

Filed for record the 17 day of November 81 at 3:30 P. Joanne M. Reiting
Application No. 363853 By *Joanne M. Reiting* DEPT. CLERK

DECLARATION OF PROTECTIVE COVENANTS
SKYLAND, INITIAL FILING

TABLE OF CONTENTS

	Page
Article I.....	1
Introduction.....	1
Article II.....	1
Purpose of Covenants.....	1
Article III.....	3
Definitions:	
Association.....	3
Clubhouse Tract.....	5
Commercial Tract.....	5
Design Guidelines.....	6
Duplex Lot.....	3
Employee Housing Tract.....	4
General Use Requirements.....	6
Golf Course.....	5
Maintenance Tract.....	5
Multi-family Tract.....	4
Open Space.....	6
Open Space Restrictions.....	7
Operation and Maintenance Requirements.....	7
Owner.....	7
Residential Tracts or Lots.....	3
River Tract.....	6
Single Family Lot.....	3
SKYLAND, INITIAL FILING.....	3
Skyland Metropolitan District.....	3
Skyland Properties.....	3
Unit.....	7
Article IV.....	7
Skyland Metropolitan District	
Purpose of Skyland Metropolitan District.....	7
Board of Directors of Skyland Metropolitan	
District.....	7
Long Term Responsibilities of Skyland	
Metropolitan District.....	7
Charges, Fees, and Taxes of Property.....	8
Article V.....	8
Skyland Community Association	
Formation and Purpose.....	8
Membership.....	8
Voting Rights.....	8
Powers.....	9
Composition of Board of Directors.....	10
Design Guidelines.....	10
Assessments.....	13
Operation and Maintenance Assessment.....	13
Non-Compliance Assessment.....	13
Emergency Assessments.....	14
Article VI.....	17
Design Review and Approval	
Design Review Committee.....	17
Conduct of Business.....	18
Design Guidelines.....	18
Article VII.....	19
General Use Requirements	
Land Use.....	19
Single Family Lot.....	19
Duplex Lot.....	20
Multi-family Tract.....	20
Employee Housing Tract.....	20
Commercial Tract.....	20
Clubhouse Tract.....	20
Resubdivision.....	21
Mining, Drilling or Quarrying.....	21

Nuisance.....	21
Signs.....	21
Animals.....	21
Water Wells.....	21
Sewage Disposal.....	22
Utility Lines.....	22
Tanks.....	22
Firearms.....	22
Vehicular Storage.....	22
Temporary Structures.....	22
Recreational Vehicles.....	23
Clotheslines.....	23
Mailboxes.....	23
Exterior Fires.....	23
Exterior Antenna.....	23
Camping.....	23
Garage Doors.....	23
Unsightly Growth.....	23
Solicitors.....	23
Article VIII.....	24
Operation and Maintenance Requirements	
Rubbish, Trash, and Garbage.....	24
Damaged Structures.....	24
Failure to Maintain.....	24
Recreation Restrictions.....	24
Article IX.....	25
Restriction on Open Space	
Improvements.....	25
Landscaping.....	25
Temporary Building.....	25
Ownership, Operation, and Maintenance.....	25
Vehicles.....	26
Article X.....	26
Restrictions on Golf Course	
Ownership, Operation, and Maintenance.....	26
Use of the Golf Course.....	26
Restricted Uses.....	26
Article XI.....	26
Enforcement, Duration, and Amendment	
Right of Enforcement.....	26
Covenants to Run With Land.....	27
Terms of Covenants.....	27
Amendment.....	27
Severability.....	28
Adoption Clause.....	28

SKYLAND, INITIAL FILING

ARTICLE IINTRODUCTION

This instrument contains the effective protective covenants for all lands within SKYLAND, INITIAL FILING, in Gunnison County, Colorado, which lands are more specifically described on Exhibit "A" attached hereto.

Skyland Properties, a Colorado limited partnership, Jack D. Blanton, Nancy Blanton, Bud F. Garland, Dolores Garland, and Gary F. Garland, hereafter termed "Declarants" are the owners of all that real property above described and within SKYLAND, INITIAL FILING.

The Declarants hereby make, declare, and establish the following limitations, restrictions, and uses upon and of all real property contained within SKYLAND, INITIAL FILING as restrictive and protective covenants running with the land, binding upon the Declarants, the Skyland Community Association, and the Skyland Metropolitan District, and upon all persons or entities claiming by, through, or under them and upon all future owners of all or any part of the real property within SKYLAND, INITIAL FILING so long as these restrictions remain in effect.

ARTICLE IIPURPOSE OF COVENANTS

It is the intention of the Declarants, expressed by their execution of this instrument, that the real property above described be developed and maintained as a highly desirable rural residential, commercial, and recreational area. It is the purpose of these covenants that the present natural beauty, the natural growth and native setting and surroundings of SKYLAND, INITIAL FILING, and the property values and amenities therein shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument, and that high standards of architectural quality and landscape design be maintained. It is of primary intent that the seclusion of each

single family home site in SKYLAND, INITIAL FILING, from neighboring home sites shall be protected insofar as is possible.

In order to carry out these purposes and intents, the Declarants have incorporated the Skyland Community Association under the laws of the State of Colorado and have delegated and assigned thereto the powers of maintaining, administering and enforcing the covenants and restrictions and governing design control within SKYLAND, INITIAL FILING, as hereafter set forth.

In consideration of the acceptance hereof by the several purchasers and grantees (their heirs, executors, administrators, personal representatives, successors, and assigns, and all persons claiming by, through or under such grantees) of deeds to tracts or lots within SKYLAND, INITIAL FILING, said grantees hereby covenant and agree with each and every person who shall be or become an owner of any of said lots or tracts, in addition to the laws of the State of Colorado and the regulations of Gunnison County, Colorado, that they shall be and hereby are bound by the provisions set forth herein, and that the real property the subject of this instrument shall be owned and enjoyed subject to and with the benefit and advantages of the following restrictions, limitations, conditions, and agreements. Skyland Properties, a Colorado limited partnership, hereby reserves the right at any time after the date of recording hereof, to include additional property within the operation of this Declaration of Protective Covenants by the platting of record in the office of the Clerk and Recorder of Gunnison County, Colorado of such additional property, which shall be denominated as "Skyland", and by a reference to a supplemental filing or filing number, and by execution by Skyland Properties, a Colorado limited partnership and recording thereof in the office of the Clerk and Recorder of Gunnison County, Colorado of a supplement or supplements hereto which certifies that by its dedication of the lands therein platted, it subjects the same to the full operation and effect of this Declaration of Protective Covenants as then in force as the same may have been amended and to the Design Guidelines adopted by the Skyland Community Association.

DEFINITIONS

As used herein, the following words and terms shall have the following meaning:

1. SKYLAND, INITIAL FILING All lands included within the boundaries of SKYLAND, INITIAL FILING, Gunnison County, Colorado, as shown on the plat thereof bearing Reception No. 363852 in the office of the Gunnison County Clerk and Recorder.
2. Skyland Metropolitan District A special district proposed to be formed in accordance with Title 32, Colorado Revised Statutes of 1973.
3. Skyland Properties A Colorado limited partnership, formed for the specific purpose of planning, subdividing, and developing SKYLAND, INITIAL FILING, and other properties. Until such time as the Skyland Metropolitan District is officially formed in accordance with the Colorado Revised Statutes, Skyland Properties will be responsible for ownership and development of all roads, utilities, utility easements, open space, and golf course within the boundaries of SKYLAND, INITIAL FILING.
4. Association Skyland Community Association, a Colorado non-profit corporation, formed for the purpose of enforcing these covenants and adopting and enforcing Design Guidelines for the implementation hereof.
5. Residential Tracts or Lots Those subdivision tracts or lots designated on the recorded final plat of SKYLAND, INITIAL FILING, as either single family lots, duplex lots, multi-family tracts, or employee housing tracts.
6. Single Family Lot A lot designated on the recorded plat of SKYLAND, INITIAL FILING by the letter "S" followed by the lot number, which can be used solely for residential purposes and upon which not more than one residential building containing not more than one primary dwelling unit and a caretaker's apartment, together with not less than one attached two-car garage may be constructed.
7. Duplex Lot A lot designated on the recorded plat of SKYLAND, INITIAL FILING by the letter "D" followed by the lot number, which

can be used solely for residential purposes and upon which not more than two primary dwelling units, together with not less than one attached garage per unit must be constructed. Any duplex on a duplex lot may be resubdivided by the owner or owners thereof into two townhouse or condominium units in order to permit legal conveyance of each of said units without obtaining the consent of the Skyland Community Association, upon compliance with the terms and conditions of the Gunnison County Land Use Resolution in effect upon the date of such resubdivision. Such resubdivision shall not require consent of the owner of any other lot, tract or unit within SKYLAND, INITIAL FILING, nor shall the same be considered an amendment hereof or of the recorded plat of SKYLAND, INITIAL FILING.

8. Multi-family Tract A lot designated on the recorded plat of SKYLAND, INITIAL FILING by the words "Multi-Family Tract" followed by the number thereof, which can be used solely for multiple family residential purposes including condominiums or townhouses and upon which the maximum number of dwelling units to be constructed shall not exceed the number designated on the recorded final plat of SKYLAND, INITIAL FILING. Any multi-family lot may be resubdivided by the owner or owners thereof into two or more distinct townhouse or condominium units without obtaining the consent of the Skyland Community Association or the owner of any lot, tract, or unit within SKYLAND INITIAL FILING, upon compliance with the terms and conditions of the Gunnison County Land Use Resolution in effect upon the date of such resubdivision.

9. Employee Housing Tract The tract designated on the recorded plat of SKYLAND, INITIAL FILING by the words "Employee Housing Tract" which can be used solely for multiple family residential purposes including condominiums, townhouses, or apartments, game rooms, laundry facilities, and recreation facilities, and upon which the maximum number of primary dwelling units to be constructed shall not exceed the number designated on the recorded plat of SKYLAND, INITIAL FILING. Said tract may be resubdivided by the owner thereof into two or more townhouse or condominium

units without obtaining the consent of the Skyland Community Association or the owner of any lot, tract, or unit within SKYLAND INITIAL FILING, upon compliance with the terms and conditions of the Gunnison County Land Use Resolution in effect upon the date of such resubdivision.

10. Commercial Tract A lot designated on the recorded plat of SKYLAND, INITIAL FILING by the words "Commercial Tract" followed by the tract number, which can be used for commercial and residential purposes including condominiums, apartments, service stations, stores and dry goods shops, restaurants, lounges, offices, parking lots, and driveways. The aggregate number of dwelling units in all Commercial Tracts shall not exceed 20, and the aggregate square footage of commercial space in all of said Commercial Tracts shall not exceed 100,000 square feet. Said tract may be resubdivided by the owner thereof into two or more townhouse or condominium units without obtaining the consent of the Skyland Community Association or the owner of any lot, tract, or unit within SKYLAND, INITIAL FILING, upon compliance with the terms and conditions of the Gunnison County Land Use Resolution in effect upon the date of such resubdivision.

11. Maintenance Tract A tract designated on the recorded plat of SKYLAND, INITIAL FILING, as "Maintenance" and which shall be used for enclosed storage, repair, and maintenance of all equipment and supplies of the Skyland Metropolitan District.

12. Clubhouse Tract A tract designated on the recorded plat of SKYLAND, INITIAL FILING by the words "Clubhouse" on which may be constructed buildings relating to recreational and health activities such as but not limited to golf, tennis, swimming, racquetball and handball. Said buildings may contain restaurants and bars, pro shops, toilets and locker rooms and other related uses.

13. Golf Course That portion of the real property within SKYLAND, INITIAL FILING designated on the recorded plat of SKYLAND, INITIAL FILING as "Golf Course" for the conduct of the game of golf and related golfing activities. The golf course may have constructed thereon buildings such as shelters, toilets, pump houses, storage and maintenance buildings and other accessory structures related to the golfing activity. Said golf course and related facilities, including locker rooms, pro shop, and bar

and grill, shall remain a public facility, available to residents within the Skyland Metropolitan District upon its formation, residents of the County, guests of either, and members of the public at large, on a greens fee paying basis.

14. River Tract The tract designated upon the recorded plat of SKYLAND, INITIAL FILING, as "River Tract", which may be used for sanitary sewer treatment facilities. In the event the Skyland Metropolitan District or any successor entity having jurisdiction over the collection and treatment of sewage within SKYLAND, INITIAL FILING determines that said tract is no longer required for said purpose, the Declarants hereunder, either in whole or in part, shall have the right, without approval of the Skyland Metropolitan District, the Skyland Community Association, or any Owner of real property within SKYLAND, INITIAL FILING, to resubdivide said tract into not more than 60 multi-family, or 16 single family lots, or a mixture of single-and multi-family lots, provided that no single-family lot is less than 0.6 acres in size. Any such resubdivision shall not require the consent of the Skyland Community Association, the Skyland Metropolitan District or any owners of lots, tracts, or units within SKYLAND, INITIAL FILING, so long as such resubdivision is accomplished in accordance with the Gunnison County Land Use Resolution then in effect.

15. Open Space All that area within the Skyland Metropolitan District designated on the recorded plat of the SKYLAND, INITIAL FILING as "Open Space". All Open Space areas shall either remain in their natural condition or may be improved by the Skyland Metropolitan District as park and recreation areas. All Open Space areas shall be available for use by all residents of the Skyland Metropolitan District and their guests and invitees in accordance with the rules and regulations of said District.

16. General Use Requirements Guidelines stating allowed or prohibited uses, as set forth in Article VII of this document.

17. Design Guidelines A separate document entitled SKYLAND, INITIAL FILING, Design Guidelines, which contains specific requirements and restrictions for building design and location, building materials, minimum square footages and other requirements

which may, from time to time, be amended, modified, or changed by the Board of Directors of the Skyland Community Association.

18. Operation and Maintenance Requirements Requirements covering post-design factors and activities, such as construction, site maintenance, garbage and trash removal, recreational activity restrictions, and environmental performance requirements, as set forth in Article VIII of this document.

19. Open Space Restrictions Limitations on the use of Open Space areas and guidelines for management of these areas, as set forth in Article IX of this document.

20. Owner The owner of record of a fee simple title to any tract, or unit in SKYLAND, INITIAL FILING.

21. Unit Any condominium or townhouse unit created by resubdivision of any Multi-family Tract, Commercial Tract, Employee Housing Tract or Duplex Lot.

ARTICLE IV

SKYLAND METROPOLITAN DISTRICT

1. Purpose of Skyland Metropolitan District The Skyland Metropolitan District is being formed to perform ownership, operation, and maintenance functions for the various services that are to be incorporated into SKYLAND, INITIAL FILING.

2. Board of Directors of Skyland Metropolitan District In accordance with the Colorado Revised Statutes, a Board of Directors consisting of five electors of the District. The Board of Directors will fulfill various duties and be responsible to the electorate of the District as set forth in the Colorado Revised Statutes.

3. Long Term Responsibilities of the Skyland Metropolitan District The Skyland Metropolitan District is being formed to provide for long term ownership, operation, and maintenance of certain utility and recreational features of SKYLAND, INITIAL FILING including, but not limited to, the following:

Central domestic water system.

Central sanitary sewer system.

Roads and public parking areas.

Drainage system.

Golf course.

Skyland Lake and other recreational features.

All open space.

Fire protection.

6. Charges, Fees, and Taxes of Properties In order to provide the services required of the District, the District must levy certain fees and taxes in accordance with state and local law.

ARTICLE V

SKYLAND COMMUNITY ASSOCIATION

1. Formation and Purpose The Skyland Community Association has been formed for the purposes of promoting the health, safety, welfare and tranquility of the residents of said real property. In connection therewith, Skyland Community Association is charged with the responsibility for enforcement of the Declaration of Protective Covenants for SKYLAND, INITIAL FILING and all Design Guidelines adopted pursuant to authority granted under the Declaration of Protective Covenants for SKYLAND, INITIAL FILING, and shall have all rights necessary or incidental to the accomplishment of its expressed or implied purposes.
2. Membership Every person or entity who is a record Owner of a fee or undivided fee interest in any lot, tract or unit within SKYLAND, INITIAL FILING, shall automatically be a member of the Skyland Community Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from record ownership of any property subject to the Declaration of Protective Covenants for SKYLAND, INITIAL FILING.
3. Voting Rights For purposes of voting, the Association shall have one class of voting membership, which shall consist of all record owners of a fee or undivided fee interest in any lot, tract, or unit which is subject to this Declaration of Protective Covenants who have paid all duly authorized assessments of the Association.

Members shall be entitled to vote as follows:

-1 vote per each single family lot.

-1 vote per each duplex lot, unless the same has been resubdivided, in which case there shall be one vote per unit for which a certificate of occupancy has been issued.

-10 votes per each commercial tract, plus one additional vote for each condominium or townhouse unit thereon for which a certificate of occupancy has been issued.

-1 vote per multi-family tract until such time as the same has been resubdivided, when there shall be one vote per each condominium or townhouse unit thereon for which a certificate of occupancy has been issued.

-10 votes for the Employee Housing Tract, in addition to one vote for each condominium or townhouse unit thereon for which a certificate of occupancy has been issued and which has been sold to a bona fide purchaser; provided however that the total of all votes for the Employee Housing Tract shall not exceed 60.

4. Powers The Board of Directors of Skyland Community Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts in exercise thereof consistent with the purposes and objects of the Association, as set forth in its Articles of Incorporation, its Bylaws, and the Declaration of Protective Covenants for SKYLAND, INITIAL FILING. Subject only to the limitations on the exercise of such powers and duties as are expressly set forth in its Articles of Incorporation, its Bylaws and the Declaration of Protective Covenants for SKYLAND, INITIAL FILING, the Association's powers and duties shall include, but not necessarily be limited to:

a. Exercising all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership of the Association by other provisions of its Articles of Incorporation, its Bylaws, or the Declaration of Protective Covenants for SKYLAND, INITIAL FILING.

b. Enforcing the Declaration of Protective Covenants for SKYLAND, INITIAL FILING, and adopting and enforcing the Design Guidelines.

- c. Imposing a reasonable Non-Compliance Assessment for violation of the Declaration of Protective Covenants and Design Guidelines adopted by the Association;
 - d. Authority to approve or disapprove any and all types of construction within SKYLAND, INITIAL FILING; this authority may be delegated to the Design Committee.
 - e. Fixing, levying, collecting and enforcing all assessments, as provided for herein;
 - f. Entering upon any property, without liability to any Owner for trespass, damage or otherwise, for the purpose of maintaining or repairing the property in the manner required by the Declaration of Protective Covenants if the Owner thereof, after reasonable notice, and an opportunity to correct the non-compliance, fails to maintain and repair the property as required by the Declaration of Protective Covenants and the Design Guidelines;
 - g. Commencement and maintenance, in its own name, on its own behalf, or in the name and on behalf of any Owner or Owners who consent thereto, of suits and actions to restrain and enjoin any breach or threatened breach of the Declaration of Protective Covenants, or the Design Guidelines, and enforcement by mandatory injunction or otherwise, of all of the provisions of the Declaration of Protective Covenants or the Design Guidelines;
 - h. Preventing the maintenance of nuisance and impairment of the attractiveness and value of property within SKYLAND, INITIAL FILING; and
 - i. Exercising any and all powers granted to the Association by the Colorado statutes governing the formation and operation of non-profit corporations.
5. Composition of Board of Directors The Board of Directors of Skyland Community Association shall consist of five members, each of whom shall be entitled to vote on all matters submitted to the Board for resolution.
6. Design Guidelines The Association, acting through its Board of Directors, and subject to the provisions of the Declaration of

Protective Covenants, may adopt Design Guidelines consistent with the expressed or implied purposes of the Declaration of Protective Covenants and the Association, which govern, but need not necessarily be limited to: use of real property within SKYLAND, INITIAL FILING; general conduct of Owners, members of their immediate family, and their guests and invitees; pet control; noxious, offensive or dangerous activity; nuisances; property maintenance; services; financial matters; enforcement of the Declaration of Protective Covenants and Design Guidelines adopted pursuant thereto; interpretation and clarification of the Declaration of Protective Covenants; building and landscaping control and design and construction matters as set forth in Article VI.

Prior to the adoption of any proposed Design Guidelines or the amendment or repeal of any existing Design Guidelines, the Board shall give notice of the proposed action to all Owners and provide to those Owners an opportunity to submit views or otherwise participate informally in conferences relative to the proposed actions. Notice of the proposed action shall be published once a week for two successive weeks in any newspaper of general circulation within Gunnison County, Colorado. In lieu of the publication requirement, the Board may direct notice be given by posting in no less than three (3) prominent places within SKYLAND, INITIAL FILING. Any such notice shall state the time, place and nature of the proceedings, which shall not be held less than five (5) days after the last publication is given, or, if appropriate, twenty (20) days after posting, the authority under which the action is proposed, and either the terms or substance of the proposed Design Guidelines, amendment thereof, or a description of the subjects and issues involved. At the time and place specified in the notice, the Association shall hold a public hearing at which it shall afford interested persons an opportunity to submit written data, views, or arguments and to present the same orally unless the Board deems it unnecessary. The Board shall consider the submissions prior to taking any action. In the event the Board acts as initially proposed, the action taken shall

become effective immediately thereafter. In the event of any material revisions made by the Board to the proposed actions subsequent to the giving of notice to Owners, as provided hereinafter, as a result of Owner comment or otherwise, the proposed actions, as revised, shall become effective immediately after the Board votes to adopt same and gives notice to each Owner of such revisions, in the manner provided above.

Temporary or emergency Design Guidelines may be adopted without compliance with the foregoing procedures, without notice, where no less than four of the five members of the Board find that immediate adoption of such Design Guidelines or amendments thereto is imperatively necessary for the preservation of Owner health, safety and welfare, and compliance with the procedures set forth above would be contrary to Owner interest. Notice of such findings and a statement of the reasons for the action shall be promptly given to each Owner together with the terms and substance of the temporary or emergency Design Guidelines or a description of the subjects and issues involved. Any temporary or emergency Design Guidelines or amendments thereto shall become effective upon adoption by the Board or on such a later date as is set forth in the temporary or emergency Design Guidelines or amendments thereto and shall be in full force and effect from that date for a period not to exceed three months, unless during that time the temporary or emergency Design Guidelines so adopted are made permanent by compliance with the provisions contained herein relating to the adoption of Design Guidelines other than temporary or emergency Design Guidelines.

The Design Guidelines adopted hereunder shall be certified by the Secretary or Assistant Secretary of the Association, and shall be on file in the office of the Association and available for inspection by any owner, prospective owner, or mortgagee of any property within SKYLAND, INITIAL FILING, during normal business hours. Said Design Guidelines shall have the same force and effect as if the same were set forth in and made a part of these Protective Covenants, without the necessity of amending these Protective Covenants.

8. Assessments The Association, acting through its Board of Directors, is further charged with the responsibility for and is granted the authority for enacting, adopting and enforcing assessments of the following classifications, including amendments or supplements thereof:

a. Operation and Maintenance Assessment An Operation and Maintenance Assessment, based upon a budget developed by the Association Board, will be levied upon all Owners subject to this assessment for the purpose of generating sufficient revenues to pay and discharge anticipated operational and maintenance expense. In developing the budget, the Board of Directors shall take into consideration all expenses which are reasonably foreseeable, and which are deemed to be necessary, prudent and desirable, for the purpose of performing the Association's duties and obligations under the Covenants and such Design Guidelines as may be adopted by the Association. Those expenses, which are deemed to be necessary, prudent and desirable may include, but not necessarily be limited to : (1) real property taxes on any property owned by the Association; (2) reasonable insurance coverage, including liability insurance for directors, agents and employees of the Association; (3) legal, accounting and audit fees; (4) salaries and utility costs for security; (5) capital projects of a general Owner benefit and reserves therefor; (6) office salaries; (7) payroll taxes and workmen's compensation; (8) contract labor; (9) office rent, utilities, supplies, postage and expenses; (10) printing; (11) directors' reimbursable expenses; (12) reasonable directors' fees; (13) design committee expenses; and (14) a reasonable reserve for contingencies.

b. Non-Compliance Assessment Should any Owner cause or allow to be caused any violation of the Declaration of Protective Covenants or any Design Guidelines adopted under the power and authority granted herein, and allow such violation to continue after written notice to such owner and the expiration of a reasonable time in which to comply, as set forth in the written notice, a Non-Compliance Assessment may be levied by the Board against such Owner. The amount of any such assessment may include: (1) costs incurred

by the Association in attempting to secure compliance, including reasonable attorney's fees; and (2) non-compliance penalties in such amounts as may from time to time be established by the Association's Board of Directors.

c. Emergency Assessments In addition to the specific assessments provided for herein, the Association, acting through the concurrence of at least four of the five members of the Board, may adopt, levy and enforce such emergency assessments as may be deemed necessary for the preservation and protection of the property subject to the Declaration of Protective Covenants.

The Operation and Maintenance Assessment shall be levied on an annual basis, but may be supplemented from time to time by the Board if necessitated by inadequate working capital, and all other assessments provided for herein shall be levied from time to time when and as determined by the Board of Directors of the Association in accordance with the Declaration of Protective Covenants, and the Association's Articles of Incorporation, its Bylaws, and its Design Guidelines.

Written notice of all assessments and amended or supplemental assessments shall be sent to every Owner subject thereto as soon as the amounts are determined, which notice shall specify due dates and available payment options, as determined in the sole discretion of the Board of Directors of the Association. If an assessment is not paid when due, then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof, including reasonable attorney's fees, become a continuing perpetual lien on the real property to which the assessment relates, which shall, except as hereinafter provided, bind such property in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. In addition to such lien rights, it shall be the personal obligation of the then Owner or Owners (jointly or severally) to pay any such assessment and such personal obligation shall continue even though the Owner's interest in the Lot or unit shall be transferred.

All sums assessed to any Owner pursuant hereto, together with interest thereon at a rate not to exceed eighteen percent (18%)

per annum, shall be secured by a lien on the Owner's real property in favor of the Association upon recordation of the notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such real property except for: (i) valid tax and special assessment liens on the real property in favor of any governmental assessing authority; (ii) a lien for all sums unpaid to any first mortgagee with a prior duly recorded lien, including all unpaid obligatory advances to be made pursuant to such mortgage, and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (iii) labor or materialman's liens, to the extent permitted by law. All other lienors acquiring liens on any real property subject to this Declaration shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instrument creating such lien.

To evidence a lien for sums assessed pursuant hereto, the Association shall prepare a written notice of assessment lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, a description of the real property to which said assessment relates, and the name of the record Owner of that real property. Such a notice shall be signed on behalf of the Association and shall be recorded in the office of the Clerk and Recorder of Gunnison County, Colorado. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure sale of the property by the Association in the same manner in which mortgages on real property may be foreclosed in Colorado, or in any other manner now or hereafter permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment lien and a release thereof, and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments, including interest, against the real property which shall become due during

the period of foreclosure, which amounts may be claimed in any proceeding for collection and included within the bid at any foreclosure sale without the necessity of filing additional notices of assessment. The Association is expressly authorized to bid at any foreclosure sale or other legal sale, and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with any real property so acquired, in the same manner as an Owner. A further notice stating the satisfaction and release of any such lien shall be executed on behalf of the Association and properly recorded in the real property records of Gunnison County, Colorado upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on real property subject hereto may pay, but shall not be required to pay, any amount secured by the liens created hereunder, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of real property any unpaid assessment or other default remaining unpaid or uncured for longer than sixty (60) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

The amount of any assessment provided for herein against any real property subject hereto shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation, together with costs and reasonable attorney's fees, may be maintained by the Association without foreclosing or waiving the lien securing payment of same. No Owner may avoid or diminish such real property or personal obligation by waiver of the use and enjoyment of any of his real property or by abandonment of his real property.

Upon receipt of written request from any Owner, mortgagee, prospective mortgagee, or prospective purchaser of real property subject hereto, the Association shall furnish a written statement of account relating to said real property and setting forth: (i)

the amount and nature of any delinquent assessments; and (ii) the amount of any advanced payments made, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request shall be complied with within thirty (30) days after receipt of same, all unpaid Operation and Maintenance Assessments which become due prior to the date of such request and which are attributable to said real property shall be subordinate to the rights of the person requesting such statement. A reasonable service fee in any amount necessary to reimburse the Association for its expense, as determined from time to time by the Board, shall be paid for furnishing the statement of account.

Subject to the provisions contained within the preceeding paragraph, a purchaser of real property subject hereto, except for any first mortgagee who comes into possession of any real property subject hereto pursuant to the remedies provided in its mortgage, or becomes an Owner of any real property subject hereto pursuant to foreclosure of its mortgage or by the taking of a deed in lieu thereof, shall be jointly and severally liable with his seller for all unpaid assessments against said real property so acquired which were incurred prior to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from his seller the amount paid by the purchaser for such assessment.

In addition to the penalties imposed above for failure to pay assessments imposed by the Association when due and owing, the Board may suspend voting rights of any Owner failing to pay such assessment when due and owing, may preclude participation in any meetings of the Association, its Board of Directors or its Design Committees by the Owner failing to pay such assessment when due and owing, or members of his immediate family.

ARTICLE VI

DESIGN REVIEW AND APPROVAL

1. Design Review Committee The Design Review Committee shall consist of a group of five persons, who shall be members of the Board of Directors of the Skyland Community Association, or who shall be appointed by the Board of Directors for terms not to

exceed five years. The Design Review Committee shall have and exercise all of the powers, duties and responsibilities set forth in this instrument, and shall enforce the provisions of this covenant.

2. Conduct of Business The Design Review Committee shall meet at the convenience of its members or may conduct its business by mail or telephone as often as necessary to transact its business. If the Design Review Committee consists of appointees members shall, at all times, be responsible to the Board of Directors of the Skyland Community Association.

3. Design Guidelines The Skyland Community Association will adopt and publish a document entitled "SKYLAND, INITIAL FILING", Design Guidelines. Said Design Guidelines will be based upon the content of this instrument, however, the content of the Design Guidelines will be more specific and detailed than this instrument. In the event of any conflict between this instrument and the Design Guidelines, the provisions of this instrument shall govern.

The Design Guidelines will cover, without limitation, the following areas of interest:

- Improvements on single family and duplex lots.
- Improvements on multifamily tracts, employee housing tracts, commercial tracts, maintenance tract, and clubhouse tract.
- Setbacks and easements.
- Clearing of trees and vegetation.
- Screening and landscaping.
- Drainage.
- Grading.
- Driveways.
- Parking.

Any improvements, structures, drainage facilities or other matters requiring Design Review Committee approval shall be designed in such manner as will mitigate or render insignificant geologic hazards which have been identified as potentially present in portions of SKYLAND, INITIAL FILING. Further and more specific information regarding location of said potential hazards is set

forth in a map prepared by Rocky Mountain Geotechnical, which map is on file with the offices of the Gunnison County Planning Staff and Building Department. Said potential geologic hazards are as follows:

A. Bog High ground water conditions, organic soils, and severe frost heave potential.

B. Down Slope Creep Anticipate accelerated lateral and vertical movement of near surface soils in a downslope direction.

C. Frost Heave Even though these areas lie above the water table, a moderate to severe potential for the formation of ice lenses and frost heave is felt to exist due to capillarity and the presence of free water at depth.

D. Rockfall Source Area, Glacial Primarily steeply sloping glacial features containing many boulder-sized rock fragments producing a rockfall hazard.

E. Rockfall Runout Zone, Glacial Areas where permanent structures may be subject to impact from moving talus derived from the above referenced glacial source area.

ARTICLE VII

GENERAL USE REQUIREMENTS

1. Land Use No lands within SKYLAND, INITIAL FILING shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the land uses indicated on the final plat and defined herein. All lots and tracts within SKYLAND, INITIAL FILING shall be designated as one of the following uses on the final plat as recorded with Gunnison County. Said lots and tracts shall only be used in the manner specified herein, subject to the provisions of this instrument and other regulations which may from time to time be adopted by the Skyland Community Association. Allowable land uses for the lots and tracts within SKYLAND, INITIAL FILING are:

A. Single Family Lot

One residential building containing one primary dwelling unit with an optional caretaker's apartment, which must be attached to or incorporated within the primary unit, and which shall not exceed 900 square feet.

Not less than one double car attached garage with doors is required for each single family lot plus at least one single car attached garage for any caretaker's apartment.

B. Duplex Lot

One residential building containing two primary dwelling units and no caretaker's apartment, or one residential building containing one primary dwelling unit with an optional attached caretaker's apartment.

Not less than one double car attached garage with doors is required for any primary dwelling unit, plus not less than one single car attached garage for the caretaker's apartment, if allowed.

C. Multi-family Tract

Condominium or townhouse residential type buildings with the total number of primary dwelling units not exceeding the number designated on the recorded plat of SKYLAND, INITIAL FILING.

D. Employee Housing Tract

Condominium, townhouse, or apartment residential type buildings with the total number of dwelling units not exceeding 100.

E. Commercial Tract

Condominium, townhouse or apartment residential type buildings with the total aggregate number of dwelling units on all of said tracts not exceeding 20. Commercial space for use as service station, stores and drygoods shops; restaurants, lounges, offices and services of which the total aggregate square footage of usable space on all of said tracts shall not exceed 100,000 square feet.

F. Clubhouse Tract

One or more buildings related to recreational and health activities such as but not limited to golf, tennis, swimming, racquetball, and handball, including restaurants and lounges, pro shops, toilets and locker

rooms, swimming pool, racquetball and handball courts, and tennis courts (indoor and outdoor).

2. Resubdivision No single family lot shall ever be resubdivided into smaller tracts or lots. Any Duplex, Multi-family Tract, Employee Housing Tract, and Commercial Tract may be further subdivided in accordance with the procedures set forth in this instrument and the Gunnison County Land Use Resolution.
3. Mining, Drilling, or Quarrying No mining, quarrying, tunnelling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, or earth, or geothermal resources shall ever be permitted within SKYLAND, INITIAL FILING except as required for soils and geology investigation required by this instrument, or during construction of approved improvements.
4. Nuisance No unsightly objects, activities or noises shall be erected or permitted on any lot or tract, and nothing shall be done or permitted which may be or become an annoyance or nuisance to other residents.
5. Signs No signs, including without limitation advertising signs, "for sale" signs, or billboards shall be erected or permitted on any lot or tract in SKYLAND, INITIAL FILING. Signs required within a Commercial Tract, Maintenance Tract, or Clubhouse Tract must be approved by the Design Review Committee prior to installation.
6. Animals No animals or poultry shall be kept in SKYLAND, INITIAL FILING except ordinary household pets (normally maintained within a dwelling) belonging to a property owner or resident. The Skyland Community Association may require any owner or resident to remove any animals or poultry that are in violation of this provision from SKYLAND, INITIAL FILING. All dogs must be kept in a dog run area, on a leash or chain, or under direct control of a person at all times. Not more than three domestic household pets shall be permitted per dwelling unit.
7. Water Wells There shall be no water wells drilled or placed on any lot or tract within SKYLAND, INITIAL FILING, except as may be required by the Skyland Metropolitan District. All units or

structures requiring domestic or yard water must connect to the Skyland Metropolitan District central domestic water system.

8. Sewage Disposal There shall be no individual septic or cesspool type sewage systems constructed within SKYLAND, INITIAL FILING. All units or structures requiring sewage disposal must connect to the Skyland Metropolitan District central sanitary sewer system, or any successor area-wide sewage treatment facility.
9. Utility Lines All water, sewer, gas, power, telephone, and cable television main, secondary, and service lines and cables installed within SKYLAND, INITIAL FILING must be buried underground and may not be carried on overhead poles or above the surface of the ground. No permanent improvements may be constructed upon any easements shown upon the recorded plat of SKYLAND, INITIAL FILING, except with the prior written consent of the Skland Community Association.
10. Tanks No above ground tanks of any kind shall be erected, placed or permitted within SKYLAND, INITIAL FILING. Any tank installed within SKYLAND, INITIAL FILING, including tanks for the storage of gasoline, propane, oil, and water shall be completely buried in accordance with applicable building codes.
11. Firearms No firearms, fireworks, bows and arrows, cross-bows, or other weapons or explosives of any kind or character may be discharged or utilized in any manner within SKYLAND, INITIAL FILING, except explosives utilized in conjunction with construction approved by the Design Review Committee.
12. Vehicular Storage No trailer, house trailer, mobile home, tent, truck, camper, boat or motor home shall be kept, placed or maintained upon any lot for longer than 48 hours except within a garage, nor shall the same be parked on any roads within SKYLAND, INITIAL FILING. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement permitted under the Declaration of Protective Covenants or Design Guidelines.
13. Temporary Structures No accessory structure or building shall be constructed, placed, or maintained upon any lot or tract prior

to the construction of the main structure thereon; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained only during and used exclusively in connection with the construction of the main structure of the residence.

14. Recreational Vehicles No trailer, automobile, truck or other vehicle, or boat shall be constructed, reconstructed, repaired, or stored except in a garage.

15. Clotheslines Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard designed in accordance with the Design Guidelines and shall not be visible from neighboring property or roads.

16. Mailboxes All mailboxes and newspaper receptacles shall conform to such design criterion as is formulated by the Design Guidelines, and the location of mailboxes shall be as specified by the Design Review Committee.

17. Exterior Fires There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor.

18. Exterior Antenna No exterior antenna or reception discs of any type shall be permitted.

19. Camping Camping shall be prohibited anywhere within SKYLAND, INITIAL FILING.

20. Garage Doors All garages must have doors which shall remain closed except when required to be open for entry or exit of vehicles or persons.

21. Unsightly Growth All Owners will be required to mow, cut, prune, clear, and remove from their land any unsightly brush, weeds, or other unsightly growth, and further, to remove from their land any growth infected with noxious insects or contagious plant diseases, all as determined in the sole discretion of the Association, and to remove any trash which may collect or accumulate on their lots.

22. Solicitors Solicitors, peddlers, hawkers, itinerant merchants, and transient vendors of merchandise, shall not enter any lot or tract for the purpose of conducting their business, without prior request or invitation by the Owner of same.

OPERATION AND MAINTENANCE REQUIREMENTS

1. Rubbish, Trash, and Garbage Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary container. All containers or other equipment for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a sanitary condition and shall be kept inside a building or an enclosed and screened structure. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises, except at such times as the same is being collected by the appropriate refuse collection company, and then only in metal containers. All rubbish and trash shall be removed from all lots and tracts in SKYLAND, INITIAL FILING and shall not be allowed to accumulate and shall not be burned or disposed of anywhere within SKYLAND, INITIAL FILING.
2. Damaged Structures Any dwelling unit or other structure damaged by weather, fire, flood, vandalism or in any other manner, shall be completely repaired, reconstructed or completely removed within three (3) months of the date when damage occurred. In the event the structure or building is removed, the site must be cleaned of rubble, stabilized and landscaped to prevent erosion and to eliminate any unsightly appearance.
3. Failure to Maintain In the event the owner of any lot, tract, or structure within SKYLAND, INITIAL FILING shall fail to maintain his property or structure in a satisfactory manner, the Board of Directors of the Skyland Community Association shall have the right, through its agents or employees, to enter upon said property and to repair, maintain, and restore the property or structures to an acceptable condition. All costs incurred as a result of such action shall be borne by the owner of the lot, tract, or structure, or shall become a lien on the property, in the same manner as is herein specified for non-payment of assessments.
4. Recreation Restrictions
 - A. Cross country or any other form of skiing is prohibited in the travel lanes of any road or street owned, operated, or

maintained by the Skyland Metropolitan District. Cross country skiing may be allowed in all open space, subject to certain restrictions and limitations that may, from time to time, be imposed by the Board of Directors of the Skyland Metropolitan District.

B. The use of snowmobiles or other mechanized over-the-snow vehicles anywhere within SKYLAND, INITIAL FILING is prohibited, except as may be authorized by the Board of Directors of the Skyland Metropolitan District for the purpose of cutting and packing cross-country ski trails.

C. Trail bikes, mini-bikes, motorcycles, all-terrain vehicles, or other motorized vehicles not licensed by the State of Colorado may not be operated within SKYLAND, INITIAL FILING.

ARTICLE IX

RESTRICTIONS ON OPEN SPACE

1. Improvements No improvements of any kind or nature shall be constructed or allowed to remain on any land designated on the recorded plat of SKYLAND, INITIAL FILING as Open Space except lakes and ponds, bridle paths, fences, trails, park facilities, or similar improvements for the benefit of or use of all lot owners or residents of SKYLAND, INITIAL FILING. Any improvements to be made upon Open Space shall first be approved by the Skyland Metropolitan District, and shall conform and harmonize in appearance, siting, and cost with the overall development scheme of SKYLAND, INITIAL FILING.

2. Landscaping No trees or brush existing on any Open Space shall be felled or trimmed, no natural areas shall be cleared, nor shall any vegetation, rocks or soil be damaged or removed, nor any landscaping performed on any Open Space area unless first approved in writing by the Design Review Committee.

3. Temporary Building No temporary house, house trailer, travel trailer, recreation vehicle, horse trailer, tent, or other temporary or movable structure shall be placed, erected, or allowed to remain on any Open Space area.

4. Ownership, Operation, and Maintenance All Open Space shall be owned, operated, and maintained by the Skyland Metropolitan

District. However, it is the intention of this instrument that all Open Space shall remain as such and shall at all times remain under the ownership of the Skyland Metropolitan District and be available for use by the residents of the District, and their guests.

5. Vehicles Trail bikes, mini-bikes, motorcycles, all-terrain vehicles, or other motorized vehicles may not be utilized within the Open Space.

ARTICLE X

RESTRICTIONS ON GOLF COURSE

1. Ownership, Operation, and Maintenance The Skyland Metropolitan District will at all times be responsible for ownership, operation, and maintenance of the golf course. The Skyland Metropolitan District may enter into an agreement or contract with a firm that specializes in golf course operation and maintenance, which contract will allow the firm contracted with to operate and maintain the entire eighteen hole course and the practice range, practice green, and related golf facilities.

3. Use of the Golf Course The golf course, practice range, and practice green will at all times be open for use by the general public, the only exception being for scheduled tournaments or scheduled league play. Use of the course will be subject to regularly scheduled hours of play.

4. Restricted Uses The golf course shall be used for those purposes for which it was designed and constructed; other recreational uses may be allowed only by resolution of the Skyland Metropolitan District. Snowmobiling, motorcycling, bicycling, and horseback riding will never be allowed within the limits of the golf course. The Skyland Metropolitan District may from time to time allow special uses of the golf course which have not been provided for in this instrument.

ARTICLE XI

ENFORCEMENT, DURATION, AND AMENDMENT

1. Right of Enforcement The Declaration of Protective Covenants and the restrictions, covenants, and conditions contained herein are for the benefit of the Owners, jointly and severally, and for

the benefit of the Association and may be enforced by an action for damages, whether actual, punitive, or both, suit for injunction, mandatory or prohibitive, or such other appropriate legal remedy as may be available, including reasonable attorneys' fees and costs incurred therein, instituted by one or more Owners, the Association, the Design Review Committee, Gunnison County, Colorado, or any combination thereof; provided, however, that prior to the commencement of any enforcement proceedings by an Owner, that Owner shall advise the Association Board in writing of the claimed violation, and the Board shall thereafter have a period of thirty (30) days in which to attempt to compel compliance or commence enforcement proceedings in its name. In the event the Association Board fails or refuses to act to remedy the claimed violation within the time period above specified, then and only then may an Owner, separately, and at his sole cost and expense, attempt to enforce the Declaration of Protective Covenants. No action shall be brought or maintained against the Board or members thereof in the event the Board elects to take no action with respect to alleged violations of the Declaration of Protective Covenants for SKYLAND, INITIAL FILING.

2. Covenants to Run With Land All of the the articles contained within this instrument shall be a burden on the title to all of the lands within the boundaries of SKYLAND, INITIAL FILING, and the benefits thereof shall be guaranteed to the owners of all the lands within SKYLAND, INITIAL FILING, and the benefits and burdens of all said covenants shall run with the title to all of the lands in SKYLAND, INITIAL FILING.

3. Term of Covenants All of the articles contained in this instrument shall continue for a period of at least thirty (30) years from the date of adoption. At the end of the thirty (30) year period, the Board of Directors of the Skyland Community Association shall have the right to renew the term of this instrument for an additional thirty (30) years or to adopt a new or revised set of covenants.

3. Amendment The conditions, restrictions, stipulations, agreements, and covenants herein contained, as well as the

recorded plat of SKYLAND, INITIAL FILING, and any supplemental plats as specified in Article II hereof, shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the then Owners of seventy-five percent of the lots and tracts within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

4. Until such time as seventy-five percent of the lots within the subdivision have been conveyed to third persons by the Declarants, these Covenants and the recorded plat of SKYLAND, INITIAL FILING shall not be waived, abandoned, terminated or amended except upon the written consent of the Board of Commissioners of Gunnison County, Colorado.

5. Severability Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining articles, parts, or clauses, which shall remain in full force and effect.

6. Adoption Clause IN WITNESS WHEREOF, the foregoing Declaration of Protective Covenants, SKYLAND, INITIAL FILING, are hereby duly adopted, and shall continue for the original term of such covenants from this date of October 6, 1981.

SKYLAND PROPERTIES, a Colorado
limited partnership

By

Jack D. Blanton
Jack D. Blanton, general partner

Jack D. Blanton
Jack D. Blanton

Nancy Blanton
Nancy Blanton

Bud F. Garland
Bud F. Garland

Dolores Garland
Dolores Garland

Gary F. Garland
Gary F. Garland

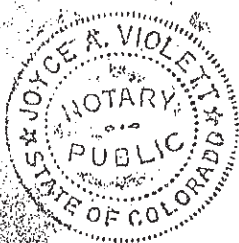
STATE OF COLORADO

BOOK 574 PAGE 172

County of Gunnison

The foregoing Declaration of Protective Covenants were acknowledged before me this 17th day of November, A.D. 19 81 by Jack D. Blanton as general partner of Skyland Properties, a Colorado limited partnership, Jack D. Blanton, Nancy Blanton Bud F. Garland Dolores Garland, and Gary F. Garland.

Witness my hand and official seal.
My commission expires: Oct. 20, 1984



Joyce A. Violet
Notary Public
P.O. Box 179
Gunnison, CO 81230

DECLARATION OF PROTECTIVE COVENANTS

SKYLAND, INITIAL FILING

A part of Sections 1 and 12, Township 14 South Range 86 West and of Sections 6 and 7, Township 14 South, Range 85 West, Sixth Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows:

Beginning at the North 1/4 corner of said Section 12; thence N89°09'47"W along the North line of the Northwest quarter of said Section 12 a distance of 356.26 feet to the centerline of the Slate River, said centerline also being the Easterly line of Riverbend Subdivision as platted; thence along said centerline and said Easterly line of Riverbend Subdivision the following four courses: (1) thence S11°45'00"W, 390.75 feet; (2) thence S26°42'00"E, 192.50 feet; (3) thence S50°44'00"E, 301.00 feet; (4) thence S24°59'00"E, 287.00 feet to the West line of said Northeast quarter of Section 12; thence S 0°17'01"E along the West line of said Northeast quarter a distance of 1303.23 feet to the Northerly line of that parcel described in Book 291 at page 45 of the Gunnison County records, thence along said Northerly line of said parcel the following three courses: (1) thence S58°26'31"E, 223.14 feet; (2) thence S31°33'29"W, 50.00 feet; (3) thence along a non-tangent curve to the right having a radius of 1960.00 feet, a central angle of 1°23'45", a chord length of 47.74 feet, a chord bearing of S57°44'28"E, an arc length of 47.75 feet; thence proceeding along the Northerly right-of-way boundary of Gunnison County Road No. 738, first N88°55'33"E, 134.36 feet; thence N35°08'23"E, 270.17 feet; thence N41°56'35"E, 1244.61 feet to the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 12, thence S89°12'02"E along the North line of said Southeast quarter of the Northeast quarter of Section 12 a distance of 15.65 feet to the Westerly line of said tract described in Book 268 at page 312 of the Gunnison County records, thence along said tract described in Book 268 at page 312 the following three courses: (1) thence N34°29'48"E, 894.77 feet; (2) thence S88°27'46"E, 812.75 feet to the Westerly line of Lot I of said Section 7; (3) thence N89°38'54"E, 1275.84 feet to the Easterly line of said Lot I-Section 7; thence N0°09'00"W along said Easterly line of Lot I of Section 7 a distance of 582.52 feet to the Southeast corner of Lot VII of said Section 6; thence N0°20'16"W along the Easterly line of said Lot VII and Lot VI of said Section 6 a distance of 2645.00 feet to the Northeast corner of said Lot VI; thence S89°55'16"W along the North line of said Lot VI a distance of 1242.05 feet to the East 1/4 Corner of said Section 1; thence N0°16'08"E along the East line of said Northeast quarter of Section 1, 650.00 feet; thence N89°43'52"W, 175.00 feet; thence S0°16'08"W, 71.36 feet; thence S57°38'50"W, 257.04 feet; thence S32°21'10"E, 210.00 feet; thence S43°02'33"W, 297.55 feet; thence along a curve to the left having a radius of 586.58 feet, a central angle of 17°34'57", a chord bearing of N67°52'08"W, a chord of 179.30 feet, 180.01 feet; thence N76°39'36"W, 150.01 feet; thence along a curve to the right a distance of 631.42 feet, said curve having a radius of 798.04 feet, a chord which bears N53°59'36"W, 615.08 feet and a central angle of 45°20'00"; thence N31°19'36"W, 106.57 feet; thence S58°40'24"W, 80.00 feet; thence S31°19'36"E, 106.57 feet; thence along a curve to the left a distance of 694.72 feet, said curve having a radius of 878.04 feet, a chord which bears S53°59'36"E, 676.74 feet, and a central angle of 45°20'00"; thence S76°39'36"E, 150.01 feet; thence along a curve to the right a distance of 456.81 feet, said curve having a radius of 506.58 feet, a chord which bears S50°49'36"E, 441.49 feet, and a central angle of 51°40'00";

thence S24°59'36"E, 326.97 feet; thence along a curve to the right a distance of 274.83 feet, said curve having a radius of 335.00 feet, a chord which bears S01°29'28"E, 267.19 feet, and a central angle of 47°00'17"; thence S22°00'41"W, 504.74 feet; thence on a curve to the right a distance of 39.27 feet, said curve having a radius of 25.00 feet, a chord which bears S67°00'41"W 35.36 feet, and a central angle of 90°00'00"; thence N67°59'19"W 75.00 feet; thence along a curve to the right a distance of 193.58 feet, said curve having a radius of 235.98 feet, a chord which bears N44°29'19"W 188.19 feet, and a central angle of 47°00'00"; thence along a curve to the left a distance of 451.31 feet, said curve having a radius of 550.18 feet, a chord which bears N44°29'19"W 438.77 feet, and a central angle of 47°00'00"; thence N67°59'19"W 284.74 feet; thence S22°00'41"W 80.00 feet; thence S67°59'19"E 161.34 feet; thence S22°00'41"W 47.50 feet; thence S72°17'40"W 871.26 feet; thence N57°02'44"W 207.68 feet; thence N04°06'49"E 373.11 feet; thence N17°05'20"W 575.27 feet; thence N17°30'47"E 640.06 feet; thence N18°18'05"W 447.21 feet; thence N60°18'00"W 209.65 feet; thence S74°08'26"W 223.31 feet; thence N53°54'12"W 288.43 feet; thence N28°22'14"W 1755.06 feet to the North line of the East half of the Northwest quarter of said Section 1; thence N89°13'34"W along the North line of said East half of the Northwest quarter 340.00 feet to the Northwest corner of said East half of the Northwest quarter; thence S0°25'34"W along the West line of said East half of the Northwest quarter 2647.76 feet to the Southwest corner of said East half of the Northwest quarter; thence S89°29'48"E along the South line of said East half of the Northwest quarter, 1322.57 feet to the center 1/4 corner of said Section 1; thence S0°30'37"W along the West line of the Southeast quarter of said Section 1 a distance of 2633.64 feet to the Point of Beginning, containing 381.820 acres more or less, in Gunnison County, Colorado.