

DECLARATION OF PROTECTIVE COVENANTS
for
Rito Blanco Ranch

Rito Blanco Ranch, LLC, A Colorado Limited Liability Company, the owner of real property situated in the County of Archuleta, State of Colorado, hereinafter referred to as *the Property* and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in *the Property*, does hereby declare that the land shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, restriction and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The property comprising the above-mentioned land is made specifically subject to the following described covenants.

I. **INTENT:** It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said *Property*, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

II. **PROPERTY OWNERS ASSOCIATION:** The *Rito Blanco Ranch Property Owners Association, Inc.* will be operated as per the bylaws of the Association:

- (a) **Members:** Every property owner will automatically be a member of the Property Owners Association.
- (b) **Purpose:** The purpose of the Association is to use its authority, as given in the bylaws:
 - (1) To enforce these protective covenants.
 - (2) To assess property owners annual assessments. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Parcel shall be a continuing lien, in favor of the Association upon the Parcel against which each such assessment, charge, fee or other sum is made.
 - (3) To provide upkeep and improvements to all non-county roads in *the Property*.
 - (4) To represent all property owners in matters of mutual interest.
 - (5) To administer and lease grazing rights.
- (c) **Board of Directors:** The business and affairs of the Association shall be managed by its Board of Directors. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of *the Property*. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Parcels:
 - (1) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the bylaws of the Association and supplements and amendments thereto;
 - (2) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the Parcels with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof;
 - (3) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the areas in *the Property* required to be maintained by the Association;
 - (4) To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable by the Association;
- (d) **Control of Property Owners Association:** Notwithstanding anything else contained herein to the contrary, until all infrastructure and amenities are complete and/or as long as Developer owns in fee simple greater than twenty (20) percent of *the Property* subject to the Covenants, including any subsequently annexed property, the Developer shall be entitled to appoint the majority of the Directors on the Board of Directors for the Property Owners Association entitled to be elected pursuant to the bylaws, with the remaining Directors elected by the Owners.

III. **DWELLINGS:** No primary dwelling shall be built on *the Property* that is less than 1,000 square feet of living space. Mobile homes and manufactured homes shall not be permitted on any parcel within *the Property*. Any structure must be on permanent footing and foundation. No commercial activity shall be permitted unless approved by the Property Owners Association Board.

Home office usage is permitted providing that such business does not increase traffic in or out of the subdivision. Such home office usage where clientele and/or customers would visit the home office shall be prohibited unless prior approval is given by the Property Owners Association Board.

IV. **SETBACKS:** No structure may be erected within one hundred (100) feet of the right-of-way line of any road within *the Property*, nor within fifty (50) feet of any side or rear line of any parcel unless approved by the Property Owners Association Board.

V. **TRASH AND RUBBISH:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition so as not to endanger wildlife.

VI. **UTILITY EASEMENTS:** A fifteen (15) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a thirty (30) foot utility easement is hereby set aside on the interior side of all exterior lot lines. A twenty-five (25) foot utility easement is hereby set aside on each side of all interior roads within *Rito Blanco Ranch*.

VII. **NUISANCES:** No owner shall cause or allow the origination of noxious, offensive or illegal activities on any parcel, nor shall anything be done on any parcel that shall be or become a nuisance or unreasonable annoyance to neighbors. The Association Board shall make the final determination of what constitutes a nuisance.

VIII. **ANIMALS:** Animals will be allowed on *the Property* for personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association Board. Commercial feed lots and swine shall be prohibited from *the Property*.

IX. **MOTOR VEHICLES:** No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.

X. **TEMPORARY RESIDENCES:** No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any parcel as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year.

XI. **LAND USE:** Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five acres is prohibited.

XII. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

XIII. **TERMS OF COVENANTS:** These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by not less than two-thirds majority of the land owners of the parcels has been recorded, changing said covenants in whole or part.

XIV. **SEVERABILITY:** Invalidity of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XV. **COUNTY REGULATIONS:** To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XVI. **COUNTER PARTS:** This instrument may be executed in a number of counter parts, any one of which may be considered an original.

XVII. **ANNEXATION:** Developer may from time to time within ten years after the date of the recording of this Declaration of Protective Covenants for *the Property* annex property or allow to be annexed certain property the Developer deems appropriate to the development by recording one or more annexation statements. Upon the recording of such Annexation Statement in the public records of Archuleta County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the development and subject to all of the terms and provisions of these Covenants.

XVIII. **FEES AND ENFORCEMENT:** All parcels within *the Property* shall be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Assessments may be increased only by majority vote of Members of the Association.

Assessments for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar year, the first year's fees will be prorated to the commencement date for the parcel involved. Fees shall be payable in advance in January of each year. Any assessments which are not paid when due shall be delinquent. The Association may bring action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Owner's Parcel, and/or may suspend the delinquent Owner's right to vote. In the event a judgement is obtained, such judgement shall include late charges and interest on the assessment and reasonable attorneys' fees, together with the expenses and costs of the action. The Board may

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enforce such lien by filing with the Clerk and Recorder of Archuleta County a statement of lien with respect to the Parcel, setting forth the name of the Owner, the legal description of the Parcel and the Owner's interest therein, the name of the Association and the amount of the delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an officer of the Association and notice thereof shall be mailed to the Owner of the Parcel, at the address of the Parcel or at such other address as the Association may have in its records for the Owner of the Parcel. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorney fees, charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the statutes and laws of the State of Colorado. Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgage on a Parcel pursuant to these Covenants and except as subordinated by law to the lien or real property taxes, the lien of the Association shall be deemed to have a priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a Parcel.

Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer until such time as the Developer transfers his interest in and control of the Association.

IN WITNESS WHEREOF, Ellen B. York of Rito Blanco Ranch, LLC, A Colorado Limited Liability Company, subscribed her name this 9th day of September, 1997.

RITO BLANCO RANCH, LLC,
A COLORADO LIMITED LIABILITY COMPANY

By: [Signature]

Ellen B. York, Business Manager

STATE OF COLORADO}
 } ss.
COUNTY OF EL PASO}

The foregoing instrument was acknowledged before me this 9th day of September, 1997, by Ellen B. York as Business Manager of Rito Blanco Ranch, LLC, A Colorado Limited Liability Company.

Witness my official hand and seal.

[Signature]
Notary Public

Address: 3218 Vail Pass Drive, Colo Spgs, CO 80917

My Commission Expires: August 14, 2000

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LEGAL DESCRIPTION

TRACT NO. 1Township 35 North, Range 1 East, N.M.P.M., Archuleta County, Colorado

Section 17: The South Half of the Southeast Quarter (S1/2 SE1/4)

Section 19: The East Half of the Northeast Quarter (E1/2 NE1/4), and the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4)

Section 20: The North Half of the North Half (N1/2 N1/2), and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4), and the South Half of the Northeast Quarter (S1/2 NE1/4), and the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), and the West Half of the Southeast Quarter (W1/2 SE1/4), and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4)

EXCEPTING THEREFROM, that certain parcel described as Tract No. 2 below.

TRACT NO. 2

That certain tract of land located in Section 20, Township 35 North, Range 1 East, N.M.P.M., Archuleta County, Colorado, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the tract herein described, a point on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 20, monumented with a 1/2 inch diameter rebar with cap marked LS 23894, whence the South Quarter corner of said Section 20 bears South 19° 28' 09" West, a distance of 1389.50 feet; thence South 89° 41' 08" West, a distance of 458.26 feet along said South line of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) to the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of said Section 20, monumented with a stone marked 1/16; thence North 89° 59' 33" West, a distance of 1295.35 feet along the South line of said Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) to the Southwest corner thereof, monumented with a stone marked 1/16, which corner is identical with the Southwest corner of the tract herein described; thence North 00° 09' 17" East, a distance of 1308.17 feet along the West line of said Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) to the Northwest corner thereof, monumented with a 3/4 inch diameter rebar with cap marked LS 23894; thence North 88° 26' 32" West, a distance of 379.02 feet along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 20 to a 1/2 inch diameter rebar with cap marked LS 23894, which rebar is the witness corner for the West corner of the tract herein described; thence continuing North 88° 26' 32" West 20.39 feet along said South line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) to its point of intersection with the centerline of the Rito Blanco River, thence along said centerline of the Rito Blanco River the following courses and distances: North 68.22 feet; thence North 56° 05' 58" East, 167.87 feet; thence North 82° 26' 05" East, 53.20 feet; thence North 89° 11' 08" East, 34.53 feet; thence North 27° 00' 32" East, 51.50 feet; thence North 09° 07' 15" West 67.74 feet; thence North 03° 14' 11" East 98.80 feet; thence North 15° 54' 45" East, 63.46 feet; thence North 34° 54' 41" East 159.60 feet; thence North 83° 46' 51" East 53.16 feet; thence South 83° 40' 58" East, 81.74 feet; thence North 80° 22' 08" East, 46.98 feet; thence North 51° 11' 49" East, 62.63 feet; thence North 42° 21' 02" East, 107.64 feet; thence North 35° 00' 00" East, 40.00 feet; thence North 03° 19' 41" East, 69.44 feet; thence North 31° 00' 00" East, 50.00; thence North 36° 45' 07" East 20.39 feet; thence North 70° 00' 00" East, 40.00 feet; thence North 60° 00' 00" East, 50.00 feet; thence North 30° 19' 26" East, 48.78 feet; thence North 17° 00' 00" East, 50.00 feet; thence North 11° 23' 07" West, 85.42 feet; thence North 21° 20' 55" West, 67.51 feet; thence North 27° 07' 05" West, 33.78 feet; thence North 25° 49' 18" East, 44.08 feet; thence North 61° 34' 56" East, 61.28 feet; thence North 87° 41' 39" East, 108.40 feet; thence North 71° 14' 47" East, 37.10 feet; thence North 60° 05' 44" East 73.02 feet; thence North 12° 02' 08" East 98.01 feet; thence North 40° 49' 16" East, 99.38 feet; thence North 20° 25' 24" East, 63.63 feet; thence North 60° 00' 42" East, 38.69 feet; thence North 73° 43' 24" East, 140.06 feet; thence North 65° 43' 08" East, 85.76 feet; thence North 08° 39' 42" East, 44.16 feet; thence North 27° 56' 44" West, 53.83 feet; thence North 31° 10' 28" West, 34.65 feet; thence North 31° 27' 19" East, 81.01 feet; thence North 42° 43' 17" East, 73.60 feet; thence North 32° 03' 59" East, 58.99 feet; thence leaving said centerline of the Rito Blanco River South 48° 27' 27" East, a distance of 22.16 feet to a 1/2 inch diameter rebar with cap marked LS 23894, which rebar is the witness corner for the North corner of the tract herein described; thence continuing South 46° 27' 27" East, a distance of 867.55 feet to the Northeasterly corner of the tract herein described, monumented with a 1/2 inch diameter rebar with cap marked LS 23894; thence South 00° 26' 43" West, a distance of 2629.30 feet to the Point of Beginning.

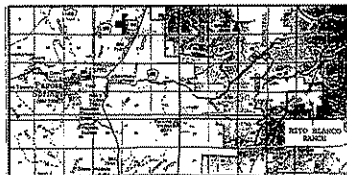
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PLAT OF
RITO BLANCO RANCH
FILING NUMBER ONE



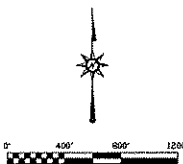
VICINITY MAP
SCALE 1" = 2 MILES

ROAD ROUNDRY TABLE		
LINE	BEARING	DIST
L1	211°59'44"	12.12
L2	40°33'44"	12.12
L3	07°25'24"	12.12
L4	211°59'44"	12.12
L5	22°23'24"	12.12
L6	27°00'44"	12.12
L7	25°43'20"	12.12
L8	25°14'20"	12.12
L9	09°48'00"	12.12
L10	18°03'20"	12.12
L11	76°25'14"	12.12
L12	08°03'20"	12.12
L13	08°03'20"	12.12
L14	30°12'44"	12.12
L15	27°22'44"	12.12
L16	34°43'20"	12.12
L17	34°43'20"	12.12
L18	88°20'40"	12.12
L19	54°04'20"	12.12
L20	08°20'20"	12.12
ALIVE	RADIUS	LONGTH
C1	100.00	122.46
C2	116.67	119.54
C3	122.00	116.67
C4	122.00	116.67
C5	122.00	116.67
C6	122.00	116.67
C7	122.00	116.67
C8	122.00	116.67
C9	122.00	116.67
C10	122.00	116.67
C11	122.00	116.67
C12	122.00	116.67
C13	122.00	116.67
C14	122.00	116.67
C15	122.00	116.67
C16	122.00	116.67
C17	122.00	116.67
C18	122.00	116.67
C19	122.00	116.67
C20	122.00	116.67

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111.50	
213.42	
213.42	
213.59	
179.46	
179.46	
213.71	
63.27	

NORTH.		
R1	82°55'58"	E
R2	82°27'05"	E
R3	82°27'05"	E
R4	82°11'08"	E
R5	82°00'32"	E
R6	82°00'32"	E
R7	82°01'41"	E
R8	81°55'45"	E
R9	81°55'45"	E
R10	81°55'45"	E
R11	81°55'45"	E
R12	81°55'45"	E
R13	81°55'45"	E
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R100	81°55'45"	E

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58.40°
7.10°
3.02°
3.01°
3.38°
3.53°
8.69°
40.08°
3.00°
4.16°



【来源】《本草纲目》卷四十五。【性味】性平，味甘。【归经】归脾、胃、肺、肾经。【功效】补脾、益肺、固肾、止泻。【主治】脾虚泄泻、肺虚咳嗽、肾虚腰痛、脾虚泄泻、肺虚咳嗽、肾虚腰痛、脾虚泄泻、肺虚咳嗽、肾虚腰痛。

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4/6/11 document type changed from PLNT to MNT. 1a

LEGGE

- = 3 1/4" BLN brass cap (Found)
- △ = Stone Monument (Found)
- = 2" cap on 3/4" rebar, replacing stone (LS 23894) (Set)
- = 2" cap on 3/4" rebar. (LS 23894) (Set)
- ◇ = 3 1/4" Aluminum Monument (LS 23894) (Set)
- ✕ = Fence Line
- ✕ = Property Boundary
- = 1/2" rebar w/ cap (LS 23894) (Set)
- WC = Witness corner

OPPENHEIMER RANGE

DESCRIPTION
S1/2 S61/4 Section 17, E1/2 NE1/4 & NW1/4 S61/4 Section 18
N1/2, NE1/4 SW1/4 & W1/2 SE1/4 Section 20. All in T.35N., R.1E.
H.M.P.M., Archuleta County, Colorado

TOTAL RANCH AREA = 4,832.91 ACRES

**This Is Not An Approved
Archuleta County
Subdivision**

ROADS ARE PRIVATE
MAY NOT BE BLIKY TO APPROVED
COUNTY STANDARDS AND
MAY NOT BE MAINTAINED BY
ARCHULETA COUNTY

MORTGAGE HOLDERS CERTIFICATE

Known as now by these presents, that Judith Oppenheimer, Trustee of the Judith Oppenheimer Charitable Remodeler Unitrust, dated November 7, 1995 and Michael Oppenheimer, being the beneficiaries of that certain Deed of Trust recorded at Reception Number 1907004937 on August 1, 1997 and re-recorded at Reception Number 1907007110 on September 18, 1997, do hereby certify that the records of the office of the Clerk and Recorder of Archuleta County, Colorado, encompassing all or certain parts of the real property described herein, owned by Rita Wilson Rabeck, LLC, consent to and approve the recording of the deed for Rita Wilson Rabeck, LLC, to Judith Oppenheimer and Michael Oppenheimer, as Trustees of the Judith Oppenheimer Charitable Remodeler Unitrust, with the Covenants, Restrictions, Easements, Rights of Way, and Protective Covenants recorded at Reception Number 1907007110 on September 18, 1997 of the records in said office of said encumbrance, provided however said deed shall be subject to the provisions of the deed recorded at Reception

By Judith Organizing, Trustee, Date 11-18-99
Paula L. Smith, Attorney-in-fact

By: Michael Oppenheimer, Attorney in fact Date: 11-18-92

ACKNOWLEDGMENT

STATE OF COLORADO
COUNTY OF Denver

The foregoing certificate was acknowledged before me this 14th Day of Nov. 1997 by Lee F. Sachnoff as Attorney-in-Fact for the Judith Oppenheimer Charitable Remainder Unit.

By Paula Ricart My Commission Expires 7/24/01
Notary Public

STATE OF COLORADO
COUNTY OF Denver

the foregoing certificate was acknowledged before me this 10 day of Nov. 1927 by Lee F. Sachoff as Attorney-in-fact for Michael Oppenheimer.

By Wanda J. Kidout My Commission Expires 7-24-01
Notary Public

OWNER'S STATEMENTS

The herein defined owners have caused the herein described tract of land to be surveyed and subdivided into parcels and easements as shown, described or defined hereon, hence forth to be known as Rita Blanco Ranch Flg. Number 000.

IN WITNESS WHEREOF

Rito Blanco Ranch LLC, a Colorado Limited Liability Company has caused these presents to be executed this 24th day of November, 1997 by
 Glen York, as manager of Rito Blanco Ranch, LLC.

By: [Signature] Date: 11-3-97
Owner of Manager of Rito Blanco Ranch, LLC.
 JOURNAL ENCLOSED

STATE OF COLORADO
COUNTY OF

The foregoing certificate was acknowledged before me this 3rd day of

November 1997 by Elan York as Manager of Alta Blanco Ranch, LLC.

SURVEYOR'S CERTIFICATE

I hereby certify that foregoing plot was prepared from the field notes of a survey performed by me or under my direct supervision, and is strictly conformable thereto.

CLERK AND RECORDERS CERTIFICATE

State of Colorado
County of Archuleta

I hereby certify that this instrument was filed in my office at 12:45 PM
O'clock this 18th Day of November, 1991. Reception Number
93009086 Plat File Number 470

By Yuan Sheng
Deputy Clerk and Recorder

NOTICE: According to Colorado law you **MUST** commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

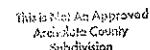
REVISIONS	PLAT OF RITO BLANCO RANCH Filing Number One LOC. IN PORTIONS OF Sections 17, 19 & 20, T.35N., R.1E., N.M.P.M., ARCHULETA COUNTY, COLORADO SCALE 1" = 400' DATE 10/27/97		DESIGNED BY DLM CHECKED BY DPS PLotted PLO126R
CLIENT	LAND PROPERTIES, INC. CHAVIS ENGINEERING SERVICE, INC. P.O. BOX 1804 PHOENIX, ARIZONA 85006-0184 PHONE/FAX: (602) 854-0555		

NOTES

1. Hearings shown on this plot are based on solar observations taken during a previous survey in Sections 28 and 29 and lead to the likely survey by Lawrence.
2. Stone monuments shown herein represent corners set by Robert H. Howe, County Surveyor, in 1809 during his survey of Spinks Brothers Land.
3. The courses and distances shown herein along the centerline of the Rice Station represent the line as surveyed in October 1923. Only that portion of the centerline of the Rice Station that forms a boundary between parcels was surveyed. The remaining portion of said line was taken from the U.S.G.P. 7.5 Minute Quadrangle block of this area.

The map shows the Rio Delanco Ranch, a large area of land located south of the town of Delanco. The Rio Grande is shown as a winding river to the west of the ranch. The town of Delanco is located to the north of the ranch. The map is divided into a grid with letters A through J and numbers 1 through 10. A legend in the bottom right corner identifies the Rio Delanco Ranch and the Rio Grande.

- = 3 1/4" BLM brass cap (Found)
- ▲ = Stone Monument (Found)
- = 2" cap on 3/4" rebar, replacing stone (LS 23894) (Set)
- = 2" cap on 3/4" rebar, (LS 23894) (Set)
- = 3 1/4" Aluminum Monument (LS 23894) (Set)
- X-X- Fence Line
- Property Boundary
- = 1/2" rebar w/ cap (LS 23894) (Set)
- WC = Witness corner
- Easement Limits (as noted)



4. Most of the perimeter of the Raccoon Ranch is fenced on stone, however, these fences do enclose and do not purport to represent the boundary of this property.

5. One Eche has his residence in the NE 1/4 NW 1/4 Section 20 and one Eche has his residence in the NW 1/4 NW 1/4 Section 20. These parcels are subject to any and all easements and/or rights associated with the control and maintenance of the irrigation ditch.

6. The city (AO) foot wide Road Easement shown herein is for the use and benefit of all owners of property in Rito Grande Ranch, both in Tracts hereinafter 1 and 2, and a twenty-foot (20') foot wide easement shown herein for the use and benefit of all owners of the road easement on shown herein. A twenty-foot (20') foot wide easement shown herein for the use and benefit of all owners of the Rito Grande Ranch. A ten (10') foot wide VADP easement is hereby set aside on each side of all side and/or common road VADP easement shown herein. The portion, except those lines which affect the center of the Rito Grande.

7. Reservation, easements, rights of way and encumbrances affecting the property were researched by High Country Title Co., Inc. and the Seller, and the Seller warrants that the Seller is not aware of any such encumbrances. The Seller warrants that the Seller is not aware of any such encumbrances. Order Number 03000544. Client did not wish to have these

LINE	BEARING	DISTANCE
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L1	2	281.77	379.91
L2	3	281.77	384.4
L3	4	281.77	388.9
L4	5	281.77	393.4
L5	6	281.77	397.9
L6	7	281.77	402.4
L7	8	281.77	406.9
L8	9	281.77	411.4
L9	10	281.77	415.9
L10	11	281.77	420.4
L11	12	281.77	424.9
L12	13	281.77	429.4
L13	14	281.77	433.9
L14	15	281.77	438.4
L15	16	281.77	442.9
L16	17	281.77	447.4
L17	18	281.77	451.9
L18	19	281.77	456.4
L19	20	281.77	460.9
L20	21	281.77	465.4
L21	22	281.77	469.9
L22	23	281.77	474.4
L23	24	281.77	478.9
L24	25	281.77	483.4
L25	26	281.77	487.9
L26	27	281.77	492.4
L27	28	281.77	496.9
L28	29	281.77	501.4
L29	30	281.77	505.9
L30	31	281.77	510.4
L31	32	281.77	514.9
L32	33	281.77	519.4
L33	34	281.77	523.9
L34	35	281.77	528.4
L35	36	281.77	532.9
L36	37	281.77	537.4
L37	38	281.77	541.9
L38	39	281.77	546.4
L39	40	281.77	550.9
L40	41	281.77	555.4
L41	42	281.77	559.9
L42	43	281.77	564.4
L43	44	281.77	568.9
L44	45	281.77	573.4
L45	46	281.77	577.9
L46	47	281.77	582.4
L47	48	281.77	586.9
L48	49	281.77	591.4
L49	50	281.77	595.9
L50	51	281.77	600.4
L51	52	281.77	604.9
L52	53	281.77	609.4
L53	54	281.77	613.9
L54	55	281.77	618.4
L55	56	281.77	622.9
L56	57	281.77	627.4
L57	58	281.77	631.9
L58	59	281.77	636.4
L59	60	281.77	640.9
L60	61	281.77	645.4
L61	62	281.77	649.9
L62	63	281.77	654.4
L63	64	281.77	658.9
L64	65	281.77	663.4
L65	66	281.77	667.9
L66	67	281.77	672.4
L67	68	281.77	676.9
L68	69	281.77	681.4
L69	70	281.77	685.9
L70	71	281.77	690.4
L71	72	281.77	694.9
L72	73	281.77	699.4
L73	74	281.77	703.9
L74	75	281.77	708.4
L75	76	281.77	712.9
L76	77	281.77	717.4
L77	78	281.77	721.9
L78	79	281.77	726.4
L79	80	281.77	730.9
L80	81	281.77	735.4
L81	82	281.77	739.9
L82	83	281.77	744.4
L83	84	281.77	748.9
L84	85	281.77	753.4
L85	86	281.77	757.9
L86	87	281.77	762.4
L87	88	281.77	766.9
L88	89	281.77	771.4
L89	90	281.77	775.9
L90	91	281.77	780.4
L91	92	281.77	784.9
L92	93	281.77	789.4
L93	94	281.77	793.9
L94	95	281.77	798.4
L95	96	281.77	802.9
L96	97	281.77	807.4
L97	98	281.77	811.9
L98	99	281.77	816.4
L99	100	281.77	820.9
L100	101	281.77	825.4
L101	102	281.77	829.9
L102	103	281.77	834.4
L103	104	281.77	838.9
L104	105	281.77	843.4
L105	106	281.77	847.9
L106	107	281.77	852.4
L107	108	281.77	856.9
L108	109	281.77	861.4
L109	110	281.77	865.9
L110	111	281.77	870.4
L111	112	281.77	874.9
L112	113	281.77	879.4
L113	114	281.77	883.9
L114	115	281.77	888.4
L115	116	281.77	892.9
L116	117	281.77	897.4
L117	118	281.77	901.9
L118	119	281.77	906.4
L119	120	281.77	910.9
L120	121	281.77	915.4
L121	122	281.77	919.9
L122	123	281.77	924.4
L123	124	281.77	928.9
L124	125	281.77	933.4
L125	126	281.77	937.9
L126	127	281.77	942.4
L127	128	281.77	946.9
L128	129	281.77	951.4
L129	130	281.77	955.9
L130	131	281.77	960.4
L131	132	281.77	964.9
L132	133	281.77	969.4
L133	134	281.77	973.9
L134	135	281.77	978.4
L135	136	281.77	982.9
L136	137	281.77	987.4
L137	138	281.77	991.9
L138	139	281.77	996.4
L139	140	281.77	1000.9
L140	141	281.77	1005.4
L141	142	281.77	1009.9
L142	143	281.77	1014.4
L143	144	281.77	1018.9
L144	145	281.77	1023.4
L145	146	281.77	1027.9
L146	147	281.77	1032.4
L147	148	281.77	1036.9
L148	149	281.77	1041.4
L149	150	281.77	1045.9
L150	151	281.77	1050.4
L151	152	281.77	1054.9
L152	153	281.77	1059.4
L153	154	281.77	1063.9
L154	155	281.77	1068.4
L155	156	281.77	1072.9
L156	157	281.77	1077.4
L157	158	281.77	1081.9
L158	159	281.77	1086.4
L159	160	281.77	1090.9
L160	161	281.77	1095.4
L161	162	281.77	1099.9
L162	163	281.77	1104.4
L163	164	281.77	1108.9
L164	165	281.77	1113.4
L165	166	281.77	1117.9
L166	167	281.77	1122.4
L167	168	281.77	1126.9
L168	169	281.77	1131.4
L169	170	281.77	1135.9
L170	171	281.77	1140.4
L171	172	281.77	1144.9
L172	173	281.77	1149.4
L173	174	281.77	1153.9
L174	175	281.77	1158.4
L175	176	281.77	1162.9
L176	177	281.77	1167.4
L177	178	281.77	1171.9
L178	179	281.77	1176.4
L179	180	281.77	1180.9
L180	181	281.77	1185.4
L181	182	281.77	1189.9
L182	183	281.77	1194.4
L183	184	281.77	1198.9
L184	185	281.77	1203.4
L185	186	281.77	1207.9
L186	187	281.77	1212.4
L187	188	281.77	1216.9
L188	189	281.77	1221.4
L189	190	281.77	1225.9
L190	191	281.77	1230.4
L191	192	281.77	1234.9
L192	193	281.77	1239.4
L193	194	281.77	1243.9
L194	195	281.77	1248.4
L195	196	281.77	1252.9
L196	197	281.77	1257.4
L197	198	281.77	1261.9
L198	199	281.77	1266.4
L199	200	281.77	1270.9
L200	201	281.77	1275.4
L201	202	281.77	1279.9
L202	203	281.77	1284.4
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L204	205	281.77	1293.4
L205	206	281.77	1297.9
L206	207	281.77	1302.4
L207	208	281.77	1306.9
L208	209	281.77	1311.4
L209	210	281.77	1315.9
L210	211	281.77	1320.4
L211	212	281.77	1324.9
L212	213	281.77	1329.4
L213	214	281.77	1333.9
L214	215	281.77	1338.4
L215	216	281.77	1342.9
L216	217	281.77	1347.4
L217	218	281.77	1351.9
L218	219	281.77	1356.4
L219	220	281.77	1360.9
L220	221	281.77	1365.4
L221	222	281.77	1369.9
L222	223	281.77	1374.4
L223	224	281.77	1378.9
L224	225	281.77	1383.4
L225	226	281.77	1387.9
L226	227	281.77	1392.4
L227	228	281.77	1396.9
L228	229	281.77	1401.4
L229	230	281.77	1405.9
L230	231	281.77	1410.4
L231	232	281.77	1414.9
L232	233	281.77	1419.4
L233	234	281.77	1423.9
L234	235	281.77	1428.4
L235	236	281.77	1432.9
L236	237	281.77	1437.4
L237	238	281.77	1441.9
L238	239	281.77	1446.4
L239	240	281.77	1450.9
L240	241	281.77	1455.4
L241	242	281.77	1459.9
L242	243	281.77	1464.4
L243	244	281.77	1468.9
L244	245	281.77	1473.4
L245	246	281.77	1477.9
L246	247	281.77	1482.4
L247	248	281.77	1486.9
L248	249	281.77	1491.4
L249	250	281.77	1495.9
L250	251	281.77	1500.4
L251	252	281.77	1504.9
L252	253	281.77	1509.4
L253	254	281.77	1513.9
L254	255	281.77	1518.4
L255	256	281.77	1522.9
L256	257	281.77	1527.4
L257	258	281.77	1531.9
L258	259	281.77	1536.4
L259	260	281.77	1540.9
L260	261	281.77	1545.4
L261	262	281.77	1549.9
L262	263	281.77	1554.4
L263	264	281.77	1558.9
L264	265	281.77	1563.4
L265	266	281.77	1567.9
L266	267	281.77	1572.4
L267	268	281.77	1576.9
L268	269	281.77	1581.4
L269	270	281.77	1585.9
L270	271	281.77	1590.4
L271	272	281.77	1594.9
L272	273	281.77	1599.4
L273	274	281.77	1603.9
L274	275	281.77	1608.4
L275	276	281.77	1612.9
L276	277	281.77	1617.4
L277	278	281.77	1621.9
L278	279	281.77	1626.4
L279	280	281.77	1630.9
L280	281	281.77	1635.4
L281	282	281.77	1639.9
L282	283	281.77	1644.4
L283	284	281.77	1648.9
L284	285	281.77	1653.4
L285	286	281.77	1657.9
L286	287	281.77	1662.4
L287	288	281.77	1666.9
L288	289	281.77	1671.4
L289	290	281.77	1675.9
L290	291	281.77	1680.4
L291	292	281.77	1684.9
L292	293	281.77	1689.4
L293	294	281.77	1693.9
L294	295	281.77	1698.4
L295	296	281.77	1702.9
L296	297	281.77	1707.4
L297	298	281.77	1711.9
L298	299	281.77	1716.4
L299	300	281.77	1720.9
L300	301	281.77	1725.4
L301	302	281.77	1729.9
L302	303	281.77	1734.4
L303	304	281.77	1738.9
L304			

CURVE	WAVELENGTH	CHORD
C1	100.00	135.44
C2	175.00	175.00
C3	250.00	191.47
C4	333.33	200.00
C5	400.00	205.94
C6	500.00	216.51
C7	666.67	229.42
C8	1000.00	244.94
C9	1666.67	261.81
C10	2500.00	270.41
C11	3333.33	276.62
C12	4000.00	280.00
C13	5000.00	283.54
C14	6666.67	286.64
C15	10000.00	289.38
C16	16666.67	291.77
C17	25000.00	293.33
C18	33333.33	294.44
C19	40000.00	295.24
C20	50000.00	295.92
C21	66666.67	296.48
C22	100000.00	296.94
C23	166666.67	297.30
C24	250000.00	297.58
C25	333333.33	297.80
C26	400000.00	297.97
C27	500000.00	298.11
C28	666666.67	298.23
C29	1000000.00	298.33
C30	1666666.67	298.41
C31	2500000.00	298.48
C32	3333333.33	298.53
C33	4000000.00	298.58
C34	5000000.00	298.62
C35	6666666.67	298.66
C36	10000000.00	298.69
C37	16666666.67	298.72
C38	25000000.00	298.74
C39	33333333.33	298.76
C40	40000000.00	298.78
C41	50000000.00	298.79
C42	66666666.67	298.80
C43	100000000.00	298.81
C44	166666666.67	298.82
C45	250000000.00	298.83
C46	333333333.33	298.84
C47	400000000.00	298.84
C48	500000000.00	298.85
C49	666666666.67	298.85
C50	1000000000.00	298.86

TITLE *****

DTG 01 JUL 86
ORIGINATOR *****
REPORT NUMBER *****
PERFORMING ORGANIZATION NAME(S) *****
ADDRESS(ES) *****
CITY *****
STATE *****
ZIP *****
AUTHOR *****
EDITOR *****
PERFORMING ORGANIZATION REPORT NUMBER *****
DISTRIBUTION STATEMENT *****
SECURITY CLASSIFICATION *****
SUBJECT TERMS *****
ABSTRACT *****
KEYWORDS *****
UNCLASSIFIED *****
DECLASSIFY ON *****
REMARKS *****

R	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R9	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R10	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R11	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R13	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R14	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R15	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R16	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
R17	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63																																					

SEC. 19

SEC. 17

SEC. 20

OWNER'S STATEMENT

The herein defined owners have caused the herein described tract of land to be surveyed and subdivided into parcels and easements as shown, described or defined herein, hence forth to be known as Rito Blanco Ranch Filing Number Two.

IN WITNESS WHEREOF

Rito Blanco Ranch LLC, a Colorado Limited Liability Company has caused these patents to be executed this 20th Day of August, 1998 by Marquerite A. Rolston, as manager of Rito Blanco Ranch, LLC.

By Marquitta A. Rabon Date 8/6/92
Marquitta A. Rabon as Manager of Rita Blanco Ranch, LLC.

ACKNOWLEDGEMENT

STATE OF COLORADO

The foregoing certificate was acknowledged before me this 20th day of August, 1998 by Margarita A. Rotolan as Manager of Rita Blanco Ranch, LLC

By Adria L. Griffin Notary Public  Commission Expires 7-28-99



SURVIVOR'S CERTIFICATE

I hereby certify that foregoing plot was prepared from the field notes of a survey performed by me or under my direct supervision, and is strictly conformable thereto.

CLERK AND RECORDERS CERTIFICATE

State of Colorado

County of Archuleta

I hereby certify that this instrument was filed in my office at 3:40 PM
O'clock this 20th Day of AUGUST, 1998. Reception Number
98007011 Prot. File Number 490

By Nathaniel Woodruff
Deputy Clerk and Recorder

04007011 05/20/1978 03:42P 104
1 of 1 8 11 00 0 0 00 H 8 00 ORCHARDTOWN

ROADS ARE PRIVATE
MAY NOT BE BUILT TO APPROVED
COUNTY STANDARDS AND
MAY NOT BE MAINTAINED BY
ARCHULETA COUNTY

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

REVISIONS	PLAT OF	
REV. 8/19/96	RITO BLANCO RANCH Filing Number Two	
	LOC. IN PORTIONS OF SECTIONS 17 & 20, T. 35 N.,	
	R. 1 E., N.M.P.M., ARIZONA COUNTY, COLORADO	
SCALE	1" = 400'	DWNO ENGINEERING SERVICE, INC.
DRAWN	8/07/98	PLACED BY
		PACIFIC ENGINEERING, COLORADO INC.
		PHONOS/FAC (303) 994-0000
DATE		DESIGNED BY
		DM
		CHECKED BY
		DM
DATE		PLACED
		DM

4

DECLARATION OF PROTECTIVE COVENANTS

for Rito Blanco Ranch

Rito Blanco Ranch, LLC, A Colorado Limited Liability Company, the owner of real property situated in the County of Archuleta, State of Colorado, hereinafter referred to as *the Property* and legally described on Exhibit A attached hereto, in order to protect the living environment and preserve the values in *the Property*, does hereby declare that the land shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, restriction and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The property comprising the above-mentioned land is made specifically subject to the following described covenants.

I. **INTENT:** It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said *Property*, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

II. **PROPERTY OWNERS ASSOCIATION:** The *Rito Blanco Ranch Property Owners Association, Inc.* will be operated as per the bylaws of the Association:

- (a) **Members:** Every property owner will automatically be a member of the Property Owners Association.
- (b) **Purpose:** The purpose of the Association is to use its authority, as given in the bylaws:
 - (1) To enforce these protective covenants.
 - (2) To assess property owners annual assessments. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Parcel shall be a continuing lien, in favor of the Association upon the Parcel against which each such assessment, charge, fee or other sum is made.
 - (3) To provide upkeep and improvements to all non-county roads in *the Property*.
 - (4) To represent all property owners in matters of mutual interest.
 - (5) To administer and lease grazing rights.
- (c) **Board of Directors:** The business and affairs of the Association shall be managed by its Board of Directors. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of *the Property*. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Parcels:
 - (1) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the bylaws of the Association and supplements and amendments thereto;
 - (2) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the Parcels with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof;
 - (3) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the areas in *the Property* required to be maintained by the Association;
 - (4) To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable by the Association;
- (d) **Control of Property Owners Association:** Notwithstanding anything else contained herein to the contrary, until all infrastructure and amenities are complete and/or as long as Developer owns in fee simple greater than twenty (20) percent of *the Property* subject to the Covenants, including any subsequently annexed property, the Developer shall be entitled to appoint the majority of the Directors on the Board of Directors for the Property Owners Association entitled to be elected pursuant to the bylaws, with the remaining Directors elected by the Owners.

III. **DWELLINGS:** No primary dwelling shall be built on *the Property* that is less than 1,000 square feet of living space. Mobile homes and manufactured homes shall not be permitted on any parcel within *the Property*. Any structure must be on permanent footing and foundation. No commercial activity shall be permitted unless approved by the Property Owners Association Board.

Home office usage is permitted providing that such business does not increase traffic in or out of the subdivision. Such home office usage where clientele and/or customers would visit the home office shall be prohibited unless prior approval is given by the Property Owners Association Board.

IV. **SETBACKS:** No structure may be erected within one hundred (100) feet of the right-of-way line of any road within *the Property*, nor within fifty (50) feet of any side or rear line of any parcel unless approved by the Property Owners Association Board.

V. **TRASH AND RUBBISH:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition so as not to endanger wildlife.

VI. **UTILITY EASEMENTS:** A fifteen (15) foot utility easement is hereby set aside on each side of all side and common rear lot lines and a thirty (30) foot utility easement is hereby set aside on the interior side of all exterior lot lines. A twenty-five (25) foot utility easement is hereby set aside on each side of all interior roads within *Rito Blanco Ranch*.

VII. **NUISANCES:** No owner shall cause or allow the origination of noxious, offensive or illegal activities on any parcel, nor shall anything be done on any parcel that shall be or become a nuisance or unreasonable annoyance to neighbors. The Association Board shall make the final determination of what constitutes a nuisance.

VIII. **ANIMALS:** Animals will be allowed on *the Property* for personal use of parcel owners. Any animals raised for commercial activity must be approved by the Property Owners Association Board. Commercial feed lots and swine shall be prohibited from *the Property*.

IX. **MOTOR VEHICLES:** No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.

X. **TEMPORARY RESIDENCES:** No structure of temporary character, recreational vehicle, camper unit, trailer, basement, tent or accessory building shall be used on any parcel as a residence. Recreational vehicles, camper units and tents may be used for vacation camping for periods not to exceed ninety (90) consecutive days in any calendar year.

XI. **LAND USE:** Commercial wood harvesting, mining (including the removal of soil, gravel or rock) and oil or gas production is prohibited. Further subdivision of less than thirty-five acres is prohibited.

XII. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

XIII. **TERMS OF COVENANTS:** These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by not less than two-thirds majority of the land owners of the parcels has been recorded, changing said covenants in whole or part.

XIV. **SEVERABILITY:** Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XV. **COUNTY REGULATIONS:** To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

XVI. **COUNTER PARTS:** This instrument may be executed in a number of counter parts, any one of which may be considered an original.

XVII. **ANNEXATION:** Developer may from time to time within ten years after the date of the recording of this Declaration of Protective Covenants for *the Property* annex property or allow to be annexed certain property the Developer deems appropriate to the development by recording one or more annexation statements. Upon the recording of such Annexation Statement in the public records of Archuleta County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the development and subject to all of the terms and provisions of these Covenants.

XVIII. **FEES AND ENFORCEMENT:** All parcels within *the Property* shall be subject to assessment for Property Owners Association fees in an amount to be determined by the Association. Assessments may be increased only by majority vote of Members of the Association.

Assessments for fees will commence upon conveyance at the date of closing. Whenever the obligation to pay fees arises after the start of the calendar year, the first year's fees will be prorated to the commencement date for the parcel involved. Fees shall be payable in advance in January of each year. Any assessments which are not paid when due shall be delinquent. The Association may bring action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Owner's Parcel, and/or may suspend the delinquent Owner's right to vote. In the event a judgement is obtained, such judgement shall include late charges and interest on the assessment and reasonable attorneys' fees, together with the expenses and costs of the action. The Board may

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2 of 4 R 21.00 D 0.00 N 0.00 ARCHULETA COUNTY



Developer does not pay assessments but is responsible for contributing any necessary funds so that any obligation of the Association is met by the Developer until such time as the Developer transfers his interest in and control of the Association.

**RITO BLANCO RANCH, LLC,
A COLORADO LIMITED LIABILITY COMPANY**

By:

Ellen B. York, Business Manager

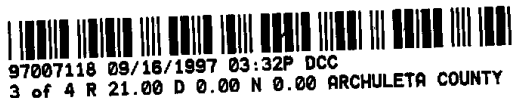
The foregoing instrument was acknowledged before me this 9th day of September, 1997 by Ellen B. York as Business Manager of Rito Blanco Ranch, LLC, A Colorado Limited Liability Company.

Witness my official hand and seal.

Mary M. Gurnea
Notary Public

Address: 3218 Vail Pass Drive, Colo Spgs, CO 80917

My Commission Expires: August 14, 2000



TRACT NO. 1

Township 35 North, Range 1 East, N.M.P.M., Archuleta County, Colorado

- Section 17: The South Half of the Southeast Quarter (S1/2 SE1/4)
- Section 19: The East Half of the Northeast Quarter (E1/2 NE1/4), and the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4)
- Section 20: The North Half of the North Half (N1/2 N1/2), and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4), and the South Half of the Northeast Quarter (S1/2 NE1/4), and the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), and the West Half of the Southeast Quarter (W1/2 SE1/4), and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4)

EXCEPTING THEREFROM, that certain parcel described as Tract No. 2 below.

TRACT NO. 2

That certain tract of land located in Section 20, Township 35 North, Range 1 East, N.M.P.M., Archuleta County, Colorado, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the tract herein described, a point on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 20, monumented with a 1/2 inch diameter rebar with cap marked LS 23894, whence the South Quarter corner of said Section 20 bears South 19° 28' 09" West, a distance of 1389.50 feet; thence South 89° 41' 08" West, a distance of 458.26 feet along said South line of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) to the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of said Section 20, monumented with a stone marked 1/16; thence North 89° 59' 33" West, a distance of 1295.35 feet along the South line of said Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) to the Southwest corner thereof, monumented with a stone marked 1/16, which corner is identical with the Southwest corner of the tract herein described; thence North 00° 09' 17" East, a distance of 1308.17 feet along the West line of said Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) to the Northwest corner thereof, monumented with a 3/4 inch diameter rebar with cap marked LS 23894; thence North 88° 26' 32" West, a distance of 379.02 feet along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 20 to a 1/2 inch diameter rebar with cap marked LS 23894, which rebar is the witness corner for the West corner of the tract herein described; thence continuing North 88° 26' 32" West 20.39 feet along said South line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) to its point of intersection with the centerline of the Rito Blanco River, thence along said centerline of the Rito Blanco River the following courses and distances: North 68.22 feet; thence North 56° 05' 58" East, 167.87 feet; thence North 82° 26' 05" East, 53.20 feet; thence North 89° 11' 08" East, 34.53 feet; thence North 27° 00' 32" East, 51.50 feet; thence North 09° 07' 15" West 67.74 feet; thence North 03° 14' 11" East 98.80 feet; thence North 15° 54' 45" East, 63.46 feet; thence North 34° 54' 41" East 159.60 feet; thence North 83° 46' 51" East 53.16 feet; thence South 83° 40' 58" East, 81.74 feet; thence North 80° 22' 08" East, 46.98 feet; thence North 51° 11' 49" East, 62.63 feet; thence North 42° 21' 02" East, 107.64 feet; thence North 35° 00' 00" East, 40.00 feet; thence North 03° 19' 41" East, 69.44 feet; thence North 31° 00' 00" East, 50.00; thence North 36° 45' 07" East 20.39 feet; thence North 70° 00' 00" East, 40.00 feet; thence North 60° 00' 00" East, 50.00 feet; thence North 30° 19' 26" East, 48.78 feet; thence North 17° 00' 00" East, 50.00 feet; thence North 11° 23' 07" West, 85.42 feet; thence North 21° 20' 55" West, 67.51 feet; thence North 27° 07' 05" West, 33.78 feet; thence North 25° 49' 18" East, 44.08 feet; thence North 61° 34' 56" East, 61.28 feet; thence North 87° 41' 39" East, 108.40 feet; thence North 71° 14' 47" East, 37.10 feet; thence North 60° 05' 44" East 73.02 feet; thence North 12° 02' 08" East 98.01 feet; thence North 40° 49' 16" East, 99.38 feet; thence North 20° 25' 24" East, 63.63 feet; thence North 60° 00' 42" East, 38.69 feet; thence North 73° 43' 24" East, 140.06 feet; thence North 65° 43' 08" East, 85.76 feet; thence North 08° 39' 42" East, 44.16 feet; thence North 27° 56' 44" West, 53.83 feet; thence North 31° 10' 28" West, 34.65 feet; thence North 31° 27' 19" East, 81.01 feet; thence North 42° 43' 17" East, 73.60 feet; thence North 32° 03' 59" East, 58.99 feet; thence leaving said centerline of the Rito Blanco River South 48° 27' 27" East, a distance of 22.16 feet to a 1/2 inch diameter rebar with cap marked LS 23894, which rebar is the witness corner for the North corner of the tract herein described; thence continuing South 46° 27' 27" East, a distance of 867.55 feet to the Northeasterly corner of the tract herein described, monumented with a 1/2 inch diameter rebar with cap marked LS 23894; thence South 00° 26' 43" West, a distance of 2629.30 feet to the Point of Beginning.



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2 of 2 R 11.00 D 140.00 N 0.00 ARCHULETA COUNTY



97027118 09/16/1997 03:32P DCC
4 of 4 R 21.00 D 0.00 N 0.00 ARCHULETA COUNTY

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
for
Rito Blanco Ranch

The undersigned, being the owner of real property in Archuleta County described in the Declaration of Protective Covenants for Rito Blanco Ranch recorded as four (4) pages at Reception Number 97007118 of the records of Archuleta County, Colorado on September 16, 1997, desire to amend said Protective Covenants in Section VI. The undersigned republish and redeclare the Declaration of Protective Covenants in their present form as set forth below:

Rito Blanco Ranch, LLC, Declarant, the owner of real property situated in the County of Archuleta, State of Colorado, known as Rito Blanco Ranch (Property) and legally described on Exhibit A attached hereto. In order to protect the living environment and preserve the values of the Property, Declarant does hereby declare that the land shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant, restriction and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The property comprising the above-mentioned land is made specifically subject to the following described covenants.

VI. UTILITY EASEMENTS: A twenty-five (25) foot wide utility easement is hereby set aside along both sides of the road easement. A twenty-five (25) foot wide utility easement is hereby set aside along the entire perimeter of Rito Blanco Ranch. A ten (10) foot wide utility easement is hereby set aside on each side of all side and/or common rear lot lines of each parcel, except those lines which follow the center of the Rito Blanco.

IN WITNESS WHEREOF, Ellen B. York of Rito Blanco Ranch, LLC, A Colorado Limited Liability Company, subscribed her name this 29th day of September, 1998.

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1 of 2 R 11.00 D 0.00 N 0.00 ARCHULETA COUNTY

RITO BLANCO RANCH, LLC,
A COLORADO LIMITED LIABILITY COMPANY

By: [Signature]
Ellen B. York, Business Manager

STATE OF COLORADO}
 }ss.
COUNTY OF EL PASO}

The foregoing instrument was acknowledged before me this 29th day of September, 1998 by Ellen B. York as Business Manager of Rito Blanco Ranch, LLC, A Colorado Limited Liability Company.

Witness my official hand and seal.

[Signature]
Notary Public
Address: 3218 Vail Pass Drive, Colo Spgs CO 80917

My Commission Expires: August 14, 2000

please return to:
Land Properties
P.O. Box 3310
Pagosa Springs, CO 81147

LEGAL DESCRIPTION

TRACT NO. 1Township 35 North, Range 1 East, N.M.P.M., Archuleta County, Colorado

Section 17: The South Half of the Southeast Quarter (S1/2 SE1/4)

Section 19: The East Half of the Northeast Quarter (E1/2 NE1/4), and the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4)

Section 20: The North Half of the North Half (N1/2 N1/2), and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4), and the South Half of the Northeast Quarter (S1/2 NE1/4), and the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), and the West Half of the Southeast Quarter (W1/2 SE1/4), and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4)

EXCEPTING THEREFROM, that certain parcel described as Tract No. 2 below.

TRACT NO. 2

That certain tract of land located in Section 20, Township 35 North, Range 1 East, N.M.P.M., Archuleta County, Colorado, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the tract herein described, a point on the South line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 20, monumented with a 1/4 inch diameter rebar with cap marked LS 23894, whence the South Quarter corner of said Section 20 bears South 19° 28' 09" West, a distance of 1389.50 feet; thence South 89° 41' 08" West, a distance of 458.26 feet along said South line of said Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) to the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of said Section 20, monumented with a stone marked 1/16; thence North 89° 59' 33" West, a distance of 1295.35 feet along the South line of said Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) to the Southwest corner thereof, monumented with a stone marked 1/16, which corner is identical with the Southwest corner of the tract herein described; thence North 00° 09' 17" East, a distance of 1308.17 feet along the West line of said Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) to the Northwest corner thereof, monumented with a 3/4 inch diameter rebar with cap marked LS 23894; thence North 88° 26' 32" West, a distance of 379.02 feet along the South line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 20 to a 1/4 inch diameter rebar with cap marked LS 23894, which rebar is the witness corner for the West corner of the tract herein described; thence continuing North 88° 26' 32" West 20.39 feet along said South line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) to its point of intersection with the centerline of the Rito Blanco River, thence along said centerline of the Rito Blanco River the following courses and distances: North 68.22 feet; thence North 56° 05' 58" East, 167.87 feet; thence North 82° 26' 05" East, 53.20 feet; thence North 89° 11' 08" East, 34.53 feet; thence North 27° 00' 32" East, 51.50 feet; thence North 09° 07' 15" West 67.74 feet; thence North 03° 14' 11" East 98.80 feet; thence North 15° 54' 45" East, 63.46 feet; thence North 34° 54' 41" East 159.60 feet; thence North 83° 46' 51" East 53.16 feet; thence South 83° 40' 58" East, 81.74 feet; thence North 80° 22' 08" East, 46.98 feet; thence North 51° 11' 49" East, 62.63 feet; thence North 42° 21' 02" East, 107.64 feet; thence North 35° 00' 00" East, 40.00 feet; thence North 03° 19' 41" East, 69.44 feet; thence North 31° 00' 00" East, 50.00; thence North 36° 45' 07" East 20.39 feet; thence North 70° 00' 00" East, 40.00 feet; thence North 60° 00' 00" East, 50.00 feet; thence North 30° 19' 26" East, 48.78 feet; thence North 17° 00' 00" East, 50.00 feet; thence North 11° 23' 07" West, 85.42 feet; thence North 21° 20' 55" West, 67.51 feet; thence North 27° 07' 05" West, 33.78 feet; thence North 25° 49' 18" East, 44.08 feet; thence North 61° 34' 56" East, 61.28 feet; thence North 87° 41' 39" East, 108.40 feet; thence North 71° 14' 47" East, 37.10 feet; thence North 60° 05' 44" East 73.02 feet; thence North 12° 02' 08" East 98.01 feet; thence North 40° 49' 16" East, 99.38 feet; thence North 20° 25' 24" East, 63.63 feet; thence North 60° 00' 42" East, 38.69 feet; thence North 73° 43' 24" East, 140.06 feet; thence North 65° 43' 08" East, 85.76 feet; thence North 08° 39' 42" East, 44.16 feet; thence North 27° 56' 44" West, 53.83 feet; thence North 31° 10' 28" West, 34.65 feet; thence North 31° 27' 19" East, 81.01 feet; thence North 42° 43' 17" East, 73.60 feet; thence North 32° 03' 59" East, 58.99 feet; thence leaving said centerline of the Rito Blanco River South 48° 27' 27" East, a distance of 22.16 feet to a 1/4 inch diameter rebar with cap marked LS 23894, which rebar is the witness corner for the North corner of the tract herein described; thence continuing South 46° 27' 27" East, a distance of 867.55 feet to the Northeasterly corner of the tract herein described, monumented with a 1/4 inch diameter rebar with cap marked LS 23894; thence South 00° 26' 43" West, a distance of 2629.30 feet to the Point of Beginning.

RECORDER'S NOTE

Some words are hard to read
and may not reproduce well.

97004957 08/01/1997 03:13P WD
2 of 2 R 11.00 D 140.00 N 0.00 ARCHULETA COUNTY

97007118 08/16/1997 03:32P DCC
4 of 4 R 21.00 D 0.00 N 0.00 ARCHULETA COUNTY

98008563 10/12/1998 11:45A DCC
2 of 2 R 11.00 D 0.00 N 0.00 ARCHULETA COUNTY



21206672 10/9/2012 2:03 PM
1 of 24 BYL RS\$126.00 DS\$0.00

June Madrid
Archuleta County

(24)

After recording, mail to:
Janis McElroy, Secretary
Rito Blanco Ranch POA
3321 N Hawes Road
Mesa, AZ 85207-9715

**AMENDED AND RESTATED BYLAWS
OF
RITO BLANCO RANCH PROPERTY OWNERS ASSOCIATION, INC.**

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**AMENDED AND RESTATED BYLAWS
OF**

RITO BLANCO RANCH PROPERTY OWNERS ASSOCIATION, INC.

Rito Blanco Ranch Property Owners Association, Inc., a Colorado nonprofit corporation ("Association"), certifies that:

RECITALS:

- A. The Association desires to amend and restate its Bylaws currently in effect as follows.
- B. The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and any amendments.
- C. The Bylaws of the Association are hereby amended by striking in their entirety Articles I through IX, inclusive, and by substituting the following:

ARTICLE 1. — INTRODUCTION AND PURPOSE

These Amended and Restated Bylaws are adopted for the regulation and management of the affairs of the Association. The Association has been organized as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to act as the Association pursuant to the Rito Blanco Ranch Declaration, as may be amended from time to time (the "Declaration").

The purposes for which the Association is formed are to operate and govern the Community known as Rito Blanco Ranch; to provide for the administration, maintenance, preservation and architectural review of the Lots and Common Areas within the Rito Blanco Ranch Community; and to promote the health, safety, welfare and recreation of the Owners within the Community.

ARTICLE 2. — DEFINITIONS

The following terms shall have the meaning set forth below, unless the context requires otherwise:

Section 2.1 Act shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.*, as it may be amended.

Section 2.2 Association shall mean and refer to the Rito Blanco Ranch Property Owners Association, Inc. and its successors and assigns.



Section 2.3 Board or Board of Directors or Executive Board shall mean the body designated in the Governing Documents to act on behalf of the Association.

Section 2.4 Common Areas shall mean the property within this Community other than the Lots, which portion of the property may be designated on the map and in the Declaration. The Common Areas shall be owned by the Association.

Section 2.5 Common Expenses shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 2.6 Community or Rito Blanco Ranch Community shall mean the Rito Blanco Ranch Community, as further defined by the recorded map and the Declaration.

Section 2.7 Declaration shall mean and refer to the Protective Covenants for Rito Blanco Ranch, as amended, applicable to the Community recorded in the office of the Clerk and Recorder of Archuleta, Colorado.

Section 2.8 Governing Documents shall mean the Declaration, the map, the Articles of Incorporation, the Bylaws and rules and regulations of the Rito Blanco Ranch Property Owners Association, Inc., as they may be amended.

Section 2.9 Lot shall mean a physical portion of the Community, designated for separate ownership, shown as a Lot on the recorded map for the Community.

Section 2.10 Member shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

Section 2.11 Owner shall mean the owner of record title, whether one or more persons or entities to any Lot which is a part of the Community, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

ARTICLE 3. — MEMBERSHIP AND VOTING

Section 3.1 Membership and Voting. Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Each Lot shall be allocated one vote.

Section 3.2 Suspension of Member Rights. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the Member's voting rights and the right to use the recreational facilities shall be deemed suspended by the Board of Directors, without notice or hearing, until the assessment has been paid in full. Voting rights and use rights of the recreational facilities may also be suspended, after notice and an

opportunity for a hearing, for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater.

Section 3.3 Member Voting.

(a) Each Member eligible to vote may vote in person or by proxy at all Member meetings.

(b) If only one of several Owners of a Lot is present at a Member meeting, the Owner present is entitled to cast the vote allocated to the Lot.

(c) If more than one of the Owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of those Owners. Majority agreement is deemed to exist if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another Owner of the Lot. If co-Owners disagree or attempt to cast more than one vote, no such votes shall be counted.

(d) In the absence of express notice to the Board of Directors of the designation of a specific person to cast a vote, the vote of a partnership may be cast by any general partner of that partnership, the vote of a limited liability company may be cast by any manager of that limited liability company, the vote of a corporation may be cast by any officer of that corporation, and the vote of a trust may be cast by any trustee of that trust.

(e) The chair of the meeting may require reasonable evidence that a person voting on behalf of a partnership, limited liability company, corporation or trust is qualified to vote.

(f) Votes allocated to Lots owned by the Association may be cast by the Board of Directors.

Section 3.4 Transfer of Membership. Transfer of memberships shall be made on the Association's books only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Lot to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous Owner as the Member entitled to all rights connected with a membership, including the rights to vote and to receive notice, without liability.

ARTICLE 4. — MEETINGS OF MEMBERS

Section 4.1 Annual Meetings. An annual meeting of the Members shall be held during each of the Association's fiscal years, at such time, date and place as determined by the Board. At these meetings, the directors shall be elected by the Members, in accordance with the provisions of the Bylaws. The Members may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not affect the validity of any corporate action and shall not be considered a forfeiture or dissolution of the Association.



Section 4.2 Budget Ratification Meetings. Meetings to consider proposed budgets shall be called in accordance with the Act. The Act's budget process to be followed is as follows:

- (a) Effective the first full fiscal year after these Bylaws are adopted and become effective, and for each year thereafter, the Board of Directors of the Association is to prepare and approve a proposed budget at least annually. Each such proposed budget is first prepared and approved by the Board of Directors as a proposed budget.
- (b) Within 90 days after the Board of Directors adopts the proposed budget, or such longer time as allowed by the Act, the Board of Directors shall mail or deliver a summary of the proposed budget to those entitled to vote and set a date for a special or annual meeting to consider ratification of the proposed budget.
- (c) Notice for the meeting at which the budget will be considered must be mailed not less than 10 days or more than 50 days before the meeting, or such longer time as allowed by the Act.
- (d) At the meeting, unless Owners holding a majority of the votes in the Association vote to reject the proposed budget, the proposed budget is ratified and becomes the approved budget of the Association; provided, however, if the assessment is to be increased, Owners holding a majority to the votes in the Association must approve the budget with the increased assessment.
- (e) A quorum is not required at the meeting if the meeting is only a budget meeting. If the meeting is also an annual or special meeting at which other business is to be conducted, a quorum is required for other business to be conducted at the annual or special meeting, but not for ratification of the budget.
- (f) In the event the proposed budget is rejected by a majority vote, the budget last ratified is continued until such time as a subsequent budget proposed by the Board of Directors is ratified.

Section 4.3 Special Meetings. Special meetings of the Members may be called by the president, by a majority of the members of the Board of Directors or by the secretary upon receipt of a written petition signed by Owners comprising at least 20% of the votes of the Association. Any such written petition by the Owners must identify the special meeting purpose on each page of the petition which must be a purpose for which the Association membership is authorized to act under the Governing Documents. The form of notice, and the date, time and place of the meeting shall be determined by the Board of Directors. If a notice for a special meeting demanded pursuant to a proper petition is not given by the secretary within 30 days after the date the written demand(s) is delivered to the secretary, the person(s) signing the demand(s) may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws. Any meeting called under this Section shall be conducted by the President of the Board, or in his/her absence, a person chosen by a majority of the Board.



Section 4.4 Record Date. For the purpose of determining Members entitled to notice of, or to vote at, any Member meeting, or in order to make a determination of such Members for any other proper purpose, the Board of Directors may fix, in advance, a date as the record date for any such determination of Members. The record date shall not be more than 50 days prior to the meeting or the event requiring a determination of Members.

Section 4.5 Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of the notice, postage prepaid, or by hand delivery, at least 10 days before, but not more than 50 days before, the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by a Member to the Association for the purpose of notice, unless the Owner waives the mailing of notice as provided in Section 12.3 below. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. No matters shall be heard nor action adopted at a special meeting except as stated or allowed in the notice. Notice of an annual meeting need not include a description of the purpose(s) except the purpose(s) shall be stated with respect to: (a) an amendment or restatement to the Declaration, Articles of Incorporation or Bylaws of the Association; (b) any proposal to remove an officer or director from office; (c) any budget changes; or (d) any other purpose for which a statement of purpose is required by law or the Governing Documents.

Section 4.6 Place of Meeting. Member meetings shall be held at the principal office of the Association or at such other place as may be fixed by the Board of Directors and specified in the notice of the meeting. Meetings may also be held by conference call or electronic means; provided that in any such conference call or electronic meeting all parties can hear each other.

Section 4.7 Quorum. The presence of a majority of the Members eligible to vote at the beginning of any meeting, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, and these Bylaws. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. If the required quorum is not present, the Members who are present shall have power to adjourn the meeting from time to time to a later date, until such time as a quorum shall be present in accordance with the terms of Section 4.8 below.

Section 4.8 Adjourned and Reconvened Meetings. Any membership meeting may be adjourned, to be reconvened at a later date or time by vote of the Owners holding a majority of the vote represented at such meeting, regardless of whether a quorum is present. Any business that could have been transacted properly at the original session of the meeting may be transacted at the reconvened session. No additional notice of such reconvened session shall be required if the original session is adjourned for a period not exceeding 10 days.

Section 4.9 Proxies.

(a) The vote allocated to a Lot may be cast under a proxy duly executed by an Owner.

(b) All proxies shall be in writing and filed with the secretary or designee of the Association at or prior to the meeting.

(c) If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of the vote by the other Owners of the Lot through a duly executed proxy. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.

(d) An Owner may revoke a proxy given under this Section by written notice of revocation to the person presiding over a meeting of the Association.

(e) A proxy is void if it is not dated.

(f) A proxy terminates 11 months after its date, unless it specifies a shorter term or a specific purpose, or upon sale of the Lot for which the proxy was issued.

(g) A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

Section 4.10 Order of Business. The Board of Directors may establish the order of business and prescribe reasonable rules for the conduct of all meetings of Members. Failure to strictly follow Robert's Rules of Order shall not invalidate any action taken at a meeting.

Section 4.11 Waiver of Notice. Waiver of notice of a membership meeting shall be deemed the equivalent of proper notice. Any Member may waive, in writing, any notice of any membership meeting, either before or after such meeting. Attendance at a meeting by a Member, whether in person or represented by proxy, shall be deemed a waiver by such Member of improper notice of the date, time, and location thereof and of any specific business being conducted at such meeting, unless such Owner specifically objects to improper notice at the time the meeting is called to order or the Member objects to improper notice of the specific business before the business is put to a vote.

Section 4.12 Voting Procedures.

(a) Votes for contested positions on the Board of Directors shall be taken by secret ballot.

(b) At the discretion of the Board or upon request of 20% of the Lot Owners who are present in person or by proxy at a meeting at which a quorum is present, a vote on any matter affecting the Community on which all Lot Owners are entitled to vote shall be by secret ballot.

(c) Ballots shall be counted by a neutral third party or by a committee of volunteers. Such volunteers shall be Lot Owners who are selected or appointed at an open meeting, in a fair manner, by the president or another person presiding during that portion of the meeting. The volunteers shall not be Board members and, in the case of a contested election for a Board position, shall not be candidates. The results of a vote taken by secret ballot shall be reported without reference to Owners' names, addresses, or other identifying information.

(d) Voting may be by voice, by show of hands, by consent, by mail, by electronic means, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by a majority of the Members present at a meeting; provided, however, if secret balloting is required, the means of voting must protect the secrecy of the ballot.

Section 4.13 Voting by Mail or Electronic Means in Lieu of a Meeting.

(a) In case of a vote by mail or electronic means in lieu of a meeting, the secretary shall mail or deliver written notice to all Members at each Member's address as it appears in the records of the Association given for notice purposes. The notice shall include: (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that Members are entitled to vote by mail or electronic means for or against such proposal, (iii) a date at least 10 days after the date such notice shall have been given, on or before which all votes must be received at the office of the Association at the address designated in the notice, and (iv) the number of votes which must be received to meet the quorum requirement and the percentage of votes received needed to carry the vote. Voting by mail or electronic means shall be acceptable in all instances in the Declaration, Articles or these Bylaws requiring the vote of Members at a meeting.

(b) The Association may conduct elections of directors by mail or electronic means, in its sole discretion, and pursuant to procedures adopted by it; provided however, that any procedures adopted shall provide for notice to Members of the opportunity to run for a vacant position and/or nominate any Member of the Association for a vacant position, subject to the nominated Member's consent, and provided that a system is established to maintain the secrecy of ballots in contested elections as required by the Act.

Section 4.14 Voting in Elections of Directors/Other Voting. In an election of directors to be elected, the candidates must receive a least a majority of the votes cast by Members present, in person or by proxy, at a duly called meeting or by mail ballot as provided for herein. On all other items, the vote of more than 50% of Members voting at a meeting at which at least a quorum is present shall constitute a majority and shall be binding upon all Members for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws, the Articles of Incorporation as amended, or by law.

Section 4.15 Voting List.

(a) The Association shall maintain a list of the names and addresses of all Members and the number of votes each is entitled to vote.

(b) After a record date is fixed for a membership meeting or for determining the Members entitled to vote by written ballot, the secretary shall make, at the earlier of 10 days before such meeting or two business days after notice of the meeting has been given, a complete list of the Members entitled to be given notice of such meeting or any adjournment thereof. The list shall be arranged in alphabetical order and shall show the name, address of each Member and number of votes to which each Member is entitled.



(c) For the period beginning the earlier of 10 days prior to the meeting or two business days after notice of the meeting is given and continuing through the meeting and any adjournment thereof, this list shall be kept on file at the office of the Association. Such list shall be available for inspection on written demand by any Member during regular business hours and during the period available for inspection.

(d) If the list is prepared in connection with a written ballot, the list shall be available for inspection beginning on the date the first written ballot is delivered and continuing through the time when such written ballots must be received by the Association in order to be counted.

(e) Any Member may copy the list during regular business hours, at the Member's own expense, and during the period it is available for inspection, provided: (i) the Member has been a Member for at least three months immediately preceding the demand; (ii) the demand is made in good faith and for a purpose reasonably related to the demanding Member's interest; (iii) the Member describes with reasonable particularity the purpose and the records the Member desires to inspect; (iv) the records are directly connected with the described purpose, and (v) the Member pays a reasonable charge covering the costs of labor and material for such copies, not to exceed the estimated cost of production and reproduction.

(f) At all times, the list shall be available for inspection and copying in accordance with these Bylaws and the Association's records inspection policy.

Section 4.16 Limitation on Use of Voting List and Membership List. Unless the Board of Directors gives its prior consent, the Association's voting lists and membership list or any part thereof may not be: (a) obtained or used by any person for any purpose unrelated to a Member's interest as a Member; (b) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Members in an election by the Association; (c) used for any commercial purpose; or (d) sold to or purchased by any person.

ARTICLE 5. — BOARD OF DIRECTORS

Section 5.1 Number of Directors. The affairs of the Association shall be governed by a Board of Directors which shall consist of not less than one or more than 10 members, elected or appointed as provided below (the "Board"). Co-Owners may not serve on the Board at the same time. The exact number of directors may be changed by a duly adopted resolution of the Board of Directors. Notwithstanding anything herein, the Board may only eliminate a director's position at the end of the director's term or if the position is vacant. The number of members of the Board may be increased or decreased by amendment of these Bylaws.

Section 5.2 Qualifications of Directors.

(a) Only one Owner per Lot who is eligible to vote, current in payment of assessments, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board.



(b) If any Lot is owned by a partnership, corporation or trust, any officer, partner or trustee of that entity shall be eligible to serve as a director and shall be deemed to be a Member for the purposes of these Bylaws.

(c) Any director who is more than 30 days delinquent in payment of any assessment shall not be qualified to serve on the Board.

(d) Any director who has unexcused absences from three consecutive Board meetings shall not be qualified to serve on the Board. An absence will be excused if the absent Board member notifies the Board president of the planned absence and the reason for the absence at least three days before the meeting, and a majority of the remaining Board members approve the absence as being for a valid purpose.

(e) Any director who is in violation of any provision of the Governing Documents of the Association for more than 30 days shall not be qualified to serve on the Board.

(f) Any director who maintains an adversarial proceeding of any type against the Association shall not be qualified to serve on the Board.

(g) If a director is not qualified to serve on the Board, the director's position shall be deemed vacant.

Section 5.3 Term of Office. The term of office of directors shall be one years or until a successor is elected. At the expiration of a director's term, if a successor cannot be elected for any reason, the existing director shall continue to hold office and begin serving another term until his or her successor is elected to fill the remainder of such new term, or he or she resigns.

Section 5.4 Resignation. Any director may resign at any time by giving written notice to the president, to the secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

Section 5.5 Removal of Directors.

(a) One or more directors or the entire Board of Directors may be removed at a Special Meeting of Members called pursuant to these Bylaws, with or without cause, by a vote of at least 67% of the Members present and entitled to vote at a duly called meeting. Notice of any meeting of the Members to remove directors shall state that the purpose of the meeting or a portion of that meeting is to remove one or more directors. Notice shall be provided to every Member of the Association, including the directors sought to be removed, as provided in these Bylaws. Directors sought to be removed shall have the right to be present at this meeting and shall be given the opportunity to speak to the Members prior to a vote to remove being taken. For purposes of this Section, no Member may vote more than his or her own vote and the vote of four proxies. However, a director may vote any number of proxies that have been assigned to the Board or officer thereof.



(b) In the event of removal of one or more directors, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his or her predecessor.

Section 5.6 Vacancies. Vacancies on the Board caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining Board at any time after the occurrence of the vacancy, even though the directors present at that meeting may constitute less than a quorum. Each person so appointed shall be a director who shall serve for the remainder of the unexpired term.

Section 5.7 Compensation Salaries of directors may be set by majority vote of all Members of the Association. Directors may also be reimbursed for actual expenses incurred in the performance of Association duties.

ARTICLE 6. — MEETINGS OF THE BOARD OF DIRECTORS

Section 6.1 Location of Meetings and Open Meetings. All meetings of the Board of Directors shall be open to attendance by Members or their designated representatives, as provided by applicable Colorado law. All meetings of the Board of Directors shall be held at the principal office of the Association, or at such other location, within or convenient to the Community as may be fixed by the Board of Directors. Meetings may also be held by conference call or electronic means; provided that in any such conference call or electronic meeting, all parties can hear each other.

Section 6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times, place and hour as may be fixed by the Board. The Board may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute regular meetings. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members or their representative.

Section 6.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors. If a notice for a special meeting demanded, pursuant to this Section is not given by the Board within 30 days after the date the written demand or demands are delivered to the Board, the directors signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of Section 4.3 of these Bylaws. Only those matters contained in the notice of the special meeting may be discussed, unless all directors are present at the meeting and agree to waive the notice requirement for such other matters. Agendas for special meetings of the Board of Directors shall be made reasonably available as provided in Section 6.2 above.

Section 6.4 Annual Meetings. An annual meeting of the Board of Directors may be held, without notice, immediately following and in the same place as the annual meeting of the Members or at such other date and place as the directors may determine. The purpose of this annual meeting is to elect officers and for the transaction of such other business as may come before the meeting.

Section 6.5 Notice of Board Meetings. Except as provided in Section 6.3 and Section 6.4 above, written notice of each meeting of the Board shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least three days before the meeting, or by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, personal delivery, facsimile, and electronic delivery, to each Board member, addressed to the Board member's address last appearing on the books of the Association, or supplied by a Board member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6.6 Waiver of Notice. A waiver of notice of any meeting of the Board of Directors, signed by a director, whether before or after the meeting, shall be the equivalent to the giving of notice of the meeting to such director. Attendance by a director at a meeting shall constitute waiver of notice of such meeting except when the director attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

Section 6.7 Quorum; Voting. A majority of the directors shall constitute a quorum for the transaction of business, unless there are fewer than three directors, in which case all directors must be present to constitute a quorum. One or more directors who participate by means of telephone or electronic communication shall be deemed present for establishing a quorum, if all persons so participating can hear each other. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute a decision of the Board unless there are fewer than three directors, in which case, unanimity of the directors is required to constitute a decision of the Board. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 6.8 Director Proxies. For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote for or against that issue, a director may execute, in writing, a proxy to be held by another director. The proxy shall specify a yes, no, or abstain vote on each particular issue for which the proxy was executed. Proxies which do not specify a yes, no, or abstain vote shall not be counted for the purpose of having a quorum present or as a vote on the particular issue before the Board.

Section 6.9 Action without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could otherwise have taken at a meeting if a notice stating the action to be taken and the time by which a director must respond is transmitted in writing to each member of the Board and each member of the Board, by the time stated in the notice:

- (a) votes in writing for such action; or
- (b) votes in writing against such action, abstains in writing from voting, or fails to respond or vote and fails to demand that action be taken at a meeting.

The action shall be authorized if the number of directors voting in favor of the action is equal to or exceeds the minimum number of votes that would be necessary to take such action at a meeting



at which all of the directors then in office were present and voted. An abstention shall not be deemed to be a vote in favor or against an action. Any action taken under this Section shall have the same effect as though taken at a Board meeting. All signed written instruments necessary for any action taken pursuant to this Section shall be filed with the minutes of the meetings of the Board. Action taken pursuant to this Section has the same effect as action taken at a meeting of directors.

ARTICLE 7. — POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers and Duties. The Board may act, in all instances, on behalf of the Association, except as provided in the Declaration and these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Community as a first class residential Community, including the following powers and duties:

- (a) exercise any other powers conferred by the Governing Documents;
- (b) adopt and amend rules and regulations, including penalties for infraction thereof;
- (c) adopt and amend budgets subject to any requirements of the Declaration and the Bylaws;
- (d) keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;
- (e) collect assessments as provided by the Governing Documents;
- (f) furnish to an Owner or the Owner's designee, or to a holder of a security interest or its designee, a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or holder of a security interest has an interest, subject to a reasonable fee established by the Board, which statement shall be delivered personally or by certified mail, first class postage prepaid, return receipt requested to the inquiring party within 14 calendar days after the registered agent of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested (the information contained in such statement, when signed by the Treasurer of the Association, or Manager, if any, shall be binding upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith);
- (g) employ a managing agent, independent contractors or employees as it deems necessary, and prescribe their duties;
- (h) institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents and, in the Association's name, on behalf of the Association or two or more Owners, on matters affecting the Community;



(i) make contracts, administer financial accounts and incur liabilities in the name of the Association;

(j) acquire, hold, encumber, and convey in the Association's name and in the ordinary course of business, any right, title or interest to real estate, pursuant to the consent of Owners holding at least 2/3rds of the total Association vote;

(k) grant easements, leases, licenses, concessions through or over the Common Areas;

(l) borrow funds and secure loans with an interest in future assessments in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore, subject to the requirements set forth in the Act and the Declaration;

(m) provide for the indemnification of the Association's directors and any person serving without compensation at the request of the Association, and maintain association professional liability insurance;

(n) supervise all persons acting on behalf of and/or at the discretion of the Association;

(o) procure and maintain liability and hazard insurance as set forth in the Governing Documents;

(p) cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate;

(q) appoint such committees as deemed appropriate or as required in the Declaration. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board; and

(r) exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or the Act.

Section 7.2 Responsible Governance Policies. To the extent procedures are not already set in these Bylaws or the Declaration, the Board of Directors shall adopt policies, procedures and rules and regulations concerning:

- (a) collection of unpaid assessments;
- (b) handling of conflicts of interest involving Board members;
- (c) conduct of meetings;



- (d) enforcement of covenants and rules, including notice and hearing procedures and a fine schedule;
- (e) inspection and copying of Association records by Lot Owners;
- (f) investment of reserve funds;
- (g) procedures for the adoption and amendment of policies, procedures, and rules;
- (h) procedures for addressing disputes arising between the Association and Lot Owners; and
- (i) reserve study and funding policy, and any other policies or procedures required by law or adopted by the Board.

Section 7.3 Managing Agent. The Board may employ a managing agent for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. Regardless of any delegation to a managing agent, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law.

ARTICLE 8. — OFFICERS AND DUTIES

Section 8.1 Designation and Qualification. The officers of the Association shall consist of a president, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers deemed necessary by the Board of Directors. The president and vice president must be directors. Any two or more officers may be held by the same person, except the offices of president and secretary.

Section 8.2 Election and Terms of Office. The officers shall be elected by the Board for one year terms at the first meeting of the Board of Directors following each annual meeting of the Members. Each officer shall serve until a successor is elected, the Board of Directors removes the officer or the officer resigns.

Section 8.3 Resignation and Removal of Officers. Any officer may be removed from office, with or without cause, by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 8.4 Vacancies. A vacancy in any office may be filled by appointment by majority vote of the Board. Unless earlier removed, the officer appointed to the vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.5 Duties of Officers. The duties of the officers are as follows:

(a) **President.** The president shall be the chief executive officer and shall have all of the general powers and duties which are incident to the office of president of a Colorado nonprofit corporation including, but not limited to the following: preside at all meetings of the Board of Directors and the Members; see that orders and resolutions of the Board are carried out; sign all contracts, leases and other written instruments; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.

(b) **Vice President.** The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act and shall perform other duties imposed by the Board of Directors. If neither the president nor the vice president is able to act, the Board of Directors shall appoint another director to act in the place of the president on an interim basis.

(c) **Secretary.** The secretary shall record the votes and maintain the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties incident to the office of secretary or as required by the Board.

(d) **Treasurer.** The treasurer shall be responsible for the receipt, deposit and disbursement of Association funds and securities and for maintenance of full and accurate financial records; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership, and deliver a copy of each to the Members. The treasurer shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Board of Directors.

The duties of any officer may be delegated to the managing agent or another Board member; provided, however, the officer shall not be relieved of any responsibility under this Section or under Colorado law.

Section 8.6. Compensation Salaries of officers may be set by majority vote of all Members of the Association and no officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the Association.

ARTICLE 9. — ASSOCIATION DOCUMENTS AND RECORDS

Section 9.1 Records. The Association or its managing agent, if any, shall keep the following records:

(a) financial records sufficiently detailed to enable the Association to provide statements of unpaid assessments in accordance with the Act;

(b) minutes of membership meetings, minutes of Board meetings, a record of all actions taken by the Lot Owners or Board by written ballot or written consent in lieu of a meeting, a record of all actions taken by a committee of the Board in place of the Board on



behalf of the Association, and a record of all waivers of notices of meetings of Lot Owners and of the Board or any committee of the Board shall be kept as permanent records;

(c) a record of Lot Owners in a form that permits preparation of a list of names and addresses of all Lot Owners, showing the number of votes each Lot Owner is entitled to vote, in accordance with Section 4.15 of these Bylaws;

(d) the Articles of Incorporation, Declaration, Covenants, Bylaws, and resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Lot Owners;

(e) written communications within the past three years to Members generally as Lot Owners;

(f) a list of the names and business or home addresses of its current directors and officers;

(g) its most recent annual report, if any; and

(h) all financial audits or reviews conducted pursuant to the Colorado Common Interest Ownership Act during the immediately preceding three years.

Section 9.2 Disclosure of Records.

(a) The Association shall provide written notice to all members of a change in the Association's address, designated agent, or managing agent within 90 days of the change.

(b) The Association shall make the following information available to members within 90 days of the end of the fiscal year:

(i) the date on which the fiscal year begins;

(ii) the operating budget for the current fiscal year;

(iii) a list, by Lot type, of the current regular and special assessments;

(iv) the annual financial statements, including any amounts held in reserve for the prior fiscal year;

(v) the results of the most recent available financial audit;

(vi) a list of the Association's insurance policies, including the insurer's name, policy limits, policy deductibles, additional named insureds, and expiration dates for each policy;

(vii) the Association's Bylaws, Articles of Incorporation, and rules and regulations;



(viii) minutes of Board meetings and Member meetings for the prior fiscal year; and

(ix) the Association's responsible governance policies as listed in Section 7.2 of these Bylaws.

Such information may be posted on a website, kept in a binder or file at the Association's principal place of business, mailed to members, or personally delivered to members. The Association shall send notice of the availability of such information to each member within 90 days of the end of the fiscal year. If the information is posted on a website, the Association must send notice to the members of the web address via first class mail or electronic mail.

Section 9.3 Inspection. Notwithstanding any other provision, the books, records and papers of the Association shall be subject to inspection and copying by any Member, at the Member's expense, for any proper purpose, except documents determined by the Board to be confidential pursuant to a written policy or applicable law. The right to inspection shall be subject to any reasonable rules adopted by the Board of Directors requiring advance notice of inspection, specifying hours and days of the week during which inspection will be permitted, establishing a reasonable maximum time limit for any inspection session, and establishing reasonable fees for any copies requested.

Section 9.4 Minutes. Minutes or any similar record of the meetings of Members, or of the Board of Directors, when signed by the secretary, or acting secretary, of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

ARTICLE 10. — INDEMNIFICATION

Section 10.1 Obligation to Indemnify.

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; by reason of the fact that the person is or was a director, officer or committee member of the Association; provided the person is or was serving at the request of the Association in such capacity; and provided that the person: (i) acted in good faith; (ii) in a manner that the person reasonably believed to be in the best interests of the Association; and (iii) with respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe the conduct was unlawful.

(b) Notwithstanding anything in Section 10(a) above, unless a court of competent jurisdiction determines that, in view of all circumstances of the case, the person is fairly and reasonably entitled to expenses, no indemnification shall be made: (i) in connection with a proceeding by or in the right of the Association, the person has been adjudged to be liable to the Association; or (ii) in connection with any other proceeding charging that the person received an improper personal benefit, whether or not involving action in an official capacity, where the person has been adjudged liable on the basis the person received an improper personal benefit.

(c) To the extent that the person has been wholly successful on the merits in defense of any action, suit or proceeding as described above, the person shall be indemnified against actual and reasonable expenses (including expert witness fees, attorney fees and costs) incurred in connection with the action, suit or proceeding.

Section 10.2 Determination Required.

(a) The Board of Directors shall determine whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of those members of the Board of Directors who are not parties to the action, suit or proceeding.

(b) If a quorum cannot be obtained as contemplated above or if a quorum has been obtained and the Board so directs, a determination may be made, at the discretion of the Board, by: (i) independent legal counsel selected by a majority of the full Board; or (ii) by the voting Members, but voting Members who are also at the same time seeking indemnification may not vote on the determination.

Section 10.3 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with:

(a) a written affirmation of that person's good faith belief that he or she has met the standard of conduct described above; and

(b) a written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

Section 10.4 No Limitation of Rights. The indemnification provided in this Article shall not be deemed exclusive of or a limitation upon:

(a) any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, or



(b) any rights which are granted pursuant to C.R.S. §38-33.3-101, *et seq.*, and the Colorado Revised Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 10.5 Directors and Officers Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, the manager, committee members, or anyone acting at the direction of the Board covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the direction of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article.

ARTICLE 11. — AMENDMENT

Section 11.1 Amendment. These Bylaws may be amended by an affirmative vote of a majority of members present, in person or by proxy, at a regular or special meeting of the members at which a quorum is present or by mail ballot as provided for in these Bylaws.

ARTICLE 12. — MISCELLANEOUS

Section 12.1 Standard of Conduct for Directors and Officers. Each director and officer shall perform his or her duties as a director or officer in good faith, in a manner the director or officer reasonably believes to be in the best interests of the Association and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of his or her duties, a director or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (a) one or more officers or employees of the Association whom the director or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, professional property manager, public accountant, or other persons as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Association on which the director or officer does not serve if the director reasonably believes the committee merits confidence.

A director or officer shall not be considered to be acting in good faith if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the Association or its Members for any action the director or officer takes, or omits to take as, a director or officer if, in connection with such action or omission, the director or officer performs his or her duties in compliance with this Section. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Association or with respect to any property held or administered by the Association.

The Board of Directors shall have the power and authority to adopt additional reasonable standards or rules of conduct for directors and officers which do not conflict with this Section.

Section 12.2 Fiscal Year. The Board has the right to establish and, from time to time, change the fiscal year of the Association.

Section 12.3 Notices. The primary means of communication with the Owners regarding meeting notices, assessments, periodic updates and other correspondence will be by electronic or facsimile communication. To the extent that delivery may be required under the Act to be U.S. mail, Owners may waive any requirements for delivery of such information by U.S. mail or hand delivery by signing a "Request to Receive Notice by Electronic or Facsimile Communication" form and giving that form to the secretary of the Association. To the extent possible, Association notices and documents will be delivered electronically (as attachments) or posted on the Association's website, if any. Owners may request printed copies of such Association notices and documents. It is the responsibility of each Owner to notify the secretary of the Association of changes in his/her preferred electronic mail, facsimile or other mailing address. If an Owner fails to request notice by electronic or facsimile communication, all notices to any Owner shall be mailed to the Owner's address as it appears in the records of the Association. All notices shall be deemed to have been given when mailed or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

All notices to the Association or the Board shall be delivered to such address as the Board may designate by written notice to all Owners, or if there is a managing agent, to the office of the managing agent.

Section 12.4 Conflicts. In the case of any conflicts between the Declaration and these Bylaws or the Articles of Incorporation, the terms of the Declaration shall control. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the terms of the Articles of Incorporation shall control.

Section 12.5 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 12.7 Interpretation. The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Community shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each member.

[Signatures On Next Page]

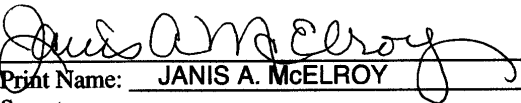


CERTIFICATION

By signature below, the secretary of the Board of Directors certifies these Amended and Restated Bylaws received the approval in writing by the Board of Directors at a regular or special meeting of the Board.

Executed this 9th day of OCTOBER, 2012.

**RITO BLANCO RANCH PROPERTY OWNERS
ASSOCIATION, INC., a Colorado nonprofit corporation**

By: 
Print Name: JANIS A. McELROY
Secretary



**AMENDMENT TO THE
ARTICLES OF INCORPORATION OF RITO BLANCO RANCH PROPERTY
OWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made and entered by Rito Blanco Ranch Property Owners Association, Inc. ("Association"), a Colorado nonprofit corporation, with the approval or vote of at least the minimum required percentage of Owners. The undersigned signs and acknowledges, for delivery to the Secretary of State of Colorado, this Amendment to the Articles of Incorporation under the Colorado Revised Nonprofit Corporation Act.

RECITALS

A. By their signatures below, the President and Secretary of the Board of Directors certify that this Amendment to the Articles of Incorporation received approval from an affirmative vote of a majority of the members present, in person or by proxy, at a regular or special meeting of the members at which a quorum was present.

B. The provisions set forth in this Amendment to the Articles of Incorporation supplement the existing Articles of Incorporation as noted.

NOW THEREFORE, the Articles of Incorporation are hereby amended as follows:

I. Amendment. The Association desires to amend its Articles of Incorporation by adding the following Article immediately after the Article VII.

ARTICLE VIII

No director will be personally liable to the Association or its members for monetary damages for any breach of fiduciary duty as a director, exception that no director's liability to the Association or its members for monetary damages will be eliminated or limited on account of any of the following:

- (a) any breach of the director's duty of loyalty to the Association or its members;
- (b) any acts or omissions of the director not in good faith or that involve intentional misconduct or a knowing violation of the law; or
- (c) any transaction in which the director received improper personal benefit.

Nothing herein will be construed to deprive any director of the right to all defenses ordinarily available to a director nor will anything herein be construed to deprive any director of any right for contribution from any other director or other person.

Any repeal or modification of this article will be prospective only and will not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modifications.

*Return to: John Scott Neal
4501 Ridge Oak Dr.
Austin, TX 78731*



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June Madrid
Archuleta County

II. Full Force and Effect. As amended by this Amendment, the Articles of Incorporation remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has signed this Amendment to the Articles of Incorporation this 1 day of January, 2016.

**RITO BLANCO PROPERTY OWNERS
ASSOCIATION, INC.**
a Colorado nonprofit corporation,

By: _____

President

By: _____

Secretary

**LIMITED AMENDMENT TO
THE DECLARATION OF PROTECTIVE COVENANTS FOR RITO BLANCO
RANCH**

This Amendment to the Declaration of Protective Covenants for Rito Blanco Ranch is made this 14 day of January, 2016 by the Rito Blanco Ranch Property Owners Association, Inc., a Colorado nonprofit corporation ("Association").

RECITALS

A. The Declaration of Protective Covenants for Rito Blanco Ranch was recorded on September 16, 1997 at Reception No. 97007118 with the Archuleta County Clerk and Recorder ("Declaration") and amended by amendment recorded on October 12, 1998 at Reception No. 98008563.

B. C.R.S. § 38-33.3-217(1)(a) states that the declaration, including the plats and maps, may be amended by the affirmative vote or agreement of unit owners of units to which more than fifty percent of the votes in the association are allocated or any larger percentage, not to exceed sixty-seven percent, that the declaration specifies.

C. The Rito Blanco Ranch Property Owners Association is a planned community subject to the Colorado Common Interest Ownership Act. The Association desires to amend the Declaration as provided below and at least 67% of owners have approved this amendment. Signed approvals will be maintained with the Association's records.

D. All capitalized terms not otherwise defined herein shall have the definition stated in the Association's Declaration or Bylaws.

NOW, THEREFORE, the Declaration is amended as set forth below:

- I. **Repeal and Restatement.** Section II. (a) of the Declaration is amended by deleting that section in its entirety and substituting therefor the following:
 - (a) **Membership and Voting:** All Lot Owners, by virtue of their ownership of a fee or undivided fee interest in any Lot in the Property of the Association, are members of the Rito Blanco Ranch Property Owners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be allocated one equally weighted vote.
- II. **Repeal and Replacement.** Section II is amended by deleting subsection (d) in its entirety and replacing therefor with the following:
 - (d) **Allocation of Common Expense Assessments.** Except as provided elsewhere in the Declaration or governing documents, the amount of all common expenses will be assessed in accordance with the Lot's Proportionate Interest, which has been determined to be equal.

Return to: John Scott Neal
4501 Ridge Oak Dr.
Austin, TX 78731

June Madrid
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June Madrid
Archuleta County

III. **Repeal and Restatement.** Section XII of the Declaration titled ENFORCEMENT is hereby amended by deleting that section in its entirety and substituting therefor the following:

XII. **ENFORCEMENT:** The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for violations of the Governing Documents, including, without limitation:

- (a) after notice and opportunity for a hearing, imposing reasonable monetary fines, which shall constitute a lien on the Owner's Lot;
- (b) suspending the right to vote;
- (c) exercising self-help (including, but not limited to, performing such maintenance responsibilities that are the Owner's responsibility and assessing costs incurred by the Association against the Lot as an assessment in accordance with the notice requirements of this Declaration) or taking other action to abate any violation of the Governing Documents;
- (d) requiring an Owner, at the Owner's expense, to remove any structure or improvement on the Owner's Lot in violation of the Governing Documents;
- (e) levying individual assessments to cover costs incurred by the Association as permitted under this Declaration;
- (f) bringing a suit at law or in equity to enjoin any violation or to recover monetary damages or both; and
- (g) recording a notice of noncompliance against the Lot in Archuleta County records for any violation of the Governing Documents.

All remedies set forth in the Governing Documents are cumulative. In any action to enforce the Governing Documents, the prevailing party shall be entitled to seek all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

III. **Repeal and Replacement.** Declaration shall be amended by deleting section XVII titled ANNEXATION and replacing therefor by adding the following:

XVII. **SIGNS:** No Owner shall erect, place or permit to remain within the Property or Community "No Trespassing," "No Hunting," and/or "No Fishing" signs except such signs may be permitted along the outside perimeter of the Property or Community. Pursuant to Colorado law and the Association's Governing Documents, the Board and/or committee, if any, may enact additional rules and regulations concerning sign usage and placement in the Community.

VI. **Repeal and Restatement.** Declaration shall be amended by deleting section XVIII titled FEES AND ENFORCEMENT in its entirety and adding the following:

XVIII. **ASSESSMENTS:** The Association shall have the power to levy and

collect assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots in the Community as may be more specifically authorized from time to time by the Board.

- (a) Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments; (iii) individual assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses) in the maximum amount permitted by law, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The Association shall have authority, but not the obligation, to record a notice of such lien in the Archuleta County, Colorado real property records evidencing the lien created under this Declaration. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The lien provided for herein shall have the priority as provided under Colorado law.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by Board resolution, the annual assessments shall be paid once each year as provided by the Board. No Owner may exempt him or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

- (b) Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.
- (1) If the annual assessment, any part or installment thereof or any other fine, special or individual assessment or charge is not paid in full within 10 days of the due date then late charges and interest may be imposed. The amount of the late charge and rate of interest may be determined by the Board and imposed without further notice or warning to the delinquent Owner. The interest rate shall not exceed the maximum amount permitted by Colorado law.

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(2) The Association may bring action at law against the Owner and/or foreclose the lien against the Owner's Lot, suspend the delinquent Owner's right to vote, and/or otherwise exercise its remedies as permitted under the Declaration or Colorado law.

(3) The rights of the Association are subordinate to the rights of any holder of a first lien security interest as set forth in the deed of trust or mortgage (including assignment of rents), to the extent permitted under Colorado law.

(c) Computation of Budget and Assessment. Prior to the beginning of each fiscal year, the Board will prepare a budget covering the estimated costs of operation for the community during the coming year, and establish the annual assessment or installments for the coming year. The Board will deliver a summary of the budget to each Owner within 90 days after the Board adopts the budget and will set a date for a meeting of the Owners to consider the budget. The budget and the assessment will be ratified unless Owners holding a majority of the votes in the Association vote to reject the proposed budget. A quorum is not required at the meeting in order to ratify the budget; however, if other business is to be conducted then a quorum is required for such other business. In the event that the Owners reject the proposed budget, the budget last ratified shall remain in effect until such time as a budget is determined for the succeeding year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

(d) Special Assessments. In addition to the annual assessment provided for above, the Association may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners in accordance with the meeting and notice procedures set forth above. In order to be effective, any special assessment will become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the meeting, the special assessment will become effective even though a vote to disapprove the special assessment could not be called at this meeting.

(e) Individual Assessments: The Board of Directors has the power to levy individual assessments against Lots, which includes, but is not limited to, assessments for paying the costs of any construction or reconstruction, repair or replacement or maintenance (including removal of snow) of the Association's roads or road easements and any Common Expense occasioned by the conduct and use of less than all of the Owners. The Board of Directors shall also have the right to add to any Owner's assessment any amounts expended by the Association caused by the negligent or willful acts of any Owner, Owner's guest, tenant, employee, licensee, or invitee; all fines and costs assessed against an Owner and the

Owner's Lot pursuant to the Governing Documents; and for any other purpose as set forth in this Declaration.

V. **Amendment**. Declaration shall be amended by adding the following section thereto:

XIX. **ELECTRONIC RECORDS, NOTICES, and SIGNATURES:** Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically unless such notices are required by law to be sent by U.S. mail or hand delivered. The relevant provisions of the Bylaws shall govern the giving of all notices required by this Declaration.

VI. **Amendment**. The Declaration is hereby amended to add the following section thereto:

XX. **ROADS AND ROAD EASEMENTS.** The expense for any maintenance, repairs, replacements or improvements to Association roads or road easements may be treated as a common expense or an individual or special assessment as permitted under the Declaration. Any maintenance obligations, restrictions or regulations are subject to the requirements set forth in the Forest Road Easement recorded on October 15, 1998 at Reception No. 98008671 with the Archuleta County Clerk and Recorder and as amended by Correction Deed dated October 30, 2012. An Owner must comply with all rules, regulations or restrictions imposed by the Association and/or Association's easement agreement(s) when undertaking any road or Lot maintenance, improvement or repairs for which he or she is obligated or as otherwise permitted to undertake, which includes, but is not limited to, obtaining any required permits. Each Owner is required to notify the Association of any maintenance, improvement or similar projects which utilize heavy equipment or commercial trucks on the Association roads or road easements in writing at least three days prior to commencement of the project.

The Board of Directors may enact rules and regulations as it deems necessary for the maintenance, preservation, aesthetics, and improvement of the roads and road easements, which includes hiring professionals to carry out its goals.

Unless otherwise permitted by the Board, fences are not allowed in the utility easement or road easement, which is defined as 55 feet wide from the center line of the road along both sides of the road.

VII. **No Other Amendments**. Except as amended by the terms of this Amendment, the Declaration shall remain in full force and effect.

VIII. **Effective Date**. This Amendment shall be effective upon recording.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned, being the President and Secretary of Rito Blanco Ranch Property Owners Association, Inc., hereby certify that the Association has obtained the agreement of the owners for this amendment as set forth in the Recitals above.

**RITO BLANCO RANCH PROPERTY OWNERS
ASSOCIATION, INC.,** a Colorado nonprofit corporation

By: _____

President

Attest: _____

Secretary

STATE OF COLORADO)

) ss.

COUNTY OF Archuleta)

The foregoing was acknowledged before me this 14th day of January, 2016 by John Scott Neal, as President of Rito Blanco Ranch Property Owners Association, Inc., a Colorado nonprofit corporation.

QING DRANE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134018617
MY COMMISSION EXPIRES MARCH 20, 2017

Notary Public

My commission expires: March 20, 2017

STATE OF COLORADO)

) ss.

COUNTY OF Archuleta)

The foregoing was acknowledged before me this 14th day of January, 2016 by Elaine Brock, as Secretary of Rito Blanco Ranch Property Owners Association, Inc., a Colorado nonprofit corporation.

Notary Public

My commission expires: April 17, 2018