

Declaration of Restrictions

Incorporates by Reference

Declaration of Restrictions

Made 3/13/70 and

Recorded 6/24/70 in

Book 122, Pages 224-247

(Pagosa)

SIXTH AMENDED DECLARATION OF RESTRICTIONS

THE RANCH COMMUNITY

THIS SIXTH AMENDMENT TO THE DECLARATIONS OF RESTRICTIONS - The Ranch Community ("Sixth Amendment") is made and entered into this 31st day of March, 2002, for the purpose of amending the following documents filed of record with the Archuleta County Clerk and Recorder's Office:

	<u>Document</u>	<u>Date of Document</u>	<u>Recording Date</u>	<u>Reception No.</u>
1.	Declaration of Restrictions The Ranch Community (hereinafter "Original Declaration")		5/29/81	104682
2.	Declaration of Restrictions ("Master Declarations"), as referenced and adopted by the Original Declarations	3/13/70	6/24/70	73297
3.	Amended Declaration of Restrictions - The Ranch Community (hereinafter "Amended Declaration")	7/14/81	7/24/81	105545
4.	Second Amended Declaration of Restrictions - The Ranch Community (hereinafter "Second Amended Declaration")	6/23/92	6/24/92	187446
5.	Third Amended Declaration of Restrictions - The Ranch Community (hereinafter "Third Amended Declaration")	2/ /95	3/10/95	1995001370
6.	Fourth Amended Declaration of Restrictions - The Ranch Community (hereinafter "Fourth Amended Declaration")	6/7/96	6/7/96	1996004008

- | | | | | |
|----|--|--------|--------|----------|
| 7. | Fifth Amended Declaration
of Restrictions - The Ranch
Community (hereinafter
"Fifth Amended Declaration") | 8/2/99 | 8/2/99 | 99007327 |
|----|--|--------|--------|----------|

The various documents referenced in paragraphs 1 through 7 above are referred to hereinafter collectively as the "Declarations".

This Sixth Amendment is intended to effect all property covered by the above Declarations, and all properties described in The Ranch Community, a subdivision of Archuleta County, Colorado, as depicted on the plats recorded in the public records of Archuleta County, in plat file 234 through 234D inclusive. This Sixth Amendment is being made pursuant to the provisions of Section 2(A) of the Master Declarations.

A. RECITALS

1. Paragraph 2(A) of the Master Declarations provides that the Declarations may be amended when an instrument signed by a majority of the then owners of the lots subject thereto has been recorded.
2. Paragraph C(1) of the Fifth Amended Declaration provides that there shall be one vote cast per lot in The Ranch Community, that each lot is to have a Designated Voting Representative, and that each lot owner's right to vote on matters affecting The Ranch Community shall be vested in the "Designated Voting Representative" for each lot.
3. The undersigned, consisting of a majority of lot owners in The Ranch Community voting through their respective "Designated Voting Representatives", desire to amend the Declarations, utilizing the procedures set forth in paragraph 2(A) of the Master Declarations and paragraph C(1) of the Fifth Amended Declaration.

NOW THEREFORE, under the amendment power reserved to the owners of lots in The Ranch Community, the existing Declarations are amended as follows:

B. AMENDMENT

4. **Effective upon recordation of this Sixth Amended Declaration of Restrictions - The Ranch Community in the Office of the Clerk and Recorder for Archuleta County, State of Colorado, Paragraph B(4) of the Fifth Amended Declaration shall be deleted in its entirety and shall be of no further force and effect. All other provisions of the Fifth Amended Declaration shall remain in full force and effect and shall be binding on all owners of lots within The Ranch Community.**

During the voting period for the Sixth Amendment, there were (111) owners of record of the (82) lots in The Ranch Community, with a majority of owners voting through their Designated Voting Representatives being (42).

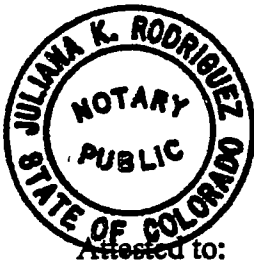
The accounting of the votes for this Sixth Amendment is as follows:

Votes in Favor	Votes Against	No Vote Received
60	NONE	22*

* There were 3 votes in favor of the Sixth Amendment from individuals not listed as the Designated Voting Representative by the respective lot owners. Consequently, these three votes in favor of the Sixth Amendment were counted as "No Vote Received".

IN WITNESS WHEREOF, the President of The Ranch Community Property Owners Association, Inc., A Colorado Nonprofit Corporation, has executed this Sixth Amended Declaration of Restrictions - The Ranch Community on the day and year first above written.

SEAL



THE RANCH COMMUNITY
PROPERTY OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION

By: [Signature]
Scott Firth, President

By: [Signature]
Johann ("Sepp") J. Leppitsch, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

This instrument was acknowledged before me this 8th day of April, 2002, by Scott Firth, as President of and on behalf of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation and by Johann ("Sepp") J. Leppitsch, as Secretary of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation.

[Signature]
Notary

My Commission Expires:

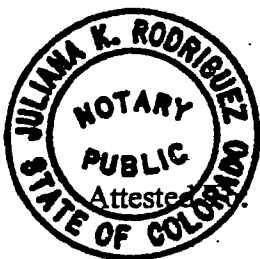
2/6/2005

CERTIFICATION

By my signature below as President of the Ranch Community Property Owners Association, Inc., I hereby certify that the Sixth Amended Declaration of Restrictions - The Ranch Community ("Sixth Amendment") was approved by a majority of lot owners in The Ranch Community voting through their respective Designated Voting Representatives in accordance with the Master Declarations and paragraph C(1) of the Fifth Amended Declaration of Restrictions - The Ranch Community. The ballots approving the Sixth Amendment signed by the voting Designated Voting Representatives are attached and recorded herewith.

THE RANCH COMMUNITY
PROPERTY OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION

SEAL



By: [Signature]
Scott Firth, President

By: [Signature]
Johann ("Sepp") J. Leppitsch, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

This instrument was acknowledged before me this 24 day of April, 2002, by Scott Firth, as President of and on behalf of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation and attested to by Johann ("Sepp") Leppitsch, as Secretary of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation.

[Signature]
Notary

My Commission Expires:

2/6/2005

99007327 08/02/1999 08:30A DCC
1 of 65 R 325.00 D 0.00 N 0.00 ARCHULETA COUNTY

FIFTH AMENDED DECLARATION OF RESTRICTIONS

THE RANCH COMMUNITY

THIS FIFTH AMENDMENT TO THE DECLARATIONS OF RESTRICTIONS - The Ranch Community ("Fifth Amendment") is made and entered into this 2nd day of August, 1999, for the purpose of amending the following documents filed of record with the Archuleta County Clerk and Recorder's Office:

	<u>Document</u>	<u>Date of Document</u>	<u>Recording Date</u>	<u>Reception No.</u>
1.	Declaration of Restrictions The Ranch Community (hereinafter "Original Declaration")		5/29/81	104682
2.	Declaration of Restrictions ("Master Declarations"), as referenced and adopted by the Original Declarations	3/13/70	6/24/70	73297
3.	Amended Declaration of Restrictions - The Ranch Community (hereinafter "Amended Declaration")	7/14/81	7/24/81	105545
4.	Second Amended Declaration of Restrictions - The Ranch Community (hereinafter "Second Amended Declaration")	6/23/92	6/24/92	187446
5.	Third Amended Declaration of Restrictions - The Ranch Community (hereinafter "Third Amended Declaration")	2/ /95	3/10/95	1995001370
6.	Fourth Amended Declaration of Restrictions - The Ranch Community (hereinafter "Fourth Amended Declaration")	6/7/96	6/7/96	1996004008

The various documents referenced in paragraphs 1 through 6 above are referred to hereinafter collectively as the "Declarations".

will pickup Scott Firth

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2 of 85 R 325.00 D 0.00 N 0.00 ARCHULETA COUNTY

This Fifth Amendment is intended to effect all property covered by the above Declarations, and all property described in The Ranch Community, a subdivision of Archuleta County, Colorado, as depicted on the plats recorded in the public records of Archuleta County, in plat file 234 through 234D inclusive. This Fifth Amendment is being made pursuant to the provisions of Section 2(A) of the Master Declarations.

A. RECITALS

1. Paragraph 2(A) of the Master Declarations provides that the Declarations may be amended when an instrument signed by a majority of the then owners of the lots subject thereto has been recorded
2. The undersigned, consisting of a majority of the owners of the lots within The Ranch Community desire to amend the Declarations, utilizing the procedures set forth in said paragraph 2(A) of the Master Declarations and further desire to add new provisions to the Declarations.

NOW THEREFORE, under the amendment power reserved to parcel owners, Declarant does hereby amend the existing Declarations as follows:

B. AMENDMENTS

1. Paragraph 1.B.1. of the Amended Declaration and paragraph 1.B.1. of the Second Amended Declaration shall be deleted in their entirety. Paragraph 1.B.1. of the Third Amended Declaration shall be amended so that all references to "R-1-500" are deleted, and in their place "R-1-400" shall be substituted. Except as specifically amended, the paragraphs shall remain the same.
2. In the Third Amended Declaration, at paragraph 2.1., the following language shall be deleted: "and which shall be so located on a residential lot as to minimize interference with scenic views from existing homes in the same vicinity."
3. The Fourth Amended Declaration shall be revoked, rescinded and deleted in its entirety.
4. Effective December 31, 1999, Paragraph 11 of the Master Declaration shall be deleted in its entirety, the intent being that all lots, parcels, and tracts as well as the owners of all lots, parcels and tracts within The Ranch Community Subdivision shall no longer, by virtue of owning a lot in the Ranch Community, be members or associate members of the Pagosa Lakes Property Owners Association. Any references within the Master Declarations to Association effective December 31, 1999, shall refer to The Ranch Community Property Owners Association. Any references within the Master Declarations to the Environmental Control Committee shall refer to a committee appointed by The Ranch Community Property Owners Association to serve in that



99007327 08/02/1999 08:30A DCC
3 of 65 R 325.00 D 0.00 N 0.00 ARCHULETA COUNTY

capacity. Any additional references to the Pagosa Lakes Property Owners Association, specifically including but not limited to paragraph 5 of the Amended Declarations are hereby stricken, and The Ranch Community Property Owners Association shall be substituted in its place.

5. Paragraph 2.I. of the Third Amendment shall be further amended by the addition of the following language:

"The location, height, method of construction and construction materials for all fences must be approved by the Architectural Committee prior to the commencement of construction."

C. ADDITIONS

1. **Designation of Voting Representative.**

There shall only be one vote cast per Lot. If record title to a Lot within The Ranch Community is held by one person, his/her right to vote on matters affecting The Ranch Community shall be conclusively established by the record title thereto and he/she shall be the individual designated to vote for that Lot ("Designated Voting Representative"). If title to a Lot is held by more than one person, or by a firm, corporation, partnership, trust, Association or other legal entity, or any combination thereof, such Owners shall execute a document appointing and authorizing one person or alternate persons as the Designated Voting Representative. In the event that no Designated Voting Representative has been established such Owners shall not be entitled to vote or execute instruments. No Lot determined by the Board of Directors to be delinquent in any regular or special assessment shall be entitled to vote or execute instruments.

2. **Equestrian Rights.**

- A. Issuance. Upon the recording of this Fifth Amended Declaration in the public records of Archuleta County, Colorado, each lot within The Ranch Community Subdivision shall be issued the right to keep one horse ("Equestrian Right") in the Tract A common area. Owners of multiple lots shall be issued only one Equestrian Right irrespective of the number of lots or parcels owned.
- B. Transfer. The use of Equestrian Rights may be temporarily assigned to any other Designated Voting Representative. The Designated Voting Representative shall be accountable for the assignment of the Equestrian Right for the property or properties he/she represents. Equestrian Rights may not be assigned to any person who is not a Member or Associate Member of the Association. Any assignment of any Equestrian Rights shall be registered with the Board of Directors in a manner prescribed by the Board. Such registration shall specify the name, lot number, mailing address and contact information of the Designated

Voting Representative holding the Equestrian Right and shall specify the duration for which the assignment shall be valid. The Board of Directors shall not set a value for Equestrian Rights.

- C. Board Rights. Though individual Members of the Board of Directors may be entitled to possess or assign Equestrian Rights as set forth herein, the Board as an entity shall not be authorized to own or hold Equestrian Rights.
- D. Limitations on Equestrian Rights. Equestrian Rights shall not necessarily mean a grazing right and the Board of Directors may, in its sole discretion, pass rules and regulations which limit or eliminate the ability of horses to graze and to move about freely on Tract A. Said rules and regulations may also restrict or limit the specific uses to which Tract A may be put. All Members and the guests of Members or Associate Members shall be authorized to ride horses in certain designated areas within the common area, but may be restricted or excluded from entering areas designated for other uses or purposes.

3. **Rules and Regulations.**

- A. Authority of Board. The Board is hereby given the authority to adopt Rules and Regulations supplementing these Declarations and specifying the uses to which Tract A may be put. The Rules and Regulations shall be consistent with these Declarations and with the subdivision's character as an equestrian community and shall create conditions that are conducive to the Members' use of Tract A for equestrian purposes, while taking other desired uses into consideration. The Rules and Regulations shall specify those activities which are prohibited within the Subdivision and within Tract A, and may provide for procedures for enforcement thereof, including procedures for notice, hearing and imposition of fines and penalties upon a finding of a violation.
- B. Individual Responsibility. The Rules and Regulations shall specify that each Member or Associate Member that places a horse or horses on Tract A shall be accountable to feed and care for their horse(s) at their own expense.
- C. Limitation on Authority. No Rule or Regulation shall be valid which serves to limit or has the effect of preventing Members from keeping their horses on designated areas within Tract A.

4. **General Plan.**

- A. Establishment. The Members shall establish a plan outlining the proposed uses of Tract A ("General Plan"). The General Plan may be modified by a majority vote of the Members during the normal conduct of business, but only at a regularly scheduled meeting, after notice to all members of the proposed modifications, and

99007327 08/02/1999 08:30A DCC
5 of 65 R 325.00 D 0.00 N 0.00 ARCHULETA COUNTY

may include any legal uses, except such uses as are incompatible with the use of Tract A for an equestrian area.

- B. Multiple Uses. The Board of Directors shall provide for multiple uses of commonly owned property and in particular such uses as are prescribed by the General Plan, for example, community gardens, hiking paths, tennis courts, cross country skiing or other uses as are agreed to by the majority of members.
- C. Facilities. The Board of Directors shall assure that, at a minimum, a wind block structure and corral appropriate and reasonable for housing and attending to horses, and water and electrical power, shall be provided to a designated area within Tract A for equestrian purposes. Additional capital improvements for equestrian facilities approved by the Members in the General Plan, and not funded out of proceeds of the Bankruptcy Court settlement with Fairfield Communities, Inc., shall be funded by horse owning Members.
- D. No Liability to Association. Nothing herein shall be construed as creating an affirmative obligation by the Association to enforce the Rules and Regulations adopted, and neither the Association nor any of its agents, employees or representatives shall be liable for damages of any kind to any party for failing to enforce or carry out any of these Rules and Regulations.
- E. Abatement of Violations. Upon reasonable advance written notice given, the violation of any rule or regulation adopted by the Board of Directors, or the breach of any provision of the Declarations shall give the Board of Directors, or the Managing Agent, the right, in addition to any other rights set forth herein, to bring such action, at law or in equity, for the abatement of such violation. The Board of Directors, in addition to any remedies available at law or in equity, shall be entitled to collect reasonable attorney's fees if it prevails on its claims. In addition to its other remedies, the Board of Directors shall have the power to confiscate, impound, and remove horses, vehicles, and personal property of any kind from the common area, so long as it can be done without creating a breach of the peace.

5. **Colorado Equine Act**

All persons entering the common areas shall have an understanding of the Colorado Equine Act (the "Act") as set forth at C.R.S. § 13-21-119, and shall have agreed to hold The Ranch Community Property Owners Association, its Board and its Members harmless from liability for damages or injuries of any kind. The Ranch Community shall post signs at conspicuous places on Tract A setting forth the relevant provisions of the Act.

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6 of 65 R 325.00 D 0.00 N 0.00 ARCHULETA COUNTY

6. **Improvements.**

No recreational facilities or improvements shall be commenced or modified on commonly owned properties until written approval of the construction plans and specifications is given by The Ranch Community Architectural Control Committee.

7. **Sale of Association Property.**

Tract A is recognized to be of great importance to each Member, and same shall never be sold, leased to a third party or otherwise alienated except upon written recommendation of a majority of the Board of Directors, followed by a minimum of four/fifths of the Designated Voting Representatives authorized to vote in The Ranch Community Property Owners Association having executed an instrument approving such sale, lease or other arrangement.

8. **Merger.**

The Association shall not be merged or consolidated with another property owners association unless at least four/fifths of the Designated Voting Representatives authorized to vote in The Ranch Community Property Owners Association have executed an instrument approving such merger.

The accounting of the votes for each amendment is as follows:

During the time of the election there were 115 owners of record and a majority is 58.

Votes in Favor	Amendment
86	B.1 R-1-500 correction
81	B.2 Location of houses on lots
78	B.3 Rescind the Fourth Amendment
67	B.4 Withdraw from PLPOA
76	B.5 RCPOA Architectural Committee
82	C.1 Voting Representative
65	C.2, 3, 4, & 5 Equestrian Rights, Rules, General Plan, Equine Act
78	C.6 Improvements by RCPOA Arch. Comm.
86	C.7 Sale of Property
86	C.8 Merger of Association



99007327 08/02/1999 08:30A DCC
7 of 65 R 325.00 D 0.00 N 0.00 ARCHULETA COUNTY

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

THE RANCH COMMUNITY
PROPERTY OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION

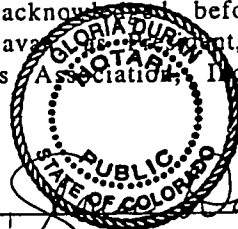


By Joe Donavan
Joe Donavan, President

By Scott Firth
Scott Firth, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

This instrument was acknowledged before me this 2nd day of August, 1999, by Joe Donavan, President, on behalf of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation.



My Commission Expires:

June 4, 2002



99007327 08/02/1999 08:30A DCC
8 of 65 R 325.00 D 0.00 N 0.00 ARCHULETA COUNTY

BALLOT

I/We the undersigned, being the lawful owner of Lot 3, The Ranch Community, according to the plat thereof filed for record with the Archuleta County Clerk and Recorder's Office, hereby cast my/our votes on the Fifth Amendment of the Declaration of Restrictions - The Ranch Community by voting for or against the specific paragraphs set forth in the Proposed Fifth Amended Declaration of Restrictions, The Ranch Community;

All	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Or				
B. 1	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
B. 2	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
B. 3	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
B. 4	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
B. 5	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
C. 1	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
C. 2, 3, 4, & 5	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
C. 6	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
C. 7	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
C. 8	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Each owner listed on the deed should vote and sign. Corporations and Trusts only have one vote.

JOHN B. LEONARD/JERANNE E
Owner Name LEONARD-TRUSTEES LEONARD Signature John Leonard / Jeranne E. Leonard
LIVING TRUST Trustees - Leonard Living Trust

Owner Name _____ Signature _____

Owner Name _____ Signature _____

Owner Name _____ Signature _____

Owner Name _____ Signature _____

Return this Ballot to the Board of Directors in the self addressed return envelope
as soon as possible.

**THE RANCH COMMUNITY
PROPERTY OWNERS' ASSOCIATION**
P.O.Box 4760
Pagosa Springs, CO 81147

June 17, 1996

Mr. Samuel A. Scanga
Inspector, Environmental Control Com.
Pagosa Lakes Property Owners Association
230 Port Avenue
Pagosa Lakes, CO 81147

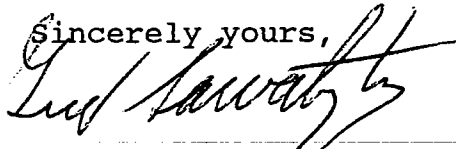
Re: Ranch Community Subdivision--Fourth
Amended Declaration of Restrictions

Dear Mr. Scanga:

Enclosed for your permanent files is a copy of the above instrument which was duly adopted as a newly amended restriction governing use of the 177 acre fenced core area, referred to on plats as Tract A.

I am sending a copy of this letter and the newly amended restriction to the Archuleta County Board of Realtors, so that real estate agents may be informed.

Sincerely yours,



Gerald Sawatzky
President

cc: Archuleta County Board of Realtors
P.O.Box 1738
Pagosa Springs, Colorado 81147

(3)

FOURTH AMENDED
DECLARATION OF RESTRICTIONS
THE RANCH COMMUNITY

7 ~~THIS~~ ~~FOURTH~~ AMENDED DECLARATION is made this day of June, 1996, by The Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation, P.O. Box 4760, Pagosa Springs, Colorado 81147, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is an organization whose members constitute all of the owners of the parcels in the Ranch Community subdivision, desiring to amend the Declaration of Restrictions as amended, previously filed of record on June 24, 1970; July 24, 1981; June 24, 1992, and March 10, 1995, in the Office of the Clerk and Recorder of Archuleta County, Colorado, and

WHEREAS, paragraph 2(A) of the Master Declaration of Restrictions, recorded on June 24, 1970, in Book 122 at Page 224, in the Office of the Clerk and Recorder of Archuleta County, Colorado, and adopted by reference by the Amended Declaration of Restrictions previously filed of record on July 24, 1981, as Reception No. 105545, in Book 181 at Page 455, in the Office of the Clerk and Recorder of Archuleta County, Colorado, provides that said restrictions may be amended by the owners of record title of a majority of the lots subject thereto, which in this instance consists of the land comprising the Ranch Community subdivision, and;

WHEREAS, the owners of record of a majority of the lots in Ranch Community subdivision, namely, the owners of 52 of the 90 lots, voted by their execution of written instruments in favor of the restriction set forth below, such vote being by owners of a majority of the lots and by a majority of the owners of lots in Ranch Community subdivision, which written instruments also authorized the undersigned President of Declarant to execute an instrument suitable for recording setting forth the exact terms of the amendment adopted, in order to amend the previously existing Covenants, Conditions, and Restrictions referred to above;

NOW, THEREFORE, under the amendment power reserved to the parcel owners, Declarant does hereby amend the

**FOURTH AMENDED DECLARATION OF RESTRICTIONS
THE RANCH COMMUNITY
PAGE TWO**

said Covenants, Conditions and Restrictions by replacing Paragraph numbered 4 of the Amended Declaration of Restrictions of The Ranch Community dated July 14, 1981, recorded July 24, 1981, in Book 181, Page 455-458, in the Office of the Clerk and Recorder of Archuleta County, Colorado, with the following:

4.1. Tract A as shown on the plat of The Ranch Community shall be for the use of persons acquiring legal or equitable title in The Ranch Community and the use by such associate members as approved by the Board of Directors of The Ranch Community Property Owners Association, Inc., in accordance with its Articles of Incorporation and By-Laws.

4.2. Tract A may be used by such members and associate members for the following purposes:

- (a) Jogging, walking, hiking, bicycling and cross-country skiing;
- (b) Other recreational uses and sports activities;
- (c) Equestrian purposes as follows:

(i) Members may ride horses on the fenced core area of Tract A during daytime hours from June 1 to October 15 of each year, provided that the member rides or personally accompanies the horse at all times, and does not leave the horse to graze nor to stay overnight.

(ii) No corrals or horse pens shall be constructed on any portion of Tract A, except that the Association may permit the construction of one equestrian stable or barn facility to be paid for and financed by horse-owning members who choose to participate. The owners of a majority of the lots and the Environmental Control Committee of the Pagosa Lakes Property Owners Association must first

FOURTH AMENDED DECLARATION OF RESTRICTIONS
THE RANCH COMMUNITY
PAGE THREE

(1) grant permission for construction of such a facility; (2) approve rules and regulations governing the proposed facility; and (3) approve the location of, and detailed plans and specifications for, such a facility.

4.3 Rules and regulations adopted by the Board of Directors shall implement the restrictions for the preservation and use of Tract A as a mountain meadow for the use and enjoyment of Association members. Such rules and regulations may be revoked or amended by a majority vote of Association members.

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

THE RANCH COMMUNITY
PROPERTY OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION

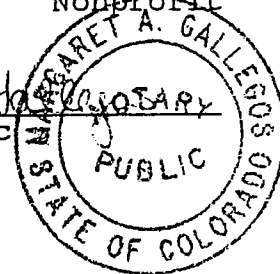
By *Gerald Sawatzky*
President

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

This instrument was acknowledged before me this 7th day of JUNE, 1996, by Gerald Sawatzky, as President, on behalf of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation.

Margaret A. Gallegos
Notary Public

My Commission Expires: 8/29/99



**THIRD AMENDED
DECLARATION OF RESTRICTIONS
THE RANCH COMMUNITY**

THIS THIRD AMENDED DECLARATION is made this ____ day of February, 1995, by The Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is an organization whose members constitute all of the owners of the parcels in the Ranch Community subdivision, desiring to amend the Second Amended Declaration of Restrictions previously filed of record on June 24, 1992, as Reception No. 0187446, in Book 375 at Page 80, in the Office of the Clerk and Recorder of Archuleta County, Colorado, and to amend the Master Declarations referred to below, and;

WHEREAS, paragraph 2(A) of the Master Declaration of Restrictions, recorded on June 24, 1970, in Book 122 at Page 224, in the Office of the Clerk and Recorder of Archuleta County, Colorado, and adopted by reference by the Amended Declaration of Restrictions previously filed of record on July 24, 1981, as Reception No. 105545, in Book 181 at Page 455, in the Office of the Clerk and Recorder of Archuleta County, Colorado, provides that said restrictions may be amended by the owners of record title of a majority of the then owners of the lots subject thereto, which in this instance consists of the land comprising the Ranch Community subdivision, and;

WHEREAS, the owners of record of lots in Ranch Community subdivision, by a vote of 52 to 6 voted in favor of paragraph numbered one below, and by a vote of 48 to 10 voted in favor of paragraph numbered two below, each such vote being a majority of the lots in Ranch Community subdivision, have authorized Declarant to amend the previously existing Covenants, Conditions, and Restrictions referred to above;

NOW, THEREFORE, under the amendment power reserved to the parcel owners, Declarant does hereby amend the said Covenants, Conditions and Restrictions as follows:

The Second Amended Declaration of Restrictions is amended by deleting all of paragraph numbered 1, and in its place is substituted the following, which shall

govern all of the residential lots in Ranch Community subdivision:

1. Subsequent to subparagraph B of paragraph 5 of the Master Restrictions, the following shall be added:

B-1, R-1-500 Single Family Residential District

- (1) Uses Permitted:
All uses permitted in R-1-90.
- (2) Minimum Lot Size:
40,000 square feet; no lot shall be divided into smaller lots or parcels.
- (3) Setback Requirements:
Setback requirements are the same as for R-1-90.
- (4) Minimum Living Area
No dwelling shall be constructed on any R-1-500 lot in the Subdivision having less than the following minimum square footage of living space, exclusive of porch, garage, cabana, guest house or servant quarters.
 - (a) One-story houses shall have a minimum of 2,000 square feet of living space.
 - (b) Multiple-story houses shall have a minimum of 2,500 square feet of living space, of which not less than 1,800 square feet of living space shall be on the first level; and such houses shall not exceed two stories in height.
- (5) Lot Coverage:
Lot coverage limitations are the same as for R-1-90.

2. The Master Declarations are amended by adding after paragraph 4, subparagraph H, the following new subparagraph I:

- I. No-residential structure shall be commenced or modified until written approval of the construction plans and specifications is given by the Ranch Community Architectural Control Committee, as well as by the Environmental Control Committee of the Pagosa Lakes Property Owners Association. The Ranch

Community Architectural Control Committee shall consist of three (3) members appointed by the Board of Directors of the Ranch Community Property Owners Association, Inc. The Committee shall require quality and aesthetic structures which harmonize with the environment and which will be compatible with other homes in the area; and which will be so located on a residential lot as to minimize interference with scenic views from existing homes in the same vicinity. No detached structural buildings, nor any homes constructed off site, shall be allowed. The Committee may adopt standards and regulations to effectuate these purposes, which shall be subject to approval by the Board of Directors of The Ranch Community Property Owners Association, Inc.

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

THE RANCH COMMUNITY
PROPERTY OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION

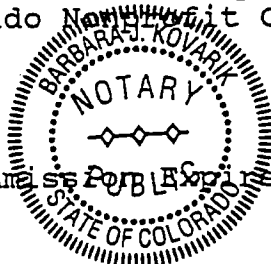
By Richard J. Deese
Richard J. Deese, President

ATTEST:

Ray St. Laurent
Ray St. Laurent, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

This instrument was acknowledged before me this 10th day of March, 1995, by Richard J. Deese, as President, and Ray St. Laurent, as Secretary of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation.



Barbara J. Kovarik
Notary Public

My Commission Expires: 4/15/98

2

SECOND AMENDED
DECLARATION OF RESTRICTIONS *
THE RANCH COMMUNITY

THIS SECOND AMENDED DECLARATION is made this 23 day of June, 1992, by The Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is an organization whose members constitute all of the owners of the parcels in the Ranch Community subdivision, and desiring to amend the Amended Declaration of Restrictions previously filed of record on July 24, 1981, as Reception No. 105545, in Book 181 at Page 455, in the Office of the Clerk and Recorder of Archuleta County, Colorado, and;

WHEREAS, paragraph of the Master Declaration of Restrictions, recorded on June 24, 1970, in Book 122 at Page 224, in the Office of the Clerk and Recorder of Archuleta County, Colorado, and adopted by reference by the above-referenced Amended Declaration, provides that said restrictions may be amended by the owners of record title of not less than fifty percent (50%) of the land comprising the Ranch Community subdivision, and;

WHEREAS, the owners of record, by a vote of 19 to 1 in favor of amending said Restrictions, have authorized Declarant to amend the Covenants, Conditions, and Restrictions recorded in Book 181 at pages 455-458;

NOW, THEREFORE, under the amendment power reserved to the parcel owners, Declarant does hereby amend the said Covenants, Conditions and Restrictions as follows:

1. Subsequent to subparagraph B of paragraph 3 of the Master Restrictions, the following shall be added:

B-1. R-1-500 Single Family Residential District

- (1) Uses Permitted:
All uses permitted in R-1-90.
- (2) Minimum Lot Size:
40,000 square feet; no lot shall be divided into smaller lots or parcels.
- (3) Setback Requirements:
Setback requirements are the same as for R-1-90
- (4) Minimum Living Area:
No dwelling shall be constructed on any R-1-500

Phil Gibbons
P.O. Box 4760
Pagosa Springs CO 81457

lot in the subdivision having less than the following minimum square footage of living space, exclusive of porch, garage, cabana, guest house or servant quarters.

- (a) One-story houses shall have a minimum of 2,000 square feet of living space.
 - (b) Multiple-story houses shall have a minimum of 2,500 square feet of living space on the main floor, and such houses shall not exceed two stories in height.
- (5) Lot Coverage:
Lot coverage limitations are the same as for R-1-90.

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

THE RANCH COMMUNITY
PROPERTY OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION

By Richard J. Deese
Richard J. Deese, President

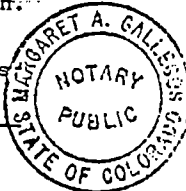
ATTEST:

Dick Hillyer
Secretary Dick Hillyer

STATE OF COLORADO }
COUNTY OF ARCHULETA } ss.

This instrument was acknowledged before me this 23 day of June, 1992, by Richard J. Deese, as President, and Dick Hillyer (by Phil Gibbons), as Secretary of the Ranch Community Property Owners Association, Inc., a Colorado Nonprofit Corporation.

My Commission Expires
8-29-95



Margaret A. Gallegos
NOTARY PUBLIC
Margaret A. Gallegos

RANCH.DEC

* This document represents only a partial duplication of the Declaration of Restrictions as indicated in the above paragraphs and in the letter attached.

AMENDED DECLARATION OF RESTRICTIONS

THE RANCH COMMUNITY

THIS AMENDED DECLARATION is made this 14th day of July, 1981 by EATON INTERNATIONAL CORPORATION, a Delaware corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat entitled THE RANCH COMMUNITY, a subdivision of Pagosa, recorded May 29, 1981 in the Public Records of Archuleta County, Colorado, in Plat File 234A through 234D inclusive, which plat is made a part hereof and incorporated herein by reference; and

WHEREAS, the real property described in the plat has been subdivided into numbered parcels identified on the plat as lots, which lots comprise in the aggregate one (1) subdivision (herein called "Subdivision"), which is one (1) of several subdivisions in the Pagosa general development (herein called "Development"); and

WHEREAS, the lots and tracts in THE RANCH COMMUNITY were previously made subject to a Declaration of Restrictions recorded May 29, 1981, in Book 180 at pages 247 through 250 inclusive, which in turn incorporated by reference the Master Restrictions described below; and

WHEREAS, Declarant desires to substitute this Amended Declaration of Restrictions for said Declaration of Restrictions recorded May 29, 1981; and

WHEREAS, Declarant desires said lots in the Subdivision be subject to the terms of a Declaration of Restrictions, herein referred to as "Master Restrictions", made on March 13, 1970 and recorded on June 24, 1970 in the Public Records of Archuleta County, Colorado, in Book 122 at pages 224 through 247 inclusive, (as amended from time to time), as provided in paragraph 15 of the Master Restrictions, which are made a part hereof and are incorporated herein by reference; and

WHEREAS, the Declarant desires to amend said Master Restrictions in certain respects as said Master Restrictions affect THE RANCH COMMUNITY.

Now, therefore, Declarant hereby declares that all of said lots and tracts in THE RANCH COMMUNITY are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Master Restrictions referred to above, which Master Restrictions shall be amended to read as follows:

1. Subsequent to subparagraph B of paragraph 5, the following shall be added:

1. R-1-400 Single Family Residential District

(1) Uses Permitted

All uses permitted in R-1-90.

(2) Minimum Lot Size

40,000 square feet; no lot shall be divided into smaller lots or parcels.

(3) Setback Requirements

Setback requirements are the same as for R-1-90.

STATE OF COLORADO
ARCHULETA COUNTY

105545

I hereby certify that this instrument was filed for Record in my office at 9:20 o'clock A M July 24 1981 and is duly recorded in Book 181 Page 455-456

MARY ANN CALLAN
Recorder

BOOK 181 / PAGE 455

(4) Minimum Living Area

No dwelling shall be constructed on any R-1-400 lot in the Subdivision having less than the following minimum square footage of living space, exclusive of porch, garage, cabana, guest house or servant quarters.

One-story houses shall have a minimum of 1500 square feet of living space.

Multiple-story houses shall have a minimum of 1000 square feet of living space on the main floor.

(5) Lot Coverage

Lot coverage limitations are the same as for R-1-80.

2. The following sentence shall be added at the end of paragraph 7 F of the Master Restrictions:

Said pets shall be confined to the occupant's property or at all times be under the direct control of occupant(s) when in other areas. No horses may be kept or maintained on any lot.

3. No oil, natural gas or water well, drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or tract and no derrick or other structure designed for use in boring for oil, natural gas, or water shall be erected, maintained or permitted on any lot or tract.

4. Tract A as shown on the plat of THE RANCH COMMUNITY shall be for the use of persons acquiring legal or equitable title in THE RANCH COMMUNITY and the use by such associate members as approved by the Board of Directors of The Ranch Community Property Owners Association, Inc. in accordance with its Articles of Incorporation and By-Laws.

5. In addition to being a member of the Pagosa Property Owners Association, Inc., in accordance with the Master Restrictions, every person acquiring legal or equitable title to any lot in the Subdivision becomes a member of The Ranch Community Property Owners Association, Inc., a Colorado non-profit corporation, herein referred to as "Ranch Association" and with such ownership in the Subdivision and membership in the Ranch Association every owner becomes subject to the requirements and limitations imposed herein and to the regulations and assessments of the Ranch Association, with the exception, however, of such person or persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Amended Restrictions on owners of lots within the Subdivision and on members of the Ranch Association, including those provisions with respect to alienation and the payment of an annual charge.

The general purpose of the Ranch Association is to further and promote the community welfare of property owners in the Subdivision.

The Ranch Association shall have the power to construct equestrian and related facilities on Tract A, though nothing herein shall be considered as requiring the Ranch Association to construct any facilities, and it shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use, of Tract A and any equestrian-related facilities located thereon, and other properties within the Subdivision as it may from time to time own or agree to maintain.

In the event that the Ranch Association at any time fails to properly complete and/or maintain the facilities, the Declarant may, in its sole discretion, enter upon and make any and all repairs, or may complete and/or maintain any of the properties under the responsibility of the Ranch Association, and may charge the Ranch Association therefor, provided, however, that Declarant shall under no circumstances be obligated to take any such action.

The Ranch Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Ranch Association a uniform charge per single-family residential lot within the Subdivision. The amount and times of payment of such charge are to be determined by the Board of Directors of the Ranch Association for the purposes set forth in the Articles of Incorporation, provided that no such charge shall ever be made against, or be payable by, the Declarant, the Ranch Association itself, or any entity that may be created to acquire title to, and operate, the water or sewer utilities serving the Subdivision, or other recreational facilities within the Subdivision.

All charges are payable by the member to the Ranch Association at such times as set by the Board of Directors of the Ranch Association on or before the first day of May of each year, for the ensuing year in accordance with its budget of anticipated expenses. The Board of Directors of the Ranch Association shall fix the amount of the annual charge per lot by the first day of April of each year, and written notice of the charge so fixed shall be sent to each member in the event it is changed from the previous year. The Board of Directors of the Ranch Association may set a lower charge for lots not improved with dwellings. However, there shall be no annual charge or assessment until such time as Tract A has been transferred to the Ranch Association.

Every person who shall become the legal or equitable owner of any lot in the Subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Ranch Association all charges that the Ranch Association shall make in accordance with these Amended Restrictions. If such payment is not made when due, it shall bear interest at the average Denver, Colorado bank prime rate of interest in effect as of the time of delinquency. Until paid, such charges, together with costs and reasonable attorney's fees required to secure payments thereof, shall constitute a perpetual lien on and against the property charged. The Ranch Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees and may foreclose the lien in accordance with the laws of the State of Colorado.

The Ranch Association shall upon demand at any time furnish a list of members who have paid such assessment or of such members who are then delinquent in the payment of such assessments.

The fund accumulated as a result of the charges levied by the Ranch Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members of the Ranch Association and in particular providing for the construction and the maintenance of the equestrian facilities.

The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constituting a residence or other improvement thereon shall be superior to any such lien as provided for in these Amended Restrictions.

The Board of Directors of the Ranch Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities of any member or associate member if any charge owed remains unpaid, or for any continuing violation of these Amended Restrictions for the Subdivision, after the existence of the violation has been brought to the attention of the member in writing by the Board of Directors of the Ranch Association.

6. Under Paragraph 16 of the Master Restrictions the term "Association" shall also include the Ranch Association.

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



EATON INTERNATIONAL CORPORATION,
a Delaware corporation

By David H. Eaton
David H. Eaton, President

Fred B. Thielen
Fred B. Thielen, Assistant
Secretary

STATE OF ARIZONA)
) SS.
County of Maricopa)

This instrument was acknowledged before me this 14th day of July, 1981, by David H. Eaton as President and Fred B. Thielen as Assistant Secretary of EATON INTERNATIONAL CORPORATION, a Delaware corporation.

My commission expires January 13, 1984.

Paul J. Thibault
Notary Public in
and for the State of Arizona

BOOK 181 PAGE 458 105345



Recorded MAY 29 1981 N 246 P.M.
Recpt. No. 101682 Mary Ann Colton - - Recorder
MAY

RECEIVED MAR - 2 1992

DECLARATION OF RESTRICTIONS

THE RANCH COMMUNITY

THIS DECLARATION is made this 29th day of MAY, 1981 by EATON INTERNATIONAL CORPORATION, a Delaware corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat entitled THE RANCH COMMUNITY, a subdivision of Pagosa, recorded MAY 29 1981 in the Public Records of Archuleta County, Colorado, in Plat File 234 through 234 D inclusive, and is made a part hereof and incorporated herein by reference; and

WHEREAS, the real property described in the plat has been subdivided into numbered parcels identified on the plat as lots, which lots comprise in the aggregate one (1) subdivision (herein called "Subdivision"), which is one (1) of several subdivisions in the Pagosa general development (herein called "Development"), which said lots in THE RANCH COMMUNITY Declarant desires to be subject to the terms of a Declaration of Restrictions (Master Restrictions) made on the thirteenth day of March, 1970 and recorded on the twenty-fourth day of June 1970 in the Public Records of Archuleta County, Colorado, in Book 122, at pages 224 through 247 inclusive, as provided in paragraph 15 thereof, which are made a part hereof and are incorporated herein by reference, together with Amendment to Restrictions made on the sixth day of January, 1978 and recorded on the eleventh day of January, 1978 in the Public Records of Archuleta County, Colorado, in Book 156, at pages 134 and 135; and

WHEREAS, the Declarant desires to amend said Declaration of Restrictions in certain respects as said Declaration affects THE RANCH COMMUNITY.

Now, therefore, Declarant hereby declares that all of said lots and tracts in THE RANCH COMMUNITY are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Declaration of Restrictions referred to above, which Declaration of Restrictions shall be amended to read as follows:

1. Subsequent to subparagraph B of paragraph 5, the following shall be added:

B-1. R-1-400 Single Family Residential District

(1) Uses Permitted

All uses permitted in R-1-90.

(2) Minimum Lot Size

40,000 square feet; no lot shall be divided into smaller lots or parcels.

(3) Setback Requirements

Setback requirements are the same as for R-1-90.

BOOK 180 PAGE 247

COMPLIMENTS OF
COLORADO LAND TITLE CO.
P. O. BOX 334
SALIDA SPRINGS, CO 81147
(303) 731-4816

REPLACED BY
Book 181
Page 455-478

(4) Minimum Living Area

No dwelling shall be constructed on any R-1-400 lot in the Subdivision having less than the following minimum square footage of living space, exclusive of porch, garage, cabana, guest house or servant quarters.

One-story houses shall have a minimum of 1500 square feet of living space.

Multiple-story houses shall have a minimum of 1,000 square feet of living space on the main floor.

(5) Lot Coverage

Lot coverage limitations are the same as for R-1-90.

2. The following sentence shall be added at the end of paragraph 7 F of the Master Restrictions:

Said pets shall be confined to the occupant's property or at all times be under the direct control of occupant(s) when in other areas.

3. No oil, natural gas or water well, drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or tract and no derrick or other structure designed for use in boring for oil, natural gas, or water shall be erected, maintained or permitted on any lot or tract.

4. Tract A as shown on the plat of THE RANCH COMMUNITY shall be for the exclusive use of persons acquiring legal or equitable title in THE RANCH COMMUNITY.

5. In addition to being a member of the Pagosa Property Owners Association, Inc., in accordance with the Master Restrictions, every person acquiring legal or equitable title to any lot in the Subdivision becomes a member of The Ranch Community Property Owners Association, Inc., a Colorado non-profit corporation, herein referred to as "Ranch Association" and with such ownership in the Subdivision and membership in the Ranch Association every owner becomes subject to the requirements and limitations imposed herein and to the regulations and assessments of the Ranch Association, with the exception, however, of such person or persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Ranch Association, including those provisions with respect to alienation and the payment of an annual charge.

The general purpose of the Ranch Association is to further and promote the community welfare of property owners in the Subdivision.

The Ranch Association shall be responsible for the construction of facilities, though nothing herein shall be considered as requiring The Ranch Association to construct any facilities, and the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use, of Tract A and any equestrian related facilities located thereon, and other properties within the Subdivision as it may from time to time own or agree to maintain.

In the event that the Ranch Association at any time fails to properly maintain the facilities, the Declarant may in its sole discretion enter upon and make any and all repairs, or may maintain any of the properties under the responsibility of the Ranch Association, and may charge the Association therefor, provided, however, that Declarant shall under no circumstances be obligated to take any such action.

The Ranch Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Ranch Association a uniform charge per single-family residential lot within the Subdivision. The amount and times of payment of such charge are to be determined by the Board of Directors of the Ranch Association for the purposes set forth in the Articles of Incorporation, provided that no such charge shall ever be made against, or be payable by, the Declarant, the Ranch Association itself, or any entity that may be created to acquire title to, and operate, the water or sewer utilities serving the Subdivision, or other recreational facilities within the Subdivision.

All charges are payable by the member to the Ranch Association at such times as set by the Board of Directors of the Ranch Association on or before the first day of May of each year, for the ensuing year in accordance with its budget of anticipated expenses. The Board of Directors of the Ranch Association shall fix the amount of the annual charge per lot by the first day of April of each year, and written notice of the charge so fixed shall be sent to each member in the event it is changed from the previous year. The Board of Directors of The Ranch Association may set a lower charge for lots not improved with dwellings. However, there shall be no annual charge or assessment until such time Tract A has been transferred to the Ranch Association.

Every person who shall become the legal or equitable owner of any lot in the Subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Ranch Association all charges that the Ranch Association shall make in accordance with these Restrictions. If such payment is not made when due, it shall bear interest at the average Denver, Colorado bank prime rate of interest in effect as of the time of delinquency. Until paid such charges together with costs and reasonable attorney's fees required to secure payment thereof shall constitute a perpetual lien on and against the property charged. The Ranch Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees and may foreclose the lien in accordance with the laws of the State of Colorado.

The Ranch Association shall upon demand at any time furnish a list of members who have paid such assessment or of such members who are then delinquent in the payment of such assessments.

The fund accumulated as a result of the charges levied by the Ranch Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members of the Ranch Association and in particular providing for the construction and the maintenance of the equestrian facilities.

The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon, shall be superior to any such lien as provided for in these Restrictions.

The Board of Directors of the Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities of any member or associate member if any charge owed remains unpaid, or for any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation has been brought to the attention of the member in writing by the Board of Directors of the Ranch Association.

10-1682

BOOK 180 PAGE 247 - 3 -

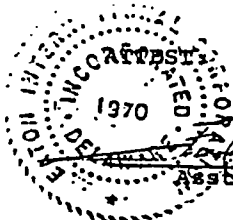
COMPLIMENTS OF
COLORADO LAND TITLE CO.
P. O. BOX 334
SAGOSA SPRINGS, CO 81147
(303) 751-4815

6. Under Paragraph 16 of the Master Restrictions the term "Association" shall also include the Ranch Association.

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

EATON INTERNATIONAL CORPORATION,
a Delaware corporation

By *David H. Eaton*
President



Fred B. Thuermer
Asst. Secretary

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 8th
day of April, 1981, by David H. Eaton
and Fred B. Thuermer as President and Assistant Secretary
respectively of EATON INTERNATIONAL CORPORATION, a Delaware corporation.

M. J. Crawford
Notary Public
M. J. Crawford

My commission expires:

1/13/84

104682

- 4 -

BOOK 180 PAGE 250

COMPLIMENTS OF
COLORADO LAND TITLE CO.
P. O. BOX 334
PAGOSA SPRINGS, CO 81147
(303) 731-4815

27



20406632 7/28/2004 12:00:00 PM June Madrid
1 of 27 DGL R \$136.00 D \$0.00 Archuleta County, CO

RANCH COMMUNITY

Design Guidelines

Mr. Ed Funk
Let: 162 Hackamore
PS 81147

TABLE OF CONTENTS

I.	INTRODUCTION TO RANCH COMMUNITY	1
II.	PURPOSE OF THE RANCH COMMUNITY DESIGN GUIDELINES	2
III.	THE DESIGN REVIEW AND APPROVAL PROCESS	
	The Design Review Committee	5
	The Design Review Process	6
	Modifications to Existing Homes	6
	Step One: The Introductory Meeting	7
	Step Two: Final Review	7
	Step Three: Construction and Inspections	9
IV.	SITE PLANNING DESIGN GUIDELINES	
	Undisturbed Area	10
	Building Siting and Site Access	10
	Site Contours, Grading and Drainage	10
	Parking	11
	Utilities	11
V.	ARCHITECTURAL DESIGN GUIDELINES	
	Building Height and Scale	12
	Roofs	13
	Exterior Walls and Surfaces	14
	Decks, Balconies and Entries	14
	Chimneys, Roof Vents, Flues and Arrestors	14
	Trim and Accent Colors	15
	Accessory Uses and Structures	15
	Design Guidelines for Log Homes	16



VI. LANDSCAPE ARCHITECTURE DESIGN GUIDELINES

Landscape Design Considerations	18
Decks and Patios	19
Driveways	19
Retaining Walls	19
Fences	19
Irrigation	19
Lighting	20
Water Features	20
Swimming Pools and Other Amenities	20
Wild Fire	20
Revegetation Plans	21
Easements	21

VII. CONSTRUCTION REGULATIONS

Construction Management Plan	22
Construction Clean-up Deposit	24
DRC Inspections	24

VIII. APPENDIX

Design Review Application Forms	
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- 4 of 27

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Archuleta County, CO

THE RANCH COMMUNITY DESIGN GUIDELINES

These Design Guidelines have been promulgated pursuant to the Declarations of Covenants, Conditions, Restrictions, and Easements for the Ranch Community. The Design Guidelines are binding upon all person who at any time construct, reconstruct, refinish, alter or maintain any improvement upon the Property, or make any change in the natural or existing surface, drainage or plant life thereof. The Design Guidelines are administered and enforced by the Design Review Committee in accordance with the Declaration and the procedures herein and therein set forth. The Design Guidelines may be amended from time to time and it is the responsibility of each owner or other person to obtain and review a copy of the most recently revised Design Guidelines.

II. PURPOSE OF THE RANCH COMMUNITY GUIDELINES

The Ranch Community Design Guidelines have been written to implement design goals by providing a guide for the design and development of homes and improvements. These Guidelines include specific site planning, architectural, landscaping and construction standards planning, to ensure an aesthetically and environmentally sensitive approach is taken in the development of individual homes. These Guidelines provide the principle tool for maintaining the design continuity of the Ranch Community built environment.

One of the major objectives of these Guidelines is to encourage a unified design philosophy for the Ranch Community. These Guidelines are not intended, however, to suggest that all homes in the Ranch Community must be designed the same or use identical building materials. Rather, these Guidelines are written to encourage architectural harmony in the design of homes and their relationship to the environment. It is the intention of these Guidelines that no single structure or improvement stand apart in its design of construction so as to detract from the overall environment and appearance of the Ranch Community.

The Ranch Community Design Guidelines contain relatively few absolute design standards. Rather, most design concepts are expressed in fairly broad terms. This has been done in order to allow for individuality and a variety of architectural expression while at the same time ensure compliance with the Ranch Community design theme.



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Archuleta County, CO

The four major objectives of the Ranch Community Design Guidelines are:

To provide owners with clearly defined standards of what is expected in terms of architectural and landscape design and home construction.

To foster a unified design philosophy for the community while also allowing for individual architectural expression defined by the desires of the property owner.

To protect each owner's investment in their home by requiring every property owner to comply with the same high level of design and construction standards.

To assist owners and their design teams with the design review process and with the many technical factors that must be considered when designing in mountain environments.



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June Madrid

The Guidelines have been written with room for self-expression to allow every owner in the Ranch Community the latitude to build the home of their choice. Inherent in this concept, however, is the understanding that all homes must be designed within the parameters outlined in these Guidelines in order to maintain design compatibility throughout the Ranch Community, preserve economic values and enhance the environmental quality of the subdivision.

As the Ranch Community develops over time, so will these Guidelines. The Ranch Community Design Guidelines are a dynamic document that will continue to evolve along with the changing conditions and character of the community. This document contains detailed sections on the design review process and project construction regulations. The actual design guidelines are outlined in three different sections:

Site Planning Design Guidelines outline standards for the siting and orientation of homes and improvements on a lot.

Architectural Design Guidelines address the architectural style, materials, form and finish of a home.

Landscape Architecture Design Guidelines cover all site improvements and the landscaping of a site.

While this document provides the primary guide to be used in the design and development of homes in the Ranch Community, over time supplemental information may be prepared by the Design Review Committee to further assist owners and designers with the design process.

III. THE DESIGN REVIEW AND APPROVAL PROCESS

There are two important steps that every owner should take prior to selecting a lot and beginning the design of a new home. The first is to become familiar with the Ranch Community environment. The Ranch Community includes many different types of lots characterized by a variety of terrain, orientation and vegetation. These lots present different opportunities and challenges in the design of a home. The second is to spend time reviewing these Design Guidelines.

One of the fundamental objectives of the Ranch Community Design Guidelines is for homes to be designed in response to the natural features of a site. The unique characteristics of each lot will dictate its own unique design solutions. A preconceived design should not be arbitrarily "forced" onto a site. For this reason, it is advisable to give some thought to the type of home that is desired before purchasing a lot. If feasible, it may be helpful to retain an architect prior to making a final decision on a home site. Design professionals can help potential owners visualize different styles of homes and how they will fit on a particular lot.

The design review process involves a series of meetings between the Owner, their design team and the Ranch Community Design Review Committee (DRC). The DRC is a committee of the RCPOA. This process begins with an informal introductory meeting and concludes with the completion of construction. Along the way are a series of meetings, or check points, designed to ensure a smooth and efficient review of the home design. The DRC is committed to assisting owners through the design review process. As opposed to a "regulatory review agency", the DRC should be thought of as a member of the owner's design team.

THE DESIGN REVIEW COMMITTEE

The DRC evaluates all development proposals on the basis of these Guidelines. Most of the design guidelines outlined in this document are written as relatively broad standards. The interpretation of these



standards is left up to the discretion of the DRC. Other guidelines such as roof height, roof form and exterior wall materials are more clearly stated as definitive, absolute design parameters. It is the intention of this design review process that all home designs comply with these absolute standards and decisions by the DRC shall be final.

It is also recognized that each lot has its own unique characteristics and that each owner has their own individual needs and desires. For this reason, the DRC has the authority to approve deviations from any of the design standards in these guidelines. It should be understood, however, that any request to deviate from these guidelines will be evaluated at the sole discretion of the DRC and that the approval of deviations will be limited to only the most creative design solutions to unique situations. Prior to the DRC approving any deviation from a design guideline, it must be demonstrated that the proposal is consistent with the overall objectives of these Guidelines and that the deviation will not adversely affect adjoining lots or the Ranch Community as a whole.

The following sections describe the major steps involved in the Ranch Community design review process. The DRC may, at the request of an Owner or at their own discretion, modify any of these submittal requirements.

THE DESIGN REVIEW PROCESS

DRC approval is also required for any exterior modifications to an existing home or lot. This would include improvements such as changes to color, addition of new windows, or an outdoor patio. The review of modifications to existing homes will generally be limited to plans, written information, material samples or color samples necessary to demonstrate the proposed modification. Prior to beginning the design of any modifications to an existing home, owners are encouraged to contact the DRC to outline a review process and submittal requirements for the modification.

MODIFICATIONS TO EXISTING HOMES

The Introductory Meeting provides as opportunity for the owner, their Design team and DRC to have an informal discussion of the Design Guidelines. Items to be discussed at this meeting are the design for the Ranch Community, the design review and construction process, site planning, architectural and landscape guidelines. This meeting also gives the owner and their design team an opportunity to share their initial design concepts with DRC. This dialogue is an important first step to identify any major issues with the initial design concept prior to the owner expending large amounts of time and money on design.

STEP ONE: INTRODUCTORY MEETING

The Introductory Meeting may be held any time after a contract has been accepted on a lot. The meeting may be held with any single member of the DRC and does not have to take place at a regular meeting of the Committee. During the course of this meeting, owners are encouraged to visit the home site with the DRC to discuss site specific issues relative to these Design Guidelines.

After the Introductory Meeting, the following material shall be submitted to the DRC for final review of all construction plans. The purpose of this review is to ensure that final construction plans and documents are consistent with the Ranch Community Design Guidelines. A formal meeting between the owner and the DRC is not required. However, the General Contractor shall meet with a representative from the DRC prior to initiating any construction or site preparation. The purpose of this meeting is to ensure that the General Contractor is aware of all construction regulations and the Construction Clean-up Deposit.

STEP TWO: FINAL REVIEW

A written Notice to Proceed will be issued by the DRC for all plans that are consistent with Design Guidelines. The DRC shall issue the Notice to Proceed within fifteen days from the date complete Final Construction Plans are submitted. Prior to initiating construction, owners are responsible for obtaining a building permit from Archuleta County and PLPOA.

If construction plans deviate from approved Design Guidelines, the DRC may approve such deviations and issue a Notice to Proceed or may disapprove the construction plans. In the event that construction plans are not approved, the DRC shall provide a written explanation of why the plans were denied within fifteen days from the date complete Final Construction plans are submitted.

Required Submittal Material:

One of each of the following is to be submitted:

1. Construction plans, including foundation plan, framing plan, floor plan, roofing plan, building elevations, site plan, and all specifications and material and color schedules.
2. Final Construction Management Plan.
3. Contractor and Sub-Contractors to be employed on the project.
4. Construction clean-up deposit of \$1,000.00. (This deposit is refundable at completion of project providing clean-up guidelines have been followed.) This deposit is to be paid by the General Contractor prior to the issuance of a Notice to Proceed.
5. Site to Building Location Survey (ILC).

Inspections may be performed by the DRC throughout the construction process. The purpose of DRC inspections is to ensure that the residence is being built according to approved plans and that construction is in compliance with the approved Construction Management Plan. The Archuleta County Building Department will inspect construction to ensure compliance with the Uniform Building Code and other County regulations. Both the DRC and Archuleta County have the authority to enter a construction site at any reasonable time during construction.

STEP THREE: CONSTRUCTION & INSPECTIONS

It is very common for the design of new homes to be refined during the construction process. Any changes to approved plans require review and approval by the DRC. Owners are required to contact the DRC prior to initiating such changes. Submittal requirements and the review process will vary depending upon the nature of proposed changes.

Before occupying a new home, owners must request a Certificate of Compliance from the Ranch Community DRC. If the home, and all site improvements are completed in accordance with approved construction plans, the DRC shall issue a Certificate of Compliance and refund any unused portion of the Construction Clean-up Deposit to the General Contractor. The owner is also responsible for obtaining a final Certificate of Occupancy from the Archuleta County Building Department.



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7/28/2004 12:00:00 PM

June Madrid

13 of 27 DGL R \$136.00 D \$0.00 Archuleta County, CO

IV. SITE PLANNING DESIGN GUIDELINES

A successful site planning process should find the delicate balance of preserving and enhancing the natural features of a site while at the same time accomplishing the design objectives of the owner. The following section outlines these steps and other design and planning considerations to be addressed during the site planning process. These considerations include where the home and improvements are located, the orientation of the home on a lot, the manner in which access is accomplished, site grading, limits of construction, parking and utilities.

The development of a single-family residence is permitted within each lot in the Ranch Community. The minimum size requirement for each residence is 2,000 square feet of enclosed heated space for single story and 2,500 square feet of enclosed heated space for two story with a minimum of 1800 square feet on the first floor.

Generally, maintenance of the Undisturbed Area may include the limited removal of deadfall, the planting of indigenous landscape material, and the removal of noxious weeds. Activities not permitted in the Undisturbed Area include the removal of any existing vegetation and trees (unless specifically approved by the DRC), the introduction of manicured lawns, and the mowing of native grasses.

UNDISTURBED AREA

Access to a home site is a critical element in the site planning of a lot. In all cases, access to the lot shall minimize grading and the modification of existing site contours.

BUILDING SITING & SITE ACCESS

The grading and modification of existing site contours should be no more than necessary to accommodate the development of a home. Existing natural drainage courses should not be altered. When

SITE COUNTOURS, GRADING & DRAINAGE



20406632
14 of 27

7/28/2004 12:00:00 PM
DGL R \$136.00 D \$0.00 Archuleta County, CO

June Madrid

grading is required, it shall be designed to blend with the natural contours and landscape of the site. This can be accomplished by feathering all cuts and fills into the existing terrain of the site. To the extent possible, all grading is required around the perimeter of a site. Grading shall interface with the existing contours of adjacent properties. In order to preserve existing vegetation, it is important that grading around trees be minimized.

Cuts and fills should be minimized by proper site planning and design. However, when necessary, the slope of cut and fill banks should be determined by soil characteristics to avoid erosion and promote revegetation. In all cases, cut and fill banks should be limited to a maximum slope of 2:1. When retaining walls are required, such improvements shall be consistent with design standards and approved by the DRC.

Each residence shall contain parking spaces for a minimum of two automobiles within an enclosed garage.

PARKING

Overnight parking on the Ranch Community roads is not permitted. While large expanses of paved surfaces are to be avoided, the need for on-site parking in addition to these requirements should be considered during the design process.

All utility lines and related utility equipment shall be installed underground. Utility connections from main service lines to homes should be designed to minimize disruption of the site and existing vegetation. The precise locations of a utility line shall not be based on the shortest distance between the main service line and the home. Rather, the location of utility lines should be determined in order to minimize impacts to the site. All utility boxes should be located to minimize their visual impact from the residence, adjacent lots and roadways. When appropriate, utility boxes should be screened with landscaping. All attempts should be used to minimize road cuts and/or boring when possible.

UTILITIES

V. ARCHITECTURAL DESIGN GUIDELINES

These guidelines outline a number of specific architectural concepts that are to be followed during the design process.

Architectural concepts for the Ranch Community involve principles such as designing with the existing characteristics of a lot, incorporating natural materials into the design of a home and the use of a limited number of unassuming colors and finishes. As homes are developed over the years, these fundamental design concepts will define the Ranch Community architectural style.

The following sections outline the specific architectural design guidelines used to evaluate proposed development in the Ranch Community.

All buildings and structures will be limited to a maximum height of thirty-five (35) feet.

BUILDING HEIGHT, AND SCALE

In keeping with the Ranch Community's design philosophy of designing with the site, buildings should step with the natural contours of a lot. Accordingly, building height is measured as the difference between the elevation of any major roof ridge and existing grade directly below such ridge. With this method of calculation height, the maximum ridge elevation of a home will vary depending on the existing grade below the ridge line.

The DRC has the authority to grant exceptions to a lot's height limitation when site characteristics and the design of the home demonstrate that increased height is appropriate. For example, homes with a 12:12 roof, a building design that effectively "breaks up" the mass of the structure, lots with irregularities in site contours or other unique site conditions may provide justification for permitting increased height.



20406632 7/28/2004 12:00:00 PM June Madrid
16 of 27 DGL R \$136.00 D \$0.00 Archuleta County, CO

A number of considerations must be satisfied for the DRC to approve an increase to allowable height limits. First, in the opinion of the DRC, the overall design, scale and massing of the proposed home must be appropriate for the site. A 12:12 roof alone is not justification for increased building height. Rather, it is the relationship of the site to the entire home design that will be considered when evaluating such requests. Secondly, the owner must demonstrate the proposed residence does not adversely affect adjacent properties. Finally, the proposed design must be consistent with all other design guidelines.

All major roofs of a structure shall have a minimum roof pitch of not less than 5:12. While the recommended range of acceptable roof pitch is 5:12 to 9:12, roof pitches of up to 12:12 may be approved by the DRC. Roof forms shall be strictly limited to gable, gambrel and hip-type roofs. Flat and shed roofs are not permitted in the Ranch Community. However, shed roofs may be permitted as secondary roof forms provided they are attached to the primary building form and have pitches no less than 4:12.

ROOFS

Roof overhangs and dormers are encouraged to add interest and variety to roof forms. When used, dormers should be an integral part of the roof form and designed in proportion to the overall scale of the roof. Dormers may be either gable, gambrel, hip or shed forms.

All finished roof surface material is required to be a minimum Class B rating. For wood shakes and shingles, the Class B rating must meet standards NFPA 256 and ICBO-UBC 32-7 for fire rating and permanency of the fire retardant polymers. Archuleta County Building Department should be contacted for additional information on minimum rating for roof materials.

Snow diverters and retainers may be necessary on certain roof forms. If used, they should be designed as a decorative element consistent with the overall design of the residence.



When skylights are used, they should be integrated with the roof form to be as unobtrusive as possible. Roof mounted solar panels shall be installed flush with the roof line and trimmed to match the main residence.

As the major supporting element of a structure, exterior walls should lend the feeling of strength and mass. Vertical wood siding is an appropriate material to be used as a sheathing, especially at gable ends and upper levels of a structure. Appropriate exterior siding includes brick, stone, natural wood (western cedar, redwood, spruce or pine) with sound tight knot or better. When such wood materials are used, they may be treated with natural preservatives, semi-transparent stains, pigment stains or paint. When pigment stain or paint is used on siding, heavy trim, beams or other exterior wall materials, colors should be selected in concert with other building materials and natural colors found on the site. Metal, vinyl and T-1-11 siding are not allowed.

In order to express continuity and simplicity in the structure, no more than three exterior wall materials should be used on a structure. When stucco is used, light muted colors are most appropriate.

Above-grade decks and balconies can reduce the scale of a home and add interest to the design of a building. These types of features are encouraged and when used, should be incorporated into the structure and detailed with materials and colors consistent with the overall design of the home. When locating decks, balconies and entries, consideration should be given to sun/shade, snow shedding and exposure to the natural elements.

Chimneys are often prominent visual and structural elements of a home. They should be designed in proportion to the rest of the structure and be constructed of materials that lend a substantial and stable appearance. Building-height limitations do not apply to chimneys and

EXTERIOR WALLS & SURFACES

DECKS, BALCONIES & ENTRIES

CHIMNEYS, VENTS FLUES, ETC.



related roof elements. All chimneys and flues should be designed with down-draft reflectors and spark arrestors.

Roof vents and flues should be grouped and concealed from view or by enclosing such features in a manner compatible with the design of the residence. A false chimney is one example of how this can be accomplished. Under no circumstances are unpainted flues or vents permitted.

All trim work, mullions, soffits, fascia, flashing and other exterior finishes shall be consistent with the materials and color of the residence. Accent colors should be used to provide visual interest to a residence, but should not call undue attention to any single element of a building. Trim and accent colors should be selected to reflect the nature colors found on the site. The use of bright colors should be avoided. In all cases, trim and accent colors are subject to approval by the DRC.

TRIM & ACCENT COLORS

All accessory structures such as pool houses, gazebos, kennels and similar features shall be integrated with the design of the main residence. Integration can be achieved with the use of similar materials, colors, architectural style and form. When feasible, accessory structures must be visually or physically connected with the main structure by a common wall.

ACCESSORY USES & STRUCTURES

Trash-storage areas shall not be exposed to free access by wildlife.

Entry pylons may be installed at the driveway entrance in order to identify the residence. Custom pylon designs are subject to approval by the DRC and shall reflect the same style and materials use in the landscaped entry of the residence.

Large satellite dishes and antennas are discouraged. DRC may approve such devices provided they are appropriately located and screened from view from adjacent lots and roadways. In order to minimize the visual impact of the dish, the use of mesh dishes is

encouraged. Satellite dishes shall also be painted to further minimize their visual impact. Roof-top installations of antennas or satellite dishes are prohibited.

Log Building Material

Hand-crafted logs can be left round or hewn on one or more sides, but in either case the basic timber size and individual characteristics such as grain and dimension should be reflected in the final product. Care should be taken to ensure that logs are of consistent diameter and that adjoining logs are of uniform size. A 1" - 2" difference in the diameter of a log 20'0" in length is an acceptable standard.

SPECIFIC DESIGN GUIDELINES FOR LOG HOMES

Exterior Walls

In addition to the stone or stucco base, the upper portions of exterior walls may include rough-sawn wood siding.

Roofs

Same as design guidelines for ROOFS under section V. ARCHITECTURAL DESIGN GUIDELINES.

Fenestration

Openings should be proportioned and shaped to complement the overall building design while responding to the structural demands of logs. Large expansive openings can be successfully framed with vertical logs to off-set the effects of shrinkage and provide a complementary proportion between opening and frame. Large panes of uninterrupted glass can be out of proportion and scale with log dimensions. Multiple windows with varied size of lights is encouraged.

Detailing and Joinery

Log structures by their very nature portray an expression of craftsmanship and understanding of wood as a building material; structure and architecture are conceived and expressed together.



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7/28/2004 12:00:00 PM

June Madrid

20 of 27

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Archuleta County, CO

Colors for Log Homes and Structures

Natural color stains should be used for logs and siding. Accent colors may be used on trim material, but in no case should accent colors call undue attention to a single element of a residence.



VI. LANDSCAPE ARCHITECTURE DESIGN GUIDELINES

The Ranch Community lies within a unique and sensitive mountain environment. The site offers unparalleled views of surrounding mountains and valleys.

The challenge of landscape design in the Ranch Community is to integrate the built environment with this spectacular setting. In this regard, the use of landscape materials immediately adjacent to a home is relatively unrestricted. In other areas removed from the home, however, the introduction of plant materials is limited to species currently found in the local plant community. The integration of the man-made and natural landscape is a key aspect of these Landscape Design Guidelines.

The scale of landscape materials and the overall landscape design shall be integrated with the natural mountain landscape and local plant communities. New planting shall complement existing plant communities and be located to visually extend existing vegetative edges. The functional uses of plant materials for buffering westerly winds, providing seasonal shade and screening of undesirable views should be considered. The judicious use of color and texture should also be considered in the selection of landscape materials. The present and mature size of new landscaping materials should be considered when selecting landscaping materials. Due to the relatively short growing season, large-caliper deciduous trees and mature evergreens are strongly recommended.

Landscape materials should be used to complement the architecture of the home, define outdoor spaces, frame both on-site and off-site views, establish background and foreground balance and knit the home to the site. The use of plant materials in areas immediately adjacent to a home which are not visible from neighboring homes is relatively unrestricted and may include introduced and non-native plants.

LANDSCAPE DESIGN CONSIDERATIONS

Decks and patios should be designed as an integral element of the design of the home. Materials used for decks, patios and other hard landscape surfaces shall be consistent with the materials and colors of the residence and other site improvements such as retaining walls. When appropriate, the use of natural stone is encouraged.

DECKS & PATIOS

Driveways shall be constructed of either concrete, asphalt, pavers or gravel.

DRIVEWAYS

The maximum grade of driveways should not exceed 5%. The maximum width of paved driveway surface, excluding parking areas immediately adjacent garages, should not exceed 13 feet.

When retaining walls are required, they shall be constructed of materials consistent with the materials and colors of the residence and other site improvements. The use of native stone is encouraged. When appropriate, retaining walls should be designed as an architectural extension of the home. Maximum total vertical exposure of a retaining wall shall not exceed four feet. The use of plantings to soften the visual impact of retaining walls is encouraged.

RETAINING WALLS

Fences, walls and barrier devices may be used for privacy and screening purposes. When used, such features must be incorporated into the structural and architectural design of the residence. The DRC shall review the design, size, materials, color and construction of such structures in relation to the proposed residence and its neighboring sites. Kennels should be adjacent to the home.

FENCES

All newly grassed, landscaped, or revegetated areas within the lot or immediately surrounding a home shall be irrigated.

IRRIGATION



The design, location and type of any exterior lighting requires approval by the DRC. Lighting at the end of driveways to identify homes is encouraged, but in all cases shall be low level down lighting incorporated into a pylon approved by the DRC. Indirect sources and horizontal cutoff fixtures are recommended to reduce glare and provide general ambient light. No exterior lighting in which the direct source is visible from a neighboring property or which produces excessive glare to pedestrian or vehicular traffic shall be permitted. When exterior lighting is used, the use of white exterior lights are encouraged. Low level landscape lighting immediately surrounding a home may be permitted.

LIGHTING

Architectural or landscape water features may be approved subject to review by the DRC.

WATER

No owner or contractor shall interfere with or direct the natural course of any drainage and runoff, nor construct any improvement, place any landscaping or allow the existence of any condition whatsoever which shall alter the drainage pattern or runoff from its natural flow to or across the land of another, except to the extent that such alteration in drainage pattern or runoff is approved in writing by the DRC.

Swimming pools and related features should be designed to complement the residential structure and should be located so as to minimize impacts on adjacent lots and the surrounding natural area.

SWIMMING POOLS & OTHER AMENITIES

It is important that the Ranch Community home owners be aware of the possibility of wildfire. However, the threat of wildfire can be greatly reduced with thoughtful planning and preventative landscape maintenance.

WILDFIRE



20406632 7/28/2004 12:00:00 PM June Madrid
24 of 27 DGL R \$136.00 D \$0.00 Archuleta County, CO

The goal of fire-safe landscaping is to reduce the amount of potential fire fuel immediately surrounding a home. This need not result in a barren or unattractive landscape.

Along with the use of fire-resistant plant material, a 30-foot safety zone in all directions around a home is recommended. The following actions are recommended within this zone:

- ~ Dispose of slash and debris left from thinning.
- ~ Stack firewood away from the home.
- ~ Maintain irrigated greenbelt.
- ~ Mow dry grasses and vegetation.
- ~ Remove dead limbs, leaves, needles and other materials.
This should also be done in areas outside of the safe zone.

These suggestions are intended only as general guidelines. Specific fire-safety considerations will vary based on the characteristics of each lot.

All areas of a lot disturbed during construction must be revegetated to blend with the non-disturbed landscape.

REVEGETATION PLANS

Easements are located at various points throughout the Ranch Community for the installation and maintenance of utilities and drainage facilities. No grading, structures, plantings or other materials that may damage or interfere with utilities or drainage shall be permitted within these easements. However, revegetation of all easements disturbed during the installation of utilities shall be required.

EASEMENTS

VII. CONSTRUCTION REGULATIONS

Careful management and control of construction activity is a critical element in the successful design and development of the Ranch Community. Architecture and site design are only the first steps in successfully integrating a home onto a site. Equally, if not more important, are the methods used to construct the project. The most sensitively planned project can quickly become a disaster if care is not taken to manage the construction process.

There are two significant reasons for regulating construction. The first is to protect the site and adjacent sites from potential damage by construction equipment and activity. The second reason is to protect the Ranch Community property owners. There will always be a certain level of disturbance from construction, but if all owners comply with the same stringent standards, the impact on neighbors can be greatly minimized.

Regulations and programs to manage construction in the Ranch Community include the following:

A Construction Management Plan shall be submitted during Preliminary Review and finalized prior to the submittal of final Construction plans. The plan shall consist of narrative and graphic material (plans drawn at the same scale as the project site plan) in sufficient detail to address the following considerations.

CONSTRUCTION MANAGEMENT PLAN

Limits of Construction

The physical limits of all construction and all construction-related activity shall be indicated on the Construction Management Plan. Prior to initiating construction, grading or any modifications to the site, the limits of construction shall be delineated on site. All construction activity, storage of all construction materials, temporary



construction trailer and sanitary facilities, vehicle parking, dumpsters and any other construction equipment or facilities shall be located within the limits of the Construction area.

Protection of Existing Vegetation

Methods for protecting existing vegetation, particularly vegetation with the Limits of Construction Management Plan. All protective measures shall be implemented prior to initiating construction.

Temporary Sanitary Facilities

Job sites must be equipped with sanitary facilities.

Project Construction Schedule and Phasing

A construction schedule indicating the estimated start and completion date of all major phases of construction shall be submitted.

Maintenance of the Job Site

Job sites shall be cleaned up to remove construction material and debris at all times. Including any material or debris blown from the job site by wind onto any Ranch Community or neighboring property. Any debris that cannot be temporarily stored in dumpsters shall be removed from the site.

Excavation Material

All excavation material not used for backfill or final grading shall be removed from the construction site and the development within one month after excavation.

Dust and Noise Control

Reasonable noise and dust level shall be maintained at all times. When necessary, mitigating measures may be required by the DRC to reduce noise or dust levels. Approval from the DRC shall be required prior to any blasting in the Ranch Community.



20406632 7/28/2004 12:00:00 PM June Madrid
27 of 27 DGL R \$136.00 D \$0.00 Archuleta County, CO

Hours of Construction

Hours of construction shall be limited to 7:00 a.m. through 7:00 p.m. Monday through Saturday. Sunday construction may be permitted with approval from the DRC.

A Construction Clean-up Deposit of \$1,000 shall be required prior to beginning new construction or site preparation in the Ranch Community. The deposit shall be paid directly by the General Contractor. The deposit shall be made payable to the Ranch Community Property Owners Association and shall be used as security to ensure the contractor and their sub-contractors comply with the approved Construction Management Plan and the performance standards. In addition to this deposit, the Declaration of Covenants, Conditions, Restrictions and Easements for the Ranch Community includes other conditions under which liens may be placed on a property to ensure compliance with these regulations.

CONSTRUCTION CLEAN-UP DEPOSIT

Members of the DRC may conduct inspections of the job site throughout the construction process. The purpose of these inspections is to ensure that all site work and construction are consistent with approved plans. The DRC has the authority to access a job site at any point during construction. In the event that the project is not in compliance with approved plans, the DRC will work with the owner, their design team and contractors to resolve any discrepancies. In the case of severe deviations from approved plans, the DRC may issue a "Stop Work Order", at which time all construction activity on the site is to be suspended. Construction may resume only after all discrepancies have been resolved with the DRC.

DRC INSPECTIONS

In addition to periodic inspections by the DRC, owners are responsible for obtaining all required building permits from the Archuleta County Building Department. They will also conduct inspections during construction. The owner and their contractor are responsible for requesting all required inspections from the Archuleta County Building Department.