

AMENDED DECLARATION OF PROTECTIVE COVENANTS
INDIAN CREEK RANCH, FILING NO. 1
DOUGLAS COUNTY, COLORADO

THIS DECLARATION, made and executed this 29th day of October, 1970, by INDIAN CREEK INVESTMENT COMPANY, a Colorado corporation, hereinafter called the "Subdivider"; and WILLIAM N. COX and JOHN H. SCHULTZ, TRUSTEES, DARWIN L. FARNES and JEROME D. LENZ said persons and the said Indian Creek Investment Company hereinafter being called the "Owners",

WITNESSETH:

WHEREAS, the Subdivider has previously recorded in the records of Douglas County, Colorado, a certain Declaration of Protective Covenants affecting all property located within Indian Creek Ranch, Filing No. 1, according to the recorded plat thereof, which Declaration of Protective Covenants appears in Book 207 at Page 454 of said records; and

WHEREAS, the Owners presently own all of the property located within said Indian Creek Ranch, Filing No. 1; and

WHEREAS, the Owners desire to approve, confirm and ratify, and to make certain amendments and additions to, said Declaration of Protective Covenants.

NOW, THEREFORE, the Owners, being the owners in fee simple of the real property hereinafter described, do hereby declare that the aforesaid Declaration of Protective Covenants is hereby approved, confirmed and ratified and is further hereby altered, amended and changed to read in its entirety as hereinafter set forth, and said Owners do hereby make and declare the limitations, restrictions and uses upon said property hereinafter set forth as restrictive and protective covenants, as benefits and obligations running with the property, and as binding upon the said Owners, their successors and assigns, and upon all parties claiming under said Owners, or any one or more of them, and upon all future owners of any part of said property, so long as these restrictive and protective covenants shall remain in force and effect as herein written or as hereinafter altered.

1. Property Affected. These Covenants are hereby made applicable to all property located within Indian Creek Ranch, Filing No.1, according to the recorded plat thereof, Douglas County, Colorado, and to such other adjacent or contiguous property as may be declared subject to the provisions hereof by an instrument executed by the Subdivider, its successors or assigns, and recorded in the records of Douglas County, Colorado, all of which property is referred to hereinafter as "the Subdivision."

2. Membership - - Indian Creek Ranch Improvement Association. Ownership of any lot within the Subdivision shall qualify and obligate the owner to membership in Indian Creek Ranch Improvement Association, a non-profit Colorado corporation, hereinafter called "the Association", with full right and responsibility of membership as set forth in the Articles of Incorporation and By-Laws thereof. The Association shall have the right and the obligation to enforce and administer these covenants, to hold title to such property or property rights as shall be conveyed or transferred to it by the Subdivider or the Owners, or as it may otherwise acquire, to acquire, own and maintain recreational and other types of property for community use, and to perform such other acts and functions as may be reasonable or necessary for the general benefit and welfare of the owners of lots in the Subdivision and as may be authorized or permitted by its Articles of Incorporation and By-Laws. The purchase, or the acquisition of legal title in any other manner, of any lot in the Subdivision shall constitute the lot owner's consent to and acceptance of the duties and responsibilities of membership in the Association.

3. Architectural Control. No building, fence, wall, swimming pool, aerial, antenna or other structure or improvement shall be placed, erected or maintained upon any lot, nor shall any addition to or change or alteration thereof be made, unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Subdivider, its successors or assigns. Such plans, specifications and plot plan shall show the nature, kind, shape, height, materials, floor plans, locations and approximate cost of each such structure and the landscaping and grading plan of the plot, including the location and grade of driveways. The Subdivider shall have the right to take into consideration the quality of workmanship and materials, harmony of external design with existing and neighboring structures, location with respect to topography and finish grade elevation, the conformity and harmony with the surroundings, and the effect of the proposed structure on the view and outlook from adjacent lots.

If the Subdivider, or its successors or assigns, fails to approve or disapprove the plans and specifications submitted to it by an owner within 30 days after written request therefor, then such approval shall not be required; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot in violation of any of the covenants or restrictions herein contained.

Following the approval of any such proposed plans, specifications and plot plan, the prospective builder shall proceed diligently with such construction and the exterior of any proposed improvement shall be completed with a maximum period of six months from and after the date of commencement of construction, excepting, however, any delays caused by reason of inclement weather, strikes, acts of God, or other causes beyond the control of the builder. Interior finishing of any such structure may extend beyond such six-month period provided that building materials and construction equipment are not stored in an unsightly manner on the premises.

4. Permitted Structures and Size. No structure shall be placed, erected, altered or permitted to remain on any one tract within the Subdivision other than one residential dwelling, for private use only, and providing quarters for no more than two families. All garages, porte-cocheres, storage areas, garden houses and similar structures must be attached to the dwelling house and be constructed so as to constitute one building only, except that one ancillary building in keeping with the over-all architectural plan and scheme of the dwelling will be permitted provided that its design, specifications and location are included on the original plan submitted to the Subdivider, and further provided that detached stables or kennels for the quartering of horses or dogs will be permitted if their design and location is included on the original plan submitted to the Subdivider and if they are so constructed and located so as to avoid any annoyance or nuisance to the owners of adjacent lots.

All single-family dwelling houses shall have a minimum living space floor area of not less than 1,400 square feet, and all two-family dwelling houses shall have a minimum living space floor area of not less than 2,000 square feet. Only new construction shall be permitted within the Subdivision, and no used or second-hand structure shall be moved onto any lot therein. No basement, tent, shack, garage, barn or trailer, or any other outbuilding or temporary structure shall be occupied or used as a residence, either temporarily or permanently, within the Subdivision.

5. Nuisance. No obnoxious or offensive trade or activity shall be conducted upon any property in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No automobile or other motor vehicle not in operating condition, nor any junk portion of any automobile or other motor vehicle, shall be stored or permitted to remain upon any property in the Subdivision for any period in excess of forty-eight hours.

6. Animals. No commercial breeding or keeping of any animals shall be permitted within the Subdivision. Nothing herein contained shall prevent any owner of any lot from maintaining, keeping and caring for domestic household pets and horses not for commercial purposes; provided, however, that all horse stables, dog kennels or similar structures must be kept in a clean and sanitary condition and all dogs, horses or other animals must be kept, quartered and maintained so as not to constitute a nuisance or annoyance to the owners of adjacent lots; and further provided, however, that no more than three horses and three dogs may be permanently stabled and quartered on any one lot in the Subdivision.

7. Re-subdividing. No further subdivision or re-subdivision of any lot or combination of lots to create any lot or lots less than five acres in area shall be permitted so long as individual sewage disposal facilities are utilized within the Subdivision, and no such subdivision or re-subdivision shall be permitted except upon prior approval of the Subdivider.

8. Sanitary Sewage Facilities. All residences shall be connected to a septic tank or other sewage disposal facility meeting all requirements of the County of Douglas, State of Colorado, and any other governmental authority having jurisdiction.

9. Water System. All residences shall be connected to such community water system as shall be installed by the Subdivider or by any quasi-municipal district which includes the property in the Subdivision or by any other entity which shall offer and provide a water supply system to the Subdivision.

10. Natural Foliage. No trees or other natural foliage located upon any lot shall be cut, trimmed, removed or destroyed, except with the prior approval of the Subdivider.

11. Building Set-backs. No building or other structure shall be erected on any lot nearer than 25 feet from any lot line.

12. Easements and Riding Trails. Easements for the installation and maintenance of utilities and drainage facilities are reserved as follows: Ten feet on each side of all side lot lines; ten feet on each side of all rear lot lines which abut other lots in the Subdivision; and twenty feet along all rear lot lines forming the exterior boundary of the Subdivision. The utility easement along the rear lot line of all lots in the Subdivision and those utility easements along side lot lines which are designated on the recorded plat as "Riding Trail" are also reserved as horseback riding trails for use by the owners of all lots in the Subdivision and members of their family and guests. No shrubbery, trees or plantings shall be placed on, and no buildings, fences or structures of any type shall be built over or across, any such easement which is reserved for use as a riding trail, but such easements shall remain open and readily accessible for use as a riding trail.

The Association shall have the right to adopt and enforce reasonable rules and regulations covering the use of the riding trails, and the Association shall also have the responsibility to clear, grade or otherwise improve and maintain such riding trails.

13. Assessments by Association. The record owner of each lot in the Subdivision shall pay to the Association, within ten days from receipt of notice and invoice therefor, a sum equal to the total of the following:

(a) The pro rata share of the cost to the Association of all:

(i) Cost of maintenance and repairs to such commonly owned areas, if any, as may be conveyed to or otherwise acquired by the Association;

(ii) Costs of providing common facilities and services deemed necessary to be provided by the Board of Directors of the Association, including, but not limited to, waste and trash removal, improvement and maintenance and riding trails, and common area

protective and decorative lighting;

(iii) Costs of establishment and maintenance of a reserve, if any, for repair, maintenance, improvement of common areas, or for the operation of the Association;

(iv) Cost incurred in enforcing and administering in any manner whatsoever these Restrictive and Protective Covenants, including attorneys' fees and court costs;

(v) Cost of taxes upon commonly owned areas, commonly owned personal property, or other property owned by the Association; and

(vi) Any other cost incurred by the Board of Directors of the Association for the general benefit and welfare of the owners of said lots.

(b) The cost to the Association of all expenditures, including reasonable attorneys' fees, to which the Association may be put by reason of said record owner's failure to keep and fully comply with these Restrictive and Protective Covenants or failure to pay any assessment or other sum due from said record owner by virtue of his membership in the Association.

Notices and invoices for payment of any and all assessments upon members of the Association may be submitted monthly or at any other regular interval as may be fixed by the Board of Directors. In the event any such invoice is not paid within 30 days from the date the notice and invoice are mailed to the record owner, the amount of such invoice shall be and become a lien upon the lot or lots owned by such owner. Such lien may be enforced by foreclosure proceedings against such lot or lots in like manner as the foreclosure of a mortgage on real property, and in any such foreclosure proceedings, the owner shall be required to pay the costs and expenses of such proceedings, including a reasonable attorney's fee. The Association shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any lot or lots so acquired.

14. Failure to Enforce. The failure by the Subdivider, the Association, or any owner 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 Subdivider, the Association or any member thereof.

15. Enforcement. In the event of any violation or threatened violation of any of the provisions contained herein, the Subdivider, the owner of any lot, or the Association may bring action at law or in equity, either for injunction, action for damages, or such remedies as may be available.

16. Subordination of liens. Each and every lien or charge upon lots in the Subdivision provided for herein shall be subject and subordinate to and shall not affect the rights of the holder or holders of any first mortgage or first deed of trust of record against any of such lots.

17. Construction. If, after the expiration of three years from the date of sale of any lot lying within the Subdivision, any purchaser of such lot shall not have begun in good faith the construction of a permanent residence upon such lot, then the Subdivider shall have the option to rescind such sale, refund the purchase price and enter into possession of such lot.

18. Effect and Tenure. The provisions hereof shall be considered as covenants running with the land and all instruments affecting the title of any of said lots shall be subject to the provisions hereof. Said provisions shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and every grantee or lessee of any said lot, their heirs, personal representatives, successors and assigns, and upon successor in title of the undersigned for a period of 25 years from and after the date hereof, at which time they shall automatically extend for successive periods of ten years each unless, by a vote of the majority of the then owners of the residential tracts in the Subdivision, it is agreed to change them in whole or in part.

19. Subdivider may Assign. The Subdivider may assign any and all of its rights, powers, obligations and privileges under this instrument to the Association, or any other corporation, association or person.

20. Invalid Provision. Invalidation of any of the provisions hereof by judgment or order of court shall in no way affect any of the other provisions hereof; and lack of title or failure of title in the undersigned as to any portion of the property described herein shall not affect the validity of these provisions as to the remainder of such property.

21. Exceptions. Notwithstanding anything contained herein to the contrary, there shall be excepted from the operation of these Covenants any structure, improvement or facility necessary for the operation of a community water supply or community sanitary sewage system as well as any playground, swimming pool, bathhouse, or other community recreational facility.

The declarants specifically state and affirm that a portion of the property affected hereby, to-wit: Lots 31 through 39, inclusive, Indian Creek Ranch, Filing No. 1, are subject to a Receipt and Option Agreement dated October 14, 1970, in favor of The Jesuit Retreat House, a Colorado corporation, as Optionee and Purchaser, and that, in the event said Optionee and Purchaser shall perform all of the terms and conditions of said Receipt and Option Agreement and make all of the payments provided therein and shall receive a conveyance of said lots, then and in such event, all of such lots shall be excepted from the operation of this instrument and none of such lots shall be subject to or affected by any of the terms, restrictions, limitations or easements created hereunder.

IN WITNESS WHEREOF, Indian Creek Investment Company, a Colorado corporation, has caused this instrument to be executed by its duly authorized officers, and William N. Cox and John H. Schultz, Trustees. Darwin L. Farnes and Jerome D. Lenz have executed this instrument, all on the day and year first above written.

Recorded January 20, 1971

Book 214 Page 240

DECLARATION OF PROTECTIVE COVENANTS
INDIAN CREEK RANCH, FILING NO. 2
DOUGLAS COUNTY, COLORADO

This Declaration, made and executed this 19th day of January 1971, by INDIAN CREEK INVESTMENT COMPANY, a Colorado Corporation, hereinafter called the Subdivider.

WITNESSETH:

WHEREAS, the Subdivider and others have heretofore subdivided and platted, under the name and style of Indian Creek Ranch, Filing No. 1, certain lands located in Douglas County, Colorado, and have recorded a certain Amended Declaration of Protective Covenants with respect thereto; and

WHEREAS, the Subdivider intends to subdivide and plat additional lands located adjacent to said Indian Creek Ranch, Filing No. 1, and desires to declare that such additional lands shall be subject, in certain respects, to the protective covenants affecting said Indian Creek Ranch, Filing No. 1, and further desires to create other protective covenants, restrictions easements, charges and liens with respect to such additional lands for the mutual use and benefit of the Subdivider and its grantees, successors, assigns, and the owners of all property in said Indian Creek Ranch, Filing No. 1, and the lands affected hereby.

1. Property Affected. These covenants are hereby made applicable to all property located within Indian Creek Ranch. Filing No. 2, according to the recorded plat thereof, Douglas County, Colorado, and to such adjacent or contiguous property as may be declared subject to the provisions hereof by an instrument executed by the Subdivider, its successors or assigns, and recorded in the records of Douglas County, Colorado, all of which property is referred to hereinafter as "the Subdivision."

2. Incorporation of Covenants by Reference. The subdivider hereby declares that all property located within Indian Creek Ranch. Filing No. 2, shall be subject to all terms, provisions, covenants, limitations, restrictions and uses set forth in Paragraphs 2 through 11, inclusive, 13 through 17, inclusive, and 19 through 21, inclusive, of what certain instrument designated as Amended Declaration of Protective Covenants, Indian Creek Ranch, Filing No. 1, Douglas County, Colorado, and recorded in Book 211 at Page 178 of the records of Douglas County, Colorado, and such paragraphs are by this reference hereby incorporated in this instrument as though fully set forth.

3. Easements and Riding Trail and Green Belt Area. Easements for the installation and maintenance of utilities and drainage facilities are reserved as follows: Ten feet on each side of all lot lines; ten feet on each side of all rear lot lines which abut other lots in the Subdivision or in Indian Creek Ranch, Filing No. 1; and twenty feet along all rear lot lines forming the exterior boundary of the Subdivision.

The utility easements designated on the recorded plat as "Riding Trail" are also reserved as horseback riding trails for use by the owners of all lots in the Subdivision, and in Indian Creek Ranch, Filing No. 1, and members of their family and guests. No shrubbery, trees or plantings shall be placed on, and no buildings, fences or structures of any type shall be built over and across, any such easement which is reserved for use as riding trail, but such easements shall remain open and readily accessible for use as a riding trail.

All green Belt Easements (shaded areas) shown and designated on the recorded plat are also reserved for use by the owners of all lots in the subdivision, and in Indian Creek Ranch Filing No. 1, as horseback riding and hiking trails, and for such other general recreational purposes as shall be approved by the Association. Except as permitted by the Association, no shrubbery, trees or plantings shall be placed on, and no buildings, fences or structures of any type be built over or across, any such "Green Belt Easement", but such easement shall remain open and readily accessible for recreational purposes; provided, however, that the owner of any lot which includes a Green Belt Easement may construct a fenced lane across such easement portion of his lot to any stream which may be located in the Green Belt Easement area adjacent to his property for the purpose of watering horses and other animals, so long as the fenced lane (either alone or in combination with a fenced lane of any other lot owner) does not completely or substantially block through access for recreational purposes along the Green Belt Area.

The Association shall establish standards and regulations for the type and construction of fencing along the boundary between the Green Belt Easement portion and the remaining portion of all lots so affected, and no fence, wall or other obstruction shall be placed, erected or maintained along any such boundary except in accordance with such standards and regulations; and the fencing of the animal watering lanes described in the foregoing paragraph shall also comply with such standards and regulations.

No trail bikes, motorcycles, snowmobiles or motorized vehicles of any kind shall be operated or permitted within any Green Belt Easement.

4. Effect and Tenure. The provisions hereof shall be considered as covenants running with the lands and all instruments affecting the title of any said lots shall be subject to the provisions hereof. Said provisions shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and every grantee or lessee of any said lot, their heirs, personal representatives, successors and assigns, and upon every successor in title of the undersigned until October 29, 1995, at which time they shall automatically extend for successive periods of ten years and unless, by a vote of the majority of the then owners, of the residential tracts in the Subdivision, it is agreed to change them in whole or in part.

IN WITNESS WHEREOF, Indian Creek Investment Company, a

colorado corporation, has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

Recorded April 21, 1972
Re-recorded May 10, 1972
Re-recorded June 2, 1972

Book 229	Page 356
Book 230	Page 270
Book 231	Page 157

DECLARATION OF PROTECTIVE COVENANTS
INDIAN CREEK RANCH, FILING NO. 3
DOUGLAS COUNTY, COLORADO

This Declaration, made and executed this 14th day of January 1972, by Indian Creek Investment Company, a Colorado Corporation, hereinafter called the Subdivider,

WITNESSETH:

WHEREAS, the Subdivider and others have heretofore subdivided and platted, under the name and style of Indian Creek Ranch, Filing No. 1, and Indian Creek Ranch, Filing No. 2, certain lands located in Douglas County, Colorado, and have recorded a certain Amended Declaration of Protective Covenants with respect to said Filing No. 1, and a certain Declaration of Protective Covenants with respect to said Filing No. 2; and

WHEREAS, the Subdivider intends to subdivide and plat additional lands located adjacent to said Indian Creek Ranch, Filing Nos. 1 and 2, and desires to declare that such additional lands shall be subject, in certain respects, to the protective covenants affecting said Indian Creek Ranch, Filings Nos. 1 and 2, and further desires to create other protective covenants, restrictions, easements, charges and liens with respect to such additional lands for the mutual use and benefit of the Subdivider and its grantees, successors, assigns, and the owners of all property in said Indian Creek Ranch, Filing Nos. 1 and 2, and the lands affected hereby.

NOW, THEREFORE, the Subdivider, being the owner in fee simple of the real property hereinafter described, does hereby make and declare the following limitations, restrictions and uses upon said property as restrictive and protective covenants, as benefits and obligations running with the property, and as binding upon the said Subdivider, its successors and assigns, and upon any parties claiming under said Subdivider and upon all future owners of any part of said property, so long as these restrictive and protective covenants shall remain in force and effect as now written or as hereafter altered.

1. Property Affected. These covenants are hereby made applicable to all property located within Indian Creek Ranch, Filing No. 3, according to the recorded plat thereof, Douglas County, Colorado, and to such other adjacent or contiguous property as may be declared subject to the provisions hereof by an instrument executed by the Subdivider, its successors or assigns, and recorded in the records of Douglas County, Colorado, all of which property is referred to hereinafter as "the Subdivision".

2. Incorporation of Covenants by Reference. The Subdivider hereby declares that all property located within Indian Creek Ranch, Filing No. 3, shall be subject to all terms, provisions, covenants, limitations, restrictions and uses set forth in Paragraphs 2 through 11, inclusive, 13 through 16, inclusive, and 19 through 21, inclusive, of that certain instrument designated as Amended Declaration of Protective Covenants, Indian Creek Ranch, Filing No. 1, Douglas County, Colorado, and recorded in Book 211 at Page 178 of the records of Douglas County, Colorado, and in Paragraph 3 of that certain instrument designated as Declaration of Protective Covenants, Indian Creek Ranch, Filing No. 2, Douglas County, Colorado, and recorded in Book 214 at page 240 of the records of Douglas County, Colorado, and such paragraphs are by this reference hereby incorporated in this instrument as though fully set forth.

3. Effect and Tenure. The provisions hereof shall be considered as covenants running with the lands and all instruments affecting the title of any of said lots shall be subject to the provisions hereof. Said provisions shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and every grantee or lessee of any said lot, their heirs, personal representatives, successors and assigns, and upon every successor in title of the undersigned until October 29, 1995, at which they shall automatically extend for successive periods of ten years each unless, by a vote of the majority of the then owners of the residential tracts in the Subdivision, it is agreed to change them in whole or in part.

IN WITNESS WHEREOF, Indian Creek Investment Company, A Colorado corporation, has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

Recorded April 24, 1974

Book 262 Page 23

DECLARATION OF PROTECTIVE COVENANTS
INDIAN CREEK RANCH, FILING NO. 5
DOUGLAS COUNTY, COLORADO

THIS DECLARATION, made and executed this 17th day of December 1973, by INDIAN CREEK INVESTMENT COMPANY, a Colorado corporation, hereinafter called the Subdivider,

WITNESSETH:

WHEREAS, the Subdivider and others have heretofore subdivided and platted, under the name and style of Indian Creek Ranch, Filing No. 1, Indian Creek Ranch, Filing No. 2 and Indian Ranch, Filing No. 3, certain lands located in Douglas County, Colorado, and have recorded a certain Amended Declaration of Protective Covenants with respect to said Filing No. 1, and certain Declarations of Protective Covenants with respect to said Filing Nos. 2 and 3: and

WHEREAS, the Subdivider intends to subdivide and plat additional lands located adjacent to said Indian Creek Ranch, Filing No. 2, and desires to declare that such additional lands shall be subject, in certain respects, to the protective covenants affecting said Indian Creek Ranch, Filing Nos. 1, 2 and 3, and further desires to create other protective covenants, restrictions, easements, charges and liens with respect to such additional lands for the mutual use and benefit of the Subdivider and its grantees, successors, assigns, and the owners of all property in said Indian Creek

Ranch, Filings Nos. 1 , 2 and 3, and the lands affected hereby.

NOW, THEREFORE, the subdivider, being the owner in fee simple of the real property hereinafter described, does hereby make and declare the following limitations, restrictions, and uses upon said property as restrictive and protective covenants, as benefits and obligations running with the property, and as binding upon the said Subdivider, its successors and assigns, and upon all parties claiming under said Subdivider and upon all future owners of any part of said property, so long as these restrictive and protective covenants shall remain in force and effect as now written or as hereafter altered.

1. Property Affected. These covenants are hereby made applicable to all property located within Indian Creek Ranch, Filing No. 5, according to the recorded plat thereof, Douglas County, Colorado, except those portions of said plat designated as Tract A and Tract B, and to such other adjacent or contiguous property as may be declared subject to the provisions hereof by an instrument executed by the Subdivider, its successors or assigns, and recorded in the records of Douglas County, Colorado, all of which property is referred to hereinafter as "the Subdivision."

2. Incorporation of Covenants by Reference. The Subdivider hereby declares that said property shall be subject to all terms, provisions, covenants, limitations, restrictions and uses set forth in Paragraphs 2, 3, 5, 6, 9, 10, 11, 13 through 16 inclusive, and 19 through 21, inclusive, of that certain instrument designated as Amended Declaration of Protective Covenants, Indian Creek Ranch, Filing No. 1, Douglas County, Colorado, and recorded in Book 211 at Page 178 of the records of Douglas County, Colorado, and in Paragraph 3 of that certain instrument designated as Declaration of Protective Covenants, Indian Creek Ranch, Filing No. 2, Douglas County, Colorado, and recorded in Book 214 at Page 240 of the records of Douglas County, Colorado, and such paragraphs are by this reference hereby incorporated in this instrument as though fully set forth.

3. Permitted Structures and Size. No structure shall be placed, erected, altered or permitted to remain on any one tract within the Subdivision other than one single-family residential dwelling, for private use only. All garages, portecocheres, storage areas, garden houses and similar structures must be attached to the dwelling house and be constructed so as to constitute one building only, except that one ancillary building in keeping with the overall architectural plan and scheme of the dwelling will be permitted provided that its design, specifications and location are included on the original plan submitted to the Subdivider, and further provided that detached stables or kennels for the quartering of horses or dogs will be permitted if their design and location is included on the original plan submitted to the Subdivider and if they are so constructed and located so as to avoid any annoyance or nuisance to the owners of adjacent lots.

All dwelling houses shall have a minimum living space floor area of not less than 1,400 sq. ft. Only new construction shall be permitted within the Subdivision, and no used or second-hand structure shall be moved onto any lot therein. No basement, tent, shack, garage, barn or trailer, or any other out building or temporary structure shall be occupied or used as a residence, either temporarily or permanently within the Subdivision.

4. Restriction on Lots -- Zoning Regulations. No lot shall be occupied or used by or for any structure or purpose which is contrary to the zoning regulations of Douglas County, Colorado.

5. Re-Subdividing. No further subdivision or resubdivision of any lot or combination of lots to create any lot or lots less than five acres in area shall be permitted.

6. Sanitary Sewage Facilities. All residences shall be connected to a septic tank or other sewage disposal facility which must be designed by a qualified engineer and which must meet all requirements of the County of Douglas, State of Colorado, and any other governmental authority having jurisdiction.

7. Soils Problems and Construction Requirements. The types of soils present on some lots are questionable as to their ability to support standard absorption fields. Furthermore, due to soils types and extreme slopes, some construction limitations may exist.

Accordingly:

(a) Prior to construction, a foundation soils analysis must be performed by a qualified soils engineer.

(b) The owner of each lot may be required by County or State authorities to have a competent landscape architect prepare a drainage design to limit severe erosion. The architect may also be required to develop a master drainage plan for each lot, which may be essential. Since erosion may be a major problem in the area, it is important that this problem be solved early in construction.

(c) Prior to construction, County or State authorities may require individual foundation and percolation reports.

8. Effect and Tenure. The provisions hereof shall be considered as covenants running with the lands and all instruments affecting the title to any of said lots shall be subject to the provisions hereof. Said provisions shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and every grantee or lessee of any said lot, their heirs, personal representatives, successors and assigns, and upon every successor in title of the undersigned until October 29, 1995, at which time they shall automatically extend for successive periods of ten years each unless, by a vote of the majority of the then owners of the residential tracts in the Subdivision, it is agreed to change them in whole or in part.

INDIAN CREEK RANCH, FILING NO. 4

DOUGLAS COUNTY, COLORADO

THIS DECLARATION, made and executed this 5th day of February, 1973, by INDIAN CREEK INVESTMENT COMPANY, a Colorado Corporation, hereinafter called the Subdivider.

WITNESSETH:

WHEREAS, the Subdivider and others have heretofore subdivided and plated, under the pages and style of Indian Creek Ranch, Filing No. 1, Indian Creek Ranch Filing No. 2, and Indian Creek Ranch Filing No. 3, certain lands located in Douglas County, Colorado, and have recorded a certain Amended Declaration of Protective Covenants with respect to said Filing No. 1, and a certain Declaration of Protective Covenants with respect to said Filing No. 2; and

WHEREAS, the Subdivider intends to subdivide and plat additional lands located adjacent to said Indian Creek Ranch, Filing Nos. 1, 2 and 3, and further desires to declare that such additional lands shall be subject, in certain respects, to the protective covenants affecting said Indian Creek Ranch, Filing Nos. 1, 2 and 3, and further desires to create other protective covenants, restrictions, easements, charges and liens with respect to such additional lands for the mutual use and benefit of the Subdivider and its grantees, successors, assigns, and the owners of all property in said Indian Creek Ranch, Filing Nos. 1, 2 and 3, and the land affected hereby.

NOW, THEREFORE, the Subdivider, being the owner in fee simple of the real property hereinafter described, does hereby make and declare the following limitations, restrictions and uses upon said property as restrictive and protective covenants, as benefits and obligations running with the property, and as binding upon the said Subdivider, its successors and assigns, and upon all parties claiming under said Subdivider and upon all future owners of any part of said property, so long as

these restrictive and protective covenants shall remain in force and affect as now written or as hereafter altered.

1. Property Affected:

These covenants are hereby made applicable to all property located within Indian Creek Ranch, Filing No. 4, according to the recorded plat thereof, Douglas County, Colorado, and to such other adjacent or contiguous property as may be declared subject to the provisions hereof by an instrument executed by the Subdivider, its successors or assigns, and recorded in the records of Douglas County, Colorado, all of which property is referred to hereinafter as “the Subdivision.”

2. Incorporation of Covenants by Reference:

The Subdivider hereby declares that all property located within Indian Creek Ranch, Filing No. 4, shall be subject to all terms, provisions, covenants, limitations, restrictions and uses set forth in Paragraphs 2 through 11, inclusive, 13 through 16, inclusive, and 19 through 21, inclusive, of that certain instrument designated as Amended Declaration of Protective Covenants, Indian Creek Ranch, Filing No. 1, Douglas County, Colorado, and recorded in Book 211 at Page 178 of the records of Douglas County, Colorado, and in Paragraph 3 of that certain instrument designated as Declaration of Protective Covenants, Indian Creek Ranch, Filing No. 2, Douglas County, Colorado, and recorded in Book 214 at Page 240 of the records of Douglas County, Colorado, and such paragraphs are by this reference hereby incorporated in the instrument as though fully set forth.

3. Effect and Tenure:

The provisions hereof shall be considered as covenants running with the lands and all instruments affecting the title of any of said lots shall be subject to the provisions hereof. Said provisions shall inure to the benefits of and be binding upon the undersigned, its successors and assigns, and every grantee or lessee of any said lot, their heirs, personal representatives, successors and assigns, and upon every successor in title of the undersigned until October 29, 1995, at which time they shall automatically extend for successive periods of ten years each unless, by a vote of the majority of the then owners of the residential tracts in the Subdivision, it is agreed to change them in whole or in part.

IN WITNESS WHEREOF, Indian Creek Investment Company, a Colorado Corporation, has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

ATTEST

INDIAN CREEK INVESTMENT COMPANY

William N. Cox
Assistant Secretary

Jerome D. Lenz, President

Subscribed and sworn to before me this 3rd day of January 1975 by Jerome D. Lenz, as President, and William N. Cox, as Assistant Secretary of Indian Creek Investment Company, a Colorado Corporation.

Barbara S. Freedman
Notary Public

My Commission expires May 15, 1978