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**AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS FOR  
LOCKE MOUNTAIN RANCH**

The undersigned, being the owner of real property in Fremont County described in the Declaration of Protective Covenants for Locke Mountain Ranch recorded in Book 1200 at Pages 975, 976, and 977 of the records of Fremont County, Colorado on November 7, 1994, desire to amend said Protective Covenants in Section XVII. The undersigned republish and redeclare the Declaration of Protective Covenants in their present form as set forth below:

Locke Mountain Ranch, Inc., the owner of real property situated in the County of Fremont and State of Colorado, known as Locke Mountain Ranch and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in Locke Mountain 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 successors and assigns of the present owners. The property composing 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 Locke Mountain Ranch Property Owners Association will be operated as per the by-laws 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 by-laws:
  - (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 Locke Mountain Ranch.
  - (4) To represent all property owners in matters of mutual interest.
  - (5) To administer and lease grazing rights.

III. **DWELLINGS:** No permanent structure shall be built on Locke Mountain Ranch that is less than 1,000 square feet of living space, unless such structure is given prior approval from the Property Owners Association. No commercial activity shall be permitted unless approved by the Property Owners Association Board.

IV. **SETBACKS:** No structure may be erected within fifty feet of the right-of-way line of any road within Locke Mountain 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.

VI. **UTILITY EASEMENTS :** A ten (10) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a twenty (20) foot utility easement is hereby set aside on the interior side of all exterior lot lines. All future electric and phone lines shall be extended underground, excepting that the Property Owners Association Board may approve overhead lines where the terrain would make the placement of underground lines difficult.

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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 Locke Mountain Ranch for personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association. Commercial feed lots and swine shall be prohibited from Locke Mountain 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 tract as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) days in any calendar year.

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

XII. **LAND USE**: Commercial wood harvesting, 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. Any subdivided parcel will be covered by these Covenants and become an automatic member of the Locke Mountain Ranch Property Owners Association.

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 a majority of the land owners of the tracts has been recorded, changing said covenants in whole or part.

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. **ANNEXATION**: Developer owns additional real property in Fremont County, Colorado, which is more particularly described in Exhibit "B" to these covenants, attached hereto and made a part hereof. Developer may from time to time within ten years after the date of the recording of this Declaration of Protective Covenants for Locke Mountain Ranch, annex any or all of the real property described in Exhibit "B" hereto, to the development known as Locke Mountain Ranch by recording one or more Annexation Statements. Upon the recording of such Annexation Statement in the public records of Fremont 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.

XVIII. **COUNTER PARTS**: This instrument may be executed in a number of counter parts any one of which may be considered an original.



