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MICROFILM # 413441

RECEIVED SEPT 30, 1977 AT 3:50 O'CLOCK P M

RECEPTION NO 413441 AVIS HASBIS RECORDER

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
DURANGO WEST MOBILE AND MODULAR HOME
SUBDIVISION FILING NO. ONE
AND
SUBSEQUENT FILINGS

PART A. PREAMBLE:

A-1. On this 30th day of September, 1977 for the purpose of protecting the present and future property values of the properties located in the County of La Plata, Colorado, the undersigned owners and developers of said properties hereby place the following restrictions on the use of said properties.

PART B. MEMBERSHIPS, ASSESSMENTS AND VOTING RIGHTS:

B-1. Each lot shall be accompanied by a voting and assessable membership in Durango West Property Owner' Association, a Colorado Nonprofit corporation, hereafter called the "Association". The memberships in said Association shall consist of class A and class B memberships:

Class A Membership. One such membership shall be issued to the owners and developers of the property for each unsold lot within this Subdivision Filing No. One and such other supplementary filings as may hereafter be filed pursuant to the authority hereinafter reserved with respect to the annexation of additional properties to this subdivision. Each such class A membership shall be entitled to three votes in the Association and, for purposes of assessment, each membership shall be assessed at a rate equal to 25% of the assessments levied against Class B memberships.

Class B Membership. One such membership shall be issued to each owner or contract purchaser of a lot within this Subdivision Filing No. One as well as such supplementary filings as may be hereinafter filed in accordance with the authority hereinafter set forth concerning the annexation of additional properties to this subdivision. Each class B membership shall be entitled to one vote in the Association and shall be subject to assessments, from time to time, as determined by the Association.

Memberships in the Association shall be appurtenant to and inseparable from individual lots within the subdivision and the ownership of a lot shall automatically result in the issuance of an appropriate membership to the owner of said lot and shall render said owner automatically liable to the assessments as levied by the Association from time to time; provided, however, upon the sale of a lot by the owners and developers to an individual lot owner, the Class A membership previously owned by said owners and developers with respect to said lot shall be surrendered to the Association and shall be cancelled and a Class B membership shall be issued in lieu thereof to the lot owner or purchaser.

B-2. The Association shall be responsible for the maintenance of all parks, playgrounds, buffer zones, storage areas and other areas designated for the use of all residents of the Durango West Mobile and Modular Home Subdivisions. By-Laws for the Association will be developed, changed and enforced by the members of the Association. Lot owners must retain their membership while owners and abide by the Articles of Incorporation, By-Laws, and rules and regulations of said Association.

B-3. The developers of Durango West Mobile and Modular Home Subdivisions shall build and maintain all facilities within the designated open spaces and parks in the Subdivision Filing No. One until such time as 50% of the lots, plus one, have been sold to other voting members in the Association. Thereafter, the developers of Durango West Mobile and Modular Home Subdivisions shall vote and pay assessments only on that number of the platted lots remaining in their ownership and for which class A memberships have been issued.

PART C. AREA OF APPLICATION AND AUTHORIZATION TO ANNEX
ADDITIONAL LANDS:

C-1. All lots in the Durango West Mobile and Modular Home Subdivisions Filing No. One, EXCEPT the tract designated as "Convenience Center", shall be subject to these covenants, conditions and restrictions. The aforesaid "Convenience Center" may be used for normal business purposes.

C-2. This subdivision filing is one of a series which may be constructed under a common plan by Durango West Mobile and Modular Home Subdivisions. Real property other than that described in Durango West Mobile and Modular Home Subdivisions Filing No. One may be annexed to this subdivision and become a legal inclusion to the area regulated by this Declaration through the filing of a supplementary subdivision plat and the filing and recording of a supplementary Declaration of Protective Covenants, Conditions and Restrictions expressly making such additional lands subject to the terms, provisions and conditions herein contained. Such additional lands as may be annexed hereto may be subject to this Declaration or, at the election of the owners and developers, may be made subject to separate Declarations of Protective Covenants, Conditions and Restrictions. Owners of subdivided lots within such annexed lands may be required to become members of the Association hereinabove referred to or, at the option of the owners and developers of said additionally annexed lands, such subsequent owners may become members of a separate association to be formed for essentially the same purposes set forth herein.

PART D. RESIDENTIAL AREA COVENANTS:

D-1. No building, fence, wall, siting or skirting of mobile or modular home or other structure shall be commenced, erected or maintained on, or shall any addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, location and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by an Architectural Control Committee composed of the developer of the subdivision, and any others so appointed by the developer to serve in that capacity. The Committee shall have the right to refuse to approve any such plans or specifications or grading plan which are not suitable or desirable, in its opinion, for the aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the use and suitability of the proposed building or structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony of the outlook from the adjacent neighboring property.

D-1A. The Committee's approval or disapproval, as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

D-1B. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

D-1C. Structures with permanent foundations shall be a ground floor area of not less than 800 square feet, or no less than 700 square feet for the main or upper story of a bi-level dwelling. Once construction shall have been started on any dwelling, structure or fence, the exterior shall be completed within nine (9) months. Skirting of home to be completed within 60 days of siting of home.

D-1D. The following lots are hereby reserved for mobile or modular units which have an exterior dimension not less than twenty feet (20') x thirty-six feet (36'), or any structure permitted by D-1C of this Declaration:

- All of Block One (1),
- All of Block Two (2),
- All of Block Four (4),
- All of Block Five (5),
- Block Three (3), Lots Six (6) and Seven (7)
- Block Ten (10), Lots Five (5) and Six (6).

D-2. Each lot in the subdivision shall be occupied for residential purposes only, by a mobile, modular or conventional home. Any exceptions shall have the express written consent of the Home Owners' Association.

D-3. No mobile home proposed to be located on a lot shall be more than three (3) years old on the date it is so located on the lot without the approval of the Architectural Committee.

D-4. Any mobile or modular home must have minimum size of no less than 12 feet by 46 feet.

D-5. No basement house, tent, shack, garage, barn, trailer, or prefabricated structure or any out-building shall be occupied or used as a residence, temporarily or permanently, EXCEPT, that one legally licensed recreation vehicle or motor home may be used as a seasonal residence up to, but not exceeding, 30 days annually, if no permanent residence is constructed on the lot.

D-6. No noxious or offensive trade or activity shall be conducted upon any lot. No undue noise is permitted by residents in any part of the subdivision, such as target practice, noisy muffled motor vehicles (including two and three wheeled motorbikes or motorcycles) or any other noise which unduly disturbs the peace of the neighborhood.

D-7. No hanging of laundry will be permitted outside the homes, except in the event that a solid fence is constructed to completely hide the laundry.

D-8. No lot, as platted, shall be subdivided for the purpose of making two or more lots. No more than one residence shall be permitted on any single lot.

D-9. Fencing, when provided, shall meet the following criteria:
TYPE: Preferably wooden, but redwood 4" x 4" post and rail with chain link is permitted. Brick and rock may also be used. LOCATION: Ten feet (10') back from front property line. HEIGHT: A maximum of six (6') feet.

D-10. PARKING, OFF-STREET: (No On-street allowed). QUANTITY: Three (3) spaces per lot; each space being 10 x 20 feet. Tandem parking is permitted.

MATERIAL: Base should be either gravel, asphalt or concrete. Gravel should be curbed with 2" x 6" or greater, wooden material or concrete.

LOCATION: Any accessible location on the lot – prefer to discourage any location requiring cutting of trees.

D-11. STORAGE ENCLOSURE:

Outdoor storage enclosures shall be constructed primarily with wood exterior or a standard storage enclosure shall be used or an equal product.

D-12. OUTDOOR STORAGE:

AUTOS: All vehicles stored on the lot shall have a current year license and safety inspection tag.

Campers, trailers, boats and similar towed vehicles or any motor vehicles shall not be stored on lot at such time when a common storage area is provided.

Other materials not a part of the natural or typical landscape shall not be stored within view of any adjacent lot. Such materials may only be stored behind solid fencing and shall not exceed a total volume of 200 cubic feet. (Constructions materials exempted during active on-site construction.)

Trash containers shall be kept within an enclosure which screens them from view from adjoining lots or public ways. All trash shall be removed from the lot at least once every fourteen (14) days.

D-13. STREET LIGHTING:

Lighting along the street located on individual lots shall conform to a standard selected by the Architectural Control Committee.

D-14. GARAGE/CARPORTS:

Standards shall be as follows: Units shall be set back from property lines as follows:

- Front - 10 feet
- Side - 5 feet (less, if approved by adjacent property owners)
- Rear - 5 feet.

Material is to be of wood exterior and colors used shall be compatible with other major structures on the lot (mobile home).

D-15. SITING OF MOBILE/MODULAR HOMES:

Units shall be sited to the extent practical, parallel with the contours and with limited distruption to existing vegetation.

In no event shall any portion of any mobile home or other structure be erected over any easements.

All units shall be set on a foundation which meets local building code criteria.

Occasionally, it may be necessary to transgress upon an adjacent lot for the purpose of siting a home. In that event, the Architectural Control Committee may use its discretion to accomplish said siting with regard to protecting said property, and restoring it to its natural state.

D-16. LANDSCAPING:

The natural vegetation shall be preserved to the extent practical. Trees should not be cleared unless absolutely necessary to allow for siting of the housing unit.

D-17. PET RULES AND REQUIREMENTS:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that a maximum of 2 dogs or 2 cats, or other household pets may be kept, at any one residence, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets shall be subject to the following:

1. Any dog or cat, when not inside a home, must be kept within the confines of a fence, as per fencing regulations. Droppings must be picked up, wrapped in paper, and placed in the trash, daily.
2. No pet will be permitted to cause any disturbances such as barking, snarling, growling, etc. which would create undue annoyance to neighbors.
- 3.

D-18. WILDLIFE:

That State of Colorado Wildlife Department shall not be held liable for any damages within said subdivisions caused by wildlife.

D-19. Each landowner shall retain one membership per lot in the Durango West Property Owners' Association, a Not-for-Profit corporation. Assessments by the corporation for maintenance of common areas of the subdivisions will be promptly paid by lot owners. By-Laws, rules and regulations promulgated by the corporation will be strictly observed and followed by lot owners.

D-20. When, if ever, the developers provide a central gas system to the subdivisions, the lot owners will promptly connect thereto, and be subject to such tap fees and rates as required. (This, of course, will not apply to homes which are "all-electric".)

D-21. Should developers initiate a taxing district, or districts, for sewer, water, roads or other improvements, then lot owners will support same as required by developers.

D-22. At the request of the Durango West Home Owners' Association, the developers shall have the option to turn over ownership of the sewer and water systems to said Association at such timer as said systems are determined to be financially self-sustaining, provided, said systems are not sold to a taxing district.

GENERAL PROVISIONS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date of these covenants when recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of the majority of the lots in said subdivision has been recorded agreeing to the change in said Covenants in whole or in part; provided, however, that at any time hereafter the then owners of the majority of the lots in said subdivision may change, alter or amend these protective covenants in whole or in part by recording an instrument signed by said owners and setting forth said change or amendment.

Enforcements shall be by proceedings at law, or in equity, against any person or persons violating or attempting to violate any covenant either to restrain violation, or to recover damages.

Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, COLORADO WEST OF DURANGO, INC., has caused its corporate name to be hereunto subscribed by its PRESIDENT, and its corporate seal to be hereunto affixed by its SECRETARY by the day and year first above written.

COLORADO WEST OF DURANGO,

INC.
(CORPORATE SEAL)

By: _____
WILLIAM A. JENKINGS, PRESIDENT
ATTEST:

DON R. WHEAT, VICE-PRESIDENT AND
SECRETARY

Reception # 618260 Linda Daley, Recorder
Recorded at 8:55 o'clock AM on Oct. 31, 1991

State of Colorado
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DURANGO WEST ONE, f/k/a DURANGO WEST
MOBILE AND MODULAR HOME SUBDIVISION
FILING NO. 1, PINETOP NO. 1 AT DURANGO WEST,
AND WOODRIDGE NO. 1 AT DURANGO WEST

This Amended Declaration of Covenants, Conditions and Restrictions for DURANGO WEST ONE (hereinafter referred to as the “subdivision”) is made on this 1st day of November, 1991, by the undersigned, representing a quorum of the owners of Lots and Dwellings in said subdivision.

RECITALS

WHEREAS, the undersigned representing a quorum of the owners of Lots and Dwellings in the subdivision: and

WHEREAS, the Declaration of covenants, Conditions and Restrictions of the subdivision that are of record provide that they may be amended in whole or in part by an instrument signed by a quorum of the owners of Lots and Dwellings in the subdivision: and

WHEREAS, the existing Covenants, Conditions and Restrictions of record, including amendments thereto and subsequent filings that are of record, encumber the property formerly known as Durango West Mobile and Modular Home Subdivision Filing No. 1, Pinetop No. 1 at Durango West and Woodridge No. 1 at Durango West, except the tract designated as “Convenience Center”. Pursuant to plats recorded in the records of the La Plata County Clerk and, Recorder’s Office under Reception Nos. 407401, 439368, 439369.

WHEREAS, the undersigned wishes to amend the Declaration of Covenants, Conditions and Restrictions that are of record with regard to the above described property, in their entirety, EXCEPT the easements as described in all documents or record related to the above described property shall be unaffected by this Amended Declaration.

NOW, THEREFORE, the undersigned hereby declares that all of the above described real property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in the Amended Declaration, which shall amend all previous declarations and amendments thereto in their entirety, which are for the purpose of protecting the value of desirability of and which shall run with the said real property and be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Reception # 618260

ARTICLE I
DEFINITIONS

1.1 “ARCHITECTURAL COMMITTEE” means the committee established by the Board pursuant to Section 2.4 of this Declaration.

1.2 “ARCHITECTURAL COMMITTEE RULES” means the rules adopted by the Architectural Committee, as the same may be amended from time to time.

1.3 “ARTICLES” means the Articles of Incorporation of the Association have been or will be filed with the office of the Secretary of State of the State of Colorado, and as such Articles may be amended from time to time.

1.4 “ASSESSMENTS” means the General, Special and/or Extraordinary Assessments levied and assessed pursuant to Article IV of this Declaration.

1.5 “ASSOCIATION” means the Colorado nonprofit corporation to be organized to administer and enforce the Project Documents and to exercise the rights, powers and duties set forth therein, and its successors and assigns. The undersigned has, or intends to, organize the Association under the name of the Durango West Property Owners Association.

1.6 “ASSOCIATION RULES” means the rules and regulations adopted by the Association, as such rules may be amended from time to time.

1.7 “BOARD” means Board of Directors of the Association.

1.8 “BYLAWS” means the bylaws of the Association, as such bylaws may be amended from time to time.

1.9 “COMMON AREAS” means all real property, and all Improvements located thereon, owned by the Association for the common use and enjoyment of Owners.

1.10 “DECLARATION” means the covenants, conditions and restrictions herein set forth in this entire document, as such Declaration may be amended from time to time.

1.11 “DWELLING” means any building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

1.12 “EXTRAORDINARY ASSESSMENTS” means any assessments levied by the Association pursuant to Section 4.3 of this Declaration.

1.13 “FIRST MORTGAGE” means any mortgage or deed of trust on a Lot which mortgage or deed of trust has priority over any other mortgage or deed of trust on the same Lot.

Reception # 618260

1.14 “FIRST MORTGAGEE” means the holder of any First Mortgage.

1.15 “GENERAL ASSESSMENT” means the assessments levied by the Association pursuant to Section 4.2 of this Declaration.

1.16 “IMPROVEMENT” means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

1.17 “LOT” means any parcel of real property designated as a Lot on the Plat.

1.18 “MEMBER” means any person, corporation partnerships, joint venture or other legal entity who is a member of the Association.

1.19 “MOBILE HOME” means any manufactured dwelling unit that is constructed or manufactured in a location other than on the actual Lot within the subdivision where the home is to be situated that is capable of obtaining a separate title as a motor vehicle under the laws of the State of Colorado and commonly would have axles capable of having wheels placed thereon for locomotion to the Lot from its place of manufacture or storage.

1.20 “MODULAR HOUSING” means any dwelling unit that is constructed or manufactured in a location other than on the actual Lot within the subdivision where the home is to be situated, not including mobile homes. Manufactured or constructed in another location shall include manufacturing or construction of portions of units that are moved to the site and placed together for the final product. However, the mere construction of trusses or wall framed sections at another location shall not constitute a modular home.

1.21 “OWNER” means the record owner, whether one or more persons or entities, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include (i) persons or entities having an interest in a Lot merely as security for the performance of an obligation, or (ii) a lessee or tenant of a Lot. Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contact to convey, and agreement for sale or any similar contract through which a seller has conveyed to a purchaser equitable title in a Lot under which the seller is obligated to convey to the purchaser the remainder of seller’s title in the Lot, whether legal or equitable, on payment in full of all monies due under the contract. Owner shall not include a purchaser under a purchase contract and receipt, escrow instruction or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction.

1.22 “PLAT” means the plat or the totality of all plats that have been recorded for the properties that are described on page 1 of this Declaration with the county clerk and recorder of La Plata County, Colorado, as such may be amended from time to time.

Reception # 618260

1.23 “PROJECT DOCUMENTS” means this Declaration and the Articles, Bylaws and Association Rules.

1.24 “PROPERTY” OR “PROJECT” means the real property described on page 1 of this Declaration, together with all buildings and other improvements located thereon, and all easements, rights and appurtenances belonging thereto.

1.25 “PURCHASER” means any person, who by means of a voluntary transfer, becomes the owner of a Lot.

1.26 “SITE BUILT HOUSING” means any dwelling unit that is constructed on a Lot site and shall expressly exclude mobile homes or mobile housing as defined herein in Paragraph 1.19 and modular housing as defined in Paragraph 1.20.

1.27 “TYPE A LOTS” means those Lots originally designated in the plat for Durango West Mobile Modular Home Subdivision filing No. 1, pursuant to Reception No. 407401 of the records of the LaPlata County Clerk and Recorder, LaPlata County, Colorado.

1.28 “TYPE B LOTS” means those Lots originally designated in the plat for Pinetop No. 1 at Durango West, recorded at Reception No. 439369 of the records of the La Plata County Clerk and Recorder, La Plata County, Colorado.

1.29 “TYPE C LOTS” means those Lots originally designated on the plat of Woodridge No. 1 at Durango West, the plat of which was recorded at Reception No. 439368 of the records of the La Plata County Clerk and Recorder, La Plata County, Colorado.

1.30 “VISIBLE FROM NEIGHBORING PROPERTY” means, with respect to any given object, that such object is or would be visible from any Lot or common Area or from any part of any residence or other structure located thereon.

ARTICLE II

THE ASSOCIATION

2.1 **RIGHTS, POWERS AND DUTIES.** The Association shall be a nonprofit Colorado corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, bylaws and this Declaration, together with such rights, powers, and duties as may be reasonable necessary to effectuate the objectives and purposes of the Association as set forth in this Declaration.

2.2 **BOARD OF DIRECTORS AND OFFICERS.** The affairs of the Association shall be conducted by a board of directors and such officers and committees as the board may elect or appoint, in accordance with the Articles and Bylaws. No member of the Board or of any committee of the Association, no officer of the Association, and no manger or other employee of the Association shall be personally liable to any member, or to any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on

Reception # 618260

account of any act, omission, error, or negligence of the Association, the Board, the manager, any representative or employee of the Association, or any committee, committee member or officer of the Association; provided, however, the limitations set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

2.3 ASSOCIATION RULES. The Members may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations. The Association Rules may restrict and govern the use of any area by any Owner, the family of such Owner, or by any invitee, licensee or lessee of such Owner. The Association Rules may also set forth guidelines and procedures for requesting approvals from the Members which are required by this Declaration and may establish fees for the processing of such request. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be available for inspection by the Members at reasonable times. Upon adoption by the Members, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

2.4 ARCHITECTURAL COMMITTEE. The Board shall establish an Architectural Committee consisting of not less than three (3) members appointed by the Board to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration, or the Board.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 IDENTITY OF MEMBERS. Membership in the Association shall be limited to property owners of record. An owner, upon payment of a membership fee (if herein approved) shall be a member of the association, and shall remain a member of the association until such time as his ownership ceases for any reason, at which time his membership in the association shall automatically cease.

3.2 CLASSES OF MEMBERS. There shall be two separate classifications of Membership within the Association designated as Class A memberships and Class B Memberships and the voting rights, responsibilities for assessments and definitions of ownership shall be as follows:

Class A Memberships. One such membership shall be issued to the owners and developers of each lot within the subdivision with a completely constructed and hooked-up dwelling situated upon it. Each such Class A Membership shall be entitled to two votes in the Association and, for purposes of assessment, each membership shall be assessed the full rate of assessment.

Class B Membership. One such membership shall be issued to each owner or contract purchaser of a lot within the subdivision. Each Class B Membership shall be entitled to one vote in the Association and shall be subject to the full rate of assessment.

3.3 VOTING. In all matters which shall be presented for a vote of the members, each member shall be entitled to the respective number of votes attributed to the type of

Reception # 618260

membership involved. The presence in person or by proxy of the holders of sixty-seven percent of the membership then in existence shall be requisite and shall constitute a quorum for the transaction of all business. The acts approved by sixty-seven percent of the members present at a meeting at which a quorum is present shall constitute the acts of the members.

3.4 JOINT OWNERSHIP. When more than one person is the Owner of any Lot or Lot with Dwelling all such persons shall be members. The vote for such Lot or votes for such Lot with Dwelling shall be exercised as they among themselves determine, but in no event shall more than one ballot with respect to any Lot or two ballots with respect to any Lot with Dwelling be cast. The vote for each such Lot or votes for each such Lot with Dwelling must be cast as a unit, and fractional votes shall not be allowed. In event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot or casts ballots representing a certain Lot with Dwelling, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot or Lot with Dwelling. In the event more than one ballot is cast for a particular Lot with Dwelling, none of said votes shall be counted and said votes shall be deemed void.

3.5 CORPORATE OR TRUST OWNERSHIP. In the event any Lot or Lot with Dwelling is owned by a corporation, partnership, association or trust, the same shall designate in writing at the time of acquisition of the Lot or Lot with Dwelling the individual who shall have the power to vote the membership, and in the absence of such designation and until such designation is made, the president, general partner or trustee of such corporation, partnership, association or trust shall have the power to vote the membership.

3.6 SUSPENSION OF VOTING RIGHTS. If any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of the Project Documents for a period of five (5) days or if any Owner violates any other provision of the Project Documents and the violation has been given to the Owner, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including accrued interest and attorney's fees, are brought current, and all other infractions of the Project Documents are corrected.

ARTICLE IV

ASSESSMENTS

4.1 CREATION OF PERSONAL OBLIGATION. Each Declarant, for each Lot or Lot with Dwelling owned by it, hereby covenants and agrees and each Owner (other than a Declarant) of a Lot or Lot with Dwelling, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot or Lot with Dwelling, is deemed to covenant and agree to the Rules and Bylaws of the Association.

4.2 GENERAL ASSESSMENT. Without the affirmative vote or written consent of Owners representing sixty-seven percent (67%) of the votes in the Association, the

Reception # 618260

General Assessment for any fiscal year of the Association after the first fiscal year shall not be greater than ten percent (10%) of the original General Assessment for the fiscal year first following the recording of this Amended Declaration.

4.3 EXTRAORDINARY ASSESSMENTS. In addition to any other Assessment authorized by this Declaration, the Association may levy an Extraordinary Assessment against an Owner for the following expenses:

- (a) Any expenses caused by the misconduct of such Owner;
- (b) Any expense incurred by the Association pursuant to Section 8.1 of this Declaration as a result of the Owner's failure to perform his duties and obligations under this Declaration;
- (c) Any expense incurred by the Association pursuant to Section 8.1 of this Declaration for the maintenance, repair or replacement of any portion of the property the Association is obligated to maintain which is the result of any willful or negligent act of an Owner, his family, guests, tenants, invitees or animals;
- (d) All costs incurred by the Association in enforcement of the provisions of the project Documents against an Owner, including but not limited to, attorney's fees and court costs.

4.4 DATE OF COMMENCEMENT OF GENERAL ASSESSMENT; DUE DATES. The General Assessments shall commence on the date first set by the Members. The Members shall set the fiscal year of the Association in a manner it deems prudent. The Members may require that the General Assessment be paid in installments and in such event the Members shall establish the due dates for each installment.

ARTICLE V

PERMITTED USE AND RESTRICTIONS

5.1 RESIDENTIAL USE. All Lots shall be used, improved and devoted exclusively to residential use. No noxious or offensive trade or activity shall be conducted upon any lot. No undue noise is permitted by residents in any part of the subdivision which unduly disturbs the peace of the neighborhood.

5.2 TYPE A LOTS. Type A Lots shall allow for site built, modular or mobile homes with minimum width of twelve feet.

Any mobile home in excess of three years old on the date that it is to be located on a Lot shall not be allowed. Any home installed before the recording of this Document shall not be in violation of this Section. In the event that a mobile home is moved off of any Lot or is to be replaced by another mobile home, such replacement must conform to the requirements of this Section. Further, notwithstanding any of the provisions of this Section to the contrary,

Reception # 618260

should the dimensions of any Lot within the properties covered by this Document make it impossible to comply with the provisions of this Section, as the Lots are platted on the date of recording of this Document, then, upon application to, and approval by, the Architectural Committee, the Owner shall be entitled to locate housing on the Lot with the minimum variance necessary to comply with said provisions and other requirements of government regulations and the provisions of this Document.

Any manufactured housing located on a Lot must be fully skirted within thirty (30) days of the siting of the home on such Lot. Skirting shall be of a quality material specifically constructed for mobile home skirting purposes, or of a material approved by the Architectural Committee.

5.3 TYPE B LOTS. Type B Lots shall allow for site built homes and modular homes or housing so long as any such housing has a width that is a minimum of twenty-four feet (24 '). Skirting material will be the same as previously mentioned in Section 5.2.

5.4 TYPE C LOTS. Only site built housing shall be allowed on Type C Lots. All homes constructed on Type C Lots shall have a minimum of 1200 square feet excluding any non-living, non-enclosed space, or patios or garages. Type C Lots require construction of a fully enclosed garage. Such garages must have a minimum capacity for one (1) vehicle. Variances may be discussed with the Architectural Committee.

The siding on all construction of dwelling units on Type C Lots shall be as approved by the Architectural Committee and shall expressly disallow any hard board, fiber board, compressed wood or corrugated metal siding.

5.5 GARAGES. All garages constructed on Lots within the subdivision shall have prior approval of the Architectural Committee.

5.6 ONE RESIDENCE. No Lot of any type shall allow for more than one (1) residence to be constructed.

5.7 ANIMALS. No animals shall be raised, bred or kept on any Lot except that a maximum of two commonly recognized household pets (e.g. dogs and cats) may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial purposes. Any dog or cat or other such commonly recognized household pet shall be kept within the home or, when not inside the home, shall be kept within the confines of a restraining device designed for that purpose. Droppings shall be picked up, wrapped in paper, and placed in the trash, at least weekly. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance by barking, snarling, growling or in any other way create an undue annoyance to neighbors. No Lot Owner may keep any animal with known vicious propensities on any Lot within the subdivision. Upon written request of any Owner, the Board shall determine whether, for the purposes of this Section, a particular animal is a

Reception # 618260

generally recognized household pet, or a nuisance, or whether a number of animals on any such property are in violation of these standards. Any decision rendered by the Board shall be final and shall be enforceable to the same extent as any other restriction contained in this Declaration.

5.8 ANTENNAS. Antennas or other devices for the transmission or reception of television or radio signals or any other form of electromagnetic radiation including, but not limited to, satellite or microwave dishes, shall not be erected, used or maintained outdoors on any property, whether attached to a building or structure or otherwise, unless such is not visible from a neighboring property and is approved in advance by the Architectural Committee.

5.9 UTILITY SERVICE. Except as approved in writing by the Board, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Board. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Board.

5.10 TEMPORARY OCCUPANCY AND COMPLETION OF CONSTRUCTION. All construction commenced on any Lot shall be completed within twelve (12) months of the date of such commencement of construction. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time on any portion of the Property for a residence, either temporary or permanent. A trailer or motorhome may be used as a dwelling on any property only during the time of construction of a dwelling on any such property and shall be removed immediately after the completion of the construction.

5.11 PARKING. No on-street parking shall be allowed within the subdivision. Tandem parking shall be permitted. Newly constructed parking areas shall have a base of either asphalt or concrete.

5.12 REMOVAL OR CUTTING OF TREES. All siting of homes and other improvements on any Lot shall attempt to reasonably prevent the destruction of any existing trees on the Lots. The natural vegetation shall be preserved to the extent practical. Trees should not be cleared unless absolutely necessary to allow for siting of the housing unit. Any infected and/or diseased trees or vegetation must be removed from the Lot and disposed of outside the subdivision. Burning of the trees and vegetation on any Lot shall not be permitted.

5.13 OUTDOOR VEHICLE STORAGE/PARKING. All vehicles stored/parked on Lots within the subdivision shall bear current license plates. Maximum efforts shall be made to conceal and/or screen those vehicles from view. On street parking, other than required for emergency repairs, within the subdivision is specifically prohibited. Temporary exceptions may be approved by the Association Board.

Reception # 618260

5.14 NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No nuisance shall be permitted to exist or operate upon any property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any property in a manner disturbing to neighbors.

5.15 TRASH CONTAINERS AND COLLECTION. No garbage or trash shall be placed or kept on any property except in covered containers. Rubbish, trash and garbage shall be removed from Lots and not be allowed to accumulate thereon.

5.16 CLOTHES DRYING FACILITIES. Outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any property in such a manner as not to be objectionable from neighboring properties.

5.17 MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any property except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Dwelling Unit, appurtenant structures, or other improvements, and except that which the Owner or the association may require for the operation and maintenance of the Property.

5.18 RESTRICTION ON FURTHER SUBDIVISION. No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner. No portion of any Lot shall be conveyed or transferred by any Owner in any manner, such as a boundary adjustment, without the prior written approval of the Architectural Committee.

5.19 SIGNS. No signs shall be erected or maintained anywhere on the Property including, but not limited to, the inside or outside of windows in any residence or other structure located on the Property, except:

- (a) Such signs as may be required by legal proceedings;
- (b) Not more than one (1) residential identification sign with a total face area of forty-eight (48) square inches or less for each Lot;
- (c) On "for rent" or "for sale" sign with respect to a Lot may be placed or erected upon a free standing post or posts in the front yard of a Lot provided the size and color of such sign and the placement thereof on the Lot has been approved by the Architectural Committee and does not exceed a maximum of four (4) square feet; and
- (d) Any such signs shall not be in violation of the codes or regulations of La Plata County regarding signs.

Reception # 618260

(e) Any such signs must be removed promptly after they have served their purpose.

5.20 MINERAL EXPLORATION. No property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or substance of any kind.

5.21 DISEASES AND INSECTS. No thing or condition which could induce, breed or harbor infectious plant diseases or noxious insects shall be allowed to exist on any Lot, Common Area or other property within the Project.

5.22 OUTDOOR BURNING. There shall be no outdoor burning of trash or other debris; provided, however, that the foregoing shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills.

5.23 FUEL TANKS. Propane storage tanks for domestic use within homes shall be allowed on Lots so long as any such tanks do not exceed a capacity of five hundred (500) gallons and are located in a manner approved by the Architectural Committee. Attractive coverings or decorative fencing for the sides of the tanks are encouraged.

5.24 HVAC AND SOLAR PANELS. Heating, air conditioning, evaporative cooling or solar energy collecting units or panels shall be placed or constructed with the prior approval of the Architectural Committee.

5.25 FENCING. Fencing, when provided, shall preferably be constructed out of quality wooden materials, redwood 4" x 4" posts and rail with chain link shall be permitted. Brick and rock or concrete block may be used. Any such fence shall have a maximum height of six (6) feet and shall not protrude beyond the owner's property line. No fencing on any Lot shall extend beyond the front of any house on any Lot. The fencing of front yards on any Lot within the subdivision is expressly prohibited.

5.26 FIREARMS. The discharge of firearms within the subdivision is expressly prohibited.

5.27 SETBACK REQUIREMENTS. Any structural improvements on any Lot within the subdivision, except fences and except those existing as of the date of recording hereof, shall be subject to the following minimum set-backs from Lot lines:

- (a) Front yard 20'
- (b) Side yard 5'
- (c) Back yard 5'

ARTICLE VI

EASEMENTS

Reception # 618260

6.1 EASEMENT FOR ENCROACHMENTS. In the event any Improvement constructed on a Lot as part of the initial construction on such Lot encroaches upon or overhangs another Lot or the Common Area, a valid easement for such encroachment or overhang and for the maintenance of same, so long as it stands, shall and does exist. In the case of an overhang, such easement shall include an easement for drainage or water runoff from such overhang. In the event any Improvement is partially or totally destroyed and then rebuilt, the Owners agree that encroachments and overhangs on adjacent Lots due to construction shall be permitted and that a valid easement for said encroachments and overhangs and the maintenance thereof shall exist.

6.2 EASEMENTS FOR INGRESS AND EGRESS. Easements for ingress and egress are hereby reserved to the Declarant, the Owners, and their family, guests, tenants and invitees for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the common Area and for vehicular traffic over, through and across such portions of the Common Area as from time to time may be paved and intended for such purposes; and for such other purposes reasonably necessary to the use and enjoyment of a Lot or Common Area. In addition, easements for ingress and egress for construction purposes or for the siting of manufactured housing, as is permitted and restricted within this Declaration, shall exist across adjoining Lots so long as no damage to permanent improvements occurs. Such easement for ingress and egress shall be used particularly if such is necessary to accomplish the siting of manufactured housing of other large components of site-built structures without the destruction of trees on the Lots. Any damage incurred by relandscaping or other necessary remedial measures at the sole cost and expense of the Owner of the Lot upon which improvements are being accomplished.

ARTICLE VII

PROPERTY RIGHTS

7.1 LESSEES. If a Lot is leased or rented by the Owner thereof, the lessee and members of his family residing with such lessee shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination of the lease.

ARTICLE VIII

MAINTENANCE

8.1 DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS. No Owner shall in any way damage or destroy any Common Area or interfere with the activities of the Association in connection therewith. Any expense incurred by the Association by reason of any such act of an Owner shall be levied against such Owner and his Lot by the Association as an Extraordinary Assessment pursuant to Section 4.3 of the Declaration.

Reception # 618260

ARTICLE IX

GENERAL PROVISIONS

9.1 ENFORCEMENT. The Association shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this Declaration.

9.2 SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

9.3 DURATION. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended in whole or in part or terminated at any time by an instrument executed by a quorum of the Owners of Lots subject to this Declaration, which has been recorded with the county clerk and recorder of La Plata County, Colorado.

9.4 VIOLATION OF LAW. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

9.5 REMEDIES CUMULATIVE. Each remedy provided herein is cumulative and not exclusive.

9.6 DELIVERY OF NOTICES AND DOCUMENTS. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

Durango West Property Owners Association, Inc.
Durango West One
Durango, Colorado 81301

Or to any other address last furnished by the Owner to the Association; provided, however, that any such address may be changed at any time by the party concerned by delivering a written notice of change of address to the Association, and shall promptly notify the Association in writing of any subsequent change of address.

9.7 BINDING EFFECT. The Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

Accuracy Disclosure: These covenants have been internally retyped from original documents pulled from microfiche obtained at the La Plata Clerk & Recorder office. Original documents have been duplicated to the best of our ability, including typographical errors. If any discrepancies, the official recorded documents will take precedence.

Reception # 618260

9.8 GENDER. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and necessary grammatical changes required to make the provisions of this Declaration apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

9.9 TOPIC HEADINGS. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections or this Declaration.

9.10 SURVIVAL OF LIABILITY. The termination of membership in the Association shall not relieve or release any such former Member from any liability of obligation incurred under or in any way connected with the Association during the period of such membership, or impair any right or remedies which the Association may have against such former Members arising out of, or in any way connected with such membership and the covenants and obligations incident thereto.

9.11 CONSTRUCTION. In the event of any discrepancies, inconsistencies or conflicts between the provisions of this Declaration and the Articles, Bylaws or Association Rules, the provisions of this Declaration shall prevail.

9.12 JOINT AND SEVERAL LIABILITY. In the case of joint ownership of a Lot, the liabilities and the obligations of each of the joint Owners set forth in or imposed by this Declaration, shall be joint and several.

9.13 ATTORNEYS' FEES. In the event the Association employs an attorney to enforce this Declaration or to collect any assessments or other amounts due from an Owner or to enforce compliance with or recover damages for any violation or non-compliance with the Project Documents, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees incurred in any such action.

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

JIM ETZLER
President

ALICE NIKOLAISEN
Secretary/Treasurer
Acting Vice President

Accuracy Disclosure: These covenants have been internally retyped from original documents pulled from microfiche obtained at the La Plata Clerk & Recorder office. Original documents have been duplicated to the best of our ability, including typographical errors. If any discrepancies, the official recorded documents will take precedence.

MICROFILM # 447684

Recorded Oct. 1, 1980 at 1:45 o'clock PM
Reception # 447684 LETA SAUER, Recorder
State of Colorado La Plata County

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR DURANGO WEST
MOBILE AND MODULAR HOME SUBDIVISION

THIS THIRD AMENDED DECLARATION OF PROTECTIVE COVENANTS
is made this 30th day of September, 1980, by COLORADO WEST OF DURANGO,
INC., a Colorado corporation, hereinafter referred to as "DEVELOPER".

ARTICLE 1

RECITALS

1.1 DEVELOPER has previously subdivided certain real property under the name of DURANGO WEST MOBILE AND MODULAR HOME SUBDIVISION FILING NO. ONE recorded in the records of the La Plata County Clerk and Recorder's Office under Reception No. 407401 on the 3rd day of March, 1977, and having been subjected to certain conditions, covenants, restrictions and reservations as set forth in that certain Declaration of Protective Covenants recorded September 30, 1977, at Reception No. 413441, and amended by a First Amendment to Declaration of Protective Covenants recorded November 7, 1977, at Reception No. 414557, and further by a Supplementary Declaration of Protective Covenants recorded on January 3, 1980 at Reception No. 439355 in the records of the La Plata County Clerk and Recorder's Office.

1.2 That pursuant to Part C (C2) of the original Protective Covenants of DURANGO WEST MOBILE AND MODULAR HOME SUBDIVISION

FILING NO. ONE, DEVELOPER may annex additional lands to said filing and any subsequently annex additional lands shall become a legal inclusion to the area regulated by said Declaration as recorded September 30, 1977, at Reception No. 413441; amended on November 7, 1977, at Reception No; 414557, and further amended on January 3, 1980, at Reception No. 439355, all in the La Plata County Clerk and Recorder's Office.

1.3 That DEVELOPER pursuant to Part C (C2) of the original Protective Covenants caused certain lands to be annexed to DURANGO WEST MOBILE AND MODULAR HOME SUBDIVISION FILING NO. ONE on the 3rd day of January, 1980, under the names and style of PINETOP NO. ONE AT DURANGO WEST, the plat thereof recorded at Reception No. 439369, and WOODRIDGE NO. ONE AT DURANGO WEST, the plat of which was recorded on the 3rd day of January, 1980, at Reception No. 439368, both in the Office of the Clerk and Recorder, County of La Plata, State of Colorado.

1.4 That DEVELOPER also caused certain Supplementary Declarations of Protective Covenants for PINETOP NO. ONE AT DURANGO WEST and WOODRIDGE NO. ONE AT DURANGO WEST, which applied to all lands annexed as stated above, to be recorded on the 15th day of August, 1980, at Reception No. 445930, in the La Plata County Clerk and Recorder's Office, and, further, said Supplementary Declaration of Protective Covenants made all lands within PINETOP NO. ONE AT DURANGO WEST and WOODRIDGE NO. ONE AT DURANGO WEST subject to the original Covenants

and their several amendments previously recorded, with certain exceptions contained therein.

1.5 That the GENERAL PROVISIONS of the original Declaration of Protective Covenants recorded on September 30, 1977, at Reception No. 413441, provide that said Covenants may be amended from time to time by an instrument signed by the then owners of the majority of the lots within said subdivision agreeing to the changes and made of public record.

1.6 That with the inclusion of PINETOP NO. ONE AT DURANGO WEST and WOODRIDGE NO. ONE AT DURANGO WEST into the lands of DURANGO WEST MOBILE AND MODULAR HOME SUBDIVISION FILING NO. ONE brings the total number of lots within the subdivision to 224, and that DEVELOPER is the present owner of a total of 113 lots within said subdivision.

1.7 That DEVELOPER is desirous of amending the Declaration of Protective Covenants governing the DURANGO WEST MOBILE AND MODULAR HOME SUBDIVISION FILING NO. ONE in certain particulars pursuant to the provisions granting the owner of a majority of the lots in said subdivision the power to do so.

1.8 That pursuant to a vote of the Board of Directors of DEVELOPER, the present owner of a majority of the lots within the subdivision known as DURANGO WEST MOBILE AND MODULAR HOME SUBDIVISION FILING NO. ONE, and the subsequent annexations of the lots within PINETOP NO. ONE AT DURANGO WEST and WOODRIDGE NO, ONE AT DURANGO WEST, the Declaration of Protective

Covenants previously filed of record with their amendments are further amended in the following particulars.

ARTICLE II

CHANGES, MODIFICATIONS AND ADDITIONS

2.1 Paragraph D-5 of the original Declaration of Protective Covenants is amended to henceforth read as follows:

No basement, house, tent, shack, garage, barn, trailer, or prefabricated structure or any outbuilding shall be occupied or used as a residence, temporarily or permanently, EXCEPT, that one (1) legally licensed recreation vehicle or motor home may be used as a seasonal residence up to, but not exceeding the following number of days annually, if no permanent residence, mobile or modular home is constructed on the lot:

- (a) All lots within DURANGO WEST MOBILE AND MODULAR MODULAR HOME SUBDIVISION FILING NO. ONE, thirty (30) days per year;
- (b) PINETOP NO. ONE AT DURANGO WEST, Lots one (1) through ten (10), thirty (30) days per year;
- (c) All lots within WOODRIDGE NO. ONE AT DURANGO WEST, thirty (30) days per year; and
- (d) PINETOP NO. ONE AT DURANGO WEST, all lots with the exception of those lots included in Paragraph 2.1(b) above, 180 days per year.

2.2 There is hereafter added to Part D of the original Declaration of Protective Covenants a Paragraph D-24 which shall read as follows:

D-24 No outside trash burning or campfires of any kind shall be permitted at any time within the subdivision.

IN WITNESS WHEREOF, COLORADO WEST OF DURANGO, INC., a Colorado corporation, the majority lot owner within DURANGO WEST MOBILE AND MODULAR HOME SUBDIVISION FILING NO. ONE, and subsequent annexations of PINETOP NO. ONE AT DURANGO WEST and WOODRIDGE NO. ONE AT DURANGO WEST, has caused the corporate name to be hereunto subscribed by its President, Vice President and its corporate seal to be hereunto affixed by the Secretary, on the day and year first above written.

COLORADO WEST OF DURANGO, INC.
A Colorado Corporation

William A. Jenkins, President

SEAL

Don R. Wheat, Vice President

S. Nicholson Jenkins, Secretary

Accuracy Disclosure: These covenants have been internally retyped from original documents pulled from microfiche obtained at the La Plata Clerk & Recorder office. Original documents have been duplicated to the best of our ability, including typographical errors. If any discrepancies, the official recorded documents will take precedence.

MICROFILM # 469056

Recorded May 3, 1982 at 3:45 o'clock PM
Reception # 469056 LETA SAUER, RECORDER
State of Colorado La Plata County

SIXTH AMENDANT
TO
DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR
DURANGO WEST MOBILE AND MODULAR HOME
SUBDIVISION FILING NO. ONE
AND
SUBSEQUENT FILINGS

PART A

PREAMBLE:

A-7 On this 3rd day of May, 1982, for the purpose of protecting the present and future property values of the properties located in the County of LaPlata, Colorado, there being 111 lots in Durango West Mobile and Modular Home Subdivision Filing No. One and petitions signed by 57 lot owners on file with the Secretary of the Durango West Property Owners' Association, Inc., do hereby amend the Protective Covenants filed in LaPlata County on September 30, 1977 at 3:50 o'clock P.M. under Reception No. 413441 as follows:

The second paragraph of the General Provisions Section is hereby omitted by the addition of a new part, as follows:

PART E

ENFORCEMENT:

E-1 Procedure for Enforcement: In the event that any of the covenants shall be violated, the offending party shall be notified, in writing, certified mail, "return receipt requested" by the secretary of Durango West Property Owners' Association, Inc. or any owner. Such notification shall refer to the conduct which is prohibitive, with specificity, and shall state the name and description of the covenant which is violated. The offending party shall have five days to remedy the violation. In the event that the violation continues, enforcement shall be by proceeding at law, or in equity, against any person or persons violating or attempting to violate any covenant and may seek an order to restrain the violation, or to recover damages, or both.

E-2 In the event that legal action is necessary, the party who has violated the covenant shall be liable for reasonable attorney's fees, costs, including but not limited to expert witness fees and

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Reception #618261 Linda Daley, Recorder
Recorded at 8:56 O'clock AM Oct. 31, 1991
State of Colorado La Plata County

AMENDED BY-LAWS OF
DURANGO WEST PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I
Offices

The principal office for the transaction of business of the Association is hereby fixed and located at P.O. Box 33, Durango, CO La Plata County, Colorado. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another within said La Plata County.

ARTICLE II
Members

Section 1 – Classification of Memberships: There shall be two separate classifications of memberships within the Association designated as Class A memberships and Class B Memberships and the voting rights, responsibility for assessments and definitions of ownership shall be as follows:

Class A Membership. One such membership shall be issued to the owners and developers of each lot within the subdivision with a completely constructed and hooked-up Dwelling situated upon it. Each such Class A membership shall be entitled to two votes in the Association and, for purposes of assessment, each membership shall be assessed the full rate of assessment.

Class B Membership. One such membership shall be issued to each owner or contract purchaser of a lot within the subdivision. Each Class B membership shall be entitled to one vote in the Association and shall be subject to the full rate of assessment.

Section 2 – Membership: Every owner of a lot within the subdivision which is subject by covenants of record to assessment by the Association shall be a member of the Association. Every member of the Association shall be subject to the provisions of the Articles of Incorporation, covenants, and these By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 3 – Transfer: The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale to a purchaser of such lot, or upon the encumbrance of a lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

Reception # 618261

Section 4 – Termination of Membership: Membership in the Association shall automatically terminate when such member sells or transfers his lot.

Section 5 – Voting Rights: Members of the Association holding Class A Memberships shall be entitled to vote two votes for each membership. Members of the Association holding Class B Memberships shall be entitled to vote one vote for each membership. Cumulative voting shall not be allowed.

Section 6 – Voting: In all matters which shall be presented for a vote of the members, each member as defined as of the record date hereinafter defined within these by-laws shall be entitled to the respective number of votes attributed to the type of membership involved. The presence in person or by proxy of the holders of sixty-seven percent of the membership then in existence shall be requisite and shall constitute a quorum for the transaction of all business. The acts approved by sixty-seven percent of the members present at a meeting at which a quorum is present shall constitute the acts of the members. If any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of the Project Documents for a period of five (5) days or if any Owner violates any other provision of the Project Documents and violation is not corrected within ten (10) days after notice of the violation has been given to the Owner, said Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments, including accrued interest and attorney's fees, are brought current, and all other infractions of the Project Documents are corrected.

Section 7 – General Assessment: With the affirmative vote or written consent of Owners representing sixty-seven percent (67%) of the votes in the Association, a General Assessment may be required. Without said quorum vote the General Assessment for any fiscal year of the Association after the first fiscal year shall not be greater than ten percent (10%) of the original General Assessment for the fiscal year first following the recording of this Amended Declaration.

Section 8 – Liability: Each member in the Association shall be personally liable for the payment of assessments, as may from time to time be fixed and levied by the Association pursuant to the authority hereinafter set forth. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person holding the membership with respect to an individual lot at the time the assessments fell due. The personal obligation of a member with respect to an assessment shall not pass to his successors in interest unless expressly assumed by them.

Reception # 618261

Section 9 – Enforcement of Payment of Assessments: Any assessment provided for in these by-laws, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election require the member to pay a late charge' in a sum to be determined by the Association. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall include interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the member personally. In addition to the amount of such assessment, a late charge and the costs of preparing and filing the complaint of such action shall be added, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of the action.

ARTICLE III Meeting of Members

Section 1 – Place of Meeting: All meetings of members shall be held at the principal office of the Association, or at such other place in the County of La Plata as may be fixed from time to time by resolution of the Board of Directors.

Section 2 – Annual and Organizational Meetings: There shall be at least one meeting of the Association each year. This meeting shall be held at Durango West 1 Firestation on the 1st day of June each year at 7:00 P.M.: provided, however, that should said day fall upon a legal holiday, then any such annual meeting of members shall be held the same time and place on the next succeeding day which is not a legal holiday.

Section 3 – Special Meetings: Special meetings of members for any purpose may be called at any time by the President, or by the Board of Directors, or by any two or more members of the Association provided advance notice of at least two weeks is made to members in writing or on the public notice board of Durango West One.

Section 4 – Notices of Meetings: Written notice of meetings, annual or special, shall be posted on the public notice board of Durango West One.

Section 5 – Consent of Absentees: The transaction of any business at any meeting of members, either annual or special, however called or noticed, shall be as valid as though a regular meeting had been held, if a quorum be present either in person or by proxy.

Section 6 – Quorum: The presences in person or by proxy of the holders of sixty-seven percent of the membership votes then in existence shall be requisite and shall constitute a quorum for the transaction of all business at any annual or special meeting. The acts approved by sixty-seven percent of the members present at a meeting at which a quorum is present shall constitute the acts of the members.

Reception # 618261

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal or departure of certain members, leaving less than a quorum present.

Section 7 – Proxies: Every member entitled to vote shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member or his duly authorized agent and filed with the Secretary of the association: provided that no such proxy shall be after the expiration of eleven (11) months from the date of execution.

ARTICLE IV Directors

Section 1 – Election of Directors: The Board of Directors shall consist of five members who are elected at the annual meeting of the membership of the Association. The Directors shall serve for a three (3) year term. If a vacancy occurs on the Board of Directors in the middle of a term, the Board of Directors may fill the vacancy until the next annual meeting of the membership of the Association at which time an additional Director will be selected by the membership of the Association to finish the unexpired term. Any or all Directors may be recalled at any time by a quorum of the Membership.

Section 2 – Election of Officers: The Board of Directors shall elect officers from among the Directors with the following offices required: a President, a Vice-President, and a Secretary/Treasurer. A quorum will be three (3) Directors.

Section 3 – Meetings: All meetings of the Board of Directors shall be open to the members or prospective members of the Association.

Section 4 – Powers and Duties: Subject to the limitations of the Articles of Incorporation, these By-Laws, and of the Colorado Corporation Codes, and any special limitations approved by the members, and subject to the duties of the directors as prescribed by these By-Laws, all corporate powers shall be exercised by and under the authority of, and the business and affairs of the Association shall be controlled by the Board of Directors. The directors are hereby vested with and shall have the following powers, to-wit:

- a. To select, appoint, and remove all officers, agents and employees of the Association, to prescribe such powers and duties for the as may be consistent with the law, with the Articles of the Incorporation and these By-Laws.
- b. To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefore consistent with law, with the Articles of Incorporation and these By-Laws, as the Board may deem necessary.
- c. To change the principal office for the transaction of business of the Association from one location to another within the County of La Plata provided in Article I hereof; to designate any place within said County for the holding of any annual or special meeting or meetings of members.

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Reception # 618261

- d. Two months prior to the annual meeting in the election year, the Board of Directors shall appoint a Nominating Committee from the Membership of the Association. The report of the Nominating Committee shall be included in the notice of the annual meeting and sent to all members of the Association.
- e. Two (2) weeks prior to the annual meeting in the election year, a notice shall be sent to all members of the Association stating; the time and place of the annual meeting, the report of the Nominating Committee, and the tentative agenda of the annual meeting.
- f. Two (2) weeks prior to any annual meeting the Board of Directors shall prepare a financial plan and budget to be voted upon by the membership of the Association, and a list of proposed changes in the By-Laws and/or Covenants of the Association, and the tentative agenda of the annual meeting, and members of the Association shall be notified of the annual meeting.

ARTICE V FISCAL POLICIES

Section 1. The fiscal year shall be from January 1st (first) through December 31st (thirty-first).

Section 2. The books and accounts of the Association shall be kept in accordance with sound accounting practices.

Section 3. All money secured shall be turned over to the Secretary/Treasurer for deposit in depositories and in such amounts that are fully insured by the FDIC or FSLIC. The Board of Directors should annually pass a resolution approving certain banks and/or savings and loan associations.

Section 4. All checks drawn upon the account of the Association shall be signed by two members of the Board of Directors.

Section 5. No member of the Association shall incur any liability on behalf of the Association without previously obtaining authorization from the Board of Directors.

Section 6. Be it resolved that in the event the Association should permanently cease to function, go out of existence, or be forced out of existence by law or by circumstances, then it shall be the last official act of the Board of Directors of the Association to pay all bills and debts legally due and owing by the Association.

ARTICLE VI By-Laws Revisions

The By-Laws of the Association can only be revised or changed by a Vote of at least sixty-seven percent (67%) of the membership of the Association.

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Reception # 618261

Notice of any proposed changes in the By-Laws must be sent to the membership of the Association in the Notice of the annual meetings. By-Law changes may be proposed by the Board of Directors or by individual members of the Association, but the proposals must be submitted to the Board of Directors at least one (1) month prior to the annual meeting.

JIM ETZLER
President

ALICE NIKOLAISEN
Secretary/Treasurer
Acting Vice President

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**Declaration of Covenants,
Conditions and Restrictions
Of**

Westridge at Durango West 1

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WESTRIDGE AT DURANGO WEST 1**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WESTRIDGE AT DURANGO WEST 1 (the “Declaration”) is made as of 15th day of March, 2000, by TRES W PROPERTIES, LLC (the “Declarant”)

RECITALS

A. Declarant is the owner of that certain real property located in the County of La Plata, Colorado, more particularly described on the attached Exhibit A **Westridge at Durango West 1 Final Plat Phase One** (the “Property”).

B. Declarant desires to subject the Property to this Declaration for the benefit of all Parcels within the Property and to run with the land and be binding upon the Owners of the Property and their heirs, successors, assigns and legal representatives with respect thereto.

**ARTICLE 1
DECLARATION AND SUBMISSION**

1.1 Declaration. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property.

**ARTICLE 2
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration, the Articles of Incorporation or any Amendments thereto, and the Bylaws or any Amendments thereto, shall have the following meanings:

2.1 “Annexable Property” means that real property which is identified on Exhibit B and may be made subject to the terms and provisions of the Declaration by annexation. The real property, which comprises the Annexable Property, is more particularly described on attached as Tract A, Tract B, and Tract C as shown on Exhibit B the **Conceptual Development Plan of Westridge at Durango West 1**. In the sole discretion of Declarant, all or a portion of the Annexable Property may be annexed to, and made a part of, the Project in the manner provided in the Declaration.

2.2 “Clerk and Recorder” means the office of the Clerk and Recorder in the County of La Plata, Colorado.

2.3 Intentionally Omitted.

2.4 “County” means the County of La Plata, Colorado.

2.5 “Declaration” means this Declaration and the Final Plat, and amendments and supplements to the foregoing.

2.6 “Final Plat” means the Final Plat for an individual phase of Westridge at Durango West 1, and amendments and supplements to the foregoing.

2.7 “Lot” means one Parcel.

2.8 “Owner” means the owner of record, whether one or more persons or entities, of fee simple title to any Lot.

2.9 “Parcel” means each platted, numbered and recorded division of vacant land as depicted on the Final Plat.

2.10 “Project” means the Planned Development created by this Declaration (Westridge at Durango West 1) and as shown on the Final Plat, consisting of the Property, as modified by any Supplemental Final Plat and any Supplemental or Amended Declaration.

2.11 “Property” means the real property described in Exhibit A attached hereto, together with such additional property as is subjected to this Declaration in accordance with Article 9.

2.12 “Successor Declarant” means any person or entity to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as evidenced by an assignment or deed or record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

2.13 “Supplemental Declaration” means an instrument, which annexes property to this Declaration.

2.14 “Supplemental Final Plat” means a supplemental Final Plat of the Project, which depicts any change in the Project through a Supplemental Declaration. The Phase 1 recordings are not supplemental and do not require amendment to this document.

ARTICLE 3
NAME, DIVISION INTO LOTS, RESTRICTIONS ON USE

3.1 Name. The name of the Project is Westridge at Durango West 1.

3.2 Identification of Lots. The identification number of each Lot is shown on the Final Plat.

3.3 Description of Lots. Each Lot shall consist of surveyed and platted parcels as shown on the Final Plat and any Supplemental Final Plat.

3.4 Restrictions on Use. Use and enjoyment of each Lot shall be subject to the following restrictions:

3.4.1 Resubdivision. No Parcel shall be re-subdivided. Minor boundary adjustments to Lot lines and Lot consolidations (combining two or more adjacent Lots), may be accomplished only upon application and approval by the Design Review Committee and, thereafter, obtaining any necessary approvals from La Plata County.

3.4.2 Residential Use/Home Occupations. The use of all Lots, is expressly limited to residential uses, with the exception that the Declarant shall have the right and authority to maintain a sales office on a Lot or on the Annexable Property for a period of 5 years following the recording of the Final Plat for Phase 1 of the Project. No commercial activity shall be allowed on any Lot, except sales office. However, this limitation shall not be construed to prohibit home occupations so long as all such activity is limited to in-home and no more than one employee, other than residents, are involved. However, any home occupations must be conducted within the limitations on home occupations existing in the ordinances and codes of La Plata County.

3.4.3 Trash and Rubbish. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner, and all containers shall be kept in a clean, sanitary condition. There shall be no outdoor burning of trash or other debris.

3.4.4 Nuisances. No owner shall cause or allow the origination of excessive odors or sounds from his property. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on his property.

3.4.5 Animals. No animals shall be raised, bred or kept on any Lot except that maximum number of two commonly recognized household pets (e.g. dogs and cats) may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial purposes. Any dog or cat or other such commonly recognized household pet shall be kept within the home or, when not inside the home, shall be kept within the confines of a restraining device designed for that purpose. Droppings shall be picked up, wrapped up and placed in the trash, at least weekly.

No animal shall be allowed to make an unreasonable amount of noise or to become nuisance by barking, snarling, growling, howling, or in any other way create an undue annoyance to neighbors. No Lot owner shall keep an animal with known vicious propensities on any Lot within the Project. The keeping of any pets or animals within the Project shall be in strict accordance with the ordinances of La Plata County. Animals may not be kept or maintained in anyway which violates restrictions as set forth on the Final Plat or any Supplemental Final Plat or which violates the rules and regulations of the Colorado Division of Wildlife.

3.4.6 Motor Vehicles. No motorized vehicle, which is either non-operational or non-licensed, shall be kept or stored in Westridge At Durango West 1, unless said vehicle is kept or stored in a fully enclosed building

3.4.7 Temporary Residences. No structure of temporary character, recreational vehicle, camper trailer, basement, tent or accessory building shall be used on any tract as a residence or sleeping unit.

3.4.8 Residential Construction Minimums. All homes constructed shall have a minimum of 1200 square feet of floor space excluding any non-living area or non-enclosed space, patios or garages. All homes must have a fully enclosed garage, which shall have a minimum capacity for one (1) vehicle.

3.4.9 Manufactured Homes. Manufactured homes shall generally not be permitted on any Lot within Westridge At Durango West 1. In limited circumstances Modular and/or manufactured homes in compliance with the Uniform Building Code and located on permanent foundations may be allowed after application to and approval by the Design Review Committee, which approval may be denied in the absolute discretion of the Design Review Committee. **No HUD Code Mobile homes shall be permitted on any Lot in Westridge at Durango West 1.**

3.4.10 Fences. Fences shall not be erected on any parcel within the Project without the approval and consent of the Design Review Committee. No front yard fences shall be allowed. All fences constructed must be in compliance with any La Plata County ordinances regarding fences.

3.4.11 Intentionally left blank.

3.4.12 Utilities Underground. All utility lines, including, but not limited to, telecommunication, cable television, natural gas, and electric lines installed or maintained on the Property shall be buried underground.

3.4.13 Discharge of Firearms. The discharge of firearms is expressly prohibited.

3.4.14 Exterior lighting. Large outdoor mercury vapor, sodium lights, floodlights and "farm lights" are prohibited on the Property. All exterior lighting is subject to advance approval by the Design Review Committee.

3.4.15 Noise. No outdoor speakers, use of off-road vehicles or other activity shall be conducted or used in such a manner that would disturb people or animals on other Lots.

3.4.16 Satellite Dishes; Antennae. No satellite dishes exceeding 24 inches in diameter shall be maintained on any Lot. No other antennae, radio or television signal distribution or capturing device shall be allowed on any Lot except for conventional television or FM radio antennae which are not visible from another Lot and do not exceed the height of a residence on the Lot by more than 6 feet.

3.4.17 Continuity of Construction. All construction, reconstruction, alterations or improvements shall be prosecuted diligently to completion. All exterior construction shall be completed within 12 months of the commencement.

3.4.18 Signs. No sign of any kind shall be displayed to public view on any Lot except an address identification sign, or temporary sign advertising the Lot for sale or lease. Any such allowed sign shall be not more than nine square feet in size. In all cases signage must comply with the stricter of the standards set forth in the appropriate Design Regulations or the standards set forth in the ordinances and regulations of the La Plata County. The limitations in the Section 3.4.18 shall not apply to any temporary sales office to be maintained on the Project.

3.4.19 Fuel Tanks. No fuel tanks shall be allowed on any Lot except that propane storage tanks shall be allowed on Lots so long as any such tanks do not exceed a capacity of five hundred gallons and are located in a manner approved by the Design Review Committee.

3.4.20 Setback Requirements. Any structural improvements on any Lot within the Project except fences shall be subject to the following minimum set backs from Lot boundary lines:

- a) Front Yard 20 feet
- b) Side Yard 10 feet
- c) Back Yard 10 feet

ARTICLE 4 DESIGN REVIEW COMMITTEE

4.1 Establishment of Design Review Committee. There is hereby established a Design Review Committee, which shall consist of a minimum of one (1) member, and not more then three (3) who may but shall not necessarily be Owners of Lots in the Westridge At Durango West 1.

All members of the Design Review Committee shall be appointed and may be removed by the Declarant (in its sole discretion until such time as the Declarant has sold all Lots in the Project or 2015 whichever occurs first. After the period of Declarant control of the Design Review Committee, the members of the Design Review Committee shall be elected for three year staggered terms at a meeting of the Owners of Lots within the Project on the first Saturday of May of each year at a location to be determined by then members of the Design Review Committee. (At the first such election one member will be elected for a one-year term, one member elected for a two-year term and one member elected for a three year term.) The Design Review Committee shall adopt its own operating procedures, which shall be governed by the Declaration and the Design Regulations as defined below.

4.2 Intentionally left blank.

4.3 Approvals in Annexed Areas. The Design Review Committee shall also review and approve all proposed Improvements on Lots within properties hereafter annexed to the Westridge At Durango West 1, unless a different reviewing body or procedure is established in the Supplemental Declaration which annexes such property.

4.4 Submission of Plans, Specifications and Data Regarding Proposed Improvements. Prior to commencement of work to accomplish any proposed Improvements, the Owner proposing to make such Improvements shall submit to the Design Review Committee at its offices such descriptions, surveys, Lot plans, drainage plans, elevation drawings, construction plans, landscaping plans, specifications, and samples of materials and colors as the Design Review Committee shall reasonably request showing among other things the nature, kind, shape, height, width, color, materials, and location of the proposed Improvements. All submissions shall conform to and be in accordance with the Uniform Building Code in affect at the time. The Owner shall be entitled to receive a receipt for the same from the Design Review Committee or its authorized agent. The Design Review Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed Improvements. Until receipt by the Design Review Committee of all required information and materials in connection with the proposed Improvements, the Design Review Committee may postpone review of the application.

4.5 Criteria for Approval or Disapproval. The Design Review Committee shall approve any proposed Improvements only if it determines in its reasonable discretion that the Design Regulations have been complied with; that the proposed Improvements will not be detrimental to the value or enjoyment of the surrounding areas in the Westridge At Durango West 1; that the siting, design and appearance of the proposed Improvements will be in harmony with the surrounding areas in the Westridge At Durango West 1. The Design Review Committee may condition its approval of any proposed Improvements upon the making of such changes therein as the Design Review Committee may deem appropriate.

Furthermore, the approval by the Committee of any Improvement shall in no event imply or require that such approval will be granted again in the future for the same or a similar Improvement, and the Committee shall have complete discretion, consistent with the standards and criteria contained herein and in the Design Regulations, to grant or deny such approval in each instance on the merits of the particular application or proposal and considering the circumstances surrounding the same.

4.6 Intentionally left blank.

4.7 Design Review Fee. The Design Review Committee may, provide for the payment of a fee to accompany each request for approval of any proposed Improvement. The Design Review Committee shall provide that the amount of such fee shall be in an amount necessary to cover the demonstrable costs and expenses associated with such review and the ongoing expenses of the Design Review Committee. The Design Review Committee shall not take any action on a request for approval until all required fees are paid in connection therewith.

4.8 Decision of Design Review Committee. Any decision of the Design Review Committee shall be made within thirty (30) days after receipt by the Design Review Committee of all materials and information required by the Design Review Committee, unless such time period is extended by mutual written agreement.

The decision shall be in writing and if the decision is not to approve the proposed Improvements, the reasons therefor shall be stated. The decision of the Design Review Committee shall be promptly transmitted to the Owner at the address furnished by the Owner to the Design Review Committee.

4.9 Failure of Design Review Committee to Act on Plans. Any written request for approval of proposed Improvements shall be deemed approved, unless disapproval or a request for additional information or materials is transmitted to the Owner by the Design Review Committee within thirty (30) days after the date of receipt by the Design Review Committee of all required materials and information, unless such time period is extended by mutual written agreement.

4.10 Prosecution and Completion of Work After Approval. Following the approval of any proposed Improvements by the Design Review Committee for single family Lots, the proposed Improvements shall be completed by the Lot Owner: (a) as promptly and diligently as possible but in no event in excess of the time periods set forth below, (b) in compliance with all applicable laws, regulations and codes of the La Plata County and the Durango West Metropolitan District 1, (c) in strict conformance with all plans and specifications and other materials presented to and approved by the Design Review Committee; and (d) in accordance with any and all conditions imposed by the Design Review Committee.

All Improvements approved by the Design Review Committee shall be completed, including issuance of a Certificate of Compliance and the removal of all construction equipment, materials and debris (i) within 12 months from the date of commencement of construction of such Improvements by the Design Review Committee or (ii) within such other time period as the Design Review Committee may prescribe. Provided, however, that any and all landscaping and/or gardening approved by the Design Review Committee which is related to the initial construction of a residence on a Lot shall be completed no later than 6 months immediately following the issuance of the Certificate of Compliance for such residence. Failure to comply with the terms and conditions of this Section 4.10 shall constitute noncompliance with the terms and provisions of this Declaration and the Design Review Committee shall have the right to invoke all rights and remedies provided to them hereunder, including but not limited to, the imposition of fines and penalties as set forth in the Design Guidelines.

4.11 Intentionally left blank.

4.12 Intentionally left blank.

4.13 Intentionally left blank.

4.14 Intentionally left blank.

4.15 Intentionally left blank.

4.16 Intentionally left blank.

4.17 Non-liability for Approval or Disapproval of Plans and Specifications or for Issuance of a Certificate of Compliance. Plans and specifications which are approved by the Design Review Committee as to style, exterior design, appearance, location, and consistency with the Design Regulations, are not approved for engineering design or for compliance with zoning, building ordinances, environmental laws, or any other applicable laws or regulations, and by approving such plans and specifications, neither the Design Review Committee, nor the members thereof, assumes any liability or responsibility therefor, or for any defect in any Improvement constructed from such plans and specifications. Neither the Design Review Committee, nor any member thereof, shall be liable to any Lot Owner, Occupant or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the issuance of a Certificate of Compliance for any Improvements, or (d) the development, or manner of development of any property within the Westridge At Durango West 1. The approval of plans and specifications by the Design Review Committee, and/or the issuance of a Certificate of Compliance by the Design Review Committee, shall not under any circumstances constitute or be deemed to be a representation or warranty that the plans, specifications or completed Improvements comply with applicable laws, ordinances or regulations, including but not limited to, zoning ordinances and building codes and environmental laws.

4.18 Right to Inspect. Any member or authorized consultant of the Design Review Committee, may (but shall not be obligated to) at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice to the Lot Owner, in order to inspect Improvements constructed or being constructed on such Lot, to ascertain whether such Improvements have been or are being built or changed in compliance with the Design Regulations, the approvals granted by the Design Review Committee, and this Declaration.

4.19 Enforcement. The requirements and provisions of this Article 4 shall be enforceable in accordance with the rights and procedures set forth herein below. Further, the Design Review Committee shall have the right and authority to enter any Lot, after 30 days advance written notice, to bring such lot into compliance with the Declaration and Design Regulations. Any costs incurred in such action, including without limitation completion or removal of improvements or Lot clean up, shall constitute a lien against the Lot, which, if not paid within 30 days of documented cost presentment in writing to the non-complying Lot Owners of record with the La Plata County Assessor's Office, may be foreclosed in accordance with Colorado law.

ARTICLE 5 EASEMENTS

5.1 Recorded Easements. The Property shall be subject to all easements as shown on the Final Plat (or any Supplemental or Amended Final Plat or Plat), and those of record.

5.2 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

ARTICLE 6 MAINTENANCE

6.1 Maintenance by Owners. Each Owner shall maintain and keep in repair his Lot and any structures or buildings thereon, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Owners. The Owners of Lots upon which a drainage easement is situated shall have the responsibility to ensure that the grading and drainage plan for the Project and shall be responsible for the maintenance of the drainage easement area in a manner consistent with the approved grading and drainage plan provisions. Similarly, the Owners of Lots upon which a retaining wall is situated shall have the responsibility to maintain the retaining wall in accordance with approved engineering plans for the retaining wall.

6.2. Natural landscape maintenance and wildfire protection.

6.2.1 Thin out continuous tree and brush cover within 30 feet of home. Adequate thinning is reached in the 30 foot “defensible space” when the outer edge of tree crowns are at least 10 to 12 feet apart. Occasional clumps of 2 or 3 trees are permitted for natural effects if more space surrounds them. Small patches of brush or shrubs may be left if they are separated by at least 10 feet of irrigated grass or noncombustible material. If your home is on a slope, enlarge the defensible space, especially on the downhill side. If it is located at the crest of a steep hill, thin fuels at least 100 feet below the crest.

6.2.2 Dispose of all slash and debris left from thinning. Common disposal methods are: 1) lop and scatter (cut debris into small pieces and disperse over area to accelerate decomposition); 2) pile and burn (**only** when snow cover is sufficient to prevent fire spread); and 3) chipping.

6.2.3 Remove dead limbs, leaves, and other ground litter within the defensible space.

6.2.4 Stack firewood uphill and at least 15 feet from your home.

6.2.5 Maintain an irrigated greenbelt immediately around you home using grass, flower garden, or ornamental shrubbery. An alternative is rock or other noncombustible material; avoid bark or wood chip mulch in this area.

6.2.6 Mow dry grasses and weeds to a height of 2 inches or less and keep well watered, especially during periods of high fire danger.

6.2.7 Prune branches from trees within the defensible space to a height of 10 feet above the ground. Also remove shrubs, small trees, or other potential “ladder” fuels from beneath large trees; left in place, these can carry a ground fire into tree crowns.

6.2.8 Trim branches, which extend over the eaves of your roof. Remove branches within 15 feet of a chimney.

6.2.9 Clean roof and gutters of pine needles and leaves to eliminate an ignition source for firebrands, especially during the hot, dry weather of fire season.

6.2.10 Reduce density of surrounding forest at least 100 feet out from home site (it is preferable to thin your entire lot.) Thin trees so crowns do not touch each other. Whenever possible, harvest saw logs, posts, poles, or firewood.

ARTICLE 7

RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS

7.1 Reservation of Withdrawal Rights. Declarant reserves the right for itself and any Successor Declarant at any time and from time to time to withdraw from the provisions of this Declaration individual Lots, provided however that none of the real estate may be withdrawn after any Lot has been conveyed by Declarant to a purchaser.

7.2 Boundary Adjustment. Declarant reserves the right to accomplish boundary adjustments between adjacent Declarant owned Lots, subject to obtaining any required approval from the La Plata County.

7.3 Other Reserved Rights. Declarant reserves the right for itself and any Successor Declarant at any time and from time to time to exercise those rights set forth in Article 9 below.

7.4 Transfer of Declarant Rights. Any one or more rights created or reserved under this Article 7 for the benefit of Declarant may be transferred to any Person by an instrument describing the right or rights transferred and Recorded in La Plata County. The transferor Declarant and the transferee shall execute such instrument.

7.5 Termination of Rights. The rights reserved to the Declarant for itself, its successors and assigns in this Article shall expire, unless sooner terminated as required by the Act, two years after Declarant has ceased to offer Lots for sale in the ordinary course of business.

ARTICLE 8 DURATION OF COVENANTS AND AMENDMENT

8.1 Term. The covenants and restrictions of this Declaration shall run with and bind the land for twenty years and shall be automatically extended for successive twenty year periods, unless an instrument is signed revoking or terminating the planned development pursuant to the provisions of this Declaration.

8.2 Amendment. This Declaration, or any provision of it shall not be amended without the consent of the Declarant during the period of Declarant Control (January 1, 2015 or until all Lots in the Project have been sold by the Declarant, whichever occurs first). With Declarant's consent this Declaration, may be amended at any time by Owners holding not less than sixty-seven percent (67%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose. Any amendment will be effective upon such approval and recording with the Clerk and Recorder.

Notwithstanding the foregoing, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration and the Final Plat to the fullest extent permitted under Colorado law until all Lots in the Project have been sold or January 1, 2015, whichever occurs first.

8.3 Revocation. This Declaration shall not be revoked nor shall the regime created hereby be terminated without the consent of all of the Owners evidenced by a written instrument duly recorded with the Clerk and Recorder.

ARTICLE 9
ANNEXATION OF ADDITIONAL PROPERTY

9.1 Annexation Without Approval. Until One Hundred percent (100%) of the Lots have been sold, Declarant may unilaterally annex and subject the Annexable Property (as more fully described in Exhibit B), or any portion thereof, to this Declaration. Such annexation(s) shall be accomplished by filing a Supplemental Declaration annexing such property, signed by the Declarant and a Supplemental Final Plat created by a licensed surveyor depicting the parcel to be annexed, with the Clerk and Recorder. Such Supplemental Declaration shall not require the consent of the Owners; but shall require the consent of the owner of such property to be annexed, if other than Declarant. Any such annexation(s) shall be effective upon the filing for record of such Supplemental Declaration and Supplemental Final Plat unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the property set forth in Exhibit B in any manner whatsoever.

9.2 Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns a Lot or Lots.

9.3 Effect. The filing of a Supplemental Declaration and Supplemental Final Plat, annexing property to the Association shall not be construed as an amendment to this Declaration requiring a vote of 67% of the Owners under Article 8, Section 8.2 of this Declaration.

ARTICLE 10
GENERAL PROVISIONS

10.1 Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under Colorado law. Any provision in this Declaration in conflict with the requirements of Colorado law shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with Colorado law.

10.2 Enforcement. Except as otherwise provided in this Declaration, the Declarant, the Design Review Committee or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event of any action to enforce the terms of this Declaration or any Amended or Supplemental Declaration, the prevailing party shall be entitled to an award of actual costs, expenses and attorney's fees.

