

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOLAR HILLS RANCH SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by SOLAR HILLS RANCH LTD., a partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Montrose, State of Colorado, which is more particularly described as: Lots 1 through 40, inclusive, Solar Hills Ranch Subdivision.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the SOLAR HILLS RANCH HOMEOWNER'S ASSOCIATION, INC., a Colorado Non-Profit Corporation, its successors and assigns.

Section 2. "Owner": shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding these having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Declarant" shall mean and refer to SOLAR HILLS RANCH LTD., a partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1984.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed

therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the irrigation water system.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the commencement of construction of a residence by an Owner, the maximum annual assessment shall be ONE HUNDRED DOLLARS (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the commencement of construction of a residence by an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately thereafter, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) On January 15th of each year, the Declarant shall pay to the Association any deficiency between the assessment charged the owners by the Association and the liability of the Association for water charges payable to the Uncompahgre Valley Water Users Association for irrigation water.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement regarding the irrigation system, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must first be at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the commencement of construction of the owner's residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment for such Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the irrigation water or abandonment of his Lot.

Section 9. Subrogation of the Lien to Mortgagee: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sales or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV ARCHITECTURAL CONTROL

No building, fence, well or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, and topography and finish grade elevation by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove with recommendations or disapprove entirely such design and location within thirty (30) days in writing after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE V RESTRICTIONS

Section 1. Dwelling, Cost, Quality and Size, All dwellings must be of a permanent nature constructed on site affixed to a permanent foundation, and no trailer house or mobile home shall be set upon any lot within said subdivision. All dwellings must be of workmanlike quality using new materials of the same or better quality than those that can be produced on the date of these Covenants are recorded. Each residence structure shall be constructed from new permanent materials upon the site of said structure and shall be completely finished before occupancy. Each residence structure shall contain at least one thousand four hundred (1,400) square feet of livable space, excluding garages and basements. No barn yard, security or large yard lights will be allowed to burn from 11:00 o'clock, P.M., to 6:00 o'clock, A.M., unless approved by the Architectural Control Committee.

Section 2. Signs. No signs, except decorative home identification signs, advertisements, billboards or advertising structures of any kind or character may be erected or maintained upon the site within the subject

property, provided, however, one sign board of not more than five square feet for the sole purpose of advertising the sale, lease or rental of the building site and improvements thereon may be erected.

Section 3. Commercial Activity Prohibited. No business or commercial uses may be made of the premises for manufacturing, heavy industry, or the fabrication of products by any sort of machines, provided, however, that permission to operate home businesses may be granted upon request by the Architectural Control Committee or the Board of Directors of the homeowners association, upon an express finding that such home business activity will not interfere with the peace and quiet of the neighborhood.

These covenants shall not preclude home-operated businesses that are conducted totally within the confines of the residence or outbuildings. Home businesses that will be allowed are generally defined as “cottage industries”. Examples are sewing goods, Tupperware sales, craft objects, carvings, stained glass, photography, paintings, and woodworking as approved by the Architectural Control Committee.

These covenants shall preclude use of the property as a base of operations for businesses that store inventories or goods outside of the residence or outbuildings. Examples of businesses that might fall in this category are contractors who store supplies for future use. These included but are not limited to building contractors storing scaffolding, ladders, lumber, sheetrock, etc., and other goods which would create visual intrusion on the neighborhood.

Section 4. Setback. No permanent structure of any kind, except fences, shall be placed within fifty (50) feet of boundary lines adjacent to subdivision roadways and twenty (20) feet of side and back boundary lines. Any exceptions must be reviewed and approved in writing prior to construction by the Architectural Control Committee or the Board of Directors of the Homeowners Association.

Section 5. Use. Each lot within the subdivision shall be used for one single private dwelling or residence only per lot, designed for the

occupancy of and by one family. The Owner may also construct one garage, and no more than two utility buildings, provided said garage or utility buildings is constructed of suitable material and design so as to be aesthetically compatible with the dwelling and approved by the Architectural Control Committee.

Section 6. Livestock. No agricultural activity shall be undertaken for any business or commercial purpose and no animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot in the subdivision for business or commercial purposes, provided, however, that lot owners may keep livestock and animals subject to the following-limitations: A lot owner may keep not to exceed four horses or four cows or any combination thereof not exceeding four per one and a half acres.

In addition thereto, homeowners may keep not to exceed three dogs, provided that they are properly fenced or chained, and a reasonable number of poultry. All poultry houses must be approved by the Architectural Control Committee or the Board of Directors of the homeowners association in advance prior to construction or alteration.

Within the limits aforesaid, this covenant shall not preclude use of the lots for agricultural and livestock use which will create income. This use shall be quite limited in order to protect the integrity of the subdivision. The intent of this statement is to give lot owners the incentive to utilize their property, while at the same time protecting investments of others.

Examples of uses that would be allowed are boarding horses within the guidelines of livestock numbers, growing and harvesting agricultural crops that may be sold. In further explanation, this covenant would allow an owner to participate in 4-H type projects, raise two steers for beef, keeping one and selling the other. It would also allow an owner to have a garden and sell the produce, or raise hay and sell the product.

Swine and sheep will be prohibited unless approved by the Board of Directors of the Association.

This covenant shall not allow keeping excess numbers of livestock on the property such as a feedlot operation, a riding stable, commercial dog kennel, a rabbit factory or the like.

Section 7. Temporary Structures. No structures of a temporary character, tent, shack, basement, trailer, barn garage or other outbuilding shall be used on any part of said subdivision as a residence, either temporarily or permanently.

Section 8. Fences. Fences shall be constructed of poles or other appropriate material which allows for an efficient and attractive fence, but all fences must be maintained in good repair, and all livestock fences for pasture areas must comply with the laws of the State of Colorado as a minimum. Where fences cross irrigation easements, lot owners will be required to construct fences with removable panels or adequate gates in order to provide access for maintenance of irrigation lines within the subdivision.

Section 9. Repairs. Any building or improvement which has been damaged by fire or other casualty causing the same to be unsightly shall be repaired or removed within one year from the date of such casualty. All structures, buildings and improvements erected on lots within said subdivision shall at all times be kept in good repair and attractive.

Section 10. Abandoned Vehicles and Parking. No abandoned vehicles shall be permitted on any lot. A vehicle shall be considered abandoned if it remains non-operative for a period of thirty (30) days. In such instance the Association shall send a letter requiring removal of the vehicle within thirty (30) days from the receipt of the letter and if the owner does not comply within that period of time the homeowners association may have the vehicle towed away at the violators expense.

Vehicles such as recreational vehicles, horse trailers, snowmobiles, etc., shall be kept in a neat and orderly fashion. For example they can be stored behind a privacy fence or shrubbery or natural landscaping.

Only guest parking shall be permitted upon the platted streets and roads of the subdivision.

Section 11. Waste and Trash Disposal. Trash or garbage shall not be permitted to accumulate upon any site except in properly covered containers which shall be emptied on a regular basis to avoid overflow

and unreasonable odors or conditions resulting therefrom. Solid waste disposal is the responsibility of the individual homeowner or occupant. Open burning of trash shall not be permitted, but properly constructed incinerators that comply with the state air pollution statutes, rules and regulations, shall be permitted. This covenant shall not be construed to prohibit barbeque pits or fireplaces or open cooking on sites. The homeowners association may contract a trash removal service within the subdivision; however, the expense for such service will be the responsibility of each individual owner who elects to participate in the service.

Section 12. Weed Control. Weeds must be cut often enough so as to not permit land within the subdivision to become unsightly due to the overgrowth of weeds. In the case of unoccupied lots, non-resident or out of state owners, if weed control is not exercised by said lot owner, the homeowners association will have the right to hire the weeds mowed and bill the individual lot owner for the expense of same.

Section 13. Irrigation Water. Underground irrigation lines shall be provided to each lot in the subdivision. It will be the obligation of the individual lot owners to tap the lines for their own purposes of running interior lines to irrigate their respective individual lots and to tap into the lines to a maximum of a 2-inch diameter. The irrigation system has been designed to provide that the owners will be able to gravity sprinkle their entire lot with low head high velocity systems, thereby minimizing costly energy consumption from pumps. The system has been designed for maximum usage of water and cost efficiency and the owners are strongly encouraged to contact the Architectural Control Committee for assistance in planning and constructing their individual irrigation water systems. Any lines that are broken within the easements shown on the subdivision plat shall be repaired at the expense of the lot owner who causes, permits or suffers the break to occur.

Section 14. Off Road Vehicles Prohibited. Only “street legal” vehicles may be operated within the subdivision and on the lots and roads thereof; provided, however, that such vehicles may be operated for purposes of loading and unloading.

Section 15. Irrigation Practices. Inasmuch as Montrose County does not permit irrigation water drainage to enter into road rights of way and borrow drain ditches, it is required that the lots in the subdivision shall not be irrigated by furrow irrigation methods unless disposition of irrigation waste can be adequately made in other than the County right of way. It will be the responsibility of each owner to provide irrigation methods that comply with the requirements of the County.

Section 16. Mining and Drilling Activities Prohibited. Any use of the surface of any lot within the subdivision for oil, gas, mineral, geothermal or oil shale development, mining or drilling activities of any kind whatsoever is expressly prohibited.

ARTICLE VI

SOLAR BENEFITS AND VIEW PROTECTION

Each lot within the subdivision has been laid out in a manner to make available a building site which will allow the installation of either active or passive solar energy design on the home to be constructed.

Homes constructed on lots in the subdivision are not required to incorporate solar energy heat sources into their designs. However, for the benefit of those lot owners who may choose to design their homes to use sun energy as a heat source, the Architectural Control Committee will have the responsibility of viewing home designs and plans to ascertain that the heights and siding of individual homes will not unreasonably interfere with the ability of adjoining lot owners to incorporate or use sun energy in the design for homes on said adjoining lots if desired by the owners. The Architectural Control Committee shall have the further responsibility of protecting the lot owners' views when viewing potential designs or plans within reasonable limits. Exterior designs on homes that incorporate brick, cedar, redwood and/or natural color tones which are in harmony with the natural environment are

encouraged by the Architectural Control Committee. Owners shall not cause, permit or allow any activity or growth on their lots that interferes with the view or solar interests of any other lot within the subdivision.

As a condition of approval for any construction proposal, the Architectural Control Committee may require the owner to grant a solar easement for the benefit of any other lot which may be affected by the proposed improvements. For this purpose, a solar easement is defined as the right of receiving sunlight across real property for any solar energy device. A solar energy device is defined as a solar collector or device or a structural design feature of a structure which provides for the collection of sunlight and which comprises part of a system for the conversion of the sun's radiant energy into thermal, chemical, mechanical or electrical energy.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, or the Board of County Commissioners of Montrose County, Colorado, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and shall recover reasonable attorney's fees and costs for doing so. Failure by the Association, the County or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of

the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:
annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has
hereunto set its hand and seal this 10th day of May, 1983.

SOLAR HILLS RANCH LTD., a Partnership:

STATE OF COLORADO

COUNTY OF MONTROSE

The foregoing Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision was acknowledged before me by James A. Willey as a general partner of Solar Hills Ranch Ltd., a partnership.

Witness my hand and official seal.

Commission expires: 9-17-83

Notary Public

Address:

Notary Address:
333 So. Townsend
Montrose, Co. 81401

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOLAR HILLS RANCH SUBDIVISION**

THIS AMENDMENT to that certain Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision executed by Solar Hills Ranch Limited, a partnership, is made and executed by the owners of the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, the date hereinafter stated.

Article III, Section 8 is hereby amended to provide that interest on past due assessments is at the rate of twelve (12) percent per annum from the due date of such assessments.

Article III, Sections 3 and 7 are hereby amended to provide that the annual assessments are payable upon the conveyance of the first lot to an owner.

IN WITNESS WHEREOF, the undersigned being an owner of a lot in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 28th day of July, 1983.

SOLAR HILLS HOMEOWNERS ASSOCIATION

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOLAR HILLS RANCH SUBDIVISION**

THIS AMENDMENT to that certain Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision executed by Solar Hills Ranch Homeowners Association, is made and executed by the owners of the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, the date hereinafter stated.

Article VII, Section 3 is hereby amended to provide that this declaration may be amended by an instrument signed by not less than 75% of the Lot Owners.

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 16th day of June, 1993.

SOLAR HILLS HOMEOWNERS ASSOCIATION

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOLAR HILLS RANCH SUBDIVISION**

THIS AMENDMENT to that certain Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision executed by Solar Hills Ranch Homeowners Association, is made and executed by the owners of the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, the date hereinafter stated.

Article V, Section 10, paragraph 2 is hereby amended to:

"The intent of the following paragraph is not to discourage ownership of certain vehicles, but rather to encourage owners of them to make a fair and reasonable effort to help maintain the visual appeal of Solar Hills."

"Vehicles and equipment including, but not limited to, recreational vehicles, motor homes, house trailers, livestock trailers, large utility trailers, tractors, boats, and snowmobiles must be shielded from the view of neighbors in the subdivision. Acceptable coverage will be at least three sides (approximately 75%) of said vehicles. Wood fencing or lattice is the preferred method of screening, but evergreen vegetation of adequate height and density may be used. The Architectural Control Committee will be responsible for determining what is acceptable coverage, design and material through appropriate interpretation of the intent of these restrictions. Compliance with this covenant must be accomplished within six months of placing said vehicles on the property."

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 18th day of November, 1993.

SOLAR HILLS RANCH HOMEOWNERS ASSOCIATION

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOLAR HILLS RANCH SUBDIVISION**

THIS AMENDMENT to that certain Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision executed by Solar Hills Ranch Homeowners Association, is made and executed by the owners of the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, the date hereinafter stated.

ARTIVLE IV, ARCHITECTURAL CONTROL shall be amended in include the word “pond” and shall read as follows:

"No building, fence, well, pond, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, and topography and finish grade elevation by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove with recommendations or disapprove entirely such design and location within thirty (30) days in writing after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with."

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 19th day of July, 1996.

SOLAR HILLS RANCH HOMEOWNERS ASSOCIATION

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOLAR HILLS RANCH SUBDIVISION**

THIS AMENDMENT to that certain Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision executed by Solar Hills Ranch Homeowners Association, is made and executed by the owners of the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, the date hereinafter stated.

ARTICLE V, RESTRICTIONS, Section 1, shall be amended to include a restriction on excessive noise, and shall read as follows:

"All dwellings must be of a permanent nature constructed on site affixed to a permanent foundation, and no trailer house or mobile home shall be set upon any lot within said subdivision. All dwellings must be of workmanlike quality using new materials of the same or better quality than those that can be produced on the date these Covenants are recorded. Each residence structure shall be constructed from new permanent materials upon the site of said structure and shall be completely finished before occupancy. Each residence structure shall contain at least one thousand four hundred (1,400) square feet of livable space, excluding garages and basements. No barn yard, security or large yard lights will be allowed to burn from 11:00 o'clock, P.M., to 6:00 o'clock, A.M., unless approved by the Architectural Committee. Excessive noise from any activity shall not be allowed between 10 P.M. and 7 A.M."

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 19th day of July, 1996.

SOLAR HILLS RANCH HOMEOWNERS ASSOCIATION

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ARTICLE V, RESTRICTIONS, Section 2, shall be amended to reflect a designation of permanent signs, and shall read as follows:
"Except for decorative home identification signs, no permanent signs, advertisements, billboards or advertising may be erected or maintained upon the site within the subject property, provided, however, one sign board of not more than five square feet for the sole purpose of advertising the sale, lease or rental of the building site and improvements thereon may be erected."

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 19th day of July, 1996.

SOLAR HILLS RANCH HOMEOWNERS ASSOCIATION

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ARTICLE V, RESTRICTIONS, Section 6, 1st Paragraph shall be amended to reduce the number of cows or horses allowed on each lot, and clarify the restriction regarding dogs and poultry and shall read as follows:

"No agricultural activity shall be undertaken for any business or commercial purpose and no animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot in the subdivision for business

or commercial purposes, provided, however, that lot owners may keep livestock and animals subject to the following limitations: A lot owner may keep not to exceed two horses or two cows or one of each per lot.

In addition thereto, homeowners may keep not to exceed three dogs, provided that they are fenced, chained, or contained on the homeowner's property. Homeowners may keep a reasonable number of poultry providing they are properly contained.”

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 19th day of July, 1996.

SOLAR HILLS RANCH HOMEOWNERS ASSOCIATION

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ARTICLE V, RESTRICTIONS, Section 8 shall be amended to include wording regarding chain link fences, and shall read as follows:

”Fences shall be constructed of poles or other appropriate material which allows for an efficient and attractive fence, but all fences must be maintained in good repair, and all livestock fences for pasture areas must comply with the laws of the State of Colorado as a minimum. where fences cross irrigation easements, lot owners will be required to construct fences with removable panels or adequate gates in order to

provide access for maintenance of irrigation lines within the subdivision. Chain link is not the preferred material for perimeter fencing.”

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 19th day of July, 1996.

SOLAR HILLS RANCH HOMEOWNERS ASSOCIATION

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ARTICLE VI, SOLAR BENEFITS AND VIEW PROTECTION, shall be amended to include the word "significantly" to the sixth sentence, and add a new seventh sentence to further define the primary view, and shall read as follows:

”Each lot within the subdivision has been laid out in a manner to make available a building site which will allow the installation of either active or passive solar energy design on the home to be constructed.

Homes constructed on lots in the subdivision are not required to incorporate solar energy heat sources into their designs. However, for the benefit of those lot owners who may choose to design their homes to use sun energy as a heat source, the Architectural Control Committee will have the responsibility of viewing home designs and plans to

ascertain that the heights and siding of individual homes will not unreasonably interfere with the ability of adjoining lot owners to incorporate or use sun energy in the design for homes on said adjoining lots if desired by the owners. The Architectural Control Committee shall have the further responsibility of protecting the lot owners' views when viewing potential designs or plans within reasonable limits. Exterior designs on homes that incorporate brick, cedar, redwood and/or natural color tones which are in harmony with the natural environment are encouraged by the Architectural Control Committee. Owners shall not cause, permit or allow any activity or growth on their lots that significantly interferes with the view or solar interests of any other lot within the subdivision. The views to be primarily protected will be the San Juan and Cimarron Mountain Ranges. As a condition of approval for any construction proposal, the Architectural Control Committee may require the owner to grant a solar easement for the benefit of any other lot that may be affected by the proposed improvements. For this purpose, a solar easement is defined as the right of receiving sunlight across real property for any solar energy device. A solar energy device is defined as a solar collector of device or a structural design feature of a structure which provides for the collection of sunlight and which comprises part of a system for the conversion of the sun's radiant energy into thermal, chemical, mechanical or electrical energy."

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this 19th day of July, 1996.

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOLAR HILLS RANCH SUBDIVISION**

THIS AMENDMENT to that certain Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision executed by Solar Hills Ranch Homeowners Association, is made and executed by the owners of the lots in Solar Hills Ranch Subdivision, a subdivision

within the County of Montrose and State of Colorado, the date hereinafter stated.

ARTICLE III, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 3, Maximum Annual Assessment, first paragraph, shall be amended to change the annual fee to \$125.00, and shall read as follows:

“Until January 1 of the year immediately following the commencement of construction of a residence by an Owner, the maximum annual assessment shall be ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) per Lot.”

IN WITNESS WHEREOF, the undersigned representing the owners of all the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose and State of Colorado, have executed the within amendment this _____ day of _____, 2001.

SOLAR HILLS RANCH HOMEOWNER ASSOCIATION

Frank Kugel, Director

Fred Brown, Director

Wayne Houde, Director

Deb Menke, Director

George Weichselbaum, Director

RECEPTION#: 912091, Date 8/14/2019. __:22AM,

Pages: 2 of 2, DECCOV
RECORDINGS \$18.00 Montrose County, CO. Tressa Guynes, Clerk
and Recorder

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLAR HILLS RANCH SUBDIVISION

THIS AMENDMENT to the Declaration of Covenants and Restrictions for Solar Hills Ranch Subdivision recorded in the Montrose County, Colorado real estate records May 10, 1983, at reception number 511121, and all amendments duly recorded thereafter, is executed pursuant to C.R.S. § 31-33.3 217(5), by the president of Solar Hills Ranch Homeowner's Association, Inc., upon a vote in favor of the amendment of no less than sixty-seven percent (67%) of the owners of the lots in Solar Hills Ranch Subdivision, a subdivision within the County of Montrose, State of Colorado, effective the date herein stated.

ARTICLE VI SOLAR BENEFITS AND VIEW PROTECTION

Lots within the subdivision were laid out in a manner to allow the incorporation of either active or passive solar energy components on homes. Homes constructed on Lots in the subdivision are not required to incorporate solar energy into their design. However, for the benefit of those Lot Owners who choose to incorporate solar energy components, the Architectural Control Committee will have the responsibility of reviewing designs and plans to ascertain that the heights and siding will not unreasonably interfere with the ability of adjoining Lot Owners to incorporate or use solar energy on adjoining lots. The Architectural Control Committee shall have the further responsibility of protecting views, within reasonable limits, when receiving designs and plans. Exterior designs that incorporated brick, cedar, redwood and/or natural color tones that are in harmony with the natural environment are encouraged by the Architectural Control Committee. As a condition of approval for any construction proposal, the Architectural Control Committee may require the Owner to grant solar easement for the benefit of any other Lot that may be affected by the proposed improvements. For this purpose, a solar easement is defined as the right of receiving sunlight across real property for any solar collector or device or a structural design feature of a structure that provides for the

collection of sunlight and comprises part of a system for the conversion of solar energy into thermal, chemical, mechanical, or electrical energy.

RECEPTION#: 912091, Date 8/14/2019. __:22AM,

Pages: 2 of 2, DECCOV
RECORDINGS \$18.00 Montrose County, CO. Tressa Guynes, Clerk
and Recorder

IN WITNESS WHEREOF, the undersigned president of Solar Hills Ranch Homeowner's Association, Inc., on behalf of the owners of all the lots in Solar Hills Ranch Subdivision has executed the within amendment this 13th day of August, 2019 pursuant to C.R.S. § 31-33.3-217(5)

SOLAR HILLS RANCH HOMEOWNER'S ASSOCIATION, INC.
Stemet
Stanley C. MacKenzie
President

STATE OF COLORADO

COUNTY OF MONTROSE

The forgoing instrument was acknowledged before me this 13th day of August, 2019, but Stanley C. McKenzie, as President of Solar Hills Ranch Homeowner's Association, Inc.

Maria Nichols, Notary Public
State of Colorado
Notary ID 20064049737
My Commission Expires December 8, 2022
MARIA NICHE, Notary Public

**SECOND AMENDED TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOLAR HILLS RANCH SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLAR HILLS RANCH SUBDIVISION (this “Second Amendment”) is made and approved by the Members of the Solar Hills Ranch Homeowner’s Association., a Colorado non-profit corporation (“the “Association”), as of this ____day of _____, 2023.

RECITALS

A. WHEREAS, on May 10, 1983 the Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision was recorded in the Real Property Records of Montrose County at Book 724, Page 633 (the “Original Covenants”); and

B. WHEREAS, on July 29, 1983 an Amendment to Declaration of Covenants, Conditions and Restrictions for Solar Hills Ranch Subdivision at Book 727, Page 475 (the “First Amendment”)(hereinafter the “Original Covenants and the “First Amendment” shall be called the “Covenants”); and

C. WHEREAS, in July of 2022, the Association conducted a vote of its members to amend theCovenants.

NOW THEREFORE, the following shall be adopted and incorporated into and supplement the Covenants:

1. Amendment the Covenants. The following provision shall be added to the Covenants:

ARTICLE V RESTRICTIONS

Section 17. Rental Restriction. No Lot, as defined in the Declaration, or portion thereof, or any residence or other improvement within Solar Hills Ranch Subdivision, shall be rented, sublet, or leased for occupancy for less than thirty (30) consecutive days. No Owner, or tenant of an Owner shall swap, trade, or otherwise exchange anything of value whereby the Owner or tenant receives something of value in order to allow another person or persons to use or occupy any Lot or portion thereof, or any residence or other improvement within Solar Hills Ranch Subdivision, for less than thirty (30) days.

Violation of this section shall be enforced through fines established by the Board of Directors the Solar Hills Ranch Homeowners Association, Inc.

IN WITNESS WHEREOF, the undersigned certifies that the Association has complied with C.R.S. § 38-33.3-217(1)(a) and the Amended and Restated Declaration of Covenants, Conditions and Restrictions, by obtaining the approval of Members representing sixty seven percent (67%) of the voting rights in the Association at the Association meeting held on the _____ day of _____, and as ratified by the Executive Board for the Association on the ____ day of _____.

SOLAR HILLS RANCH HOMEOWNER'S
ASSOCIATION, INC., a Colorado non-profit
corporation.

By: _____,
_____, President

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and affirmed before me this _____ day of _____,
2023, by _____, President of the Solar Hills Ranch Homeowner's
Association, Inc.

Witness my hand and official seal:
My Commission Expires: _____
(SEAL) Notary Public

