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NORMA HATFIELD FREMONT CTY CLK&REC CO R 20.00

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**DECLARATION OF PROTECTIVE COVENANTS
FOR
LONE STAR RANCH EAST**

INTENT AND APPLICABILITY

aka Aarron M. Mathews
Aaron M. Mathews, John C. Mathews, April Kay Smith Denson, Shawn Carl Smith (Called the "Declarants" in this Declaration), are the owners of property known and describes as follows:

Lone Star Ranch East, a Subdivision in Sections 6 and 7, Township 47 North, and in Section 31, Township 48 North, all in Range 12 East of the N.M.P.M., Fremont County, Colorado.

Declarants desire to place protective covenants, conditions, restrictions, reservations, liens and charges upon Lone Star Ranch East to protect Lone Star Ranch East's quality residential environment and also to protect its desirability, attractiveness and value. Consequently, Lone Star Ranch East is hereby subjected to the following easements, covenants, restrictions and conditions (collectively referred to as "Covenants"), all of which shall run with Lone Star Ranch East and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall insure to the benefit of each owner thereof.

COVENANTS

1. **PROPERTY USES:** All lots in Lone Star Ranch East shall be used exclusively for private residential purpose. No dwelling erected or maintained within Lone Star Ranch East shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot or building site.
2. **DWELLINGS:** No permanent residential structure shall be built in Lone Star Ranch East that is less than 1,200 square feet of interior living space. All dwellings shall conform to an earth-tone color or hue. Any roof shall be non-reflective in nature.
3. **CONSTRUCTION TYPE:** All construction shall be new. No building previously used at another location nor any building or structure constructed as a mobile home, manufactured home, or modular home may be moved onto a lot or building site. All construction must also conform to the building code, zoning ordinances and all other applicable rules and regulations of Fremont County, Colorado, which regulations may vary from the provision of this section and other sections.



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

5. RE-SUBDIVISION: No lot shall be re-subdivided nor shall any more than the maximum number of residential units allowed by state law or county ordinance be erected on any one lot.

6. SETBACKS: No structure may be erected within fifty feet of the right-of-way line of any road within Lone Star Ranch East nor within twenty-five feet of any side or rear line.

7. EASEMENTS: Utility easements shall extend twenty-five feet on either side of all lot lines. Said utility easements run with the land and may be used for the benefit of other owners of lots within Lone Star Ranch East.

8. TRASH AND RUBBISH: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. All containers shall be kept in a clean and sanitary condition, and must be wildlife proof.

9. NUISANCES: No owner shall cause or allow the origination of excessive lights, sounds, or odors from his property. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his property.

10. ANIMALS: Livestock and poultry may be kept for the personal use of each lot owner. Commercial feed lots and swine are prohibited in Lone Star Ranch East.

11. MOTOR VEHICLES: No motorized vehicle that is either non-operational or non-licensed shall be kept or stored on Lone Star Ranch East unless said vehicle is kept or stored in a fully enclosed building.

12. LAND USE: Commercial wood harvesting and mining (including the removal of soil, gravel or rock) are prohibited.

13. HUNTING: Hunting shall not be permitted within Lone Star Ranch East.

14. SIGNS: The only signs permitted on any lot or structure are: one sign of customary size offering the property for sale, one sign of customary size for identification of the occupant and address, signs as may be necessary to warn of danger, or such signs as may be required by law.



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

16. TERMS OF COVENANTS; AMENDMENT: These covenants and restrictions shall 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 lot owners has been recorded, changing said covenants in whole or part.

17. SEVERABILITY: In the event that any of the provisions of these Covenants shall be deemed invalid or become unenforceable, the other Covenants shall not be affected or impaired, but shall remain in full force and effect.

18. DECLARANTS' RIGHT TO AMEND: Notwithstanding any provision herein to the contrary, Declarants specifically reserve the right to amend or change, in whole or in part, any or all of these covenants at any time prior to the recording of these covenants.

DECLARANTS

APRIL KAY DENSON

BY: *ELLEN LARUE SMITH*

ELLEN LARUE SMITH
AGENT AND ATTORNEY IN FACT

THIS DOCUMENT has been subscribed and affirmed or sworn to before me in the County of _____, State of _____, this _____ day of _____, 2002.

NOTARY PUBLIC

Don Mathews

SIGNATURE AND NOTARY PAGE
Declaration of Protective Covenants

Don Mathews, as Conservator of the Estate of
Aaron M. Mathews, also known as Aarron M. Mathews, Protected Person
Ellen Larue Mathews Smith
Ellen Larue Mathews Smith as attorney in
fact for Shawn Carl Smith

Ellen Larue Mathews Smith
Ellen Larue Mathews Smith as attorney in fact
for April Kay Smith Denson

Don C. Mathews
Don C. Mathews as attorney in fact for John C.
Mathews

State of Texas)
) ss.
County of Walker)



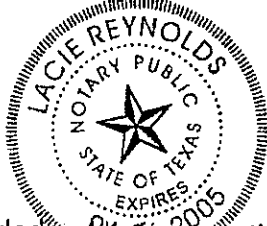
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The foregoing instrument was acknowledged before me this 12 day of April, 2002 by Don Mathews as Conservator of the Estate of Aaron M. Mathews also known as Aarron M. Mathews, Protected Person

Lacie Reynolds
Notary Public

Commission Expires: 4/26/05

State of Texas)
) ss.
County of Walker)

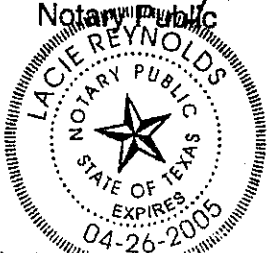


The foregoing instrument was acknowledged before me this 12 day of April, 2002 by Ellen Larue Mathews Smith as attorney in fact for Shawn Carl Smith.

Lacie Reynolds
Notary Public

Commission expires: 4/26/2005

State of Texas)
) ss.
County of Walker)



The foregoing instrument was acknowledged before me this 12 day of April, 2002 by Ellen Larue Mathews Smith as attorney in fact for April Kay Smith Denson.

Lacie Reynolds
Notary Public

Commission expires: 4/26/05

State of Texas)
) ss.
County of Walker)



The foregoing instrument was acknowledged before me this 12 day of April, 2002 by Don C. Mathews as attorney in fact for John C. Mathews.

Lacie Reynolds
Notary Public

Commission expires: 4/26/2005

