

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
VALLECITO VALLEY SECOND ADDITION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALLECITO VALLEY SECOND ADDITION, La Plata County, Colorado, (this "Declaration") is made as of January 3, 2022 by the undersigned persons, who are duly authorized to execute this document on behalf of the Vallecito Valley "Second Addition" Property Owners' Association, Inc. (the "Association") a Colorado nonprofit corporation with an address of P.O. Box 1566, Bayfield, CO 81122.

RECITALS

A. The owners of lots within Vallecito Valley Second Addition desire to amend and restate that certain First Amendment To Declaration of Covenants, Conditions, and Restrictions of Vallecito Valley "Second Addition" recorded on July 28, 1982 at Reception No. 472141 (the "Original Declaration").

B. Among other things, the purpose for amending and restating the Original Declaration is to (i) eliminate provisions which are no longer applicable; and (ii) amend and create additional provisions that bring the Association and its governing documents into compliance with changes in Colorado law governing the operation of common interest pursuant to the Colorado Common Interest Ownership Act as set forth in Colorado Revised Statutes §§ 38-33.3-101 et. seq. (the "Act").

C. This Declaration shall supersede and replace, in its entirety, the Original Declaration of record in the La Plata County real property records.

D. The Owners, by no less than 66 and 2/3rds percent of the affirmative votes held by the Owners as required for amendment under the Original Declaration, have approved and hereby adopt this Declaration.

**ARTICLE I
DECLARATION AND SUBMISSION**

The real property described on Exhibit A attached hereto and incorporated herein (the "Property") is leased, held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of the common interest community, and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Property. Additionally, the Owners and Association hereby submit the Property identified herein to the provisions of the Act pursuant to C.R.S. 33-33.3-118.

**ARTICLE II
DEFINITIONS**

The following terms when used in this Declaration or any amendment or supplement hereto

Record & Return:
Gregory, Golden & Landeryou, LLC
1199 Main Ave., Suite 213
Durango, CO 81301

shall have the following meanings:

Section 2.1 “Act” means the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101, et seq., Colorado Revised Statutes, as it may be amended from time to time.

Section 2.2 “Allocated Interests” means a fraction or percentage of the Common Expenses of the Association and a portion of the votes in the Association allocated to each Lot in accordance with Article XII.

Section 2.3 “Architectural Review Committee” or the “ARC” means the committee formed pursuant to Article VI for the purpose of maintaining the quality and architectural harmony of improvements and structures within Vallecito Valley Second Addition and for the purpose of reviewing and approving the design and construction of improvements within Vallecito Valley Second Addition.

Section 2.4 “Articles” means the Articles of Incorporation for Vallecito Valley “Second Addition” Property Owners’ Association, Inc. which is on file with the Colorado Secretary of State, and any amendments made to those Articles from time to time.

Section 2.5 “Assessments” means the Annual, Special, and Default Assessments levied pursuant to Article VIII.

Section 2.6 “Association” means Vallecito Valley “Second Addition” Property Owners’ Association, Inc.

Section 2.7 “Association Documents” or “Governing Documents” means this Declaration, the Articles of Incorporation, the Bylaws, the Design Review Standards, the Governance Policies and Procedures and any Rules and Regulations.

Section 2.8 “Bylaws” means the Amended and Restated Bylaws recorded on July 9, 2015 in the La Plata County real property records at Reception No. 1099047, as amended from time to time.

Section 2.9 “Common Elements” means all the real property, and improvements thereon, in which the Association owns an interest for the common use and enjoyment of all of the Owners on a nonexclusive basis, excluding Lots. Such interest may include, without limitation, the Roads and any other easements for ingress and egress, utility easements, entrance mailboxes, signage.

Section 2.10 “Common Expense” means (i) all expenses expressly declared to be common expenses by this Declaration, or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, or repairing the Common Elements; the fees or contract arrangements for the maintenance and snow plow of the Roads; (iii) insurance premiums for the insurance carried under Article VII; and (iv) all expenses lawfully determined to be common expenses by the Executive Board of the Association, including, but not limited to, any allocations to reserves.

Section 2.11 “Common Interest Community” or “Community” means the planned community subject to this Declaration, consisting of the Property and all of the improvements constructed

on it and otherwise known as Vallecito Valley Second Addition.

Section 2.12 "County" shall mean La Plata County, Colorado.

Section 2.12 "Declarant" means Vallecito Valley, LLC and/or its successors and assigns. The Declarant assigned its rights to the Association by way of Agreement as to Assignment and Reservation of Declarant Rights recorded in the La Plata County real property records on September 3, 2020 at Reception No. 1176993. Declarant reserved certain rights within said agreement as to the water and sewer facilities serving the Common Interest Community and Tract C.

Section 2.13 "Declaration" means and refers to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Vallecito Valley Second Addition, including any amendments or supplements thereto.

Section 2.14 "Design Review Standards" shall mean those procedures, rules, and standards set forth in the Vallecito Valley Second Addition Revised and Restated Design Review Guidelines dated the effective date of January 27, 2017, and subsequent amendments, all of which shall hereinafter be referred to as the Design Review Standards.

Section 2.15 "Director" means a member of the Executive Board of the Association.

Section 2.16 "Executive Board" (also known as Board of Directors) means the governing body of the Association elected to perform the obligations of the Association relative to the operation, maintenance, and management of the Common Interest Community and all improvements on or within the Common Interest Community.

Section 2.17 "First Mortgage" means any Mortgage the priority of which is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute; "First Mortgagee" means any person named as mortgagee in a First Mortgage.

Section 2.18 "Governance Policies and Procedures" means those governance policies for Vallecito Valley Second Addition and procedures dated January 31, 2017 as amended by the Executive Board, from time to time.

Section 2.19 "Improvements" means any construction, structure, equipment, fixture or facilities existing or to be constructed in the Common Interest Community, including but not limited to, residences, garages, out-buildings of any kind, storage sheds, fences, driveways, pathways, gates, utility conduits, wires and piping, and landscaping.

Section 2.20 "Lot" means the real property which is designed for separate ownership or occupancy, the boundaries of which are shown on the Plat. For purposes of the Act, "Lot" shall have the same definition as the term "Unit" has under the Act.

Section 2.21 "Member" means every person or entity that holds membership in the Association.

Section 2.22 "Mortgage" means any mortgage, deed of trust, or other document pledging any Lot or interest therein as security for payment of a debt or obligation. Mortgage is also defined

as a Security Interest under the Act. "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.23 "Owner" or "Lot Owner" means any Person who owns a Lot by virtue of a fee simple deed. Lot Owner does not include a Person having only a security interest or any other interest in a Lot solely as security for an obligation.

Section 2.24 "Person" means an individual, corporation, trust, partnership, limited liability company, association, joint venture, government, government subdivision or agency or other legal or commercial entity.

Section 2.25 "Plat" means the Vallecito Valley Second Addition subdivision plat recorded on November 16, 1976 at Reception No. 405096.

Section 2.26 "Recreational Vehicle" shall mean an RV, fifth-wheel, motorhome, truck campers, pop-up campers or other vehicle designed with sleeping or cooking facilities.

Section 2.27 "Roads" means those access roads and ingress and egress easements, including such improvements as bridges, culverts, and like, throughout Vallecito Valley Second Addition as shown on the Plat which provide general access to Vallecito Valley Second Addition and its Lots. Roads shall include: Mushroom Lane, Boletus Creek Drive and Boletus Creek Lane.

Section 2.28 "Rules and Regulations" means those rules and regulations adopted, amended or repealed by the Executive Board, from time to time, for Vallecito Valley Second Addition.

Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the same meanings specified or used in the Act.

ARTICLE III NAME, LOCATION, NUMBER AND SIZE OF LOTS

Section 3.1 Name. The name of the common interest community is Vallecito Valley Second Addition.

Section 3.2 Description. The entire Common Interest Community is situated in the County of La Plata, State of Colorado consisting of all of the Property depicted in the Plat.

Section 3.3 Association. The name of the association is Vallecito Valley "Second Addition" Property Owners' Association, Inc. The Association is organized under the laws of the State of Colorado as a nonprofit corporation with the purpose of exercising the functions as herein set forth.

Section 3.4 Number of Lots. The Lots in Vallecito Valley Second Addition are as identified on the Plat and any Lot consolidation or boundary adjustment plats that may have subsequently been recorded.

ARTICLE IV
MEMBERSHIP, VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 4.1 Membership in Association. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Lot and then only to the purchaser or Mortgagee of his Lot.

Section 4.2 Voting. The Association has one class of voting membership, which consists of all Owners. Except as otherwise provided in this Declaration, each Owner shall be entitled to vote in Association matters on the basis of his or her Allocated Interests, defined in Article XII. When more than one Person holds an interest in any Lot, all such Persons shall be Members of the Association; however, the vote for such Lot shall be exercised by one Person or alternative Person appointed by proxy in accordance with the Bylaws. In the absence of a proxy, the vote allocated to the Lot shall be suspended in the event more than one Person or entity seeks to exercise the right to vote on any one matter. Any Owner of a Lot that is leased may assign his voting right to the tenant, provided that a copy of a proxy appointing the tenant is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right. In no event shall more than one vote be cast with respect to any one Lot.

Section 4.3 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents, the books, records, and financial statements of the Association prepared pursuant to the Bylaws, and minutes of Executive Board and committee meetings. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act or by other applicable law.

Section 4.4 Manager. The Association may employ or contract for the services of a manager to whom the Executive Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association.

Section 4.5 Authority of the Association; Implied Rights and Obligations. The business and affairs of the Common Interest Community is managed by the Association established by the Original Declaration. The Association is governed by the Act and the provisions set forth in the Association Documents. All corporate or other powers of the Association, unless otherwise specified in the Association Documents, shall be exercised by or under the authority of the Executive Board. The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Association Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties and obligations expressly imposed upon it by the Association Documents, and every other duty or obligation implied by the express provisions of the Association Documents or necessary to reasonably satisfy any such duty or obligation.

Section 4.6 Association Rules. The Association may, by a majority vote of the Executive Board adopt, amend and repeal rules and regulations for Vallecito Valley Second Addition (the "Rules

and Regulations”). The purpose of the Rules and Regulations shall be to implement, supplement or otherwise carry out the purposes and intentions of this Declaration; provided such Rules and Regulations must be consistent with this Declaration.

Section 4.7 Extension of Rights and Benefits. Every Member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Declaration to each of his tenants, to each member of his family who resides with him, and to his guests, subject to the terms, conditions and restrictions within the Association Documents.

ARTICLE V LOT DESCRIPTIONS

Section 5.1 Lot Boundaries. Boundaries of each Lot are as shown on the Plat.

Section 5.2 Relocation of Lot Boundaries. The boundaries between adjoining Lots may be relocated or consolidated by agreement of the Owners of Lots affected and at the cost of the Owners. Copies of lot consolidation or boundary adjustment plats shall be provided to the Executive Board. No adjustments shall be made to Allocated Interests in the event of a Lot consolidation or boundary adjustment.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

Section 6.1. Powers. The Architectural Review Committee ("ARC" or "Committee"), established under the Original Declaration, is responsible for the establishment and administration of design standards and to facilitate the purposes of this Declaration. All plans and specifications for any structure or Improvement whatsoever to be erected upon the Property, and the proposed location thereof, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto, any landscaping improvements and placement of berms, earthwork, or alteration of drainage on any Lot shall be subject to and shall require the approval in writing of the ARC before any such work is commenced. The ARC has the authority to establish design criteria or regulations including but not limited to, the materials, height and size requirements for all other types of buildings, outbuildings and structures, including barns, fences, walls, gazebos, patios and decks, etc., so long as they are not inconsistent with these Declarations. The scope of the ARC's review shall be limited to exterior impacts of any proposed Improvement. The ARC shall also have the authority to establish, from time to time, such additional rules and regulations as are appropriate or necessary to govern its proceedings and fulfill its obligations under this Article. All criteria and standards shall be set forth in the Design Review Standards for Vallecito Valley Second Addition. Any amendments to the Design Review Standards shall be approved by the majority vote of the Association's Executive Board.

Section 6.2 Committee Membership and Organization. The Committee shall consist of at least 3 persons who shall be appointed by the Executive Board. The Executive Board may remove a member of the ARC and appoint a new Member at any time, provided there shall be three (3) members serving on the ARC at all times. Executive Board members may also serve as members of the ARC. The term of office of each member of the Committee shall be one year, commencing on the date of appointment, and continuing until his or her successor shall have been appointed. The affirmative vote of a majority of the members of the Committee shall govern its actions and be the act of the

Committee. With Executive Board approval, the Committee may avail itself of other technical and professional advice and consultants as it deems appropriate, and the Committee may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the Committee. All Executive Board approved expenses of the Committee shall be paid by the Association and shall constitute a Common Expense.

Section 6.3. Submission of Plans. Anyone wishing to build Improvements on their Lot shall submit plans, including preliminary plans, to the ARC in accordance with the Design Review Standards for Vallecito Valley Second Addition. The ARC shall not be bound by any preliminary or informal approvals or disapprovals. All submittals may be disapproved if such submittals do not contain sufficient information for the ARC to exercise the judgment required of it. In addition to the approval requirements of the ARC, each Owner is responsible for obtaining all approvals, licenses and permits as may be required by La Plata County, Colorado, and any entity or district having jurisdiction over a Lot prior to the commencement of construction. ARC shall not arbitrarily or unreasonably withhold its approval of such plans.

Section 6.4. Disapprovals. The ARC shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these Declarations or the Design Review Standards. Disapproval or approval will be based on, among other things, conformity and harmony of (i) exterior design, colors and materials with neighboring structures, (ii) the finished ground elevation of a structure to that of neighboring structures, (iii) natural features of the Property, and (iv) conformity of the plans and specifications to the purpose and general plan and intent of the Design Review Standards and the restrictions of this Declaration. A disapproval by the ARC on any construction or architectural issue may be appealed to the Executive Board for rehearing. The decision of the Executive Board shall be final.

Section 6.5 Building Permit. An Owner may apply for a building permit from the County at any time; provided, however, the plans submitted to the County shall not in any way differ from the plans approved by the ARC. If the plans submitted to the County differ in any way from the plans approved by the ARC, all approvals of the ARC shall be deemed automatically revoked and the Owner shall be required to resubmit such altered plans to the ARC for review and approval prior to commencement of any construction activity. In the event an Owner applies for and receives approval of a building permit from the County prior to submitting plans to the ARC, no construction activity shall be permitted until such time as the Owner has submitted such plans to the ARC for review and approval in accordance with the requirements of this Declaration and the Design Review Standards.

Section 6.6. Non-Liability. Neither the Association, the Executive Board, the ARC nor any architect, member, officer or agent thereof shall be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove, in regard to any matter within its jurisdiction under this Declaration. Neither the Association, the Executive Board, nor the ARC shall bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Executive Board nor the ARC will make any investigation into title, ownership, easements, rights of way or other rights appurtenant to the property with respect to architectural requests and shall not be liable for any disputes relating to same.

Section 6.7 Variances. Variances may be obtained pursuant to the Design Review Standards in order to overcome practical difficulties and prevent unnecessary hardships in the

application of the Design Review Standards and the Rules and Regulations. Variance requests must be submitted to the Executive Board for consideration by the Executive Board. The Executive Board has no obligation to grant variances of any kind. Any matter requiring a variance from County land use or building regulations shall also require approval from the ARC.

ARTICLE VII INSURANCE

Section 7.1 Coverage. To the extent reasonably available, and if appropriate, the Association shall obtain and maintain the following insurance coverage:

A. **Property Insurance.** Property and fire insurance that will cover the Common Elements and any personal property or improvements owned by the Association, for broad form covered causes of loss. The property insurance will be for an amount equal to 100 % of the replacement value of the insured property and any Improvements or personal property of the Association.

B. **Liability Insurance.** The Association shall obtain and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership of the Common Elements, including any Association Easements, and any other Association property in an amount to be determined by the Association, but in no event shall it be less than \$1,000,000 Per Occurrence and \$2,000,000 Annual Aggregate. The insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and the activities of the Association. The liability insurance shall cover the Association, the Executive Board, and Lot Owners and the agents, families, guests, tenants, and employees of the foregoing against any liability incident to the use of the Association property.

C. Insurance policies required by this Section shall provide that: (a) the insurer waives the right to subrogation under the policy against an Owner; (b) an act or omission of an Owner will not void the policy or be a condition of recovery under the policy; (c) if at the time of loss, there is other insurance in the name of an Owner which covers the same risk, the Association's policy provides primary insurance; (d) losses must be adjusted with the Association; (e) insurance proceeds shall be paid to the Association, or its designated Trustee, to be held in trust for each Owner; and (f) the insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association.

Section 7.2 Fidelity Insurance. A blanket fidelity bond may be provided at the option of the Association to protect against dishonest acts on the part of its officers, directors, trustees, and employees, and on the part of all others who handle or who are responsible for handling the funds belonging to or administered by the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bond shall be obtained for the Manager and its officers, employees, and agents, as applicable. Such fidelity coverage shall name the Association as an obligee and shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

Section 7.3 Personal Liability Insurance of Officers, Directors and Committee Members.

Personal liability insurance shall be maintained by the Association to protect the officers, directors and committee members, including members of the ARC from personal liability in relation to their duties and responsibilities in acting as such officers and directors on behalf of the Association.

Section 7.4 Other Insurance. The Association may obtain insurance against such other risks, including workman's compensation insurance, of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties in such amounts and in such form as required by law.

Section 7.5 General Insurance Provisions. All insurance coverage obtained by the Association shall be governed by the following provisions:

A. The deductible amount, if any, on any insurance policy purchased by the Association may be treated as a Common Expense payable from Annual Assessments or Special Assessments; or alternatively, the Association may treat the expense as an assessment against an Owner whose Lot is specifically affected by the damage or whose negligence or willful act resulted in damage.

B. The insurance coverage described in this Article shall be considered minimum coverage and the Association shall be obligated to secure and maintain such other or additional coverage as may be required by law, including, without limitation, § 313 of the Act.

C. Except as otherwise provided by the Association pursuant to this Article, insurance premiums shall be a Common Expense to be paid by Assessments levied by the Association.

D. The named insured under any such policies shall include the Association, as a trustee for the Owners and their Mortgagees, as their interests may appear, or the authorized representative of the Association who shall have exclusive authority to negotiate losses and receive payments under such policies.

E. In no event shall the insurance coverage obtained and maintained pursuant to this Article be brought into contribution with insurance purchased by the Owners or their Mortgagees.

ARTICLE VIII ASSESSMENTS FOR COMMON EXPENSES

Section 8.1 Obligation. Each Owner, by accepting a deed for ownership of a Lot, is deemed by covenant to pay to the Association: (i) the Annual Assessments imposed by the Executive Board as necessary to meet the Common Expenses of maintenance and management of the Common Elements and to perform the functions of the Association; (ii) Special Assessments for capital improvements and other purposes as stated in this Declaration, if permitted by law; and (iii) Default Assessments which may be assessed against a Lot for the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

Section 8.2 Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety, and welfare of the Owners and occupants of the Common Interest Community, and for the improvement and maintenance of the Common Elements, all as more fully set forth

in this Declaration.

Section 8.3 Budget. At a regular meeting of the Board of Directors or at a special meeting called for such purpose, the Board of Directors shall approve a budget of the projected revenues, expenditures and reserves for the Association's next fiscal year. At least 30 days prior to the annual meeting of the Association, a summary of the proposed budget approved by the Board of Directors shall be mailed or emailed to the Owners along with a notice of annual meeting of the Association. Unless 67% of all Owners reject the proposed budget, the budget is deemed ratified. There are no quorum requirements for this meeting. In the event the proposed budget is rejected, the budget last ratified by the Owners continues until such time as the Owners ratify a subsequent budget proposed by the Board of Directors as provided above. If the Board of Directors deems it necessary or advisable to amend an annual budget that has been ratified, the Board of Directors may adopt a proposed amendment to the annual budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall not be less than ten (10) nor more than fifty (50) days after the delivery of the summary of the proposed amendment. Unless at that meeting 67% of the votes allocated to all Owners, whether or not a quorum is present, rejects the proposed amendment, the proposed amendment shall be deemed ratified.

Section 8.4 Annual Assessments. Annual Assessments for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners, subject to this Article. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance of the Common Elements, including, but not limited to, road maintenance and snow plowing of the Roads; any taxes and special governmental assessments pertaining to the Common Elements and insurance premiums for insurance coverage as deemed desirable or necessary by the Association; wages; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; maintenance of any debt obligation; and the creation of a reasonable contingency or other reserve or surplus fund for general expenses. Annual Assessments shall be payable on a prorated basis each year in advance and shall be due on September 30 of each year, or such other periods as the Executive Board may determine. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Executive Board shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

Section 8.5 Apportionment of Annual Assessments. Each Owner shall be responsible for his share of the Common Expenses in accordance with the Allocated Interests, subject to the provisions of this Article.

Section 8.6 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any fiscal year one or more Special Assessments, if permitted by applicable law, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expense but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration and in acting under this Section,

the Association shall make specific references to this Section. Any amounts assessed pursuant to this Section shall be assessed to Owners in the same proportion as provided for Annual Assessments, and any extraordinary insurance costs incurred as a result of the condition of a particular Owner's Lot, or the action of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner. Notice in writing in the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners after any requisite Owner approval for the Special Assessment has been obtained. Special Assessments shall be due no less than 30 days after the notice shall have been given. **Notwithstanding the foregoing no Special Assessment shall be levied without the approval of fifty-one percent (51%) of all of the Owners within the Association who are eligible to vote.**

Section 8.7 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration.

Section 8.8 Effect of Nonpayment; Assessment Lien. Any assessment installment, whether pertaining to any Annual, Special, or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take all of the actions set forth in the Governance Policy and Procedure for Collection Of Unpaid Assessments. Such actions include, imposition of late charges, imposition of default interest, suspension of voting rights, filing of a lien and foreclosure. Assessments chargeable to any Lot shall constitute a continuing lien on such Lot, including any improvement on the Lot. To evidence the lien created under this Section, the Association may, but is not required to, prepare a written notice setting forth (i) the address of the Association, (ii) the amount of such unpaid indebtedness, (iii) the amount of accrued penalty on the indebtedness, (iv) the name of the Owner of the Lot, and (v) a description of the Lot. The notice shall be signed and acknowledged by the President or Vice President of the Association, the Association's attorney, or by the Manager, and the Association shall send written notice to the Owner of its intent to file the lien to the address of the Lot or to such other address as the Association may have in its files for such Owner and to the address of the legal Owner as shown on the deed recorded with La Plata County Clerk and Recorder. The Association may record the lien in the office of the Clerk and Recorder of La Plata County, Colorado and thereafter may institute foreclosure proceedings against the defaulting Owner's Lot in the manner for foreclosing a mortgage on real property under Colorado law. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on the Lot at a foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Association shall be entitled to costs and reasonable attorney fees in any action brought by the Association under this Section.

Section 8.9 Personal Obligation. The amount of any Assessment chargeable against any Lot shall be a personal and individual debt of the Owner of the Lot. No Owner may exempt himself from liability for the Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest, thereon, the cost and expenses of such proceedings, and all reasonable attor-

neys' fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 8.10 Successor's Liability for Assessment. In addition to the personal obligation of each Owner to pay all Assessments and the Association's perpetual lien for such Assessments, all successors to the fee simple title of a Lot, except as provided below, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot without prejudice to such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor shall be personal and shall not terminate upon termination of such successor's fee simple interest in the Lot. In addition, such successor shall be entitled to rely on the Statement of Status of Assessment Payment by or on behalf of the Association under this Article.

Section 8.11 Subordination of Lien. The lien of the Assessments provided for in this Declaration shall be subordinate to (i) the lien of real estate taxes and special governmental assessments, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) liens for all sums unpaid for a first lien security interest on a Lot recorded before the date on which the assessment sought to be enforced became delinquent, subject to the priority granted to the Association's lien under the Act. The lien of the Assessments shall be superior to and prior to any Lot exemption provided now or in the future by the laws of the State of Colorado. An Owner's transfer of any Lot shall not affect the Association's lien except that sale or transfer of any Lot pursuant to foreclosure of any first mortgage, or any proceeding in lieu thereof, or cancellation or forfeiture shall only extinguish the Association's liens as provided in the Act. The amount of such extinguished lien may be reallocated and assessed to all Lots as a Common Expense at the direction of the Executive Board. No sale or transfer shall relieve the purchaser or transferee of a Lot from liability for, or the Lot from the lien of, any Assessments made after the sale or transfer.

Section 8.12 Notice to Mortgagees. The Association may report to any Mortgagee any unpaid Assessments remaining unpaid for longer than 60 days after the same shall have become due, if such Mortgagee first shall have furnished to the Association written notice of the Mortgage and a request for notice of unpaid Assessments. Any Mortgagee holding a lien on a Lot may pay any unpaid Assessment payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Lot for the amounts paid with the same priority as the lien of the Mortgage.

Section 8.13 Statement of Status of Assessment Payment. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee, upon written request, delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within 30 calendar days after receipt of the request and is binding on the Association, the Executive Board and every Owner. If no statement is furnished to the Owner or holder of a security interest or their designee, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party, the Association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request.

**ARTICLE IX
LAND USE AND OCCUPANCY RESTRICTIONS**

Section 9.1 The Property shall be held, used, and enjoyed subject to the following limitations and restrictions:

(a) Permitted Uses. All Lots shall be used for residential purposes and no multi-family buildings, apartments, duplexes or buildings for commercial purposes may be placed upon a Lot. Tract B and C may be utilized for purposes other than residential as provided in this Declaration.

(b) Improvements. All Improvements located on a Lot must be approved by the ARC and in conformance with the Design Review Standards. Any residence located on a Lot must be of a permanent nature and consist of a minimum of 800 livable square feet on the ground level floor, exclusive of basements, porches and garages. For clarification, a shed, garage, outbuilding, recreational vehicle or temporary livable structure or facility shall NOT be considered a permanent residence. No Improvement or vehicle of any kind (including Recreational Vehicles) may be located within 60 feet of the nearest bank of Vallecito Creek or Boletus Creek without the prior approval of the ARC or the Executive Board.

(c) Prohibited Uses. The following uses are prohibited or restricted:

(1) No mobile homes, yurts, geodesic domes or tiny houses shall be permitted on a Lot. Alternative construction methods will be considered but require prior approval of the ARC.

(2) A Recreational Vehicle shall not be used as a permanent residence on a Lot; provided, however, one (1) Recreational Vehicle may be placed on a lot for a period of no more than nine (9) months, annually, until the construction of a permanent residence. Placement of an RV on a vacant lot must be approved by ARC prior to placement. Once a permanent residence is constructed on a Lot, one (1) Recreational Vehicle may be stored or parked on the Lot subject to the Rules and Regulations and Design Review Standards. Recreational Vehicles belonging to an Owner's guests may be temporarily placed on a Lot for a period of time as defined in the Rules and Regulations. Additional restrictions pertaining to recreational vehicles may be adopted by the Executive Board in the Rules and Regulations.

(3) No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

(4) Except for Lot subdivisions which occurred prior to the date of this Declaration, no Lot shall be further subdivided or split into more than one Lot. This restriction shall not prohibit boundary adjustments between Lots if the Owners of Lots to be adjusted agree.

(5) No septic or sewage disposal system is permitted to be constructed on a Lot.

(6) No noxious or offensive activities or nuisances shall be permitted on a Lot. No trash, rubbish or debris of any kind shall be placed or permitted to accumulate upon a Lot which shall be deemed noxious and offensive activity. No offensive odors shall be permitted to arise from a

Lot which shall be deemed a nuisance. No excessive noise, including excessive dog barking, shall be permitted and shall be deemed a nuisance.

(7) Any retail business or business conducted on a Lot that results in increased traffic on Association roads is prohibited.

(8) No permanent ancillary buildings, including garages, with the exception of an ARC approved shed, shall be built on a Lot prior to construction of a permanent residence. ARC-approved sheds shall not be used as living quarters.

(d) Lease Restrictions.

(1) A Lot without a permanent residence may not be leased for any purpose, including leases for Recreational Vehicles or camping. For clarification, a shed, garage, outbuilding, recreational vehicle or temporary livable structure or facility shall NOT be considered a permanent residence.

(2) Short-term rentals of a Lot with a permanent residence, including any building thereon, for less than three (3) months is prohibited.

(e) Utilities and Landscaping Restrictions. The following utilities and landscaping improvements are prohibited or restricted:

(1) Utilities shall be buried underground to the extent possible. Any above-ground utility wiring, piping, or other form of conduit requires prior approval of the ARC.

(2) No tanks shall be permitted on a Lot except that a tank used in connection with refrigeration or heating may be located above-ground if screened by solid fencing or shrubs and trees and in a manner approved by the ARC.

(3) No exterior horns, whistles, bells or other sound devices, except security devices of a Lot Owner, shall be placed or used on a Lot.

(4) No permanent or exterior lighting of any sort shall be installed on a Lot or exterior of an Improvement without prior ARC approval.

(5) Trees shall not be removed from a Lot without prior Board or ARC approval.

(6) No Owner may install, construct or place an Improvement, or plantings of any kind within the Common Elements.

(7) Laundry may be hung outside on a retractable clothesline in a location approved by the ARC. No other method of hanging laundry is permitted.

(8) Trash shall be placed in covered receptacles and shall not be allowed to accumulate on a Lot. Waste, including but not limited to tree limbs and natural debris, shall not be burned upon a Lot or deposited into waterways, creeks or ditches.

(9) If natural gas lines are extended to the Property so as to make natural gas service available to the Lot Owners, Owners shall discontinue use of liquefied propane, butane gas or fuel oil and shall connect and utilize the aforesaid natural gas distribution service provided the Executive Board and 67% of the Owners approve the utilization of said service and the associated costs for same.

(f) Owner Maintenance. Owners shall maintain their Lot and all Improvements thereon, at all times, in good condition and repair. Owners shall cause all dwellings and other Improvements to be refinished, resurfaced or repaired as a result of damage, deterioration or weather. Appearance, color, type of painting or stain or other exterior conditions shall not be changed without prior approval of the ARC. Unsightly conditions on a Lot shall constitute a nuisance or offensive activity and the Association may enter upon the Lot to conduct necessary repairs, the cost of which shall be charged to the Owner as an assessment.

(g) Animals. No more than two (2) cats or dogs shall be maintained per Owner(s) of one or more lots; provided, however, that indoor pets not requiring the outdoors for any of their maintenance are exempt from said restriction. Notwithstanding the foregoing restriction, the Association will grandfather Lots 69 and 85 which are permitted no more than 3 cats or dogs until such time as those animals pass or are otherwise removed or the Lots sell to new owners whereupon said lots will be subject to this restriction prohibiting no more than two (2) cats or dogs. Notwithstanding anything to the contrary contained herein, horses and other farm animals (including but not limited to, pigs, goats, chickens, llamas, sheep) shall not be kept on a Lot. All animals of an Owner shall be kept under control of the Owner at all times. Animals must be leashed if on Association Roads or anywhere within the Property outside of the Lot where the animal resides. Owners are responsible at all times for their animals and shall immediately remove pet waste from the property of other Owners, Roads and Common Elements of the Association Failure to remove or pick up pet waste may result in the levy of a fine. No breeding, kennel or other commercial animal purposes are permitted. Additional regulations pertaining to animals may be adopted by the Executive Board in the Rules and Regulations.

(h) Parking and Vehicle Restrictions.

i. Overnight parking of vehicles of any kind, including Recreational Vehicles, cars, trucks, commercial vehicles, trailers, and boats, -on Roads or within Common Elements of the Association is prohibited.

ii. Parking of all vehicles and trailers on a Lot is subject to the Rules and Regulations and the Design Review Standards. Unregistered vehicles of any kind shall not be kept or stored on a Lot. Vehicle repairs or mechanical work shall not create excessive noise and must be performed in an unobtrusive location.

(i) Fencing. All fencing must be approved by the ARC and be in compliance with the Design Review Standards.

(j) Signage. No signs whatsoever shall be permitted within any Lot, with the exception of those listed below:

- i. Signs required by legal proceedings
- ii. Residential identification signs constructed of materials which are compatible with the architecture of the area and as approved by the ARC prior to installation. Such signs shall not exceed a total face area of two square feet.
- iii. Signs of the type usually used by contractors, subcontractors and tradespeople may be erected during the authorized time of construction, provided those signs do not exceed a total face area of six square feet.
- iv. For sale signs may be erected upon a lot, provided that no more than one sign is erected and that such sign does not exceed a total face area of six square feet unless otherwise approved in advance by the ARC.
- v. No sign shall exceed a height of four (4) feet from grade.

(k) Tract C and Tract B. Tract C may be utilized for residential use and pasturing of livestock. Tract B consists of the water and sanitation plant servicing the Property and is a permitted commercial use for Tract B.

(l) Fishing. The Association is not responsible for regulating Owner compliance or adherence to applicable fishing regulations and restrictions. Owners and their guests are responsible for obtaining fishing licensure with Colorado Parks and Wildlife when fishing on or within the Property. Fishing is permitted within the Vallecito Creek Walkway Easements (defined in Section 14.1 below).

ARTICLE X WATER AND SEWER SERVICE

Upper Valley Sanitation, Inc. (“UVS”), a Colorado corporation provides water and sewer service to Lots within the Common Interest Community. Pursuant to the Declarant Assignment, UVS has the following reserved rights in the Property: (a) the right to charge a reasonable fee (said fee not to exceed a 10% increase per year) for the supply of water and sewer service to the Common Interest Community and Owners of Lots therein, (b) the right to lien property in the event of an Owner’s non-payment of water and sewer fees, and (c) the right to assign and transfer the Water and Sewer Facilities to a third party, including a taxing district or public utility company.

ARTICLE XI CONDEMNATION

Section 11.1 Rights of Owners. Whenever all or any part of the Common Elements or anything which constitutes Association property shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Elements is conveyed in lieu of a taking under threat of condemnation by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceeding incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 11.2 Partial Condemnation, Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for the Owners, and the award shall be disbursed in equal shares per Lot among the Owners, first to the Mortgagees, if any, and then to the Owners, according to the Allocated Interests formula described in Section 12.2 below.

Section 11.3 Complete Condemnation. If all of the Common Interest Community is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Elements shall be distributed as provided in Section 11.2 above.

ARTICLE XII ALLOCATED INTERESTS

Section 12.1 Allocation of Interests. Allocated interests means each Owner's share of the Common Expenses, and votes in the Association allocated to each Lot. Interests have been allocated in accordance with the formulas set out in this Article. The same formulas are to be used in reallocating interests if Lots are added to the Common Interest Community.

Section 12.2 Formula for Allocation of Interests. The formula for calculating the Allocated Interest of a single Lot is based on a fraction: the numerator of which is one (1) and the denominator of which is the total number of Lots in Vallecito Valley Second Addition. Nothing contained in this Section shall prohibit certain Common Expenses from being apportioned to particular Lots as may be provided elsewhere in this Declaration. In the event the total number of Lots within the Association is increased or decreased, there shall be a corresponding change in the Allocation of Interests.

Section 12.3 Voting Rights. Each Owner shall be allocated one vote for every Lot. Notwithstanding the foregoing, the voting rights allocated to a Lot are subject to the restrictions and limitations set forth in the Governing Documents. Lot 117 has limited voting rights as to the annual budget and assessments as provided in the document recorded at Reception No. 941277.

ARTICLE XIII DURATION OF COVENANTS AND AMENDMENT

Section 13.1 Term. The covenants, conditions, easements, and restrictions of this Declaration shall run with and bind the Property in perpetuity, subject to the termination provisions of the Act.

Section 13.2 Amendment. This Declaration, or any provision of it, may be amended at any time by an instrument approved by Owners holding no less than 67% of the votes of Owners eligible to vote within the Association. Any Amendment must be executed by the President of the Association, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying that signatures of a sufficient number of Owners approving the amendment are on file in the office of the Association. All amendments must be recorded in the real property records of the office of the La Plata County Clerk and Recorder.

Section 13.3 Termination. This Declaration shall not be revoked, nor shall the Common Interest Community be terminated, except as provided in Article XI regarding total condemnation,

without the consent of 67% of the Owners evidenced by a written instrument duly recorded. Termination of the Common Interest Community may be accomplished only in accordance with § 218 of the Act.

Section 13.4 Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

ARTICLE XIV EASEMENTS

Section 14.1 Existing Easements. The Common Interest Community shall be subject to all easements shown on the Plat, including all utility and access easements, those easements of record in the real property records of La Plata County, and those easements provided for in the Act, and as otherwise set forth in this Article.

a. Walkway Easements. The 10-foot walkway easements along Boletus Creek, Middle Creek and the west bank of Vallecito Creek (the "Walkway Easements") are dedicated on the Plat for the use of the Owners and their guests. The Association has no responsibility for maintenance of the Walkway Easements. As evidenced by the Plat and Original Declaration, the intent of this development, from the inception, was to allow Owners and their guests to walk along the creeks within Community. Given the proximity of the Walkway Easements to the Lots, the following general rules shall apply when walking along the creeks: (i) Owners shall, at all times, be respectful of another Lot Owner's private property and shall not shout or play loud music or loiter or congregate upon another Owner's Lot, and (ii) Owners may walk around man-made or natural obstacles which impede access within the Walkway Easements. Owners shall abide by any Rules and Regulations created by the Board with respect to the Walkway Easements.

b. Fishing Easement. The Original Declaration created a 10-foot walkway and fishing easement along the water's edge of Vallecito Creek (the "Fishing Easement") for all Owners of Lots in the Community. This Declaration further grants said Fishing Easement to the Lot Owners and their guests. Owners shall abide by any Rules and Regulations created by the Board with respect to the Fishing Easement. The Association has no responsibility for maintenance of the Fishing Easement.

Section 14.2 Owner's Easement Across Roads. Every Owner shall have an easement across the Roads within Vallecito Valley Second Addition, which easements shall be appurtenant to and shall pass with the title to every Lot. Roads are in the locations designated on the Plat.

Section 14.3 Owner Utility Easements. Whenever utility house connections, if any, are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by other than the Owner of the Lot served by said connections, Owners shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon said Lot or to have their agent enter upon the Lot in which said connections or any portion thereof lie, to repair, replace, and generally maintain said connections as and when the same may be necessary.

Section 14.4 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon Lots owned by Owners other than the Owners of the Lot served,

or are installed to serve more than one Lot, the Owners of the Lots served or to be served by such driveways shall be entitled to full use and enjoyment thereof as required to service his Lot or to repair, replace or maintain the same, and are hereby granted an easement to the full extent necessary, therefore.

Section 14.5 Vallecito Creek Bank Maintenance Easement. A one hundred (100) foot strip of land lying along Vallecito Creek consisting of an easement established in the Original Declaration is hereby granted to the Owners as an easement for maintenance, bank alignment, and stabilization. Each Owner has the right, but not the obligation, to maintain, stabilize and conduct work within the easement to the extent necessary to protect their Lot from erosion, flooding or other property damage. Any cost associated with maintenance, stabilization or other easement work (“Easement Work”) is the responsibility of the Owner conducting such work. Owners, at their discretion, may enter into agreements to share in the costs of Easement Work with other Owners; provided, however, that the enforcement of any such agreements shall be the responsibility of the Owners and not the Association. The Association shall not be responsible for the resolution of disputes relating to Easement Work and shall not be liable to any person bringing claims or asserting damages arising out of the Easement Work and Owners hereby release the Association from any liability in connection with the Easement Work.

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Enforcement. Except as otherwise provided in this Declaration, the Executive Board, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Executive Board of the Association, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. All reasonable attorney’s fees and costs incurred by the Association in a suit to enforce the terms of the Association Documents shall, if the Association prevails in such action, be recoverable from the losing party as provided in the Act. Unit Owners shall also be entitled to reasonable attorneys’ fees as provided under the Act.

Section 15.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 15.3 Conflicts. In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and Bylaws, the Articles shall control. In the case of a conflict or inconsistency between the provisions of this Declaration and the design review criteria, the provisions of this Declaration shall control, and the Design Review Standards shall be automatically amended to the extent necessary to conform the conflicting provision therein with the provisions of this Declaration. In case of conflict or inconsistency between the provisions of this Declaration and Governance Policies and Procedures, the provisions of this Declaration shall control. In case of conflict or inconsistency between the provisions of this Declaration and the Rules and Regulations, this Declaration shall control. The Governing Documents are intended to comply with the requirement of the Act. If there is any conflict between the Governing Documents and the provisions of the Act, the provisions of the Act shall control.

Section 15.4 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 15.5 Gender. The use of the masculine or feminine genders refers to all genders, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.



All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

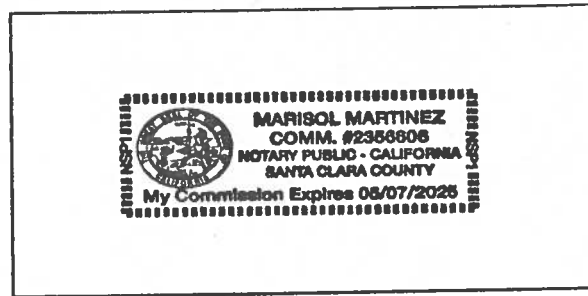
County of Santa Clara

On 1/03/2022 before me, Marisol Martinez, Notary Public (here insert name and title of the officer),

personally appeared Francis A. Pace

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand and official seal.

Signature [Handwritten Signature]

For Bank Purposes Only

Description of Attached Document

Type or Title of Document Vallecito Valley II Amended + Restated CC + R's

Document Date January 3, 2022 Number of Pages 23

Signer(s) Other Than Named Above _____

Account Number (if applicable) _____

Exhibit A
(Legal Description of Property
Of
Vallecito Valley Second Addition)

All of the real property consisting of 84.41 acres, more or less, as described in the Vallecito Valley Second Addition subdivision plat recorded on November 16, 1976 at Reception No. 405096.