

**NOTICE OF ELECTION TO EXTEND
THE
PROTECTIVE COVENANTS
FOR
TWIN CREEK MEADOWS ROAD ASSOCIATION**

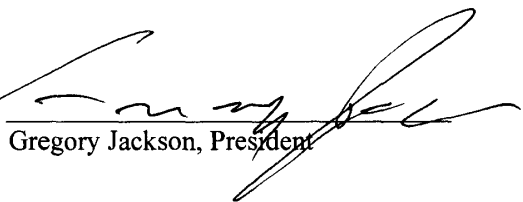
In accordance with the provisions of the Protective Covenants ("Covenants") of the Twin Creek Meadows Road Association, a Colorado non-profit corporation (the "Association"), dated November 9, 1977, as recorded in Book 1812, page 992, of the Larimer County, Colorado, records, notice is hereby given that the members of the Association, at a meeting duly called on August 31, 2007, elected to amend the Covenants to extend the term of said Covenants for an additional thirty (30) years, until November 9, 2037. The affirmative vote, by a majority of the members of the Association, was sufficient to so amend the Covenants to extend the term, in accordance with paragraph 13 of said Covenants.

Now, therefore, be it known that the terms of the Protective Covenants of the Twin Creek Meadows Road Association have been duly amended to extend the term of the Protective Covenants for a period of thirty (30) years until November 9, 2037.

The land covered by the Protective Covenants is located in Larimer County, Colorado, and described on Exhibit A attached hereto and made a part hereof.

In witness whereof, Twin Creek Meadows Road Association has caused these presents to be executed by Paul Pomeroy, its duly elected President, this 4th day of March, 2009.

Twin Creek Meadows Road Association
a Colorado non-profit corporation

By: 
Gregory Jackson, President

Attest:



Niha Jackson, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The above and foregoing was sworn to and acknowledged before me this 4~~th~~ day of
March, 2009, by Gregory Jackson, President of the Twin Creek Meadows Road Association.

Witness my hand and official seal.

My commission expires: 3-20-2009



Kate Miller
Notary Public

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EXHIBIT "A" ATTACHED TO AND MADE A PART OF THE NOTICE OF ELECTION TO
EXTEND THE PROTECTIVE COVENANTS FOR TWIN CREEK MEADOWS ROAD
ASSOCIATION

Legal Description

Township 12 North, Range 70 West of the 6th P.M.

- Section 29: All lying West of a line described as follows:
Starting at a point which bears S 89°35' W 1047.4 feet from the Northeast corner of
said Section 29; thence S 04°00' E to the South line of said Section;
- Section 31: All;
- Section 32: All that part of Section 32 described as follows:
Beginning at the Northeast corner of said Section; thence along the North line N
89°55' W 703.3 feet to the county road; thence Southeasterly along the Easterly line
of said county road to the intersection with the East line of said Section; thence North
along said East section line 2,016 feet to the point of beginning;
- Section 33: All, except that portion of said Section 33 described as follows: Beginning at the
Southwest corner of said Section; thence North along the West line 3,267 feet to the
center-line of the county road; thence Southeasterly along the said county road to the
intersection of the South line of said Section; thence along said line S 89°52' W 972
feet to the point of beginning, containing 36.43 acres.

PROTECTIVE COVENANTS
FOR
TWIN CREEK MEADOWS ROAD ASSOCIATION

WHEREAS, the undersigned are the owners of real property located in the County of Larimer, State of Colorado, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and hereinafter referred to as "the Property" and

WHEREAS, the undersigned desire to provide for the maintenance of roads and desire to establish certain standards covering the Property by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property, and to this end, together with such additions as may hereinafter be made thereto, the covenants, restrictions, easements, charges, and liens as hereinafter set forth, and

WHEREAS, the undersigned deem it desirable for the efficient preservation of the values and amenities of said Property to create an agency to which should be delegated and assigned the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, the undersigned will incorporate under the laws of the State of Colorado as a non-profit corporation, the Twin Creek Meadows Road Association (hereinafter referred to as "the Association") for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the undersigned do hereby publish and declare that in addition to the ordinances of the County of Larimer, State of Colorado, the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations, and obligations shall be deemed to run with the land and shall be a burden and benefit to the undersigned, their successors, and assigns, and any persons or entity acquiring or owning an interest in the real property and improvements, their grantees, and their heirs, executors, administrators, devisees, successors, or assigns.

1. Board of Directors and Architectural Control.

A. Board of Directors. The governing body of the Association shall be the Board of Directors, as provided in the Articles of Incorporation and the By-Laws of the Association. Unless otherwise stipulated in the Articles of Incorporation or the By-Laws of the Association, the Board of Directors shall serve as the Architectural Control Committee.

B. Architectural Control. No building or other structure, including but not limited to dwellings, sheds, garages, and outbuildings shall be erected, placed, or altered on any lot, tract or parcel of the Property until the plans and specifications along with a plot plan (submitted in duplicate) showing the location of the structure have been approved by the Architectural Control Committee, which plan shall, among other things, show the type of exterior

material and finish, exterior design, existing structures, if any, and location of the structure with respect to topography and finished grade. Should the Architectural Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or tract within thirty (30) days after written request therefor, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any lot or tract which violates any of the covenants or restrictions contained herein.

At the time said plans and specifications are approved, the builder or owner shall proceed diligently with the construction, and the exterior of any such structure shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond the eighteen (18) month construction period for good cause and when such extension is requested by the owner.

Any member of the Architectural Control Committee may designate any other member to act for him. In the event of the death or resignation of any member of the Board of Directors/Architectural Control Committee, the remaining members shall have full authority to designate a successor. An election shall be held at the next regularly scheduled meeting of the members of the Association following such death or resignation to designate or re-designate the Board of Directors/Architectural Control Committee. No member of the Board of Directors/Architectural Control Committee shall be entitled to any compensation for services performed pursuant to these covenants.

2. Land Use and Building Type.

No parcel of land shall be used for any purpose other than single-family residential. No buildings other than a single-family dwelling with a private attached or unattached garage (if desired) or unattached pump house (if desired), non-residential outbuildings and structures such as a barn, stable, or corral for use specifically in connection with the care of livestock permitted under these covenants, or the maintenance of equipment, or two guest houses, shall be erected, placed, or permitted to remain on any lot or tract;

3. Building Location and Easements.

No building or other structure shall be located so as to interfere with any easement. There shall be a right-of-way easement thirty (30) feet in each direction from the center line of all existing and proposed roads. There shall be a twenty (20) foot utility easement adjacent to and parallel with all such road right-of-ways, lot lines, and section lines. There shall be utility guying easements on all lots or tracts as required by the utility involved.

4. Nuisance.

Nothing which may be or may become annoying or a nuisance to other lot or tract owners shall be permitted on any lot or tract. No obnoxious or offensive activity or commercial business or trade shall be carried on upon any lot or tract, except that professional

offices such as those of a doctor, lawyer, dentist, or engineer may be maintained within the main dwelling. For purposes of this covenant, ungaraged or unstored inoperative automobiles, machines, or other equipment which remain on any lot or tract for longer than ninety (90) days is a nuisance.

5. Temporary Residence.

No structure of a temporary character, trailer, mobile home, basement, tent, or accessory building shall be used on any lot or tract as a residence. However, a pickup camper, camper trailer, or motor home, may occupy a lot if the lot has a permanent residential structure thereon. A pickup camper or camper trailer may occupy a lot for a period not to exceed eighteen (18) months for construction purposes during the construction of the initial residential structure. In addition, a camper trailer, tent or pickup camper may occupy a lot or tract for a period not to exceed one hundred twenty (120) days per calendar year. The Architectural Control Committee may grant relief from this provision when good cause is shown.

6. Refuse and Rubbish.

Rubbish, refuse, garbage, and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the Property, and shall be disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, sanitary condition.

7. Livestock.

Any lot or tract may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited; the livestock shall not be permitted to run loose and shall be properly cared for with adequate maintenance, food, and shelter. It shall be the responsibility of the owner to fence the lot or tract when livestock are to be maintained on such lot or tract.

8. Fences.

Fences shall be permitted on individual lots or tracts provided, however, that any fence shall be so constructed as to not interfere with the easements required for access to adjoining lands, unless cattle guards are installed in place of gates.

9. Roads.

All roads within or providing access to the Property shall be considered as private roads for the private use of the members of the Association and their guests. The ownership of said roads shall be in the Association, and the maintenance of said roads shall be the responsibility of said Association.

10. Road Maintenance.

The following Road Maintenance Agreement shall be and becomes a covenant upon the land and running therewith.

A. All owners of any lot or tract shall be members of the Association and shall be obligated to maintain the roads and to bear the costs thereof from and after January 1, 1978. The amount of the cost which shall be paid by each lot or tract owner shall be determined by dividing the total cost of maintenance by the total number of lot or tracts within the Property, and the owner or owners of each lot or tract shall pay his proportionate percentage share of said cost. For purposes of this determination and for determining the membership of said Association, persons owning a lot or tract in joint tenancy or tenancy in common shall be considered to be the owner of one (1) lot or tract of land and entitled to one (1) vote, and each unit of land shall be considered as one (1) unit in prorate share of expense. If a person or persons own more than one (1) lot or tract, he or they shall nonetheless be responsible for payment of the costs allocated to one lot or tract only. In the event any lot or tract is resubdivided, each person or persons purchasing a portion of any such subdivided lot or tract shall be an owner for purposes of this Road Maintenance Agreement and shall be obligated to maintain the roads and to bear the cost thereof as herein provided.

B. At no time shall any owner of any lot or tract be obligated to pay more than forty dollars (\$40.00) in any one (1) year for road maintenance. This provision may be waived by the express consent of any tract owner who wishes to pay in excess of this amount in any one (1) year. This limit may be revised as future needs dictate by the Association as provided in the By-Laws or Articles of Incorporation of the Association.

C. In the event that an expense is incurred for road maintenance, repair, or development, any lot or tract owner may enforce the terms and conditions of this Agreement in any Court of law or equity and may obtain a judgment therefor.

D. It is covenanted and agreed that the terms and conditions of this Agreement shall be for the mutual use and benefit of all the present and future lot or tract owners and that this Agreement shall constitute covenants that run with and are attached to the land.

E. All payments are to be made to the Association. In the event that said Association shall fail or refuse to act, then the owners of the lots or tracts themselves may, by a two-thirds (2/3) majority vote of their number, determine to whom payments shall be made and the manner and time of payment.

11. Enforcement.

Enforcement of these covenants shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due, or for such other and further relief as may be available. The failure to enforce or to cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation of these covenants whether said violation shall be of the same or a different provision within these covenants. The statute of limitations applicable now or in the future is hereby waived for said enforcement purposes.

12. Severability.

Should any part or parts of these covenants be declared invalid or unenforceable by any Court of competent jurisdiction, such decisions shall not affect the validity of the remaining covenants.

13. Duration and Alteration of Protective Covenants.

The herein included agreements, covenants, restrictions, and conditions shall run with the land, shall be binding upon all persons owning lots, tracts, or parcels of the Property and persons hereinafter acquiring said lots, tracts, or parcels of the Property and shall be in effect for a period of thirty (30) years from and after the date of these covenants. after which period said covenants shall cease to be and be of no further force and effect unless the owners of a majority of the lots or tracts, shall elect, in writing duly filed to extend said covenants for an additional specified period, at which time these covenants shall cease to be and be of no further force and effect unless similarly extended for an additional period or periods. Provisions for maintenance of the roads shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said road maintenance.

These protective covenants may be altered in whole or in part at any time the then record owners of two-thirds (2/3) of the lots or tracts elect, through a duly written and recorded instrument.

14. General Reservations.

The undersigned, their successors and assigns, shall have the right to bring within the scheme of these Protective Covenants and the structure of the association additional properties in accordance with a general plan of development. Such additions shall be made by filing of record a supplement to these Protective Covenants. Such supplement may contain such additions and modifications of these Protective Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these Covenants. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by these Protective Covenants with respect to the Property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of November, 1977.

WESTERN LAND AND INVESTMENT CORPORATION,
a Wyoming corporation

By: Karl Schakel
KARL SCHAKEL, President

Mike O'Dell
MIKE O'DELL, Secretary

EXHIBIT A✓ Township 12 North, Range 70 West of the 6th P.M.

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- Section 32: All that part of Section 32 described as follows:
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