

Re-recorded (629576) to reflect omitted line

DECLARATION OF COVENANTS AND CONDITIONS

THIS DECLARATION OF COVENANTS AND CONDITIONS made this _____ day of _____, 2009 by SCOTT L. MOSHER, PATRICK G. FELTS & DONNA L. FELTS, JAMES L. LYNCH & JANET C. LYNCH, JACK GAFNEY, JR., and MARK S. BOHATY & CONNIE L. BOHATY hereinafter collectively referred to as "Declarant";

RECITALS

1. Declarant is the owner in its entirety of certain real property situate in the County of Teller, State of Colorado described as follows:

a. Owned by Declarant, SCOTT L. MOSHER:

23/24-15-70 14724 PT IRONSIDES LYING S & E OF STARS & STRIPES
MS 14663 MS

b. Owned by Declarant, PATRICK G. FELTS & DONNA L. FELTS:

23/24-15-70 10457 BLACK HAWK EXC PT IN CONFLICT WITH MINNIE ELLA SR

c. Owned by Declarant, JAMES L. LYNCH & JANET C. LYNCH:

23-15-70 10039 PT GOLD PLUM NO 2 LYING E OF DENVER EXTENSION MS
8914 AND W OF QUEEN ANN MS 10593 MS

d. Owned by Declarant, JACK GAFNEY, JR.:

24-15-70 11006 OLLIE MS

e. Owned by Declarant MARK S. BOHATY & CONNIE L. BOHATY:

23-15-70 14663 STARS & STRIPES MS

f. Property to be included hereunder shall also include other property in the vicinity of the above described property that the owner thereof voluntarily consents to having be subject to these Covenants and the Association Documents for the SIGNAL HILL HOA, INC. and who voluntarily consents to becoming a member of the Association. To accomplish having his/her/its property included hereunder, such property owners shall consent in writing to having their property become subject to these Covenants and the Association Documents on a case by case

basis, which consent document shall be recorded in the real estate records for Teller County, Colorado,

hereinafter referred to as the "Property".

2. Declarant is desirous of protecting, promoting, and preserving the present and future values of the property and to provide for enforcement of this Declaration.

NOW THEREFORE, in consideration of the premises and the benefits to be enjoyed by present and all future owners of the property or any portion thereof, Declarant hereby declares that all of the subject real Property shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to this Declaration, which is established, declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of said subject Property, and which shall run with the land and shall be binding upon and inure to the benefit of all persons having or who acquire any right, title or interest in and to said real property or any part thereof, and shall inure to the benefit of the Declarant, its successors and assigns, and each person who becomes an owner of any portion of the subject real Property (hereinafter collectively called the "Property Owners") and each separately described portion of the subject Property shall hereinafter be referred to as a "Lot".

ARTICLE I

PROPERTY OWNER'S ASSOCIATION

1. The Declarant has formed or caused to be formed and established a property owner's association known as SIGNAL HILL HOA, INC. which is a non-profit corporation established pursuant to the laws of the State of Colorado herein referred to as the "Association". It shall be mandatory upon taking ownership of any portion of the Property or any lot or upon any property owner voluntarily consenting to having his/her/its property become subject to the Covenants and the Association Documents, that each Property Owner shall become a member of the Association. Each Property Owner shall be subject to the Bylaws and the rules and regulations of the Association which are incorporated herein by reference. The Association has been established to provide services not provided by governmental authorities and to regulate community activities and facilities and to enforce these protective covenants.

2. The Bylaws of the Association provide, and by inclusion herein these Covenants do hereby provide, that mandatory assessments may be made by the Association on each Property Owner for common expenses and that such assessments shall become a lien on the Property of such Property owner.

3. The Association has taken or will take a Lease or an assignment of a Lease from the

Bureau of Land Management for a road or roads which constitutes the legal access to the Property for ingress, egress and utilities. The common expenses for which the Association assesses the Property Owners hereunder include, but are not limited to, the maintenance of the said road as required under the terms of the Lease.

4. The initial Declarants hereunder, at the time of executing these Covenants shall each contribute \$150.00 per property owned to the SIGNAL HILL HOA, INC. as a membership fee for the initial formation expenses. The same fee shall be applicable to any other owners who voluntarily consent to having his/her/its property become subject to the Covenants and the Association Documents, and becoming a member of the Association within 8 weeks of the recording of these Covenants. Thereafter the membership fee for other owners who voluntarily consent to having his/her/its property become subject to the Covenants and the Association Documents, and becoming a member of the Association shall be \$500.00 per property. This fee is in addition to the annual assessment for common expenses under the By Laws of the HOA.

ARTICLE II

COVENANTS AND CONDITIONS

1. ACCESS AND RIGHT OF WAY: The purpose of these Covenants and of the Association is to be the Lessee, from the Bureau of Land Management as Lessor, of roads and rights of way for ingress, egress and utilities to the Property, and to manage and maintain such roads and rights of way. The Association shall be responsible for management and maintenance of the roads for access, ingress, egress and utilities to the Property and shall manage and maintain such road(s) for the benefit of the members of the Association. Any roadway used to access the Property or any adjacent properties shall not be gated at any time for any reason. Owners of lots may have the option, with Board of Directors of the Association approval first obtained, of fencing the road out, leaving a 30 ft wide ingress, egress and utility roadway and right of way or, again with Board of Directors of the Association approval first obtained, installing cattle guards to County specifications.

ARTICLE III

ENFORCEMENT

Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto by any Lot owner. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate same, by injunction either mandatory or prohibitive, or to recover damages or by any other appropriate legal remedy. The Association or the owner of any Lot shall have the right to seek enforcement of these covenants and shall be entitled to recover, in addition to the legal or equitable remedy sought, its costs and a reasonable attorney's fee.

ARTICLE IV

MISCELLANEOUS

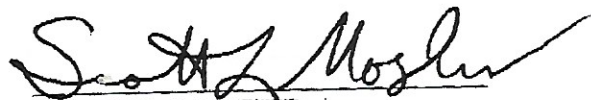
1. These Covenants and all portions of this Declaration are for the benefit of the lot owners, jointly and severally, and all of the Covenants and all portions of this Declaration are to run with the land and shall inure to and be binding upon each lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any lot subject to this Declaration.

2. Except as this Declaration may be amended or terminated in the manner set forth herein, the provisions hereof may not be waived, modified or terminated and a failure to enforce same shall not constitute a waiver or impair the effectiveness or enforceability of this Declaration; nor shall the failure or neglect of enforcement of the Covenants and Conditions contained herein in any way invalidate this Declaration or any part thereof, nor operate as an impediment to its subsequent enforcement.

3. Unless sooner terminated as provided herein, the terms and conditions hereof shall remain in full force and effect for a period of twenty (20) years from the date these covenants are recorded and shall be automatically renewed for successive periods of ten (10) years each unless an instrument signed by 100% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

4. If any of the terms or conditions contained herein shall be held invalid or become unenforceable, the other terms and conditions hereof shall in no way be affected or impaired but shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.


SCOTT L. MOSHER


PATRICK G. FELTS

Donna L. Felts
DONNA L. FELTS

James L. Lynch
JAMES L. LYNCH

Janet C. Lynch
JANET C. LYNCH

Jack Gaefney, Jr.
JACK GAENEY, JR.

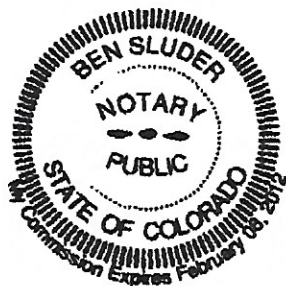
X Mark S. Bohaty
MARK S. BOHATY

X Connie L. Bohaty
CONNIE L. BOHATY

STATE OF Colorado)
) ss.
COUNTY OF Teller)

Subscribed, sworn to and acknowledged before me by SCOTT L. MOSHER, this 28th
day of July, 2009.

My commission expires: 02-08-2012

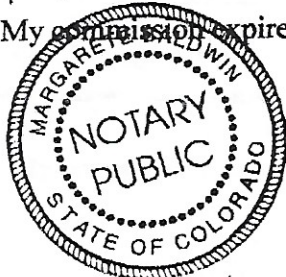


B. Sluder
Notary Public

STATE OF Colorado)
COUNTY OF Teller) ss.

Subscribed, sworn to and acknowledged before me by PATRICK G. FELTS, this 27th
day of August, 2009.

My commission expires: MY COMMISSION EXPIRES 10/07/2012

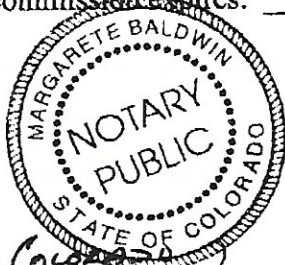


Margaret Baldwin
Notary Public

STATE OF Colorado)
COUNTY OF Teller) ss.

Subscribed, sworn to and acknowledged before me by DONNA L. FELTS, this 27th
day of August, 2009.

My commission expires: MY COMMISSION EXPIRES 10/07/2012

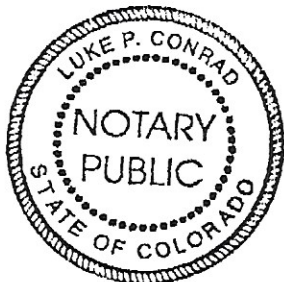


Margaret Baldwin
Notary Public

STATE OF Colorado)
COUNTY OF Teller) ss.

Subscribed, sworn to and acknowledged before me by JAMES L. LYNCH, this 30
day of July, 2009.

My commission expires: MY COMMISSION EXPIRES 09/22/2012

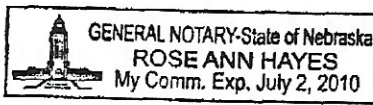


Luke P. Conrad
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Butler)

Subscribed, sworn to and acknowledged before me by MARK S. BOHATY, this 10
day of August, 2009.

My commission expires: July 2, 2010

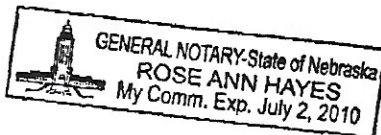


Rose Ann Hayes
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Butler)

Subscribed, sworn to and acknowledged before me by CONNIE L. BOHATY, this
10th day of August, 2009.

My commission expires: July 2, 2010



Rose Ann Hayes
Notary Public