

**AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COLORADO'S TIMBER RIDGE SUBDIVISION**

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Colorado's Timber Ridge Subdivision ("Amended and Restated Declaration of Colorado's Timber Ridge Subdivision") is made by the Colorado's Timber Ridge Homeowners Association on behalf of the owners of lots in Colorado's Timber Ridge Subdivision according to the official plats thereof recorded in the office of the Clerk and Recorder of Archuleta County, Colorado, who have given the required consent to this Amended and Restated Declaration of Colorado's Timber Ridge Subdivision.

**I. RECITALS:**

**WHEREAS**, a Declaration of Protective Covenants of Colorado's Timber Ridge Subdivision was recorded on August 26, 1999, at Reception No. 99008651 in the records of the Clerk and Recorder for Archuleta County, Colorado which subjected all the real property described as Colorado's Timber Ridge, a.k.a. The Gomez Ranch as shown on Exhibit A of the Declaration (hereinafter the "Property" or "Colorado's Timber Ridge Subdivision"), to the terms, conditions, and restrictions of said Declaration; and

**WHEREAS**, supplemental declarations and amendments to the Declaration of Colorado's Timber Ridge Subdivision have been recorded in the office of the Clerk and Recorder for Archuleta County, Colorado on December 5, 2000, at Reception No. 20011530, on December 19, 2002, at Reception No. 20212642, on January 8, 2013, at Reception No. 2130009, on April 30, 2015, at Reception No. 21502717 and on May 29, 2015, at Reception No. 2150337 (collectively the "Original Declaration"; and

**WHEREAS**, combining all the supplemental declarations and amendments into a single updated declaration will provide better clarity for owners of property in Colorado's Timber Ridge Subdivision; and

**WHEREAS**, §38-33.3-217 of the Colorado Common Interest Ownership Act provides that a declaration may be amended with the approval of at least 67% of the owners of lots subject to the declaration unless a smaller percentage is provided for in the declaration; and

**WHEREAS**, the Third Amendment to the Declaration recorded May 29, 2015, at Reception No. 2150337 authorized the Declaration to be amended by at least 55% of the lots in Colorado's Timber Ridge Subdivision; and

**WHEREAS**, at least 55% of the owners of lots in Colorado's Timber Ridge Subdivision have approved this Amended and Restated Declaration of Colorado's Timber Ridge Subdivision.

**NOW THEREFORE**, the Colorado's Timber Ridge Homeowners Association hereby adopts the following Amended and Restated Declaration of Colorado's Timber Ridge Subdivision. The Original Declaration, including all supplemental declarations and amendments, is repealed and replaced. These covenants shall run with the land and shall be binding upon any person having or acquiring any right, title or interest in the Property, the improvements, or any part thereof.

## **II. DEFINITIONS**

- A. **DEFINED TERMS:** The following terms and words shall have the following definitions. Each term not otherwise defined in this Declaration, on the plat map, or the Bylaws shall have the meanings specified or used in the Act.
1. "Act" shall mean the Colorado Common Interest Ownership Act as set forth at Colorado Revised Statutes Section 38-33.3-101, *et seq.*, ss subsequently modified or amended.
  2. "Articles" shall mean the Articles of Incorporation for Colorado's Timber Ridge Homeowners Association
  3. "Assessments" shall mean regular or annual, special, or default assessments levied pursuant to this Declaration to provide funds required to meet obligations of the Association
  4. "Association" shall mean the Colorado's Timber Ridge Homeowners Association, a Colorado non-profit corporation, or any successor thereof charged with the duties and obligations set forth herein.
  5. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary or holder, which mortgage or deed or trust encumbers lots or real property on the Property.
  6. "Board" shall mean the Board of Directors of the Colorado's Timber Ridge Homeowners Association.
  7. "Bylaws" shall mean the Bylaws of the Association which have been or shall be adopted by the Board, as such Bylaws may be amended from time to time.
  8. "Common Properties" shall mean all real property in which the Association owns any interest for the common use and enjoyment of its Members, as designated on the Plat. Such interest may include without limitation, estates in fee, estates for a term of years, leasehold estates, parks or easements. Every Common Property may have a restricted use or purpose and may be designated for a specific use or purpose.
  9. "Declaration" shall mean this Amended and Restated Declaration of Colorado's Timber Ridge Subdivision.
  10. "Improvement Review Committee" shall mean the standing committee of the Association charged with the enforcement of all building, land use, and related covenants within Colorado's Timber Ridge subdivision.
  11. "Equestrian Center" shall refer to that part of Colorado's Timber Ridge Subdivision Phase Five which is designated Equestrian Center on the Plat thereof. The Equestrian Center shall be a recreational amenity to support horsemanship and other horse related events, a clubhouse, and

other general recreational amenities for the members of the Association. The Equestrian Center shall be a Common Property as defined in the Declaration. The Association shall determine, from time to time, what level and type of amenities shall be constructed on the Equestrian Center.

12. "Improvement" shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, walkways, recreational facilities, sights, decks, enclosures, change in exterior color or shape, excavation, and all other site work including without limitation grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement constructed or completed on the Property.
13. "Lot" shall mean a platted lot as shown on the Plats for Colorado's Timber Ridge Subdivision but shall not include Common Properties.
14. "Maintenance Fund" shall mean the fund created by assessments and fees levied pursuant to this Declaration to provide the Association with funds it requires to carry out its duties here under.
15. "Member" shall mean any person holding membership in the Colorado's Timber Ridge Homeowners Association by virtue of their ownership of a Lot.
16. "Open Space" shall mean all of the Lot except for any building or structure located thereon and shall include, but not limited to, lawns, garden, walkways, sidewalks, parking areas, and outdoor living or recreational spaces.
17. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property but excluding those having such interest merely as security for performance of an obligation.
18. "Plat" shall mean any plat of Colorado's Timber Ridge and all subsequent plats as filed in the records of Archuleta County, Colorado, which are subject to these Protective Covenants, Conditions and Restrictions, and as the same may be amended, or enlarged from time to time.
19. "Property" shall mean and refer to all the real property described as Colorado's Timber Ridge, a.k.a. The Gomez Ranch as shown on Exhibit A of the Original Declaration recorded August 26, 1999 at Reception No. 99008651 in the records of the Clerk and Recorder for Archuleta County, Colorado.
20. "Restrictions" shall mean this Declaration, as said Declaration may be amended from time to time
21. "Site Plan" shall mean a plan showing the improvements on a Lot. The plan shall include, but not be limited to, Lot line and numbers, setbacks, utilities, structures and other improvements with a North Arrow and scale

22. "Wetlands" shall refer to those areas delineated by Environmental Consultants for the U.S. Army Corps of Engineers and shown on the Subdivision Plat maps by the surveyor. These areas may contain characteristics of water, vegetation, soils, and wildlife identified as "wetlands".

### **III. MEMBERSHIP AND VOTING RIGHTS**

- A. **MEMBERSHIP:** Every person or entity, who is a record owner of any Lot within the Property shall automatically be a Member of the Association and accept the Association Bylaws and this Declaration. No Owner, whether one or more persons or entities, shall have more than one membership per Lot owned by such Owner, but all persons owning each Lot shall be entitled to the rights of membership and enjoyment appurtenant to the ownership of each Lot. The right of membership in the Association and the status as a Member shall terminate upon termination of status as an Owner of a Lot. Upon conveyance, sale or assignment of the Owner's interest, the selling Owner shall be relieved of liability for assessments levied from and after the date of such sale or conveyance, provided, however, that no such sale or conveyance of any ownership shall relieve any Owner of liability arising prior to the date of such sale or conveyance.
- B. **VOTING RIGHTS:** Members shall be entitled to one (1) vote for each Lot owned. The one (1) vote for each Lot shall be exercised by the Owner and when more than one person or entity holds an interest in a Lot, the vote for the Lot shall be exercised as the Owners may determine among themselves, but a vote for the Lot shall be cast by only one person
- C. **GOVERNANCE OF THE ASSOCIATION:** The Association shall be governed by and shall exercise all the duties, privileges and obligations set forth in the Declaration, the Articles of the Incorporation, and the Bylaws of the Association. The Association shall have all the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Association

### **IV. PROPERTY RIGHTS IN THE GENERAL COMMON PROPERTIES**

- A. **TITLE:** Title to the Common Properties shall be held in perpetuity by the Association
- B. **MEMBER'S EASEMENTS AND RIGHTS OF ENJOYMENT:** Along with reception of title to the Common Properties by the Association and subject to the provisions set forth in this Declaration, every Member of the Association shall have the right of enjoyment in and to the Common Properties and such right shall be appurtenant to and shall pass with the title to every Lot. The Member's rights of enjoyment to the Common Properties shall also be subject to the following:
  1. The right of the Association to grant easements and rights-of-way to such utility companies or public or private agencies or authorities as it shall deem necessary for emergencies and the proper service and maintenance of the Property.
  2. The right of the Association to grant temporary easements for storage of construction materials, dirt, etc. to Members or to the Association during construction of improvements

upon any Common Properties; provided that following the completion of such construction, the Common Properties shall be substantially restored to the condition existing before the construction, or to a conditions acceptable to the Environmental Control Committee and the Association, all at the sole cost and expense of said Member or Association as the case may be.

3. The right of the Association to enter into contractual management agreements to provide services or to maintain the Common Properties

C. EXTENSION OF RIGHTS AND BENEFITS: Every member of the Association shall have the right, subject to rules of the Association to extend the rights and easements of enjoyment vested to him to his tenants, family members and guests.

#### **V. COVENANTS FOR ASSESSMENT AND MAINTENANCE**

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS: Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association: (1) All regular (Annual) assessments or charges; (2) any special assessments or charges; and (3) any default assessments or charges all of which shall fixed, established, and collected as determined by the Association. The annual, special and default assessments, together with interest, costs, and reasonable attorney fees, and shall be a charge and continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs, and reasonable attorney fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment became due.

B. REGULAR OR ANNUAL ASSESSMENTS OF CHARGES: These annual assessments shall be used for maintenance of the Common Properties, services and facilities, payment of taxes and appropriate liability and hazard insurance thereon, for the maintenance of recreational facilities located on the Common Properties, for the provision of services to the Owners including, but not limited to subdivision perimeter fence maintenance, and other such needs of the Association and lot owner's as may arise. The Board of Directors shall prepare a budget prior to the beginning of each fiscal year of the Association and not less than thirty (30) days prior to the commencement of each fiscal year, the Board shall adopt a final budget and shall determine, levy and assess the Association's regular or annual assessments for the following year. The adoption of the final budget shall be subject to the provisions of the Act. All regular assessments shall be apportioned and allocated equally among all Lots.

C. SPECIAL ASSESSMENTS FOR IMPROVEMENTS, REPAIRS OR REPLACEMENTS: In addition to the annual assessments, the Association may levy in any assessment year, either as part of the annual assessment or as a separate assessment, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement or improvements on the Common Properties, or to make up any shortfall in the current year's budget. Notice of the amount and due dates for such special assessments shall be sent to each Owner at least thirty (30) days prior to the due date. Such special assessment shall

be for the use and benefit of all Lots. Special assessments shall be apportioned and allocated equally among all Lots and shall be adopted subject to the provisions of the Act.

- D. **LIMITATION:** Prior to the Board of Director's levying a special assessment that exceeds \$250.00 in an aggregate amount, the special assessment shall be submitted to and approved by an affirmative vote of a majority of the Members at either a regular meeting of the Members, by mail-in vote, or a special meeting of the Members called for such a purpose.
- E. **DEFAULT ASSESSMENTS:** Any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner, shall be a default assessment payable by the Owner and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such default assessment shall be sent to the Owner to subject such assessment at least thirty (30) days prior to the due date.
- F. **NONPAYMENT OF ASSESSMENTS:** Any assessment, whether regular, special or default assessment, which is to be paid within thirty (30) days of its due date shall be deemed delinquent. In the event that any assessment becomes delinquent, the Association, in its sole discretion, may take any or all the following actions, subject to and in accordance with the requirements of the Act:
  - Assess a late charge of at least 10% of the amount due and owing per delinquency. The percentage late charge may be amended by the Board of Directors. In the alternative the Board may assess an interest charge from the date of delinquency at the rate of 18% per year, or such rate as shall be established by the Board, subject to the limitations of the Act.
  - Suspend the voting rights of the Owner during any period of delinquency.
  - Bring an action against any Owner personally obligated to pay the delinquent assessment.
  - File a Statement of Lien with respect to the Lot and foreclose each lien in the manner set forth in the Act.

## **VI. IMPROVEMENT REVIEW COMMITTEE**

- A. **POWERS:** All plans and specifications for any structure or improvement to be erected upon the Property, and the proposed location thereof of the Property, the construction material, the roofs and exterior color schemes, any later changes, or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require Improvement Review Committee (IRC) approval in writing before any such work is commenced. The IRC serves at the pleasure of the Association Board and is accountable and answerable to same in all matters.
- B. **COMPOSITION OF THE IMPROVEMENT REVIEW COMMITTEE:** This committee shall be comprised of five (5) Owners appointed by the Board of Directors. Vacancies will be filled by Board

appointments. It is suggested that at least one (1) of the committee members, if possible, have professional qualifications in architecture, design, or land use planning.

- C. SUBMISSION OF PLANS: Anyone wishing to build on their Lot shall submit plans to the IRC in accordance with the guidelines, rules, and regulations then in effect. There shall be submitted to the IRC a building application on approved forms together with two (2) complete sets of the plans, elevations, site location plan for improvements, and a grading/drainage plan. The Site Plan shall include plot plans showing the location on the Lot of the buildings wall, fences or any other improvement proposed to be constructed, altered, or placed on the Lot. This submittal shall include color schemes and types of materials for roofs and exterior and proposed landscaping plantings. A filing fee in an amount to be set by the IRC shall accompany the submission of the plans to defray IRC expenses. No additional fees shall be required for subsequent submission or resubmission of plans revised in accordance with IRC requirements. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications have received such written approval as herein provided.
- D. COVENANT COMPLIANCE: The IRC may establish policies and procedures, and architectural guidelines to ensure compliance with the Declaration, the Bylaws and IRC policies.
- E. DISAPPROVAL: The IRC shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of the Declarations, if the design materials or color scheme of the proposed building or other structure is not in harmony with the general surroundings or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the IRC deems the plans, specifications, details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Property or the Owners thereof. The IRC shall not arbitrarily or unreasonably withhold approval of plans and specifications, and if plans are disapproved, disapproval shall be accompanied by suggested changes, which if adopted, would result in an approval. The IRC shall establish a reasonable time limit policy for submitting changes.
- F. NON-LIABILITY: Neither the IRC nor any architect or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Approval of the Committee shall not be deemed to constitute compliance with the requirements of the rules, regulations and building codes of Archuleta County and any other applicable state or federal agencies, and it shall be the responsibility of the Owner or any representative submitting plans to the IRC to comply therewith. The Owner must obtain all approvals, licenses, and permits prior to the commencement of construction
- G. ADDITIONAL REGULATIONS: The IRC shall have the authority to set up regulations as to the materials, height, and size requirements for all structures, outbuildings, fences, walls, etc., so long as they are consistent with the Declaration. The IRC shall also have the authority to adopt

from time to time, such additional rules and regulations as are appropriate or necessary to govern its proceedings and fulfill its obligations. Any substantive changes to rules, regulations and/or Architectural guidelines must be submitted to the Association Board for approval.

Changes will be implemented only after the Board has made the proposed changes available to the membership for a reasonable time for purposes of review and comment.

- H. No more than two houses that are architecturally the same or deemed considerably so will be allowed in Timber Ridge to keep the unique individual nature inherent to the development. Further if there are two homes that meet the above criteria they may not be on the same street or within close or visual proximity to one another as determined by the IRC.
- I. VARIANCES: The IRC may allow reasonable variances and adjustments of the restrictions to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein, provided that such is done in conformity with the intent and purposes hereof and that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Any variance so granted shall be in writing, signed by the Chairperson and Secretary of the IRC and the Lot Owner.
- J. ENFORCEMENT OF COVENANTS:
  - Violations Deemed A Nuisance. Every violation of the Declaration, the Articles and Bylaws of the Association and any rules and regulations adopted by the Association shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof.
  - Failure to Comply. The failure to comply thereto shall be grounds for imposition of a reasonable fine by the Association, for an action to recover damages, or for injunctive relief or for specific performance, or any of them. Reasonable notice and an opportunity for hearing shall be provided by the Association as applicable to any delinquent owner prior to imposing a fine or commencing any legal proceedings
  - Enforcement. Any action to enforce any violation of any provision of the Declaration by the Association shall be in accordance with the requirements of the Act. An action to enforce the Declaration may also be pursued by the Owner of any Lot.

## VII PRIVATE LOT USE AND RESTRICTIONS

- A. RESIDENTIAL USE: Lots shall be used exclusively for single family residential purposes including associated equestrian facilities. Guest houses and guest quarters above garages are allowed. Guest quarters that are above garages or otherwise attached to or incorporated into the primary residence are allowed provided they do not exceed five hundred (500) square feet in the floor area, exclusive of porches or decks. No buildings or improvements not associated with residential use shall be permitted.

- B. SINGLE FAMILY LOTS: One single family residence, together with all improvements including a guest house shall be situated within the setbacks of the lot.
- C. LOT CONSOLIDATION: In the event an Owner of multiple Lots irrevocably consolidates Lots into a single Lot, the resulting Lot may then have constructed thereon one family residence and all improvements including one guest house. Owners of consolidated Lots will continue to be assessed and have voting rights for each original Lot as platted.
- D. APPROVAL OF USE: No improvement shall be constructed on any Lot except as approved by the Improvement Review Committee , or other entity to whom review responsibilities have been assigned.
- E. No commercial or business enterprise of any nature, including short-term rentals of dwelling units or other structures for periods of less than 30 days, shall be allowed or permitted on any Lot. Those Lots on which short term rentals of less than 30 days were being operated on March 18, 2021, may continue to operate until the Lot is sold or March 18, 2025, whichever occurs first. The Owner of a Lot may be permitted to conduct a home business, provided:
  - a) the area used for the home business does not exceed 500 square feet in the residence, garage, or any other building on the Lot.
  - b) the home business does not produce offensive or noxious odors or unreasonably loud or disruptive noises.
  - c) the home business does not result in increased traffic within the Property (Colorado's Timber Ridge).
  - d) all business equipment, inventory and other business-related property is stored within the residence, garage, or other building where the home business is operated so there is no external appearance of the home business.
  - e) there are no employees other than residents and no placards or business signs are displayed.
- F. RIGHT OF ENTRY: The Owner of any Lot within the property shall be deemed to covenant and agree to grant the right of entry and operation to emergency vehicles and necessary equipment should the need arise in any emergency situation occurring within the Property.
- G. PARTITION: No part of a lot may be partitioned, separated, or subdivided from any other part thereof. Nothing herein shall be construed as to prohibit two Owners from splitting a Lot located between their Lots so long as no additional Lots are created, each resulting Lot has the same or greater street frontage, and the partition's split is irrevocably joined in title to contiguous Lots.

## VIII. DESIGN REQUIREMENTS

- A. DESIGN REQUIREMENTS: Any residence, garage, building, or improvement situate on any Lot shall comply with the design requirements of the Declaration
- B. SETBACK: All improvements shall be constructed entirely within a 50' (feet) setback from all Lot lines except perimeter fencing and landscaping.

- C. UNIFORM BUILDING CODE: All buildings and improvements shall meet the requirements of the Uniform Building Code, including fire protection standards, and any other building code or fire code of Archuleta County, Colorado, then in effect.
- D. DWELLING SIZE/DENSITY: Minimum heated residential floor area (exclusive of porch, garage, covered decks, cabanas, or similar structures) will be not less than 2,300 square feet when attached to a two (2) car garage. The minimum heated residential floor area of a house with a detached garage will not be less than 2,800 square feet. This restriction will run with the land in all Phases, provided Lots on which plans for a residence were approved by the ECC (now referred to as the IRC) prior to April 29, 2015, will not be required to modify the home in order to increase the minimum heated residential floor area in order to comply with these minimums.
- E. HEIGHT: The maximum height of any building shall be 35' (feet). The height of a building for the purpose of this requirement shall be measured and determined in the manner provided by the Uniform Building Code.
- F. ENGINEERED FOUNDATIONS: Residences and guest houses on all Lots will require a foundation designed by a Colorado licensed engineer.
- G. ROOFS: All roofs must be constructed of a non-combustible material. All roofs must have a color finish approved by the IRC.
- H. GARAGES AND PARKING: Each Lot shall include at least two (2) parking spaces and a two (2) car garage attached or detached. All recreational vehicles, campers, boats, horse trailers, trailers, snowmobiles, etc. must be stored inside the garage or approved storage building or stored outside with fence and/or landscape screening so as to not be visible from the front of the Lot. Recreational vehicles, campers, boats, horse trailers, trailers, snowmobiles, etc. may be temporarily located outside the garage for cleaning, annual maintenance, or similar purposes not to exceed 7 days. Lot Owner's RVs may be located outside the garage on the Lot not more than 45 days annually and guest RVs for no longer than 30 days in a single stay.
- I. EXTERIOR BUILDING MATERIAL AND STYLE: Geo-dome, A-Frame, subterranean and similar styles shall not be allowed. All buildings shall be built in an exterior style and with colors and materials that are a complement to the area and similar in style, color, and materials to the buildings in existence in the surrounding areas., No external walls shall consist of composition shingles or unplastered cement or similar type block. All exterior colors or walls and roofs will be natural or earth tones to blend with the natural surroundings except that colored trim may be allowed upon approval of the IRC. Rusted or partially rusted metal may be used as splashguards as outlined in the Architectural Guidelines. In addition to splashguards, a total of twenty-five(25) percent of exterior vertical wall space (measured in square feet) may be metal as reviewed and approved by the IRC
- J. REFUSE AND OUTSIDE STORAGE OF MATERIALS: No trash, ashes, garbage, or other refuse shall be allowed to accumulate or be placed on any Lot or the Property. A burning permit issued by

the Pagosa Area Fire Protection District will be required before burning on any Lot. Service and utility areas, including wildlife resistant trash receptacles with lids shall be located inside or screened from view with fencing or landscaping. Propane tanks must be screened from view with a two-sided fence, landscaping or a combination of fencing and landscaping. Propane tanks engineered to be installed below ground are allowed.

- K. DEFENSIBLE FIRE ZONE: Each owner shall protect the Owner's Lot and the neighborhood by creating at least a thirty (30) foot safety zone around all buildings as follows:
- a) Thin out continuous tree and brush cover and dispose of debris.
  - b) Remove dead tree limbs, trim branches to a height of ten (10) feet, and trim branches that extend over the eaves of the roof.
  - c) Maintain a watered green belt immediately around buildings and plan for an exterior water source that can reach around the building.
  - d) Firewood shall be stacked away from buildings.
  - e) On Lots where slope exceeds ten percent (10%), the defensible fire zone shall be increased to sixty (60) feet around all buildings
  - f) On Lots where slope exceeds fifteen percent (15%) and tree cover is continuous, less quality trees must be thinned to provide eight (8) to ten (10) feet between outer tips of tree branches. This would be in compliance with recommendations provided by the Colorado State Forest Service
- L. FENCES: All fences, including the location and style of fence, must be approved by the IRC. A maximum of seventy-five per cent (75 %) of the Lot may be enclosed by fencing. Fences along the rear or back Lot line must be ten (10) feet inside the Lot line to accommodate equestrian paths. This also applies to proposed fences alongside Lot lines that are contiguous to equestrian trails or firebreaks as shown on the Plat, ten (10) feet inside the Lot line. Boundary/Perimeter fences may be built to a maximum height of 42" (inches). This design conforms to the Division of Wildlife guidelines for fences and has been found to be adequate for livestock while generally allowing deer and elk to cross with a minimum of difficulty. Non boundary/perimeter fencing may be at a height approved at the discretion of the IRC. Fences must be constructed of wood, fiberglass, smooth wire or plastic. No chain link or barbed wire fencing material will be allowed with the exception of chain link dog runs.
- M. WOOD BURNING DEVICES: All solid fuel or wood burning stoves and devices, including fireplaces, shall comply with any rules and regulations implemented and in effect by any federal, state, or local governmental entity.
- N. ANTENNAE: Any exterior radio, television, microwave, or other antennae, signal capture or distribution device may extend no more than 6' (feet) above the house or garage to which it is

attached. Free standing devices shall not be higher than the house and must be visually screened with landscaping, fence, or wall so as to not be visible from beyond the Lot.

O. TREES: No tree over five (5) inches in diameter measured at four and one-half feet from the highest ground level at the base of the tree, may be cut down or removed from a Lot, except upon application to and written permission from the IRC. Notwithstanding the foregoing, trees may be removed from a Lot for home construction, creation of defensible fire zones and limited view enhancement, but only upon IRC written approval.

P. UTILITY LINES: All electric, gas (when available), water, telephone, sewer, or other utility lines shall be placed underground when extended from the property line to any dwelling or other improvement on the Lot. Utility easements are located along all Lot boundaries as shown on the recorded Plat.

Q. WETLANDS PROTECTION: Areas identified as 'wetlands' on Plats shall be protected from intrusion before, during and following construction activities. Impacts to wetlands by driveways or buildings are prohibited unless the Owner applies for and receives a permit from the U. S. Army Corp of Engineers. To prevent unplanned fill material from entering wetlands, control techniques such as sediment fencing, hay bales, berms, and re-vegetation are required.

## **IX. CONSTRUCTION AND MAINTENANCE REQUIREMENTS**

### **A. CONSTRUCTION**

1. Continuity of Construction. All construction, reconstruction, alterations, or improvements shall proceed diligently to completion and shall be completed within twelve months of the commencement thereof, unless an exception is granted by the IRC. No building or improvement shall be occupied until same has been substantially completed in accordance with approved plans and specifications and an occupancy permit has been issued by the Archuleta County Building Inspector.
2. Drainage. No owner shall do or permit any work, construct any improvements, or do any landscaping which shall alter or interfere with the natural drainage leaving their Lot. Building construction should avoid the bottom of the natural drainages. All work shall conform to the drainage plan submitted with the building application to the IRC and as authorized for any surface after discharge easement. Any alteration, improvement, or interference with any watercourse, ditch or drainage shall be designed by a Colorado licensed engineer or architect and comply with applicable local, state, and federal regulations.
3. Excavation. No excavation shall be made on any Lot, except in connection with a building or other improvement approved in accordance with this Declaration.
4. Mandatory Utility Services. All Lots shall connect to central water and sewer services. All individual water connections and sewer connections shall be constructed, installed, and maintained in compliance with all applicable rules and regulations of any governmental or quasi-

governmental entity having jurisdiction over the Property, specifically including, but not limited to, the Pagosa Area Water and Sanitation District, Archuleta County, San Juan Basin Health District and the State of Colorado.

5. **Occupied Temporary Structures.** No occupied temporary structure, mobile home, house trailer or motor home shall be permitted on any Lot, except as referred to in Section VIII. H, Guest RV parking. All buildings or structures erected, placed, or permitted upon a Lot shall be of new construction and no building or structures shall be moved from other locations onto a Lot, except as allowed by the IRC. This paragraph is not intended to prohibit the use of preassembled or manufactured components, such as roof trusses, precut logs, wall systems, or other similar components. However, a well-built temporary structure or trailer will be permitted to be used during construction on a Lot, provided that it is located near the construction site and shall be removed within fourteen (14) days of substantial completion of the dwelling construction
  6. **Encroachment Easement.** An encroachment easement of the border of the Lots is reserved by the Association in the event that engineering or maintenance, such as the subdivision perimeter fencing repair, dictate the necessity for encroachment provided that such encroachment will not significantly damage the Lot.
  7. **Noxious Weed Control.** Every Owner, whether or not the Owner's Lot contains any improvements, shall take all action necessary to restrict the growth of and remove, noxious weeds and grasses, as identified by Archuleta County accordance with all applicable local, state, and federal requirements. The Control of noxious weeds using chemical control methods shall be in accordance with U.S. EPA label restrictions and shall be applied by an individual experienced in chemical application and safety requirements.
  8. **Re-Seeding.** Following construction in all areas, including sloping terrain, bare soil shall be re-seeded by the lot owner to prevent erosion and dust. Re-seeding should be with grasses and wildflowers native to the area or with grass seed in an area to be maintained as lawn. Colorado State University Extension Office will advise the lot owner on suitable seed varieties for this area.
  9. **Mining or Quarrying.** The mining or quarrying or rocks, stones, gravel, or earth is prohibited.
- B. **MAINTENANCE:** The Lot and all improvements thereon shall be maintained at all times by the Owner in good condition and repair. If an Owner fails to maintain the Lot, or any improvements thereon, in good repair, the IRC may give the Owner written notice of the needed maintenance or repair. If said maintenance or repair is not completed by the Owner within 45 days of mailing of said notice, the IRC, at its option, may contract with a third party for the needed work and assess the costs of same against the Owner as a default assessment.
1. **Signs.** No signs whatsoever shall be permitted except the following:

- Residential identification signs displaying appropriate house numbers, as required by Archuleta County and the Pagosa Area Fire Protection District. Family name or ranch name signs are allowed.
  - One (1) "For Sale" sign. Dimensions shall be set forth in policy.
  - Contractor signs during period of construction.
2. Abandoned or Inoperable Vehicles. Abandoned or inoperable automobiles or motor vehicles of any kind shall not be stored or parked on any Lot, road, or Common Properties within the Property. Abandoned or inoperable vehicle shall be defined as any vehicle which is either incapable of legal operation upon a public roadway or has not been driven under its own power for a period of thirty (30) days or longer, provided, however, this shall not include vehicles parked by Owners while temporarily away from their residences. All inoperable or temporarily stored vehicles must be stored inside a garage or storage building on the Lot.
  3. Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise, including but not limited to barking dogs, exterior horns, whistles or bells, or other nuisance shall be permitted to exist or operate upon the Lot by its Owners or occupants, provided, however, that this section shall not apply to any noise or other activity approved by the IRC, including construction of any improvement.
  4. Hazardous Activities. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include but are not limited to fireworks, discharge of firearms or explosives. Firearms may be used to dispose of nuisance wildlife, such as skunks, in accordance with applicable state and local laws.

## X. ANIMALS

- A. RULES AND REGULATIONS: The Association may adopt suitable rules and regulations as to the keeping and maintaining of any animals on any Lot and may regulate the number and type of animals to be allowed, kept, or maintained on any Lot.
- B. CONFINEMENT: All animals, specifically including but not limited to dogs and cats, shall be kept confined to the area constituting the building site, if applicable, and if not, to an area within fifty (50) feet of the residence or attached to a leash or other suitable control device. No animals shall be allowed to run free. The owner of any animal shall be personally liable and responsible for all actions of such animals and any damage caused by such animal.
- C. NO LIVESTOCK GRAZING: No livestock grazing shall be allowed in Colorado's Timber Ridge Subdivision. Pack animals may be confined on the property with supplemental feeding for no longer than two (2) weeks at a time and no longer than three (3) weeks per year.

- D. HORSES, LLAMAS & ALPACAS: Horses, llamas, and alpacas will be stalled with a designed exercise area, supplemental feed and water provided daily, and weekly manure removal. IRC may grant a variance, upon application, to supplement feeding to include limited grazing based on an on-site evaluation.
- E. NO BARNYARD ANIMALS: No barnyard animals including cattle, chickens, pigs, goats, or rabbits shall be bred, raised or confined on any Lot. Lot Owners with children participating in a 4-H project may apply to the IRC for a variance to the restriction
- F. NUISANCE WILDLIFE: The Lot Owner, the Association or the Colorado Division of Wildlife shall be authorized to remove or otherwise dispose of any nuisance wildlife found on the Property in accordance with applicable state and local laws.
- G. NO WILDLIFE FEEDING: No wildlife feeding shall be permitted except for bird feeders for song birds.
- H. DOMESTIC ANIMALS: Each household shall have not more than three (3) dogs and/or three (3) cats. Domestic pet food must be kept inside the house or garage.
- I. GARBAGE AND TRASH CONTAINERS: All containers for the storage of garbage must be secure wildlife resistant containers with lids. Homeowners shall store garbage cans in closed areas such as the garage and only put trash out when it is scheduled to be picked up to prevent attracting wildlife.

## XI. COMMON PROPERTIES USES AND RESTRICTIONS

All parks, recreational facilities and other amenities within the Property are private, and neither the recording of the Plat nor any other act with respect to the plat, shall be construed as a dedication to the public, but rather all such parks, recreational facilities and other amenities shall be for the use and enjoyment of members of the Association, lessees, and guests of such members of the Association. All recreational facilities within the Property shall be conveyed to the Association as Common Property for the common use, benefit and enjoyment of its Members, and such conveyance shall be accepted by it, provided it is free and clear of all financial encumbrances.

### A. RULES AND REGULATIONS

- 1. All uses of Common Properties shall be subject to rules and regulations of the Association as promulgated and revised by the Board thereof from time to time.
- 2. The Common Properties shall not be partitioned at any time.
- 3. All parks, green belts and other common facilities are alcohol free areas.
- 4. No obnoxious, offensive, or illegal activities shall be carried on at any time nor shall anything be done or placed therein which may be or become nuisance or cause unreasonable disturbance or annoyance to the owners in the enjoyment of their parcels or in the Common Properties.

5. Uses of the undeveloped and unimproved Common Property shall be limited to those activities which do not materially injure or scar the Common Properties, or the vegetation thereon, substantially increase the cost of maintenance thereon, or cause unreasonable disturbance to the Owners in the enjoyment of their Lots or the Common Properties unless sanctioned or approved by the IRC and the Association.
6. There shall be no fires started or maintained on the Common Properties, except fires started by the Association or its employees incidental to the maintenance of the Property and except for cooking and campfires in those areas designated for that use.
7. Pets must be accompanied by and under the control of their owners.
8. Horses shall be allowed upon paths or other facilities designated as bridle paths by the Association and upon equestrian facilities intended for that use.
9. IRC may grant a Special Event Permit for weddings, family reunions, etc. which will allow serving alcohol.

#### B. IMPROVEMENTS ON COMMON PROPERTIES

1. No improvement, excavation or other alteration shall be made which would in any manner alter the Common Properties from their existing state at the time of conveyance to the Association unless approved in advance by the IRC.
2. Complete liability and hazard insurance coverage on the Common Properties shall be maintained by the Association.
3. A noxious weed control program shall be implemented and maintained by the Association.
4. The Association shall maintain the perimeter fence of the Property, with consideration to input and guidelines from the Colorado Division of Wildlife.
5. The Association shall address fire protection issues in plans for park area and common facilities uses. These issues include, but are not limited to, installing fire breaks, thinning dense stands of trees and/or brush and clearing around fire hydrants.

#### XII. DURATION AND AMENDMENT

- A. TERM: This Declaration and every provision hereof and every covenant and restriction contained herein shall run with and bind the land and shall continue in full force and effect for perpetuity unless otherwise terminated, amended, or modified as herein provided.
- B. AMENDMENT: This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Owners of at least 55% of the lots in the Property. Any amendment will be by an instrument duly executed by the Association and recorded in the office of the Clerk and Recorder of Archuleta County, Colorado and upon

such recording shall be for the benefit of and be binding on all Owners of Lots within the Property.

### XIII. GENERAL PROVISIONS

- A. **SEVERABILITY:** This Declaration, to the extent reasonably possible, shall be construed to give validity to all provisions of the Declaration. If any provision is determined to be invalid, unenforceable, or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.
- B. **CONSTRUCTION:** In interpreting words herein, unless the context shall otherwise provide or require, the singular include the plural, the plural shall include the singular and the use of any gender shall include all genders.
- C. **HEADINGS:** The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration.
- D. **WRITTEN NOTICE:** All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by regular mail, postage paid, to the address of such Owner on file in the records of the Association at the time of such mailing.
- E. **LIMITATION OF LIABILITY:** Neither the Association or any officer or director shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify all officers and directors with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.
- F. **ATTORNEY FEES:** In any civil action to enforce or defend the provisions of the Declaration, Bylaws, Articles of Incorporation , or Rules and Regulations, the court shall award reasonable attorney fees, costs, and costs of collection to the prevailing party.
- G. **APPLICABLE LAW:** The proper jurisdiction and venue for any action pertaining to the interpretation of enforcement of the Declaration shall be the District Court of Archuleta County, Colorado.

**IN WITNESS WHEREOF**, the Colorado's Timber Ridge Homeowners Association has executed this Amended and Restated Declaration of Colorado's Timber Ridge Subdivision this \_\_\_ day of September 2021.

**COLORADO'S TIMBER RIDGE HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_  
Name: James Smith, President

By: *Kristine Rubish*  
Name: Kristine Rubish, Secretary

[acknowledgement on following page]

STATE OF COLORADO )

)ss  
COUNTY OF LA PLATA )

*Archuleta*

The forgoing was acknowledged before me this 28 day of September 2021 by James Smith as President and Kristine Rubish as Secretary of the Colorado's Timber Ridge Homeowners Association and by their signatures hereon, they affirm that this Amended and Restated Declaration of Colorado's Timber Ridge Subdivision was approved by not less than 55% of the Owners of Lots in Colorado's Timber Ridge Subdivision.

Witness my hand and official seal

My Commission Expires: 2/21/2025

*Nicole Smith*

Notary Public

