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ANNEXATION STATEMENT

THIS ANNEXATION STATEMENT ("Agreement") is made to be effective May 31, 2001 by South T-Bar Ranch, LLC, a Colorado limited liability company ("Declarant"), and amends and modifies the Declaration of Protective Covenants for South-T Bar Ranch dated March 3, 1999 and recorded March 3, 1999 at Reception No. 693816 of the Fremont County, CO real estate records, as subsequently amended by separate annexation statements recorded August 16, 1999 at Reception No. 702478, January 4, 2000 at Reception No. 708865, and March 17, 2000 at Reception No. 711748 (collectively, "Covenants").

RECITALS:

A. The Covenants affect certain real property located in Fremont County, CO known as "South T-Bar Ranch Filing Nos. 1, 2, 3, 4, 5 and 6," as more particularly described on recorded plats for such real property (collectively, "South T-Bar Property").

B. Stanley V. Hampton and Betty J. Hampton, Trustees of the Stan and Betty Hampton Trust UTA dated February 21, 2000 (collectively, "Hampton"), own certain real property in Fremont County, CO adjacent to the South T-Bar Property, as more particularly described on Exhibit A-1 attached hereto and incorporated herein ("Hampton Property").

C. Richard D. Marreel ("Marreel") owns certain real property in Fremont County, CO adjacent to the South T-Bar Property, as more particularly described on Exhibit A-2 attached hereto and incorporated herein ("Marreel Property").

D. James W. Scott and Michael C. Dorris ("Scott and Dorris") own certain real property in Fremont County, CO adjacent to the South T-Bar Property, as more particularly described on Exhibit A-3 attached hereto and incorporated herein ("Scott and Dorris Property").

E. Joseph M. Montoya ("Montoya") owns certain real property in Fremont County, CO adjacent to the South T-Bar Property, as more particularly described on Exhibit A-4 attached hereto and incorporated herein ("Montoya Property").

F. Martha S. Langion ("Langion") owns certain real property in Fremont County, CO adjacent to the South T-Bar Property, as more particularly described on Exhibit A-5 attached hereto and incorporated herein ("Langion Property").

G. Fremont 600, LLC, a Colorado limited liability company ("Fremont 600"), owns certain real property in Fremont County, CO adjacent to the South T-Bar Property, as more particularly described on Exhibit A-6 attached hereto and incorporated herein ("Fremont 600 Property").

H. Hampton, Marreel, Scott and Dorris, Montoya, Langion and Fremont 600 are collectively called "Adjacent Property Owners." The Hampton Property, Marreel Property, Scott and Dorris Property, Montoya Property, Langion Property and Fremont 600 Property are collectively called the "Additional Property." Each parcel owned by the Adjacent Property Owners comprising the Additional Property is sometimes called "Parcel."

I. Pursuant to Article XVII of the Covenants, the Declarant may from time to time annex additional property into the South T-Bar Ranch Property Owners Association, Inc., a Colorado corporation ("Association"), and subject such additional property to the terms and provisions of the Covenants.

J. Solely for the limited purposes as provided below, Declarant, with the consent of the Adjacent Property Owners, desires to annex the Additional Property into the South T-Bar Property, and subject the Additional Property to the terms and provisions of the Covenants, as expressly limited below.

K. All capitalized terms used herein shall have the same meaning ascribed to them in the Covenants unless otherwise stated herein.

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby incorporated, the Declarant states as follows:

1. Incorporation. The above Recitals are hereby incorporated herein as if fully set forth in this section.
2. Annexation. Effective as of the recordation of this Agreement, the Additional Property is hereby annexed into and made a part of the South T-Bar Property, and subject to the terms and provisions of the Covenants solely for the following limited purposes:
 - A. Vehicular ingress and egress by Adjacent Property Owners, their successors, heirs, agents, licensees, guests and invitees, to each Parcel over and across existing private roads depicted on the plats for the South T-Bar Property, together with those certain "Easements A and B" as depicted on the plat for South T-Bar Ranch Filing No. 6, recorded 6/8/00 at Reception No. 715675 of the said records ("Ingress and Egress Easements"); and
 - B. Use by Adjacent Property Owners, their successors, heirs, agents, licensees, guests and invitees, of a centralized solid waste transfer site and cluster mailbox site as depicted on the plat for South T-Bar Ranch Filing No. 6, recorded 6/8/00 at Reception No. 715675 of the said records ("Trash and Mail Easement"). The Ingress and Egress Easement and Trash and Mail Easement are collectively called "Easements."



By and in consideration of the annexation of the Additional Property for the limited purposes as provided herein into the South T-Bar Property, the Adjacent Property Owners shall pay to the Association annual assessments as established by the Association for the maintenance and repair of the Easements pursuant to, and in accordance with, the Covenants. The annexation of the Additional Property into the South T-Bar Property shall not grant, create or vest in the Adjacent Property Owners any voting rights in and to the Association. Notwithstanding anything else contained herein, the annexation of the Additional Property into the South T-Bar Property for the limited purposes as provided above shall not bind or encumber the Additional Property with the terms, obligations and responsibilities contained in the Covenants other than as expressly stated herein. In the event of any conflict between this Agreement and the Covenants as to the Additional Property, the terms of this Agreement shall control.

3. Miscellaneous.

A. Amendments. No amendment to this Agreement shall be effective unless it shall be in writing and signed by the party against whom the enforcement thereof is sought.

B. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. All prior representations, stipulations, warranties, agreements and understandings with respect to the subject matter of this Agreement are herewith merged.

C. Governing Law. This Agreement has been negotiated, executed and delivered within the State of Colorado, and shall be construed, interpreted and applied in accordance with the laws of the State of Colorado.

D. Expenses. Whether or not the transactions contemplated hereby are consummated, each party shall pay its own legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

E. Costs of Enforcement. In any action to enforce this Agreement, collect damages or pursue other relief as a result of a breach hereof, whether in a court of law or equity, or otherwise, the prevailing party shall be entitled to collect all of its costs and expenses (whether legal or otherwise), including attorney's fees, the costs of investigation, settlement, expert witnesses, additional costs incurred in enforcing this Agreement or enforcing and collecting any judgment rendered hereon and interest at the highest rate permitted by law.

F. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the remaining provisions hereof or the application of such provisions to person or circumstance other than those to which it is held invalid, and in lieu of each such provision, there shall be substituted a new provision as similar as possible to the provision declared invalid, illegal or unenforceable.

G. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any party. Moreover, the failure of one party to perform or act in any one instance in strict accordance with the terms and provisions of this Agreement in response to, or as a result of, the other party's performance or act or nonperformance or non-action pursuant this Agreement, shall not constitute a waiver by the one party of the other party's future obligation, duty or act required under this Agreement.

H. Execution in Counterparts. This Agreement, including facsimile copies of this Agreement, may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the instrument. In the event facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

I. Time of Essence. Time is of the essence to this Agreement.

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J. Covenants Running with the Land. This Agreement, the Easements and the rights and benefits contained herein shall be conveyances running with each Parcel of the Additional Property, and shall inure to the Adjacent Property Owners and their agents, guests, invitees, licensees, successors and assigns.

IN WITNESS WHEREOF, this Agreement is effective the date written above.

DECLARANT:

South T-Bar Ranch, LLC,
a Colorado limited liability company

By:
Its:

[Handwritten Signature]
[Handwritten Title: Business Manager]

ACKNOWLEDGEMENT AND CONSENT

_____ We hereby agree to the terms and provisions outlined above.

South T-Bar Ranch Property Owners
Association, Inc., a Colorado corporation

By:

[Handwritten Signature]
Lyndie L. Albert, President

[Handwritten initials: RDN]



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ADJACENT PROPERTY OWNERS:

Stanley V. Hampton

Betty J. Hampton 6/16/01
Betty J. Hampton

Richard D. Marreel

James W. Scott

Michael C. Dorris

Joseph M. Montoya

Martha S. Langion

Fremont 600, LLC,
a Colorado limited liability company

By:
Adele M. Swift, Business Manager



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ADJACENT PROPERTY OWNERS:

Stanley V. Hampton

Betty J. Hampton

Richard D. Marreel

James W. Scott

Michael C. Dorris

Joseph M. Montoya

Martha S. Langion June 19, 2001

Martha S. Langion

Fremont 600, LLC,
a Colorado limited liability company

By:

Adele M. Swift

Adele M. Swift, Business Manager



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ADJACENT PROPERTY OWNERS:

Stanley V. Hampton

Betty J. Hampton

Richard D. Marreel

James W. Scott 6/22/01

James W. Scott

Michael C. Dorris

Joseph M. Montoya

Martha S. Langion

Fremont 600, LLC,
a Colorado limited liability company

By: *Adele M. Swift*

Adele M. Swift, Business Manager



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ADJACENT PROPERTY OWNERS:

Stanley V. Hampton

Betty J. Hampton

Richard D. Marreel

James W. Scott

Michael C. Dorris 6/18/01

Michael C. Dorris

Joseph M. Montoya

Martha S. Langion

Fremont 600, LLC,
a Colorado limited liability company

By:

Adele M. Swift

Adele M. Swift, Business Manager



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ADJACENT PROPERTY OWNERS:

Stanley V. Hampton

Betty J. Hampton

Richard D. Marreel 7/20/01

Richard D. Marreel

James W. Scott

Michael C. Dorris

Joseph M. Montoya

Martha S. Langion

Fremont 600, LLC,
a Colorado limited liability company

By:

Adele M. Swift

Adele M. Swift, Business Manager



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ADJACENT PROPERTY OWNERS:

Stanley V. Hampton

Betty J. Hampton

Richard D. Marreel

James W. Scott

Michael C. Dorris

Joseph M. Montoya

Joseph M. Montoya

Martha S. Langion

Fremont 600, LLC,
a Colorado limited liability company

By: *Adele M. Swift*

Adele M. Swift, Business Manager

SCHEDULE A

Hampton

Order Number: 200001623

Exhibit A-1

LEGAL DESCRIPTION

A PARCEL OF LAND BEING IN SECTIONS 23 AND 26, TOWNSHIP 17 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SW1/4 OF THE SE1/4 OF SECTION 23, THE NE1/4 OF THE NW1/4 OF SECTION 26, THE NW1/4 OF THE NE1/4 OF SECTION 26, AND THAT PORTION OF THE SE1/4 OF THE SW1/4 OF SECTION 23 LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW1/4 OF THE SW1/4 OF THE SAID SECTION 23, THENCE S 89° 27' 34" E ON THE SOUTH LINE THEREOF 1400.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 02° 36' 27" W A DISTANCE OF 1361.05 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT FOR INGRESS/EGRESS AND UTILITIES. RESERVING TO GRANTOR THE RIGHT TO CONVEY THE USE OF SAID EASEMENT TO FUTURE OWNERS WITHIN SECTION 26, TOWNSHIP 17 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO.



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STEWART TITLE CANON CITY
SCHEDULE A

Exhibit A-2

Order Number: 200002978

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 SOUTH, RANGE 73 WEST OF THE 6TH
P.M., FREMONT COUNTY, COLORADO.

TOGETHER WITH A PERPETUAL NON-EXCLUSIVE INGRESS/EGRESS AND UTILITY EASEMENT
ACROSS AN EXISTING ROAD IN THE E1/2SW1/4NW1/4 AND N1/2NW1/4SW1/4 OF SECTION
26, TOWNSHIP 17 SOUTH, RANGE 73 WEST OF THE 6TH PM, FREMONT COUNTY, COLORADO
AS GRANTED BY DOCUMENT RECORDED NOVEMBER 18, 1996 IN BOOK 1266 AT PAGE 375
UNDER RECEPTION NO. 6557339 AS AMENDED BY DOCUMENT RECORDED AUGUST 21, 2000
UNDER RECEPTION NO. 718926, RERECORDED SEPTEMBER 26, 2000 UNDER RECEPTION NO.
720636.



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Scott

SCHEDULE A

Order Number: 99010460

Exhibit A-3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING IN U.S. GOVERNMENT TRACT NUMBER 42, IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 18 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NUMBER 8 OF SAID U.S. GOVERNMENT TRACT NUMBER 42; THENCE ON THE FOLLOWING 17 COURSES:

- 1) S01°02'37"W ON THE EAST LINE OF SAID U.S. GOVERNMENT TRACT NUMBER 42 A DISTANCE OF 758.88';
- 2) S01°06'02"W ON THE EAST LINE OF SAID U.S. GOVERNMENT TRACT NUMBER 42 A DISTANCE OF 1870.96' TO CORNER NUMBER 7 OF SAID TRACT 42;
- 3) S89°02'32"W ON THE SOUTH LINE OF SAID U.S. GOVERNMENT NUMBER 42 A DISTANCE OF 3879.62';
- 4) N00°15'09"E A DISTANCE OF 692.94';
- 5) N38°54'45"E A DISTANCE OF 1663.46';
- 6) S49°20'45"E A DISTANCE OF 262.10';
- 7) S22°32'02"E A DISTANCE OF 76.74';
- 8) S06°47'03"E A DISTANCE OF 176.80';
- 9) S45°13'11"E A DISTANCE OF 175.23';
- 10) S87°27'33"E A DISTANCE OF 172.51';
- 11) N77°10'44"E A DISTANCE OF 278.23';
- 12) N88°36'10"E A DISTANCE OF 212.76';
- 13) S80°44'14"E A DISTANCE OF 226.08';
- 14) N87°55'48"E A DISTANCE OF 362.87';
- 15) S54°56'02"E A DISTANCE OF 115.56';
- 16) N49°02'06"E A DISTANCE OF 1411.27';
- 17) N16°34'52"E A DISTANCE OF 368.04' TO THE POINT OF BEGINNING OF THE HEREBY DESCRIBED PARCEL OF LAND.



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Mantoya

SCHEDULE A

Exhibit A-4

Per Number: 99011068

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF U.S. GOVERNMENT TRACT NUMBER 42, IN SECTIONS 5, 7 AND 8 OF TOWNSHIP 18 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AP-3 OF SAID TRACT NUMBER 42;
THENCE ON THE FOLLOWING 10 COURSES:

- 1) S00°14'13"E, ON THE BOUNDARY OF SAID TRACT NUMBER 42, 2134.72' TO INTERSECT THE NORTH LINE OF SAID SECTION 8;
- 2) S00°14'13"E, ON SAID TRACT NUMBER 42 BOUNDARY, 595.32' TO AP-4 OF SAID TRACT NUMBER 42;
- 3) S89°02'27"W ON SAID TRACT NUMBER 42 BOUNDARY, 2398.91' TO INTERSECT THE WEST LINE OF SAID SECTION 8;
- 4) S88°50'02"W, ON SAID TRACT NUMBER 42 BOUNDARY, 359.08' TO AP-5 OF SAID TRACT NUMBER 42;
- 5) S00°17'07"E ON SAID TRACT NUMBER 42 BOUNDARY, 1364.73' TO AP-6 OF SAID TRACT NUMBER 42;
- 6) N88°53'13"E, ON SAID TRACT NUMBER 42 BOUNDARY, 353.70' TO INTERSECT THE SAID WEST LINE OF SECTION 8;
- 7) N89°01'41"E, ON SAID TRACT NUMBER 42 BOUNDARY, 2637.95' TO A WITNESS POST ON SAID TRACT NUMBER 42 BOUNDARY;
- 8) N88°57'30"E, ON SAID TRACT NUMBER 42 BOUNDARY, 988.91';
- 9) N00°14'14"W, LEAVING SAID TRACT NUMBER 42 BOUNDARY, 2180.09';
- 10) N33°18'45"W, 2264.63' TO THE POINT OF BEGINNING.



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SCHEDULE A

Order Number: 200003043

Exhibit A-5

LEGAL DESCRIPTION

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 17 SOUTH, RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN EASEMENT AND MAINTENANCE AGREEMENT RECORDED DECEMBER 28, 2000, UNDER RECEPTION NO. 724685.

NOTE: SAID AGREEMENT LIMITS THE EASEMENT FOR USAGE BY TWO PARCELS ONLY, ONE OF WHICH IS THE ABOVE DESCRIBED PROPERTY.

ALSO, TOGETHER WITH AN EASEMENT OVER AN EXISTING ROAD ACROSS THE N1/2NW1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 73 WEST OF THE 6TH P.M.

NOTE: GRANTOR RESERVES THE RIGHT TO CHANGE THE LOCATION OF THE EASEMENT AS LONG AS ACCESS IS PROVIDED TO THE ABOVE PROPERTY.

GRANTEE AGREES TO PAY ANNUAL ROAD MAINTENANCE FEE OF \$395.00 TO SOUTH T-BAR RANCH PROPERTY OWNERS ASSOCIATION

DEED RESTRICTIONS:

- a) NO MOBILE HOMES TO BE PERMITTED
- b) MINIMUM RESIDENTIAL STRUCTURE SIZE OF 1000 SQUARE FEET
- c) ANY COMMERCIAL ACTIVITY TO BE APPROVED BY SOUTH T-BAR RANCH PROPERTY OWNERS ASSOCIATION


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Fremont 600

SCHEDULE A

Order Number: 200105150-2

Exhibit A-6

LEGAL DESCRIPTION

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 17 SOUTH,
RANGE 73 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN EASEMENT AND
MAINTENANCE AGREEMENT RECORDED DECEMBER 28, 2000, UNDER RECEPTION NO. 724685.

NOTE: SAID AGREEMENT LIMITS THE EASEMENT FOR USAGE BY TWO PARCELS ONLY, ONE
OF WHICH IS THE ABOVE DESCRIBED PROPERTY.

ALSO, Subject to AN EASEMENT OVER AN EXISTING ROAD ACROSS THE N1/2NW1/4 OF
SECTION 34, TOWNSHIP 17 SOUTH, RANGE 73 WEST OF THE 6TH P.M.

GRANTEE AGREES TO PAY ANNUAL ROAD MAINTENANCE TO SOUTH T-BAR RANCH PROPERTY
OWNERS ASSOCIATION, CURRENTLY AT \$395.00 PER YEAR.

DEED RESTRICTIONS:

- a) NO MOBILE HOMES TO BE PERMITTED
- b) MINIMUM RESIDENTIAL STRUCTURE SIZE OF 1000 SQUARE FEET
- c) NO FURTHER SUBDIVIDING.


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