

WELCOME

to the

Loma Linda

Subdivision

Pagosa Springs, CO

Loma Linda (**Beautiful Hill**)

Welcome to the Loma Linda Homeowners Association!

Congratulations on purchasing property in the beautiful Loma Linda Subdivision! You are now a member of an HOA, the Loma Linda Homeowner's Association. We hope you will enjoy living in our wonderful, peaceful mountain community.

Website: lomalindapagosa.com

EMAIL: lomalindapagosa@gmail.com

Mailing Address: P.O. Box 1139 Pagosa Springs, CO 81147

Take time to visit the website (lomalindapagosa.com) for the Loma Linda HOA (LLHOA). There is a wealth of information about the HOA for you on the website.

How We Communicate

E-mail

Please sign up to receive email communications from the HOA. Go to the website home page, scroll to the bottom right-hand side of the home page and find the section labeled: "Email List." This is the main way we communicate with all our property owners. You will receive important information such as: HOA meetings, ACC meetings, information of happenings in the neighborhood, wildlife safety, fire safety, etc. We would really appreciate you signing up to receive the emails from your HOA.

Facebook

There is a Facebook group called "Loma Linda Pagosa Springs Neighbors." Run by residents, it is a great way to communicate with your neighbors and keep up with what is happening in Loma Linda. This group is private and only owners of property in Loma Linda are allowed to participate.

Directory

We have a neighborhood directory which is voluntary. It's a resource for you to be able to contact your neighbors. If you would like to participate, please indicate so on the Contact Information Sheet you can find under "Forms" on the website. Our directory is for the exclusive use of listed residents of Loma Linda. It is to be used for community and social interactions and may not be used for commercial purposes, nor shared with anyone outside of the directory due to privacy issues. If you check no, your information will remain private and not be included in the directory.

Our HOA Board

Our HOA is operated by a board which currently consists of 3 volunteers who are elected by the membership of the HOA (all the lot owners). The purpose of the board is to manage the affairs of the Association. The board members are accessible and want to be of help to you.

President: Kim Campbell
Cell: (512) 680-2869
Email address: kimcamp53@gmail.com

Vice President: Terri Moser
Cell: (410) 652-7232
Email address: terri.moser@hotmail.com

Treasurer: Kent Byerly
Cell: 713-502-1494
Email address: kentbyerly@comcast.net

Secretary: Carolyn Schwulst
Cell: (970) 398-5432
Email address: catspeaker5@gmail.com

Governing Documents: When you closed on your property, copies of our governing documents were provided. For your convenience, these documents can also be found on our website, under Governing

Documents. These are the rules that we as owners are bound to follow. The governing document consist of: The Articles of Incorporation, The Bylaws, The Declaration of Covenants, Conditions, and Restrictions (CC&Rs), and Approved Board Policies.

What are Covenants, Conditions and Restrictions (CC&Rs)?

The rules of the HOA community are described in what's called the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). The CC&Rs describe the requirements and limitations of what you can do with your property. The goal of the CC&Rs is to protect, preserve, and enhance property values in the community. A copy of the CC&Rs is provided at the back of this packet.

Architectural Control Committee (ACC)

Comprised of neighborhood volunteers, this committee reviews any and all plans or specifications for the design and location of any dwelling, fence, or other structure to be built by any lot owner within the subdivision, and they enforce the provisions of the Declaration (CC&Rs) with respect to land use and property maintenance. Before you build or make any additions, you must check with the ACC first. For more information, visit Article IX of the By-laws. If you have any questions, please email: lomalindapagosa.acc@gmail.com.

Annual Dues

As a homeowner, you are responsible for paying Annual Dues, which are currently \$80 per year. These are due in January of each year and a check can be sent to: Loma Linda Homeowners Association, PO BOX 1139, Pagosa Springs, CO 81147. Invoices are sent out in early January to the permanent mailing address you listed when you closed on your property. Late fees apply if you have not paid your dues by March 1st of each year. If you move, please take time to update your address with the HOA through the HOA email

HOA Meetings

HOA Board Meetings are routinely scheduled and you can access the dates of upcoming meetings on the website. Recent meetings have been conducted via Zoom and some have been hybrid (both in person and via Zoom). You are always welcome to participate, with instructions for signing up given in the email sent out approximately a week prior to the meeting. The email will also have the agenda for the meeting. You must be subscribed to the email list mentioned above to get the Zoom link. We also have an annual members meeting held each summer for all lot owners. This is a fun social event as well as an annual business meeting. The Board and its committees welcome your participation!

Social Committee

The social committee aims to build a strong sense of community and to provide an atmosphere of friendship and social opportunities by providing scheduled social events as well as pop-up events, welcoming new residents and fostering support for neighbors in times of need. Be on the lookout for fun events to meet your neighbors and just have fun. If you have questions, ideas for socials, know someone new who needs a welcome packet, or are aware of a neighbor in need, please email: sociallomalinda@gmail.com

FireWise/Mitigation Committee

Here in Loma Linda, we live in a wildland urban interface (WUI), an area where structures and other human developments meet or intermingle with wildland vegetation. Wildfires in Colorado are a natural part of our ecosystems and help restore and maintain healthy forests. There are things you can do to protect your home and neighborhood as well as your family's safety. Our Firewise ambassadors will work with you to assess what fire mitigation your property may need in order to make all of Loma Linda a safer place to live. Chairperson: Al Myatt Home: (970) 264-1125 Cell: (405) 464-1373 mail Address: themyatts.co@gmail.com

Loma Linda Little Free Library

Located in our mail station building is a free library. Please feel free to borrow books, read, and return. We would love to have **new** books added as well.

Our Roads: Loma Linda Metro District

The Loma Linda Metro District is a separate entity from the HOA. The Metro District's purpose is to maintain the roads in Loma Linda and is supported in part by your property taxes. See information sheet in packet. The website is: www.lomalindametrodistrict.org.

Loma Linda Posted Speed Limit

Inform your visitors and contractors that the posted speed limit is **25 miles per hour**. Higher speeds endanger children, wildlife, create unnecessary dust, and destruction of our roadways.

Snow Clearing

Dealing with snow is often a brand-new concept for new residents. Folks not used to snow may not know that it's important to keep your driveway cleared of snow even when you're not here so that emergency vehicles and propane providers have access. It is also important to keep your roof and decks cleared of heavy snow to prevent ice dams, damage or collapse.

When clearing driveways, it is important to know that pushing snow across a county road, such as all our roads in Loma Linda, at any time can create hazards. It is unlawful to deposit snow plowed from a private driveway, road or other source, onto county roads or right of ways per Colorado Statue 43-5-301 as revised. There are individuals and service providers in Pagosa that can be hired to plow or blow snow from driveways, stairways and decks. It is important that they not push snow across any road in Loma Linda. Snow from your property must remain on your property, for example onto either side of your driveway, not into the road or the ditch along the road.

Pagosa Fire Protection District

PERMIT: Open Burning, including recreational (any outdoor fires including wood-burning fire pits), require a burn permit from the Pagosa Fire Protection District (PFPD). The permits may be obtained at the Administrative Office from Monday through Friday, 8:00 am – 5:00 pm. (The office is closed daily from Noon to 1:00 pm for lunch) Fire permits are \$10.00 and are good from the time of purchase until the end of the calendar year in which they are purchased. Permit buyers are required to fill out an application form at the time of purchase. All the rules concerning burning are listed on the permit. The permit is good for one address and may be used multiple times. For burn permit information, please call 970-731-4191, or stop by the office at 165 N. Pagosa Blvd. in Pagosa Springs.

WEATHER: Know what the weather will be doing while you're burning. Are there high winds or thunderstorms forecasted for your burn window? Stay informed of weather conditions.

NOTIFY: If you have a wood-burning fire pit or are doing any outdoor burning (anything that will produce smoke), **you MUST call it in to the non-emergency dispatch number 970-731-2160 before you light the fire.** If we are under a fire restriction/burn ban, they will let you know if burning is allowed or not. If you have guests who are going to light a wood-burning fire pit, make sure they are aware of the rules listed on the permit and that they call it in prior to lighting the fire.

Please be aware of where your smoke is going. As a courtesy, please let your nearby neighbors know to expect smoke coming in their direction. Be aware that smoke drifting into neighbors' windows is a nuisance, especially if your burning is not infrequent.

Archuleta County Information

A wealth of information that applies to residents of Archuleta County may be found at archuletacounty.org. We'll share a few of the items from the County's website below:

ARCHULETA COUNTY COMBINED DISPATCH CENTER **970-731-2160**

This is a non-emergency number available 24/7 to take initial information on incidents. If you have an emergency dial **911**.

Citizens Alert Sign-Up

This is an emergency alert system to alert residents in real time for localized emergency situations and relevant community advisories.

<https://www.archuletacounty.org/569/Citizens-Alertb>.

Dark Sky Compliance/Outdoor Lighting

Archuleta County residents and visitors value dark skies that they don't enjoy in the city. The County has a "Dark Sky" lighting ordinance. Dark Sky compliance is a designation given to outdoor lighting fixtures which are designed to direct light to the ground, not up into the sky where it can contribute to light pollution, light trespass, glare and offensive light sources. All new outdoor lighting (including replacement fixtures) are required to meet dark sky criteria including:

- Full cut-off fixture. Light cannot shine up into the sky.
- Fully shield fixture with opaque or translucent shielding - bulb light cannot be visible.

Archuleta County Noise Level Ordinance

The County has established standards for noise level limits. There is a detailed description on the County website, but in short, please limit noise to maintain the serenity and quality of life in Archuleta County.

Archuleta County Noxious Weed Ordinance

New residents are often unfamiliar with noxious weeds and having to comply with a noxious weed ordinance comes as a complete surprise.

What is a noxious weed?

A noxious weed is a non-native plant which has no agricultural or health benefits and degrades native plant and wildlife habitat while posing a threat to producing lands or human health. The most common noxious weeds in our area are Thistles, but there are many more. It is the landowner's responsibility to control noxious weeds by digging or spraying. There is advice and help available from the County about noxious weeds. Having uncontrolled noxious weeds on your property is a violation that our ACC enforces and you may also be fined from the County.

www.archuletacounty.org/584/Noxious-Weed-ID

Animal Control

You may call any time to report domestic animal/livestock problems at (970) 731-2160. All animals picked up by Archuleta County Deputies are taken to the Humane Society of Pagosa Springs, located at 465 Cloman Boulevard, Pagosa Springs. Responds to calls of dogs at large, barking dogs, found dogs, aggressive animals, stray animals that are injured, sick, or in danger, animal attacks to other animals or people, animal bites, animal cruelty and neglect, animals in traffic or loose livestock on highway.

Colorado State Patrol Dispatch

To contact the Parks and Wildlife Department/Game Warden (any wild animal issue) or State Trooper dispatch, call 719-589-5807.

HELPFUL RESOURCES

Garbage Collection Services

The following trash service currently picks up trash on Tuesdays. Due to wildlife, make sure you do not place your trash at the curb until the morning of trash day. Recycling options are also available.

- **Elite Recycling and Disposal**

P.O. Box 5737

Pagosa Springs, CO 81147

Telephone: (970) 731-2012

Website: www.elite-recycling.com

Transfer Station (If taking the trash yourself)

2140 County Road 500 (Trujillo Rd.), Pagosa Springs

Phone: (970) 264-3311

Hours of operation: Tuesday-Saturday, 10am to 5pm

Pagosa Area Water and Sanitation

Website: www.pawsd.org

Phone: 970-731-2691

This is the local water company here in Pagosa.

LPEA- La Plata Electric Association

This is our electric company. LPEA is a member-owned electric distribution cooperative serving La Plata and Archuleta, with segments of Hinsdale, Mineral, and San Juan counties. LPEA is the fifth largest of 22 cooperatives in Colorado, serving approximately 35,700 members more than 47,000 meters.

Phone: 970-247-5786 Website: www.lpea.coop

Propane Gas Providers

- **Arrowhead Propane**

1753 Calder Street
Farmington, NM 87401

P.O Box 2857 87499
Telephone: 970-422-5280
Website: arrowheadpropanenm.com

- **Basin Co-Op**

26103 Hwy 160
Durango, CO 81301
Telephone: 970-247-3066
(There is a Pagosa office but new customers are asked to call the
Durango office and use the Durango mailing address)
Website: basincoop.com

- **Inter-Mountain Propane**

P.O. Box 250
Pagosa Springs, CO 81147
Telephone: 970-264-1301
Website: intermountainpropane.com

- **Selph's Propane, a Ferrell Gas Company**

4640 W Hwy 160
Pagosa Springs, CO 81147
Telephone: 970-731-3737
Website: www.Ferrellgas.com

Helpful apps

- VisitPagosaSprings
- PagosaVisitors

The Pagosa Sun: Local Newspaper

457 Lewis St

Pagosa Springs, CO 81147

Mailing Address:

P.O. Box 9

Pagosa Springs, CO 81147

Telephone: (970) 264-2100

Website: www.pagosasun.com

Pagosa Springs Visitor Center

105 Hot Springs Blvd

Pagosa Springs, CO 81147

Telephone: (970) 585-1200

Toll Free: (800) 252-2204

Website: visitpagosasprings.com

Pamphlets on hiking, camping, hunting, fishing, restaurants, entertainment, etc.

Pagosa Springs United States Post Office

250 Hot Springs Blvd.

Pagosa Springs, CO 81147

Toll free: (800) 275-8777

Telephone: (970) 264-8777 (to obtain a PO Box)

Note: You can obtain your picture/passport by appointment

Pagosa Springs Medical Center

95 S Pagosa Blvd Pagosa Springs, CO 81147

Phone: 970-731-3700

Website: www.pagosaspringsmedicalcenter.org

U.S. Forest Service, Pagosa Ranger District

180 Pagosa St

Pagosa Springs, CO 81147

Telephone: (970) 264-2268

Website: www.fs.usda.gov

Learn about the San Juan National Forest's high-desert mesas, alpine peaks, thousands of miles of back roads and hundreds of miles of trails to explore. Visitors can enjoy a variety of outdoor recreation activities including hiking, mountain biking, hunting, fishing, alpine and Nordic skiing, horseback riding and camping.

Clubs and Organizations Suggested by your Neighbors

Gray Wolf Ski Club

50 and over ski/social club. Many local businesses offer discounts for members. Discounted ski season passes are also offered to members. graywolfskiclub.com Telephone(970) 264-5639

Pagosa Pickleball Club

Our mission is to enhance the health and welfare of the general public by encouraging, organizing and promoting the development and growth of Pickleball in the Pagosa Springs area and surrounding region. Pickleball is the fastest growing sport in America appealing to all age groups and all skill levels. The rules are simple and the game is easy for beginners to learn. It appeals to those just wanting to enjoy a fun, healthy social interaction as well as those looking for a fast-paced competitive challenge. pagosapickleball.org

Mountain High Garden Club

From farm to patio, we enjoy growing lovely flowers and healthy veggies. We share our high-altitude gardening experiences among our garden club members and our community of Pagosa Springs, CO.

mountainhighgardenclub.com

Pagosa Trail Riders Club

The Pagosa Trail Riders (PTR) is a 50 inch* ATV Club whose members love to ride the roads and trails in Southwest Colorado. They promote education of responsible ATV/OHV riders in the National Forests. This group strives to preserve the lifestyle and the open space by the enhancement, maintenance, and sustainability of motorized trails by working with the USFS and the BLM. PTR works with and assists other user groups with various trail projects.

The Pagosa Trail Riders is a family oriented, diverse group of off road motorized vehicle owners and all types of experience levels are welcome. The Club accommodates all rider styles and skill levels so that everyone can join, ride safely at their own pace, and have a GREAT TIME!

www.pagosatrailriders.com 970-903-9606

**AMENDED, RESTATED, AND CONSOLIDATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
LOMA LINDA SUBDIVISION**

THIS AMENDED, RESTATED, AND CONSOLIDATED DECLARATION is made effective upon recording.

RECITALS

A. Declarant, Loma Linda Homeowners Association recorded at the office of the Archuleta County Clerk and Recorder, June Madrid, on 5/16/08 at 10:05 AM under reception # 20803711, the amended Declaration of Covenants, Conditions and Restrictions of Loma Linda Subdivision.

B. The Owners and the Association desire to amend and restate all provisions of the Declarations, as amended and supplemented, by virtue of this Amended, Restated, and Consolidated Declaration of Covenants, Conditions, and Restrictions for Loma Linda Subdivision Homeowners Association ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration.

C. Article XI, Section 3 of the Original Declarations provides for and allows for this Amended, Restated and Consolidated Declaration, by an instrument in writing signed by not less than fifty-one percent (51%) of the Lot Owners in each of the individual Units;

D. All Owners are aware of the provisions of the Original Declarations allowing for amendment, by virtue of the record notice of the Original Declarations, by acts and disclosures, newsletters or notices of the Association and by other means;

E. The purposes of the amendments in this Declaration are to update Article VIII to reflect changes in the water provider and septic system terminology.

F. At least 51% of the Owners within Loma Linda Subdivision have approved in writing this Declaration.

NOW THEREFORE, the Original Declarations are amended, restated and consolidated as follows:

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Loma Linda Subdivision Homeowners Association, 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 part of the Properties, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property located within the entire Loma Linda Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as more particularly described in Exhibit A.

Section 4. "Common Area" shall mean and refer to those areas on the recorded plat designated as common areas.

Section 5. "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 6. "Declarant" shall mean and refer to Loma Linda, Ltd., a California Limited Partnership, its successors and assigns.

Section 7. "Architectural Control Committee" shall mean and refer to the committee appointed by the Declarant or the Board of Directors of the Homeowners Association which shall review plans for buildings or other structures within the properties and which shall have the authority to enforce the use restrictions as set forth herein and as further set forth in the By-Laws of the Association.

ARTICLE II GRANTEE'S ACCEPTANCE

The Grantee of any Lot subject to the coverage of this declaration, by acceptance of the deed conveying title thereto, for the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assign covenants, consent and agree to and with the Declarant and the Association to keep, observe, comply with and perform said restrictions and agreements.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment easement against his Lot

remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, guests or contract purchasers of the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which 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 which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Voting members

shall be all the Lot Owners, including 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.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENT

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 agrees to pay to the Declarant or the Association pursuant to the terms and conditions contained herein the following: (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 Declarant or 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 Common Area, water system, roads, and of the home situated upon the Properties as maintenance of said homes may be required pursuant to Article VII herein.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the common areas from the Declarant to the Association, the Association may assess a maximum annual assessment which shall be Two Hundred (\$200.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the common areas to the Association, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of two-thirds (2/3) of a quorum of the membership at a meeting duly called for this purpose. The Board of Directors of the Association shall have the authority to raise the maximum annual assessment each year up to 10% above the maximum assessment for the previous year by a majority vote of the members of the Board of Directors. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 upon the Common Area, or the road system, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of a quorum of the 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 mailed or personally delivered to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. In addition, notice of such meeting shall be physically posted in a conspicuous place if feasible and practicable at least 24 hours prior to 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 the 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 sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or any portion thereof to the Association. 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 against each 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 at the rate established by the Board of Directors, on a per annum basis from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors. 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 non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. 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 sale 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 which become 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 VI ARCHITECTURAL CONTROL

No building, fence, wall 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 by an Architectural Control Committee, hereinafter referred to as the "Architectural Control Committee," composed of three (3) or more representatives who shall be appointed by Declarant until such time as the Association has been formed, at which time the Board of Directors shall appoint the members of the committee pursuant to the By-Laws of the Association.

In the event that the Architectural Control Committee disapproves any plans and specifications, or any portion thereof, submitted to it, by any Lot Owner, said Lot Owner shall have the right to appeal the decision of the Architectural Control Committee to the Board of Directors of the Association.

Said Lot Owners shall have thirty (30) days from receipt of the written disapproval of the Architectural Control Committee to bring his appeal to the Board of Directors of the Association. Within thirty (30) days of the filing of the appeal by the Lot Owner, the Board of Directors shall make a decision in writing, either affirming or disaffirming the decision of the Architectural Control Committee. The action of the Board of Directors shall be final and binding upon the Architectural Control Committee and the Lot Owner.

ARTICLE VII EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot premises and the exterior of the building and any other improvements erected thereon. The cost of such Lot maintenance or exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII WATER SYSTEM AND SEPTIC SYSTEM

Section 1. Water System. Water shall be supplied by the Pagosa Area Water and Sanitation District ("PAWSD"), or its successor(s) in interest. No wells will be permitted on any lot where central water is available, and any other private well shall require approval by PAWSD and/or other governmental agencies having jurisdiction thereof. Section 2. Septic Systems. Each Lot Owner shall be responsible for installing, operating and maintaining his own on-site wastewater treatment system (OWTS), also referred to as septic system. All OWTS shall comply with requirements of the Health Department of the State of Colorado and other governmental agencies having jurisdiction thereof.

ARTICLE IX USE RESTRICTIONS

Section 1. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 2. Animals. All domestic animals including horses, mules, cows, dogs and cats, shall be permitted provided that the number of grazing animals shall be limited to two per Lot and all other domestic animals shall be limited to a reasonable number which number is to be determined at the discretion of the Architectural Control Committee. All animals must be fenced, and properly cared for, and each Lot kept clean from animal refuse. In no event, shall any homeowner permit his animals to become a nuisance for other Lot Owners, and no dogs shall be allowed to run at large within The Loma Linda Subdivision. Stallions shall be permitted only upon the approval of the Architectural Control Committee which approval shall be based upon reasonable standards of safety and welfare to the entire development.

Section 3. Building Restrictions.

(a) Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot

unless the plans and specifications for said dwelling and its location have been approved by the Architectural Control Committee based upon standards which shall be promulgated and adopted

by the Architectural Control Committee and disseminated to all Lot Owners within the subdivision, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost of Forty (\$40.00) Dollars per square foot net livable area together with hard costs for the minimum following permitted dwelling sizes: a) 1200 square feet of living space for a one-story dwelling; b) 700 square feet of living space per story for dwellings which exceed one story.

(b) Building Location.

(i) No residential dwelling shall be located closer than fifty (50) feet from

any parcel boundary line, and no residential dwelling shall be located closer than fifty (50) feet to any other residential dwelling, unless variance by the Architectural Control Committee is obtained.

(ii) No structure of any kind for the housing of animals or fowl shall be located closer than fifty (50) feet from any parcel boundary line; no structure of any kind for the housing of animals or fowl shall be located closer than twenty-five (25) feet to any residential dwelling, even though a residential dwelling shall be located upon the same parcel and under the same ownership as the structure for the housing of animals or fowl.

(iii) The number of structures located on any Lot shall be limited to one residential dwelling and a maximum of two non-residential dwelling buildings which are not

attached to the residential dwelling.

Section 4. Re-subdivision. There shall be no re-subdivision of any Lot for a period of ten (10) years; and then only with the approval of the Board of Directors of the Association, and any such subdivision must be in accord with State and local subdivision regulations.

Section 5. Mobile Homes.

(a) No mobile homes or other temporary structure shall be permitted as a permanent dwelling.

A Lot Owner may place a motor home or travel trailer upon his lot during the construction of his single-family dwelling, but in no event shall said motor home or travel trailer be upon the lot longer than eighteen (18) months unless approval of the Architectural Control Committee shall be obtained, which approval shall not be unreasonably withheld.

(b) Notwithstanding the prohibitions contained in Section 5(a) above, the Owner of any Lot and his immediate family, may camp on such Lot for not more than four weeks in each calendar year, provided, however, that any motor home, travel trailer, tent or other such camping equipment shall not be allowed to remain on any vacant Lot for more than four weeks in each calendar year. The Owner of each Lot on which camping occurs shall comply with all provisions of these Declarations and with all applicable local and state health regulations regarding waste removal or disposal.

Section 6. Ground Cover. Each Lot Owner shall be required to maintain a reasonable and visually pleasing ground cover upon his Lot. Each Lot shall be kept free of weeds and other noxious growth, and in no event shall a Lot be permitted to become barren of ground cover. The Association reserves the right to enforce this provision pursuant to Article VII on exterior maintenance.

Section 7. Maintenance of Rural Atmosphere. Each homeowner to the best of his ability shall maintain the rural atmosphere of Loma Linda Subdivision by refraining from undue noise, by keeping his Lot well landscaped, clean and orderly, and by using his Lot for residential and domestic livestock purposes only.

Section 8. Motorcycles and Snowmobiles. Motorcycles, snowmobiles and other off-road vehicles shall be restricted to use on each Owner's individual private Lot or on the roadways of the subdivision, but shall not be permitted upon other Common Areas. Said vehicles shall also be used in such reasonable times and in such reasonable manners as to limit interference with the peace and tranquility of other Lot Owners within the subdivision.

Section 9. Hunting and Discharge of Firearms. Hunting of any kind is strictly prohibited within Loma Linda Subdivision. No discharge of a firearm as defined by the State of Colorado ["Firearm" means any handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges] shall be permitted within said Loma Linda Subdivision except as listed below: This provision shall not be construed:

(a) to restrict or otherwise affect any person's right to bear arms or his right to the defense of his person, his family, or his property. Also excepted shall be the discharge of a firearm by a duly authorized law enforcement officer.

(b) to restrict or otherwise affect any eligible person's right to discharge a firearm outside Loma Linda Subdivision within those designated areas in accordance with those area's rules and regulations. Any exception to these rules can be discussed with the Board at the time of need.

Section 10. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

With the objective of maintaining and enhancing the appearance and orderliness of the real property in Loma Linda, the following shall apply:

In the case where any property within Loma Linda is used as a dumping ground or in any way violates the specifications set out as above, the Declarant hereby reserves for itself, its successors, and assigns, the exclusive right to operate or from time to time grant an exclusive license to a third party to operate a commercial trash hauling service within the real property for the purpose of removing garbage, trash, and other like household refuse improperly stored. Such refuse collection and removal service, if provided, shall be provided not less often than once a week on a day or days designated by the Declarant or its successor or assigns. The charge to be made for such refuse collection-removal shall be at a reasonable rate and shall be assessable to

the Owners of the property holding the refuse in violation of the specifications set out above by the Declarant, the Association, or the private refuse hauling company.

Section 11. Noxious Activities. No noxious, offensive or illegal activities shall be carried on any parcel, nor shall anything be done on any parcel that shall become an unreasonable annoyance or nuisance to the neighborhood.

Section 12. Commercial Vehicles. No commercial type truck shall be parked in storage overnight, or longer, on any Lot in such a manner as to be visible to the occupants of other parcels, unless prior written approval of the Architectural Control Committee for the Declarant has been obtained.

Section 13. Residential Use Only. All Lots within Loma Linda Subdivision shall be used for residential use only. Under certain circumstances certain commercial activities may be permitted, provided said commercial use has been approved for use in writing by the Declarant or the Board of Directors of the Association or their designated representative committee.

Section 14. Signs and Billboards. No signs, billboards or advertising structures of any kind shall be permitted within the subdivision, except upon application and written approval of the Architectural Control Committee. Political signs, as defined under Colorado law, are excluded from this restriction, but still subject to reasonable rules and regulations as may be adopted by the Board as to size, number and placement.

Section 15. Junk Motor Vehicles. No stripped down, partially wrecked or junked motor vehicles or sizeable parts thereof shall be permitted to be parked on any street or any common area or on any Lot.

Section 16. Fuel Storage Tanks. Every tank for the storage of fuel installed outside of any building shall be either buried below the surface of the ground or screened to the satisfaction of the Architectural Control Committee by fencing or shrubbery.

Section 17. Model Homes. No Owner of any Lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit without the prior written permission of the Architectural Control Committee.

Section 18. Construction of Improvements. Once construction of improvements has begun on any Lot, said improvements must be substantially completed in accordance with the plans and specifications, as approved, within twelve (12) months from the date of commencement.

Section 19. Improvement Material. All structures constructed or placed on any parcels shall be constructed with a majority of new material and no used structure shall be relocated or placed on any such parcel.

Section 20. Residence Occupancy. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and until an occupancy permit has been issued by the proper authorities in Archuleta County.

Section 21. Change in Ground Level. No change in ground level may be made of any parcel in excess of three (3) feet from existing grades without the written approval of the Architectural Control Committee obtained prior to the commencement of the work.

Section 22. Perimeter Fences. All perimeter fences established by the Declarant around the subdivision shall be maintained by the Declarant until turned over to the Association at which time they will become the responsibility of the Association.

Section 23. Dwelling Destruction. Any dwelling or outbuilding on any parcel which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the parcel restored to a condition acceptable to the Architectural Control Committee with reasonable promptness, provided however, that in no event shall such debris remain longer than sixty (60) days unless specifically extended by the Architectural Control Committee.

Section 24. Removal of Trees. No tree with a diameter of three (3) inches or greater shall be removed from any Lot without the prior written permission of the Architectural Control Committee.

Section 25. Outside Burning. Any and all outside burning in Loma Linda shall be accomplished in the following manner:

(a) All open burning within Loma Linda shall comply with Open Burning Restrictions and Current Uniform Fire Code Sections of the Pagosa Fire Protection District pertaining to open burning. The person responsible for the burn must have an Open Burning Permit in his/her possession. Prior to the commencement of burning, the person responsible shall notify County Dispatch.

(b) The Burn Permit Holder must also comply with all of the following Loma Linda Burn Restrictions:

1. The fire area must be no larger than 4X4X4 feet.
2. Area around the burn site should be wet prior to the burn.
3. Open burning shall not be conducted within 50 feet of any structure or combustible materials or the property line of any other or the National Forest.
4. A water hose with adequate water pressure or a water pumper truck shall be at the burn site.
5. NO trash, garbage, household refuse, or treated or toxic material may be burned.
6. NO construction waste of any kind may be burned.
7. ONLY natural material such as brush, tree limbs, tree parts, leaves, grass, etc., may be burned.
8. An adult who is responsible for the burn permit must constantly attend the burn area.
9. The fire must be extinguished before dark. Absolutely no burning after dark.
10. The burn should be accomplished during low wind conditions.

11. A reasonable effort should be made to notify adjacent homeowners of the intended time of the burn.

12. The owner of the property has the final/ultimate responsibility for the burn, regardless of whether he/she has delegated or hired the burn to be done.

Section 26. Short Term Rentals.

Property owners shall not be permitted to rent or lease their property for less than thirty (30) consecutive days. No short-term rentals of dwelling units or other structures for periods of less than thirty (30) days shall be allowed or permitted on any lot. Advertising for a rental of any dwelling units or other structures for a period of less than thirty (30) days is prohibited. A temporary exception is allowed for properties with current Archuleta County short term rental permits (less than 30 days) allowing them to continue to rent for less than 30 days until two years from the ratification (May 23, 2022) of this amendment or until the property is sold, the annual permit is not renewed, or the county rescinds or terminates the permit. In the event a tenant or renter terminates or abandons a rental of 30 days, owners shall not be permitted to otherwise rent or lease the property during the remainder of such 30 consecutive day minimum period. Terms of all leases must require that tenants abide by the governing documents of the Association. This prohibition of STRs (Short term rentals) has no effect on the advertising or rental of homes for periods in excess of 30 consecutive days. The Association can adopt rules regarding enforcement of rentals.

ARTICLE X DEED CLAUSE

The fee title to any Lot described as bounded by any street, lane, walkway, park, playground, lake, pond, pool, or any other common property which has not been dedicated or accepted by the public, and the fee title to any Lot shown on the recorded plat of The Loma Linda Subdivision as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor (Declarant) to be conveyed to the Association for the common enjoyment of all the residents in The Loma Linda Subdivision.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any Owner 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. Failure of the Declarant, Association 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. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. Any provision, covenant, condition, or restriction contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, and restrictions may be added, at any time and from time to time upon approval or written consent of at least fifty-one percent (51%) of the Lots Owners in the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Archuleta County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties by the Declarant.

Section 5. Responsibility for Maintenance and Upkeep of Common Areas. Responsibility for the improvement, operation, and maintenance of the common area shall be the Declarant's and Declarant shall have the authority to assess Lot Owners for the cost of the maintenance and upkeep operation and improvement of the common area, until such time as Declarant, in its sole discretion, shall deed to the Association all of the common areas or any portion thereof: provided, however, that Declarant may not deed the common areas or any portion thereof to the Association until such time as two-thirds (2/3) of all platted Lots within the Loma Linda subdivision have been sold or are under contract for sale. The Association shall be required to accept said conveyance of the common areas or any portion thereof from Declarant provided that the areas conveyed are free and clear of any and all financial encumbrances. Upon conveyance of the common area or any portion thereof to the Association, The Association shall assume responsibility for the improvement, maintenance, and upkeep of common areas so deeded, and may exercise all powers of assessment granted herein for the purpose of fulfilling these responsibilities. Any portion of the common areas retained by Declarant shall remain the sole responsibility of Declarant.

The undersigned, being the President and Vice President of the Loma Linda Subdivision Homeowners Association, hereby certify that the Association has obtained written approval of this Declaration from at least 51% of the Lot Owners. Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

LOMA LINDA SUBDIVISION
HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation,

By: Maggie Fischer
President

ATTESTS: Rita M. Jensen
Vice-President

STATE OF COLORADO
COUNTY OF ARCHULETA

The foregoing Declaration was acknowledged before me by Maggie Fischer, as President, and Rita Jensen, As Vice-President, of Loma Linda Subdivision Homeowners Association, A Colorado nonprofit corporation, on

MAY 26th, 2022
[Signature]
Notary Public
My Commission Expires: MAY 09 2023

