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LAS ANIMAS, CO  
BERNARD J. GONZALES  
04-07-2006 At 11:30 am.  
AMENDMENT 11.00  
Doc Fees .00  
DR Book 1057 Page 604 - 605  
Instrument Book Page  
200600685243 DR 1057 604

## AMENDMENT

### DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PINON RIDGE ESTATES

This AMENDMENT is made this 30<sup>th</sup> day of January, 2006, by Pinon Ridge Estates Property Owners Association, Inc. The purpose of this amendment is to further clarify and simplify the Declaration of Covenants for the benefit of all property owners.

The affairs of the Association shall be managed by a Board of Directors. The number, terms and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and Bylaws of the Association. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for the management of the affairs of the Association. Any action (except an Amendment to the Declaration) by or on behalf of the Association may be taken by the Board of Directors or any duly authorized committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration or by Colorado Law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon all Members, Owners, related users and other Persons.

The procedures to be used when Members are required to vote on proposals shall be as follows, except as otherwise specifically provided in this Declaration or by Colorado Law.

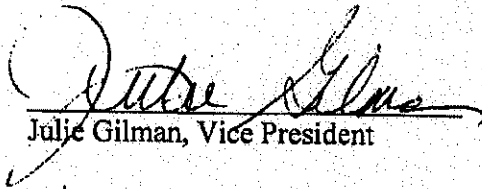
- (a) Membership Meeting – At any Membership Meeting, a measure may be passed with an affirmative majority of the votes cast. Proxy votes are permissible. Verification of a proxy shall require the proxy holder to have in hand at the meeting, a signed letter from the Member authorizing the proxy vote. Proxy authorization shall be limited to a specific meeting only. Electronic (e-mail) proxy votes are acceptable.
- (b) Mail-In Balloting – The Board or Officers of the Board may, at any time, call for a Members' vote on a specific issue using a "mail-in ballot" procedure (USPS), which must clearly define the issue and set the conditions for proper compliance. The same rules as stated in (a) above will apply in Mail-In Balloting. Electronic (e-mail) voting may be used as an alternative procedure.

Section 9.3. Amendment of Declaration by the Board of Directors. Any error or omission occurring in this Declaration may be corrected by the Board of Directors without a vote of the Members by the recordation of a written instrument executed by a majority of the Board of Directors

Section 9.4. Amendment of Declaration by Members. Amendments to this Declaration may be enacted at any time either by membership meeting or by mail-in ballot with an affirmative majority vote of all Members. Electronic (e-mail) ballots are acceptable. For purposes of this Section 9.4, all Members shall be entitled to vote.

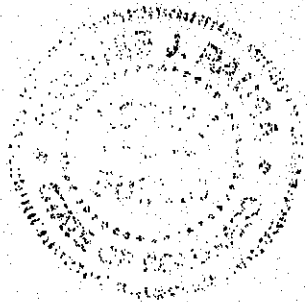
Additionally, a paragraph has been added to the last page of the declarations only to specify the year following the date that the declarations were filed with the state. Amendment is as follows:

"The above corrections to clerical errors are made this date and have been authorized by the Board of Directors of Pinon Ridge Property Owners Association, Inc."

  
Julie Gilman, Vice President

1-31-06  
Date

Subscribed and sworn to before me this 31<sup>st</sup> day of January, 2006.



Melaine J. Rausa  
Notary Public

My Commission Expires 06-10-2007

3rd on file

GERARDO J. GONZALES  
10-24-2005 At 02:08 PM.  
DEC OF COV 56.00  
Doc Fees .00  
OR Book 1052 Page 1952 - 1962

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS  
FOR PINON RIDGE ESTATES

Instrument Book Page  
200500682638 OR 1052 1952

THIS DECLARATION is made this 28 day of September, 2005 by Pinon Ridge Estates Property Owners Association, Inc. ("Declarant"). The purpose is to exempt the Property (as defined below) from the Colorado Common Interest Ownership Act. Capitalized terms are defined in Article 9, Section 9.1.

ARTICLE I  
GENERAL

Section 1.1 Common Interest Community. The name of the common interest community created by this Declaration is "Pinon Ridge Estates." Pinon Ridge Estates is a planned community as defined in the Colorado Common Interest Ownership Act Section 38-33.3-103(22), Colorado Revised Statutes, but intends to be exempt from such Act.

Section 1.2 Property Affected. Declarant owns certain real property in Las Animas County, Colorado described on the attached Exhibit A. The real property described on Exhibit A (and any added thereto by Declarant) is referred to in this Declaration as the "Property."

Section 1.3 Purpose of Declaration. This Declaration is executed and recorded

- (a) to provide for the Property Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of owners of land within the Property;
- (b) to define the duties, powers and rights of the Property Owners Association; and
- (c) to define the duties, powers and rights of the Board of Directors, and
- (d) to define certain duties, powers and rights of Owners. This Declaration restates and amends in its entirety any previous Declaration recorded against the Property. In all respects, any such previous Declaration is superseded and amended by this Declaration, which shall be the sole Declaration against the Property.

Section 1.4 Declaration. Declarant, for itself, its successors and assigns, hereby declares that the Property, and each part thereof, shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to tile covenants, conditions, restrictions, limitations, reservations, exceptions and other provisions set forth in this Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with Section 9.2 hereof, shall bind be a charge upon and inure to the mutual benefit of:

- (a) all of the property within the Property and each part or parcel thereof;
- (b) Declarant and its successors and assigns;
- (c) the Property Owners Association and its successors and assigns;
- (d) all other persons and entities having or acquiring any rights, title of interest in any property which is part of the Property or any part or parcel thereof or any Improvement thereon, and their encumbrancers, claimants, heirs, personal representatives, successors, and assigns.

ARTICLE 2  
PROTECTIVE COVENANTS

**Section 2.1 Property Uses.** All Lots in the Property shall be used exclusively for recreational, private residential or agricultural uses, provided that such uses shall be specifically limited to:

(1) The following uses permitted by right or by review under the zoning regulations for the Property: personal equestrian arena; farming or ranching; greenhouse and nursery; guest house; hay, grain, feed, seed and fertilizer storage (wholesale not retail), one family and/or two-family residence; and

(2) Any home occupation certificate granted by Las Animas County, Colorado through appropriate Board of Directors approval. No dwelling unit erected or maintained within the Property shall be used or occupied for any purpose other than a single family dwelling. Each principal family dwelling unit shall contain no less than 1400 square feet of enclosed finished floor area devoted to living purposes, (i.e., exclusive of roofed or not-roofed porches, patios, terraces, basements or garages). In addition, each Lot may include a separate second family dwelling unit of no less than 800 square feet of enclosed finished floor area devoted to living purposes. Any dwelling or building built on-site or manufactured off-site must meet all local and State building codes, and must be approved by the Pinon Ridge Estates Board of Directors prior to beginning construction. No lot owner shall dump refuse, trash or garbage or permit any action, which will cause the accumulation of animal waste, junky appearance or obnoxious odor.

**Section 2.2 Improvements.** No Improvement shall be erected within the Property, except family dwelling units and accompanying outbuildings, stables and other facilities necessary for the agricultural and/or recreational use of the Property (called "Improvements(s)"). Sentence removed. All gas, water and wastewater lines shall be underground, unless approved in writing by the Board of Directors.

**Section 2.3 Temporary Residence.** No pick-up, camper, camper trailer, tent, motor home or other similar accommodations may occupy a Lot other than for recreational purposes. RV trailers and/or a mobile home may be used on a Lot as a temporary residence during construction of a permanent residence on the Lot, for a period not to exceed twenty four (24) months unless authorized in writing by the Board of Directors. No such facilities may be used as a permanent dwelling.

**Section 2.4 Construction Completion.** The completion of residences must be completed within twenty four (24) months after commencement of construction unless the Board of Directors grants, in writing, more time. For purposes of this Section 2.4, "commencement of construction" for an improvement is defined as the breaking of ground for a foundation, and for an improvement as the undertaking of any visible exterior work. If construction is not completed within the time allocated by the Board of Directors after commencement, or if construction shall cease for a period of sixty (60) days, or longer if permitted by the Board of Directors, the Association will give the owner thereof written notice of such fact, and if construction on such improvement is not diligently commenced within thirty (30) days of such notice, the unfinished improvement or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by a contractor of the Board of Directors choice and at the cost of the Owner.

### ARTICLE 3 DENSITY, SETBACK AND QUALITY STANDARDS

**Section 3.1 Limitation on Dwelling and Subdivisions.** No more than two dwelling units shall be erected or maintained within any Lot. No Lot (notwithstanding any zoning ordinance or regulation to the contrary) shall be less than 35 acres in size. No Lot within the Pinon Ridge Estates may be replatted or subdivided.

**Section 3.2 Setback Area.** No building, porch, eave, overhang, projection or any part of a building shall be located within thirty (30) feet of any Lot line. All construction must also conform to the building code, zoning code, the Board of Directors approval and subdivision regulations of Las Animas County, which regulations may vary from the provisions of this section and other sections.

Section 3.3 Exterior Materials and Colors. Exterior walls of all structures shall be constructed of or covered by quality materials such as clapboards, wood shingles, wood, stone, stucco, vinyl, steel or masonry.

Section 3.4 Rebuilding or Restoration. Any dwelling unit or other Improvement which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or removed and all debris removed at the lot owner's expense. The Lot must be restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and within time allocated by the Pinon Ridge Estates Board of Directors.

Section 3.5 Fencing. All animals kept by a Lot Owner must be fenced or restrained within the boundaries of the Lot. All fencing must be approved by the Pinon Ridge Estates Board of Directors.

Section 3.6 Obstructions on Common Easements. No gates or obstructions may be placed at, or block any lot owner's access road unless access road terminates on the Lot Owners' property. A Lot Owner may place at its expense, a cattle guard on the common easement if the cattle guard is constructed to county road specifications and has a gate on one side of the cattle guard for use by vehicles, livestock, horses or persons otherwise using the road.

#### ARTICLE 4 MAINTENANCE STANDARDS

Section 4.1 Building and Grounds Conditions. Each Owner shall maintain the exterior of his or her dwelling unit and all other Improvements in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Each Owner shall, to the best of his or her ability, maintain his or her Lot in good repair and appearance at all times.

Section 4.2 Road Damage. Damage to the Property roads caused by vehicles and/or construction equipment ordered onto the Property roads by Members during weather conditions when the roads are vulnerable to severe damage shall be the responsibility of that Member along with the associated costs to make necessary road repairs.

Section 4.3 Refuse. No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside so as to be visible from any neighboring Lot or adjoining Property road, except during time of refuse collections.

Section 4.4 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any dwelling unit. No hog farm, feed lot or similar operation may be conducted.

Section 4.5 Parking. No parking is permitted on the Pinon Ridge Estates road system except for visitors vehicles, and no over night parking is permitted at any time.

Section 4.6 Inoperative Vehicles. No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot in such a manner as to be visible at ground level from any neighboring property or street, unless fully screened in a manner approved by the Board of Directors.

Section 4.7 Signs. The only signs permitted on any Lot or Improvement shall be:

- (a) One sign for identification of the occupant and address of any dwelling unit;  
No personal commercial signs (advertising your home business).
- (b) Real estate "For Sale" signs;
- (c) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger;
- (d) Such signs as may be required by law.

ARTICLE 5  
ASSOCIATION OPERATION

**Section 5.1 Association Structure.** The Association has been formed as a Colorado corporation under the Colorado Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in the Association Documents. As more specifically set forth hereinafter, the Association shall have a Board of Directors to manage its affairs. The board of Directors shall be elected by its Members.

**Section 5.2 Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. The number, terms and Qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation and Bylaws of the Association. The Board of Directors may, by resolution, delegate portions of its authority to an executive committee or to other committees; to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for the management of the affairs of the Association. Any action (except an Amendment to the Declarations) by or on behalf of the Association may be taken by the Board of Directors or any duly authorized committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration or by Colorado law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon all Members, Owners, related users and other Persons.

**Section 5.3 Membership in Community Association.** Each Owner shall be a Member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Membership in the Association shall not be assignable, separate and apart from fee simple title to a Lot, except that an Owner may assign some or all of the Owner's rights as an Owner and as Member of the Association to a contract purchaser, tenant, or First Mortgagee, and may arrange for such Person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for fulfillment of the obligations of Owner under the Association Documents.

**Section 5.4 Voting Rights of Members.** Members shall have the right to cast votes for the election of Board of Directors and on such other matters to be voted on by the Members, as provided in the Association Documents. One vote shall be allotted to each Lot as an Association Member. Voting rights and Procedures may be further defined in the Articles and Bylaws of the Association.

**Section 5.5 General Voting Procedures.** The procedures to be used when Members are required to vote on proposals shall be as follows, except as otherwise specifically provided in this Declaration or by Colorado Law.

(a) **Membership Meeting.** At any Membership Meeting, a measure may be passed with an affirmative majority of the votes cast. Proxy votes are permissible. Verification of a proxy shall require the proxy holder to have, in hand at the meeting, a signed letter from the Member authorizing the proxy vote. Proxy authorization shall be limited to a specific meeting only. Electronic (E-mail) proxy votes are acceptable.

(b) **Mail-in Balloting.** The Board or Officers of the Board may, at any time, call for a Members' vote on a specific issue using a "mail-in ballot" procedure (USPS), which must clearly define the issue and set the conditions for proper compliance. The same rules as stated in (a) above will apply in Mail-in Balloting. Electronic (E-mail) voting may be used as an alternative procedure.

ARTICLE 6  
DUTIES AND POWERS OF ASSOCIATION

Section 6.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association Documents. All powers of the Association shall rest ultimately with the Board of Directors.

Section 6.2 Duty to Manage and Care for Roads. The Association shall manage, operate, care for, maintain and repair all non-public roads within the Property, except for owners' private roads.

Section 6.3 Power to Engage Employees Agents and Consultants. The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain and pay for such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association Documents. These powers shall rest with the Board of Directors.

Section 6.4 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Nonprofit Corporation Act, as amended from time to time.

ARTICLE 7  
ASSESSMENTS

Section 7.1 Obligation for Assessments. Each Owner, for each Lot owned within the Property, by acceptance of a deed therefore or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all Assessments which are described in the Association Documents and which shall be both a personal obligation of the Owner and a lien against his Lot as provided therein. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments attributable to them and/or their Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for herein by non-use of the Property or the facilities contained therein, by abandonment or leasing of his Lot, or by asserting any claims against the Association or any other person or entity. In addition to the foregoing Assessments, charges, fees and other sums, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against his Lot. All property dedicated to and accepted by a public or governmental authority shall be exempt from Assessments hereunder.

Section 7.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the improvement and maintenance of non-public roads within the Property, and payment of other expenses specifically set forth herein.

Section 7.3 Common Assessments. The Common Assessments may include, and shall be limited to, the following common expenses:

- (a) Repairs and maintenance for non-public roads within the Property;
- (b) Expenses of management of the Association and its activities;
- (c) Taxes and special assessments upon the Association's real and personal property;
- (d) Premiums for all insurance which the Association is required or permitted to maintain;
- (e) Common service to Owners as approved by the Board;
- (f) Wages for Association employees and payments to Association contractors;
- (g) Legal and accounting fees for the Association;

- (h) Any deficit remaining from a previous Assessment Year; and
- (i) The creation of reasonable contingency reserve for future road maintenance expenses and administration expenses. Common Assessments shall be paid annually as provided in Section 7.6

**Section 7.4 Maximum Common Assessments.** The maximum annual Common Assessment on Lots shall be no more than \$300.00 per Lot. The Board of Directors may prorate the assessment for any Lot owner in the year of purchase of such Lot on the basis of the actual months of ownership of such Lot by the Lot Owner during such year. Effective 1 January, 2002 and each subsequent year the maximum annual Common Assessment may be increased by a vote of the Members, in accordance with Article 5, Section 5.1, at a general meeting or a meeting duly called for that purpose; written notice of which setting forth the purpose therefore shall be sent to all Members not less than thirty days or more than sixty days in advance of such meeting. Notwithstanding the foregoing, the maximum annual Common Assessment may not exceed \$300.00 per Lot or the maximum allowed by law to remain exempt under the Colorado Common Interest Ownership Act.

**Section 7.5 Common Assessment Procedure.**

(a) The Association Board of Directors shall set the total annual Common Assessment, within the limitations set forth herein, based upon an advanced budget of the Association's requirements for the following Assessment year. Within thirty days after adoption of the Association's budget for each year by the Board, the Board shall mail by ordinary first-class mail or otherwise deliver, a summary of the budget to all Owners and shall set a date for a meeting, or mail-in response, of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing, or other delivery of the budget summary. Unless at the meeting, or mail-in responses, a majority of all Owners present or with proxies or mail-in responses, reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by, the Board.

(b) After approval of the budget by the Owners the Board shall cause to be prepared, delivered or mailed to each Owner, at least thirty days in advance of the date payment is due, a payment statement setting forth the annual Common Assessment.

(c) All payments of Common Assessments shall be due and payable, without notice or demand, on the due dates declared by the Board. Common Assessments shall be applicable to all Lots. Each owner shall become responsible for Common Assessments on a Lot as of the date the Lot is transferred to such Owner. The first annual Common Assessment for each Owner shall be adjusted according to the number of months remaining in the year.

**Section 7.6 Rate of Assessment.** Common Assessments shall be sufficient to meet the expected needs of the Association as set forth in these covenants. Common Assessments shall be allocated equally and uniformly among all Lots so that each Owner is obligated to pay an equal Common Assessment for each Lot owned. The rates for Common Assessments shall be determined by dividing the total Common Assessments payable for any Assessment period, as determined by the ratified budget, by the number of Lots then subject to this Declaration. The resulting quotient shall be the amount payable with respect to each Lot.

**Section 7.7 Special Assessments.** In addition to Common Assessments, the Board of Directors may, subject to the provisions of this section, levy Special Assessments for the purpose of raising funds to deal with unanticipated matters concerning the Property or the Association. Special Assessments shall be equally, uniformly imposed upon Lots as provided in Section 7.6. The Association shall notify Owners in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified. The maximum amount of Assessment including both Common and Special Assessments may not



exceed \$300.00 per Lot per year or the maximum allowed by law to remain exempt under the Colorado Common Interest Ownership Act.

**Section 7.8 Cost of Enforcement. Late charges and interest.** If any Assessment is not paid within thirty (30) days after it is due, the Member, Owner or other Person obligated to pay the Assessment may be additionally required to pay all costs of enforcement, including without limitation, reasonable attorney's fees, court costs, witness expenses, and all related expenses, and to pay a reasonable late charge to be determined by the Board. Any Assessment which is not paid within ten days after the date of any notice of default given as set forth herein shall bear interest from the due date at a rate determined by the Board, not to exceed the lower of twenty-one percent per annum, or the maximum rate permitted by law, from the date until paid.

**Section 7.9 Notice of Default and Acceleration of Assessments.** If any Assessment is not paid within thirty days after its due date, the Board of Directors may mail a notice of Default to the Owner. The notice shall substantially set forth:

- (a) The fact that the installment is delinquent;
- (b) The action required to cure the default;
- (c) A date not less than twenty days from the date of mailing of the notice by which such default must be cured; and
- (d) That failure to cure the default on or before the date specified in the notice may result in foreclosure of the lien for the Assessment against the Lot of the Owner. If the delinquent Assessment and any collection expense, late charges or interest thereon, plus any other sums due as of the date of payment, are not paid in full on or before the date specified in the notice, the Board, at its option, may enforce the collection of the Assessment and all charges and interest thereon in any manner authorized by law or in the Association Documents.

**Section 7.10 Lawsuit to Enforce Assessments.** The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest, and other costs of enforcement against the defaulting Owner, including, without limitation, reasonable attorney's fees.

**Section 7.11 Lien to Enforce Assessments.** The Association shall have a lien for Assessments. Each Owner, by acceptance of a Deed to his or her Lot within the Property, agrees to pay to the Association all assessments, together with interest, late charges, and expenses of collection, and agrees that any Assessment shall be a lien upon the Lot against which the assessment is made. In addition to or in lieu of bringing suit to collect Assessment; the Association may foreclose its Lien as provided by law and in this section. The Board may elect (but is not required to) to file a claim of lien against the Lot of the defaulting owner by recording a notice ("Notice of Lien") substantially setting forth:

- (a) The amount of the claimed delinquency,
- (b) The interest and expenses of collection which has accrued thereon,
- (c) The legal description and street address of the Lot against which the lien is claimed, and
- (d) The name of the record Owner thereof.

Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Lien, including, without limitation, all court costs, recording costs and filing fees, have been fully paid or satisfied, the Association shall execute and record a notice releasing the Notice of Lien, if recorded, upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the cost of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of

Colorado applicable to foreclosure of real estate mortgagees (not including deeds of trust), or in any other manner permitted by law. The Association shall have the right and power to bid on the Lot at the sale and to acquire and hold, lease, mortgage, and convey the same.

## ARTICLE 8 EASEMENTS

### Section 8.1 Easements.

(a) Easement for Access Roads. The Association has ownership of a 75-foot right of way for the non-county access road(s) shown on the plat map, for non-exclusive use and access by all Lots, Members, and their invites.

(b) Other Easements. All other easements shall be as shown on the plat map for the Property, as amended from time-to-time, and as provided herein.

Section 8.2 Association Rights. The association shall perform road maintenance and other rights or obligations pursuant to this Declaration.

### Section 8.3 Utilities.

(a) The Association hereby creates and reserves to itself perpetual, alienable, divisible and releasable easement(s) and the right from time to time to grant or vacate such easements to others over, under, in and across all access road(s) conveyed or to be conveyed pursuant to Section 8.1 or otherwise by deed or plat map for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water and wastewater lines, for utility lines, for drainage and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes.

(b) The Association reserves a 20-foot easement along the outer boundary of the Property as shown on the plat map. In addition, the Association reserves a 10-foot utility easement along the side and rear lot lines of individual lots as shown on the plat map.

(c) If any utility or quasi-utility company furnishing a service covered by the easement(s) created herein request a specific easement by separate recordable document, the Association reserves and hereby gives the right and authority to grant such easement. The easement(s) provided for in this section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 8.4 Easements Deemed Created. All conveyance of Lots hereafter made shall be construed to grant and reserve the easements contained in this Articles 8, whether or not specific reference to such easement(s) or to this Article appears in the instrument of such conveyance

## ARTICLE 9 DEFINITIONS AND MISCELLANEOUS

Section 9.1 Definitions. Unless otherwise expressly provided in this Declaration, the following words and phrases, whenever used in this Declaration, shall have the meaning specified in this Section 9.1.

9.1.1 Assessment. "Assessment" shall I mean a "Common Assessment," pursuant to Section 7.3 or a Special Assessment pursuant to Section 7.7.

9.1.2 Association. "Association" shall mean Pinon Ridge Estates Property Owners Association, Inc., a Colorado non-profit corporation, its successors and assign.

9.1.3 Association Documents. "Association documents" shall mean the various operative documents of the Association, including:

(a) The Articles of Incorporation of the Association:

(b) The Bylaws of the Association; and

(c) This Declaration, and all amendments to this Declaration.

9.1.4 Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

9.1.5 Improvement(s). "Improvements(s)" shall mean those dwelling units and other appurtenant structures and/or facilities such as but not limited to fences, towers, roads, etc. and those defined in Section 2.2.

9.1.6 Property. "Property" shall mean the real property described on Exhibit A, together with any and all Improvements now or hereafter on such real property and appurtenances and rights to such real property.

9.1.7 Declarant. "Declarant" shall mean Pinon Ridge Estates Property Owners Association, Inc., its successors and assigns.

9.1.8 Declaration. "Declaration" shall mean this Declaration of Covenants.

9.1.9 Lot. "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot in a subsequent plat recorded against the Property.

9.1.10 Member. "Member" shall mean a member of the Association, who must also be a Lot Owner. Membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Lot.

9.1.11 Owner. "Owner" shall mean the record title holder, whether one or more Persons, of fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers there under.

9.1.12 Person. "Person" shall mean a natural person, a corporation, a partnership or any other public or private entity recognized as being capable of owning real property under Colorado law.

9.1.13 Rules and Regulations. "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

Section 9.2 Term of Declaration. Unless amended as herein provided, all provisions, covenants, conditions, restrictions, and equitable servitudes contained in this Declaration shall be effective for twenty years after the date when this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten years each unless terminated by agreement of the Owners with at least two-thirds of the voting power of the Association, in the manner provided in Section 218 of the Colorado Common Interest Ownership Act, Section 38-33.3-218, Colorado Revised Statutes.

Section 9.3 Amendment of Declaration by the Board of Directors. Any error or omission occurring in this Declaration may be corrected by the Board of Directors without a vote of the Members by the recordation of a written instrument executed by a majority of the Board of Directors.

Section 9.4 Amendment of Declaration by Members. Amendments to this Declaration may be enacted at any time either by membership meeting or by mail—in ballot with an affirmative majority vote of all Members. Electronic (E-mail) ballots are acceptable. For purposes of this Section 9.4, all Members shall be entitled to vote.

Section 9.5 Priority of First Mortgage over Assessments. Each lender who recorded its mortgage or deed of trust before Assessments have become delinquent and who obtain title to the Lot encumbered by the First Mortgage, whether pursuant to the remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title.

Section 9.6 Remedies Cumulative. Each remedy provided under the Association Documents is cumulative and not exclusive.

Section 9.7 Cost and Attorneys' Fees. In any action or proceeding under the Association Documents, the party which seeks to enforce the Association Documents and prevails, shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fee and expert witness fees.

Section 9.8 Limitation on Liability. The Association, the Board of Directors and any Member, agent or employee of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Colorado, including without limitation, circumstances in which indemnification is otherwise discretionary under Colorado law, in accordance with and subject to the terms and limitations contain in the Bylaws.

Section 9.9 Governing Law. The Association Documents shall be construed and governed under the laws of the State of Colorado.

Section 9.10 Severability. Each of the provisions of the Association documents shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial unenforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 9.11 Number and Gender. Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 9.12 Captions for Content. The titles, headings and captions used in the Association Documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 9.13 Mergers or Consolidations. The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and restrictions established upon any other property, as on plan.

Section 9.14 Conflicts in Documents. In case of any conflict between the Declaration and the Articles of Incorporation or the Bylaws of the Association, this Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 9.15 Registered Agent. A natural person or an entity, appointed by a business entity of record with the Colorado Secretary of State, to receive services of process for that business entity.

Section 9.16 Registered Agent Address. The street address and, if different, the mailing address of the registered agent's primary residence in Colorado or usual place of business in Colorado, if the registered agent is an individual, or of the registered agent's usual place of business in Colorado if the registered agent is an entity.

Section 9.17 Registered Agent Name. With respect to a registered agent who is an individual or a domestic entity, the true name of the registered agent and, with respect to a registered agent that is foreign entity, the foreign entity name.

IN WITNESS WHEREOF, The Association has executed this Declaration the day and year first above written.

PINON RIDGE ESTATES PROPERTY OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Director

STATE OF COLORADO

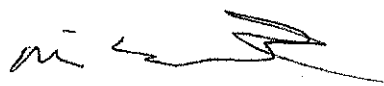
COUNTY OF LAS ANIMAS

17TH DAY OF OCTOBER

The foregoing instrument was acknowledged before me this ~~12~~ day of ~~August~~ 2004,

by Carolyn Curry, as President of Pinon Ridge Estates Property Owners Association. Inc.

*Mike Emmett*



Witness my hand and official seal.

My commission expires: ~~10-10-05~~

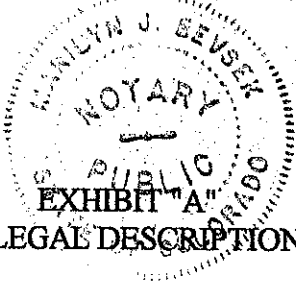
~~My Commission Expires February 22, 2009~~

My Commission Expires February 22, 2009

Notary Public



Box 759-100 E. Main St-Trinidad, CO 81082



LEGAL DESCRIPTION

Township 31 South, Range 65 West of the 6th P.M., Las Animas County, Colorado

Section 1: E1/2, E1/2W1/2

Section 12: E1/2NE1/4

Township 31 South, Range 64 West of the 6th P.M., Las Animas County, Colorado

Section 6: North 160' of NW 1/4NW 1 A