

**FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPRINGRIDGE RESERVE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SPRINGRIDGE RESERVE SUBDIVISION is
made and entered into this 28th day of August 2022

RECITALS

WHEREAS, Springridge at Glenwood Springs Development Corporation did record that certain Declaration of Covenants, Conditions and Restrictions for Springridge Reserve Subdivision on August 26, 2005 at Reception No. 681076 in the Real Property Records of Garfield County, Colorado (the "Original Declaration"); and

WHEREAS, The Owners and the Association desire to amend and restate all provisions of the Original Declaration, as amended and supplemented, by virtue of this Amended and Restated Declaration of Springridge Reserve Subdivision ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto be superseded and replaced by this Declaration;

WHEREAS, Declarant deems it desirable to set aside a portion of the property as common areas for the use of the owners of such property and to establish a Colorado nonprofit corporation known as the SPRINGRIDGE RESERVE HOMEOWNERS ASSOCIATION which shall be responsible for the management and maintenance of the development referred to herein; and

WHEREAS, the final plats for Phase 2, Phase 3 and Phase 4, Springridge Reserve Subdivision are recorded, Declarant did submit such additional property to these covenants, conditions and restrictions.

WHEREAS, the Original Declaration may be amended as follows:

Once ninety-nine percent (99%) of the Lots are sold, these Covenants may be amended by a vote of seventy-five percent (75%) of the votes entitled to be cast by the members of the Association. Until then, the Covenants may be amended by a vote of fifty-one percent (51%) of the votes entitled to be cast. The votes must be cast at a meeting of the members duly held, provided a properly certified copy of the resolution of amendment be placed on record in Garfield County, Colorado, no more than six (6) months after said meeting. Every amendment to these Covenants must be recorded in the office of the Garfield County Clerk and Recorder and shall be effective only upon recording.

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

WHEREAS, the amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

WHEREAS, the purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

NOW, THEREFORE, the Original Declaration is hereby amended as follows:

ARTICLE I
GENERAL PURPOSE OF COVENANTS,
SUBMISSION, DEFINED TERMS, DESCRIPTION

1. Purpose. This Declaration of Covenants, Conditions and Restrictions (hereinafter "Covenants") shall govern and be applicable to that certain real property located within Garfield County, Colorado, known as the Springridge Reserve Subdivision (hereinafter "Subdivision"). It is the intention of the Association that the lands within the Subdivision be maintained as a highly desirable scenic residential area with extensive open space, wildlife corridors and recreation trails. It is the purpose of these Covenants to preserve the present natural beauty and character of the property along with the views and setting of the Subdivision to the greatest extent reasonably possible, and the lots therein shall always be protected as much as possible with respect to uses, structures, landscaping, and general development as permitted by this instrument.

2. Property Submission. Phases 1 – 4 of Springridge Reserve Subdivision as more particularly described on the Final Plats thereof recorded as Reception No. 681074, 6986581, 730251, and 746495 all in the office of the Garfield County Clerk and Recorder, which Final Plats are incorporated herein by reference, together with all easements, rights-of-way, and appurtenances thereto and any buildings, fixtures, and improvements thereon (hereinafter "Property") pursuant to the provisions of the Colorado Common Interest Ownership Act, which is set forth at C.R.S. §38-33.3-101 *et seq.* (hereinafter "Act") and these Covenants. In the event the Act is repealed, the provisions of the Act on the effective date of these Covenants shall remain applicable hereto. The Property shall be held, leased, mortgaged, sold, and conveyed subject to the following terms, easements, reservations, restrictions, covenants, and conditions. These Covenants shall run with the land and shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, devisees, legal representatives, successors, and assigns and shall inure to the benefit of each and every Owner.

3. Defined Terms. Each capitalized term not otherwise defined in these Covenants shall have the meaning specified or used in the Act.

4. Name of Common Interest Community. The name of the Common Interest Community is “Springridge Reserve.”
5. Type of Common Interest Community. The type of Common Interest Community is a planned community.
6. Association Name. The name of the Association is the “Springridge Reserve Homeowners Association,” a Colorado nonprofit corporation (hereinafter “Association”).
7. Property Location. The Property constituting the Common Interest Community is located within the County of Garfield, State of Colorado.
8. Property Description. The Property consists of 81 residential lots (hereinafter “Lot” or “Lots”) and Common Areas, some of which are subject to the AVLT Conservation Easements (defined below).

ARTICLE II **DEFINITIONS**

1. “AVLT Conservation Easements” shall mean those easements conveyed by deeds recorded in the records of the Garfield County Clerk and Recorder as Reception Nos. 636012, 636013, 636014, 636015, and 636016, which are incorporated herein by this reference.
2. “Common Area” means all real property (including the improvements thereto) owned or maintained by the Association for the common use and enjoyment of all the Owners. Common Area shall be owned and maintained by the Association.
3. “Common Elements” means the outdoor lighting of the Common Area, landscaping on common areas and such other improvements as the Association may cause or accept. Common Elements shall be owned and maintained by the Association. Any references to “common elements” appearing on the Final Plat shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the common elements in any way.
4. “Lot” is a Unit in the Subdivision, as that term is defined by the Act.
5. “Lot Owner” means and refers to the record owner, whether one or more persons or entities, of any Lot in the Subdivision.
6. Reserved “Intentionally deleted.”
7. “Mobile Home” means a HUD-standard [Federal Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401, et seq.) which became effective June 15, 1976] approved structure without a permanent foundation, designed to be transported after fabrication and equal to or exceeding fourteen (14) ft. in width and 700 square ft. in area, excluding towing gear and bumpers. Such a structure is suitable for human habitation on a year-

round basis when equipped with required plumbing, heating and electrical facilities. Mobile homes have integral chassis or permanent hitches to allow future movement. The term "mobile home" shall not include "travel trailers," "campers," "camper buses," "buses" or "motor homes."

8. "Mortgage" means any mortgage or deed of trust or other conveyance of a Lot, or any interest therein, including but not limited to the improvements thereon, to secure the performance of an obligation, which Lot will be reconveyed upon completion of such performance.

9. Reserved.

ARTICLE III **OWNERS - HOMEOWNERS ASSOCIATION**

1. Formation and Membership. The Association shall be a nonprofit Colorado corporation charged with the duties and vested with the powers prescribed by law and as set forth in its Articles of Incorporation, Bylaws and this Declaration of Covenants, Conditions and Restrictions. Neither the Articles nor Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with these Covenants. This Association shall be a membership association without certificates or shares of stock. All Owners who own or acquire the title in fee to any of the Lots in the Subdivision by whatever means acquired shall automatically become members of Association. Membership in the Association shall automatically terminate when an Owner of one of the Lots ceases to be an Owner of such Lot.

Each Lot within the Subdivision shall be entitled to one (1) vote.

2. Executive Board and Officers. The affairs of the Association shall be governed by an Executive Board consisting of at least three (3) and no more than seven (7) members elected by the Owners. The initial Board shall be comprised of three (3) members. The Executive Board may elect or appoint officers in accordance with its Articles and Bylaws as the same may be amended from time to time. The Executive Board may also appoint various committees, hire employees as may be required, and enter into a contract with a management company for a term not to exceed fifteen years. The Board shall determine the compensation to be paid to any employee of the Association.

3. Purpose. The Association, through its Executive Board, shall be authorized and empowered to take each and every step necessary or convenient for the implementation and enforcement of the Covenants contained in this Declaration. The Association shall have the right and responsibility to maintain, preserve, repair, insure, and otherwise protect and promote the interests of the Owners with respect to all common properties and interests of the Owners and the Association. The Association shall be governed by its Articles of Incorporation and Bylaws as may be amended from time to time.

4. Common Elements. The Association shall own, operate, and maintain all Common Elements within the Subdivision. Common Elements include, among other things, the potable water system, the raw water irrigation system, if any, the internal trail system, the Open Space and Park areas as shown on the Final Plat, sewage lines and lift stations located within and outside of the Subdivision until such time as Garfield County, the City of Glenwood Springs, or other regional sewer service provider requests said lines be dedicated to it, any sidewalks within the Subdivision, and any landscaping undertaken by Declarant or the Association in accordance with the provisions hereof.

5. Reserved.

6. Limited Liability and Indemnification. To the fullest extent permitted by law, neither the Association nor its past, present or future officers, directors, nor any employee, agent or committee member of the Association, nor the Declarant shall be liable to any Owner or to any other person for any damage, act, omission to act, simple negligence or other matter of any kind or nature, except gross negligence. Without limit to the foregoing, the Association, the Board and the Declarant shall not be liable to any party for any action or for any failure to act, in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify the Association, the Board and the Declarant against all loss resulting from such action or failure to act, including expenses, liabilities and attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved. The foregoing limitations of liability shall extend to the officers, agents, legal representatives and owners of Declarant.

7. Notice to Owners. Notice to an Owner of matters affecting the Subdivision by the Association or by another Owner shall be sufficiently given if such notice is in writing and is delivered personally, by courier, or private service delivery or on the third business day after deposit in the U.S. Mail at the address of record for real property tax assessment notices with respect to that Owner's Lot.

ARTICLE IV **EASEMENTS AND LICENSES**

1. Lot Owners' Easements. Every Owner shall have a right of enjoyment and easement for access to their Lot through or over the Common Elements, and such easement 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 promulgate and publish rules and regulations with which each Owner and their guests shall strictly comply.

b. The right of the Association to suspend the voting rights and rights to use the Common Elements by any Owner for any period during which any assessment against their Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its rules and regulations.

c. The right of the Association to grant easements, leases, licenses, and concessions through or over the Common Elements.

d. The right of the Association to convey or subject a Common Element to a Security Interest in accordance with and to the extent permitted by the Act.

e. The right of the Association to close or limit the use of the Common Elements from time to time due to wildlife concerns or while maintaining, repairing, or replacing such Common Elements.

f. Any Owner may delegate their right of enjoyment to the Common Elements and facilities to the members of their family, their tenants, or guests who reside on or rent their Lot.

g. The restrictions on the Common Elements imposed by the AVLT Conservation Easements.

h. The Association's utility easement located ten (10) feet from any lot line.

i. The terms and conditions of these Covenants.

2. Easements Shown on Final Plat. The Association is entitled to use such easements as are reflected on the Final Plat for the Subdivision, including without limitation, all easements designated for the use of public utilities. Except by agreement with a property Owner, the Association shall have no obligation to pay any amount for the use and enjoyment of such easement. The Association shall pay for the cost of maintaining and repairing any improvements on which it places on any easements.

3. Easements for Access and Repairs. The Association shall be entitled to an easement across any of the Lots within the Subdivision for the purposes of accessing any of the Association's property, protecting any Association property, or for necessary repairs or emergency circumstances. The Association may access all Lots within the Subdivision at reasonable times to determine compliance with the conditions of approvals of the Subdivision granted by the County of Garfield and to determine and enforce compliance with all of the provisions of these Covenants.

4. AVLT Conservation Easements. Pursuant to the AVLT Conservation Easements, AVLT is entitled to enter upon the portions of the Property encumbered by the AVLT Conservation Easements at reasonable times and with adequate notice to inspect such property and monitor the Declarant's compliance with the Conservation Easements.

ARTICLE V
USE RESTRICTIONS

1. General Restriction. No more than one (1) detached single-family dwelling, together with permitted structures appurtenant thereto, shall be constructed on any Lot. All construction within a Lot must take place within the building envelope for that Lot as depicted on the Final Plat. Duplexes and multi-family structures in the Subdivision are strictly prohibited. Construction of detached garages and other customary non-residential accessory buildings is permitted pursuant to the conditions set forth in Article VI, paragraph 2 below. All construction shall be built on site using new construction materials. Modular homes, storage container homes or other homes constructed off site and assembled on a Lot are not permitted. Accessory Dwelling Units, meaning a stand-alone structure capable of housing persons independent of the main dwelling are prohibited.

2. Limited Business Activities. Subject to all applicable governmental and zoning regulations, and in addition to residential purposes, in-home business activities or occupations not involving the provision of on-site services for customers or use of employees on site (other than Owners) shall be allowed, provided such activities; (i) are conducted solely within the Lot, (ii) do not materially increase motor vehicle traffic on the Property, (iii) do not create any external indication of an in home business, and (iv) do not generate any noise, smoke, dust, odors, heat or other emanations that are noxious or otherwise offensive to the senses. Notwithstanding the foregoing, business activities associated with the sale of Lots shall be allowed, including without limitation the inclusion of a sales office in the model home if built by Declarant.

3. Mobile Homes. No mobile homes shall be constructed or placed within the Subdivision. This prohibition shall not apply to construction trailers which shall be permitted for twelve (12) months from the date of commencement of construction, or until the issuance of a certificate of occupancy, whichever first occurs; provided, however, construction trailers may only be used for construction, office, and storage purposes and shall not be occupied as a residence for any period of time. All other trailer homes or temporary structures of any kind shall be prohibited.

4. Wildfire Mitigation Plan. All Lots shall comply with the Wildfire Hazard Assessment and Mitigation Plan adopted by the Board of Directors.

5. Leasing/Rentals: Leasing. Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to the restrictions of this Declaration, subject to restrictions of record and subject to the following:

a. "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.

b. Except as provided herein, short term occupancies and rentals of less than six months of Lots, including, but not limited to, Airbnb, VRBO, and HomeAway, shall be prohibited. Owners may rent a portion of the Lot on a short-term basis so long as the Owner simultaneously occupies a portion of the Lot as the short-term occupant.

c. All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

d. The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

6. No Further Subdivision. No Lot described on the recorded Final Plat of the Subdivision shall ever be further subdivided into smaller Lots or conveyed or encumbered in less than the full dimensions as shown on the recorded Final Plat; provided, however, conveyances or dedications of easements for utilities if approved by the ACC may be made for less than all of one (1) Lot. Notwithstanding the foregoing, a Lot line adjustment between two (2) Lots in the Subdivision shall be deemed a permitted subdivision, subject, however, to any reviews or approvals that may be required by Garfield County and to the prior approval of the ACC.

7. Water. Existing and proposed domestic wells owned by the Declarant and/or the Springridge Reserve Homeowners Association will provide potable water from a common distribution system to all residences constructed within the Subdivision. The Association shall operate, repair and maintain the water system. Lot Owners shall have external read-out water meters on all dwelling units as a condition of final certificate of occupancy. Each Lot Owner's water usage shall be limited to 18,000 gallons per month and shall be metered and strictly enforced. The 18,000 gallons per month limitation shall be subject to review at a time when sufficient data concerning well response and drought conditions is available. Any violations or uses in excess of the 18,000 per month limitation shall be billed to the Owner violating the use restrictions.

8. Sewer. Sanitary sewer service shall be provided via lines and facilities owned by the Association and connected to the public sewer system serving the City of Glenwood Springs. The Association may enter into long-term contracts with a private company or person to operate and maintain the sewer facilities owned by the Association upon terms and conditions to be determined by the Executive Board at the time any such contract is executed. Declarant reserves to itself all rights to cost recovery, including without limitation all rights to proceeds from tap fee surcharges, relating to the extension of sewer service past the Four Mile Ranch subdivision as agreed to in the Pre-Annexation Agreement with the City of Glenwood Springs, as amended, regarding the provision of City sewer service to the Property. Lot Owners shall be responsible for payment of sewer service charges to the City of Glenwood Springs in addition to the Association's sewer-related costs, which costs of the Association shall be included in regular dues and/or assessments, as necessary.

9. Site Specific Geotechnical Evaluations. All Springridge Reserve Lots shall require site specific geotechnical studies before a building permit will be issued.

10. Irrigation. Subject to the 18,000 gallon per month/Lot restriction, the Association shall provide water to irrigate Open Space and Park areas and no more than 3,500 square feet of each Lot. The Association shall be responsible for the provision of on-going flood irrigation of open spaces areas B and C as shown on the Final Plat.

11. Underground Utility Lines. With respect to the new construction or extension of any utilities, all water, sewer, gas, electrical, telephone, cable television, and other utility pipes or lines within the limits of the Subdivision shall be buried underground and not be carried on overhead poles or above the surface of the ground. Any areas of natural vegetation or terrain in the Subdivision disturbed by the burying of utility lines shall be revegetated by and at the expense of the Owner or Owners causing the installation of the utilities no later than the next growing season following installation.

12. Mining, Drilling or Quarrying. Mining, quarrying, tunneling, excavating or drilling for any substance within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall not be permitted within the limits of the Subdivision. Individual wells shall not be permitted on any Lot, and no Owner shall be permitted to drill for water on their Lot.

13. Fencing. The ACC must approve the type, height and location of all fencing prior to installation. One basis of consideration by the ACC of fencing will be how it will affect the movement of wildlife throughout the Subdivision. Chain link, barbed wire and wire strand fencing shall not be permitted, with limited exception pertaining specifically to kennels where chain link fencing may be used and to fencing designed to exclude wildlife where woven wire fencing may be used, when and in locations to be approved by the ACC. No fencing shall exceed 42" in height. Fencing that meets the limited exceptions may exceed this height only as approved by the ACC for the purpose of containing pets or to exclude wildlife.

14. Weed Maintenance. In order to keep and maintain the Lots free from noxious weeds, Lot Owners shall require their contractors to disturb the smallest area possible in the Lot when constructing residences and take precautions so that heavy machinery does not spread noxious weeds within the area. Lot Owners shall also comply with the requirements set forth in the Weed Management Plan, attached hereto as Exhibit C. In the event a Lot Owner fails to keep the Lot free from noxious weeds, the Association shall have the right, but not the obligation, to come onto the Lot and fulfill the Lot Owner's weed maintenance responsibilities at the Owner's expense, and the Lot Owner shall reimburse the Association for any such maintenance. The cost of weed maintenance may be assessed against the Owner's property if necessary.

15. Domestic Animals. Except as expressly limited herein, domestic animals shall be limited to domesticated dogs and cats.

a. Lot Owners shall be entitled to keep dogs and cats on their property pursuant to the following restrictions and limitations:

I. A reasonable number of pets may be kept on a Lot in accordance with this Declaration, the requirements of the county, and the Planned Unit Development affecting the community adopted by Garfield County.

II. Dogs shall be kept under the control of the Owner at all times and shall not be permitted to run free or to cause a nuisance in the Subdivision. No dogs shall be allowed beyond the boundaries of the Lot owned by the persons where the dog is housed unless under control by means of an adequate leash, cord or chain that is within the control of the owner or handler. Owners are advised that chasing wildlife is illegal and may result in prosecution. The Colorado Division of Wildlife may issue fines for dogs harassing and chasing wildlife.

III. When a dog is within a Lot boundary, it shall be leashed, chained, fenced or under the control of the Owner. An "electric fence" maybe insufficient to satisfy this requirement.

IV. Dogs shall not be allowed to bark continuously, which shall be defined as barking for a continuous 15-minute period.

V. All pets shall be fed indoors, and pet food containers shall not be left outside.

VI. Contractors and sub-contractors are prohibited from bringing dogs to the Subdivision during construction and development of the Property.

VII. All lot Owners shall keep animals reasonably clean, and all lots shall be free of refuse and animal waste.

VIII. Dogs and cats shall be neutered and spayed.

IX. Cats shall be kept as indoor pets and shall not be permitted to roam.

X. The Association shall assess and enforce penalties against Owners violating the restrictions as set forth in the Association's policy regarding covenant enforcement. Should any dog chase or molest deer, elk, poultry, or any domestic animals or persons, or destroy or disturb property of another, the Association shall be authorized to prohibit the property Owner or resident from continuing to maintain the offending animal on his property and require removal of the animal from the community. The Association may require aggressive dogs be removed from the Community.

b. Notwithstanding the foregoing, no animal may be kept within a Lot or residence which, in the good-faith judgment of the Executive Board, results in any an annoyance that is obnoxious to residents in the vicinity or to Lot Owners within the

Subdivision. Except as expressly limited herein, domestic animals may be further restricted pursuant to any rules and regulations which may be promulgated by the Executive Board.

16. Hunting and Wildlife Control. Although lands outside the Subdivision are frequently hunted during big game seasons, hunting is prohibited within the Subdivision. In the event mountain lions are spotted or seen in or near the Subdivision, small pets and small children should be kept inside at night and should not be left outside unattended during early morning and late evenings. Any large pets shall be kept in a kennel or enclosed area at night. Neither the Association nor the Colorado Division of Wildlife is responsible for damage that may be caused by bears, deer or elk or for the removal of bears and mountain lions just because they are spotted or seen in or near the Subdivision. Lot Owners shall take the following measures to minimize conflicts with bears and other wildlife:

- a. Containers that have been approved by the ACC shall be used for storage of all trash;
- b. Bird feeders, including hummingbird feeders, shall not be mounted on windows or on the side of houses. Seed feeders shall be hung up at least ten feet (10') from the ground with a seed catchment to discourage other wildlife foraging.
- c. Barbeque grills shall be kept in the garage or thoroughly cleaned and sanitized when not in use so as to ensure that they do not attract bears.
- d. Lot Owners are discouraged from planting plants or shrubs that produce berries, fruits or nuts.

17. Addresses, Number, and Location of Buildings. No buildings shall be placed, erected, altered, or permitted to remain outside the building envelope on any Lot. All addresses shall be posted in conspicuous locations for ease of identification.

18. Completion of Construction. Any construction activity on any Lot in the Subdivision shall be completed, fully cleaned up, and landscaped within twelve (12) months from the issuance of a building permit, unless the Lot Owner first obtains a variance from the ACC to allow for a longer period of construction upon proof of due diligence. In the event a variance is not secured and twelve (12) months from issuance of a building permit has passed, the Association may assess penalties in any amount it deems appropriate. Upon commencement of any construction on any Lot in the Subdivision, the Lot Owner shall complete said construction with reasonable diligence.

19. Enclosure of Unsightly Facilities and Equipment.

- (a) Equipment. One operable or inoperable boat, raft, motorcycle, ATV, enclosed trailer, snowmobile, motorhome, bus, camper, snow removal and garden equipment, tractor and all other similar vehicles and equipment (“Unsightly Vehicles”)

may be stored on the property outside of a garage so long as the Unsightly Vehicle is screened from view and parked within 10' of a structure constructed on a Lot. Any parking of a vehicle identified above shall be done solely on an approved surface such as gravel, crushed stone or asphalt and, must be covered with a neutral colored cover with no tarps or bungee cords and shall be screened from view using natural vegetation and landscaping.

(b) Refuse and Trash. Any refuse or trash containers, utility meters, propane tanks, fuel storage tanks, or other facilities, service area, or storage pile shall be enclosed within a structure or appropriately screened from view by planting or fencing approved by the ACC and adequate to conceal the same from neighbors, streets, and private roads. No lumber, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction and only for such reasonable periods of time as are necessary prior to the collection of or disposal thereof.

20. Noxious or Offensive Activity or Sounds. No noxious or offensive activity or sounds shall be conducted or transmitted upon any portion of the Subdivision at any time nor shall anything be done or permitted which may be or become a nuisance to other property or to the Owners thereof by sight or sound. Nuisances may be further described in rules and regulations adopted by the Board of Directors or the Association may include

21. Common Areas and Open Space. All common areas and open space within the Subdivision shall be restricted to those uses permitted by the AVLT Conservation Easements only, and shall not be used for residential purposes. The Homeowners Association shall be responsible for the repair and maintenance of common areas.

22. Adjacent Agricultural Uses. The historic agricultural uses of property adjacent to the Subdivision shall be deemed compatible with the rural residential character of the Subdivision. No Owner may object to the dust, odors or noise associated with normal agricultural uses of said adjacent property as noxious or offensive, and the Association shall not attempt to enjoin adjacent landowners from customary agricultural practices merely because an owner has registered a complaint.

23 Unauthorized Vehicles. No snowmobiles, motorized dirt bikes or all-terrain vehicles (ATVs) shall be operated within the Subdivision. No snowmobiles, boats, or inoperable motor vehicles shall be stored within the Subdivision unless stored within an auxiliary building permitted in accordance with Article VII, Paragraph 19, above.

24. Satellite Dishes. Satellite dishes shall be allowed within the Subdivision. Location and size of all satellite dishes shall be subject to ACC approval, but in no event shall any satellite dish exceed twenty-four (24) inches in diameter.

25. Maintenance of the Lots and Improvements. Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. No Lot or any Improvements constructed thereon shall be permitted to fall into a

state of disrepair. All Lots and Improvements shall be maintained in neat, orderly and good condition at all times.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

1. Architectural Control Committee. The Architectural Control Committee (hereinafter "ACC") shall be composed of between three (3) and five (5) persons appointed by the Executive Board of the Association. The Executive Board has discretion to remove any member of the ACC it appoints and appoint a new member at any time, provided there are at least three (3) persons on the ACC. The members of the ACC may also be directors of the Association and need not be Owners. The ACC shall have and exercise all the powers, duties, and responsibilities set out in this instrument.

2. Construction and Alteration of Improvements. No improvements of any kind, including but not limited to dwelling units, garages, accessory buildings, swimming pools, ponds, parking areas, fences, walls, driveways, antennae, satellite dishes, and walks shall be constructed, erected, altered, or permitted to remain within the Subdivision, nor shall any excavating, tree cutting, and clearing or landscaping be done within the Subdivision, unless the complete architectural plans and specifications, and a site plan showing the location and orientation thereof, for such erection or alteration and landscaping are approved by the ACC prior to the commencement of such work, except as Declarant may be specifically permitted to do by these Covenants. Revegetation of all infills and cuts shall be required, and plans addressing the revegetation of infills and cuts must be submitted to the ACC prior to any excavation.

Architectural and site development plans and specifications shall be submitted to the ACC by electronic mail along with a complete list of all exterior materials and colors to be used. All copies of the complete plans and specifications shall be signed and dated for identification by the Owner or the Owner's architect. The ACC shall have the right to request whatever additional specification information, plans, reports, and the like it deems necessary to evaluate the development proposal throughout the approval and construction process. In addition, the ACC may adopt rules and regulations which shall specify the information, reports, plans, specifications, and the like required to be submitted to the ACC. In the event the ACC fails to take any action within forty-five (45) days after three (3) copies of the complete architectural and site development plans, specifications, materials, and colors have been submitted to it and the submittal has been certified in writing by the ACC as complete, then all of such submitted architectural plans shall be deemed approved. The ACC shall not unreasonably disapprove the architectural plans. The majority vote of the members of the ACC shall be required for approval of plans.

3. Variances. The ACC may, by an affirmative vote of a majority of its members, allow reasonable variances as to any of the covenants and restrictions governing architectural control contained in this instrument and/or policies or rules promulgated by the ACC, on such terms and conditions as it shall require. No variance shall be granted which contravenes any

provision of these Covenants which Declarant was required to include as a condition of approval by Garfield County or which violates Garfield County's Land Use and Building Codes.

4. General Requirements. The ACC shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations within the Subdivision harmonize to the greatest extent possible with the surroundings and with other structures as to design, materials, color, height, grade, finished ground elevation of neighboring lots, and other design features. The ACC shall strive to protect the seclusion and view of each Lot insofar as reasonably possible (considering final buildout of all Lots in the Subdivision) in the development of the Subdivision pursuant to these Covenants. The ACC shall also endeavor to protect and preserve the open space and native vegetation of the Property by prescribing and enforcing building and landscape envelopes as set forth below.

a. Soils and Foundation Report and Grading and Drainage Plan. Prior to the issuance of a building permit, a Lot Owner shall obtain and submit to the County and the ACC soils and foundation report and a grading and drainage plan prepared by a professional engineer. All improvements and structures shall be constructed in accordance with the recommendations and conditions of such report and plan which are included by Garfield County as conditions of the building permit and/or are made requirements or conditions of the approval of the ACC. Improvements and structures shall also comply with the drainage plan prepared by Sopris Engineering and dated June 23, 2004.

b. Materials. In its review of any proposed development activity, the ACC shall evaluate, among other things, the materials to be used on the outside of buildings or structures, including exterior colors, location with respect to topography and finished grade elevations.

c. Landscape Envelopes. Landscape envelopes prescribed on the Final Plat were drawn to maximize the protection of the natural vegetation and attributes of the Property. A Lot Owner may not disturb vegetation outside the prescribed landscape envelope. Newly created landscaping shall be limited to drought resistant native plant materials listed on Exhibit B. However, with approval from the ACC, areas outside the landscape envelope that have been modified for agricultural purposes may be restored to their natural condition. Drip or mist irrigation shall be used within all landscaped areas.

d. Building Envelopes. Any structure to be placed or built on any Lot must be contained within the prescribed building envelope for that Lot as shown on the Final Plat for the Subdivision. Additionally, the precise siting of homes within the building envelopes shall be subject to ACC review and approval based on the general goal of preserving natural features of each lot to the extent reasonably practicable. All cuts/fills and structural work shall occur solely within the building envelope. No owner may disturb vegetation or landscaping outside of the building envelope.

e. Solid Fuel Usage. No open hearth solid-fuel fireplaces will be allowed anywhere in the Subdivision. One (1) new solid-fuel burning stove as defined by C.R.S. 25-7-401. *et. seq.* and regulations promulgated thereunder, will be allowed in any dwelling. All dwelling units will be allowed an unrestricted number of natural gas burning stoves and appliances.

f. Outdoor Firepits. Only natural gas firepits are permitted. Exterior wood burning or solid fuel burning of any kind is prohibited at all times.

5. Preliminary Approvals. Lot Owners who anticipate constructing improvements may submit preliminary sketches by email of such improvements to the ACC for informal and preliminary approval or disapproval. All preliminary sketches should contain sufficient general information on those matters required to be in the complete architectural and site development plans and specifications to allow the ACC to grant an informed preliminary approval or disapproval. The ACC shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural and site development plans, specifications, materials, and colors are submitted and approved or disapproved. If the ACC grants preliminary approval of a preliminary sketch and the Lot Owner subsequently submits for approval plans and specifications which are the same or substantially similar to the approved preliminary sketch, the ACC shall not unreasonably withhold approval of the submitted plans and specifications. The preliminary approval is offered as an accommodation only, and the ACC may charge reasonable fees for this service.

6. Architectural and Site Development Plans. The ACC shall disapprove any architectural and site development plans submitted to it that do not contain sufficient information for it to exercise the judgment required of it by these Covenants.

7. ACC Not Liable. The ACC shall not be liable for damages to any person or entity submitting any plans for approval, or to any Owner or Owners of land within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such plans. The ACC shall have no liability or responsibility for any representations made to any Owner or prospective Owner by any third parties. The decisions of the ACC shall be governed by these Covenants and any rules or regulations duly adopted by the ACC pursuant to these Covenants.

8. Written Records. The ACC shall keep in an electronic format for at least five (5) years from the date of approval all applications approved by the ACC.

9. Authority to Promulgate Design Guidelines, Rules and Regulations. The ACC may promulgate and adopt additional design guidelines and rules and regulations necessary to implement these Covenants. The design guidelines may include requirements relating to acceptable building materials, architectural styles, allowable colors for home exteriors, and the like. The rules and regulations may include submission requirements concerning the type of information, reports, plans and specifications, and other information necessary to make an informed decision regarding requests for development, modifications to buildings, and the like.

The rules and regulations may also establish a reasonable review fee that will be charged for each submission to the ACC.

10. Planning Professionals. The ACC may hire professional consultants and may contract to delegate any of its functions and duties to a third party if deemed qualified by the ACC.

**ARTICLE VII
RESERVED**

**ARTICLE VIII
COLLECTION OF ASSESSMENTS – ENFORCEMENT**

1. Assessments. All Lot Owners, by acceptance of a deed to a Lot including without limitation public trustee, sheriffs or similar deed, is deemed to covenant and agree and shall be obligated to pay any and all assessments lawfully imposed by the Executive Board of the Association. To the extent the Association is responsible therefor, assessments may be lawfully imposed for any items of common expense which may include, among other things: expenses and costs of maintaining, repairing, and plowing of roads within and accessing the Subdivision; expenses for maintaining, improving, and preserving the Association's common property; expenses and costs of operating, maintaining, repairing and replacing the Subdivision's potable and raw water irrigation system and sewer facilities; expenses of the ACC; and insurance, accounting, and legal functions of the Association. Such assessments shall be deemed general assessments and shall be borne pro rata by all Owners.

2. Contingency and Reserve Funds. The Executive Board may establish contingency and reserve funds for the maintenance and improvement of the Association's common property and any other anticipated costs and expenses of the Association to be incurred in pursuit of its purpose. Contingency and reserve funds shall be in such an amount as the Executive Board may deem necessary and appropriate for the aforesaid purposes. Each Owner shall be required to pay his pro rata portion of these funds. As used herein, an Owner's pro rata portion of common expenses shall mean a fraction formed by the number of Lots purchased and held by the Lot Owner (numerator) and the number of Lots in the Subdivision (denominator). The Executive Board shall have the right during any calendar year to levy and assess against all of the Owners a special assessment for such purpose or purposes, in accordance with these Covenants, or the Articles or Bylaws of the Association, as may be necessary. Such special assessment shall be paid for in equal portions by the Owners obligated to pay such assessment and shall be due and payable as determined by the Executive Board.

3. Lien for Non-Payment of Assessments or Penalties. All sums assessed by the Executive Board, including without limitation the share of common expense assessments chargeable to any Lot Owner, any fines which may be levied on a Lot Owner, any penalties assessed pursuant to Paragraph 4 below, and any unpaid utility fees and assessments charged to a Lot Owner shall constitute a lien against such Lot superior (prior) to all other liens and encumbrances, excepting only:

- a. Tax and special assessment liens on the Lots in favor of any governmental assessing unit.
- b. All sums unpaid on a first mortgage of record, including any unpaid obligatory sums as may be provided by encumbrance.
- c. Each Owner hereby agrees that the Association's lien on a Lot for assessments as hereinabove described shall be superior to any Lot exemption as is now or may hereafter be provided by state or federal law and each Owner hereby agrees that the acceptance of the deed or other instrument of conveyance in regard to any Lot within the Subdivision shall signify such grantee's waiver of the any such exemption. Any recorded lien for non-payment of the common expenses may be released by recording a release of lien executed by a member of the Executive Board.

If any assessment shall remain unpaid after thirty (30) days after the due date thereof, such unpaid sums shall bear interest from and after the due date thereof at the maximum rate of interest permitted by law, or at such rate as is determined by the Executive Board, and the Executive Board may impose a late charge on such defaulting Owner as may be established by the Board. In addition, the Executive Board shall be entitled to collect reasonable attorneys' fees incurred in connection with any demands for payment and/or collection of delinquent assessments. To evidence such lien, the Executive Board shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot, and its legal description. Such a notice shall be signed by one (1) member of the Executive Board and shall be recorded in the Office of the Clerk and Recorder of the County of Garfield, Colorado. Such lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, upon the recording of a notice of claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorneys' fees. The Owner shall also be required to pay to the Association any additional assessments against the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Executive Board, for the Association, shall have the power to bid on the Lot at foreclosure sale and acquire and hold, lease, mortgage, and convey same. The Association, at its election, and in addition to any other remedies it may have at law or in equity, may also sue an Owner personally to collect any monies owed the Association.

If a Lot Owner fails to pay promptly any assessment pertaining to the water or sewer system, in addition to the remedies set forth above, the Association shall have the right to turn off the water to said Lot Owner's property.

4. Enforcement Actions and Penalties. The Association, acting by and through its Executive Board, shall have the right to prosecute any action to enforce the provisions of all of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of the lands within the Subdivision. In addition, each Owner of land within the Subdivision, including the Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. The prevailing party in any enforcement action shall be entitled to an award of its reasonable costs and attorneys' fees. The Executive Board shall be

entitled to assess penalties for late payment of assessments due the Association and to collect interest thereon at rates to be determined from time to time by the Executive Board but not to exceed 1.5% per month. After thirty (30) days, written notice to any Owner of a violation of these Covenants, and the Owner's failure to eliminate or cure said violation, the Association may levy, in addition to the other remedies set forth herein additional penalties as set forth in the Association's policy regarding collection of assessments.

5. Limitations of Actions. In the event any construction or alteration or landscaping work is commenced upon any of the lands in the Subdivision in violation of these Covenants and no action is commenced within one (1) year thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. This one-year limitation shall not apply to injunctive or equitable relief for other violations of these Covenants.

ARTICLE IX **INSURANCE**

1. Types of Insurance. The Association shall obtain and keep in full force and effect the following insurance coverage, if appropriate:

a. Public liability and property damage insurance, including medical payments insurance, in an amount to be determined by the Board, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the ownership, operation, maintenance or other use of Association property. This policy shall also cover operation of automobiles or other vehicles or equipment on behalf of the Association.

b. Worker's compensation and employer's liability insurance in the amounts and in the forms required by law.

c. The Executive Board, at its discretion, may elect to secure fidelity coverage against the dishonesty of employees, destruction or disappearance of money or securities, and forgery. Any such policy shall also cover persons who serve the Association without compensation.

d. Coverage for members of the Board and officers of the Association, including committee members, against libel, slander, false arrest, invasion of privacy, errors and omissions, and other forms of liability generally covered in officers and directors liability policies.

e. Coverage against such other risks of a similar or dissimilar nature as the Board deems appropriate.

ARTICLE X
DISPUTE RESOLUTION PROCEDURES

1. The (a) Association (including its officers, directors and committee members), (b) all Owners, and (c) any other person or entity not otherwise subject to this Declaration who agrees to submit to this Article (a "Bound Party") agree to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party hereby covenants and agrees to submit all claims, grievances, controversies or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Bylaws, the rules and regulations of the Association, the design or construction of any improvements on the Property, or otherwise relating to the Community (the "Claims") to the dispute resolution procedures set forth in this Article, with the exception of the "Exempt Claims" described in this Article.

2. Exempt Claims. The provisions of this Article shall not apply to, and the term "Claims" shall not include, any of the following: (a) the imposition and collection of Assessments or other charges levied under the Assessments section of this Declaration, including actions to foreclose assessment liens; (b) a suit by the Association to obtain injunctive relief; (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it; (e) claims of the Association; and (f) claims against a non-Bound Party.

3. Claim Resolution Procedures. All Claims other than Exempt Claims shall be resolved using the following procedures in lieu of litigation:

(a) Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely (i) the nature of the Claim, including the date, time, location, persons involved, and Respondent's role in the Claim, (ii) the basis of the Claim (i.e. the provisions of this Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(c) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the Community.

(d) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to mediation under the auspices of an independent mediation service designated by the Association or such other mediator upon which the Parties may agree.

(e) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons or entities not a Party to the foregoing proceedings.

(f) If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(g) Each Party shall, within 10 days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

(h) Subject to subsection (i) below, if the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within 20 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the appropriate rules of the American Arbitration Association, or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided nothing herein shall release or discharge Respondent from any liability to persons not a party to the foregoing proceedings.

(i) If a Claim alleges that any improvements located on the Properties suffer from construction or design defects, the following additional requirements must be satisfied before such a Claim may be submitted to arbitration: (a) if the Claim relates to one or more Lots, the written approval of the Owner of each such Lot and the First Mortgagee on each such residence shall be obtained; (b) if the Claim relates generally to improvements on the Common Areas, the written approval of at Members holding at least 67% of the total votes entitled to be cast in the Association must be obtained, together with the written approval of First Mortgagees holding First Mortgages on at least 67% of

the Lots; and (c) if the Claim is to be pursued by the Association, the Association shall hold a meeting of the Members no sooner than 10 days following the Association providing a written statement to all Owners and First Mortgagees discussing the potential Claim. Such written statement must include at least the following information: (I) a statement of the Claim and the Declarant's response thereto, including any settlement offer; (II) an estimate of the time and costs of pursuing such Claim, (III) the potential impact of the Claim on the marketability of the Lots; and (IV) a statement advising the Owners of their duty to disclose the Claim or alleged defect to prospective purchasers of their Lots. Such written statement shall also be sent to the Declarant at least 10 days before such meeting and the Declarant shall have the right to attend and make a presentation at such meeting.

(j) This Article is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(k) If the Claims are resolved through negotiation or mediation as provided above, each Bound Party shall bear all of its own costs incurred in resolving the Claims, including its attorney fees and mediation expenses, unless the Bound Parties otherwise agree. If the Claims are not resolved through negotiation or mediation as provided above and the Claims go to binding arbitration, the "Prevailing Party" shall receive as a part of its Award from the opposing Party(ies) all of its costs, including attorney fees, costs for other representatives in resolving such Claim, and any expenses incurred as a result of the dispute resolution procedures of this Article.

(l) For purposes of subparagraph (k) above, if the Award is equal or more favorable to Claimant than Claimant's Settlement Demand, the Claimant shall be deemed to be the Prevailing Party; if the Award is equal to or less favorable to Claimant than any Respondent's Settlement Offer, such Respondent shall be deemed to be the Prevailing Party. If neither of the above apply, neither party shall be deemed a Prevailing Party and each shall bear its own costs and expenses, including attorney fees.

(m) If the Parties agree to resolve any Claim through negotiation or mediation as set forth above, and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with the Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without need to comply with the provisions of this Article. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one noncomplying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including without limitation, attorney fees and costs.

ARTICLE XI
GENERAL PROVISIONS

1. Covenants to Run. All of the covenants contained in this instrument shall be a burden on the title to all of the lands within the Subdivision, and the benefits thereof shall inure to the Owners of the lands in the Subdivision and the benefits, and burdens of all said covenants shall run with the title to all of the lands in the Subdivision.

2. Termination of Covenants. In the event these Covenants have not been sooner lawfully terminated pursuant to any applicable laws of the State of Colorado and Garfield County, Colorado, and the provisions herein contained, these Covenants may be terminated on January 1 of the year 2028 by a vote of seventy-five percent (75%) of the votes entitled to be cast by the members of the Association. If these Covenants are not so terminated, then they shall continue to be in full force and effect for successive twenty-five (25) year periods unless, at the close of a 25-year period, the Covenants are terminated by a vote of seventy-five percent (75%) of the votes entitled to be cast by the members of the Association at a meeting of the members duly held. In the event of any such termination by the members, a properly certified copy of the resolution of termination shall be placed on record in Garfield County, Colorado, not more than six (6) months after the meeting at which such vote is cast.

3. Amendment of Covenants. The Covenants may be amended by a vote of fifty-one percent (51%) of the votes entitled to be cast. The votes must be cast at a meeting of the members duly held, provided a properly certified copy of the resolution of amendment be placed on record in Garfield County, Colorado, no more than six (6) months after said meeting. Every amendment to these Covenants must be recorded in the office of the Garfield County Clerk and Recorder and shall be effective only upon recording.

4. Severability. Should any part or parts of these Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

5. Paragraph Headings and Underlining. The paragraph headings and underlining within this instrument are for convenience only and shall not be construed to be a specific part of the covenants contained herein.

6. Limited Liability. The Association and the Board shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. The Owners jointly and severally agree to indemnify the Association and the Board against loss resulting from such action or failure to act if the Association and the Board acted or failed to act in good faith and without malice.

EXHIBIT A
SPRINGRIDGE RESERVE, PHASE 1 LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE E1/2, THE E1/2NW1/4, THE NE1/4SW1/4 AND LOT 7 OF SECTION 10, THE SW1/4SW1/4 OF SECTION 11 AND THE N1/2NE1/4 OF SECTION 15, ALL IN TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 10; THENCE ALONG THE EASTERLY LINE OF SAID SECTION 10 S.00°15'30"E. 562.53 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF SECTION 10 S.00°15'30"E 783.14 FEET TO THE S1/16 CORNER OF SAID SECTION 10 AND SECTION 11, A REBAR AND CAP L.S. #19598 IN PLACE;

THENCE LEAVING SAID EASTERLY LINE N.89°39'54"E. ALONG THE NORTHERLY LINE OF THE SW1/4SW1/4 OF SAID SECTION 11 1327.31 FEET TO THE SW1/16 CORNER OF SAID SECTION 11 A REBAR AND CAP L.S. #19598 IN PLACE;

THENCE LEAVING SAID NORTHERLY LINE S.00°04'29"E. ALONG THE EASTERLY LINE OF SAID SW1/4SW1/4 1331.22 FEET TO THE W1/16 CORNER OF SAID SECTION 11 AND SECTION 14, A REBAR AND CAP L.S. #19598 IN PLACE;

THENCE LEAVING SAID EASTERLY LINE S.89°02'20"W. ALONG THE SOUTHERLY LINE OF SAID SECTION 11 1323.14 FEET TO THE SE CORNER OF SECTION 10, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE;

THENCE LEAVING SAID SOUTHERLY LINE S.00°27'25"E. ALONG THE EASTERLY LINE OF SAID SECTION 15 1353.71 FEET TO THE N1/16 CORNER OF SAID SECTION 14 AND SECTION 15 (WHENCE A REBAR AND CAP L.S. #15710 BEARS S.02°23'14"W. 4.39 FEET);

THENCE LEAVING SAID EASTERLY LINE S.87°58'49"W. ALONG THE SOUTHERLY LINE OF THE N1/2NE1/4 OF SAID SECTION 15 2614.40 FEET TO THE NORTH-CENTER 1/16 CORNER OF SAID SECTION 15;

THENCE LEAVING SAID SOUTHERLY LINE N.00°37'33"W. ALONG THE WESTERLY LINE OF SAID N1/2NE1/4 1303.08 FEET TO THE S1/4 CORNER OF SAID SECTION 10, A STONE IN PLACE;

THENCE LEAVING SAID WESTERLY LINE S.89°48'29"W. ALONG THE SOUTHERLY LINE OF SAID SECTION 10 1130.84 FEET TO THE SW CORNER OF LOT 7 OF SAID SECTION 10;

THENCE LEAVING SAID SOUTHERLY LINE N.00°32'29"W. ALONG THE WESTERLY LINE OF SAID LOT 7 1003.99 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE S.89°27'31"W. 199.47 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE N.00°32'07"W. 388.88 FEET TO THE SW1/16 CORNER OF SAID SECTION 10;

THENCE LEAVING SAID WESTERLY LINE OF LOT 7 N.00°32'07"W. ALONG THE WESTERLY LINE OF THE NE1/4SW1/4 OF SAID SECTION 10 1391.64 FEET TO THE WEST-CENTER 1/16 CORNER OF SAID SECTION 10;

Continued on next page

Continuation of Schedule A - Legal Description

THENCE LEAVING SAID WESTERLY LINE OF THE NE1/4SW1/4 N.00°32'13"W. ALONG THE WESTERLY LINE OF THE E1/2NW1/4 OF SAID SECTION 10 759.08 FEET;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING TWENTY-TWO (22) COURSES:

- 1) S.34°29'13" E. 421.64 FEET;
- 2) S.34°20'18" E. 474.68 FEET;
- 3) S.39°00'10" E. 379.91 FEET;
- 4) S.58°58'13" E. 394.08 FEET;
- 5) S.39°27'18" E. 765.56 FEET;
- 6) N.18°17'10" E. 54.00 FEET;
- 7) S.25°41'10" E. 243.01 FEET;
- 8) N.64°22'20" E. 466.41 FEET;
- 9) N.20°10'44" W. 152.41 FEET;
- 10) 59.48 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 737.45 FEET AND A CENTRAL ANGLE OF 04°37'17" (CHORD BEARS N.22°29'12" W. 59.47 FEET);
- 11) N.24°48'01" W. 171.20 FEET;
- 12) 149.35 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 487.85 FEET AND A CENTRAL ANGLE OF 17°32'24" (CHORD BEARS N.33°34'13" W. 148.76 FEET);
- 13) N.42°20'25" W. 225.80 FEET;
- 14) N.43°27'11" W. 156.00 FEET;
- 15) N.44°24'16" W. 252.51 FEET;
- 16) N.44°29'33" W. 459.79 FEET;
- 17) 75.87 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 2,185.11 FEET AND A CENTRAL ANGLE OF 01°59'22" (CHORD BEARS N.43°29'52" W. 75.87 FEET);
- 18) N.42°30'11" W. 325.96 FEET;
- 19) N.39°11'53" W. 411.12 FEET;
- 20) N.47°02'24" W. 528.36 FEET;
- 21) N.59°50'04" W. 40.78 FEET;
- 22) N.56°38'03" W. 210.97 FEET TO A POINT ON THE WESTERLY LINE OF THE E1/2 NW1/4 OF SECTION 10;

THENCE N.00°32'13"W. ALONG THE WESTERLY LINE OF THE E1/2NW1/4 OF SAID SECTION 10 72.29 FEET TO A POINT ON THE BOUNDARY OF THE RECORDED PLAT OF THE SPRINGRIDGE PLACE SUBDIVISION;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING EIGHT (8) COURSES ALONG SAID BOUNDARY OF SPRINGRIDGE PLACE SUBDIVISION:

- 1) S.56°38'03" E. 249.62 FEET;
- 2) S.59°50'04" E. 45.83 FEET;
- 3) S.47°02'24" E. 539.20 FEET;
- 4) S.39°11'53" E. 413.50 FEET;
- 5) N.68°08'36" E. 106.95 FEET;
- 6) N.01°04'51" W. 697.23 FEET;
- 7) N.25°28'37" E. 853.87 FEET;
- 8) N.89°49'19" E. 499.93 FEET;

Continued on next page

Continuation of Schedule A - Legal Description

THENCE LEAVING THE SAID BOUNDARY S.54°08'53"E. 18.14 FEET;

THENCE 39.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 34°42' 1 27 11 (CHORD BEARS S.10°04' 1 46 11 W. 38.78 FEET);

THENCE 10.47 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 60°00' 1 00" (CHORD S.22°43' 1 32"W. 10.00 FEET);

THENCE 10.47 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 60°00' 1 00" (CHORD S.22°43' 1 32"W. 10.00 FEET);

THENCE S.07°16' 1 28"E. 580.59 FEET;

THENCE 62.57 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 47°48' 1 01 11 (CHORD BEARS S.31°10' 1 28 11 E. 60.77 FEET);

THENCE S.55°04' 1 29"E. 367.93 FEET;

THENCE 46.61 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 15°15' 1 40" (CHORD BEARS S.47°26' 1 39 11 E. 46.47 FEET);

THENCE S.39°48' 1 49"E. 232.75 FEET;

THENCE 27.71 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 21°10' 1 12 11 (CHORD BEARS S.29°13' 1 43 11 E. 27.55 FEET);

THENCE 30.72 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 87°59' 1 52" (CHORD BEARS S.25°21' 1 19"W. 27.79 FEET);

THENCE S.20°38' 1 45"E. 50.00 FEET;

THENCE 106.71 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 27°10' 1 23 11 (CHORD BEARS N.82°56' 1 27"E. 105.71 FEET); THENCE S.83°28' 1 22"E. 352.04 FEET;

THENCE 368.74 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 56°20' 1 24" (CHORD BEARS S.55°18' 1 10" E. 354.08 FEET);

THENCE S.27°07' 1 58"E. 364.87 FEET;

THENCE 37.69 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 09°35' 1 52 11 (CHORD BEARS S.31°55' 1 54"E. 37.65 FEET);

THENCE S.14°42' 1 26"W. 225.23 FEET;

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Continuation of Schedule A - Legal Description

THENCE S.34°09'04"W. 275.28 FEET;

THENCE N.49°08'12" W. 90.86 FEET;

THENCE 89.57 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 105.00 FEET AND A CENTRAL ANGLE OF 48°52'41" (CHORD BEARS N.73°34'32"W. 86.88 FEET);

THENCE S.81°59'07"W. 97.54 FEET;

THENCE N.59°09'39"W.322.53 FEET;

THENCE S.08°52'37"W. 195.94 FEET;

THENCE S.02°59'01"E. 199.27 FEET;

THENCE S.03°07'54"E. 219.96 FEET;

THENCE S.02°54'48"E. 210.58 FEET;

THENCE S.02°49'45"E. 223.74 FEET;

THENCE N.83°40'22"W.243.12 FEET;

THENCE S.64°51'12" W.50.00' FEET;

THENCE N.25°08'48"W.173.08 FEET;

THENCE 202.10 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 370.56 FEET AND A CENTRAL ANGLE OF 31°14'58" (CHORD BEARS N.09°31'19"W. 199.61 FEET);

THENCE WEST 274.71 FEET;

THENCE 41.74 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 547.85 FEET AND A CENTRAL ANGLE OF 04°21'56" (CHORD BEARS S.26°58'59"E. 41.73 FEET);

THENCE S.24°48'01" E. 171.20 FEET;

THENCE 64.32 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 797.45 FEET AND A CENTRAL ANGLE OF 04°37'17" (CHORD BEARS S.22°29'23"E. 64.30 FEET);

THENCE S.20°10'44" E. 201.57 FEET;

THENCE 8.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1210.74 FEET AND A CENTRAL ANGLE OF 00°23'44" (CHORD BEARS S.19°58'51"E. 8.36 FEET);

Continued on next page

Continuation of Schedule A - Legal Description

THENCE S.19°46'59" E. 164.45 FEET;

THENCE 345.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1600.65 FEET AND A CENTRAL ANGLE OF 12°21'03" (CHORD BEARS S.25°57'30" E. 344.37 FEET);

THENCE S.32°08'02"E. 758.36 FEET;

THENCE 51.50 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 815.07 FEET AND A CENTRAL ANGLE OF 03°37'13" (CHORD BEARS S.30°19'25" E. 51.49 FEET);

THENCE S.28°30'49" E. 89.80 FEET;

THENCE 24.57 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 608.89 FEET AND A CENTRAL ANGLE OF 02°18'42" (CHORD BEARS S.29°40'09" E. 24.56 FEET);

THENCE S.82°26'17" E. 364.09 FEET;

THENCE N.68°36'51" E. 378.55 FEET;

THENCE N.23°53'38"E. 527.82 FEET;

THENCE N.06°29'45" W. 438.03 FEET;

THENCE N.23°32'39" W. 237.88 FEET;

THENCE N.37°00'17" W. 224.84 FEET;

THENCE N.41°01'14" W. 202.96 FEET;

THENCE N.34°59'05" W. 233.03 FEET;

THENCE N.33°42'09" W. 262.47 FEET;

THENCE S.71°34'56" W. 166.45 FEET;

THENCE N.18°26'46" W. 195.18 FEET;

THENCE 96.41 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 100°25'54" (CHORD BEARS N.31°46'11" E. 84.53 FEET);

THENCE N.81°59'07" E. 97.54 FEET;

THENCE 46.92 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 48°52'41" (CHORD BEARS S.73°34'32" E. 45.51 FEET);

THENCE S.49°08'12"E. 339.67 FEET;

Continued on next page

Continuation of Schedule A - Legal Description

THENCE 158.56 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 72°40'36" (CHORD BEARS S.85°28'30"11"E. 148.14 FEET);

THENCE S.43°27'57"11 E. 283.25 FEET;

THENCE N.74°42'18"E. 301.97 FEET TO THE POINT OF BEGINNING.

AND:

All of Springridge Reserve Subdivision, Phase 3 as depicted on the Final Plat for Springridge Reserve Phase 3 recorded on _____, at Reception No. _____.

COUNTY OF GARFIELD
STATE OF COLORADO