

**SECOND REVISED AND RESTATED
PROTECTIVE COVENANTS FOR MOUNTAIN SPRINGS RANCH**

These SECOND REVISED AND RESTATED PROTECTIVE COVENANTS FOR MOUNTAIN SPRINGS RANCH (the "Second Revised Protective Covenants"), which supersede and replace, in their entirety, all prior Protective Covenants for Mountain Springs Ranch and amendments thereto, is approved and effective this 16th day of October, 2023 ("Effective Date"), by the undersigned.

RECITALS

A. The community known as Mountain Springs Ranch consists of certain real property in Garfield County, Colorado more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

B. Mountain Springs Ranch was created pursuant to the Protective Covenants for Mountain Springs Ranch, adopted January 30, 1980, recorded as Reception No. 301477 (the "Protective Covenants"), as amended by the Amended Protective Covenants, adopted July 25, 1980, recorded as Reception No. 305979; the Second Amended Protective Covenants, adopted July 30, 1980, recorded as Reception No. 306120; the Third Amended Protective Covenants, adopted June 16, 1981, recorded as Reception No. 317153; the Fourth Amended Protective Covenants, adopted July 23, 1999, recorded as Reception No. 549314; the Fifth Amended Protective Covenants, adopted October 1, 2002, recorded as Reception No. 618354; the Sixth Amended Protective Covenants, adopted November 11, 2004, recorded as Reception No. 705323; the Seventh Amended Protective Covenants, adopted February 21, 2008, recorded as Reception No. 751197; the Revised and Restated Protective Covenants for Mountain Springs Ranch, adopted January 31, 2011, recorded as Reception No. 798183; the First Amendment to the Revised and Restated Protective Covenants for Mountain Springs Ranch, adopted October 12, 2017, recorded as Reception No. 899173; and the Second Amendment to the Revised and Restated Protective Covenants for Mountain Springs Ranch Homeowners Association adopted October 24, 2021, recorded as Reception No. 966000 in the Garfield County Records, Colorado (collectively, the "Governing Protective Covenants").

C. Mountain Springs Ranch is governed by the Mountain Springs Ranch Homeowners Association (the "Association"), a Colorado non-profit corporation.

D. Pursuant to C.R.S. § 38-33.3-118(2), at a meeting duly noticed and held on October 1, 2002, a quorum of the Association membership unanimously voted in favor of authorizing the acceptance of the provisions of the Colorado Common Interest Ownership Act ("CCIOA"), subjecting all the lands in Mountain Springs Ranch to all of the provisions of CCIOA as a planned community.

E. Pursuant to Article XI, Paragraph 2 of the Revised and Restated Protective Covenants for Mountain Springs Ranch, the Association desires to amend the Governing Protective Covenants to comply with CCIOA and to consolidate, supersede, and replace the Governing Protective Covenants with these Second Revised Protective Covenants.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from and after the execution of these Second Revised Protective Covenants and the recording hereof in the Office of the Clerk and Recorder of Garfield County, Colorado, the Governing Protective Covenants shall be deemed and hereby are amended and restated as follows:

ARTICLE I

PURPOSE OF THE COVENANTS

1. **General Requirements.** All of the foregoing recitals are affirmed and incorporated herein by reference. It is the intention of this instrument that the lands within Mountain Springs Ranch be developed and maintained as a highly desirable rural residential area. It is the purpose of these Second Revised Protective Covenants that the present natural beauty, the natural growth, and native setting and surroundings of Mountain Springs Ranch shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument.

2. **Inclusive and Equitable Quiet Enjoyment.** These Second Revised Protective Covenants affirm that Mountain Springs Ranch is a community that embraces the beauty and balance of the natural environment and is a place where all persons can find peace and quiet enjoyment, regardless of race, ethnicity, national origin, religion, gender identity, sexual orientation, familial status, ability, or age.

3. **No Nuisance.** Members, their guests, and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, or invitees, or directed at management, its agents, its employees, or vendors. No member or resident shall cause any noxious or offensive activity to be done within Mountain Springs Ranch, nor shall they permit any activity which is a nuisance or shall become a nuisance to the residents or owners of any lot.

ARTICLE II

DEFINITIONS

1. **General.** The terms used in these Second Revised Protective Covenants, unless otherwise indicated, shall have the same meanings as defined in C.R.S. § 38-33.3-103, as now existing or as hereafter amended.

2. **CCIOA.** "CCIOA" means the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101, *et seq.*, as it may be amended from time to time.

3. **Lot.** “Lot” means any individually described tract of land located within the area known as Mountain Springs Ranch as described in Exhibit A, ownership of which automatically makes the owner a member of the Association.

4. **Mountain Springs Ranch.** “Mountain Springs Ranch” means all of the lands included within Mountain Springs Ranch as described above and included in Exhibit A.

5. **Owner.** “Owner” means the owner of record of fee simple title to any Lot in Mountain Springs Ranch. Each Owner shall be a “Member” of the Association.

6. **Animals.** The term “common household pet” means a domesticated animal, such as a dog, cat, bird, rabbit, rodent, fish, or reptile that is traditionally kept in the home for pleasure. This definition shall not include animals that are used to assist persons with disabilities.

The term “livestock” includes cattle, sheep, horses, goats and other domestic animals ordinarily raised or used on the farm.

The term “poultry” means turkeys, chickens or domesticated fowl.

ARTICLE III

MOUNTAIN SPRINGS RANCH HOMEOWNERS ASSOCIATION

1. **Annual Meeting and Budget.** An annual Member meeting shall be held on a date and at a time set by the Board of Directors of the Association, which shall not be later than November 15 of each calendar year, unless unusual or unforeseen circumstances exist. The annual meeting shall be held for the election of the Board of Directors and to transact such other business as may properly come before the Members. At least ten (10) days prior to the annual meeting, the Board of Directors shall e-mail or otherwise deliver the proposed budget for the following fiscal year to all Members and shall post such proposed budget on the Association’s website. The proposed budget shall be presented to the Members at the annual meeting in accordance with C.R.S. § 38-33.3-303(4)(II)(A) such that the proposed budget does not require approval from the Members and it will be deemed approved by the Members in the absence of a veto at the noticed meeting by a majority of all Members, whether or not a quorum is present. Per section 3.6c of the Bylaws, any increase in annual dues requires approval by sixty-seven percent (67%) or more of the votes of the members present at the annual meeting in person or by proxy. If the proposed budget is vetoed, the periodic budget last proposed by the Board of Directors and not vetoed by the Members must be continued until a subsequent budget proposed by the Board of Directors is not vetoed by the Members.

2. **Special Meetings.** Special Member meetings may be called at any time by the President of the Board of Directors, by a majority of the Board of Directors or by Members who are entitled to cast at least ten percent (10%) of all votes in the Association.

3. **Notice of Member Meetings.** Not less than ten (10) nor more than fifty (50) days in advance of any Member meeting, the Secretary of the Board of Directors shall cause notice to be delivered to all Members as provided by C.R.S. § 38-33.3-308. The notice of any meeting shall be physically posted in a conspicuous place, if feasible, in addition to any electronic posting or e-mail notices that may be given. The notice must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Association Documents, any budget changes, and any proposal to remove an officer or Director. The Association will provide notice by e-mail to all Members who furnish the Association with their e-mail addresses. At least ten (10) days before each meeting of the Members, a complete list of Members entitled to vote at such meeting, showing the number of votes to which each is entitled, shall be prepared by the Secretary of the Board of Directors and provided to every Member.

4. **Voting Rights.** Members shall have the right to vote upon all matters properly brought to a vote of the Members as set forth in these Second Revised Protective Covenants and the Bylaws. A Member will be entitled to vote at any annual meeting or special meeting only if all assessments levied against the Member are paid in full or the Member is current in a payment plan approved by the Board. Each Member shall have one vote for each Lot owned with respect to any questions under consideration by the Association. If fee simple title to any Lot shall be held by more than one person or entity, the Owners thereof shall determine how the one vote attributable to such Lot shall be cast. Such vote shall be cast as such Owners shall agree, but in no event shall more than one vote per question under consideration by the Association be cast to any one Lot. If, when called upon to vote, such Owners cannot agree as to the manner in which their vote should be cast, then they will be treated as having abstained with respect to such vote. Except as otherwise provided herein or in the Bylaws, voting may be by voice, show of hands, written consent, directed proxy, written ballot, e-mail, or as otherwise determined by the meeting chairperson present at a meeting where a vote is to be taken.

5. **Common Interests and Expenses/Assessments.** The common elements include the utility and road easements and security gate as described in Article VII and Article VIII, respectively. Undivided interests in the common elements as well as common expenses of the Association will be allocated pro rata per Lot. The Board shall set the annual assessments, pro rata per Lot, for the following calendar year no later than November 15 of each year. At the end of each calendar year, the Board of Directors shall deposit any excess assessments collected but not spent on common expenses, apportioned at the discretion of the Board, to the Association's Capital Reserve, Contingency, and/or General Funds.

6. **Assessments to Become Liens on Property.** Every assessment duly levied, but not paid, against any Lot by the Association may become a lien on the Lot and improvements thereon in the area defined as Mountain Springs Ranch. The Association shall be entitled to maintain an action in any court of appropriate jurisdiction in the State of Colorado for the purpose of collecting any unpaid assessments made against any Lot and for the purpose of foreclosing any lien against the real property and improvements of such Lot for the satisfaction of such unpaid assessments.

7. **Assessments a Personal Obligation.** Payment of every duly levied assessment against each Lot becomes a personal obligation of the Owners (Members) thereof and such are personally liable for payment thereof even if the Lot is sold.

ARTICLE IV

ARCHITECTURAL COMMITTEE

1. **Architectural Committee.** The Architectural Committee shall mean the Board of Directors of the Association, as the Board of Directors is presently constituted and shall be constituted from time to time in the future. The Architectural Committee shall adopt rules and policies from time to time concerning the process for submission and approval of construction plans, and shall have and exercise all of the powers, duties, and responsibilities set out in this instrument.

2. **Approval By Architectural Committee.** No work that impacts more than two hundred (200) square feet of land shall occur within Mountain Springs Ranch without written approval of the Architectural Committee, except the removal of dead and diseased vegetation, landscaping, and creation of personal trails as defined in Article V, Section 5.

Submissions detailing the intended work shall be provided to the Architectural Committee for review and shall include a map of where the work will take place and shall detail the type of work being performed. The Architectural Committee may request additional information as required to render approval. The Architectural Committee shall consider such submissions at the next regularly scheduled meeting thereof, and shall issue written notice to the applicant of approval, denial, or approval with conditions within ten (10) days of such meeting.

In the event the Architectural Committee fails to take any action within sixty (60) days after submissions for work have been received, all submitted plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any work submissions, the person or entity submitting such plans may appeal the matter to the next annual or special meeting of the Members of the Association where a vote of at least two-thirds (2/3) of the votes entitled to be cast at the meeting shall be required to change the decision of the Architectural Committee.

3. **General Requirements.** The Architectural Committee shall exercise its best judgment to see that all new construction on the lands within Mountain Springs Ranch conforms and harmonizes with the natural surroundings and existing structures as to external design, materials, color, siting, height, topography, grade, and finished ground elevation. It is particularly noted that building heights should conform as far as is practicable with the height of surrounding vegetation. Colors of buildings and improvements, including fences, should be in harmony with natural surroundings. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible. The location, grading, and cutting for driveways constructed for access into individual Lots must be approved by the Architectural Committee. All construction shall comply with state and local building codes and regulations.

4. **Architectural Plans.** The Architectural Committee shall disapprove any architectural plans submitted to it that are not sufficiently detailed for it to exercise the judgment required of it by these covenants. The requirements for architectural plans, site plans, and construction deposits may be found in the MSR Policy Regarding Construction Procedures and the Policy for Construction Accounts.

5. **Preliminary Approvals.** Persons or entities who anticipate constructing

improvements on a Lot within Mountain Springs Ranch, whether they already own a lot in Mountain Springs Ranch or are contemplating the purchase of a Lot, may submit preliminary sketches of such improvements and/or planned driveways into the Lot to the Architectural Committee for informal, preliminary review. The Architectural Committee shall not be committed or bound by any informal, preliminary comments until such time as complete architectural plans are submitted and either approved or disapproved, in writing, as described herein above.

6. **Architectural Committee Not Liable.** The Architectural Committee shall not be liable in damages to any person or entity submitting any architectural plans, or to any Owner(s) of lands within Mountain Springs Ranch, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such architectural plans. Any person or entity acquiring the title to any property in Mountain Springs Ranch, or any person or entity submitting plans to the Architectural Committee for review, by so doing agrees and covenants that the person or entity will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

7. **Written Records.** The Secretary of the Board of Directors shall keep and safeguard for at least five (5) years complete permanent written or digital records of all applications for approval submitted to the Architectural Committee (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by the Architectural Committee under the provisions of this instrument.

ARTICLE V

RESTRICTIONS ON RESIDENTIAL TRACTS

1. **Number, Type and Location of Buildings.** No buildings or structures shall be placed, erected, or permitted to remain on any residential tract in Mountain Springs Ranch except:

- One detached single-family dwelling house; and
- One guest or caretaker house; and
- One detached garage; and
- One barn or stable or other non-residential outbuilding other than a garage.

Storage sheds of two hundred (200) square feet or less shall be permitted for storage of tools, firewood, recreation vehicles, and similar purposes. Each Lot shall be permitted up to two (2) storage sheds. Additional storage sheds shall require approval of a variance by the Architectural Committee.

- A. As of the October 16, 2023, all new buildings greater than two hundred (200) square feet must obtain a building permit from Garfield County, as applicable, and comply with Garfield County building codes. Prior to commencing construction, the Owner must submit to the Architectural Committee a valid building permit from Garfield County.

- B. No dwelling house shall be placed, erected or permitted to remain on any Lot at any site or location except within a radius of one hundred (100) feet of the site or sites as staked on the ground by the Owners, unless otherwise specifically permitted by the Architectural Committee. No building shall be permitted within fifty (50) feet of any boundary or within one hundred (100) feet of any road in any case.
- C. No used or temporary house or structure, trailer, mobile home, or nonpermanent outbuilding shall ever be permanently occupied or serve as the primary dwelling, except during construction periods with a valid building permit. No dwelling house shall be occupied in any manner prior to the issuance of a Certificate of Occupancy, in accordance with local building codes and regulations.
- D. Each building, structure, or improvement commenced on any residential tract shall be entirely completed within eighteen (18) months after commencement of construction. Upon request by the Owner, one twelve (12) month extension for completion of construction may be granted by the Architectural Committee for extenuating circumstances. Additional extensions may be granted by the Board of Directors for good cause.

2. **Dwelling House to be Constructed First.** No garage, barn, stable or other outbuilding shall be constructed on any residential tract until after commencement of construction of the main dwelling house on the same residential tract, unless approved through a variance by the Board of Directors. All construction and alteration work shall be pursued diligently.

3. **Towers and Antennae.** No towers, radio, or television antenna or satellite dishes higher than three (3) feet above the highest roof line of the dwelling house, or beyond thirty (30) feet of the structure, shall be erected on any residential tract. Solar arrays may be freestanding and up to fifteen (15) feet in height. In compliance with the Federal Over the Air Reception Device legislation ("OTARD"), the Association may not impose any restrictions on antennae that impairs an Owner's ability to install, maintain, or use an antenna covered by the rule.

4. **Fences.** No fencing shall be of solid material. Allowable fencing shall include split rail, or natural tree rails and smooth wire. Open wire fencing up to six (6) feet above the ground is allowed within one hundred fifty (150) feet of the primary residence. No additional fencing is allowed except for the active keeping of livestock.

5. **Trees and Landscaping.** Reasonable landscaping is allowed on up to two (2) acres around the primary residence. Trees and shrubs may be removed for fire mitigation and fuels reduction or to create paths sufficient for personal trails on the entirety of the Owner's tract. Clear cutting or removal of trees beyond what is necessary to accomplish the uses permitted by this Section, or for construction as otherwise permitted by these covenants, is not allowed. All landscaping, tree removal, and personal trails should be consistent with Article I, Sections 1 and 3. Any additional work not specified in this Section must be approved by the Architectural Committee in accordance with Article IV.

6. **Tanks.** Except for tanks already in place as of October 16, 2023, no elevated or surface tanks are permitted on any residential tract except for water storage tanks at ground level. All new propane tanks must be buried if installed after October 16, 2023. Any elevated automotive fuel tank requires the approval of the Board of Directors.

7. **Exterior Lighting.** Mountain Springs Ranch is sensitive to light pollution and seeks to preserve dark skies. Exterior lighting plans shall be submitted to the Architectural Committee for review and approval with original construction drawings or when exterior lighting is added or modified on any Lot. Exterior lights should be shielded and directed downward, and not shine on or be directed at any Lot. Mercury vapor, high pressure sodium, and similar high intensity lighting are prohibited.

8. **Water Supply.** Each Owner shall be responsible for filing an application with the State of Colorado Division of Water Resources for a well permit for the Owner's property and for the expense for the drilling thereof prior to the construction of any residential building on their Lot.

9. **Parking on Lots.** No dwelling house shall be constructed on any Lot unless there is concurrently constructed on the same Lot adequate off-street parking.

10. **Sanitary Systems.** No sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used on any Lot unless fully approved as to design, capacity, location, and construction by all proper public health authorities including agencies of the State of Colorado and by Garfield County.

11. **Vehicular Use.** Motorized recreational vehicles including but not limited to motorcycles, dirt bikes, ATVs, UTVs, razors, or snowmobiles may be used on personal properties, to travel the Mountain Springs Ranch roads, and to access the Bureau of Land Management lands.

ARTICLE VI

RESTRICTIONS ON ALL TRACTS

1. **Residential Use Only.** Each Lot within Mountain Springs Ranch shall only be used for residential purposes, subject to the short-term rental restriction in Section 10, Article VI.

2. **No Mining, Drilling, or Quarrying.** Except for individual water wells as provided for in Colorado state law for exempt domestic wells, no mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the Mountain Springs Ranch community.

3. **No Business Uses.** The principal use for all the lands within Mountain Springs Ranch is residential. In no instance may any business use be allowed that requires any premise being open to the public or that would require a zoning change.

- A. No lands within Mountain Springs Ranch shall ever be occupied or used for any public, commercial, industrial, or business purpose other than the Owner's professional or occupational home office or home workshop.
- B. No noxious activity shall be done or permitted to be done on any of the lands that is a nuisance or might become a nuisance to any Owners within Mountain Springs Ranch.
- C. The home business shall not involve the bulk delivery or shipment of materials or goods.
- D. No signs shall be allowed on any Lot within Mountain Springs Ranch indicating the home business use.
- E. The home business shall be conducted only within an enclosed building, and in no event shall outside storage of any kind be allowed in conjunction with the use.
- F. The home business shall not involve customers visiting the Lot or home thereon to receive services or to purchase, view, or return goods.

4. **Signs.** With the exception of one "For Rent" or "For Sale" sign, which shall not be larger than twenty (20) inches by twenty-six (26) inches, and except for one entrance gate, property entrance, or driveway entrance sign of a style and design approved by the Architectural Committee, no signs or flags bearing commercial messages are allowed. Other signs and flags are permitted but may not exceed two (2) in number and may not be larger than three (3) feet by five (5) feet.

5. **Animals.**

- A. Common household pets and animals that are used to assist persons with disabilities are permitted. Pets shall remain on the Owner's property unless accompanied and supervised by the responsible person. Pets shall be under verbal or physical control of the responsible person.
- B. With the exception of livestock and poultry already residing in Mountain Springs Ranch as of October 16, 2023, the keeping of livestock and poultry on any Lot requires approval by the Board of Directors. Prior to the arrival of the livestock or poultry on the lands of Mountain Springs Ranch, the Owner must present to the Board of Directors plans demonstrating how the animals will be provided food, water, shelter, and reasonable protection from weather and predators in all seasons. Enclosures shall be kept clean, sanitary, and reasonably free of refuse, insects, and waste at all times. In accordance with Article VI, Section 3, no livestock or poultry shall be raised for commercial purposes.
- C. If any of the provisions in Section B are violated at any time, or for other good cause, the Board of Directors may revoke the approval for livestock and poultry.

6. **Subdivision.** No subdivision of any Lot in Mountain Springs Ranch shall be allowed after one year to the day from October 16, 2023. After the expiration of the one-year grace period no subdivision of any Lot shall be considered or approved. Subdivision of any Lot is not permissible except in the event an approved Garfield County application is submitted to the Board of Directors within the one-year grace period following the ratification of the second Revised Protective Covenants of Mountain Springs Ranch. Any approved subdivision granted in this grace period shall be subject to all Mountain Springs Ranch HOA Covenants and Policies in effect at the time of approval.

7. **Combining Lots.** If two (2) or more contiguous residential Lots within Mountain Springs Ranch are owned by the same Owner or Owners, such Lots may be combined into one or more larger residential Lots by means of a written document, approved by the Architectural Committee, executed and acknowledged by all of the Owners thereof and recorded in the real property records of Garfield County, Colorado.

8. **Service Yards and Trash.** All clotheslines, equipment, service yards, woodpiles, or storage piles, with the exception of fire mitigation efforts, on any Lot in Mountain Springs Ranch shall be screened by adequate landscaping or fencing so as to conceal them from the view of neighboring Lots, streets, and access roads. All rubbish and trash shall be removed from all Lots and shall not be allowed to accumulate within the Mountain Springs Ranch community.

9. **Open Burning.** Wildfires are a serious hazard in Mountain Springs Ranch. All outside burning and other spark-generating activities must be done with extreme caution and under the proper conditions with the proper precautions and supervision. No burning is allowed on Red Flag Warning days any time of the year, including but not limited to wood and charcoal grills, chimeneas, and enclosed and screened fire pits. All burning must comply with Garfield County restrictions regarding the same in addition to the restrictions set forth herein:

- A. Fireworks are prohibited in Mountain Springs Ranch.
- B. Open campfires are permitted in enclosed fire pits.
- C. Burning construction debris is prohibited in Mountain Springs Ranch.
- D. Extreme caution should be used when choosing ammunition and discharging firearms within Mountain Springs Ranch. Metal or exploding targets are discouraged.
- E. Outside cooking is restricted to charcoal, pellet, or gas grills designed for outdoor cooking or other dedicated outdoor cooking improvements.

F. Open burning of brush piles is permitted:

- with supervision throughout the entire period of ignition and assurance of complete extinguishment;
- in the winter between December 1st and March 30th when there is 12 inches or more of snow on the ground;
- with wind speeds not exceeding 5 miles per hour on a good smoke dispersal day (blue sky and warming, not cloudy) to avoid nuisance to neighbors; and
- with a minimum diameter fire mitigation zone surrounding the fire that is 2 to 4 times the height of the flames, and with the means for extinguishment present (i.e., tractor, plow, water tank, dirt, snow, etc.).

The area in and around brush and/or log piles that have been burned in the allowable winter prescription should again be monitored and checked multiple times in the spring as residual heat and/or burning roots have been known to exist throughout even severe winters/snowpack.

- G. Owners should notify the Glenwood Springs Fire Department and the HOA Board of Directors before any brush burning. As a courtesy, Owners planning to conduct a brush burn should notify their neighbors.

10. No Short-Term Rentals Allowed. No house, guesthouse, accessory dwelling, vehicle, tent, yurt, structure, or property within Mountain Springs Ranch shall be used for the purpose of short-term rentals. For the purposes of this Section, "short term rentals" shall mean any lease or agreement for residential or other use for a period of less than thirty (30) days. The Owner of a Lot in Mountain Springs Ranch shall have the right to lease the Owner's home, or the improvements thereon, for periods exceeding thirty (30) days, subject to the following conditions:

- A. All leases and similar occupancy contracts shall be in writing. The Board of Directors may promulgate reasonable rules and regulations regulating longer-term rentals, including, without limiting the generality of the foregoing, imposing reasonable occupancy restrictions and registration requirements for tenants and their vehicles.
- B. Tenants are subject to the Covenants, Articles of Incorporation, Bylaws, Rules and Regulations and other documents promulgated by the Association setting forth the rights and responsibilities of Owners (the "Association Documents"), and the lease shall provide that any failure of a tenant to comply with the Association Documents shall be enforceable by the Association against the tenant in the same manner as it could enforce the violation against the Owner. Without limiting the Association's right to pursue enforcement action against the tenant directly, the Owner shall be liable for any violation of the Association documents by the Owner's tenant, without prejudice to the Owner's right to collect any sums from the tenant.

- C. The Owner shall provide the Association with a copy of the lease prior to the commencement of the term, along with current contact information for the tenant if not included in the lease.

ARTICLE VII

EASEMENTS RESERVED

1. **Utility Easements Reserved.** The Association owns perpetual easements and rights of way, together with full rights of ingress and egress for itself, its agents, employees, and assigns, for the creation, construction, maintenance, operation, use, replacement, enlargement, and repair of all utilities, such as electric, telephone, sewer, gas, and similar lines, pipes, wires, and conduits. Such easements and rights of way shall be eight (8) feet in width on each side of the boundary line along the entire perimeter of each tract within Mountain Springs Ranch, and eight (8) feet along the side of every street or road of the Mountain Springs Ranch, which is now or may hereafter be constructed. No fences shall be built within any of these easements and rights of way.

2. **Easement for Roads.** Each Owner within Mountain Springs Ranch, and their guests and invitees, has the private use of a non-exclusive sixty (60) feet in width easement for ingress and egress to tracts within Mountain Springs Ranch over all improved and unimproved roads as currently exist on the Mountain Springs Ranch including ingress and egress to adjacent public lands and recreation.

3. **Grants of New Easements Restricted.** No existing or new access easements or rights of way within Mountain Springs Ranch shall ever be granted, conveyed, created, transferred, or signed for the purpose of ingress or egress to the property situated outside of Mountain Springs Ranch without the approval of a vote of 67% of the Lots within Mountain Springs Ranch.

ARTICLE VIII

ROADS AND SECURITY GATE

1. **Maintenance of Roads.** The Access Road and Secondary Roads in Mountain Springs Ranch, except private driveways, shall be maintained by the Association. Such maintenance shall not include snow removal except as provided in subsections (A) and (B) below. For purposes of this Article, the term "Access Road" means Mountain Springs Road from the end of the pavement on County Road 127 to the intersection with Black Bear Road, and on Saddle Drive from the intersection with Mountain Springs Road to the switchback on Saddle Drive. The term "Secondary Road" means all other roads located and constructed within Mountain Springs Ranch, except private driveways.

- A. The Association shall arrange for snow removal, at the Association's expense, for the Access Road.
- B. The Association may, but shall not be required to, arrange for snow removal on the Secondary Roads by agreement with Owners whose Lots are accessed by the Secondary Roads. The expense of such snow removal shall be charged only to the Owners entering into such agreement and separately billed thereto. The arrangements for and expense of plowing private driveways shall be the sole responsibility of the Owner of such driveway. Nothing herein shall be construed to prevent any Member from removing snow on Secondary Roads only at such Member's own expense as necessary to secure ingress and egress to such Member's property, provided such Member is in compliance with the Association's snow removal policy and such Member carries appropriate insurance for such work.

2. **Security Gate.** There is an electronic security gate located across the Mountain Springs Ranch Road entrance to Mountain Springs Ranch that is owned, maintained, repaired, and replaced by the Association for the benefit of the Owners.

ARTICLE IX

VARIANCES

1. **Variations.** The Board of Directors may, by a two-thirds (2/3) vote, allow reasonable variations as to any of the covenants contained in this instrument, on such terms and conditions as it shall warrant, provided that no such variance shall not be finally allowed until thirty (30) days after the Board of Directors shall have mailed a notice of such variance to each Member of the Association. In the event any three (3) Members shall notify the Board of Directors in writing of reasonable objections to such variance within the thirty (30) day period, the variance shall not be allowed until such time as it shall have been approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast at an annual or special meeting of the Members of the Association. An Owner shall apply for the variance by submitting the request, in writing and with specifics, to the Board of Directors. If it is a variance from the Architectural Committee rules, then the request needs to be submitted in writing as any other Architectural Committee application, and referred to the Board of Directors.

ARTICLE X

ENFORCEMENT

1. **Enforcement Actions.** The Association shall have the right to all remedies available at law and equity to enforce the covenants herein. The Board of Directors may adopt rules and regulations to enforce, implement, and interpret the Association Documents. Notwithstanding the foregoing, on behalf of the Association, the Board of Directors shall encourage the use of mediation or arbitration to resolve disputes prior to filing a lawsuit against any Owner, if reasonable and practicable based on the circumstances.

2. **Limitations on Actions.** In the event any construction or alteration or landscaping

work is commenced upon any of the lands in Mountain Springs Ranch in violation of these covenants and no action is commenced within 60 days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said 60-day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE XI

GENERAL PROVISIONS

1. **Covenants To Run.** All of the covenants contained in this instrument shall be a burden on the title to all of the lands in Mountain Springs Ranch, and the benefits thereof shall inure to the Owners of all of the lands in Mountain Springs Ranch, and the benefits and burdens of all said covenants shall run with the title to all of the lands in Mountain Springs Ranch.

2. **Amendments to the Covenants.** These Second Revised Protective Covenants may be amended by a vote of two-thirds (2/3), or sixty-seven percent (67%), of the votes entitled to be cast by the Members of the Association, in person or by proxy, at a Member Special Meeting or Annual Meeting.

3. **Termination of the Covenants.** The Covenants shall remain in effect until January 1, 2043 and shall be automatically extended for additional successive twenty (20) year terms thereafter unless terminated by a vote of at least 75% of the members entitled to vote for termination in accordance with C.R.S. 38-33.3-218.

4. **Severability.** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

5. **Paragraph Headings.** The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the covenants contained herein.

IN WITNESS WHEREOF, the Association has executed these Second Revised and Restated Protective Covenants for Mountain Springs Ranch.

I, the undersigned, do hereby certify that I am the duly elected and acting President of the Board of Directors of the Mountain Springs Ranch Homeowners Association, a Colorado non-profit corporation, and that the foregoing Second Revised and Restated Protective Covenants were duly adopted at a meeting of the Members by a vote in excess of sixty-seven percent (67%) of the those lots entitled to vote, and a vote in excess of seventy-five percent (75%) of those lots entitled to vote with regard to the provisions changing the uses within Mountain Springs Ranch, held on October 16, 2023.

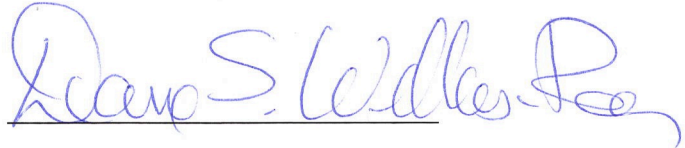


Matthew Graham, President

STATE OF COLORADO, COUNTY OF GARFIELD

Subscribed, sworn to, and acknowledged before me on this the 24th day of October, 2023 by Matthew Graham, as President of the Board of Directors of the Mountain Springs Ranch Homeowners Association.

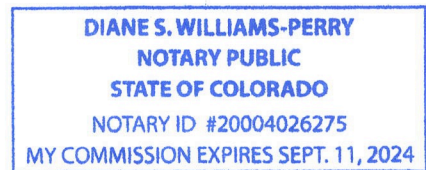
Witness my hand and official seal.



Notary Public

My Commission expires

9-11-24



[Legal Description of MSR]

MOUNTAIN SPRINGS RANCH LEGAL DESCRIPTION:

W1/2 SW1/4 of Section 17; S1/2 SE1/4 of Section 18; N1/2 SE1/4 and N1/2 of Lot 8 in Section 18: the North Half (N1/2) of Lot 8 shall be defined by a dividing line between the N1/2 and the S1/2 of said Lot 8 which dividing line is parallel to the North line of Lot 8; E1/2 SE1/4 of Section 19; SW1/4, SW1/4 SE1/4 of Section 20; NW1/4, E1/2SW1/4, NW1/4SW1/4, N1/2 NE1/4, SW1/4NE1/4 of Section 29; E1/2NE1/4 of Section 30; and NE1/4 NW1/4 of Section 32, all in Township 6 South, Range 89 West of the 6th P.M.; excepting from the real property described above the tracts of land described in Reception No. 240400 in Book 392 at Page 581 and Reception No. 249189 in Book 417 at Page 512 of the records of the Clerk and Recorder, Garfield County, Colorado; and the NE1/4, NW1/4 SE1/4, Lot 1, and the N1/2 of Lot 8, in Section 19, Township 6 South, Range 89 West of the 6th P.M.; the N1/2 of said Lot 8 shall be defined by a dividing line between the N1/2 and the S1/2 of said Lot 8 which dividing line is parallel to the North line of said Lot 8; the NW1/4 of Section 20, Township 6 South, Range 89 West of the 6th P.M.

County of Garfield

State of Colorado