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DPC R\$76.00 D\$0.00Linda Daley
Laplata County Clerk

**DECLARATION OF PROTECTIVE COVENANTS
FOR
PINE SPRING RANCH**

KNOW ALL MEN BY THESE PRESENTS

That PINE SPRING RANCH PROPERTY OWNERS ASSOCIATION, INC being the Association of all of the owners of Lots within the PINE SPRING RANCH SUBDIVISION, the plat of which, entitled "PINE SPRING RANCH FINAL PLAT", dated February 11, 1974 and recorded February 19, 1974 at Reception No 382695, which plat was re-recorded as "PINE SPRING RANCH EXEMPTION PLAT, PROJECT No 89-101", in the office of the La Plata County Clerk and Recorder under Reception No. 586280 on November 22, 1989, and desiring to establish the nature of the use and enjoyment thereof and to establish declarations for a Planned Community under the Colorado Common Interest Ownership Act, does hereby declare said subdivision to be subject to the following express covenants, stipulations and restrictions, which shall run with the land and be binding upon each Lot within the Subdivision and the Owner thereof, his heirs, successors and assigns, to-wit:

RECITALS:

A. FORMER COVENANTS. PINE SPRING RANCH EXEMPTION PLAT, PROJECT No. 89-101 of record at Reception No. 586280 was encumbered by PROTECTIVE AND RESTRICTIVE COVENANTS and AMENDMENTS thereto described as follows, all references to recording data are to the Official Records of the La Plata County Clerk and Recorder:

- 1). PINE SPRING RANCH FINAL PLAT dated February 11, 1974 and recorded February 19, 1974 at Reception No. 382695;
- 2) PROTECTIVE AND RESTRICTIVE COVENANTS dated February, 1974 and recorded February 19, 1974 at Reception No. 382696;
- 3). ADDENDUM TO THE PROTECTIVE RESTRICTIONS & COVENANTS PINE SPRINGS RANCH, recorded August 27, 1979 at Reception No. 434464;
- 4) PINE SPRING RANCH FIRST PROPERTY OWNERS' ASSOCIATION DECLARATION, recorded July 11, 1978 at Reception No. 421529;



5) SECOND ADDENDUM TO THE PROTECTIVE AND RESTRICTIVE COVENANTS PINE SPRING RANCH recorded December 3, 1986 at Reception No. 540802;

6). THIRD ADDENDUM TO THE PROTECTIVE AND RESTRICTIVE COVENANTS PINE SPRING RANCH, recorded March 29, 1988 at Reception No. 560568;

7). A REPLAT OF PINE SPRING RANCH EXEMPTION PLAT, PROJECT No. 89-101 recorded November 22, 1989 at Reception No. 586280 This plat contains the following statement: "The sole purpose of this plat is to change the road names";

8) DECLARATION OF PROTECTIVE COVENANTS FOR PINE SPRING RANCH, executed on July 13, 1998, recorded July 14, 1998 at reception number 749667.

B. The Section entitled "RESTRICTION DURATION" of the PROTECTIVE AND RESTRICTIVE COVENANTS recorded at Reception No. 382696, states that all covenants and restrictions are effective and in force until twenty-five years from the date of the covenants, and shall automatically be extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots in the subdivision it is agreed to change said covenants in whole or in part. Said Covenants are dated February 19, 1974 and the twenty-five year period expires on February 19, 1999.

C. Pursuant to the Bylaws of the PINE SPRING RANCH PROPERTY OWNER'S ASSOCIATION, INC. a Notice of Meeting, specifying that a vote was to be taken as to the Board of Directors recommendation that the Covenants and all Addendums and/or Amendments thereto be allowed to expire as of June 15, 2007 with this entire new set of PROTECTIVE AND RESTRICTIVE COVENANTS to be adopted, and to be effective concurrently with the expiration of the original covenants and all amendments thereto on June 15, 2007. A copy of this document, complete in all respects except for completion of the blanks in Recital D, below, and execution signatures and dates, was delivered to all members of the Association with the Notice of Meeting which was timely given to all members of the Association being the record owners of each lot within the Subdivision.

D. At the meeting held Pursuant to said Notice, a quorum consisting of the owners of 32 of the 39 Lots within the Subdivision were present in person or by proxy. A vote on the proposal described in Recital C, above, was duly taken and said Proposal was passed by a vote of 24-7 with one abstaining. The percentage of lot owners voting in favor of adopting the PROTECTIVE AND RESTRICTIVE COVENANTS set forth herein was 61% which exceeds a majority of the Lot Owners.



1. RECISION OF COVENANTS AND ADDENDUMS THERETO. As determined by a majority vote of all owners of lots within the Subdivision, as set forth in Recital D, above, and Pursuant to the provision entitled "RESTRICTION DURATION" of the PROTECTIVE AND RESTRICTIVE COVENANTS, said Covenants, described in Recital A 2) above, and each of the Addendums thereto described in Recitals A 3), A 5), A 6, and A8 above have expired and are of no further force or effect.

2. ADOPTION OF THIS ENTIRE DOCUMENT. Pursuant to the vote described in Recital D, above, this entire document is hereby adopted by the lot owners of PINE SPRING RANCH SUBDIVISION who hereby declare said subdivision to be subject to the following express covenants, stipulations and restrictions, which shall run with the land and be binding upon each Lot within the Subdivision and the Owner thereof, his heirs, successors and assigns.

3. PROPERTY OWNER'S ASSOCIATION. The formation of the PINE SPRING RANCH PROPERTY OWNER'S ASSOCIATION, INC is hereby ratified and affirmed. All lot owners are subject to its Articles of Incorporation, Bylaws and Regulations.

4. LAND USE.

a. Residential use all lots shall be used for residential purposes, except as provided in section 4 (b), pine spring ranch property owner's association usage (hereinafter PSRPOA). Residential purposes as used herein shall mean a single family dwelling or abode together with associated permitted structures together with those services and activities that are necessary for the health, safety and welfare of the residents of PSRPOA.

b. PSRPOA usage PSRPOA may own, lease or otherwise use any real property within the subdivision for all purposes necessary for the performance of its duties and obligations as set forth in the bylaws and these protective covenants and for the recreation, health, safety and welfare of the residents of pine spring ranch, and including but not limited to the erection, construction and building of structures, buildings and facilities thereon and the maintenance thereof.

See also 22. Permitted Uses, section A, ii and iii.

5. DWELLING SIZE. All improvements shall be constructed in accordance with the provisions set forth under Section 22 below, entitled "Permitted Uses."



6. MOBILE, MODULAR OR TEMPORARY STRUCTURES. Mobile and Modular homes shall not be permitted in the subdivision. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence.

7. NOXIOUS ACTIVITIES No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. TRASH REMOVAL. All trash, garbage and other debris shall be promptly hauled away from the subdivision.

9. UTILITY EASEMENTS. All roads and all easements as shown on the recorded plat of this subdivision are hereby reserved for the installation and maintenance of utility lines, including but not limited to, electric lines, gas lines, telephone lines and television cable, water and sewer lines, together with a perpetual right of ingress and egress for installation, maintenance and replacement of such lines.

10. TERM OF COVENANTS. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them until June 15, 2010, at which time said covenants shall automatically be extended for successive periods of three years, unless by vote of a majority of the then owners of the lots within the subdivision, it is agreed to change said covenants in whole or in part or permit these covenants to expire provided however, these covenants shall not expire until and unless other covenants are properly adopted by a majority of the then lot owners to take effect upon the expiration of these covenants.

11. ENFORCEMENT. If .any lot owner or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning a lot situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

12. SEWAGE DISPOSAL SYSTEM. It is hereby covenanted and agreed by each lot owner that in the event that proper authorities of the County of La Plata shall determine that the surface and subsurface water in the area is becoming contaminated by the use of septic tanks or other sewage disposal systems in the area, the owners of the properties in the subdivision shall install at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

13. DRAINAGE. No lot owner shall obstruct, interfere with, or allow the obstruction or interference with natural drainage and shall provide a drainage



culvert of not less than twelve inches in diameter and a sufficient length to extend three feet on each side of any' driveway abutting any street in the subdivision. Nothing herein contained shall be so construed as to prevent the necessary alteration of natural drainage for the purposes or construction of a dwelling or out-buildings, provided any such construction shall include adequate means of handling any such drainage interfered with. The drainage easements, if any, as shown on the recorded plat, shall not be disturbed and each lot owner shall keep same clean and free from obstruction.

14. FENCING. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from another lot within the subdivision. No fence or hedge which shall exceed six feet in height shall be erected or maintained without the prior written approval of the Board of Directors of the Property Owner's Association.

15. MAINTENANCE ASSESSMENTS.

Section A. Creation of Lien and Personal Obligation of Assessment. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Property Owner's Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided in the Bylaws of the Property Owner's Association. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, 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 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 shall not pass to his successors in title unless expressly assumed by them.

Section B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and in particular for the maintenance of the roads, sewer and water system within the Subdivision, and, further, for any other obligation which may be incurred by virtue of agreement.

Section C. Certificate of Assessments Due. The Association shall upon demand at any time furnish a certificate in writing signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment thereon stated to have been paid.



Section D. Special Assessments for Capital Investments. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described capital improvements upon any presently existing easement or one created in the future, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. Any such special assessment shall be payable in equal monthly or quarterly installments together with the regular assessment installment over such a period of time as the Board of Directors may deem in the best interest of the owners.

Section E. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots.

Section F. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fee for any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section G. Subordination Of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to a first lien deed of trust or first mortgage, pursuant to a deed of foreclosure or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer, but shall not relieve any owner of personal liability therefore. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

16. DISCRIMINATION. In sale, purchase, use or occupancy of any subdivision lot, no qualification of race, color, creed or sex shall be required, nor shall any person be discriminated against in any manner because of race, color, creed or sex.



17. RESTRICTION ON AMENDMENTS. A majority of the lot owners shall have the right to add to, modify, delete, change or revise, this Declaration of Protective Covenants, at any meeting provided for in the Bylaws of this Association. Provided, however, that for so long as these Declaration of Protective Covenants shall be in effect, Paragraph 6 Mobile, Modular and Temporary Structures may not be amended, deleted or changed.

18. VARIANCE. Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Board of Directors of the Property Owner's Association may allow reasonable variances as to any of the covenants contained in this document. Such variance shall be by written instrument.

19. MANDATORY MEMBERSHIP. Membership in the Property Owner's Association shall be a covenant running with the land, and no property included within these covenants may be withdrawn therefrom. All future conveyances of any property included in these covenants shall be subject to the terms hereof and the Articles and Bylaws of PINE SPRING RANCH Property Owner's Association.

20. APPROVAL OF PLANS.

Section A. Architectural Control Committee.

(i) There is hereby established an Architectural Control Committee consisting of three members. All of the members shall be appointed by the Board of Directors and shall serve at the pleasure of said Board. The vote of a majority of the members shall constitute the action of the Committee.

(ii) No structure shall be constructed, erected, placed, altered, maintained or permitted on any lot nor shall any construction or excavation wheresoever be commenced or materials, equipment or construction vehicles be placed on any lot, until plans and specification with respect thereto, describing the proposed improvements, in manner and form satisfactory to the Architectural Control Committee showing all such Improvements and their location on the lot. All improvements, outbuildings, etc., shall be located on each lot in a location approved by the Committee. All such materials shall be submitted in writing over the signature of the owner of the lot or the owner's authorized agent. The Architectural Control Committee shall have the right to charge persons submitting such plans, other than the Association, a reasonable fee for reviewing each application for approval of the plans and specifications in an amount not to exceed \$50.00.



(iii) All structures shall be of new material, of first class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot, such as trees, shrubs, or streams. Natural settings shall be preserved and remain as nearly as possible in the natural state. It is the property owner's responsibility to locate and mark the property survey pins to insure setbacks from easements and that property lines are maintained per county building codes.

(iv) The following items must be submitted to the Architectural Control Committee before excavation or construction begins on new construction, remodeling, or additions.

1. Building Plans
 2. Roof and siding color and material
 3. Square footage (living area)
 4. Plot or site plan with location of building site indicated
 5. Lot number and street address (available from county planning dept.)
 6. Contractor's name and phone number
 7. A copy of the county building permit (before construction begins)
 8. A copy of San Juan Basin Health Dept. sewage system permit, along with a site plan showing where the septic system and lagoon/leachfield will be located (new construction only).
 9. Description of roadways and culverts that must follow county guidelines.
- Once plans are submitted to the Architectural Control Committee chairperson, the committee shall meet to review your plans and return them to you as promptly as possible. (Committee members are listed in the annual meeting minutes.)

All construction shall be of first class workmanship conforming to acceptable industry standards. All buildings must maintain a rustic and natural atmosphere. Colors must be pleasing to the eye and fit in with the surroundings. All residences shall have a minimum of a 5/12 pitched roof. We recommend at least a 4/12 pitched roof for all outbuildings. All buildings shall conform to subdivision and county building codes. It will be expected that construction will progress to a point where the outside finish material will have been applied within twelve months after starting construction. The Architectural Control Committee must be advised if events beyond your control impede the progress of construction.

Plans submitted should include any lean-to or other attachments which will be made to the building.

Construction areas should be kept as neat as possible. Any long term storage of materials during construction should be kept hidden from general view as much as possible. Campers are permitted on the property during construction for living purposes.

(v) Approval shall be based, among other things, upon conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring



structures and natural features of the property, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Control Committee shall have the right to require and approve landscaping plans. The Architectural Control Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Any change in plans after approval shall require a new submission and approval prior to commencement of construction.

(vi) If the Architectural Control Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within twenty days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in Paragraph 23 hereof. The Architectural Control Committee shall notify the owner in writing upon receipt of all required plans and specifications and the said twenty day period shall commence on the date of such notification.

(vii) Neither the Architectural Control Committee or their respective successors or assigns shall be liable for damages to anyone submitting plans to them for approval, or to any owner of land affected by this declaration, by reason of mistake in judgment negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every owner or other person who submits plans to the Architectural Control Committee for approval agrees, by submission of such plans and specifications that he will not bring any action or suit against the Architectural Control Committee or the Board of Directors of the Association, or any member thereof, to recover any such damages. Approval by the Architectural Control Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the owner or the other person submitting plans to the Architectural Control Committee to comply therewith.

(viii) At the request of the Architectural Control Committee at any time during the duration of these covenants, the Association shall have the right to enforce these covenants pursuant to Paragraph 21 hereof.

21. ENFORCEMENT.

Section A. Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the owners and lessees of every lot and unit on the Property. These covenants, conditions and reservations may be enforced as provided hereinafter by the Architectural Control Committee and as Trustee on behalf of all of the owners of real property within the boundaries of the subdivision and by the Association. Each Owner by acquiring an interest in the



Property appoints irrevocably the Association as his attorney-in-fact for such purposes, provided, however, that if a lot or unit owner notifies the Association in writing of a claimed violation of restrictions and the Association fails to act within thirty days after receipt of such notification, then, and in that event only, an owner may separately, at his own cost and expense, enforce these covenants, conditions and restrictions as herein provided. Violation of any conditions, covenant, restriction or reservation herein contained shall give the Association the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the owner any structure, thing or condition that may be or exists thereon contrary to the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin and prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section B. Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, shall be applicable against every such violation and may be exercised by the Association or lot or unit owners pursuant to Section A of this Paragraph 21.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Association to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any conditions, covenants, restrictions or reservations, and the Association shall not be liable therefore.

Section C. Certificate of Compliance. Upon payment of a reasonable fee not to exceed \$25 00 and upon written request of any lot or unit owner, mortgagee, prospective owner, lessee or prospective lessee of any property covered by these covenants, The Association shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, and setting forth generally whether or not to the best of Association's knowledge said owner is in violation of any of the terms and conditions of these covenants. Said written statement shall be conclusive upon Association in favor of the persons who rely thereon in good faith. Such statement shall be furnished by Association within a reasonable time, but not to exceed ten days from the receipt of written request for such written statement. In



the event the Association fails to furnish such statement within said ten days, it shall be conclusively presumed that there are no unpaid assessments relating to the property, lot or unit, as to which the request was made and that said lot or unit is in conformance with all the terms and conditions of these covenants.

22. PERMITTED USES.

Section A. (i) Permitted Uses. No noxious or offensive activities shall be carried on at any lot, nor shall anything be done or placed thereon which may be, or become, a nuisance or cause unreasonable embarrassment, disturbance or annoyance to the other owners in the enjoyment of their lots or the Common Properties.

(ii) Residential Use. Such lots, and each and every one thereof, are for single family residential purposes only, except as provided for below in 22 A (iii), PSRPOA use. No building or structure intended for or adapted to multifamily dwelling purposes, rental units or commercial activities shall be erected, placed, permitted or maintained on such lots, or any part thereof.

(iii) PSRPOA Use. Land owned, leased or dedicated to community use may be used for the recreation, health, safety, and welfare of the residents of the properties and in particular for the maintenance of the roads, sewer and water system within the Subdivision. Such structures as deemed necessary by a majority of the property owners may be erected on POA land.

(iv) Size of Residence. Each dwelling constructed or placed on a lot shall contain a minimum of 1,200 square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, unfinished basements, or other structures).

(v) Easements. All electric, television, telephone, radio or other utility lines shall be underground except when such placement would impose undue expense and hardship upon the lot owner, in which case, the Board of Directors may, but shall not be required to, grant a variance from this requirement. If a variance is granted, such line or lines shall be placed as unobtrusively as possible and economically feasible, when extended from the lot line to any dwelling or other improvement on a lot. All lots have utility easements as shown on the recorded Plat, for the purposes of constructing, installing, maintaining, repairing and replacing utilities of all kinds, including, water, gas, electric, sewer, telephone, television, radio and other utility lines

(vi) Animals. Small Domestic animals such as dogs, cats, etc may be kept, provided they are not kept, bred, or maintained for any commercial purpose, but for in family use only. In general, no domestic animals totaling more than three generally recognized house or yard pets shall be maintained on any



lot. Variances shall be subject to the approval of the board of directors. All animals must be kept or tethered within the boundaries of the lot, so as not to become a nuisance to other property owners. Any animal waste must be disposed of in accordance with County and State and/or general cleanliness requirements. All lots will allow a buyer to have domestic large animals such as horse, cow and calf privileges, provided that normal sanitary and fencing conditions are maintained, and provided that not more than one large animal, ie, (1) horse, one (1) cow or one (1) calf per acre are kept on any lot. If an owner chooses to keep house or yard pets, or other animals, said owner shall at all times have them under his or her Control whether within the owner's lot or in any other location within the Property. Animals shall not be permitted to roam at will, and at the option of the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and charge substantial fees to their owners for their return. The Association shall have the right to adopt further rules and regulations to enforce this provision. Any violation of this section will be brought to the attention of the Board of Directors, and their decision shall be final.

(vii) Rubbish. No lot shall be used or maintained as a dumping ground for rubbish. No garbage or trash or other waste shall be placed anywhere other than in covered sanitary containers which shall be maintained in good and clean condition. Said containers shall be kept near the residence or in a location not visible from neighboring property or roadways, except on trash pickup days. Containers shall be made from materials which will minimize noise during handling. No waste shall be burned upon any lot, except as permitted in subsection (vii), below. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Association.

(viii) Fire Regulations. All outside open fires, whether for cooking, camping, trash burning or any other purpose, shall be considered **hostile** and **dangerous**. For the safety of the owners and neighbors, all fires shall be continuously attended and in a controlled area to insure containment and so as to guarantee a minimum of smoking and smoldering. Brush Fires should be fifty (50) feet from trees, building structures, and requires notification to adjacent homeowners and the Pine River Valley fire district. A ready source of water must be available. Always adhere to FOREST SERVICE and COUNTY "No Burn" signs and warnings. Trash burning is prohibited..

(ix) Maintenance. A lot and all improvements thereon shall be maintained at all times by the owner in good condition and repair. The owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior conditions shall not be changed without prior approval of the Architectural Control Committee. All appropriate repairs and replacements shall be made as often as necessary.



Unightly conditions shall constitute a nuisance as defined in these covenants and restrictions.

(x) Firearms. There shall be no indiscriminate use of firearms anywhere within Pine Spring Ranch. During hunting season, property owners may shoot from their property into adjoining National Forest land. This means no shooting across roadways, property lines, or in the direction of other lots. Hunting guests must be accompanied by property owner during actual times of hunting. No shooting range type activity is allowed.

(xi) Well Augmentation. Any well drilled shall be for use as stated on individual well permit. Employees of the State of Colorado Division of Water Resources shall have the right at all reasonable times to come upon the lands within the subdivision for the purpose of inspection, study, maintenance and analysis of water use and shall have full authority as provided under the laws of the State of Colorado, but, more specifically the authority to release from storage up to 1.00 acre feet of storage water to exchange for downstream depletion of Beaver Creek.

(xii) Miscellaneous Provisions. (a). No windows may be covered with aluminum foil, or any other highly reflective substance; (b) Natural growth and plantings shall be maintained so as not to become a detriment to adjoining lots; (c) Noxious weeds as addressed in the La Plata County Weed Management and Enforcement plan must be managed in accordance with county mandates.

Section B. Automobile, Boat and Camper Parking. Inoperable motor vehicles, trailers, and truck campers, shall not be kept, placed, repaired or maintained upon any lot, road, private drive for a period in excess of thirty days. Such vehicles, if operable, may be kept in a location not offensive to the neighboring property. The provisions in this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any dwelling or other improvements.

Section C. Signs. No signs whatsoever shall be permitted within any lot, with the exception of those listed below:

(a) Signs required by legal proceedings;

(b) Residential identification signs constructed of materials which are compatible with the architecture of the area, and those shall be subject to the approval of the Architectural Control Committee prior to erection thereof such signs shall not exceed a total face area of two square feet;



(c) Signs of the type usually used by contractors, subcontractors and tradesmen may be erected during the authorized time of construction, provided those signs do not exceed a total face area of six square feet;

(d) For sale signs may be erected upon a lot, provided that no more than one sign is erected and that such sign does not exceed a total face area of six square feet unless otherwise approved in writing by the Architectural Control Committee;

(e) No sign shall exceed a height of four feet from grade.

23. LIMITATION ON ANNUAL ASSESSMENTS. The annual and special assessments shall be in such amounts as are fixed by the Members in the Budget approved at the annual meeting and shall comply with this declaration, and shall otherwise be without limitation.

24. ROAD MAINTENANCE. The roads within the Subdivision are private roads to be maintained by the Association. As provided for in the POA agreement with the Forest Service, portions of Beaver Meadow Road may also be subject to maintenance by property owners.

25. RE-SUBDIVISION PROHIBITED. No lot shall be further subdivided except for the purpose of conveying land to the PSRPOA.

26. LOT CONSOLIDATION. If two or more contiguous lots are owned by the same Owner, such lots may be combined into one lot, provided however, no such consolidation shall decrease the undivided 1/39th share of the assessments attributable to each of said consolidated lots.

27. COLORADO COMMON INTEREST OWNERSHIP ACT. Declarant, by this reference hereby adopts the provisions of "The Colorado Common Interest Ownership Act" as set forth in Title 38, Article 33.3, C. R. S. 1973, as amended. All provisions of the Act shall apply to the Subdivision and the Association, unless waived or varied by the terms of this Declaration. Any provisions of this Declaration not required by the Act shall be in addition to, and not by way of limitation of, the powers, rights, and duties conferred by the Act.

28. INVALIDITY OF ANY COVENANT. If any one or more of these covenants is declared to be invalid by any court of competent jurisdiction, such declarations shall not invalidate the remainder of the covenants and they shall remain in full force and effect.



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7/18/2007 3:13 PM

Linda Daley
Laplata County Clerk

EXECUTED at Bayfield, Colorado this 17 day of July, 2007.

PINE SPRING RANCH PROPERTY OWNERS
ASSOCIATION, INC

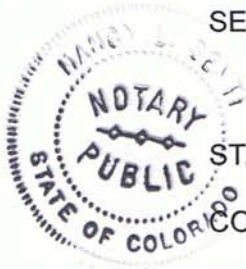
By: Allen Rosenbaum

PRESIDENT

ATTEST:

Nan Bodensteiner

SECRETARY



STATE OF COLORADO
COUNTY OF LA PLATA

The foregoing instrument was acknowledged before me this 17 day of July 2007 by Allen Rosenbaum as President and Nan Bodensteiner as Secretary, of and for PINE SPRING RANCH PROPERTY OWNERS ASSOCIATION, INC.

My commission expires: 9/28/09

Nancy L Senti

NOTARY PUBLIC