 30° 39' 22" E. 4418.96 FEET TO A POINT;
6. ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5680.00 FEET AND AN ARC LENGTH OF 883.95 FEET, THE CHORD OF SAID CURVE BEARS S. 26° 11' 52" E. 883.06 FEET;
7. S. 21° 44' 22" E. 5541.00 FEET TO A POINT;
8. ALONG AN ARC LENGTH OF A CURVE TO THE LEFT WITH A RADIUS OF 5680.00 FEET AND AN ARC LENGTH OF 467.10 FEET, THE CHORD OF SAID CURVE BEARS 2. 19° 23' 01" E. 466.97 FEET;
9. THENCE N. 89° 06' 36" W. DEPARTING SAID COUNTY ROAD R.O.W. 2245.17 FEET TO THE W1/4 CORNER OF SECTION 10 SAID POINT BEING THE POINT OF BEGINNING.

Witness my official hand and seal.



My Commission Expires: 5-9-15

Martha E. Johnson

Notary

Address: 600 N. Fisk

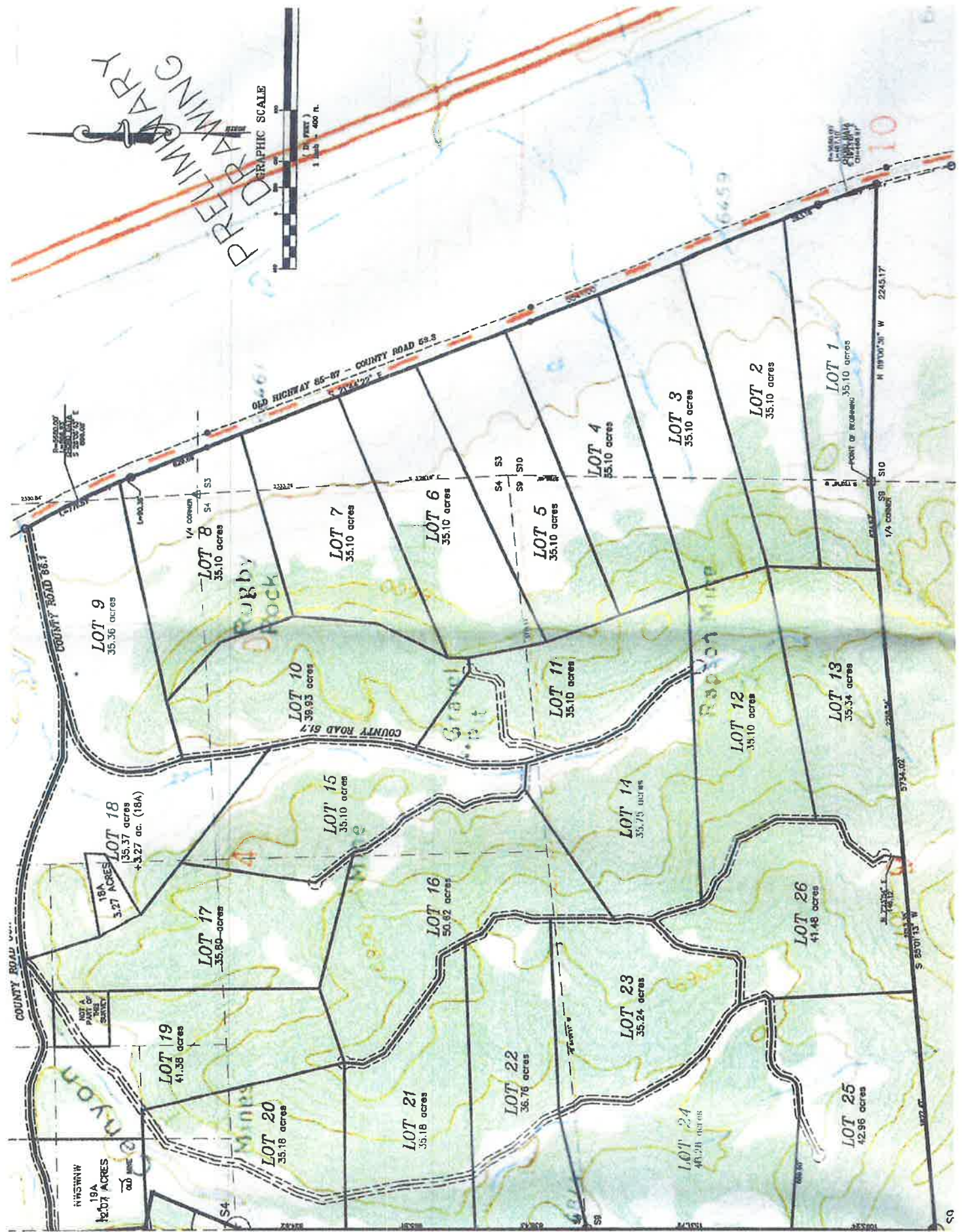
Brownwood Tx

76801

PRELIMINARY
DRAWING

GRAPHIC SCALE

1 inch = 400 ft.



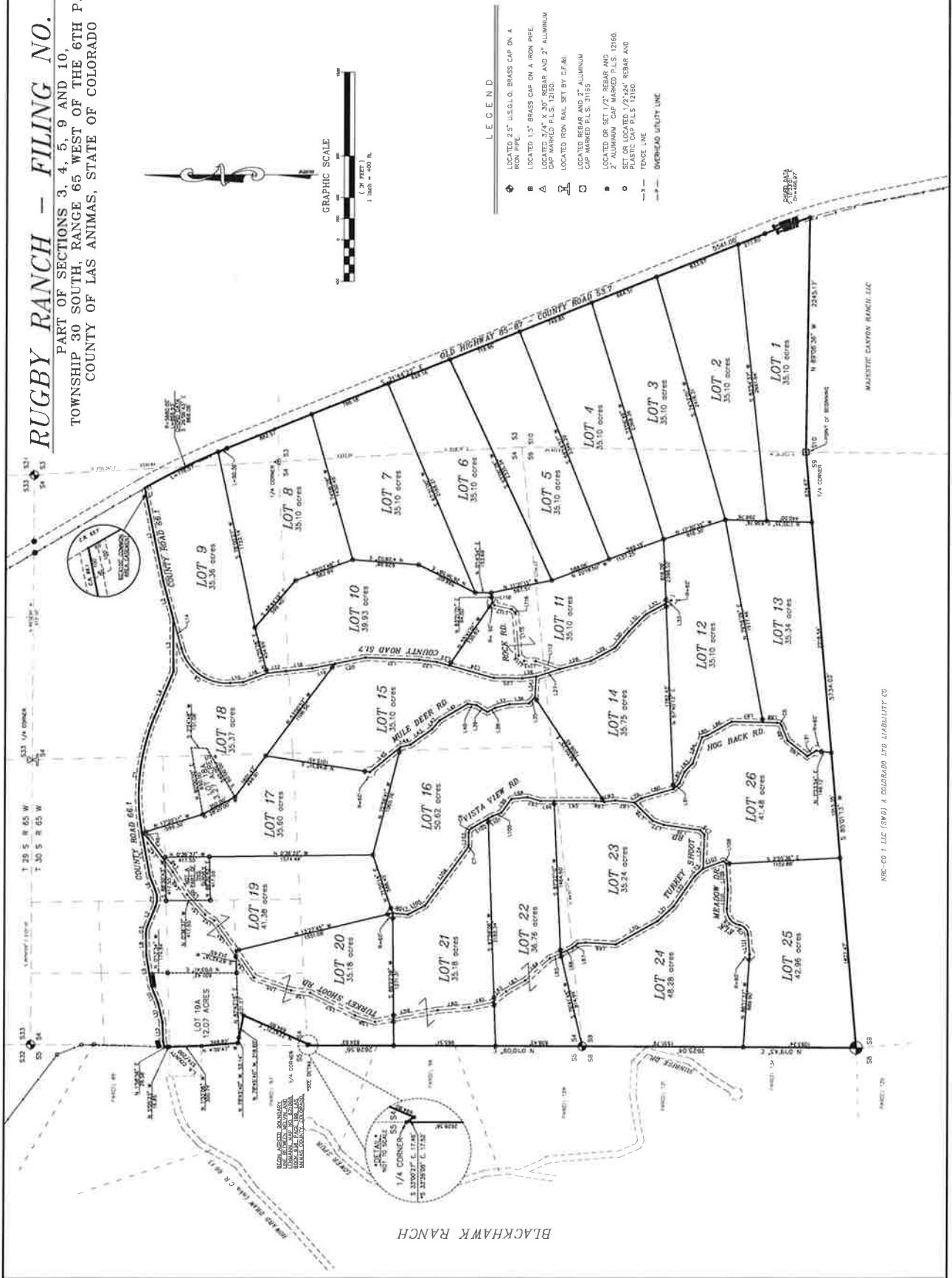
RUGBY RANCH - FILING NO. 1

PART OF SECTIONS 3, 4, 5, 9 AND 10,
TOWNSHIP 30 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
COUNTY OF LAS ANIMAS, STATE OF COLORADO

DATE: 10/06/2014	DRAWN BY: NLC
CHECKED BY: C. TERRY	DRP NO.: 6367-14
DESIGNING NO.: 1849-14	SHEET 2 OF 2

RUGBY RANCH - FILING NO. 1
PART OF SECTIONS 3, 4, 5, 9 AND 10, TOWNSHIP 30 SOUTH, RANGE 65 WEST OF THE 6TH P.M.

TERRY SURVEYING, INC.
P.O. BOX 951, TRINIDAD, CO. 81082 (719) 846-6921



- LEGEND**
- ◆ LOCATED 2" U.S.C.O. BRASS CAP ON A IRON PIPE.
 - LOCATED 1.5" BRASS CAP ON A IRON PIPE.
 - ▲ LOCATED 3/4" X 30" REBAR AND 2" ALUMINUM CAP MARKED P.L.S. 12160.
 - ▣ LOCATED IRON RAIL SET BY C.T.M. CAP MARKED P.L.S. 31155.
 - LOCATED OR SET 1/2" REBAR AND 2" ALUMINUM CAP MARKED P.L.S. 12160.
 - SET OR LOCATED 1/2" X 24" REBAR AND PLASTIC CAP P.L.S. 12120.
 - - - FENCE LINE
 - X— OVERHEAD UTILITY LINE

BLACKHAWK RANCH

NRG-CO 1, LLC (SRG) A COLORADO LTD LIABILITY CO