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DECLARATION OF RESTRICTION

OAK HILL PROPERTY OWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this 1st day of December, 1991, by the members of the OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., a Colorado Non-Profit Corporation, hereinafter known as "Declarant",

WITNESSETH:

WHEREAS, the members of the Declarant are the owners of all the real property set forth and described on that map designated as "Oak Hill Land Survey" and which is made a part hereof and incorporated herein by reference; and

WHEREAS, members of the Declarant are about to improve said tracts and before doing so desire to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all the tracts on the land survey and the future owners of said tracts;

NOW THEREFORE, Declarant hereby declares that all of said tracts are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the area included, improvement and sale of said tracts and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the land survey.

1. The protective covenants and building restrictions herein listed shall attach to each parcel of land in the "Oak Hill Land Survey", hereinafter referred to as "AREA", and said covenants are to run with the land and be binding upon all parties and persons claiming under them from December 1, 1991, to December 1, 2011, and thereafter until the same shall be changed or abrogated by a written instrument duly recorded in the office of the County Clerk of Archuleta County, Colorado, signed, executed and acknowledged by 2/3 of the owners of the tracts in the "AREA".
2. If the owner of any property in said "AREA", or his agent, assigns or representatives, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said "AREA" to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to present him or them from so doing or to receive damages or other dues for such violations. Invalidation of any of these covenants by judgement or order of court shall in no wise affect any of the other provisions which shall remain in full force and effect.
3. No building, including porches, shall be located nearer than 25 feet from easements and 30 feet from the remaining tract lines as said tract lines are shown on the "Oak Hill Land Survey".
4. No building shall be erected or placed upon any designated tract other than that for which a county building permit can be obtained and for which approval can be received from the San Juan Basin Health Unit, or whatever other agency may issue sewage permits.
5. All dwellings shall be of solid construction and good architectural design, consistent with the character of the area. All structures shall

conform in construction and design to the construction and design of the main dwelling. All structures must be approved by a Land Use Committee. The Land Use Committee shall be appointed by the Oak Hill Property Owners' Association, Inc., and shall include members of the Association, with any outside consultation deemed necessary.

6. The minimum ground floor space for residential structures, exclusive of garages and open porches to be erected on any designated tract, shall not be less than 1000 square feet, of which 800 square feet must be on the main floor. No residential structure shall be erected or placed on any parcel which has a floor space less than these minimum requirements, except as provided in paragraph 7 below.

7. There shall not be erected, suffered or be permitted to be erected on any designated tract any permanent out door toilet, tent house or mobile home. Any residential structure of less than the required 1000 square feet may be placed upon said tract but must be removed after a construction period, for a qualifying residential structure, not to exceed 24 months from the placing of such structure on said parcel. A permit from the Land Use Committee shall be required for a temporary structure to be placed on the tract for the 24 month period.

8. Once construction of improvements is started on any tract, the improvements must be substantially complete as to exterior in accordance with plans and specifications, as approved, within 24 months from commencement.

9. No stripped down, partially wrecked, or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any road in the "AREA" or on any tract.

10. No animals, livestock or poultry shall be raised or kept on any parcel for commercial purposes. No pigs shall be allowed. Animals held for personal use must not create offensive odors, sounds or sights and shall be controlled so as not to become an annoyance or nuisance to the neighborhood and must be controlled within the confines of the owner's tract or tracts. The type of fencing must be approved by the Land Use Committee.
11. Individual sewer systems must conform to state and county regulations and must be located so as not to detract from the appearance either of the tract upon which it is located or of adjacent tracts.
12. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done hereon which may become annoyance or nuisance to the neighborhood. No commercial usage of the tracts will be allowed except by submission of an intent to do business, with adequate details, to be submitted to the Land Use Committee and a 2/3 approval of the members.
13. All structures, improvements, and premises shall be kept in good and reasonable repair in order to maintain harmony and protect the well being of all residents of the "AREA".
14. It is understood by all members that all lands in the "AREA" are subject to a hunting lease from Mid-October through Mid-November for the years 1992 and 1993. Notice will be sent to all members 60 days prior to the hunting season each of the two years giving notice of the actual dates. After the 1993 hunting season discharging of firearms shall not be permitted within the "AREA".
15. No owner of any tract in said "AREA" shall, either directly or

indirectly, reduce the size of any such tract to less than thirty-acres, either by conveying a portion of said tract to any other person or persons, or by any manner of subdividing, which would have the effect of reducing said tract size.

16. All common expenses, such as road maintenance, shall be borne by the tract owner contributing his or her pre-rata share of those expenses according to acreage owned compared to the total acreage within the "AREA".

17. Any dwelling or outbuilding on any tract within the "AREA" which is destroyed in whole or in part by fire, windstorm or for any other cause, except an act of God, must be rebuilt or all debris removed and the tract restored to a slightly better condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than 180 days.

18. It shall be the responsibility of each individual tract owner to dispose of his own garbage and refuse in a manner which will not detract from his tract or any other tract and which shall be in compliance with county regulations. Each year the Land Use Committee shall review the status of garbage and refuse removal and if the garbage and refuse have not been disposed of to the satisfaction of the Committee, then the Committee shall have the right to instigate a contract agreement with a waste disposal company; which shall apply to any member violating this provision.

19. All members understand that the roads within the "AREA" are not public roads and that ingress and egress are granted to the members within the "AREA". All members also understand that the Southern Ute Tribe has jurisdiction over a portion of the roads within the "AREA".

20. The Land Use Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the "AREA". Members shall also have available to them the appeal process through a 2/3 approval from the members in the event the Land Use Committee rules against the member in his request for a variance.

OAK HILL PROPERTY OWNERS'
ASSOCIATION, INC.
A Colorado Non-Profit Corporation

by Benedict College
President

ATTEST:

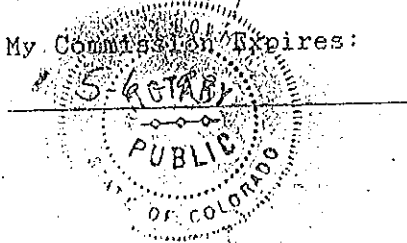
Joyce E. Collyer
Secretary

STATE OF NEW MEXICO)
) ss.
County of Bernalillo)

County of Bernalillo)
The foregoing instrument was acknowledged before me on this 1st
day of December, 1992, by Burleson T. Collyer, President of Oak Hill
Property Owners' Association, Inc., A Colorado Non-Profit Corporation, and
attested to by Joyce E. Collyer, Secretary of said Corporation.

My Commission Expires:

Notary Public



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**AMENDED DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC.**

THIS AMENDED DECLARATION made this 1st day of February, 2001, by the owners of the real property located in Sections 12U, 13U and 14U, Township 34 North, Range 3 West, N.M.P.M., Archuleta County, Colorado, as shown on the survey map titled "OAK HILL RANCHES" and recorded of record on September 13, 2000, in Archuleta County, Colorado, as Reception #20008801, and incorporated herein by this reference (hereinafter referred to as the "Land Survey"), and identified as Parcels 1 through 27, B, C and D on said map (hereinafter referred to as the "Property"). This Amended Declaration replaces the "Declaration of Restrictions" filed by the Oak Hill Property Owners' Association, Inc., on the 1st day of July, 1992, at Book 376, Pages 25-30, in Archuleta County, Colorado. All properties in Sections 23U, 24U, 25U and 36U contained within the said "Declaration of Restrictions" are released from said Restrictions.

WITNESSETH

WHEREAS, the Declarants are the owners of the parcels comprising the Property.

WHEREAS, the Declarants have, and are about to continue improving their respective parcels within the Property, and before doing so desire to subject them to, and impose upon them these mutual beneficial "Amended" restrictions, covenants, conditions and changes, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all the parcels within the Land Survey and the future owners of said parcels, and

WHEREAS, the Declarants have formed a non-profit corporation to implement and enforce such restrictions,

NOW THEREFORE, Declarants hereby declare that all of the parcels within the Property are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Amended Restrictions, which shall run with such parcels, and which are declared and agreed to be in furtherance of a plan for the area included, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the property described in the Land Survey, and Declarants further agree and declare a follows:

1. The Declarants have formed a non-profit corporation, named Oak Hill Property Owners' Association, Inc., (hereinafter referred to as the "Association"), which shall be primarily responsible for implementing and enforcing these Amended Restrictions. All subsequent owners of parcels within the Property shall automatically become, by virtue of such ownership, members of the Association.
2. The protective covenants and building restrictions herein listed shall attach to each parcel of land within the Property, and said covenants are to run with the land and be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date of recording of these Amended covenants in the office of the Archuleta County, Colorado, Clerk and Recorder. Thereafter, these covenants shall remain in full force and effect until such time as a written instrument amending or abrogating said covenants is duly recorded in the office of the Archuleta County, Colorado, Clerk and Recorder, executed and acknowledged by not less than two-thirds (2/3) of the owners of parcels within the Property, except that a vote of 100% of the owners of the parcels within the Property would be required to convert the roads within the Land Survey from "private" to "public" status.
3. All assessments approved by the Board of Directors shall be assessed equally, based upon acreage owned, against all parcels within the Land Survey.
4. If the owner of any parcel within the Property, or his agent, assigns or representatives, shall violate or attempt to violate any of the covenants herein, the ASSOCIATION and/or any of its members, may, at its/his/her discretion, prosecute any proceedings at law or in equity against the person or persons

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Return to
Brendan T. Collier
PMB #4287
63 N. Pagosa Blvd., B-3
Pagosa Springs, CO 81147

violating or attempting to violate any such covenant and to prevent such person or persons from so doing. The invalidation of any of these covenants by judgment or order of court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

5. No building, including porches, or animal accommodations shall be located nearer than 50 feet from a road easement or 50 feet from a parcel property line as said parcel lines are shown on the Land Survey.
6. No permanent dwelling shall be erected or placed upon any parcel unless a county building permit is obtained and approval is received from the San Juan County Health Unit, or any other agency that has the authority to issue sewage, permits.
7. All dwellings shall be of quality construction, of good architectural design and subject to County and State building regulations and codes. All dwellings and structures to be erected on any parcel must also be reviewed and approved by the Association Building Committee to verify the minimum footage shown in paragraph 8 below.
8. The minimum ground floor space for residential structures, exclusive of garages and open porches to be erected on any designated parcel, shall not be less than 1000 square feet, of which 700 square feet must be on the main floor. Tract owners shall be allowed to construct the equivalent of two single-family residential dwellings for each 35 acres owned.
9. There shall not be erected, suffered, or be permitted to be erected on any designated parcel, any permanent out-door toilet or mobile home. Any temporary residential structure, such as a mobile home, may be placed upon said parcel during construction, but must be removed after the construction period, not to exceed 24 months from the placing of such temporary structure upon said parcel. A temporary residential structure must be located upon the parcel so as not to be visible from any roads located on the Survey Map.
10. Once construction of improvements is started on any parcel, the exterior of such improvements must be substantially completed, in accordance with the plans and specifications approved, within 24 months from commencement.
11. No stripped down, partially wrecked, or inoperative motor vehicles, or any sizable part thereof, shall be parked or stored on any roads within the Property, or within sight from any common road within the Property.
12. Complaints from the owners of the Oak Hill Ranches arising from offensive conditions, such as, but not limited to, noises, smells, sights and nocturnal lights shall be subject to review by the Board of Directors of the Oak Hill Property Owners' Association, with recourse as outlined in paragraph 27 below.
13. No animals, livestock or poultry shall be raised or kept on any parcel for commercial purposes, subject to the provisions contained in paragraphs 15 and 27 hereafter. No pigs shall be allowed. Animals held by owners must be controlled within the confines of owner's parcel or parcels. Barbed wire is allowed on the perimeter boundaries of the Oak Hill Ranch. The use of barbed wire on any other boundary line must be presented to the Board for variance approval. A maximum of 5 animals will be allowed on the equivalent of 35 acres.

Any owner may approach the Board to request a justifiable variance to this restriction or any other restriction included in these covenants. The Board will notify all members of any and all variance requests along with the Board's recommendation. The Board will then allow a 15 day period in which members may submit protests or approvals. See paragraph 27 below.

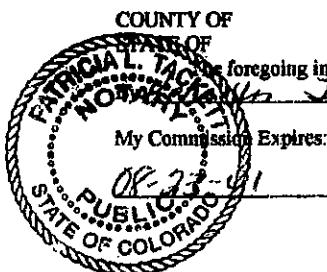
14. Individual sewer systems must be approved by the state and county regulatory agencies and must conform to their regulations. The approved sewage system must be located so as not to detract from the appearance either of the parcel upon which it is located or of an adjacent parcel.

15. No commercial usage of the parcels will be allowed except by submission of an intent to do business, with adequate details, to be submitted to the Board of Directors and then approved by a 2/3 approval of the total membership of the Association.
16. All structures, improvements, and premises shall be kept in good and reasonable repair in order to maintain harmony and to protect the well being of all residents of the Property.
17. No hunting or discharging of firearms shall be allowed within the Land Survey except in the case of self-defense.
18. No owner of any parcel within the Land Survey shall reduce the size of any such parcel to less than thirty-five (35) acres.
19. All common and approved Association expenses, such as road maintenance and snow removal, shall be borne by each parcel owner contributing his or her pro-rata share of those expenses according to acreage owned compared to the total acreage of the Property. The ASSOCIATION has joined with the owners in the "Friendly Forest Property Owners' Association, Inc.," commencing September 30, 1999, who are likewise assessed for road maintenance in the same pro-rata manner as the Association, in providing road maintenance funds for roads commencing on the western boundary of Parcel 2, of the Oak Hill Ranches survey map and continuing throughout all roads contained within the survey maps for both Associations. The two Associations will also pay their pro-rata share of any fees assessed to the Associations by the Aspen Springs Metro District towards the use of the access roads through Aspen Springs, Unit #6, to the western boundary of Parcel 2, Oak Hill Ranches.
20. The Associations shall attempt to secure an access easement to the Oak Hill and Friendly Forest Associations properties from Highway 160, through Spring Estates, to the S1/2 of the SE 1/4 of Section 12U, T34N, R3W, N.M.P.M. (entering at a point between Parcels C and D on the Oak Hill Ranches survey map.) If such an access is obtained, then the owners within the Oak Hill Ranches survey map and the owners within the Friendly Forest survey map, will participate jointly and in the same pro-rata ratio as for road maintenance, to provide the funding for the construction of the new access road. If the access easement is secured, the needed funding from the two Associations would be assessed by each Association to its members and payment in full would be required within one year from the date of the assessment notice. An agreement with the Southern Ute Tribe will be pursued by the Associations to create a binding joint venture between the Associations and the Tribe in the securing of the access easement as well as for the funding of the road construction.
21. The Association shall not be responsible for the instigation, planning, costs, installation or any liability of any type created from utilities or the installation of utilities. Members of the Association may join together with other members to secure and install utilities within dedicated easements for their group or groups. The installation for said utilities shall be along dedicated easements shown on the Oak Hill Ranches final plat. Additional utility easements may be granted by individual tract owners. As a courtesy, the Board of Directors of the Association will be apprised of approximate times and locations of each utility Phase commencing along dedicated easements.
22. Water will be the responsibility of the owner of each of the parcels. As of the date of this document, parcel owners are allowed to apply to the Colorado Water Resources Division for a permit to drill a well.
23. Any dwelling or outbuilding on any parcel within the Property, which may be destroyed in whole or in part by fire, windstorm or for any other cause, or act of God, must be rebuilt or all debris removed, and the parcel restored to a slightly condition with reasonable promptness, provided however, that in no event shall such debris remain longer than 12 months.

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

24. It shall be the responsibility of each individual parcel owner to dispose of his/her garbage and refuse in a manner which will not detract from his/her parcel or any other parcel, and shall be in compliance with county regulations and the Pagosa Fire District restrictions.
25. All members understand and agree that the roads within the Property are not County roads and that rights of ingress and egress are granted only to the members of the Association and their guests.
26. The owner or owners of each parcel within the Property shall be obligated to pay to the Association their share of semi-annual or special assessments approved by the Board. Notice of semi-annual assessments shall be given not later than the 1st day of March and the 1st day September of each year, and said obligations shall be due and payable not more than 45 days after such notice, and shall bear interest at the rate of ten percent (10%) per annum from said due date until paid. Such semi-annual charge or assessment shall be and is hereby made and declared to be a lien upon each parcel, respectively, and if not paid within 60 days after the due date, the Association may bring proceedings to collect the same. Costs of collection, including reasonable attorney's fees, shall be paid to the Association by the parcel owner involved and shall be a lien upon the parcel. The lien provided for herein shall be the sole security for the performance of the obligation imposed and no deficiency judgment against the owner shall be had or secured in the event the security shall not be sufficient.
27. The Board of Directors may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other tracts or improvements within the Property. In the event the Board of Directors rules against a member in his/her request for a variance, the aggrieved member may appeal such decision by submitting the matter to a vote of the members. In any such vote, the approval of a variance by at least two-thirds (2/3) of the members shall be sufficient to override the decision of the Board of Directors, except in the case of private vs. public roads found in Paragraph 2 above.
28. A Building Committee, composed of Association members and any outside experts required, will be appointed by the Board of Directors to serve for a period of time set by the Board.
29. The powers, authorities and limitations pertaining to the Board of Directors of the Association are found in the Bylaws of the Association.
30. In the event that any one or more of the provisions contained in these Covenants, Conditions and Restrictions shall be determined to be invalid, the remaining provisions shall remain in full force and effect as if these Covenants, Conditions and Restrictions were originally written without the invalid provision or provisions.

[Signature]



[Signature]
Notary Public

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

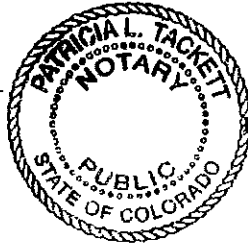
24. It shall be the responsibility of each individual parcel owner to dispose of his/her garbage and refuse in a manner, which will not detract from his/her parcel or any other parcel, and shall be in compliance with county regulations and the Pagosa Fire District restrictions.
25. All members understand and agree that the roads within the Property are not County roads and that rights of ingress and egress are granted only to the members of the Association and their guests.
26. The owner or owners of each parcel within the Property shall be obligated to pay to the Association their share of semi-annual or special assessments approved by the Board. Notice of semi-annual assessments shall be given not later than the 1st day of March and the 1st day September of each year, and said obligations shall be due and payable not more than 45 days after such notice, and shall bear interest at the rate of ten percent (10%) per annum from said due date until paid. Such semi-annual charge or assessment shall be and is hereby made and declared to be a lien upon each parcel, respectively, and if not paid within 60 days after the due date, the Association may bring proceedings to collect the same. Costs of collection, including reasonable attorney's fees, shall be paid to the Association by the parcel owner involved and shall be a lien upon the parcel. The lien provided for herein shall be the sole security for the performance of the obligation imposed and no deficiency judgment against the owner shall be had or secured in the event the security shall not be sufficient.
27. The Board of Directors may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other tracts or improvements within the Property. In the event the Board of Directors rules against a member in his/her request for a variance, the aggrieved member may appeal such decision by submitting the matter to a vote of the members. In any such vote, the approval of a variance by at least two-thirds (2/3) of the members shall be sufficient to override the decision of the Board of Directors, except in the case of private vs. public roads found in Paragraph 2 above.
28. A Building Committee, composed of Association members and any outside experts required, will be appointed by the Board of Directors to serve for a period of time set by the Board.
29. The powers, authorities and limitations pertaining to the Board of Directors of the Association are found in the Bylaws of the Association.
30. In the event that any one or more of the provisions contained in these Covenants, Conditions and Restrictions shall be determined to be invalid, the remaining provisions shall remain in full force and effect as if these Covenants, Conditions and Restrictions were originally written without the invalid provision or provisions.

COUNTY OF Archuleta
STATE OF Colorado) ss.

The foregoing instrument was acknowledged before me on this 4th day of May, 2001,
By Richard Miller & Janet A. Miller

My Commission Expires:

08-23-01



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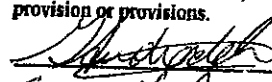
My Commission Expires 08/23/2001

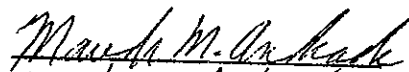
Janet A. Miller

Patricia L. Tackett
Notary Public

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

24. It shall be the responsibility of each individual parcel owner to dispose of his/her garbage and refuse in a manner which will not detract from his/her parcel or any other parcel, and shall be in compliance with county regulations and the Pagosa Fire District restrictions.
25. All members understand and agree that the roads within the Property are not County roads and that rights of ingress and egress are granted only to the members of the Association and their guests.
26. The owner or owners of each parcel within the Property shall be obligated to pay to the Association their share of semi-annual or special assessments approved by the Board. Notice of semi-annual assessments shall be given not later than the 1st day of March and the 1st day September of each year, and said obligations shall be due and payable not more than 45 days after such notice, and shall bear interest at the rate of ten percent (10%) per annum from said due date until paid. Such semi-annual charge or assessment shall be and is hereby made and declared to be a lien upon each parcel, respectively, and if not paid within 60 days after the due date, the Association may bring proceedings to collect the same. Costs of collection, including reasonable attorney's fees, shall be paid to the Association by the parcel owner involved and shall be a lien upon the parcel. The lien provided for herein shall be the sole security for the performance of the obligation imposed and no deficiency judgment against the owner shall be had or secured in the event the security shall not be sufficient.
27. The Board of Directors may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other tracts or improvements within the Property. In the event the Board of Directors rules against a member in his/her request for a variance, the aggrieved member may appeal such decision by submitting the matter to a vote of the members. In any such vote, the approval of a variance by at least two-thirds (2/3) of the members shall be sufficient to override the decision of the Board of Directors, except in the case of private vs. public roads found in Paragraph 2 above.
28. A Building Committee, composed of Association members and any outside experts required, will be appointed by the Board of Directors to serve for a period of time set by the Board.
29. The powers, authorities and limitations pertaining to the Board of Directors of the Association are found in the Bylaws of the Association.
30. In the event that any one or more of the provisions contained in these Covenants, Conditions and Restrictions shall be determined to be invalid, the remaining provisions shall remain in full force and effect as if these Covenants, Conditions and Restrictions were originally written without the invalid provision or provisions.


GERMAN X. ANDRADE


Maude M. Andrade

COUNTY OF Bernalillo)
STATE OF New Mexico) ss.

The foregoing instrument was acknowledged before me on this 12 day of May, 2001,
By German X. and Maude M. Andrade.

My Commission Expires:

OCTOBER 13, 2002

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AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

24. It shall be the responsibility of each individual parcel owner to dispose of his/her garbage and refuse in a manner which will not detract from his/her parcel or any other parcel, and shall be in compliance with county regulations and the Pagosa Fire District restrictions.
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26. The owner or owners of each parcel within the Property shall be obligated to pay to the Association their share of semi-annual or special assessments approved by the Board. Notice of semi-annual assessments shall be given not later than the 1st day of March and the 1st day September of each year, and said obligations shall be due and payable not more than 45 days after such notice, and shall bear interest at the rate of ten percent (10%) per annum from said due date until paid. Such semi-annual charge or assessment shall be and is hereby made and declared to be a lien upon each parcel, respectively, and if not paid within 60 days after the due date, the Association may bring proceedings to collect the same. Costs of collection, including reasonable attorney's fees, shall be paid to the Association by the parcel owner involved and shall be a lien upon the parcel. The lien provided for herein shall be the sole security for the performance of the obligation imposed and no deficiency judgment against the owner shall be had or secured in the event the security shall not be sufficient.
27. The Board of Directors may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein, provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other tracts or improvements within the Property. In the event the Board of Directors rules against a member in his/her request for a variance, the aggrieved member may appeal such decision by submitting the matter to a vote of the members. In any such vote, the approval of a variance by at least two-thirds (2/3) of the members shall be sufficient to override the decision of the Board of Directors, except in the case of private vs. public roads found in Paragraph 2 above.
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29. The powers, authorities and limitations pertaining to the Board of Directors of the Association are found in the Bylaws of the Association.
30. In the event that any one or more of the provisions contained in these Covenants, Conditions and Restrictions shall be determined to be invalid, the remaining provisions shall remain in full force and effect as if these Covenants, Conditions and Restrictions were originally written without the invalid provision or provisions.

COUNTY OF Utah)
STATE OF Utah) ss.

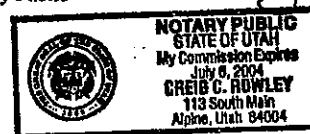
The foregoing instrument was acknowledged before me on this 5th day of March, 2001,
By Peter G. Prina + Mina PRINA.

My Commission Expires:

7-6-04

Chris C Rowley
Notary Public

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AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

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Virginia Partridge
3-19-01

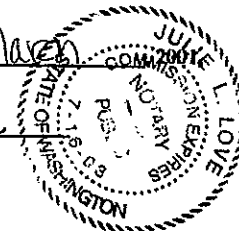
COUNTY OF Washington,
STATE OF Kitsap, ss.

The foregoing instrument was acknowledged before me on this 19th day of March
By Virginia Partridge

My Commission Expires:

7-16-03

[Signature]
Notary Public



AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

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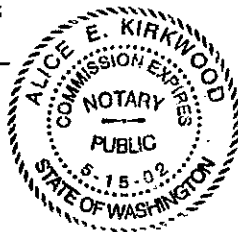
COUNTY OF King
STATE OF Washington) ss.

The foregoing instrument was acknowledged before me on this 11 day of May, 2001,
By Alice E. Kirkwood

My Commission Expires:

5-15-02

Alice Kirkwood
Notary Public



20108759 10/15/2001 11:25P CRC
10 of 14 R 70.00 D 0.00 N J.00 ARCHULETA COUNTY

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

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W. Weber - Weber

S. Weber

COUNTY OF
STATE OF

)
) ss.

The foregoing instrument was acknowledged before me on this 6th day of March, 2001.
By Heiko + Karla Weber

My Commission Expires:

5-12-04



Debbie Dalavan
Notary Public

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

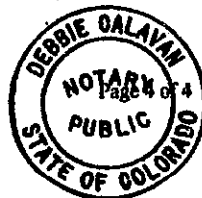
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COUNTY OF Archuleta,
STATE OF Colorado ss.

The foregoing instrument was acknowledged before me on this 3rd day of March, 2001,
By Ronald + Crystal Coughlin

My Commission Expires:

5-12-04



Debbie Galavan
Notary Public

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

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Burleson T. Collyer
Burleson T. Collyer, Manager - Oak Hill LLC
COUNTY OF (Archuleta)
STATE OF Colorado) ss.

The foregoing instrument was acknowledged before me on this 3rd day of April, 2001,
By Burleson T. Collyer and Joyce E. Collyer

My Commission Expires

01-26-02



MY COMMISSION EXPIRES:
JANUARY 26, 2002

Susan Neider
Notary Public

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

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COUNTY OF King)
STATE OF Washington) ss.

The foregoing instrument was acknowledged before me on this 25 day of May, 2001.
By Laura L. Seaver

My Commission Expires:

May 19, 2004



Page 4 of 4

AMENDED DECLARATION OF COVENANTS, CONDITIONS OF THE
OAK HILL PROPERTY OWNERS' ASSOCIATION, INC., Page 4 of 4

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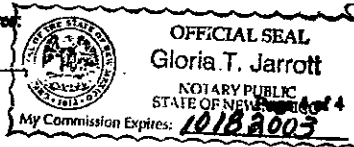
Allen R. Smith, Trustee

COUNTY OF
STATE OF

The foregoing instrument was acknowledged before me on this 12th day of September, 2001,
By ALLEN R. SMITH

My Commission Expires:

10/18/2003



Gloria T. Jarrott
Notary Public

RECORDERS NOTE
PORTIONS OF DOCUMENT
ARE LEGIBLE



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1 of 6

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June Madrid
Archuleta County

**OAK HILL PROPERTY OWNERS' ASSOCIATION, INC.
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS**

THIS SECOND AMENDED DECLARATION made this 24th day of April, 2007, by the owners of the real property located in Sections 12U, 13U, and 14U, Township 34 North, Range 3 West, N.M.P.M., Archuleta County, Colorado, as shown on the survey map titled "OAK HILL RANCHES" and recorded of record on September 13, 2000, in Archuleta County, Colorado as Reception #20008801, and survey map titled "REPLAT OF TRACTS 5,9,10,12,13,15,16A,16B,19A,19B,20 and C, OAK HILL RANCHES", and recorded of record on July 16, 2004, in Archuleta County, Colorado, as Reception #20406288. Both survey maps are incorporated herein by this reference (referred to as the Land Surveys), and identified as Parcels 1 through 27, B, C and D on said maps (hereinafter referred to as the "Property"). This SECOND AMENDMENT DECLARATION replaces the "Declaration of Restrictions" filed by the Oak Hill Property Owners' Association, Inc., on the 1st day of July 1992, at Book 376, Pages 25-30, in Archuleta County, Colorado, and also replaces the first "Amended Declaration of Restrictions", filed by the Oak Hill Property Owners' Association, Inc., on the 15th of October, 2001 as Reception #20108759, in Archuleta County, Colorado.

WITNESSETH

WHEREAS, the Declarants are the owners of the parcels comprising the Property, and

WHEREAS, the Declarants have, and are about to continue improving their respective parcels within the Property, and before doing so desire to subject them to, and impose upon them these mutual beneficial "Amended" restrictions, covenants, conditions and changes, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all the parcels within the Land Surveys and the future owners of said parcels, and

WHEREAS, the Declarants have formed a non-profit corporation to implement and enforce such restrictions,

NOW THEREFORE, Declarants hereby declare that all of the parcels within the Property are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Amended Restrictions, which shall run with such parcels, and which are declared and agreed to be in furtherance of a plan for the area included, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the property described in the Land Surveys; and Declarants further agree and declare as follows:

1. The Declarants have formed a non-profit corporation, named Oak Hill Property Owners' Association, Inc., (hereinafter referred to as the "Association"), which shall be primarily responsible for implementing and enforcing these Amended Restrictions. All subsequent owners of parcels within the Property shall automatically become, by virtue of such ownership, members of the Association.
2. The protective covenants and building restrictions herein listed shall attach to each parcel of land within the Property, and said covenants are to run with the land and be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date of recording of these Amended covenants in the office of the Archuleta County, Colorado, Clerk and Recorder. Thereafter, these covenants shall remain in full force and effect until such time as a written instrument amending or abrogating said covenants is duly recorded in the office of the Archuleta County, Colorado, Clerk and Recorder, executed and acknowledged by not less than two-thirds (2/3) of the owners of parcels within the Property, except that a vote of 100% of the owners of the parcels within the Property would be required to convert the roads within the Land Surveys from "private" to "public" status.
3. All assessments approved by the Board of Directors shall be assessed equally, based upon acreage owned, against all parcels within the Land Surveys.

Return to: Burlington T. Collyer
1288 Cloud Cap Ave #10
Pagosa Springs CO 81147

**OAK HILL PROPERTY OWNERS' ASSOCIATION, INC.
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS**

4. If the owner of any parcel within the Property, or his agent, assigns, or representatives, shall violate or attempt to violate any of the covenants herein, the Association and/or any of its members, may, at its/his/her discretion, prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and to prevent such person or persons from so doing. The invalidation of any of these covenants by judgment or order of court shall in no wise affect any of the other provisions, which shall remain in full force and effect.
5. No building, including porches, or animal accommodations shall be located nearer than 50 feet from a road easement or 50 feet from a parcel property line as said parcel lines are shown on the Land Surveys.
6. No permanent dwelling shall be erected or placed upon any parcel unless a county building permit is obtained and approval is received from the San Juan Basin Health Department, or any other agency that has the authority to issue sewage permits.
7. All dwellings shall be of quality construction, of good architectural design and subject to County and State building regulations and codes. All structures must comply with the current Uniform Building Code or International Building Code or whatever Building Code that is in force at the time. All dwellings and structures to be erected on any parcel must also be reviewed and approved by the Association Building Committee to verify the minimum footage shown in paragraph 8 below and the set-back requirements as shown in paragraph 5 above.
8. The minimum total floor space for residential structures, exclusive of garages and open porches to be erected on any designated parcel, shall not be less than 1000 square feet on the main floor. Tract owners shall be allowed to construct the equivalent of two single-family residential dwellings for each 35 acres owned.
9. No mobile/manufactured home or permanent outdoor toilet shall be allowed. A temporary residential structure may be placed upon any parcel during construction, with prior approval by the Board of Directors, but must be removed after the construction period, not to exceed 24 months from the placing of such temporary structure upon said parcel. A temporary residential structure must be located upon the parcel so as not to be visible from any roads located on the Survey Maps.
10. Once construction of improvements is started on any parcel, the exterior of such improvements must be substantially completed, in accordance with the plans and specifications approved, within 24 months from commencement.
11. No stripped down, partially wrecked, or inoperative motor vehicles, or any sizable part thereof, shall be parked or stored on any roads within the Property, or within sight from any common road within the Property.
12. Complaints from the owners of the Oak Hill Ranches arising from offensive conditions, such as, but not limited to, noises, smells, sights and nocturnal lights shall be subject to review by the Board of Directors of the Oak Hill Property Owners' Association, with recourse as outlined in paragraph 27 below.
13. No animals, livestock or poultry shall be raised or kept on any parcel for commercial purposes, subject to the provisions contained in paragraphs 15 and 27 hereafter. No pigs shall be allowed. Animals held by owners must be controlled within the confines of owner's parcel or parcels. Barbed wire is allowed on the perimeter boundaries of the Oak Hill Ranch. The use of barbed wire on any other boundary line must be presented to the Board for variance approval. A maximum of 5 large outdoor animals (horses, cows, etc.) will be allowed on the equivalent of 35 acres.

OAK HILL PROPERTY OWNERS' ASSOCIATION, INC.
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

Any owner may approach the Board to request a justifiable variance to this restriction or any other restriction included in these covenants. The Board will notify all members of any and all variance requests along with the Board's recommendation. The Board will then allow a 15 day period in which members may submit protests of approvals. See paragraph 27 below.

14. Individual sewer systems must be approved by the state and county regulatory agencies and must conform to their regulations. The approved sewage system must be located so as not to detract from the appearance either of the parcel upon which it is located or of an adjacent parcel and must be so located as to not pollute any well on any property.
15. No commercial usage of the parcels will be allowed except by submission of an intent to do business, with adequate details, to be submitted to the Board of Directors and then approved by a 2/3 approval of the total membership of the Association.
16. All structures, improvements, and premises shall be kept in good and reasonable repair in order to maintain harmony and to protect the well being of all residents of the Property.
17. No hunting or discharging of firearms shall be allowed within the Land Surveys except in the case of self-defense.
18. No owner of any parcel within the Land Surveys shall reduce the size of any such parcel to less than thirty-five (35) acres.
19. All common and approved Association expenses, such as road maintenance and snow removal, shall be borne by each parcel owner contributing his or her pro-rata share of those expenses according to acreage owned compared to the total acreage of the Property. The Association has joined with the owners in the "Friendly Forest Property Owners' Association, Inc.," commencing September 30, 1999, who are likewise assessed for road maintenance and snow removal in the same pro-rata manner as the Association, in providing road maintenance funds for roads commencing on the western boundary of Parcel 2, of Oak Hill Ranches survey maps and continuing throughout all roads contained within the survey maps for both Associations. The two Associations will also pay their pro-rata share for any fees assessed to the Associations by the Aspen Springs Metro District towards the use of the access roads through Aspen Springs, Unit #6, to the western boundary of Parcel 2, Oak Hill Ranches.
20. The Association shall not be responsible for the instigation, planning, costs, installation or any liability of any type created from utilities or the installation of utilities. Members of the Association may join together with other members to secure and install utilities within dedicated easements for their group or groups. The installation for said utilities shall be along dedicated easements shown on the Oak Hill Ranches final plat. Additional utility easements may be granted by individual tract owners. As a courtesy, the Board of Directors of the Association will be apprised of approximate times and locations of each utility phase.
21. Water will be the responsibility of the owner of each of the parcels. As of the date of this document, parcel owners are allowed to apply to the Colorado Water Resources Division for a permit to drill a well.
22. Any dwelling or outbuilding on any parcel within the Property, which may be destroyed in whole or in part by fire, windstorm or for any other cause, or act of God, must be rebuilt or all debris removed, and the parcel restored to a slightly condition with reasonable promptness, provided however, that in no event shall such debris remain longer than 12 months.
23. It shall be the responsibility of each individual parcel owner to dispose of his/her garbage and refuse in a manner which will not detract from his/her parcel or any other parcel, and shall be in compliance with county regulations and the Pagosa Fire District restrictions. The Association will investigate the possibility of an Association administered community garbage pick-up when the need arises.



OAK HILL PROPERTY OWNERS' ASSOCIATION, INC.
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

24. All members understand and agree that the roads within the Property are not County roads and that rights of ingress and egress are granted only to the members of the Association and their guests.
25. The owner or owners of each parcel within the Property shall be obligated to pay to the Association their share of annual or special assessments approved by the Board. Said obligations shall be due and payable not more than 45 days after such notice, and shall bear interest at the rate of ten percent (10%) per annum from said due date until paid. Such annual charges or assessments shall be and are hereby made and declared to be a lien upon each parcel, respectively, and if not paid within 60 days after the due date, the Association may bring proceedings to collect same. Costs of collection, including reasonable attorney's fees, shall be paid to the Association by the parcel owner involved and shall be a lien upon the parcel. The lien provided for herein shall be the sole security for the performance of the obligation imposed and no deficiency judgment against the owner shall be had or secured in the event the security shall not be sufficient.
26. The Board of Directors may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein, provided, however, that such is done in conformity and with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other tracts or improvements within the Property. In the event the Board of Directors rules against a member in his/her request for a variance, the aggrieved member may appeal such decision by submitting the matter to a vote of the members. In any such vote, the approval of a variance by at least two-thirds (2/3) of the members shall be sufficient to override the decision of the Board of Directors, except in the case of private vs. public roads found in Paragraph 2 above.
27. A Building Committee composed of Association members and any outside experts required, will be appointed by the Board of Directors to serve for a period of time set by the Board.
28. The powers, authorities and limitations pertaining to the Board of Directors of the Association are found in the Bylaws of the Association.
29. In the event that any one or more of the provisions contained in these Covenants, Conditions and Restrictions shall be determined to be invalid, the remaining provisions shall remain in full force and effect as if these Covenants, Conditions and Restrictions were written without the invalid provision or provisions.

OAK HILL PROPERTY OWNER'S ASSOCIATION, INC.

Board of Directors as of April 24, 2007.

Burleson T. Collyer
President, Burleson T. Collyer

STATE OF COLORADO)
) ss.
County of Archuleta)



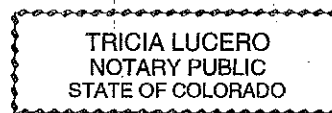
The foregoing instrument was acknowledged before me on this 29th day of MAY, 2007 by Burleson T. Collyer.

My Commission Expires: 4/4/09

Notary Public

Vice-President, Kenneth Tooker

STATE OF COLORADO)
) ss.
County of Archuleta)



My Commission Expires 03/15/2010

The foregoing instrument was acknowledged before me on this 25
day of April, 2007 by Kenneth Tooker.

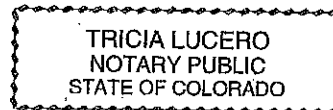
My Commission Expires:

03/15/2010


Notary Public

Vice-President - Allan Bunch

STATE OF COLORADO)
) ss.
County of Archuleta)




My Commission Expires 03/15/2010

The foregoing instrument was acknowledged before me on this 25
day of April, 2007 by Allan Bunch.

My Commission Expires:

03/15/2010


Notary Public

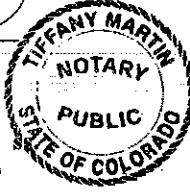
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Pagosa Springs CO 81447



20707602 8/28/2007 2:45 PM
6 of 6 DCC R\$31.00 D\$0.00

June Madrid
Archuleta County

Sally Bish
Vice-President, Sally Bish



STATE OF COLORADO)
County of Archuleta)

The foregoing instrument was acknowledged before me on this 29th
day of May, 2007 by Sally Bish.

My Commission Expires:
4/4/09

Tiffany Martin
Notary Public

Richard Miller
Treasurer - Richard Miller

STATE OF COLORADO)
County of Archuleta) ss.



The foregoing instrument was acknowledged before me on this 25th
day of April, 2007 by Richard Miller.

My Commission Expires:
My Commission Expires 08/30/2008

Karen Harper
Notary Public

Attest:

Janet Miller
Secretary - Janet Miller

Date: August 25, 2007