

EXTENSION AND MODIFICATION OF AMENDED PROTECTIVE COVENANTS
LOGHILL VILLAGE UNIT II
EFFECTIVE MARCH 1, 2013

Affirmative votes have been received from the owners of real property in Loghill Village Unit II (hereinafter "Covenantors") approving the within "Extension and Modification of Amended Protective Covenants," which owners own property valued at least 51% of the total of the most recent actual valuation of all property in Loghill Village Unit II, as determined by the Ouray County Assessor. All prior protective covenants and any and all modifications or amendments to such including, but not necessarily limited to, those certain "Loghill Village Unit II, Amended Protective Covenants" recorded in Book 201 at Pages 524-528, and Loghill Village Unit II Extension of Amended Protective Covenants," Record # 178528, are of no further legal effect and are superseded by the within "Extension and Modification of Amended Protective Covenants."

These modified Protective Covenants are hereby made applicable to the following described real property located in the County of Ouray, State of Colorado, the same being the real property now duly platted as follows:

Loghill Village, Unit II, Filing I, in Ouray County of the State of Colorado, as shown by official plat thereof recorded in the Book of Plats, Reception No. 133436, of the Ouray County, Colorado record; Hereafter referred to as the "Subdivision."

Covenantors hereby make the following declarations as to limitations and restrictions on uses to which the lots or tracts constituting the Subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with all of the land so platted, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of, and limitations on, all future owners in such Subdivision. This declaration of restrictions is designed for the purpose of keeping the Subdivision desirable, uniform and suitable in architectural design and use as specified herein.

Further, covenantors hereby reserve each and all of the easements depicted by said plat, such reservation being for public utilities, for public ways and for such other uses as are permitted by the terms stated below, further reserving the right to remove from such easements any structures hereafter placed thereon for any purpose not related to the intended use of such easements, and hereby reserve the right to abate any uses of said easements not related to their intended uses.

NOW, THEREFORE, covenantors hereby declare that all of the property described above is held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the Subdivision, improvement and sale of the above-described lands, and they are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands and every part thereof. The acceptance of any deed, conveyance or encumbrance of any of said lands by Covenantors grantees, successors, or assigns, shall constitute acceptance of such limitations, restrictions and covenants. Delivery and acceptance of any such conveyance or transfer of any of said property or any interest therein shall constitute a covenant, agreement and undertaking

between Covenantors and any of such persons and/or a covenant by any such persons between themselves as follows:

1. LAND USES, BUILDING TYPE AND HEIGHT. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted on any single lot except one detached single-family dwelling, the highest point of which is less than 30 feet above the average natural grade occurring within 5 feet of the perimeter of such structure, and one accessory building, the footprint of which shall not exceed the size of the footprint of the house. Occupancy shall be limited to one family. An enclosed garage is required. If garage is detached it is considered to be the one allowable accessory building. The garage and house have to be built concurrently.

2. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee (ACC) is hereby created, which Committee shall consist of three to eight members who are property owners in Loghill Village Units I, II or IV. Said Committee shall be elected by residents of Loghill Village Units I, II and IV at time of the biennial election of Loghill Village Home and Property Owners Association (LHVH&POA Board of Directors/Officers). All property owners within Units I, II or IV are eligible to vote. Terms shall run for two years and can be extended without term limits unless decided otherwise by the Committee or the member. The ACC shall be responsible for building inspections in Units I, II & IV. The Chairperson of the Committee and other officers as needed are elected by the members of the Committee. Vacancies are filled by appointment by the Chairperson to run until the next regularly scheduled election.

Election shall be by printed ballot. The duties and authority of the Committee shall be as follows:

(a) The Committee shall promulgate and maintain a written list of standards and criteria for guidance in approving or disapproving building plans and specifications pursuant to this section. Said standards and criteria may be amended or otherwise changed from time to time as appears, in the discretion of the Committee, expedient and advisable. Standards and criteria are posted on the LHVH&POA website, www.loghillvillage.org.

(b) ACC approval is required before commencing any excavation or construction of a new structure, or remodeling or addition to any existing structure. The owner shall first file with the Committee one (1) copy of all plans and related construction data, including color samples. A fee and deposit are required at the time of submittal. Said fee and deposit shall be subject to adjustment by the Committee. Any approval of such plans or construction data shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval, unless a different expiration time is specifically stated in the approval. Disapproved plans and related data shall be accompanied by a statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Committee of a completed application with all required documentation, the written request for approval, and required fees and deposits the provisions of this Section shall be deemed waived. If the Committee requests revisions or additional submissions or if the owner proposes revisions or if there are other extenuating circumstances, the 30 day approval period shall be extended by another 30 days to begin once all revisions are received and the parties

agree to proceed. All family dwellings and all other buildings erected upon any lot within the Subdivision shall be new construction of good quality workmanship and good quality materials.

Such work shall not commence until the committee shall find in writing that said plans are in compliance with these covenants, and that the improvements to be constructed pursuant thereto, and the materials of which the improvements are to be built, are suitable to the site upon which the improvements are to be built, that such improvements and materials are in harmony with their surroundings and that the effects of such improvements have no unreasonably adverse impact, including impairment of view, upon other nearby property.

(c) Among other items, design guidelines may include suggested or required building materials, colors, setbacks, buffers, paving materials, plant materials, light fixtures, signs and graphics, benches, trash receptacles, etc.

(d) All construction shall comply with the Ouray County Land Use Regulations, particularly the visual impact regulations as outlined in Section 9 of the Ouray County Land Use Code dated March 4, 1986, as same may be amended in the future.

(e) No grading of the land surface shall be done except upon written approval by the Architectural Control Committee. Approval by the Committee may be conditioned upon the installation of appropriate drainage facilities, including but not limited to culverts, to be installed at applicant's expense.

(f) Fire mitigation measures, including tree removal and forest thinning, are strongly encouraged. ACC review and written approval are required prior to removing live trees taller than 8 feet, whether for fire mitigation or landscaping. The Committee may request submission for its review of a site sketch and/or other relevant documents or tree tagging to define the nature and extent of the intended project. A site visit may or may not be needed.

(g) No fence, wall, gate or other structure forming a barrier or having a similar purpose shall be contracted, erected or maintained upon any lot or boundary thereof until such fence, wall or other structure shall have been approved in writing by the Committee. Plans, drawings and pictures indicating location on lot, type of fence, height of fence and materials must be provided. The fencing should be reasonably unobtrusive, as determined by the ACC, from adjacent properties, roads or trails. Wood, stone or dark metal in earth tones may be considered. Chain link, stockade-style, or barbed wire fences are not allowed.

The fencing guidelines are intended to preserve the open semi-rural feeling of LHV, with minimal interference with wildlife migration. They must be set back at least 25 feet from the property line along roads. The fence should be designed so that it will not injure or trap deer and other wildlife that might try to pass over, through or under it. Fencing to protect landscaping or gardens from deer and other browsing animals should be limited to the extent of the planted area. Other fencing that could potentially interfere with wildlife migration, such as that enclosing dogs, should be the minimum area and height necessary to accomplish the intended purpose. See section 5 for fences enclosing horses.

(h) The Committee shall employ its collective experience, information and judgment in reviewing each application for approval required by this Section. Neither the Committee, nor the individual members thereof, shall be liable for damages to any person for any action or inaction

by the Committee unless it is shown by clear and convincing evidence that such action or inaction was motivated by malice and/or bad faith.

The provisions herein contained for an Architectural Control Committee are premised upon the desirability of maintaining a measure of consistency of design, mode of construction, and quality among improvements constructed within Loghill Village Unit I, II & IV.

3. MINIMUM DWELLING SIZE. The floor space area of each one-story family dwelling shall be not less than 1,000 square feet, exclusive of open porches and garages, unless approved by the committee. The floor space area of each family dwelling having more than one story shall be not less than 1,500 square feet, exclusive of open porches and garages, unless approved by the committee.

4. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be kept or harbored on any lot except for household pets such as dogs, cats, tropical fish, caged birds and gerbils. Pets shall be restrained from leaving the premises of the lot upon which kept or harbored, and they shall be controlled to such extent and in such manner that they shall not interfere with the pleasurable use and occupancy of any other property within the Subdivision. No household pets shall be kept for breeding purposes or for any commercial purpose.

ACC approval is required for all new applications for horses irrespective of any prior uses of the property or prior approvals for same. Approval for horses does not run with the land. As required by previous ACC Criteria and Standards, permission for horses and/or llamas can be requested only for larger lots verified by County records to be greater than 5.0 acres. No more than one horse is allowed per 2.5 acres, up to a maximum of 4 horses. The applicant must notify contiguous neighbors in writing before applying to the ACC. The proposed horse owners must demonstrate that they can and will satisfy all provisions of the Covenants and ACC Criteria and Standards, and provide and comply with an ACC approved waste disposal plan. No more than 20% of the lot may be fenced or used as pasture, paddock or meadow for the maintenance of such livestock and the locations must be approved in advance. The fencing must comply with fencing Criteria and Standards and may include appropriate pipe based fencing or appropriate pipe-based fencing panels and must be more than 100 feet from any lot line. The ACC will use its judgment and experience in approving or disapproving all applications.

5. TEMPORARY LIVING STRUCTURES OR OTHER STRUCTURES. No structure or enclosure of a temporary nature, such as a trailer, mobile home, basement house, tent, shack, garage, barn or outbuilding shall be utilized at any time as a place of abode, either temporarily or permanently. Nothing contained in this paragraph, however, shall be taken or construed as prohibiting use of a travel trailer, pickup camper or other mobile device for temporary habitation for a period not in excess of two weeks by persons who are visiting guests of the owner of the lot upon which such device is temporarily placed. This exception, however, shall not be taken or construed as permitting or sanctioning any subterfuge employed to avoid the purpose manifested by this paragraph.

6. KEEPING OF MOTOR VEHICLES. No motor vehicle designed for travel over roads and highways or for travel cross-country shall be kept upon any real property within the Subdivision unless such vehicle shall bear evidence of a license for operation upon the public roads of the State of Colorado for the then-current year and evidence of such acceptance upon such safety inspection as then shall be required by the laws of the State of Colorado, and which such motor

vehicle shall be in usual and ordinary use by the owner of the land where said vehicle is kept or situated.

7. ANTENNAE, TOWERS, POLES OR ANY VERTICAL STRUCTURES. No antennae, towers, poles, installations or structures of any kind for any purpose shall exceed 30 feet above ground level at the site of installation. Small roof-mounted antennas or dishes are exempt if lower sites are unsuitable. All such devices require ACC approval in accordance with the ACC Standards and Criteria. No commercial antennae may be installed on any lot for any purpose.

8. SIGNS. No sign of any kind, including contractor's signs, shall be displayed for public view within the Subdivision or on any lot therein. Notwithstanding, one small sign may be displayed on each lot announcing the name and address of the occupant thereof, as well as a reflective address number sign. One sign having an area not exceeding five square feet may be placed upon each lot advertising such lot for sale or rent. All signs shall be subject to design guidelines as promulgated by the Committee. "No Trespassing" signs, if needed, should be installed on the property to be visible to a potential trespasser but relatively unobtrusive to passersby.

9. DOMESTIC WATER SUPPLY. There has been constructed upon and within the Subdivision a domestic water supply system which brings a supply of water for household purposes to each lot within the Subdivision. No other domestic water supply shall be used on any lot.

10. SEWAGE DISPOSAL. No sewage collection or disposal system shall be installed or used on any lot unless and until such system is designed, constructed and located in conformity with the then-existing standards, regulations and criteria employed by the Ouray County Sanitarian acting under direction of the State of Colorado. No construction of any such system shall be undertaken until the plans and designs therefor have received such approval and no use of any system shall occur until the completed system has received final approval.

11. OIL, GAS AND MINING OPERATIONS. No gas, oil or mineral exploration, drilling, development, mining, removal, concentration, refining, transporting or related operations of any kind shall be permitted within the Subdivision. No oil wells, tanks, tunnels, excavations or shafts shall be placed, constructed or erected within the Subdivision. No derricks, tipples, trams, dumps or other similar structures shall be emplaced, constructed or used.

12(a). GARBAGE AND REFUSE DISPOSAL. No property within the Subdivision shall be used or suffered to be used for the dumping of any rubbish, trash, garbage, refuse, junk, abandoned property or waste; none of any such material shall be kept on any property except in sanitary containers of sufficient capacity to contain the normal accumulation of such material by an average family during a one-week period. None of such material shall be burned within the Subdivision. Bear-resistant trash cans are strongly encouraged.

12(b). OPEN BURNING OF ANY MATERIAL IS PROHIBITED. This includes the aforementioned trash, and all slash, tree limbs, firewood, construction material or any other flammable material. Due to extreme potential fire danger, new fire pits or similar devices for outside wood-burning are prohibited after March 1, 2013.

13. PRESERVATION OF NATURAL GROUND COVER. Serious consideration should be given to using natural native vegetation and trees and plants that require minimum amounts of

water for their survival. Manicured lawns are discouraged. Maintaining a relatively natural appearance is desirable.

14. SETBACK REQUIREMENTS. No improvement or structure of any kind, except for approved walls or fences, shall be constructed within 40 feet of the property line along the right-of-way of any road or street or within 25 feet of any lot boundary, including side boundaries and rear boundaries, unless otherwise approved by the Committee.

15. NUISANCES AND FIREARMS. No noxious, dangerous or offensive activity shall be engaged in by any person within the Subdivision, nor shall anything be done, permitted or be left undone, the effect of which shall be to constitute a public nuisance or private nuisance within said Subdivision. No hunting, trapping, sport activity, or any other activity shall be engaged in which involves the killing or injury of any wild or domestic animal.

16. LOCATION OF AUXILIARY BUILDINGS AND INCIDENTAL ACTIVITIES. Location upon each lot of storage, utility or auxiliary buildings, garbage or refuse containers, air conditioning equipment, clothes drying lines, utility pipes and other similar appurtenances shall be at the rear or side of a family dwelling, and they shall be so placed as to be inconspicuous from any adjoining street or lot. Any such storage, utility or auxiliary building shall be constructed of the same exterior building materials as are utilized in the primary residential structure on the lot, or of materials and colors approved by the Committee so as to harmonize with the primary residence.

17. SERVICE YARDS. Each dwelling unit shall have a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment and other unsightly objects must be placed or stored to conceal them from roads and other properties. Household fuel tanks must be permitted by the proper authorities and may be located outside of such screened areas only if located underground. Plans for such fence or screening, delineating the size, design, color, texture, appearance and location, must be approved by the Committee prior to construction as provided in Section 2(f) hereof. Utility meters installed at the street are exempt.

18. LIGHTING. Lights used for illumination of garages, patios, parking areas, yards or outdoor activities shall be so placed as to direct light away from adjacent residences and roadways. The direct light glare shall not be visible from off the property or extend above the horizontal. Lights should be used only when and for as long as needed for illumination and should be of the minimum wattage necessary to accomplish the intended purpose. The total light emanating at any one time from sources within or without any structure shall not exceed a total of 10,000 lumens. Fixtures should be placed as low as possible on all exterior installations, including on second story decks. Nonessential decorative and/or feature-enhancing lighting is not allowed. Flood lights, barn lights or "security lights" are not allowed, nor are lights installed just beneath roof peaks. No exterior light may be left on all night. Low-wattage low-intensity shielded lights of the type used to mark driveways or illuminate street numbers are exempt, although reflectors and reflective numbers are preferred in most instances.

19. COMPLETION OF STRUCTURES. Construction of each structure within the Subdivision shall be prosecuted diligently and each such structure shall be completed within twelve months of commencement of construction thereof.

20. SOLAR COLLECTORS. Necessary collectors for the gathering and concentration of solar energy may be constructed if said collectors are depicted upon the building plans and building specifications mentioned in paragraph 2b hereof and if said plans be approved by the committee. The ACC may require an adjustment to the proposed location of solar panels to reduce their visual impact so long as it does not unreasonably decrease their performance or significantly increase their cost (CRS 38-30-168).

21. OUTDOOR STORAGE: No motor vehicle, towed vehicle, tent, camper or boat other than those licensed and used as in section 6 or unless otherwise approved by the Committee shall be stored, placed, maintained, constructed or reconstructed at any location upon any lot from which it shall be visible from any adjacent lot or from any public or private roadway or from any park, greenbelt or bridle path.

22. OPEN SPACE. All open space will be kept in its natural state, subject to county regulations, and remain undeveloped. Trails for hiking and similar non-motorized activities are permitted. If title to the open space is acquired by the Loghill Village Parks and Recreation District it may be managed as the District Board of Directors determines is necessary or desirable for the benefit of all District residents.

23. DURATION; AUTOMATIC EXTENSION PERIODS. The foregoing restrictions, covenants and limitations shall be binding upon the property within the Subdivision for a period of ten (10) years from the date of recording the within Extension and Modification of Amended Protective Covenants ("Protective Covenants") in the office of the Ouray County, Colorado Clerk and Recorder. At the expiration of said ten (10) year initial period, said Protective Covenants shall be automatically extended for successive ten (10) years periods; said automatic extension periods shall require no additional action or approval by the Covenantors. Said automatic extensions do not, nor are they intended to, preclude future modifications of the Protective Covenants in accordance with the provisions of section 24.

24. MODIFICATION. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of Loghill Village, Unit II, and each lot therein, may be waived, terminated or modified as to the whole of the Subdivision, or any portion thereof, with the written consent of the owners of real property in the Subdivision valued at least 51% of the total of the most recent actual valuation of all property in Loghill Village Unit II. No single individual or corporation may cast more than 25% of total votes irrespective of number of lots owned. No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Ouray County, Colorado, Clerk and Recorder.

(a)The boundaries between adjoining lots may be relocated, re-drawn or eliminated (constituting a consolidation of two or more lots) by an amendment to the plat upon application to the ACC by the owners of the affected lots. In order to accomplish such, the owners of the lots involved must submit an application to the ACC which shall be executed by those owners and shall include: (1) evidence sufficient to the ACC that applicant has complied with all local rules and ordinances and that the proposed change of boundaries does not violate the terms of any document evidencing a security interest; (2) the proposed re-allocation of interests, if any; (3)the proposed form for amendments to the declaration and the plat as may be necessary to show the altered boundaries of the lots and their dimensions and identifying numbers; (4) a deposit against attorney fees and costs which the ACC will incur in reviewing and effectuating the

application based upon reasonable estimate; and (5) such other information as may be reasonably requested by the ACC.

Final approval of the relocation, re-drawing or elimination of lot boundaries shall require the approval of the owners of real property in the Subdivision valued at least 51% of the total of the most recent actual valuation of all property in Loghill Village Unit II.

(b) The subdividing of any platted lot in the Subdivision into two or more parcels is prohibited.

(c) No relocation, re-drawing or elimination of boundaries shall be effected without the necessary amendments to the protective covenants and plat(s) executed and recorded in the Ouray County public records.

(d) All costs and attorneys fees incurred by the ACC as a result of any application shall be the sole obligation of the applicant(s).

25. REMEDIES IN EVENT OF VIOLATION OR BREACH. In the event of a violation or breach of any of the restrictions contained herein by a lot owner, his agents, successors or assigns, Covenantors shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event, and Covenantors or such other lot owner shall have the right to recover all costs and expenses of suit in such action, including reasonable attorney's fees.

The failure to enforce any rights, reservations, restrictions or conditions contained in these Protective Covenants, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

It is expressly understood and agreed that the covenants, restrictions and limitations contained in these Protective Covenants shall attach to and run with the land, and it shall be lawful not only for covenantors, its grantees, successors and assigns, but also for the owner or owners of any lot or lots within said Subdivision, deriving title from or through covenantors to institute and prosecute any proceedings at law or in equity against any person or persons violating or threatening to violate the same. Any such violation, threatened violation or continuing violation may be enjoined, abated or remedied by appropriate proceedings. No violation shall effect or impair the lien held by any bona fide encumbrancer whose encumbrance was acquired in good faith and for value; provided, however, that any subsequent owner of the property encumbered shall be bound by these Protective Covenants, whether his interest in land within the Subdivision was obtained by foreclosure through court, purchase at trustee's sale or otherwise. It shall be deemed conclusively that every act or failure to act which results in violation of any of the covenants, limitations or restrictions contained in this instrument is a nuisance which may be abated by covenantors, their grantees, successors or assigns. Bringing of an action for abatement of such nuisance shall not constitute an election of remedies barring or excluding any other action available at law or equity or pursuant to the terms of this instrument.

26. COSTS OF ENFORCEMENT. Should any party entitled to enforce these Covenants employ counsel to enforce any provisions hereof, all costs incurred in such enforcement,

including reasonable attorney's fees, shall be paid by the violator if the instigator of such enforcement action prevails in same.

27. SEVERABILITY. All of the covenants, limitations and restrictions herein contained shall be construed together but, if it shall be held at any time that any one or more of said covenants, limitations and restrictions is or are invalid or otherwise unenforceable, no other covenant, limitation or restriction shall be affected or impaired thereby.

28. ASSIGNMENTS. Any and all rights and powers of Covenantors may be delegated, transferred or assigned. Wherever the term "Covenantor" is used herein, it is inclusive of assigns or successors in interest of Covenantors.

29. PRE-EXISTING STRUCTURES, IMPROVEMENTS OR ACTIVITIES. Notwithstanding the provisions of this "Extension and Modification of Amended Protective Covenants", any lot owner who, prior to March 1, 2013, has any structures, improvements or activities located on or taking place on his or her property may continue such after said date so long as said improvements or activities are in substantial compliance with the existing "Amended Protective Covenants" recorded on March 3, 1983 in Book 201 at Page 524-528 of the Ouray County public records.

We have set our hands hereto this 29th day of October, 2012.

Albert Lowande

Loughill Village Unit II Property Owner,
LHVH&POA Board member

Jane P. McCall

LHVH&POA Board President

Thelma W. Keates

LHV Units I, II & IV ACC Chair

