

**AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS
OF PINE RIVER RANCHES SUBDIVISION #2**

The undersigned, being a majority of the lot owners of the lots in PINE RIVER RANCHES SUBDIVISION NO. 2 (the "Subdivision"), as the same are shown and designated on the official plat thereof, filed in the office of the La Plata County Clerk and Recorder on May 14, 1971, under Reception No. 364483 (the "Plat"), do hereby adopt, enact and impose upon all of the Lots numbered 1 through 91, inclusive (the "Lots"), in said Subdivision the following Covenants, Conditions and Restrictions, effective as of August 20, 2018.

The original Protective Covenants of Pine River Ranches Subdivision No. 2 dated May 15, 1971 were recorded July 22, 1971 under Reception No. 365586, as amended by the Amended Protective Covenants of Pine River Ranches Subdivision No. 2 dated August 4, 1982 and recorded August 4, 1982 under Reception No. 472427, and the Third Amended Covenants recorded on December 27, 1991 under Reception No. 620886, were replaced by the Fourth Amended Covenants, Conditions and Restrictions of Pine River Ranches Subdivision #2, effective May 11, 2009 and recorded May 22, 2009 under Reception No. 996491. All documents referenced in this paragraph shall be referred to as the "Prior Covenants".

These Amended and Restated Covenants, Conditions and Restrictions of Pine River Ranches Subdivision #2 (the "Covenants") hereby restate and replace in their entirety all of the Prior Covenants. The reservation of rights-of-way created and reserved under the Supplemental Protective Covenants and Reservation of Ditch Right-of-Way recorded August 16, 1971 under Reception No. 366115 remains in full force and effect.

The following Covenants shall apply to each and every Lot, shall be binding upon and inure to the benefit of all Lot owners, their successors in interest and assigns, and are adopted for the purposes of the protection and benefit of all of the Lots and Lot owners, and to ensure orderly development and compatibility of on-going use of the property. They are implemented in accordance with duly enacted Bylaws, Statement of Policies and Procedures, Rules, Regulations and Guidelines approved by the Pine River Ranches Landowners Association, Inc. (the "Association") or its Board of Directors. All Lots when sold shall be sold and conveyed subject to these Covenants, which are as follows:

1. These Covenants are to run with the land and be binding upon all parties and all persons claiming under them in perpetuity or until terminated in accordance with law. These Covenants may be amended at any time by the affirmative vote of the then record owners of a majority of the Lots in the Subdivision, each Lot being entitled to one vote.
2. If the owner or owners of any Lot or Lots, or their grantees, successors in interest or assigns, shall violate or attempt to violate any of the Covenants herein provided, any person or persons owning any real property in said Subdivision, or the Association, have the right to call

each misuse to the attention of the misuser and to prosecute any action in the proper court to enjoin such party from violation of such Covenant, or to recover damages for such violation including costs and attorney fees incurred in the pursuit of such action for such violation, or both.

3. All Lots in the Subdivision, except Lot No. 91, are hereby designated residential lots. No structures shall be erected, altered, placed or permitted to remain on any Lot except single family residences, and buildings related thereto. No mobile, modular, or manufactured home shall be placed or installed on any Lot, whether as the primary residence or as guest quarters.

4. Adjacent Lots may be combined into one with appropriate governmental approval by the authority of La Plata County. Lots numbered 36, 50, 76, 77, 78, and 79 may be further subdivided, but only with appropriate governmental approval by the authority of La Plata County.

5. Lot No. 91 is designated as a community park, is presently owned by the Association as Trustee for all the owners, and shall be administered and maintained and the use thereof controlled in accordance with the Rules and Regulations of said Association and at the discretion of the Board of Directors of the Association.

6. No more than two residences, consisting of one principal residence with an appurtenant guest house, and appropriate outbuildings such as garage, storage shed, wood shed, and stables shall be erected on each Lot.

7. Notwithstanding anything else herein contained, these Covenants shall not operate to limit or restrict any and all rights and interests in oil, gas, coal, and other mineral rights, and the rights of exploration and development thereof, including the reservations contained in the U. S. Patent recorded February 29, 1889, in Book 23, at Page 265, except that any visible structure maintained in connection with such development shall be as minimal as possible.

8. No principal residence shall be erected upon a Lot within the Subdivision unless such residence shall have at least 800 square feet for a single-story dwelling, or 700 square feet on the ground floor of a multi-story dwelling, such area to apply to enclosed and heated household living area, exclusive of open porches and garages. A guest facility, if constructed appurtenant to the principal residence, shall have at least 600 square feet for a single-story dwelling or 500 square feet on the ground floor of a multi-story dwelling.

9. No building or structure shall be erected within fifteen (15) feet of any lot line and the front set-back for the principal residence shall be not less than forty (40) feet from the front lot line.

10. The exterior of all buildings on all lots shall be completed within twelve (12) months

of start of construction thereof.

11. Each person constructing a building, or water or sanitary facilities, upon any Lot shall comply with applicable State and County building codes. Sanitary disposal facilities shall meet the required standards of the appropriate State and County authorities for installation and maintenance and shall comply with these Covenants.

12. No outdoor toilets shall be erected or maintained upon any Lot at any time. During construction, temporary rental sanitary toilet units will be permitted.

13. Natural trees and vegetation shall be reasonably preserved, and shall not be removed except to the extent reasonably necessary in the construction of buildings, access routes and landscaping. Diseased or dead vegetation, or that which poses a danger to existing structures, may be trimmed or removed at any time. Property owners may also create and maintain fire-defensible areas around their structural improvements in accordance with an appropriate plan sanctioned by the Upper Pine River Fire Protection District or other agency of competent jurisdiction.

14. For purposes of these Covenants, the term “recreational vehicle” shall include any travel trailer, motorhome, campervan, caravan, fifth-wheel trailer, pop-up camper, truck camper or similar vehicle containing living quarters designed for temporary accommodation. No recreational vehicle shall be permitted on any Lot within the Subdivision with the following exceptions:

(a) Any Lot owner who has constructed a permanent dwelling on his property in conformity with the Protective Covenants shall be permitted to park a recreational vehicle on his Lot for his personal use. Any such vehicle shall have its wheels attached at all times and shall be not more than eight (8) feet wide and not more than forty (40) feet long. Such owner may permit a guest to park such a vehicle on his Lot for temporary use not to exceed ninety (90) days in any one calendar year.

(b) Any Lot owner who desires to live on his Lot, to supervise and/or assist in the construction of a permanent residence in conformity with the Protective Covenants shall be permitted to place a recreational vehicle on his Lot during the construction period; however, such recreational vehicle being used as a residence shall not remain on any Lot for a period in excess of two (2) years, and shall be connected to an appropriate sanitary septic facility and water supply.

(c) Any vacant Lot owner or his guest shall be permitted to bring a recreational vehicle onto his vacant Lot for vacation purposes, provided said recreational vehicle does not remain on the Lot for a period greater than one hundred eighty (180) days per calendar year, and that no permanent improvements other than a well, septic system and other utility lines are constructed

on said Lot. After the removal of the recreational vehicle at the end of the vacation period, no temporary or permanent structures, except as herein provided, shall remain on said Lot.

15. All livestock and animals kept on a Lot by any person shall be reasonably and adequately restricted, confined so as not to wander at large upon property other than the Lot of the owner, or property where the animals are kept with the consent of the owner of that property and controlled so as not to be a nuisance to neighbors or other Lot owners. La Plata County regulations with regard to ownership, maintenance, and control of animals shall control.

16. No rubbish, trash, or other unsightly material shall be maintained on the property. No materials shall be stored on the property except construction materials intended for use upon the Lot upon which the same are stored or materials which are neatly stacked and not in clear view from the road or nearest neighbor or in an enclosed building.

17. No unused or inoperative vehicles, equipment or machinery shall be kept or stored on any Lot except in a closed garage or building. An “unused vehicle” shall be defined as any vehicle or vehicular machine, which has not been driven under its own power for a period of thirty (30) consecutive days or longer except for vehicles allowed under Paragraph 14.

18. No commercial activity which is in violation of the zoning laws, codes, and regulations concerning such use promulgated by La Plata County shall be conducted on any Lot.

19. Prior to installing improvements above the surface of the ground upon any Lot, each owner shall submit plans and a description of the exterior design and material to the Design Committee composed of Lot owners, for approval; and the same shall be deemed approved unless reasons for non-approval are furnished to the owner in writing within thirty (30) days of the date of submission. The Design Committee will evaluate submittals in accordance with applicable guidelines as set forth in the Rules, Regulations and Guidelines.

20. The exterior of each building shall be completed within one (1) year of the commencement of construction of such building, and the exterior of all buildings shall conform to the rustic wilderness setting of the property. The exterior of out-buildings shall conform in construction material and finish to the exterior of the main dwelling unless a variance is approved by the Design Committee referred to above.

21. No owner of a Lot within any Subdivision to which these restrictions are applicable shall deny access for fishing purposes to any stream or natural water, to the owner of any Lot within this Subdivision or their guest; such access is allowed along the 30 foot fishing access easement shown on the Plat. There is no easement on the east side of the river nor between river front lots.

22. No one acting in his or her capacity as a Board of Directors member or Committee member shall be individually liable for acts or decisions or the results thereof made in that capacity and within the parameters of these Covenants, Bylaws, Policies and Procedures, Rules, Regulations and Guidelines for any costs incurred.

23. All owners of Lots shall have the legal right and obligation to be members of the Association, which is a nonprofit corporation duly formed under the laws of the State of Colorado. By consent or acceptance of a deed, other conveyance or by entitlement of operation of law, each owner shall become a member of the Association.

24. The Board of Directors shall, each year, prepare a budget not exceeding the bona-fide estimates of revenues for the coming year plus a reasonable contribution to reserves in accordance with Bylaw 2.7. Any work undertaken on behalf of the Association must be approved in advance by the Board of Directors, who shall require that costs for labor and materials be clearly set forth

25. The Board of Directors of the Association shall elect a board member to act as Treasurer. The Treasurer shall keep true and accurate records of all revenue and expenses during the Association's fiscal year and shall deliver by mail, hand delivery, or by electronic means a written copy to all members of the Association no less than ten (10) days nor more than fifty (50) days prior to the annual meeting.

26. The Association shall levy and collect assessments in accordance with the Association Bylaws for the purposes of promoting the recreation, health, safety, and welfare of the residents and owners of Lots; for prudently conducting the business of the Association; for continuous maintenance of the bridge and roads within and providing access to the Subdivision; and the lake and land which it holds as Trustee for the owners. Each annual assessment will be based on the adopted budget for the pertinent year.

Annual assessments may be apportioned among lots based on the following three-tier structure, as set forth in the Bylaws:

- (a) unimproved lots
- (b) improved lots with seasonal residence
- (c) improved lots with continuous residence.

Assessments shall be payable annually and shall be due January 1st of each year

The Association also imposes a non-recurring assessment for any and all improvements

requiring a building permit, in an amount determined from time-to-time by the Association, and memorialized in the Bylaws. This non-recurring assessment is commonly known as “the Road/Bridge Impact Fee”, and is collected to defray additional road and bridge maintenance costs which result from heavy construction traffic.

The assessments shall be a charge on the land and the Association shall have a lien upon each Lot for the amount of any unpaid assessment plus the costs, interest, and attorney fees of foreclosing the lien which shall be enforceable against the Lot. Such assessments and cost of collection and associated costs as established by the Board of Directors shall also be the personal obligation of the person or persons who are the owner (s) of the Lot at the time such assessment becomes due and payable to the Association.

The lien of the assessments shall have the priority established by paragraph 38-33.3-316, C.R.S., as it may be amended from time to time. No sale or transfer shall relieve the personal liability of the owner for delinquent payments nor shall it relieve the Lot from liability for any assessments thereafter becoming due or from the lien thereof.

27. The owner(s) of any Lot where surface water is normally present shall manage such surface water in a manner that does not inundate or otherwise negatively affect other properties. If the Board of Directors receives a complaint about any violation of this covenant and said owner(s) do not correct the problem in a timely manner, the Board of Directors may abate the problem and bill the owner(s) for the same. “Surface waters” shall be defined as a pond or irrigation ditch, but not the river or a drainage ditch.

28. In recognition of its critical role to the Subdivision and associated outlying properties, the following requirements are mandated for any vehicular traffic of more than two (2) axles and exceeding ten thousand (10,000) pounds using the Association’s bridge across the Los Pinos River. Owners, and the owners of outlying properties who use the bridge, are responsible for any damages they may cause to the bridge, and the damages caused by their contractors or other invitees who use the bridge. The Association may adopt reasonable Rules regarding the use of the bridge by Owners and their invitees, which Rules may require evidence of insurance.

29. Invalidation of any of these Covenants shall in no way affect the validity of the other provisions, which shall remain in full force and effect. These Covenants are implemented through the duly enacted Bylaws, Policies and Procedures, Rules, Regulations and Guidelines as duly amended from time to time by the Association and its Board of Directors.

IN WITNESS WHEREOF, the undersigned President of the Pine River Ranches Landowners Association, Inc. certifies that these Covenants were approved by the affirmative vote of more than fifty percent (50%) of the votes in the Association, as reflected in the * minutes of the ** meeting / written ballots on file in the offices of the Association, and executes this Amended and Restated Covenants, Conditions and Restrictions of Pine River Ranches No. 2 on the date set forth below.

PINE RIVER RANCHES LANDOWNERS ASSOCIATION INC.

By:

James Clay, President