

**AMENDED, RESTATED, AND CONSOLIDATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LOMA LINDA SUBDIVISION
UNITS ONE THROUGH FIVE**

THIS AMENDED, RESTATED, AND CONSOLIDATED DECLARATION is made effective upon recording.

RECITALS

A. Declarant, Loma Linda, LTD., a California Limited Partnership created the Loma Linda Subdivision community, which is comprised of real property located in Loma Linda Subdivision Units One through Five, by recording the following:

(1) Amended and Restated Declaration of Covenants, Conditions and Restrictions of Loma Linda Subdivision Unit One in the real property records of Archuleta County, Colorado on October 13, 1988, at Reception No. 0158831 (“Unit One Declaration”);

(2) Amended and Restated Declaration of Covenants, Conditions and Restrictions of Loma Linda Subdivision Unit Two in the real property records of Archuleta County, Colorado on October 13, 1988, at Reception No. 0158832 (“Unit Two Declaration”);

(3) Amended and Restated Declaration of Covenants, Conditions and Restrictions of Loma Linda Subdivision Unit Three in the real property records of Archuleta County, Colorado on October 13, 1988 at Reception No. 0158833 (“Unit Three Declaration”);

(4) Declaration of Covenants, Conditions and Restrictions of Loma Linda Subdivision Unit Four in the real property records of Archuleta County, Colorado on December 27, 1983 at Reception No. 120653 (“Unit Four Declaration”); and,

(5) Amended and Restated Declaration of Covenants, Conditions and Restrictions of Loma Linda Subdivision Unit 5 recorded with the real property records of Archuleta County, Colorado on June 25, 1987 at Reception No. 0148564 (“Unit Five Declaration”),

all as amended and supplemented by documents of record, if any (collectively referred to as the “Original Declarations”);

B. The Owners and the Association desire to amend and restate all provisions of the Original Declarations, as amended and supplemented, by virtue of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions for Loma Linda Subdivision Homeowners Association (“Declaration”), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration.

C. Article XI, Section 3 of the Original Declarations provides for and allows for this Amended, Restated and Consolidated Declaration, by an instrument in writing signed by not less than fifty-one percent (51%) of the Lot Owners in each of the individual Units;

D. All Owners are aware of the provisions of the Original Declarations allowing for amendment, by virtue of the record notice of the Original Declarations, by acts and disclosures, newsletters or notices of the Association and by other means;

E. The purposes of the amendments in this Declaration are to consolidate the Original Declarations, so that they are identical to the Unit Four Declaration, and to update any provisions that do not comply with current law; and

F. At least 51% of the Owners within each of the individual Loma Linda Subdivision Units (Units One through Five) have approved in writing this Declaration.

NOW THEREFORE, the Original Declarations are amended, restated and consolidated as follows:

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Loma Linda Subdivision Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property located within the entire Loma Linda Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as more particularly described in Exhibit A.

Section 4. "Common Area" shall mean and refer to those areas on the recorded plat designated as common areas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Loma Linda, Ltd., a California Limited Partnership, its successors and assigns.

Section 7. "Architectural Control Committee" shall mean and refer to the committee appointed by the Declarant or the Board of Directors of the Homeowners Association which shall review plans for buildings or other structures within the properties and which shall have the

authority to enforce the use restrictions as set forth herein and as further set forth in the By-Laws of the Association.

ARTICLE II GRANTEE'S ACCEPTANCE

The Grantee of any Lot subject to the coverage of this declaration, by acceptance of the deed conveying title thereto, for the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assign covenants, consent and agree to and with the Declarant and the Association to keep, observe, comply with and perform said restrictions and agreements.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, guests or contract purchasers of the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Voting members shall be all the Lot Owners, including Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Declarant or the Association pursuant to the terms and conditions contained herein the following: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Declarant or the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, water system, roads, and of the home situated upon the Properties as maintenance of said homes may be required pursuant to Article VII herein.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the common areas from the Declarant to the Association, the Association may assess a maximum annual assessment which shall be Two Hundred (\$200.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the common areas to the Association, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of two-thirds (2/3) of a quorum of the membership at a meeting duly called for this purpose. The Board of Directors of the Association shall have the authority to raise the maximum annual assessment each year up to 10% above the maximum assessment for the previous year by a majority vote of the members of the Board of Directors. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special

assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or the road system, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of a quorum of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be mailed or personally delivered to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. In addition, notice of such meeting shall be physically posted in a conspicuous place if feasible and practicable at least 24 hours prior to the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or any portion thereof to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether, the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty 30 days after the due date shall bear interest at the rate established by the Board of Directors, on a per annum basis from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee, hereinafter referred to as the "Architectural Control Committee," composed of three (3) or more representatives who shall be appointed by Declarant until such time as the Association has been formed, at which time the Board of Directors shall appoint the members of the committee pursuant to the By-Laws of the Association.

In the event that the Architectural Control Committee disapproves any plans and specifications, or any portion thereof, submitted to it, by any Lot Owner, said Lot Owner shall have the right to appeal the decision of the Architectural Control Committee to the Board of Directors of the Association. Said Lot Owners shall have thirty (30) days from receipt of the written disapproval of the Architectural Control Committee to bring his appeal to the Board of Directors of the Association. Within thirty (30) days of the filing of the appeal by the Lot Owner, the Board of Directors shall make a decision in writing, either affirming or disaffirming the decision of the Architectural Control Committee. The action of the Board of Directors shall be final and binding upon the Architectural Control Committee and the Lot Owner.

ARTICLE VII EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot premises and the exterior of the building and any other improvements erected thereon. The cost of such Lot maintenance or exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII WATER SYSTEM AND SEPTIC SYSTEM

Section 1. Water System. Water for domestic purposes shall be supplied by the Archuleta Water Company, or its successor(s) in interest. Prior to transfer of ownership of the main interior water lines in the subdivision to the Archuleta Water Company, the developer of the subdivision

shall be responsible for the maintenance and operation of said main water lines. The water will be metered to each lot in the subdivision. Water tap and usage fees shall be payable by each lot owner only at such time as he connects to the main water line, and such fees will be payable as they may be established from time to time by the Archuleta Water Company, or its successor(s) in interest. Until such time as each lot owner connects to the main water line, a water availability fee of Forty-Eight (\$48) Dollars per year per lot shall be payable by each lot owner commencing upon completion of the connection between Archuleta Water Company's main water line and the Loma Linda main interior water lines. No wells will be permitted on any lot where central water is available, and any other private well shall require approval of the Loma Linda Homeowner's Association.

Section 2. Septic Systems. Each Lot Owner shall be responsible for installing, operating and maintaining his own septic system to serve the household located on said Lot. All septic systems installed on the Lots shall comply with all requirements of the Health Department of the State of Colorado and other governmental agencies having jurisdiction thereof.

ARTICLE IX USE RESTRICTIONS

Section 1. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Animals. All domestic animals including horses, mules, cows, dogs and cats, shall be permitted provided that the number of grazing animals shall be limited to two per Lot and all other domestic animals shall be limited to a reasonable number which number is to be determined at the discretion of the Architectural Control Committee. All animals must be fenced, and properly cared for, and each Lot kept clean from animal refuse. In no event, shall any homeowner permit his animals to become a nuisance for other Lot Owners, and no dogs shall be allowed to run at large within The Loma Linda Subdivision. Stallions shall be permitted only upon the approval of the Architectural Control Committee which approval shall be based upon reasonable standards of safety and welfare to the entire development.

Section 3. Building Restrictions.

(a) Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot unless the plans and specifications for said dwelling and its location have been approved by the Architectural Control Committee based upon standards which shall be promulgated and adopted by the Architectural Control Committee and disseminated to all Lot Owners within the subdivision, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost of Forty (\$40.00) Dollars per square foot net livable area together with hard costs for the minimum following

permitted dwelling sizes: a) 1200 square feet of living space for a one story dwelling; b) 700 square feet of living space per story for dwellings which exceed one story.

(b) Building Location.

(i) No residential dwelling shall be located closer than fifty (50) feet from any parcel boundary line, and no residential dwelling shall be located closer than fifty (50) feet to any other residential dwelling, unless variance by the Architectural Control Committee is obtained.

(ii) No structure of any kind for the housing of animals or fowl shall be located closer than fifty (50) feet from any parcel boundary line; no structure of any kind for the housing of animals or fowl shall be located closer than twenty-five (25) feet to any residential dwelling, even though a residential dwelling shall be located upon the same parcel and under the same ownership as the structure for the housing of animals or fowl.

(iii) The number of structures located on any Lot shall be limited to one residential dwelling and a maximum of two non-residential dwelling buildings which are not attached to the residential dwelling.

Section 4. Resubdivision. There shall be no resubdivision of any Lot for a period of ten (10) years; and then only with the approval of the Board of Directors of the Association, and any such subdivision must be in accord with State and local subdivision regulations.

Section 5. Mobile Homes.

(a) No mobile homes or other temporary structure shall be permitted as a permanent dwelling. A Lot Owner may place a motor home or travel trailer upon his lot during the construction of his single family dwelling, but in no event shall said motor home or travel trailer be upon the lot longer than eighteen (18) months unless approval of the Architectural Control Committee shall be obtained, which approval shall not be unreasonably withheld.

(b) Notwithstanding the prohibitions contained in Section 5(a) above, the Owner of any Lot and his immediate family, may camp on such Lot for not more than four weeks in each calendar year, provided, however, that any motor home, travel trailer, tent or other such camping equipment shall not be allowed to remain on any vacant Lot for more than four weeks in each calendar year. The Owner of each Lot on which camping occurs shall comply with all provisions of these Declarations and with all applicable local and state health regulations regarding waste removal or disposal.

Section 6. Ground Cover. Each Lot Owner shall be required to maintain a reasonable and visually pleasing ground cover upon his Lot. Each Lot shall be kept free of weeds and other noxious growth, and in no event shall a Lot be permitted to become barren of ground cover. The Association reserves the right to enforce this provision pursuant to Article VII on exterior maintenance.

Section 7. Maintenance of Rural Atmosphere. Each homeowner to the best of his ability shall maintain the rural atmosphere of Loma Linda Subdivision by refraining from undue noise, by keeping his Lot well landscaped, clean and orderly, and by using his Lot for residential and domestic livestock purposes only.

Section 8. Motorcycles and Snowmobiles. Motorcycles, snowmobiles and other off road vehicles shall be restricted to use on each Owner's individual private Lot or on the roadways of the subdivision, but shall not be permitted upon other Common Areas. Said vehicles shall also be used in such reasonable times and in such reasonable manners as to limit interference with the peace and tranquility of other Lot Owners within the subdivision.

Section 9. Hunting and Discharge of Firearms. Hunting of any kind is strictly prohibited within Loma Linda Subdivision. No discharge of a firearm as defined by the State of Colorado [*“Firearm” means any handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges*] shall be permitted within said Loma Linda Subdivision except as listed below:

This provision shall not be construed:

(a) to restrict or otherwise affect any person's right to bear arms or his right to the defense of his person, his family, or his property. Also excepted shall be the discharged of a firearm by a duly authorized law enforcement officer.

(b) to restrict or otherwise affect any eligible person's right to discharge a firearm outside Loma Linda Subdivision within those designated areas in accordance with those area's rules and regulations.

Any exception to these rules can be discussed with the Board at the time of need.

Section 10. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

With the objective of maintaining and enhancing the appearance and orderliness of the real property in Loma Linda, the following shall apply:

In the case where any property within Loma Linda is used as a dumping ground or in any way violates the specifications set out as above, the Declarant hereby reserves for itself, its successors, and assigns, the exclusive right to operate or from time to time grant an exclusive license to a third party to operate a commercial trash hauling service within the real property for the purpose of removing garbage, trash, and other like household refuse improperly stored. Such refuse collection and removal service, if provided, shall be provided not less often than once a week on a day or days designated by the Declarant or its successor or assigns. The charge to be made for such refuse collection-removal shall be at a reasonable rate and shall be assessable to the Owners of the property holding the refuse in violation of the specifications set out above by the Declarant, the Association, or the private refuse hauling company.

Section 11. Noxious Activities. No noxious, offensive or illegal activities shall be carried on any parcel, nor shall anything be done on any parcel that shall become an unreasonable annoyance or nuisance to the neighborhood.

Section 12. Commercial Vehicles. No commercial type truck shall be parked in storage overnight, or longer, on any Lot in such a manner as to be visible to the occupants of other parcels, unless prior written approval of the Architectural Control Committee for the Declarant has been obtained.

Section 13. Residential Use Only. All Lots within Loma Linda Subdivision shall be used for residential use only. Under certain circumstances certain commercial activities may be permitted, provided said commercial use has been approved for use in writing by the Declarant or the Board of Directors of the Association or their designated representative committee.

Section 14. Signs and Billboards. No signs, billboards or advertising structures of any kind shall be permitted within the subdivision, except upon application and written approval of the Architectural Control Committee. Political signs, as defined under Colorado law, are excluded from this restriction, but still subject to reasonable rules and regulations as may be adopted by the Board as to size, number and placement.

Section 15. Junk Motor Vehicles. No stripped down, partially wrecked or junked motor vehicles or sizeable parts thereof shall be permitted to be parked on any street or any common area or on any Lot.

Section 16. Fuel Storage Tanks. Every tank for the storage of fuel installed outside of any building shall be either buried below the surface of the ground or screened to the satisfaction of the Architectural Control Committee by fencing or shrubbery.

Section 17. Model Homes. No Owner of any Lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit without the prior written permission of the Architectural Control Committee.

Section 18. Construction of Improvements. Once construction of improvements has begun on any Lot, said improvements must be substantially completed in accordance with the plans and specifications, as approved, within twelve (12) months from the date of commencement.

Section 19. Improvement Material. All structures constructed or placed on any parcels shall be constructed with a majority of new material and no used structure shall be relocated or placed on any such parcel.

Section 20. Residence Occupancy. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and until an occupancy permit has been issued by the proper authorities in Archuleta County.

Section 21. Change in Ground Level. No change in ground level may be made of any parcel in excess of three (3) feet from existing grades without the written approval of the Architectural Control Committee obtained prior to the commencement of the work.

Section 22. Perimeter Fences. All perimeter fences established by the Declarant around the subdivision shall be maintained by the Declarant until turned over to the Association at which time they will become the responsibility of the Association.

Section 23. Dwelling Destruction. Any dwelling or outbuilding on any parcel which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the parcel restored to a condition acceptable to the Architectural Control Committee with reasonable promptness, provided however, that in no event shall such debris remain longer than sixty (60) days unless specifically extended by the Architectural Control Committee.

Section 24. Removal of Trees. No tree with a diameter of three (3) inches or greater shall be removed from any Lot without the prior written permission of the Architectural Control Committee.

Section 25. Outside Burning. Any and all outside burning in Loma Linda shall be accomplished in the following manner:

(a) All open burning within Loma Linda shall comply with Open Burning Restrictions and Current Uniform Fire Code Sections of the Pagosa Fire Protection District pertaining to open burning. The person responsible for the burn must have an Open Burning Permit in his/her possession. Prior to the commencement of burning, the person responsible shall notify County Dispatch.

(b) The Burn Permit Holder must also comply with all of the following Loma Linda Burn Restrictions:

1. The fire area must be no larger than 4X4X4 feet.
2. Area around the burn site should be wet prior to the burn.
3. Open burning shall not be conducted within 50 feet of any structure or combustible materials or the property line of any other or the National Forest.
4. A water hose with adequate water pressure or a water pumper truck shall be at the burn site.
5. NO trash, garbage, household refuse, or treated or toxic material may be burned.
6. NO construction waste of any kind may be burned.
7. ONLY natural material such as brush, tree limbs, tree parts, leaves, grass, etc., may be burned.
8. An adult who is responsible for the burn permit must constantly attend the burn area.
9. The fire must be extinguished before dark. Absolutely no burning after dark.
10. The burn should be accomplished during low wind conditions.
11. A reasonable effort should be made to notify adjacent homeowners of the intended time of the burn.

(c) The owner of the property has the final/ultimate responsibility for the burn, regardless of whether he/she has delegated or hired the burn to be done.

ARTICLE X DEED CLAUSE

The fee title to any Lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool, or any other common property which has not been dedicated or accepted by the public, and the fee title to any Lot shown on the recorded plat of The Loma Linda Subdivision as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor (Declarant) to be conveyed to the Association for the common enjoyment of all the residents in The Loma Linda Subdivision.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. Any provision, covenant, condition, or restriction contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, and restrictions may be added, at any time and from time to time upon approval or written consent of at least fifty-one percent (51%) of the Lots Owners in the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Archuleta County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties by the Declarant.

Section 5. Responsibility for Maintenance and Upkeep of Common Areas. Responsibility for the improvement, operation, and maintenance of the common area shall be the Declarant's and Declarant shall have the authority to assess Lot Owners for the cost of the maintenance and upkeep operation and improvement of the common area, until such time as Declarant, in its sole discretion, shall deed to the Association all of the common areas or any portion thereof;

provided, however, that Declarant may not deed the common areas or any portion thereof to the Association until such time as two-thirds (2/3) of all platted Lots within The Loma Linda Subdivision have been sold or are under contract for sale. The Association shall be required to accept said conveyance of the common areas or any portion thereof from Declarant provided that the areas conveyed are free and clear of any and all financial encumbrances. Upon conveyance of the common area or any portion thereof to the Association, the Association shall assume responsibility for the improvement, maintenance and upkeep of common areas so deeded, and may exercise all powers of assessment granted herein for the purpose of fulfilling these responsibilities. Any portion of the common areas retained by Declarant shall remain the sole responsibility of Declarant.

The undersigned, being the president and the Secretary of the Loma Linda Subdivision Homeowners Association, hereby certify that the Association has obtained written approval of this Declaration from at least 51% of the Lot Owners subject to the Unit One Declaration, 51% of the Lot Owners subject to the Unit Two Declaration, 51% of the Lot Owners subject to the Unit Three Declaration, 51% of the Lot Owners subject to the Unit Four Declaration, 51% of the Lot Owners subject to the Unit Five Declaration. Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

**LOMA LINDA SUBDIVISION
HOMEOWNERS ASSOCIATION,**
a Colorado nonprofit corporation,

By: (signed by James M. Lesch) _____
President

ATTEST:
(signed by Terence J. Jackson)
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Archuleta)

The foregoing Declaration was acknowledged before me by James Michael Lesch, as President and by Terence J. Jackson, as Secretary, of Loma Linda Subdivision Homeowners Association, a Colorado nonprofit corporation, on this 16th day of May, 2008.

(signed by Cheree Henderson)
Notary Public

My commission expires: 10-9-2011

EXHIBIT A

PROPERTY

Loma Linda Subdivision Units One through Five, according to the plats thereof recorded in the records of the Clerk and Recorder, Archuleta County, Colorado.

AFTER RECORDING, RETURN TO:

Jim Lesch

185 Eight Mile Loop

Pagosa Springs, CO 81147

Notes:

The original document with 13 pages was produced from this electronic version and was recorded at the office of the Archuleta County Clerk and Recorder, June Madrid, on 5/16/08 at 10:05 AM under reception # 20803711. This copy was produced from the original on 6/28/15.