

07/30/1997 03:25 RECORD FEE: \$71.00 PAGE #: 0001 OF 0014  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 291824 \*\*

08/06/1997 10:10 RECORD FEE: \$0.00 PAGE #: 0001 OF 0014  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 291940 \*\*

09/02/1997 02:55 RECORD FEE: \$71.00 PAGE #: 0001 OF 0014  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 292351 \*\*

**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**CEDAR RIDGE ESTATES**

Table of Contents  
to  
Declaration  
of  
Covenants, Conditions and Restrictions  
of  
Cedar Ridge Estates

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #:

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #:

<b>ARTICLE I</b>		
<b>DEFINITIONS</b>		
<u>Section 1.1</u>	"Access Easement" . . . . .	1
<u>Section 1.2</u>	"Declarant" . . . . .	1
<u>Section 1.3</u>	"Cedar Ridge Ranch" . . . . .	1
<u>Section 1.4</u>	"Owner" . . . . .	2
<u>Section 1.5</u>	"Plat" . . . . .	2
<u>Section 1.6</u>	"Property" . . . . .	2
<u>Section 1.7</u>	"Ranch Owner" . . . . .	2
<u>Section 1.8</u>	"Tract" . . . . .	2
 <b>ARTICLE II</b>		
<b>COVENANTS AND RESTRICTIONS</b>		
<u>Section 2.1</u>	<u>Common Road/Access Easement</u> . . . . .	2
<u>Section 2.2</u>	<u>Utilities</u> . . . . .	4
<u>Section 2.3</u>	<u>Declarant's Use.</u> . . . . .	5
<u>Section 2.4</u>	<u>Use Restrictions.</u> . . . . .	5
<u>Section 2.5</u>	<u>Expansion</u> . . . . .	7
 <b>ARTICLE III</b>		
<b>GENERAL PROVISIONS</b>		
<u>Section 3.1</u>	<u>Enforcement</u> . . . . .	8
<u>Section 3.2</u>	<u>Severability</u> . . . . .	8
<u>Section 3.3</u>	<u>Declaration and Plat Amendments</u> . . . . .	8
<u>Section 3.4</u>	<u>Amendment of Tract Boundaries</u> . . . . .	9
<u>Section 3.5</u>	<u>Assignability</u> . . . . .	9
<u>Section 3.6</u>	<u>No Partition or Subdivision</u> . . . . .	9
<u>Section 3.7</u>	<u>Notices</u> . . . . .	9

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CEDAR RIDGE ESTATES

THIS DECLARATION is made this 22nd day of July, 1997, by Mary Lou Barkett Jamjoom and Cedar Ridge Ranch, Inc. an Oklahoma corporation (collectively hereafter referred to as "Declarant").

WHEREAS, Declarant is the Owner of certain property in the County of Chaffee, State of Colorado, which is more particularly described as:

Tracts 1 through 7 according to the plat of Cedar Ridge Estates, Filing No. 1, recorded on the 30th day of July, 1997 at Reception No. 291825 in the records of the Clerk and Recorder of Chaffee County, Colorado,

hereinafter referred to as the "Property";

WHEREAS, Declarant desires to subject the Property to certain covenants, conditions and restrictions for the benefit of the Property; and

FURTHER, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title, or interest in said Property, or any part thereof, and their heirs, successors, and assigns, and shall inure for the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.1 "Access Easement" shall be the 30' Private Access Road and Utility Easement identified on and established by the Plat.

Section 1.2 "Declarant" shall mean and refer to Mary Lou Barkett Jamjoom and Cedar Ridge Ranch, Inc., an Oklahoma corporation, and their successors and assigns.

Section 1.3 "Cedar Ridge Ranch" (also, the "Ranch") shall be the property which is adjacent to and to the south, east and west of the Property, and which is more particularly described in

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 292351

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 291940  
PAGE #: 0003 OF 0014

Exhibit A, attached and incorporated herein by reference. Portions of such land may be subdivided and added to Cedar Ridge Estates pursuant to Declarant's rights as stated in Section 2.5.

Section 1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Tract, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall also include the Declarant, or its successors and assigns, with respect to all Tracts held in the name of the Declarant. For purposes of this Declaration, each Tract shall have one vote, whether or not one or more persons or entities hold legal title, and no fractional vote is permitted.

Section 1.5 "Plat" shall mean and refer to the plat of Cedar Ridge Estates, Filing No. 1 recorded on the 30TH day of July, 1997 at Reception No. 291825 in the records of the Office of the Clerk and Recorder for the County of Chaffee, State of Colorado, as it may be amended or supplemented.

Section 1.6 "Property" shall mean and refer to the property described above and to such additions thereto as may hereafter be subjected to this Declaration.

Section 1.7 "Ranch Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to Cedar Ridge Ranch, which is Declarant at the time of the recording of this Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Should the Ranch be subdivided into parcels not added to Cedar Ridge Estates, each owner of record, whether one or more persons or entities, of the fee simple title to such parcels shall be considered a "Ranch Owner".

Section 1.8 "Tract" shall mean and refer to each separate parcel of the Property which is designated with a number on the Plat and future amendments and supplements to the Plat, title to which shall be held in fee simple. "Tracts" shall refer collectively to Tracts 1 - 7 as shown on the Plat, which are all of the Tracts designated on the Plat, and to any Tracts added to Cedar Ridge Estates pursuant to Declarant's rights as stated in Section 2.5.

**ARTICLE II  
COVENANTS AND RESTRICTIONS**

Section 2.1 Common Road/Access Easement. There shall be one common road, hereinafter referred to as the "Common Road," crossing the Property which shall be located within the Access Easement. The Common Road shall provide access to and from Tracts

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 292351  
PAGE #: 0004 OF 0014

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 291940  
PAGE #: 0004 OF 0014

4, 5 and 7 as shown on the Plat and any property added to Cedar Ridge Estates by the Declarant as provided for in Section 2.5 (collectively, the "Common Road Tracts"). The Common Road shall also provide access to Cedar Ridge Ranch and may be used by the Ranch Owner(s) for general ingress and egress to and from the Ranch.

(a) The Access Easement, together with all improvements thereon, including the gate at the east end of the Common Road, shall be maintained and repaired, when appropriate and necessary, by the Owners of Common Road Tracts and the Ranch Owner(s) who use the Common Road in accordance with the terms and provisions hereof. Any such users shall have the right to conduct such maintenance or repair as reasonably needed and to receive reimbursement as provided for in paragraph (b) below.

(b) The costs of any and all repairs or maintenance to the Access Easement and the improvements located thereon, including the cost of plowing and removal of snow from the Common Road, which are approved in advance by a majority of the cost sharing interests as determined in this paragraph, shall be borne and paid for in their respective fair shares by the Owners of the Common Road Tracts which have a structure constructed or under construction on their Tracts and the Ranch Owner(s) which have a structure constructed or under construction on their property and who use the Common Road. A structure shall be deemed to be under construction when a building permit has been issued for construction on such Tract. For illustrative purposes only, if there are structures constructed or under construction on two (2) of the Common Road Tracts, and the Ranch has been subdivided such that there are two (2) parcels whose owners use the Common Road, and a structure exists on one of the Ranch parcels, there shall be three (3) cost sharing interests at that particular time.

(c) In the event that any Owner fails to pay that Owner's fair share of any amount due hereunder, such Owner shall be in violation of the terms of this Section, and the Owner of any of the other Common Road Tracts or any Ranch Owner who uses the Common Road may bring legal proceedings against the violating Owner for collection of such sums, and the violating Owner shall be personally liable for all such amounts due, plus interest at the legal rate and reasonable attorney fees and other costs incurred in the bringing of such action and in the collection of any judgment obtained.

(d) All amounts which an Owner shall be obligated to pay in accordance with this Section shall constitute a continuing lien on the Tract of such Owner from the time the obligation to pay arises. Such lien shall be prior to any other lien or claim against the Tract, except for any lien for ad valorem taxes, the lien of the

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 292351

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 291940  
PAGE #: 0005 OF 0014

first but not any junior mortgage or deed of trust, and liens or encumbrances recorded before the recordation of this Declaration, and except as otherwise provided in this Declaration. A notice of any lien resulting from nonpayment of amounts as required herein may be recorded against all Tracts owned by an Owner who fails to pay its obligation within one hundred and twenty (120) days of becoming due. Such lien may be foreclosed by any Owner to whom the obligation of a non-paying Owner is due, including any Ranch Owner who uses the Common Road, by an action in the Chaffee County, Colorado District Court in the manner of foreclosure of common law mortgages, pursuant to the law and statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption.

(e) Unless a majority of the cost sharing interests as provided in paragraph (b) above decide otherwise, there shall be a gate located at the east end of the Common Road as shown on the Plat, which shall remain closed and locked, with every Owner and Ranch Owner who uses the Common Road entitled to have a key. No Owner or Ranch Owner shall change the lock without having notified the other Owners and Ranch Owners and provided them with new keys.

(f) Declarant reserves the right to post speed limit signs upon the Common Road, which shall be adhered to by all users of the Common Road.

Section 2.2 Utilities.

(a) Each Tract shall be subject to the public utility easements at the perimeters of each Tract as shown on the Plat. The Common Road Tracts are subject to the Access Easement, which is reserved for utilities as well as access. Tract 7 is subject to the additional 20' wide public utility easement also shown on the Plat. All such utility easements described in this paragraph shall be for the installation, replacement, operation, repair and maintenance of utilities, shall include all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from such easement, and shall be in favor of utility providers and all properties served or capable of being served by the utilities, including, without limitation, the Ranch. Should any user of any utility easement disturb the surface of the easement during the exercise of the rights granted hereunder, that user shall restore the surface of the easement to a condition substantially equivalent to its original level and condition.

(b) The easements provided for in this Section 2.2 shall in no way affect, avoid, extinguish or modify any easement(s) of record with the Office of the Chaffee County Clerk and Recorder. Declarant reserves the right to grant additional easements upon, across, over and under the Property for the installation, replacement, repair and maintenance of utilities, so long as no such right shall be exercised in a way which unreasonably

PAGE #: 0006 OF 0014

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 292351

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 291940

PAGE #: 0006 OF 0014

interferes with the occupancy, use, enjoyment, or access to any Tracts.

Section 2.3 Declarant's Use. Notwithstanding any provisions herein to the contrary, it shall be expressly permissible, during the time Declarant owns all or any portion of the Property, for Declarant, its successors and assigns, or any agent, contractor, subcontractor or employee of the Declarant to complete any improvements indicated on the Plat, to exercise any development right pertaining to the Property, to maintain during the period of construction and sale upon such portion of the Property as Declarant deems necessary, facilities incidental to said construction and sale, including, but not limited to, storage areas and signs advertising the Property, and to use such portion of the Property as Declarant deems necessary for construction staging.

Section 2.4 Use Restrictions.

(a) No Tract shall be used and no improvements on any Tract shall be hereafter constructed or converted for any use other than a single family dwelling and other structures reasonably incidental to the permitted uses of the Tracts as stated in Section 2.3(f) herein. In no event shall there be constructed more than two single-family dwelling units per Tract.

(b) No structures or improvements, except fences, utilities and driveways, may be located within fifty feet (50') of any Tract boundary, except where said Tract boundary is centered along the Access Easement, in which case the set-back shall be 50 feet from the easement boundary. All utilities constructed hereafter shall be underground.

(c) No exterior surfaces of any house, barn or structure constructed on any Tract may be of a metal construction, except for roofs, which may be metal but may not be barn tin. All such structures located on a Tract shall be of similar design and construction so that their appearance is reasonably uniform within that Tract.

(d) Any exterior construction of a single-family dwelling, barn or other structure permitted herein must be completed within one (1) year of the initiation of on-site construction, and any single-family dwelling must have a minimum finished living space of 1,500 square feet.

(e) All driveways and vehicular access roads connecting with the Common Road or a public road crossing the Property shall intersect with such road at a ninety degree (90°) angle.

09/02/1997 02:55 RECORD FEE: \$71.00 CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 292351

08/06/1997 10:10 RECORD FEE: \$0.00 CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 291940 PAGE #: 0007 OF 0014

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #:

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #:  
PAGE #: 0008 OF 0014  
291940

(f) Tracts and improvements located thereon may only be used for residential and/or agricultural purposes, except that Declarant may conduct sales and construction activities. Residential purposes may include home occupations and long and short term rentals of Tract improvements for residential or lodging purposes, so long as such activity does not: create additional vehicular traffic to or from such Tract; employ persons for home occupation purposes at such Tract other than those residing at such Tract; require storage of any significant materials, machinery, inventory or other items at such Tract; require processing of materials and the finish of products or the assembly of parts produced off-site; require additional parking at such Tract, whether for customers, delivery or otherwise; or otherwise violate any provision of this Declaration. There shall be no exterior signage or advertising on the Tracts in conjunction with any use of the Property.

(g) No Owner or assignee of an Owner may conduct any exploration, mining or removal of oil, gas or other minerals, coal, lignite, sand, gravel, iron, uranium or any other similar substance (known or unknown at this time), in, on or under the Tracts.

(h) If any Tract is being used to pasture livestock, the Owner shall construct a fence to appropriately restrict such livestock from exiting such Tract.

(i) An Owner shall not do any act or work that will impair any easement or hereditament established by the Plat, nor perform any act nor allow any condition to exist which will adversely affect the other Tracts, the Ranch, or their Owners.

(j) By way of enumeration, and not limitation, the use of all the Property, Tracts and residences located thereon shall be subject to the following restrictions and limitations:

(i) No buried tanks of any kind, except septic tanks, shall be placed or permitted upon the Property. Any elevated tanks must be concealed from view from any roads and adjoining properties.

(ii) No mobile or portable home or shack shall be permitted to be placed on any Tract, except on a temporary basis during construction of a permanent single-family dwelling or barn only, but in no event can these temporary structures remain on the Tracts for more than nine (9) months. Such temporary structures shall conform to the Chaffee County Zoning Regulations. Prior to the time a permanent single-family dwelling has been constructed on a Tract, no other types of vehicles may be parked, stored or maintained on that Tract for a total of more than thirty (30) days in a calendar year, and at no time shall more than three (3) vehicles be



located on any Tract. All temporary structures and vehicles allowed hereunder shall be screened from view to the extent reasonably possible.

(iii) No commercial vehicle or large recreational vehicle, including, without limitation, any boat, trailer, camper, or self-contained motorized vehicle or motor home, shall be parked, stored or maintained on the Property unless such is concealed within a garage or otherwise screened from view from any roads and adjoining properties. In addition, at no time shall there be more than two of any one type of such vehicle on the Property, and the second such vehicle shall not remain on the Property for more than seven (7) consecutive days or a total of thirty (30) days in a calendar year. The intent of this provision is to prevent ongoing recreational or commercial vehicle traffic, to avoid the appearance of the Property being used as a trailer park, and to otherwise maintain the residential and quality nature of the Property.

(iv) No small recreational vehicle, including, without limitation, any snowmobile, ATV or motorcycle, and no junk vehicle, inoperative vehicle, or vehicle under repair shall be parked, stored or maintained on the Property for more than seven (7) days unless such is for the sole use of the Owner of the Tract and is concealed within a garage or otherwise screened from view from any roads and adjoining properties.

(v) No lights shall be emitted from any Tract which are unreasonably bright or cause unreasonable glare; no sounds shall be emitted from any Tract which are unreasonably loud or annoying; and no odor shall be emitted from any Tract which is noxious or unreasonably offensive to other Owners.

(vi) No noxious, offensive, unsightly or unclean activity shall be conducted on any Tract, nor shall anything be done or placed on a Tract or the Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may pollute the Property or create an environmental hazard. Refuse piles are not allowed. Trash, garbage or other wastes shall be disposed of in a sanitary manner and shall not be buried on the Property.

Section 2.5 Expansion.

(a) The Declarant hereby reserves the right to subject all or any part of Cedar Ridge Ranch to the provisions of this Declaration and thereby expand the Property by adding tracts of 35 acres or more to be included within Cedar Ridge Estates. Such expansion may be accomplished by the filing for record by Declarant in the office of the Clerk and Record for Chaffee County, Colorado one or more

09/02/1997 02:55 RECORD FEE: \$71.00 PAGE #: 0009 OF 0014  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 292351

08/06/1997 10:10 RECORD FEE: \$0.00 PAGE #: 0009 OF 0014  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 291940

Supplemental Declarations and Supplemental Plats describing said additional Tracts, which recording shall extend the terms and provisions of this Declaration to such Tracts. The Supplemental Declaration shall set forth the Tracts and other real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such property. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the property subject to this Declaration as so expanded.

(b) The rights reserved to Declarant for itself, its successors and assigns for the expansion of Cedar Ridge Estates shall expire twenty (20) years from the date of recording of this Declaration. In no event shall any Supplemental Declaration or Supplemental Plat revise, modify, or amend the terms and provisions of this Declaration, except to add additional tracts.

**ARTICLE III  
GENERAL PROVISIONS**

Section 3.1 Enforcement.

(a) The Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

(b) Failure by the Declarant or by any Owner to enforce any provision, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(c) In any civil action to enforce any provision, covenant, or restriction, or to seek reimbursement of expenses incurred by a non-violating Owner as provided under this Section, the prevailing party shall be entitled to an award of reasonable costs and attorney fees.

Section 3.2 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3.3 Declaration and Plat Amendments. The covenants, conditions, restrictions and liens of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Prior to the transfer of the first Tract to any third party

09/02/1997 02:55 RECORD FEE: \$71.00 CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 292351

08/06/1997 10:10 RECORD FEE: \$0.00 CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 291940 PAGE #: 0010 OF 0014

not related to or associated with Declarant, Declarant may amend this Declaration and the Plat at the Declarant's sole discretion. In addition, Declarant hereby reserves and is granted the right and power to record minor and technical amendments to this Declaration and the Plat at any time for the purpose of correcting spelling, grammar, dates, typographical errors, or as may otherwise be deemed necessary by the Declarant to clarify the meaning of any provision, without the consent of any of the Owners or first mortgagees. After the transfer of the first Tract as provided herein, this Declaration may be amended by an instrument signed by the Owners of seventy-five percent (75%) of all Tracts, unless the amendment directly affects the Ranch Owner(s), in which case the instrument must be signed by 75% of the Ranch Owners, too.

Section 3.4 Amendment of Tract Boundaries. Declarant reserves the right to amend the Plat described herein so as to adjust Tract lines of Tracts then owned by Declarant as Declarant deems appropriate for a period of ten (10) years from the date such Plat is recorded.

Section 3.5 Assignability. Declarant's rights hereunder shall be freely assignable.

Section 3.6 No Partition or Subdivision. No action shall be brought for partition or subdivision of a Tract between or among the Owners thereof. Each Owner hereby expressly waives any and all such rights of partition or subdivision he may have by virtue of his ownership of a Tract. This Section 3.6 shall not, however, be interpreted to prevent adjustments to Tract lines agreed to by the Owners of the Tracts affected, except that no Tract shall be less than 35 acres at any time.

Section 3.7 Notices. Any notices, certificates, demands or the like required or permitted hereunder shall be in writing and delivered either in person to the party to which such notice is to be given, or by United States Mail, Certified, Return Receipt Requested, postage fully prepaid, to the addresses designated in writing and delivered as provided herein to the other Owners by each Owner upon transfer of title. If no such notice of address is provided, the other Owners shall have the right to demand an address be designated and, it not so designated, the other Owners may use the address shown on the recorded deed or other instrument by which title to the Tract was taken. Notice shall be deemed as having been given upon personal delivery or three (3) days after deposit in the U.S. Mail.

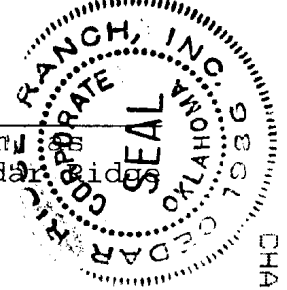
09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 292351

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 291940

IN WITNESS WHEREOF, the foregoing has been executed this 22  
day of July, 1997 by Mary Lou Barkett Jamjoom, individually  
and as Attorney-In-Fact for Cedar Ridge Ranch, Inc.

CEDAR RIDGE RANCH, INC., an Oklahoma  
corporation

BY: Mary Lou Barkett Jamjoom  
Mary Lou Barkett Jamjoom,  
Attorney-in-Fact for Cedar  
Ridge Ranch, Inc.



Mary Lou Barkett Jamjoom  
Mary Lou Barkett Jamjoom, an  
individual

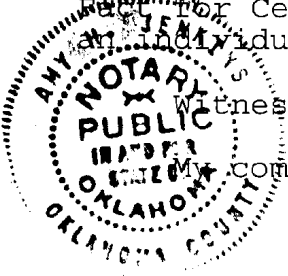
STATE OF OKLAHOMA )  
COUNTY OF Culahoma ) ss.

Subscribed and sworn to before me this 22 day of  
July, 1997 by Mary Lou Barkett Jamjoom, as Attorney-In-  
Fact for Cedar Ridge Ranch, Inc. and by Mary Lou Barkett Jamjoom,  
an individual.

Witness my hand and official seal.

My commission expires: December 25 2000

[Signature]  
Notary Public



08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 291940

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO. MARY ELLEN BELMAR - CLERK & REC REC #: 292351  
PAGE #: 0012 OF 0014

EXHIBIT A

Declaration of Covenants, Conditions and Restrictions of Cedar Ridge Estates

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 28,

the North Half of the Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ), the South Half of the Northeast Quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ), the North Half of the Southwest Quarter (N $\frac{1}{2}$  SW $\frac{1}{4}$ ) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 29;

the North Half of the Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ), the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ), Lot 3 (located in the NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) and Lot 4 (located in the SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 30; and

Lot 1 (located in the NW $\frac{1}{4}$  NW $\frac{1}{4}$ ), Lot 2 (located in the SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), the East Half of the Northwest Quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$ ) and the West Half of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 31,

all in Township 51 North, Range 8 East of the N.M.P.M.,

TOGETHER with a strip of land for road purposes 20 feet in width leading from the property above described to the county road and running in a Northeasterly direction across the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 29 and the NW $\frac{1}{4}$  NW $\frac{1}{4}$  and E $\frac{1}{2}$  NW $\frac{1}{4}$  of said Section 28, Township 51 North, Range 8 East of the N.M.P.M.,

All located in County of Chaffee, State of Colorado.

ALSO, the Southeast Quarter (SE $\frac{1}{4}$ ), Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 31; and

the North Half of the Southwest Quarter (N $\frac{1}{2}$  SW $\frac{1}{4}$ ), Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ), and South Half of the Northwest Quarter (S $\frac{1}{2}$  NW $\frac{1}{4}$ ) of Section 32, Township 51 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado;

TOGETHER with an easement or right-of-way, over a private road, for roadway purposes, located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 34, the South Half of the South Half (S $\frac{1}{2}$  S $\frac{1}{2}$ ) of Section 33 and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 32, all in Township 51 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado, said roadway being 15 feet on each side of the following described centerline:

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #:

PAGE #: 0013 OF 0014  
292351

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #:

PAGE #: 0013 OF 0014  
291940

Beginning at a point on the westerly boundary of U.S. Highway No. 285 from whence the southwest corner (pipe monument) of said Section 34 bears South 40°08'15" West 798.61 feet; thence proceeding along said road centerline South 81°50'42" West 436.79 feet; thence North 81°58'01" West 291.70 feet; thence North 50°40'18" West 323.97 feet; thence North 86°10'07" West 549.37 feet; thence North 65°55'28" West 809.00 feet; thence North 82°00'36" West 602.72 feet; thence North 89°42'29" West 627.33 feet; thence South 82°03'11" West 532.58 feet; thence South 73°43'34" West 783.98 feet; thence North 35°07'41" East 289.25 feet; thence North 86°24'09" West 124.81 feet; thence South 62°23'37" West 409.13 feet; thence South 52°12'32" West 365.13 feet; thence South 67°48'15" West 641.82 feet; thence North 74°19'01" West 294.59 feet; thence South 85°31'01" West 747.39 feet to the west boundary of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 32, Township 51 North, Range 8 East of the New Mexico Principal Meridian, as fenced, and

TOGETHER with an easement for road purposes of a roadway located across the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 31, Township 51 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado, said roadway being 15.0 feet on each side of the following described centerline:

Beginning at a point located on the east boundary, as fenced, of the said SW $\frac{1}{4}$  SE $\frac{1}{4}$  from whence the southeast corner (marked pipe monument) of Section 33, Township 51 North, Range 8 East of the New Mexico Principal Meridian bears South 84°04'57" East 6685.03 feet; thence proceeding along said roadway centerline first South 85°31'01" West 26.7 feet; thence North 73°05'23" West 307.24 feet; thence South 79°47'42" West 552.72 feet; thence North 22°15'22" East 229.09 feet; thence North 10°47'07" West 403.60 feet; thence due North 50 feet, more or less, to the north line of the said SW $\frac{1}{4}$  SE $\frac{1}{4}$ .

ALSO, the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 29; NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 28; E $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 28; and

those portions of the SE $\frac{1}{4}$  of Section 21 and of the W $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 28, lying westerly of U.S. Highway 285,

EXCEPT a strip of land 20 feet in width for roadway purposes,

EXCEPT a tract described in instrument recorded July 6, 1977, in Book 409 at Page 957 and July 19, 1977, in Book 410 at Page 231;

EXCEPT the right-of-way for County Road No. 260, all located in Township 51 North, Range 8 East, N.M.P.M., Chaffee County, Colorado;

EXCEPT, Tracts 1 through 7 according to the plat of Cedar Ridge Estates, Filing No. 1, recorded on July 30, 1997 at Reception No. 291825.

TOGETHER with those easements as roadways as conveyed to Cedar Ridge Ranch, Inc. and Mary Lou Jamjoom, by instruments recorded July 5, 1996, at Reception No. 285674 and 285679.

09/02/1997 02:55 RECORD FEE: \$71.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 292351

PAGE #: 0014 OF 0014

08/06/1997 10:10 RECORD FEE: \$0.00  
CHAFFEE COUNTY, CO, MARY ELLEN BELMAR - CLERK & REC REC #: 291940  
PAGE #: 0014 OF 0014