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RIO GRANDE
SANDRA J JACKSON
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SUPP COVNTS 61.00
State Doc .00
OR Book 527 Page 2391 - 2402

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR BIG RIVER AT SOUTH FORK RANCHES

Instrument Book Page
200600393977 OR 527 2391

South Fork Ranches, LLC, a Colorado Limited Liability Company is the owner of Real Property situated in the County of Rio Grande, State of Colorado known as "Big River at South Fork Ranches Homeowners Association," and legally described on Exhibit A attached hereto and incorporated herein. Exhibit A is the same legal description as the platted Phase I Lots 1 through 15, for Big River at South Fork Ranches and the Property Owners Association on Big River at South Fork Ranches as recorded in Drawer 11 at Map 283 in the records of the Clerk and Recorder of Rio Grande County, CO. These "Covenants" (defined below) are applicable to Big River Lot Owners and residents only. Declarant, in order to protect the living environment and preserve the values of Property, does hereby declare the Property should be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth ("Covenants"), and each covenant, restriction and provision shall inure to, and run with the Property, and shall apply to, and bind, the successors and assigns of the present owners. The Property is made specifically subject to the following described Covenants.

1. **Definitions.** The following words and expressions as used in these Covenants have the meanings indicated below unless the context clearly requires another meaning.

"Architectural Review Committee" shall mean Big River at South Fork Ranches Architectural Review Committee.

"Association" shall mean Big River at South Fork Ranches Property Owners Association, Inc., a Colorado non-profit corporation.

"Board" shall mean Big River at South Fork Ranches Property Owners Association, Inc. Board of Directors, as elected pursuant to the bylaws for the Association.

"Builder" shall be any person who acquires any part of the Property to construct Initial Improvements thereon, any Person or entity including related entities who purchase more than 5 lots during any twelve month period shall be considered Builder unless otherwise agreed upon by Declarant, or any other Person so designated by Declarant. A Builder must commence and complete construction of Initial Improvements of at least one parcel within one year from the date of acquisition. Also, a minimum of one Dwelling Unit thereafter each consecutive year, and Builder must complete build-out of all Lots within 5 years of acquisition unless otherwise approved by Declarant.

"Declarant" shall mean South Fork Ranches, LLC, a Colorado limited liability company and its successors and assigns.

"Lot" shall mean those portions of the Property designated on the recorded plat.

"Master Association" shall mean South Fork Ranches Master Homeowners Association, Inc., a Colorado non-profit corporation organized pursuant to Colorado Law.

"Owner" shall mean any person, persons or legal entity holding the recorded fee simple interest in a Lot or Lots in Big River at South Fork Ranches.

"Property" shall mean certain real property described in Exhibit A, together with all appurtenances thereto and all improvements now or hereafter thereon, together with any additional property which may be annexed as provided herein.

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

3. **Association**. The Association will be operated as pursuant to the Articles of Incorporation, and Bylaws of the Association, and any Rules, if any, defined below adopted by the Association ("Authority Documents").

A. Membership. Every Owner will automatically be a member of the Association with one vote per Lot. As long as Declarant holds in fee simple greater than 20% of the Property, Declarant shall be entitled to appoint the majority of the directors of the Board entitled to be elected pursuant to the Authority Documents with the remaining directors elected by Owners.

i. Every owner will be required to maintain membership privileges with the Rio Grande Club, LLC, (Club) per the membership plan, which allows fishing privileges in Club waters.

B. Purpose. The purpose of the Association is to use its authority as given in the Authority Documents to:

i. Assess Owners' annual assessments and special assessments. Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Lot shall be a continuing lien, in favor of the Association, upon the Lot against which each such assessment, fee or other sum is made.

ii. Repair, maintain, construct and reconstruct improvements to all commonly owned property contained within Property, other than the private roads which shall be maintained by the South Fork Ranches Master Homeowner's Association, Inc. Notwithstanding anything contained herein to the contrary, the Association shall have no duty to maintain and/or repair any commonly owned property until such time as 80% of the Lots within each phase of the Property have been conveyed by Declarant to third parties. Until such time, Declarant shall be responsible for all construction, maintenance and repair of the private roadways.

The authority reserved by the Association under this subsection 3B(ii) shall include the right to enter upon a Lot within the Property to construct improvements and maintain and/or repair such improvements located on the Lot. The roads will be conveyed by Declarant to the South Fork Ranches

Master Homeowner's Association upon 80% sell out of Big River at South Fork Ranches;

iii. Represent all Owners in matters of mutual interest;

iv. Appoint/elect a 3-member committee as outlined in Section 4 below;

v. The Association may adopt, amend, repeal and enforce such rules and regulations ("Rules") as may be deemed necessary or desirable with respect to the interpretation and implementation of these Covenants and matters related thereto, the operation of the Association, the use and employment of the common area, if any, and the use of any other property within the Property. The Rules shall be effective upon adoption by resolution of the Board. Written notice of the adoption, amendment or repeal or any Rule shall be provided to all Owners by the Association, and copies of the currently effective Rules shall be made available to each Owner upon request. Rules shall have the same force and effect as if they were set forth in, and were part of these Covenants. In the event of conflict between the Rules and the provisions of these Covenants, the provisions of these Covenants shall prevail. Notwithstanding anything contained herein to the contrary, the Rules, or any part of them, may be vetoed by a 2/3 vote of the Owners.

vi. The Association shall have all other power conferred to it by these Covenants and the Authority Documents; and

vii. The Association shall have the power to grant access, utility, drainage, water facility and any other easement in, on, over or under any common area for any lawful purpose, including without limitation, the provision of emergency service, utilities, telephone, television or other uses or services to some or all of the Owners.

4. Architectural Review Committee.

A. Written Approval of Plans Required. No improvements or alteration of any Lot shall be constructed, erected, placed, planted, applied or installed upon any Lot unless plans and specifications therefore shall have been first submitted to, and approved in writing by the Architectural Review Committee. Said plans and specifications shall show exterior design, height, materials, color and location of the improvements and type of landscaping, fencing, walls, windbreaks and land grading, as well as such other materials and information that may be required by the Architectural Review Committee.

The Architectural Review Committee shall exercise its reasonable judgment to the end that all improvements conform to and harmonize with, the existing surroundings, residences, landscaping and structures. All work authorized by the Architectural Review Committee shall be completed within the limits established

therefore, if any, but in any event, not later than one year after the approval was granted.

B. Procedures. The Architectural Review Committee shall approve or disapprove all requests for approval within 30 days after the complete submission of the plans, specifications, other materials and information that the Architectural Review Committee may require in conjunction therewith. If the Architectural Review Committee fails to approve or disapprove any request within 30 days after the complete submission of the plans, specifications, materials and other information with respect thereto, the request shall be deemed to have been disapproved by the Architectural Review Committee. However, the applicant may resubmit the application. Once the Architectural Review Committee has approved a proposed set of plans and specifications, the Architectural Review Committee shall, within 5 days of approval, submit its recommendation for approval to the South Fork Ranches Master Homeowners Association Architectural Review Committee. No notice of approval or disapproval by the South Fork Ranches Master Homeowners Association Architectural Review Committee within 5 days after submission shall constitute approval of the plans and specifications.

C. Vote and Appeal. A majority vote of the Architectural Review Committee is required to approve a request for approval pursuant to this Section 4, unless the Architectural Review Committee has appointed a representative to it, in which case the decision of such representative shall control. If a representative acting on behalf of the Architectural Review Committee, approves or denies a request for architectural approval, any Owner shall have the right to an appeal of such decision to the full Architectural Review Committee, upon a request therefore submitted to the Architectural Review Committee within 30 days after such approval or denial by the Architectural Review Committee's representative. If an application for architectural approval is approved or denied by the Architectural Review Committee, whether pursuant to an original request for approval or on appeal from a decision of a representative of the Architectural Review Committee, any Owner shall have the right to appeal such decision to Big River Property Owners Association Board if a written request for hearing on an appeal of the same shall be submitted to Big River Property Owners Association Board within 30 days after such approval or denial by Big River Architectural Review Committee.

D. Term The initial Architectural Review Committee shall be comprised of three persons appointed by Declarant for a term of 3 years. Thereafter, the Architectural Review committee shall be comprised of 3 members elected every 2 years for a term of 2 years by Big River Property Owners Association at the annual meeting of Big River Property Owners Association. In the event of the death or resignation of any member of the Architectural Review Committee, the Board shall have full authority to appoint a successor who shall be an Owner in Big River at South Fork Ranches.

5. **Dwellings.** All parcels zoned single family shall be restricted to residential use with one single-family primary dwelling per Lot. Such structure shall not be less than 2,000

square feet of living space and a minimum of a two car fully enclosed attached garage. All exterior construction of any improvement shall be completed within one year from the date of commencement in accordance with the plans and specifications as approved by the Architectural Review Committee.

A. Any structures within Big River at South Fork Ranches must have engineered footings, foundations, plans and any living space, including basement levels which must be 18 inches above the Base Flood Elevation (100-year flood plane).

B. No mobile homes or modular homes shall be permitted on any Lot within the Property. UBC-approved frame-less modular homes shall not be permitted.

C. No building or fencing may be erected without prior approval in writing from the Architectural Review Committee. Accessory buildings will not be allowed on any Lot.

D. Any improvements on the Property shall be in compliance with these Covenants and design guidelines established from time to time by Declarant. All exteriors of buildings shall be of natural composition, i.e., wood, rock, stucco, or comparable looking synthetic material and must be in keeping with Big River community as a whole. All exterior colors shall be of an earth tone. All building shall be International Building Code compliant. All roofs shall be a minimum 6-12 pitch and constructed of pro-panel type material, tile, slate, "Architectural" asphalt shingles having a minimum forty-year (40) warranty or synthetic "slate-look" products having a minimum forty-year (40) warranty where as the color must be of darker tones (no bright colors allowed) as described in Big River Design Guidelines, and texture should reflect other materials on the home and adjacent properties, and must meet International Building Code snow load requirements. Roofing materials to be used for replacement of an existing roof are to be submitted to the Architectural Review Committee for approval. Common three tabs and T-lock asphalt shingles are prohibited. Any other roofing materials shall be subject to the Architectural Review Committees approval.

1. No structure of temporary character, recreational vehicle, camper unit, trailer, tent or accessory building shall be used on any Lot as a residence.

2. Recreational vehicles, camper units or tents will not be permitted on the Property unless stored in a fully enclosed building.

E. Building plans and specifications for all proposed improvements within the Property shall be submitted to the Architectural Review Committee prior to any construction. The Architectural Review Committee will respond in writing within 30 days of the receipt of the plans of such approval or disapproval, no response within 30 days shall be deemed disapproved. The plans submitted will remain in the permanent files of the Architectural Review Committee. Approval by the Architectural Review Committee will not constitute compliance with zoning or

building requirements and regulations. Building plans for any improvements shall comply with all regulations.

6. **Propane Tanks**. Propane tanks for the storage of fuel installed outside any improvement on the Property **will be required to be placed underground**.

7. **Set-backs**. Building envelopes and/or setbacks are defined for each Lot, the suggested purpose and intent of the building envelopes is to ensure that development within the individual lots occur in a sensitive manner to preserve wetlands and views of the community as a whole. For the purposes of these Covenants, eaves, steps, and open porches shall be considered part of the building. Setback variances may be granted by the Architectural Review Committee, in its sole discretion, to allow for variances deemed necessary due to topography. All front setbacks shall be 25 ft., side setbacks shall be 10 ft. and rear setbacks shall be 20 ft.

8. **Trash and Rubbish**. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner in bear-proof containers. No burning of trash or rubbish shall be permitted.

9. **Utility Easements**. All easements are described in Big River final plat. All future electric and telephone lines shall be extended underground. Easements for installation and maintenance of utilities, roadways and such other purposes incidental to development of the Property, as reserved and shown by notes on the recorded plat of the Property, shall be kept open and readily accessible for use, service and maintenance. No Owner shall dam, re-channel, pond, fill or otherwise hinder the natural flow of any creek, river or wetlands.

10. **Nuisances**. No Owner shall cause or allow the origination of excessive odors or sound on any Parcel. All complaints shall be brought to the Board, and efforts causing said nuisance shall cease until an agreement has been reached. In case of dispute, at the request of an Owner, the Board shall make the final determination of what constitutes a nuisance.

11. **Animals**. No animals other than standard domestic pets (dogs, cats, etc.) shall be allowed. Breeding, raising, or boarding of animals for commercial use is prohibited. All animals must be confined to owner's lot, or otherwise be physically restrained by a leash while within South Fork Ranches.

12. **Commercial Activity**. Limited in-house commercial activity will be allowed with the approval of the Association.

13. **Motor Vehicles**. No non-operational or non-licensed motorized vehicle shall be kept or stored on any Lot unless said vehicle is kept or stored in a fully enclosed building.

14. **Fireworks**. The use of, or discharge of, fireworks of any kind within the Property is prohibited.

15. **Hunting and the Use of Firearms**. No hunting of any kind shall be permitted within the Property. No use of, or discharge of, firearms shall be permitted within the Property.

16. **Signs**. No signs, for sale by owner or real estate broker/agent, will be allowed until turnover to Big River POA. At that time, one sign of no more that 4 square feet shall be allowed on any

Lot within the Property. This provision shall not restrict Declarant, builder, or a licensed real estate broker in the employ of Declarant from placing signs for sale, construction, safety or other use prior to the full sellout of all Lots owned by Declarant.

17. **Driveways**. All driveways shall be constructed so as not to interfere with any natural drainage or to create any additional erosion to the Property. Prior to beginning construction, Owner shall post a $1,500 bond for the benefit of the Association, and shall be reimbursed when the developer or Board approves said driveway. It shall be the sole responsibility of Owner to pave driveways using asphalt or concrete within one year from start of residential construction.

18. **Landscape/Drainage**. Live trees may not be removed on any lots, except for removal for the building of the home or approval by the Architectural Review Committee. It is the Owners responsibility to ensure responsible drainage during and/or after construction of building(s), as well as landscape drainage so as not to encroach upon neighboring properties. Grade of the yard must insure that drainage of all run-offs is directed in to the designed area (as indicated on Big River final plat). Landscape improvements are to be installed by the builder prior to date of occupancy or within 60 days of the start of the growing season (defined as April 1st through October 1st). Exceptions may be allowed for custom designed landscape; however, landscaping must be installed within the next growing season. Yards having more than 30% sod, are required to have an irrigation system installed by the builder prior to date of occupancy or within 60 days of the start of the growing season (defined as April 1st through October 1st). All lawns must be maintained on a regular basis as to insure a well-groomed appearance.

19. **Wetlands Control**. Certain portions of the property have been designated as WETLANDS, as defined by the US Army Corp of Engineers and as delineated on the recorded Plat. To ensure preservation of wetland functions, the following language shall apply to all preserved wetlands and constructed wetland mitigation areas adjacent to the wetlands within the property.

A. Wetland boundaries are depicted as shaded areas on the recorded plat.

B. No construction shall be allowed within the wetlands unless approved by the US Army Corp of Engineers.

C. No accessory buildings (portable sheds), campers, boats, trailers, automobiles or play sports equipment will be allowed in the Wetlands.

D. The filling, excavation or other acts that would alter the topography are not allowed in the Wetlands.

E. Any additional planting(s) shall be species native to the area.

F. No fences allowed in designated Wetlands.

20. **Floodplain Control.** Elevation Certificates and floodplain specifications (FEMA) must be obtained prior to any construction in Big River.

21. **Erosion Control.** No Owner shall interfere with or redirect the intended flow of any drainage and runoff, nor construct any improvement, place any landscaping, or allow the existence of any condition that will alter the drainage pattern as intended.

22. **Antennas and Satellite.** A standard 21" diameter (or less) satellite dish will be allowed to be placed on the exterior of any residence, all other forms of antennas or satellite dishes are strictly prohibited.

23. **Basements and Stem Walls.** Basements will be allowed in Big River with the exception of Lots 9, 10, & 11. Footer foundations and stem walls must be approved per engineers and/or architect's stamped seal. No stem wall shall exceed a height of 3 feet above the highest point of ground level. All exposed concrete must be covered by stucco, rock or other approved material in keeping with the house design.

24. **Mail Boxes.** Individual mailboxes are strictly prohibited within Big River Community. Declarant and/or Property Owners Association reserves the right to install community mailboxes at a location to be determined by the Architectural Review Committee.

25. **Garages.** A minimum of 2-car fully enclosed/attached garage is required with each residence but shall not exceed 3 car fully enclosed garage. An additional attached golf cart garage may be approved the Architectural Review Committee. At no time will the conversion of a garage to living space be allowed in Big River. Garage doors will be painted or stained the base house color unless otherwise approved by Big River Architectural Review Committee.

26. **Parking.** Overnight parking on streets is strictly prohibited within the community.

27. **Common Lot Lines.** Owners owning more that one parcel will be allowed to build on the common lot lines but at no time will owners be allowed to sub-divide property or make any changes to exterior property lines. Owners with multiple properties will be responsible for Property Association Dues and water availability fees for each parcel owned and will maintain voter privilege for each property.

28. **Exterior Storage.** Out buildings are strictly prohibited in Big River. Storage of any lawn, maintenance or other household equipment or materials shall be stored in fully enclosed areas (garages). Firewood shall be stored only under covered spaces, or out of sight from roadway and other residences. Storing firewood in designated wetlands is strictly prohibited and yards shall be kept free of clutter at all times.

29. **Swing Sets.** Swing sets/play sports equipment shall be prohibited in Big River with the exception of Lots 12 - 15. All swing sets are subject to Architectural Review Committee approval and only higher quality wooden systems located in the rear yard area will be considered.

30. **Lighting.** Indirect sources and horizontal cutoff fixtures (hooded fixtures) are required to reduce glare and provide general ambient light. No exterior lighting from which the direct source is visible to neighboring residence or produces excessive light pollution glare to pedestrian or vehicular traffic shall be allowed. When exterior lighting is used, soft-white exterior lights are required. Low-level landscape lighting immediately adjacent to residence may be permitted, however, up lighting of any sort is strictly prohibited.

31. **Fencing.** Fencing along the Rio Grande River and within designated wetlands is strictly prohibited. Three-rail dowel or split rail fencing not to exceed 4 feet in height will be permitted along side

property lines. Privacy fence shall be permitted for Hot Tub areas not to exceed 150 square feet, not to exceed 6 feet in height and must be attached to the edge of the residence. Privacy fence shall be permitted on the rear property lines of Lots 12 - 15. All privacy fences will be constructed of cedar material or other such material as approved by the Architectural Review Committee.

32. **House address numbers.** There shall be no more than two (2) sets of house numbers on each lot, only one of which will be placed on the residence. Numbers shall not exceed five (5) inches in height. One set of numbers is required for identification for emergency services.

33. **Decks.** Decks shall be architecturally harmonious with the house and shall be painted or stained to match the other significant features of the house. Unpainted, or unstained exposed features of the deck shall not be allowed. Any portion of the deck, overhead shade structure, stairways, railings, or other structural members of such shall not protrude outside of the building setbacks that are set forth in the plat and/or Declaration of Protective Covenants.

34. **Land Use.** Commercial wood harvesting, mining, including rock, soil and gravel, and oil or gas production is prohibited; provided however, Declarant and/or its assigns may remove rock, soil and gravel from any Lot owned by Declarant for the purpose of road building material or the benefit of future Lots and/or roads within the Property.

35. **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.

36. **Annexation.** Declarant may from time to time, within 10 years after the date of recording these Covenants, annex additional property Declarant deems appropriate to the purview of these Covenants by recording one or more annexation statements. Upon the recording of such annexation statement, all of the real property described in such annexation statement shall be deemed to be part of the Property and subject to all the terms and provisions of these Covenants.

37. **Terms of Covenants.** These Covenants and restrictions are to run with the property and shall remain in full force and effect for 10 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 years, unless not less than 2/3 of the Owners of the Lots within the Property vote to amend, in whole or in part, these Covenants, in which case any amendment shall be executed by an officer of the Association and duly recorded. Notwithstanding anything contained herein to the contrary, Declarant hereby reserves the right to amend, in whole or in part, these Covenants prior to one year after the sale and conveyance of not less than 80% of the Lots comprising the Property, in which case any amendment shall be executed by Declarant and duly recorded.

38. **Enforcement and Fees.** Enforcement of these Covenants shall be by proceedings at law, in equity or by mediation against any person or persons violating or attempting to violate any covenant. All Lots within the Property shall be subject to annual and/or special assessments in an amount to be determined by the Association. Assessments for fees will commence upon conveyance at the date of closing. The first year's fees will be prorated at the time of purchase. Fees shall be payable in advance on January 1st of each year. Any assessments, which are not paid when due shall be delinquent and shall accrue interest at a rate equal to 18% per annum. In addition, the Association may impose a late charge

for each delinquent assessment not to exceed 10% of such assessment. 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 Lot, and/or may suspend the delinquent Owner's right to vote and the right to use any common area. In the event a judgment is obtained, such judgment shall include late charges and interest on the assessment and reasonable attorney's fees, together with costs and expenses of the action.

39. Lien. Any unpaid assessment, charge, fee or other sums assessed against any Owner or his parcel, including without limitation, interest thereon calculated at the rate stated in Section 22 above, late charges, court costs and all other collection costs and reasonable attorney's fees, shall be a charge on the interest of the Owner in that parcel, and shall be a continuing lien in favor of the Association upon the parcel against which each such assessment, charge, fee or other sum is made. All payments on account shall be first applied to interest, late charges and fees and costs, then to the assessment payment first due. The Board may enforce such lien by filing with the Clerk and Recorder of Rio Grande County, CO a statement of lien with respect to the parcel, setting forth the name of the Owner, the legal description of the parcel, 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 or authorized agent of the Association. Notice thereof shall be mailed to the Owner of the parcel at the address of the parcel, or at such other address as the Association may have in its records for the Owner of the parcel. 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's fees, charges and interest collected at the above rate, have been fully paid or otherwise satisfied. 30 days following the mailing of such notice, the Board may proceed to foreclose on mortgages under the statutes and laws of the State of Colorado, or in addition to, or in lieu of, bringing suit to collect such amounts due and owing.

Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from suing the Owner personally liable therefore, or from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, fees or other sums which are not fully paid when due. Except to the extent of lien for real property taxes, the lien of the Association shall be deemed to have priority date as of the date of the recording of these Covenants, and shall have priority over all other liens and encumbrances against a parcel.

40. Re-subdivision. No further re-subdivision shall be permitted within the Property. Common Lot lines may be re-evaluated with prior approval from the developer or the Association only when Lot sizes are not affected.

41. Water System. A water and distribution system owned by a third party separate and distinct from Declarant ("Servicer") shall provide water for domestic use to the Property. Servicer, or its agents, will charge a monthly availability of service fee which will commence at date of closing, and a flat monthly consumption fee for domestic water use up to a maximum number of gallons as established by Servicer in its sole discretion. Consumption in excess of a maximum number of gallons will be charged at an increased rate as established by Servicer in its sole discretion. Distribution or trunk lines will be installed by Servicer to each Lot, which shall be separately metered. Each Owner shall have the responsibility, at his sole cost and expense, to utilize a contractor approved by the Association to construct, install and maintain a separate water line from the trunk line to each dwelling and water meter pursuant to specifications established by the Association. Ownership of any Lot within the Property excludes water, ground water, sub-surface and surface water rights, and domestic wells, except as expressly provided above. In no event shall any Owner be entitled to have standing to object to any

application for a well permit, any water rights application, including but not limited to, a change of water rights, or approval of any augmentation plans or new water right that may be filed by Servicer or its assigns. Outside irrigation on any Lot shall be limited to 2,000 square feet in the aggregate and except as expressly provided herein, no Lot Owner shall be entitled to the use or ownership of any irrigation water rights owned or formerly owned by Declarant. Declarant hereby reserves unto itself, assigns and successors a non-exclusive, perpetual easement for the purpose of access to and over the Property as may be reasonably necessary to take actions to effectuate and enforce any dry-up covenant given by Declarant for water rights owned by Declarant and formerly used for irrigation of the Property, and to take other actions reasonably necessary to eliminate any use of such water rights on the Property. Such easements shall provide for activities, including but not limited to, alteration and removal of ditches, and any monitoring of testing activity; provided, however, any such easement shall be used and exercised in a manner that will not unreasonably interfere (except as to termination of irrigation by exercise of any water rights formerly used for irrigation of the Property) with use of any Lot by an Owner.

42. **Restrictions on Leasing.** No Single Family residence shall be leased for less than 180 days in accordance with the South Fork Ranches Master Homeowners Association Covenants.

43. **Master Covenants.** These Covenants shall supplement, and be in addition to, that certain Master Declaration of Covenants, Conditions and Restrictions for South Fork Ranches which encumber the Property, as recorded in Book 0493 at Page 732 at the Reception No. 366491, along with any and all amendments thereto, in the office of Rio Grande County Clerk and Recorder.

44. **No Liability for Nuisances/Hazards Associated with Adjacent Lands.** By purchasing a Lot, each Owner hereby acknowledges the Lot may be located adjacent to, or in relatively close proximity to, land designated as a golf course ("Golf Course"). Owners of Lots hereby recognize and assume the risks of owning property adjacent to, or within relatively close proximity to, the Golf Course. Such risks include, without limitation, injury to person and/or property arising out of, or resulting from, the operation, maintenance and/or use of the Golf Course, noise associated with the Golf Course, errant golf balls and/or other golf-related equipment, trespass, acts or omissions of persons using or otherwise on the Golf Course, and/or the existence of water hazards, ponds and/or lakes on or near the Golf Course property, and attractive nuisances to children (Collectively, "Adjacent Property Risks"). Neither the Association, Declarant, any owner or operator of a portion or all of the Golf Course from time to time to include the Golf Course operator ("Golf Course Owner"), the Golf Course architect, nor their respective members, managers, officers, directors, employees, committees, independent contractors, agents, successors and assigns shall be liable to any Owner, his family, tenant, guests, invitees, servants, agents or employees for any personal injury or property damage resulting from the Adjacent Property Risks, including but not limited to, errant golf balls. By virtue of taking title to a Lot subject to these Covenants, each Owner of a Lot, for themselves, their heirs, personal representatives, executors, tenants, successors, assigns, invitees and licensees hereby agree to: (i) assume the risk of injury or damage to property or persons resulting from Adjacent Property Risks; (ii) obtain such policies of insurance as may be necessary to insure such Owner, his family, tenants, guests, invitees, servants, agents or employees from injury or damage to property or person resulting from the Adjacent Property Risks; (iii) release, remise, hold harmless, and forever discharge the Association, Declarant, the Golf Course Owner and Golf Course architect and their respective members, managers, officers, directors, employees, independent contractors, agents, successors and assigns from any liability for any personal injury or property damage resulting from the Adjacent Property Risks, including without limitation, arising from the Association's, Declarant's, Golf Course Owner's, agents', contractors', subcontractors', employees', officers', heirs',

successors', assigns', guests', or invitees' own negligence; and (iv) to indemnify (including reasonable costs and attorney's fees) the Association, Declarant, Golf Course Owner and their respective members, managers, officers, directors, employees, independent contractors, agents, successors and assigns ("Benefited Parties") of and from any and all claims, actions, suits, demands and/or compensations, either at law or in equity, against them Benefited Parties for or on account of any damages, loss or injury either to person or property, or both, resulting directly or indirectly from the Adjacent Property Risks.

IN WITNESS WHEREOF, Declarant has executed these Covenants this 5TH day of APRIL, 2006.

South Fork Ranches, LLC,
A Colorado Limited Liability Company

BY: _____
Its: MANAGER

MARY JUNGE NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF Rio Grande)

The above and foregoing Covenants were acknowledged before me this 5th day of April, 2006 by KEVIN W. AMES, as MANAGER of South Fork Ranches, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: MAY 23, 2008

Mary Junge
Notary Public

EXHIBIT A

(Recorded plat of Big River at South Fork Ranches)

Clerk's Note: Exhibit A not attached – 8/23/06

Receipt # 1715 Port 1
Date : 08-23-2006 Time 02:14 pm.
Issued By : Cindy Hill

SANDRA J JACKSON
RECORDER
RIO GRANDE

Issued To:

SOUTH FORK RANCHES LLC
P O BOX 880
SOUTH FORK, CO 81154-0880

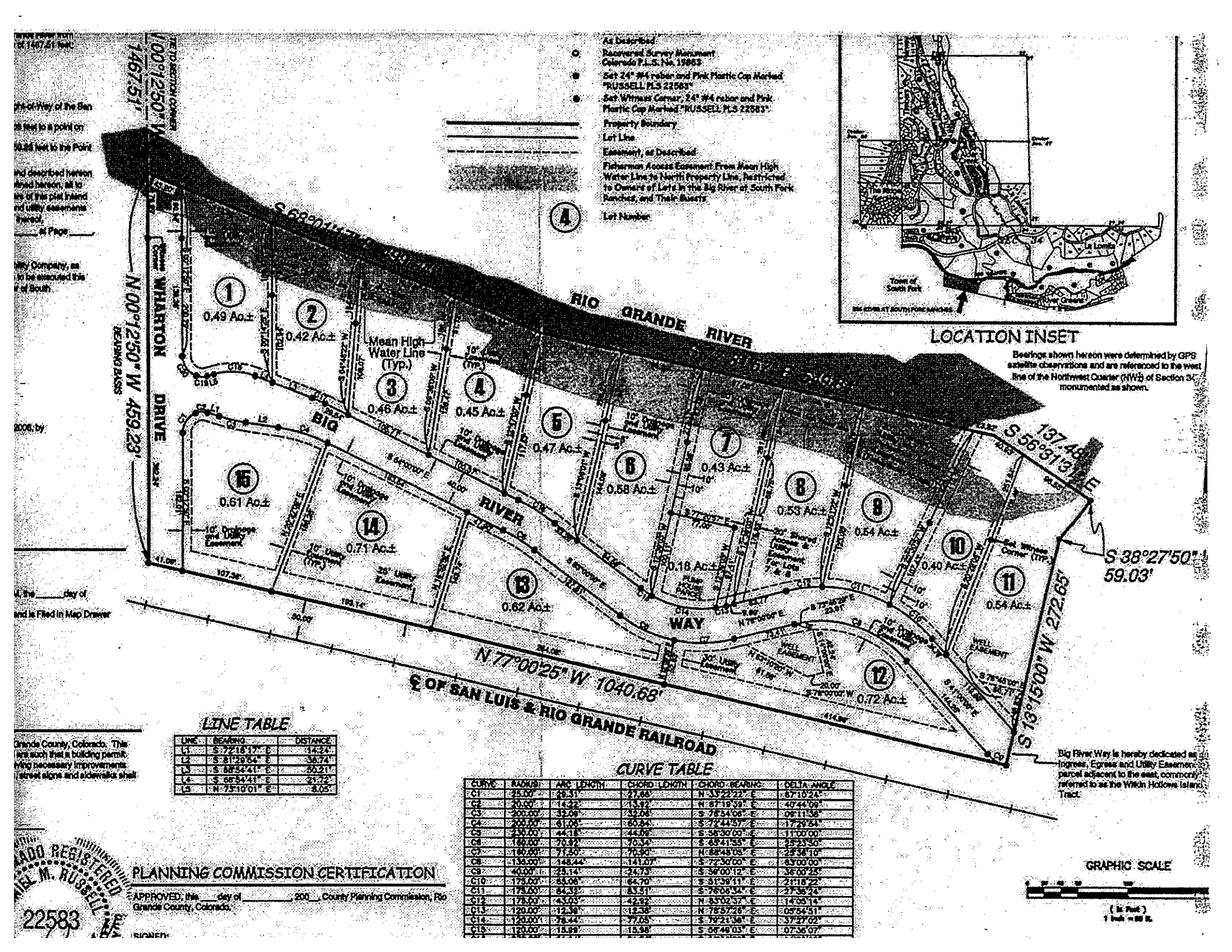
Inst No.	Type	Description	TOTAL
200600393977	SPCV	SUPP COVNTS Book 527 Page 2391-2402	61.00

Itemized Check Listing:

Check	Check No.	Amount
1	2405	61.00

Amount Due	$	61.00
- Amount Charged	$	.00
- Paid by Check	$	61.00
- Paid by Cash	$	.00
= Change	$	.00

THANK YOU! SANDRA J JACKSON
RIO GRANDE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 72°16'17" E	14.24'
L2	S 81°29'54" E	36.74'
L3	S 88°54'41" E	30.21'
L4	S 66°54'41" E	21.72'
L5	N 73°10'01" E	8.05'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	29.31'	27.66'	N 35°22'22" E	67°10'24"
C2	20.00'	14.32'	13.97'	N 87°19'59" E	40°44'09"
C3	300.00'	52.06'	52.06'	S 78°54'06" E	09°11'36"
C4	200.00'	61.06'	60.84'	S 72°44'57" E	17°29'54"
C5	230.00'	44.18'	44.09'	S 58°30'00" E	11°00'00"
C6	160.00'	70.92'	70.34'	S 63°41'35" E	25°23'50"
C7	160.00'	71.50'	70.90'	N 88°48'05" E	25°36'10"
C8	135.00'	148.44'	141.07'	S 77°30'00" E	63°00'00"
C9	40.00'	23.14'	22.73'	S 56°00'12" E	36°00'25"
C10	175.00'	85.06'	84.20'	S 81°39'11" E	27°51'22"
C11	175.00'	84.32'	83.51'	S 76°06'34" E	27°36'24"
C12	175.00'	43.03'	42.92'	N 83°02'37" E	14°05'14"
C13	120.00'	12.38'	12.38'	N 78°57'26" E	05°54'51"
C14	120.00'	78.44'	77.05'	S 79°21'36" E	37°27'02"
C15	120.00'	15.99'	15.98'	S 64°49'03" E	07°36'07"

PLANNING COMMISSION CERTIFICATION

APPROVED: this ____ day of _____, 200__, County Planning Commission, Rio Grande County, Colorado.

SIGNED:

DANIEL M. RUSSELL 22583 REGISTERED