

**Declaration of Covenants,  
Conditions and Restrictions  
for the  
Raspberry Mountain Ranch  
Property Owners Association,  
Inc.**

**Incorporated Under the Laws of the  
State of Colorado**

**Amended and Approved by 71% of the  
Authorized Voting Membership  
And  
Recorded in the County of Huerfano  
State of Colorado  
March 2010**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the  
 RASPBERRY MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC.

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**PETITION:**

The undersigned, Officers of the Raspberry Mountain Ranch Property Owners Association, Inc., a non-profit corporation that represents the persons who hold legal title to real property situated in Huerfano County in the State of Colorado and depicted on the recorded plat map of Raspberry Mountain Ranch, as described in the Declaration of Protective Covenants-Raspberry Mountain Ranch, recorded in the County of Huerfano Court on November 1, 2000, Reception #346607, First Amendment to Declaration of Covenants for Raspberry Mountain Ranch recorded on September 4, 2003, Reception #359909 (Parcels 15 through 22) and Amendment to the Declaration of Covenants recorded on March 23, 2006, Reception #371850 (Parcels 23 through 39), desire to amend said Declaration of Covenants, Conditions and Restrictions. The undersigned republish and re-declare these covenants in their present form as set forth below:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the RASPBERRY MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC.

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**INTRODUCTION:**

Members of Raspberry Mountain Ranch Property Owners Association, Inc., a planned common interest community consisting of 39 Tracts of at least 35 acres and a Common Reservoir Site of approximately 18.4 acres equally shared with Cuchara River Estates Property Owners Association, Inc., are the owners of real property situated in the County of Huerfano, State of Colorado, hereinafter referred to as the "Property," and legally described on "Exhibit A" attached hereto. In order to protect the living environment and preserve the values in the Property, the Members do hereby declare that the land shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and provisions hereinafter set forth, and that each covenant, restriction, easement and provision shall inure to and run with the land and shall apply to and bind the successors and assigns of the present owners. The Property comprising of the above-mentioned land is made specifically subject to the following described covenants:

**ARTICLE I.                    INTENT:**

It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said Property, and prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of the Property Owners to enjoy their property in attractive surroundings, free of nuisances, undue noise and danger. Further, it is intended that the natural environment be disturbed as little as possible.

**ARTICLE II.                    PROPERTY OWNERS ASSOCIATION:**

The Raspberry Mountain Ranch Property Owners Association, Inc., a Colorado Nonprofit Corporation, will be operated as per the ByLaws of the Association:

II.a    Members:        Every Owner will automatically be a Member of the Property Owners Association and is entitled to one (1) vote per Tract owned. The right of each Tract to vote is limited by having all billed assessments current. (See Articles XV and XVIII for cross-reference.) All Members are encouraged to attend and participate at all meetings, including general membership, Directors meetings and committee meetings of the Property Owners Association.

II.b    Purpose of Association:        The purpose of the Association is to use its authority, as given in the ByLaws:

II.b.1.                    To enforce these protective covenants, conditions and restrictions.

II.b.2                    To assess Property Owners an annual assessment. Should any Property Owner fail to pay assessments when due, the Property Owners Association may use all remedies available by law and statute against the Property Owner for collection purposes.

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II.b.3 To provide upkeep and improvements to all private roads and the Common Reservoir Site in the Property.

II.b.4 To represent all Property Owners in matters of mutual interest.

II.b.5 To administer and lease grazing rights.

II.c Board of Directors: The business and affairs of the Association shall be managed by its Board of Directors. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. Such powers and duties of the Board shall include, but shall not be limited to the following, all of which shall be done for and on behalf of the Owners of the Tracts:

II.c.1 To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the ByLaws of the Association and supplements and amendments thereto;

II.c.2 To establish, make and enforce compliance with such Policies and Procedures as may be necessary for the operation, use and occupancy of all of the Tracts with the right to amend the same from time to time. A copy of such Policies and Procedures shall be delivered or mailed to each Member upon the adoption thereof;

II.c.3 To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the areas in the Property required to be maintained by the Association;

II.c.4 To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable by the Association;

II.c.5 To prepare a budget for the Association in the manner set forth in the Declaration and to adjust, decrease or increase the amount of the expense assessments and to levy and collect special assessments;

II.c.6 To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Member as is provided in the Declaration and the ByLaws. The Board shall have the duty, rights, power and authority to suspend the voting rights of any Member in the event that any assessment made remains unpaid more than thirty (30) days from the date the payment was due. Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of published rules and regulations of the Association. Such rights shall be reinstated upon payment of all past due assessments and all interest and costs charged in conjunction with such delinquency;

II.c.7 To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and the ByLaws, and to execute all such

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instruments evidencing such indebtedness as the Board may deem necessary and, upon the written consent of the Members entitled to vote, to give security therefore provided, however that security shall only be taken in the Association's Property, never in the Members' Property except to the extent the assessment remains unpaid. The persons who shall be authorized to execute promissory notes and security instruments on behalf of the Association shall be the President or Vice President and Secretary or Assistant Secretary;

II.c.8 To enter into contracts to carry out their duties and powers and to hire and fire all personnel necessary for the operation, maintenance, repair and replacement of the areas for which the Association is responsible under the Declaration;

II.c.9 To establish a bank account or accounts for the treasury and for all separate funds of the Association that are required or may be deemed advisable;

II.c.10 To authorize repairs, additions, alterations and improvements to the area as required to be maintained by the Association;

II.c.11 To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to allow examination thereof at any reasonable time by each Member and First Mortgagees of Tracts, and to cause a certified public accountant to prepare a compilation or review financial statements of the books and records of the Association at the end of each fiscal year. At the option of the Board, an annual review or audited financial statement may be required;

II.c.12 To prepare and deliver annually to each Member the reports prepared under subsection (11) above;

II.c.13 To meet at least annually;

II.c.14 To supervise all Officers, agents and employees of this Association, and to see that their duties are properly done;

II.c.15 As more fully provided in Article XV, ANNUAL ASSESSMENT and Article XVIII, EFFECT OF NONPAYMENT, to:

II.c.15.I Recommend the amount of the annual expense assessment against each Tract;

II.c.15.II Send written notice of each annual expense assessment to every Owner subject thereto in the manner and at the times set forth in the Declaration; and

II.c.15.III Foreclose alien against any Tract for which assessments are not paid within ninety (90) days after the due date or bring an action at law against the Owner personally obligated to pay the same;

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II.c.16 Subject to the provisions of the Declaration: to issue or to cause an appropriate Officer to issue, upon demand by a person, a certificate setting forth whether any assessment has been paid; a reasonable charge may be made by the Board of Directors for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment to that person who relies thereon to his detriment;

II.c.17 To cause all Officers and employees having fiscal responsibilities to be bonded, if and, as it may deem appropriate;

II.c.18 Employ the services of a manager or managing agent, or both, and such independent contractors or other employees as they deem necessary, and delegate any of their duties to such persons; provided, however, when so delegated, the Board of Directors shall not be relieved of its responsibilities under the Declaration, the Articles of Incorporation or the ByLaws; and

II.c.19 In general, to carry on the administration of the Association and to do all of those things necessary and reasonable to carry out the governing and the operation of the Property.

**ARTICLE III. DWELLINGS AND STRUCTURES:**

No building, or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until a working set of blueprints with complete specifications for all structures shall have been submitted to and approved in writing by the Board of Directors of the Association and by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board and its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with. Decisions concerning the approval or denial of an Owner's application for architectural or landscaping changes shall be made in accordance with standards and procedures set forth in the duly adopted Policies and Procedures or the Architectural Standards Policy and shall not be made arbitrarily or capriciously.

III.a No primary dwelling shall be built on the Property that is less than one thousand-five hundred (1500) square feet of living space.

III.b No Mobile or Manufactured homes will be allowed. Plans and construction must be approved by the Huerfano County Building Department and conform to all current applicable codes as adopted by the State of Colorado and Huerfano County.

III.c No structure or dwelling shall be built that exceeds two and one half (2-1/2) stories in height.

III.d No commercial or business activity shall be permitted unless approved by the Property Owners Association Board of Directors. Home office usage is permitted providing that such business does not materially increase traffic in or out of Raspberry Mountain Ranch.

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III.e No structure or any other improvement, including fencing, may be erected on any Tract within 50 feet from the centerline of Mountain Valley Road and any Raspberry Mountain Ranch road.

III.f No structure or any other improvement, including fencing, may be erected within fifteen feet (15') from the side and rear boundary lines, to allow for non-vehicular, recreational easements.

III.g Fences must be constructed in a manner, which conforms to the Department of Wildlife recommendations. (<http://wildlife.state.co.us/NR/rdonlyres/B0D65D61-6CB0-4746-94F1-6EE194E1C230/0/fencing.pdf>)

III.h All driveways and roads created by Owners on Owner's Tracts must be constructed and maintained in such a manner to prevent damage and/or necessary repair to roads maintained by the Association. Said construction shall include placement of necessary culverts and adequate surfacing material covering the entire length, or a minimum of one hundred-fifty (150) feet, of such roads adjacent to the roads maintained by the Association, in order to prevent erosion or debris buildup of roads maintained by the Association. The Owner's driveway must intersect at the same grade as the road maintained by the Association in order to facilitate road maintenance and drainage. Any driveway construction must be approved by the Ranch Manager before installation.

III.i Propane and other gas tanks shall be enclosed or concealed in a non-obtrusive and safe manner.

III.j Recreational Easements are to be used for non-vehicular, pedestrian and equestrian pathways. Camping and campfires are prohibited on the easements.

III.k Energy efficient design, including but not limited to, solar, wind, geothermal and photovoltaic systems, are encouraged as long as the design is integrated into the architectural form of the home and not treated as an afterthought or awkward appendage to the home or landscape per review and approval of the Architectural Review Committee.

III.l The removal by an Owner of trees, shrubs, or other vegetation around a dwelling for fire mitigation is encouraged as long as such removal complies with a written defensible space plan created by the Colorado state forest service, an individual company certified by a local governmental entity to create such plan, or the local fire protection service, and is no more extensive than necessary. The plan shall be registered with the Architectural Review Committee before the commencement of work.

III.m Notwithstanding any provision in the Declaration, ByLaws, or Policies & Procedures of the Association to the contrary, the following may not be prohibited on an Owner's Property:(1) the display of the American Flag, (2) a military service flag; (3) a political sign forty-five days before and seven days after an election, limited to 36" x 48" and (4) the parking of a motor vehicle required to be available as a condition of employment if all of the following criteria are met:(I) vehicle is less than 10,000 GVW;(II) Owner or occupant is a member of a volunteer fire department or employed by a primary provider of fire fighting, law enforcement, ambulance, or emergency medical services; (III) vehicle bears official emblem and (IV) parking of said vehicle does not interfere with reasonable needs of other Members.

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**ARTICLE IV. TRASH AND RUBBISH:**

Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. All containers must be constructed in a manner that prevents access by bears and shall be kept in a clean, sanitary condition so as to not endanger wildlife.

**ARTICLE V. NUISANCES:**

No Owner shall cause or allow the origination of excessive odors or sounds from his or her Tract. No Owner shall cause or allow any other nuisances of any kind whatsoever to exist on the Owner's Tract. In case of a dispute, at the request of an Owner, the Property Owners Association Board of Directors shall make the final determination of what constitutes a nuisance.

**ARTICLE VI. ANIMALS:**

Livestock and pets will be allowed on Raspberry Mountain Ranch for the personal use of Property Owners. Any animals raised for commercial purposes must be approved by the Property Owners Association. Commercial feed lots and swine are prohibited from Raspberry Mountain Ranch.

**ARTICLE VII. MOTOR VEHICLES:**

No motorized vehicles that are non-operational and non-licensed shall be kept, stored, or repaired on any Tract, unless said vehicle is kept or stored in a fully enclosed building.

**ARTICLE VIII. LAND USE:**

VIII.a Mining (including the removal of soil, gravel or rock), commercial wood harvesting and oil or gas production is prohibited. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil or gas wells, oil or gas tanks, mining tunnels, mineral excavations, or mining shafts be permitted upon or in any Tract. Property Owners own sixty percent (60%) and Raspberry Mountain Ranch POA, Inc. owns forty percent (40%) of the mineral rights on each Tract.

VIII.b Further subdivision of less than thirty-five (35) acres is prohibited.

VIII.c Property Owners should follow all applicable burning regulations and must personally supervise burning on their Tracts.

**ARTICLE IX. ENFORCEMENT:**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. The Association or any Member may bring enforcement actions.

**ARTICLE X. TERMS OF COVENANTS:**

These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument approved by not less than sixty-seven percent (67%) of the voting membership has been recorded, changing said covenants in whole or part.

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**ARTICLE XI. SEVERABILITY:**

Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

**ARTICLE XII. COUNTY REGULATIONS:**

To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

**ARTICLE XIII. COUNTER PARTS:**

This instrument may be executed in a number of counter parts, any one of which may be considered an original.

**ARTICLE XIV. ANNEXATION:**

Raspberry Mountain Ranch Property Owners Association, Inc., with the approval of sixty-seven percent (67%) of the authorized voting membership, may from time to time annex additional property consisting of at least thirty-five (35) acres per Tract that the Owners deem appropriate to the Association, by recording one or more Annexation Statements. Upon the recording of such Annexation Statement in the public records of Huerfano County, Colorado, all of the real property described in such Annexation Statement shall be deemed to be part of the Association and subject to all of the terms and provisions of these covenants.

**ARTICLE XV. ANNUAL ASSESSMENT:**

All Tracts within the Property shall be subject to payment of Property Owners Association annual assessment in an amount to be determined by the Association. The assessment may be increased only by a majority vote of the Members of the Association. Any increase in Association assessments will also require written assurance that any such increase will not cause additional regulatory or other requirements to be imposed upon the Association or any Owner.

**ARTICLE XVI. PAYMENT OF ASSESSMENTS:**

Annual assessments will commence upon conveyance at the date of closing. Whenever the obligation to pay assessments arise after the start of the calendar year, the first year's assessment will be prorated to the commencement date for the Tract involved. Assessments shall be payable in advance upon a date set by the Board of Directors. Any assessments that are not paid when due shall be deemed delinquent.

**ARTICLE XVII. SPECIAL ASSESSMENTS:**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment. A Special Assessment will be only to that year for the purpose of defraying, in whole or in part, one time, unexpected or extraordinary costs associated with maintaining or improving the property values as well as upholding the provisions of the covenants. The required approval for a Special Assessment is sixty-seven percent (67%) of the Members authorized to vote.

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**ARTICLE XVIII. EFFECT OF NONPAYMENT:**

The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Tract, and/or may suspend the delinquent Owner's right to vote. Such rights shall be reinstated upon payment of all past due assessments and all interest and costs charged in conjunction with such delinquency. In the event a judgment is obtained, such judgment shall include late charges and interest on the assessment and reasonable attorneys' fees, together with the expenses and costs of the action. The Board may enforce such lien by filing with the Clerk and Recorder of Huerfano County a statement of lien with respect to the Tract, setting forth the name of the Owner, the legal description of the Tract and the Owner's interest therein, the name of the Association and the amount of delinquent assessments then owing. The lien statement shall be duly signed and acknowledged by an Officer of the Association and notice thereof shall be sent by USPS, return receipt requested to the Owner of the Tract at the address of the Tract or at such other address as the Association may have in its records for the Owner of the Property. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorney fees, charges and interest have been fully paid or otherwise satisfied.

**ARTICLE XIX. ASSERTION OF LIEN:**

The Property Owner shall have a 30-day right to cure; dating from the date the notice is mailed. Thirty (30) days following the mailing of such notice, the Board may foreclose the statement of lien in the same manner as provided for in the foreclosure of mortgages under the statutes and laws of the State of Colorado. Except to the extent that the lien of the Association is subordinated to the lien of a First Mortgagee on a Tract pursuant to these covenants and except as subordinated by law to the lien on real property taxes, the lien of the Association shall be deemed to have priority date as of the date of the recording of this Declaration and shall have priority over all other liens and encumbrances against a Tract.

**ARTICLE XX. AMENDMENT OF DECLARATION:**

The Declaration of Covenants, Conditions and Restrictions for the Raspberry Mountain Ranch Property Owners Association Inc., herein stated, may be amended at any time upon approval of sixty-seven percent (67%) of the members authorized to vote.

**IN WITNESS WHEREOF**, the undersigned, being the Members of the Board of Directors of the Association, have executed these Declarations effective the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

President \_\_\_\_\_

Secretary \_\_\_\_\_

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