

~~Consolidated Amended and Restated RRR Covenants Phases 1-6 Covenants~~
~~(Draft)~~ ~~January 1, 2023~~

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**CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS
RIVER RIDGE RANCH
(PHASE NOS. 1 THROUGH 6)**

THIS CONSOLIDATED, AMENDED AND RESTATED DECLARATION is effective upon recording.

RECITALS:

A. Colorado Switzer, LLC, a Delaware limited liability company, created the River Ridge Ranch community (the "Community") by recording the following documents of record in the real property records of Huerfano County, Colorado:

1. Declaration of Protective Covenants, River Ridge Ranch Phase No. 1 (Lots 1-38) recorded at Reception No. 346034 on September 21, 2000 (the "Phase No. 1 Declaration"); and as Amended on October 20, 2000 at Reception No. 346440 and as Amended on December 8, 2000 at Reception No. 347007 and as Amended on January 17, 2000 at Reception No. 347436.

2. Declaration of Protective Covenants, River Ridge Ranch Phase No. 2 (Lots 39-74) recorded at Reception No. 349471 on June 21, 2001 (the "Phase No. 2 Declaration"); and

3. Declaration of Protective Covenants, River Ridge Ranch Phase No. 3 (Lots 75-87) recorded at Reception No. 351650 on November 30, 2001 (the "Phase No. 3 Declaration"); and

4. Declaration of Protective Covenants, River Ridge Ranch Phase No. 4 (Lots 88-100) recorded at Reception No. 353284 on April 2, 2002 (the "Phase No. 4 Declaration"); and

5. Declaration of Protective Covenants, River Ridge Ranch Phase No. 5 (Lots 101-128) recorded at Reception No. 354366 on June 17, 2002 (the "Phase No. 5 Declaration"); and

6. Declaration of Protective Covenants, River Ridge Ranch Phase No. 6 (Lots 129-152) recorded at Reception No. 355479 on September 18, 2002 (the "Phase No. 6 Declaration")

(collectively, the "Original Declarations").

B. The Original Declarations all provide for and allow this Consolidated, Amended and Restated Protective Covenants, River Ridge Ranch (Phases Nos. 1 through 6) (the "Consolidated Declaration") in Section 4.A of each of the individual Original Declarations, which provide in substance:

... These Protective Covenants may also be amended by an instrument executed by the persons owning in the aggregate 80% of the Lots subject to these original Covenants. The President, Treasurer, or Secretary of the Landowner's Association may prepare, certify and record amendments to the Declaration. No amendment of these Covenants may change or increase the obligation of the Declarant, without its express written consent. No amendment of these Covenants may diminish a Lot Owner's right of ingress or egress, as set forth herein.

C. The Lot Owners within the Community (the "Owners") desire to amend, restate and consolidate the Original Declarations by virtue of this Consolidated Declaration, and intend, upon the recording of this Consolidated Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Consolidated Declaration.

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D. All Owners are aware of the provisions of the Original Declarations allowing for amendment, by virtue of the record notice of the Original Declarations, by acts and disclosures, newsletters or notices of the Association and by other means.

E. The consolidation of the Original Declarations within this Consolidated Declaration has been prepared and determined by the Association and by the Lot Owners that have approved this Consolidated Declaration to be reasonable and not burdensome.

F. The purpose of this Consolidated Declaration is to consolidate the Original Declarations into one document for the benefit of the Owners and the Association. This Consolidated Declaration also removes references to the Declarant in the Original Declarations which are no longer applicable. Additionally, this Consolidated Declaration revises the required number of votes to amend in the future from 80% down to 67%.

G. Pursuant to the requirements set forth above, 80% of the Lot Owners subject to each of the Original Declarations, by filing, have approved this Consolidated Declaration, as evidenced by the attached consent forms which are incorporated herein. Additionally, the Declarant has consented to this Consolidated Declaration, as evidenced by the attached consent form.

H. As amended, restated and consolidated by this Consolidated Declaration, the Original Declarations are referred to as the "Consolidated Declaration."

NOW THEREFORE, the Original Declarations are all replaced and superseded by the covenants, servitudes, easements and restrictions set forth below, as the Consolidated Declaration.

The above Lots described on the attached Exhibit A are subject to the following reservations, covenants, easements and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the Lot Owners. The property subject to this Consolidated Declaration, known as River Ridge Ranch, is a planned community development as defined in the Colorado Common Interest Ownership Act (the "Act"), but is intended to be, and shall be exempt from the Act, to the extent provided in C.R.S. Section 38-33.3-116(2).

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**DECLARATION AMENDED AND RESTATED OF
PROTECTIVE COVENANTS
RIVER RIDGE RANCH
PHASE NO. X**

Commented [DJ01]: To be clear you need to state you are replacing the prior documents so this should be titled Amended and Restated. It should list all the phases. The document also needs the recitals to start as the recitals show the areas included and the history which is important to the document.

Commented [RD2R1]: done

~~This Declaration of Protective Covenants is made as of the 20th day of June, 2001 by Colorado Switzer, LLC, a Limited Liability Company, organized under the laws of the State of Delaware (hereinafter called the "Declarant"). Declarant is the Owner of certain real property situated in Huerfano County, Colorado more particularly described in Exhibit A attached hereto, named and identified as River Ridge Ranch. River Ridge Ranch is situated in Huerfano County, Colorado as more particularly described in Exhibit A attached hereto named and identified as River Ridge Ranch. River Ridge Ranch is a planned community development as defined in the Colorado Common Interest Ownership Act, but is intended to be, and shall be exempt from such Act, pursuant to CRS Section 38-33.3-116(2).~~

~~Declarant does hereby declare that the above described River Ridge Ranch shall be subject to the following easements, covenants, conditions and protective restrictions, that will bind the grantees, heirs, successors, and assigns of the Owners and future Owners:~~

Section 1 Definitions

- A. ~~"Lot" shall mean those individual Lots Described on the attached Exhibit A and the plat as shown on the plat maps filed and as shown~~ resulting from any division of the above described real property filed, or to be filed, in the office of the county clerk and recorder ~~subject to the restrictions in Section 3H, or any individual lots in any subsequent phases filed by Declarant in Huerfano County, Colorado.~~
- B. "Lot Owner" shall mean the Owner of record, including successors and assigns, of any Lot located on the above-described River Ridge Ranch.
- C. "Common Easements" shall mean the roads leading into and within River Ridge Ranch.
- D. "Development" shall mean and refer to that certain real property on the attached exhibit A described above, made subject to this Declaration of Protective Covenants.
- E. "Landowner's Association" shall mean and refer to the River Ridge Ranch Landowner's Association, Inc., a Colorado non-profit corporation, which ~~has been is being~~ formed for the purpose of enforcing and carrying out the purposes of these protective covenants, covenants, conditions, and protective restrictions.
- F. "Membership" shall mean a pro-rata interest in and responsibility for the expenses of the Landowner's Association based on all lots in all phases which are subject to it. The ~~Landowner's~~ Association shall be a Membership Corporation without certificates or shares of stock. There shall be one class of membership and there shall be one membership in the corporation for each such lot within the development. ~~Declarant reserves the right to add additional lots to the Association as part of future development which would change the pro-rata percentage share of expenses for each member.~~

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Section 2 Common Easements

- A. ~~Access Roads – Declarant is reserving and and the The Association was granted and conveying~~ a 60 foot wide easement for general ingress and egress to each Lot and a general easement for public utilities across the real property to each Lot. Public utilities will follow access roads, where practical. The easement shall be 30 feet on each side of the centerline of the road system, ~~to be constructed by Declarant on the real property. Declarant reserves the right to attach to this document exhibits that show the approximate location of the access roads, as they are built.~~
- B. Obstruction of Common Easements – No gates or obstructions will be placed upon or block any access roads. Cattle guards may be constructed upon approval of the Association and will be constructed to county road specifications.

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- C. Maintenance of Common Easements – All Common Easements shall be maintained by the Landowner’s Association.
- D. County Roads – County Roads 342 and 351 run through portions of River Ridge Ranch. Currently, these roads are ~~not~~ maintained by Huerfano County and Declarant Association makes no representations or warranties as to whether or not the County will maintain these roads in the future.
- E. Utility Easement - A twenty (20)-foot wide utility easement shall be reserved along each side of all side and common rear lot lines and a forty (40)-foot wide utility easement is reserved on the interior side of all exterior lot lines for the purpose of installation and maintenance of utilities and pipelines.

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Commented [RD3]: Both roads are maintained by the County

Section 3 General Provisions

- A. Fences – ~~Declarant~~ The Association and the Lot Owners are not required to participate in the construction of partition fences between Lots. Any Lot Owner who wishes to fence his land must bear the expense of fencing, unless he can get his neighbor to voluntarily cooperate in the fence between such Lots. The expense of maintaining such fences is the sole responsibility of the Lot Owners constructing them, or their heirs, successors, or assigns.
- B. Livestock – Any animals kept by a Lot Owner must be contained by an adequate fence, within the boundaries of the Lot. No Lot Owner shall be permitted to raise pigs or poultry of any kind or operate a feedlot on any property within the Ranch.
- C. Water and Sewer – A Lot Owner assumes the responsibility of supplying and developing water and sewage facilities for his own Lot. Wells, water systems, and septic systems must be drilled, installed, and maintained at all times, in accordance with the applicable rules and regulations of public agencies having jurisdiction.
- D. Signs – ~~Only one sign will be allowed on a lot. The maximum allowed size of the sign is 2 feet by 3 feet. Owners name and address signs will not be counted in the allowed signs. No signs, advertisements or billboards shall be placed on the property, except for a sign designating the Lot Owner or occupant’s name, Lot number or address and such normal and customary “For Sale” signs associated with the sale of a Lot Owner’s property. This restriction shall not preclude the Declarant from placing “For Sale” signs and/or billboards near roadways or in common areas for the sole purpose of selling remaining Lots.~~
- E. Refuse and Junk Prohibited – No Lot Owner will dump refuse or garbage on any Lot, nor will any Owner build, maintain, operate or construct, or in any way caused to be placed in their property any structure or condition that will cause the accumulation or existence of animal waste, junk, abandoned cars, or any condition causing an obnoxious odor. No Lot with the Ranch community shall be permitted to fall into disrepair, and all the Lots, including improvements and structures shall be kept in clean, attractive and sightly condition. Maintenance, repair and upkeep of each Lot shall be the responsibility of the Lot Owner.
- F. Noxious, Annoying or Offensive Activity – No noxious, annoying or offensive activity shall be carried out upon a Lot, nor shall anything be done or placed upon the property which is a nuisance or creates a disturbance or annoyance to others. Metal roofs shall be painted to reduce reflective glare. No lights shall be emitted from any Lot which are unreasonably bright or cause unreasonable glare. Mercury lights and Vapor lights are expressly prohibited.
- G. Firearms and Hunting – The discharge of firearms and hunting shall be prohibited within River Ridge Ranch.
- H. Restriction Against Subdivision – No Lot may be further subdivided, ~~except by Declarant~~, to the extent that each parcel of land from such a subdivision shall consist of 35 or more acres. Declarant did divide Lot 3 to 3 and 3A, and Lot 24 to 24 and 24A in Phase 1 and Lot 75 to 75 and 75A and Lot 76 to 76 and 76A in Phase 3. Lot 100 and Lot 105 may be subdivided into two lots with each parcel consisting of 35 or more acres. Any Each new lot created shall have one Vote and pay assessments and conform to these covenants

Commented [RD4]: We need to address signage and bring it into compliance. Debra, can you provide suggested language? You mentioned we can't prohibit signage but we can limit the quantity and size. I think sticking to the minimums would be appropriate.

Commented [AP5R4]: Adding: " Only one sign will be allowed on a lot. The maximum allowed size of the sign is 2 feet by 3 feet. Owners name and address signs will not be counted in the allowed signs."

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Commented [AP6]: Consolidate Lots 100 and 105 comments into one paragraph.

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and Association ~~guidelines~~ including payment of yearly landowner dues. ~~(Included in Phase 4 only)~~

~~Lot 105 may be subdivided into two lots with each parcel consisting of 35 or more acres. Any new lot created shall conform to these covenants and Association guidelines including payment of yearly landowner dues. (Included in Phase 5 only)~~

- I. Minimum Size of Dwelling Units – No more than one resident dwelling and accompanying outbuildings may be permitted on each Lot. Each residence may also have a guest house. No resident dwelling shall be built within River Ridge Ranch that contains less than 1,250 square feet of living space (excluding basements, garages, porches, decks and breezeways).
- J. Prohibited Improvements – No mobile homes, double-wide homes, modular homes, house trailers, tents, or shacks shall be placed on a Lot either temporarily or permanently. Homes constructed of straw bales, tires or cinder blocks are specifically prohibited. This covenant shall not preclude the on-site construction of homes that use pre-built components such as Lincoln Log, Lindal Cedar Homes, Post and Beam Homes, and homes of like construction and quality. Construction trailers, motor homes and/or recreational vehicles may be used temporarily during the construction of a residential home. Such construction trailers, motor homes and/or recreational vehicles shall not be occupied as permanent living space.
- K. Camping – No camping will be allowed on the Ranch. However, upon the construction of a residential home, pick-up campers, camp trailers, or motor homes may be adequately maintained and stored on a Lot. This is not intended to prevent children's short-term camping activities.
- L. Timber – Timber on a Lot may be used by a Lot Owner for the Lot Owner's personal firewood or fencing. No Lot Owner shall sell any timber for commercial purposes or for sale for use off the Lot, without first obtaining the written permission of the Landowner's Association. Lot Owners shall take care and be selective when cutting timber to preserve the aesthetic appeal and rural character of the Ranch.
- M. Completion of Construction – Construction of any building on a Lot must be completed within 12 months from the start of construction and must be in accordance with applicable rules and regulations of public agencies having jurisdiction.
- N. Commercial Use – No commercial use shall be made or commercial activity conducted within River Ridge Ranch, except that any owner may conduct a home occupation, business or professional office, provided there is no "walk-in" traffic or signs or advertising concerning such office or practice within River Ridge Ranch.
- O. Mineral Rights and Exploration – The Lots within River Ridge Ranch are being conveyed subject to the rights of current mineral owners. ~~The lands within River Ridge Ranch have been leased and are subject to oil and gas exploration. Currently, there is mineral exploration being undertaken on River Ridge Ranch. All Lots within River Ridge Ranch are subject to the possibility of future mineral exploration. Declarant makes no warranties or representations as extent of or impact upon each Lot as a result of any mineral exploration in the future. Each Lot being was sold to will include the surface estate only and will did not include any part of the mineral estate. Declarant will quitclaim any mineral rights it owns underlying River Ridge Ranch to the Landowner's Association at the time of the transference of Declarant Control to the Association.~~
- P. Utilities – All future power, telephone, gas, water, wastewater and any other utility lines of any nature shall be installed underground, with the exception of overhead feeder line connecting to Bear Creek Road. (Included in Phase 5 only)

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Commented [DJ07]: So this contradicts how you defined Lot in the definitions. Do you want owners to be able to join or subdivide their lots?

Commented [RD8R7]: The intent is to maintain a minimum lot size of 35 acres. So in order to subdivide, your lot must exceed 70 acres or more so you can divide into two 35 acre or larger lots. Make sense?

Commented [RD9R7]: There are only two lots that meet that criteria; 100 & 105. I think the language binding the new lots to the covenants may also be important.

Commented [AP10R7]: The BoM wants to allow only Lots 100 and 105 to be subdivided as stated, and have no mention regarding joining lots.

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Commented [DJ011]: Did this happen? Since you have to contact Declarant to get him to sign off on removing hm from future amendments if you need this done the request could be done at the same time.

Commented [RD12R11]: We are checking with the BoM.

Commented [AP13R11]: Reference the "Quitclaim Mineral Deed" dated April 22, 2003, and sent to you via email on April 12, 2023.

Section 4 Enforcement and Miscellaneous Provisions

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- A. Declaration Attaches to the Land – These Protective Covenants shall run with the land and shall be binding upon the present Lot Owners and all subsequent Lot Owners of any Lot within or on a portion of River Ridge Ranch, including all subsequent phases as to which these Covenants are recorded. ~~These Protective Covenants may be amended by the Declarant in its sole discretion to include additional property as it is developed or to withdraw any Lot or property subject to these Covenants prior to sale of such Lot or property to a third party. Additional phases of Lots may be subject to these Protective Covenants, or others which create membership in the Landowner's Association.~~ These Protective Covenants may also be amended by an instrument executed by the persons owning in the aggregate ~~89~~67% of the Lots subject to these original Covenants. Such Amendment shall be effective when duly recorded in Huerfano County, Colorado. The President, Treasurer, or Secretary of the Landowner's Association may prepare, certify and record amendments to the Declaration. ~~No amendment of these Covenants may change or increase the obligation of the Declarant, without its express written consent.~~ No amendment of these Covenants may diminish a Lot Owner's right of ingress or egress, as set forth herein.
- B. Powers and Enforcement – In furtherance of its purpose but not otherwise, the Landowner's Association shall have the following powers:
1. All of the powers conferred upon non-profit corporations by the common law and the statutes of the State of Colorado, in effect from time to time.
 2. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights of the Landowner's Association under the Covenants, including, without limitation, the following:
 - a. To make and collect assessments against Lot Owners, for the purpose of defraying the costs, expenses, and any losses of the Landowner's Association, or of exercising its powers or of performing its functions, including the right to enforce such assessments through the use of liens on delinquent Lot Owner's Lots. The average annual common area and common easements assessments (exclusive of optional users' fees and insurance premiums paid by the Landowner's Association) shall not exceed \$400.00 per year for each lot, or to the maximum amount allowed by law to remain exempt under the Colorado Common Interest Ownership Act.
 - b. To manage, control, maintain, repair, improve, and enlarge Common Easements.
 - c. To enforce covenants, restrictions, or conditions effecting the Development, to the extent the Landowner's Association may be authorized under these Covenants and to make and enforce rules and regulations, for the use as Common Easements.
 - d. To engage in activities, which will actively foster, promote, and advance the common ownership interest of the Lot Owners within the Development.
 - e. To buy or otherwise acquire, sell, or dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal with and in, real, personal, and mixed property of all kinds, and any right or interest therein, for any purpose of the Landowner's Association.
 - f. To borrow money for any purpose of the Landowner's Association, limited in amount or in other respects, as may be provided in the By-Laws of the Landowner's Association.
 - g. To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Landowner's Association, with or in association with any person, Firm, association, corporation, or other entity or agency, public or private.

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Commented [DJ014]: This is the reason you have to get Declarant to sign this.

Commented [RD15R14]: Ok

Commented [AP16R14]: Declarant control over the LOA was terminated. Reference Section 4, paragraph D in the covenants.

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- h. To adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Landowner's Association; provided, however, that such By-Laws may not be inconsistent with, or contrary to any provisions of these Covenants.
- 3. The foregoing enumeration of powers shall not limit, not restrict in any manner, the exercise of other and further rights and powers, which may now and hereafter be allowed or permitted by law. The powers specified in each of the paragraphs of this section (Section B) are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this section (Section B).
- 4. The provisions of the Covenants, or any lawful amendments, may be enforced by River Ridge Ranch Landowner's Association, Inc., or any Lot Owner, by either an action for damages arising out of a violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation or restrain a continuing violation or any other matter permitted by law or equity. In any action, of any kind, for the enforcement of these Protective Covenants, if the relief prayed for is granted, in whole or in part, the applicant for relief shall be entitled to receive necessary court costs for the action, including reasonable attorney's fees.
- C. Notice – Notices of all annual and special meetings shall be given by the President of the Secretary of the Association, by regular mail, addressed to the registered address of the Members, at least ~~five (5)~~ten (10) days prior to the date set for such meeting. Any such notice shall state the date, time and place of the meeting and if the meeting is a special meeting the purposes thereof. Wavier of notice, either in person or by proxy, and signed either before, at, or after any meeting, shall be a valid substitute for service. The certificate of the President or Secretary that notice was duly given, shall be prima facie evidence thereof.
- D. ~~Declarant Control – Colorado Switzer, LLC control over the Landowner's Association shall terminate no later than 60 days after conveyance of 75% of the lots, including any lots added by subsequent phases or covenants, or 2 years after the last conveyance.~~
- E. Severability – Should any provision of these Covenants be void, invalid, or unenforceable in law or equity, by judgment or court order, the remaining provisions hereof shall be and remain in force and effect.
- F. Perpetuities Rule – In the event the provisions hereunder are declared void by a court of competent jurisdiction, by reason of the period of time herein stated, for which the same shall be effective, then, in that event, the terms shall be reduced to a maximum period of time, which shall not violate the rule against perpetuities, as set forth in the laws of the State of Colorado.
- G. Mortgagee Protection – A breach of any of the Covenants, conditions, or restrictions contained herein shall not render invalid the lien, charge, or encumbrance of any mortgage lien or security interest made in good faith, and for value, which may then exist upon any Lot.
- H. ~~Enforceability – This Declaration of Protective Covenants supersedes and replaces in its entirety that certain declaration of protective covenants recorded 9/21/2000 at Reception # 346034 of the records of Huerfano County, Colorado. (Included in Phase 1 only)~~

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Commented [DJO17]: The non profit act says notice is fair if at least 10 days notice is given.

Commented [RD18R17]: Ok

Commented [DJO19]: The recitals will take care of this.

Commented [RD20R19]: Ok

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IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of River Ridge Ranch Landowner's Association, Inc., hereby certify that the Association has obtained approval of this Amended and Restated Declaration from Owners of at least eighty percent (80%) of the Lots in each Separate phase of the Association (measured by one vote for each Lot).

Dated: _____

River Ridge Ranch Landowner's Association, Inc.,
a Colorado nonprofit corporation

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By: _____
_____, President

By: _____
_____, Secretary

STATE OF COLORADO _____)

_____) ss.

COUNTY OF _____)

The foregoing Declaration was acknowledged before me on this _____ day of _____, by _____ as President and _____ as Secretary of River Ridge Ranch Landowner's Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

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IN WITNESS WHEREOF, Colorado Switzer, LLC has signed this Declaration of Covenants on the date set forth on the acknowledgment.

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Colorado Switzer, LLC
A Delaware Limited Liability Company

By _____
Jeffrey A. Switzer, Authorized Agent

STATE OF COLORADO }
 }SS
COUNTY OF Huerfano }

Subscribed and sworn before me by Jeffrey A. Switzer on the ____th day of ____, 2023.

WITNESS MY HAND AND OFFICIAL SEAL:

My commission expires: ~~12/18/04~~ _____

Notary Public

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EXHIBIT A

Lots 1 through 38 and 3A and 24A, River Ridge Ranch – Phase No 1, as surveyed by Wachob and Wachob Surveyors and recorded on September 21, 2000 at Reception # 346033, Map 432 Huerfano County Colorado.

Lots 39 through 74 River Ridge Ranch – Phase No. 2, as surveyed by Wachob and Wachob Surveyors and recorded on June 21, 2001 at Reception #349471, Map 439 Huerfano County, Colorado.

Lots 75 through 87 and 75A and 76A, River Ridge Ranch – Phase No.3, as surveyed by Wachob and Wachob Surveyors and recorded on November 29, 2001 at Reception # 351604, Map 440 Huerfano County, Colorado.

Lots 88 through 100, River Ridge Ranch – Phase No. 4, as surveyed by Wachob and Wachob Surveyors and recorded on April 2, 2002 at Reception # 353283 MAP 442, Huerfano County, Colorado.

Lots 101 through 128, River Ridge Ranch – Phase No. 5, as surveyed by Wachob and Wachob Surveyors and recorded on ~~6-17-02~~ June 17, 2002 at reception # 354362, Map 446 Huerfano County, Colorado.

Lots 129 through 152, River Ridge Ranch – Phase No. 6, as surveyed by Wachob and Wachob Surveyors and recorded on September 18, 2002 at reception # 355478, Map 449 Huerfano County, Colorado.