

AFTER RECORDING, RETURN TO:

River Island Ranch, Inc.  
PO Box 880  
South Fork, CO 81154

200700400205  
Filed for Record in  
RIO GRANDE  
SANDRA J JACKSON  
12-18-2007 At 03:56 pm.  
ANNEX/DECLA 26.00  
State Doc .00  
DR Book 536 Page 1675 - 1679  
Instrument Book Page  
200700400205 DR 536 1675

**ANNEXATION AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
RIVER ISLAND RANCH**

**(Filing No. 2)**

This ANNEXATION AMENDMENT TO DECLARATION FOR PROTECTIVE COVENANTS FOR RIVER ISLAND RANCH (FILING NO. 2) ("Annexation Amendment") is made effective as of December 18, 2007, by River Island Ranch, Inc., a Colorado corporation ("Declarant"), as Declarant and the owner of Filing No. 2 described below.

WHEREAS, a Declaration of Protective Covenants for River Island Ranch was recorded on October 4, 2006, at Instrument/Reception No. 200600394581, Book 529, Page 180 in the real property records of the Rio Grande County Clerk and Recorder's office (the "Declaration");

WHEREAS, pursuant to Section 10.4 of the Declaration, the Declarant has the right to annex additional property within the real property which is subject to the Declaration without the consent of the individual homeowners;

WHEREAS, all of the real property which is a part of River Island Ranch Filing No. 2, as reflected on the plat thereof recorded on December 17, 2007 at Reception No. 400190, Drawer 11, Map No. 319-320 of the real property records of Rio Grande County, Colorado (hereinafter called "Filing No. 2"), is a portion of the real property described as the Expansion Property in the Declaration;

WHEREAS, Declarant, as the Declarant under the Declaration and as the owner of Filing No. 2, desires to submit Filing No. 2 to the terms and conditions of the Declaration;

NOW THEREFORE, Declarant hereby declares as follows:

1. **Annexation.** Filing No. 2 is hereby made subject to and shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated and conveyed subject to the easements, restrictions, covenants, provisions and conditions of the Declaration, as the same may hereafter be amended, all of which are for the purpose of enhancing and protecting the desirability and attractiveness of Filing No. 2 and the remainder of the Property (as such term is defined in the Declaration) and all of which shall run with the land and be binding upon all parties having any

right, title or interest in Filing No. 2 or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each such Owner thereof. Declarant hereby further declares that the definitions, easements, restrictions, covenants, provisions and conditions of the Declaration, as the same has been amended, shall apply equally and alike to all Owners of Lots (as such terms are defined in the Declaration), whether located in Filing No. 2 or the Property (as such term is defined in the Declaration). For example, "Property," as that term is defined in the Declaration, shall hereafter include Filing No. 2 annexed into the Declaration pursuant to the terms of this Annexation Amendment, as well as all of the Property encumbered by the Declaration. In addition, Filing No. 2 is hereby made subject to the additional covenant provisions contained in this Annexation Amendment.

2. Lots Within Filing No. 2. Filing No. 2 contains forty-eight (48) Lots. From and after the effective date hereof, the Property, including Filing No. 2, contains one hundred forty-seven (147) Lots.

3. Association Property. The Declaration is hereby amended to expand the definition of Association Property contained in the Declaration to add the following items:

- A. All private roads contained within Filing No. 2;
- B. All platted open space within Filing No. 2, expressly excluding the Gravel Pit Parcel which shall continue to be handled in the manner set forth in Section 7.1 of the Declaration.

4. Additional Covenant Provisions. The Declaration, as it applies to Filing No. 2 in River Island Ranch Filing No. 2, is hereby amended to modify and/or add the following sections to the Declaration:

4.1. Section 4.1 (a). Dwellings, Design and Construction Standards.

(a) All of the Lots within Filing No. 2 will be limited to single family residential use. Notwithstanding the square footage requirements contained within Section 4.1 (a) of the Declaration, single family primary dwellings within Filing No. 2 shall not be less than 1,800 square feet of living space on the ground floor level, exclusive of any square footage in any basement, second story, garage, etc.

(b) All propane tanks for the storage of fuel installed outside of any building within Filing No. 2 shall be installed underground notwithstanding the terms of Section 4.1 (i) of the Declaration, other than Lot 199, River Island Ranch Filing No. 2, Rio Grande County, Colorado ("Lot 199"). The reference to screening propane fuel tanks contained in Section 4.1 (i) of the Declaration is not applicable to Lots within Filing No. 2 since all fuel tanks within Filing No. 2 are required to be installed underground other than within Lot 199.

(c) Section 4.1 (m) of the Declaration is hereby clarified and supplemented as follows as it applies to Filing No. 2:

“Each Lot within Filing No. 2, other than Lot 199, will be part of the central water system. No Lot within Filing No. 2, other than Lot 199, will be permitted to install an individual well or wells for service of any Lot within Filing No. 2. Each Owner of a Lot within Filing No. 2 will be required to pay for all costs and expenses imposed in connection with the central water system, including without limitation, the payment of Availability Fees and a Tap Fee. The Availability Fee will be due and owing commencing at the time of Declarant’s sale of the Lot and continuing to be payable thereafter until a tap is purchased for the applicable Lot within Filing No. 2. The Tap Fee will be due and owing at the time water service is requested for an applicable Lot within Filing No. 2 in an amount charged for Tap Fees at the time the connection to the central water system is made. A maximum of 2,500 square feet may be irrigated within any Lot within Filing No. 2.”

The 2,500 square feet maximum irrigation area contained in Section 4.1 (m) is hereby applied to each Lot within Filing No. 2 notwithstanding the connection to a central water system.

(d) Each Owner of a Lot within Filing No. 2 acknowledges that the size of the Lots, the relative close proximity of Lots to other Lots, and the existence of Lots with river or double road frontage makes the orientation of Improvements on the Lots within Filing No. 2 significant. Each Owner of a Lot within Filing No. 2 hereby acknowledges that the Architectural Committee may restrict and/or limit how Improvements may be oriented on all or some of the Lots within Filing No. 2.

(e) Each Owner of a Lot within Filing No. 2 acknowledges that the size of the Lots, the relatively close proximity of Lots to other Lots, and the existence of Lots with river or double road frontage may necessitate the imposition of additional restrictions and requirements regarding accessory buildings than what may otherwise be imposed in other areas within the Property. In particular, the exterior materials comprising, and the mass and scale of, proposed accessory buildings, should complement, blend and be visually appealing and complementary to the main residence located within the Lot.

5. Horses and Large Animals.

(a) Horses and Other Large Animals Prohibited. Section 6.3 (a) of the Declaration is not applicable to any Lot within Filing No. 2, other than Lot 199. Each Owner of a Lot within Filing No. 2, other than Lot 199, is expressly prohibited from maintaining any horses or other large animals within his Lot due to the size of the Lots contained within Filing No. 2.

(b) Agricultural Lease. Each Owner of a Lot within Filing No. 2 hereby acknowledges that Filing No. 2 is subject to a current and any and all future agricultural leases approved by the Association permitting the lessee to maintain cattle, horses and other animals within Filing No. 2 and to raise hay and other agricultural products within Filing No. 2 (the “Agricultural Lease”). At all times during which the Agricultural Lease is in effect, the lessee under the Agricultural Lease will be permitted to conduct its business within Filing No. 2, including maintaining horses thereon and Lot Owner within Filing No. 2 will be permitted to exclude the agricultural activity from his Lot by installing and maintaining a fence, at his sole

cost and expense, to fence out the agricultural activities. The existence of the Agricultural Lease will not limit or diminish in any way, or be deemed to authorize an Owner of a Lot within Filing No. 2 to violate, the restrictions contained in Section 5 (a) of this Annexation Amendment.

6. Driveways. In addition to the driveway provisions contained in Section 6.10 of the Declaration, Owners of a Lot within Filing No. 2 are hereby required to and shall each arrange and maintain any drives, dwellings, or other Improvements so that ingress and egress to and from their respective Lots is from interior development roads and not from County Road 15.

7. Well and Septic. In addition to the well and septic provisions contained in Section 6.11 of the Declaration, the minimum distance required for placement of a sewage system from any lot line within Filing No. 2 shall be fifty (50) feet.

8. Effect. This Annexation Amendment shall be effective as of December 18, 2007 and will be recorded in the real property records of Rio Grande County, Colorado and the terms and conditions hereof shall be binding upon any subsequent Owner of all or any portion of Filing No. 2.

IN WITNESS WHEREOF, the undersigned have executed this Annexation Amendment as of the date and year first written above.

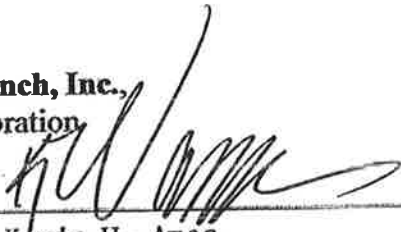
DECLARANT:

River Island Ranch, Inc.,  
a Colorado corporation

By:

Name:

Office:

  
\_\_\_\_\_  
Kevin W. Ames  
\_\_\_\_\_  
Vice President

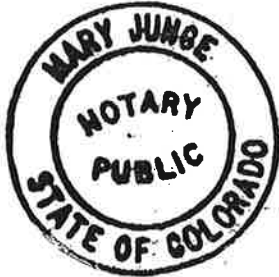
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Bio Grande )

The foregoing instrument was acknowledged before me this 18 day of DECEMBER, 2007, by KEVIN W. AMES as Vice President of River Island Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: May 23, 2008.

(SEAL)



Mary Junge  
Notary Public

Receipt # 6167  
Date : 12-18-2007  
Issued By : donna murphy

Port 1  
Time 03:56 pm.

SANDRA J JACKSON  
RECORDER  
RIO GRANDE

Issued To:

SEVER ISLAND RANCH INC  
ATTN: MARY  
PO BOX 880  
SOUTH FORK, CO 81154

Inst No.	Type	Description	TOTAL
700400205	ANTD	ANNEX/DECLA	26.00 Pd
Book	536	Page 1675-1679	

Itemized Check Listing:  
Check . Check No. Amount

1	1305	26.00
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Amount Due	\$	26.00
- Amount Charged	\$	.00
- Paid by Check	\$	26.00
- Paid by Cash	\$	.00
= Change		\$ .00

THANK YOU! SANDRA J JACKSON  
RIO GRANDE