

EXTENSION AND MODIFICATION OF PROTECTIVE COVENANTS FOR
LOGHILL VILLAGE, UNIT I
EFFECTIVE June 28, 2016

KNOW ALL MEN BY THESE PRESENTS:

Affirmative votes have been received from the owners of real property in Loghill Village, Unit I (hereinafter "Covenantors") approving this "Extension and Modification of Protective Covenants" (hereinafter "Protective Covenants"), which owners own property valued at no less than 51% of the total of the most recent assessed valuation of all real property in Loghill Village, Unit I as determined by the Ouray County Assessor. All prior protective covenants and any and all amendments to such including, but not necessarily limited to, those certain "Loghill Village Unit I Protective Covenants" recorded in Book 188 at Pages 420-425, Reception No. 122041, in the Ouray County Clerk and Recorder's office, are of no further legal effect and are superseded by this "Extension and Modification of Protective Covenants."

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

Loghill Village, Unit I, Filing 1, in Ouray County, State of Colorado as shown by the official plat thereof for single family lots, recorded June 25, 1976, at Reception No. 122035, in the Ouray County, Colorado public records (hereinafter 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 the land so platted, as provided by law, and shall be binding on all parties owning all or any part of the Subdivision and all persons claiming under them, and for the benefit of, and as limitations on, all future owners in the Subdivision. These Protective Covenants are designed for the purpose of keeping the Subdivision desirable, uniform and suitable in architectural design and use as specified herein.

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 or 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 improvements 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 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 building or other structure shall be constructed, erected or emplaced, except one detached single family dwelling and one accessory building, the highest point of which shall not be in excess of 26 feet above the lowest point of natural grade occurring within 5 feet of the perimeter of such structure or the highest point of which is in excess of 22 feet higher than the highest point occurring in the natural grade within the boundaries of the lot upon which such structure is emplaced. Neither of the limitations herein mentioned shall be exceeded in any case and whichever of said limitations imposes the lowest maximum building height shall pertain in each case. Notwithstanding anything else in this paragraph, 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 and if said plans be approved by the architectural control committee.
2. ARCHITECTURAL CONTROL COMMITTEE ("ACC"). An 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 ACC shall be elected by residents of Loghill Village, Units I, II and IV at the time of the biennial election of Loghill Village Home and Property Owners Association Board of Directors and Officers. All property owners within Units I, II and IV are eligible to vote. Terms shall run for two years and can be extended without term limits unless decided otherwise by the ACC or the member. The ACC shall be responsible for building inspections in Unit I. The chairperson of the ACC and other officers as needed are elected by the members of the ACC. Vacancies are filled by appointment by the chairperson to serve until the next regularly scheduled election. Election shall be by printed ballot.

The duties and authority of the ACC shall be as follows:

- (a) The ACC 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, at the discretion of the ACC, expedient and advisable. Standards and criteria are posted on the Loghill Village Home and Property Owners Association website (www.loghillvillage.org).
- (b) ACC approval is required prior to the commencement of any excavation or construction of a new structure, or remodeling or addition to any existing structure. The owner shall first file with the ACC 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 ACC. 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 date 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 or denied within thirty (30) days following receipt by the ACC of a completed application with all required documentation, the written request for approval and required fees and deposits as required by the provisions of this Section shall be deemed waived. If the ACC 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 ACC 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 and 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 the same may be amended in the future.
- (e) No grading of the land surface shall be done except upon written approval by the ACC. Such approval 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 eight feet, whether for fire mitigation or landscaping. The ACC may request submission for its review of a site sketch plan and/or other relevant documents or tree tagging to define the

nature and extent of the proposed project. A site visit may or may not be required by the ACC.

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

The fence guidelines are intended to preserve the open, semi-rural feeling of the subdivision and to minimize interference with wildlife movement and migration corridors. Fences must be set back at least 25 feet from the property line adjacent to roads. Fences should be designed so as to not injure or trap deer and other wildlife that attempt 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 fences enclosing dogs, should be the minimum area and height necessary to accomplish the intended purpose.

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 otherwise approved by the ACC. 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 ACC.
4. **LIVESTOCK AND PETS.** Except as provided in this Section, 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 purposes.

ACC approval is required for all new applications for horses and/or llamas irrespective of any prior uses of the property or prior approval for the same. Approval for horses and/or llamas does not run with the land. Permission for horses and/or llamas may be requested only for lots larger than 7.5 acres as verified by Ouray County records. No more than one horse or llama is allowed per 2.5 acres, up to a maximum of 4 horses or llamas. The applicant must notify all contiguous neighbors, in writing, before applying to the ACC. The proposed

horse/llama owner 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 at least 100 feet from any lot line. The ACC will use its best judgment in approving or disapproving all applications.

5. TEMPORARY LIVING STRUCTURES AND 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 Section, 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 within any twelve (12) consecutive months by persons who are guests of the owner of the lot upon which such vehicle 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 Section.
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 safety inspection as then may be required by the laws of the State of Colorado. Any 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 AND OTHER VERTICAL STRUCTURES. No antennae, towers, poles, installations or vertical 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 from this prohibition if lower sites are unsuitable. All such devices require ACC approval prior to installation in accordance with the ACC Standards and Criteria. No commercial antennae or towers may be installed on any lot nor installed in the "Green Belt" of the Subdivision 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. The foregoing prohibition notwithstanding, one small sign may be displayed on any 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 (5) 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 ACC. "No Trespassing"

signs, if needed, shall 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 potable water for household purposes to each lot within the Subdivision.
10. SEWAGE DISPOSAL. No sewage disposal or collection 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 and adopted by Ouray County and/or the State of Colorado. No construction of any such system shall be undertaken until the plans and design therefore have received Ouray County approval and no use of any system shall occur until the completed system has received final inspection and approval by Ouray County.
11. SPECIAL SERVICE DISTRICT. Each of Covenantors' grantees, successors and assigns, by acceptance of any conveyance of any lot within the Subdivision thereby constitutes and appoints the Loghill Village Property and Homeowners Association ("LHVP&HOA") as his or its attorney in fact for the purpose of preparing, signing, executing and filing with a court of competent jurisdiction a petition for formation and organization of a combined special services district having those functions assigned by the laws of the State of Colorado, as presently constituted and as hereafter amended, conferred upon public park districts, safety protection districts, street improvement districts, sanitation districts, fire protection districts and water districts, and they additionally covenant and undertake to render to Covenantors, their grantees, successors and assigns their full cooperation and their reasonable assistance in doing all things useful or necessary to the formation and organization of such combined special district, provided that any combined special services district that is proposed to provide the services and assume the duties of a fire protection district shall require the prior approval of the Loghill Mesa Fire Protection District.
12. GOVERNMENTAL SERVICE AREAS.
 - (a) LOT 1, BLOCK A, LOGHILL VILLAGE UNIT 1. Lot 1, Block A, Loghill Village Unit 1, as shown on the above-referenced plat was replatted into three lots, Lots 1A, 1B and 1C, all as shown on the Replat of Lot 1, Block A, Loghill Village Unit 1, filed of record on November 23, 2005, at Reception No. 189857. Lot 1A is owned by the Loghill Mesa Fire Protection District and Lot 1A uses are limited solely to general governmental uses and purposes. The limitation to residential use contained in these Covenants shall not pertain to structures constructed or erected for governmental uses and purposes. Nevertheless, all buildings and other structures constructed or erected for governmental uses and purposes shall be subject to approval by the ACC in like manner as

residential structures, and all other provisions contained in paragraph 1, above, shall apply to construction or erection of structures, modification of said land and uses made thereof. Lot 1A shall not be further subdivided for residential purposes. Lots 1B and 1C are limited solely to single-family residential purposes. Owners of Lots 1B and 1C shall be solely responsible for the cost of installing and maintaining the fifty (50) foot access and utility easement from Ponderosa Drive to said Lots. The Owners of said Lots shall share equally in the cost of maintenance of the easement. The course of the easement shall not be fenced, nor shall there be any gates installed across the easement at any location without the prior written permission of the Owner of Lot 1A. "Maintenance" as used herein shall include, but not necessarily limited to, regrading, resurfacing, repair or replacement of drainage structures, snow removal and weed control. The easement and its attendant maintenance responsibilities shall constitute a covenant which shall be appurtenant to and run with the title to Lots 1B and 1C.

(b) LOT 18, BLOCK A, LOGHILL VILLAGE UNIT 1. Lot 18, Block A, Loghill Village Unit 1 is owned by the Loghill Village Parks and Recreation District and its uses shall be limited to parks and recreation uses and purposes. The limitation to residential use contained in these Covenants shall not pertain to structures constructed or erected for parks and recreation uses and purposes. Nevertheless, all buildings and other structures constructed or erected for parks and recreation uses and purposes shall be subject to approval by the ACC in like manner as residential structures, and all other provisions contained in paragraph 1, above, shall apply to construction or erection of structures, modification of said land and uses made thereof.

13. 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 said Subdivision. No oil wells, tanks, tunnels, excavations or shafts shall be placed constructed or effected within said Subdivision. No derricks, tipples, trams, dumps or other similar structures shall be emplaced, constructed or used.
14. GARBAGE AND REFUSE DISPOSAL. No property within the Subdivision shall be used or suffer to be used for the dumping of any rubbish, trash, garbage, refuse, junk abandoned property or waste; none of 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 containers and trash cans are strongly encouraged.
15. OPEN BURNING PROHIBITED. Open burning of any material is prohibited including trash, all slash, tree limbs, firewood, construction material or any other

flammable material. Due to extreme potential fire danger, installation or use of fire pits or similar devices for outside wood burning is prohibited. The use of gas grills is permitted in accordance with Ouray County regulations governing outdoor burning.

16. **PRESERVATION OF NATURAL GROUND COVER.** No lawn shall be planted or maintained upon any lot, the size of which lawn is in excess of two times the floor space of a residential structure constructed upon said lot. Serious consideration should be given to xeriscaping and using natural native vegetation, trees and plants that require minimum amounts of water for their survival. Maintaining a relatively natural appearance is desirable.
17. **SET-BACK REQUIREMENTS.** No improvement or structure of any kind, except for approved walls or fences, shall be constructed within 40 feet of the right-of-way boundary or any cul-de-sac or within 25 feet of any other lot boundary, including side boundaries and rear boundaries, unless approved by the ACC. Walls and fences, as long as they are approved by the ACC, may be constructed on property lines.
18. **NUISANCE 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 or private nuisance within said Subdivision. No hunting, trapping, sport activity or any other activity shall be engaged in which involves the killing of or injury to any wild or domestic animal. Sport-shooting or target practice with firearms including, but not necessarily limited to, pistols, rifles and shotguns, is prohibited.
19. **LOCATION OF AUXILIARY BUILDINGS AND INCIDENTAL ACTIVITIES.** Subject to prior approval of the ACC, location on each lot of all storage, utility or auxiliary buildings, garbage or refuse containers, air conditioning equipment, 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 as inconspicuous as possible 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 ACC so as to harmonize with the primary residence.
20. **LIGHTING.** Loghill Village adheres to the Dark-Sky protocols. Lights for illumination of garages, patios, parking areas, yards or outdoor activity areas shall be shielded and 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 outside of 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. Non-essential decorative and/or feature-enhancing lighting is not allowed. Flood lights, barn lights, lights installed just below roof peaks and "security lights" are not allowed. 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 permitted, although reflectors and reflective numbers are preferred in most instances.

21. **COMPLETION OF STRUCTURES.** Construction of each approved structure within the Subdivision shall be prosecuted diligently and such structure shall be completed within twelve months of commencement of construction thereof unless additional time for completion has been granted by the ACC.
22. **OUTDOOR STORAGE.** Any motor vehicle, towed vehicle, tent, camper or boat other than those licensed and used, as described in Section 6, above, shall only be stored, placed, maintained, constructed or re-constructed at a location on any lot so as to be as inconspicuous as possible from any adjacent lot or from any public or private roadway or from any park, greenbelt or bridle path.
23. **OPEN SPACE.** All open space will be kept in its natural state, subject to county regulations and shall remain undeveloped.
24. **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 Protective Covenants in the office of the Ouray County, Colorado Clerk and Recorder. At the expiration of said ten year initial period, said Protective Covenants shall be automatically extended for successive ten (10) year periods; said extension periods shall require no additional action or approval by the Covenantor(s). Said automatic extensions do not, nor are they intended to preclude, future modifications of the Protective Covenants in accordance with the provisions of paragraph 25 ("Modification"), or any other provision of these Protective Covenants.
25. **MODIFICATION OF COVENANTS.** The covenants, agreements, conditions, reservations and charges created and established herein for the benefit of Loghill Village, Unit I, 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 which owners own property valued at no less than 51% of the total of the most recent actual valuation of all property in Loghill Village, Unit I as determined by the Ouray County Assessor. No single individual or corporation may cast more than 25% of the total votes irrespective of total number of lots owned. No such waiver, termination or modification shall be effective until the proper written instrument shall be executed and recorded in the office of the Ouray County Clerk and Recorder.

26. **MODIFICATION OF LOT LINES.** The boundaries between adjoining lots may be relocated, redrawn or eliminated (constituting consolidation of two or more lots) by amendment to the plat in accordance with the Ouray County Land Use Code, Section 6. Further subdivision of any platted lot in the Subdivision into two or more parcels is prohibited.
27. **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, including any lot owner(s), shall have the right, but not the obligation to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event, and Covenantors or lot owner(s) shall have the right to recover all costs and expenses of suit, 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 effect their enforcement.
- It is expressly understood that the covenants, restrictions and limitations contained in these Protective Covenants shall attach to and run with the land, and it shall be lawful for Covenantors, their grantees, successors and assigns and the owner of any lot or lots within said Subdivision, 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 legal 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 in 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 and 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.
28. **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 party violating the Covenants if the party who initiated the legal action prevails.
29. **SEVRABILITY.** 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.

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

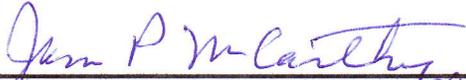
31. PRE-EXISTING STRUCTURES, IMPROVEMENTS OR ACTIVITIES.

Notwithstanding the provisions of this "Extension and Modification of Protective Covenants", any lot owner who, prior to approval and recording of this Extension and Modification of Protective Covenants, 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 "PROTECTIVE COVENANTS RECORDED JUNE 28, 1976."

We have set our hands hereto this 23rd day of MARCH, 2016

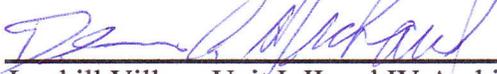


Loughill Village, Unit I Property Owner



LHVH&POA Board President

Resident of Unit 1



Loughill Village Unit I, II and IV Architectural Control Committee Chairman

VERIFICATION OF BALLOT TALLY FOR ADOPTION OF

EXTENSION AND MODIFICATION OF PROTECTIVE COVENANTS FOR LOGHILL VILLAGE, UNIT I EFFECTIVE JUNE 28, 2016

We, the undersigned, are residents of Loghill Village (LHV) and are members of the LHV I, II, IV Architectural Control Committee or officers of the LHV Home & Property Owners Association. Three of us have served on the LHV Covenants Renewal Working Group. We have witnessed the counting of the ballots regarding adoption of revised Unit I covenants received from property owners bound by the covenants of Unit I.

Number of properties voting in the affirmative for adoption of the revised covenants:

123

Non-responding properties are considered a No vote.

The total of the most recent assessed valuation of all properties in LHV Unit I, as determined by the Ouray County Assessor is:

\$5,833,870

The affirmative votes comprise a total assessed valuation of:

\$3,351,460

This represents 57.45 % of the total assessed valuation in LHV Unit I.

[Signature] date 3/23/16

[Signature] date 3/28/16

[Signature] date 3/23/16

[Signature] date 3/23/16

[Signature] date 3/24/16

_____ date _____