



**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR TIMBERDALE RANCH  
(Draft 05/25/2020)**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBERDALE RANCH is made on the date hereinafter set forth, by the Timberdale Ranch Owners' Association ("TROA" or Association), a Colorado nonprofit corporation.

This Declaration supersedes and replaces the Timberdale Ranch Declaration of Protective Covenants, which were recorded March 12, 1984, under Reception No. 496543 of the Records of the Clerk and Recorder of La Plata County, Colorado, and any amendments or supplemental declarations subsequent thereto.

This Declaration also supersedes and replaces Chimney Ranch Protective Covenants, which were recorded April 26, 1972, under Reception No. 370286 of the Records of the Clerk and Recorder of La Plata County, Colorado, and as amended in instrument recorded December 13, 1979, under Reception No. 438634, and any amendments or supplemental declarations subsequent thereto.

**RECITALS**

The restrictive covenants contained herein pertains to the property described on the plats and/or maps of Timberdale Ranch, previously described as Chimney Ranch and described in the amended Plat thereof filed for record April 26, 1972, as Reception No. 370285 in the office of the Clerk and Recorder of La Plata County, Colorado, and as corrected by correction plat recorded on March 12, 1984, as Reception No. 496542, in the office of the Clerk and Recorder of La Plata County, Colorado, with said plat changing the name of the subdivision from Chimney Ranch to "Timberdale Ranch", all of which property is located in La Plata County, Colorado. In this Amended Declaration, and in the prior Amended Declaration, said property is referred to as "Timberdale Ranch" and such Timberdale Ranch Plat is referred to as the "Plat".

The restrictions set forth in this declaration shall run with Timberdale Ranch, shall be binding upon all persons having or acquiring any right, title or interest in Timberdale Ranch, or any part thereof, shall inure to the benefit of every portion of Timberdale Ranch and any interest therein, shall inure to the benefit of and be binding upon any successor in interest and of each Owner and may be enforced by the Timberdale Ranch Owners' Association by any Owner or their successors in interest.

RTN: PUTHIE SAUASTAND  
1010 MAIN AVE  
DURANGO, CO 81301

A. TIMBERDALE RANCH OWNERS' ASSOCIATION

- A1. Amended and Restated Document. This instrument, entitled Amended and Restated Restrictive Covenants applicable to Timberdale Ranch in La Plata County, (hereafter "Covenants"), shall be the entire Covenants and Restrictions for Timberdale Ranch, and shall supersede and replace any and all previous Covenants and Restrictions of Timberdale Ranch.
- A2. Responsibility and Authority. TROA, through its Board of Directors, shall be the primary regulatory body of these Covenants. The Association shall have the responsibility to enforce these Covenants and it shall have the authority to assess property owners for the cost of maintaining the Association and carrying out its responsibilities. The Association shall have and may exercise all the powers and rights and duties of a Colorado corporation formed under the Colorado Nonprofit Corporation Act, and all of the powers and duties provided for C.R.S. §38-33.3-302 of the Colorado Common Interest Ownership Act (herein after referred to as "CCIOA") as may be amended from time to time.
- A3. Rights and Obligations. Any person or entity who owns title to any Lot in the Timberdale Ranch shall become a Member of the Association, (hereafter "Member"). Said Member shall be governed by these Covenants, the By-Laws, Rules and Regulations, Responsible Governance Policies, CCIOA, and the Articles of Incorporation, and shall have the same rights, privileges, obligations and responsibilities as all other Members, including the obligation to pay general and special assessments as designated by these Covenants.
- A4. Single Vote. Multiple owners in any Lot shall be deemed to be a single Member for voting purposes. Each Member shall have only one vote per Lot owned.
- A5. Perpetuity. All rights and privileges granted, and all restrictions and responsibilities imposed by these Covenants shall run with the land and attach to said lands and to each Lot or parcel thereof and shall be binding upon all present and successive owners thereof.

## B. AUTHORITY, ASSESSMENTS AND LIENS

B1. Creation of Lien and Personal Obligation of Assessments. Each Lot owner by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to Covenant and agrees to pay to the Association pursuant to these terms and conditions contained herein the following:

- (1) Annual Assessments or dues.
- (2) Special Assessments.

Said assessments shall be established and collected as herein provided. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of services or abandonment of their lot.

These assessments together with interest, late fees, administrative costs, and collection costs including reasonable attorney fees, as set forth in the Responsible Governance Policies, shall be made a continuing lien upon the property against which such assessments are made. These assessments shall also be a personal obligation of the owner of such property at the time when the assessment falls due. The amount of the assessment lien shall be paid at the time of sale or transfer of the property at closing. The Association may collect the lien in any manner permitted by "CCIOA", C.R.S. §§ 38-1-101, *et. seq.*

B2. Purpose of Assessments. Assessments are for the operation & maintenance of the Association and for the enforcement of the Covenants, Articles of Incorporation & By-Laws. Annual and special assessments levied shall be used to maintain, improve or replace Common Elements, to obtain legal advice and assistance in the operation and administration of Timberdale Ranch and the Association, to enforce these Covenants, to provide for trash removal and recycle removal, fund operation and maintenance needs, to promote the health, safety, and welfare of the residents of Timberdale Ranch, and for all needs of the Association in accordance with Colorado law.

B3. Annual Assessment. The annual assessment shall be set by the Board of Directors. The Board shall prepare a proposed budget annually, and shall submit the budget to owners prior to the annual member meeting of the Association in accordance with C.R.S. §38-33.3-303(4). Assessments shall be levied on each Lot based upon whether the Lot is improved to the extent a dwelling unit is built upon it, unimproved with no dwelling unit, or designated as green space duly

recorded with La Plata County. All such assessments shall be uniform within each of these three Lot types. Assessments shall be levied against each lot, excluding any Lot which is part of the common area. The Board has authority to determine whether assessments shall be paid annually, quarterly, monthly or by some other period.

- B4. Special Assessment. A special assessment may be authorized if the Association cannot cover operational and other expenses through the Annual Assessment. If the total of special assessments exceeds Ten Thousand Dollars (\$10,000.00) in a fiscal year, it shall have the assent of not less than two-thirds of the owners entitled to vote at the annual meeting or at a special meeting of the Association called for such purpose by written notice sent to all owners of record not less than fifteen nor more than thirty days in advance of the date of such meeting. Authorization to make such assessment shall not be made at an annual meeting unless special notice has been that such matter will be considered at the annual meeting in the same manner required for a special meeting.
- B5. Subordination of the Lien to Mortgages. The lien of any Assessments provided herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not extinguish said lien. No sale or transfer shall relieve the new Lot owner from liability for any assessment thereafter becoming due or for the lien thereof nor shall the previous owner be released from personal liability for the unpaid assessment.

### C. EASEMENTS

- C1. Easements Defined. The Association reserves easements, which are 7.5 feet in width, on each side of all Lot lines as described in the plats of Timberdale Ranch of La Plata County, together with a perpetual right of ingress and egress to those easements.
- C2. Use of Easements. No dwelling or improvement shall be placed upon any part of said easements. This restriction shall not preclude construction of fences on Lot boundaries within or upon the easement, but said fences may be removed or relocated at the property owner's expense if they obstruct the use of said easement.
- C3. Blanket Emergency Services Easement. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, now or hereafter serving Timberdale Ranch and its Members, a perpetual, non-exclusive blanket

Emergency Services Easement over, upon and along and across all roads and driveways within Timberdale Ranch, across all common areas, and all other properties and areas within Timberdale Ranch for use in the lawful performance of their duties.

#### D. COMMON ELEMENTS

The Common Elements of Timberdale Ranch include all areas on the plat that are not designated as Lots, including eight common areas labeled Lot A to Lot H on the plat, in addition to all roads within Timberdale Ranch. Every owner and the family and guests of every owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to the Lot of such owner subject to the following rights:

- (1) The Association shall have a nonexclusive right and easement to make such use of the Common Area as may be necessary and appropriate for the performance of the duties and functions assigned to it under this Declaration. The Association in its sole discretion may from time to time grant easements and rights of way on, across, under and over the common area to any entity providing utility service to properties in Timberdale.
- (2) The right of the Association to make such reasonable rules and regulations (consistent with the provisions of this Declaration) regarding the use of the common area and any facilities that may be located thereon by members and other persons entitled to such use.

#### E. MEETINGS

Meetings of the Board of Directors and Members shall be held and conducted in the manner set forth in the By Laws and Responsible Governance Policies for the Association. Notice shall be provided to Members by the internet site of the Association, by e-mail, by mail, by telephone, or in any other manner directed by the Board of Directors.

## F. USE OF LOTS

- F1. Definition of Use. All Lots in Timberdale Ranch shall be known, described and used as single-family residential dwellings only. A rental is defined as providing use of a property for a fee or other type of remuneration.
- F2. Types of Dwellings. Primary Dwelling Units must have a minimum of 1,000 square feet of living space, exclusive of garages, decks, patios, open or screened in porches. No modular homes, mobile homes, trailers, recreational vehicles, teepees or yurts are permitted as permanent dwelling units.
- F3. Second Dwelling Units. Only one second dwelling unit may be constructed on a lot. A second dwelling unit is a structure that is on the same lot, that is to be occupied as a residence and which is incidental to the use of the principal residence. It shall conform to all La Plata county land use ordinances. It shall not exceed 1,000 square feet of living space. No modular homes, mobile homes, trailers, recreational vehicles, teepees or yurts are permitted as second dwelling units.
- F4. Rentals. Rental of an entire Lot to a single party is allowed as long as the rental is for a period of 90 days or more. Rental of only part of a Lot such as a second dwelling unit or a room within a dwelling unit is not allowed.
- F5. Business Use of Lots. Business use of lots are subject to the following restrictions:
- (1) The business use shall only be located within the primary or secondary dwelling unit.
  - (2) There shall not be any onsite sales to customers, classes, demonstrations, or any other visits by members of the public.
  - (3) There shall be no exterior signs or interior signs visible from the exterior, which identify the business use.
  - (4) The business shall not increase traffic more than four average daily trips above the levels normally attributable to the use of the Lot for residential purposes.
  - (5) The business shall not include storage of heavy equipment and shall be limited to no more than one two-axle car or truck regularly parked on the lot.
  - (6) There shall be no noisy activities that may disturb neighbors.

- F6. Division of Existing Lots. No Lot shall be further subdivided creating a new parcel.

#### G. ARCHITECTURAL STANDARDS

- G1. Architectural Standards Committee. The Architectural Standards Committee shall consist of such number of individuals as determined by the Board of Directors of the Association, and the Board of Directors shall have the right to appoint and remove members of the Committee, to enlarge and reduce the membership of the Committee and to fill any vacancy on the Committee. The Association shall maintain at all times a current list of the members of the Architectural Standards Committee and such members' addresses.
- G2. Architectural Standards and Rules. The Association shall publish Architectural Standards and Rules, which may be updated by the Board in accordance with the governing policies of the Association. The Architecture Standards Committee shall be responsible for administering the Standards and Rules.
- G3. Plan Review. Plans for all construction, including fences, shall be subject to the approval of the Architectural Standards Committee, which is responsible for ensuring that designs for construction are consistent with existing structures within Timberdale Ranch and blend in color and materials with the environment. Construction shall comply with State and local building codes. Improvements may be constructed or erected only after approval of the Architectural Standards Committee.
- G4. Compensation. Members of the Architectural Standards Committee shall not be entitled to any compensation for services performed. They shall be reimbursed for any expenses incurred by them in performing their duties.

#### H. VARIANCE PROCEDURE

- H1. Procedure. The Board may grant variances to these Covenants, the Architectural Guidelines and Standards and Timberdale Ranch Rules and Regulations where there are relevant extenuating circumstances. When a Member applies for a variance, the Member shall give notice of the Board meeting at which the variance request shall be heard and the nature of the requested variance to all Owners. The notice shall be directed to the address reflected in the Association files. The applicant shall provide the Board of Directors with proof of said notice. Notice shall be given a minimum of ten (10) business days prior to the Board meeting at

which such variance request shall be heard. Approval of the requested variance shall require a two-thirds majority of the Board of Directors.

- H2. Variance Does Not Operate as a Waiver. If any such variance is granted no violation of the covenants shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not waive any of the terms and provisions of the covenants for any purpose except as to the particular property and particular provision covered by the variance.

#### I. AMENDMENTS

- I1. Procedure. These Covenants may be changed in whole or in part by a vote of 67% of the members eligible to vote. A vote shall be taken by written ballot in accordance with C.R.S. §7-127-109.

#### J. INSURANCE

- J1. Association Insurance. The Association shall procure fire and extended coverage insurance or the equivalent thereof upon all insurable improvements erected upon common areas in Timberdale Ranch belonging to the Association for not less than the full insurable replacement value thereof under a policy or policies or insurance with such company or companies and for such premium and periods as the Association may deem appropriate. The policies may have such deductible provisions as the Association determines appropriate and reasonable. Any loss payable under such policies shall be payable to the Association and shall be used by the Association to repair or replace any such improvements which are damaged or destroyed. In addition, the Association shall procure and maintain comprehensive public liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per single occurrence, workman's compensation coverage upon employees, and such other insurance as the Board may deem desirable for the benefit of owners of lots in Timberdale Ranch.
- J2. Waiver of Subrogation. The Association and each Lot owner hereby waive and release any and all claims which they may have against any owner, the Association, its officers, members of its Board, its employees and agents for damage to the common area or any improvements thereon caused by any casualty covered by insurance maintained by the Association to the extent that such damage is so covered and to the extent that this waiver does not invalidate any such insurance coverage. The Association shall use its best efforts to obtain in connection with any insurance policy maintained by it, waivers of insurer's rights to subrogation as to any claim against the Association, its Board of Directors, agents, employees and all other owners.



## K. GENERAL PROVISIONS

- K1. Severability. If one or more of the provisions in these covenants as amended is found by a Court of competent jurisdiction to be invalid, such finding shall not invalidate any of the other provisions of the covenants as amended and all other provisions shall remain in full force and effect.
- K2. Disclaimer. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any covenant or provision of this Declaration, or for the failure of the Association to enforce any covenant or provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action or arbitration brought in violation of the provisions of this Section.
- K3. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- K4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these covenants, nor the intent of any provisions hereof.

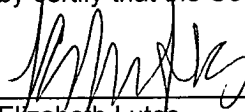
**CERTIFICATION:** The undersigned, being the \_\_\_\_\_ of the Timberdale Ranch Owners' Association, a Colorado nonprofit corporation, certifies that the foregoing Amended and Restated Restrictive Covenants Applicable to Timberdale Ranch was approved and adopted by a vote of \_\_\_\_% of the homeowners of the Association on \_\_\_\_\_.

**CERTIFICATION**

The undersigned officers of Timberdale Ranch Owners' Association, a Colorado non-profit corporation, hereby certify that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timberdale Ranch was presented to the membership for the purposes of amending the covenants by written ballot on June 3, 2020. The undersigned further certifies that the Amendment was passed by a vote of 75 affirmative votes and 6 negative votes, which meets or exceeds the Covenant requirement of 67% of the eligible voting members within the Association. Holders of first mortgages were provided notice of the members' approval and no lender objected. Accordingly, the undersigned hereby certify that the Covenants are amended.



Vice President, Charles D. Butler  
Timberdale Ranch Owners' Association



President, Elizabeth Lutes  
Timberdale Ranch Owners' Association

COUNTY OF LA PLATA )  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me on October 1, 2020, by Charles D. Butler, Vice President Timberdale Ranch Owners' Association.

WITNESS my hand and official seal.  
My commission expires: 11-3-2022

  
Notary Public

TRACY J CROSS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064045364  
MY COMMISSION EXPIRES NOV. 3, 2022

COUNTY OF LA PLATA )  
STATE OF COLORADO )

The foregoing instrument was acknowledged before me on Oct. 1, 2020, by Elizabeth Lutes, President, Timberdale Ranch Owners' Association.

WITNESS my hand and official seal.  
My commission expires: 11-3-2022

  
Notary Public

TRACY J CROSS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064045364  
MY COMMISSION EXPIRES NOV. 3, 2022