

**AMENDED AND RESTATED DECLARATION OF COVENANTS AT BIG
VALLEY RANCH AT STEAMBOAT IIA**

This AMENDED AND RESTATED DECLARATION OF COVENANTS AT BIG VALLEY RANCH AT STEAMBOAT IIA (the "Restated Declaration") is made this 12th day of November, 2008.

WITNESSETH:

WHEREAS, Big Valley Ranch at Steamboat IIA ("Big Valley Ranch") is a common interest community, as that term is used in the Colorado Common Interest Ownership Act, (CRS Section 38-33.3-101 et. seq.); and

WHEREAS, Big Valley Ranch, located in parts of Sections 11, 13, 14, 15, 21, 22, 23, 24, Township 5 North, Range 85 West of the 6th P.M., Routt County, Colorado was created on November 9, 1981 when said real property was divided into parcels of not less than 35 acres, as shown on that plat (the "Big Valley Ranch Property") recorded on September 15, 1981 at Reception number 311415 (the "Plat") and subject to and in accordance with the Declaration of Covenants at Big Valley Ranch at Steamboat II, recorded September 21, 1981, at Book 546, Page 63, Routt County, Colorado real estate records (the "Original Declaration"). The Original Declaration was subsequently amended by documents recorded at Book 550, Page 209, at Book 551, Page 99, at Book 559, Page 425 and at Book 646, Page 1841, Routt County real estate records (said Original Declaration, as amended, is referred to herein collectively as the "Original Declaration" unless the context requires otherwise); and

WHEREAS, Section 7.3 of the Original Declaration provides that it may be amended "by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the parcel owners;" and

WHEREAS, the Owners representing more than 67% of the aggregate voting interests have signed this Restated Declaration, and have thereby consented to and agreed to adopt this Restated Declaration as follows:

NOW, THEREFORE, the Original Declaration, (including the first Declaration document and all amendments thereto, as defined above) is hereby amended and restated in its entirety as follows:

WITNESSETH:

WHEREAS, Certain real property known as Big Valley Ranch, located in a portion of Sections 11, 13, 14, 15, 21, 22, 23, 24, Township 5 North, Range 85 West of the 6th P.M., Routt County, Colorado, as is more particularly described in amended Exhibit A attached hereto and by this reference made a part hereof, has been subdivided into parcels of not less than 35 acres in accordance with the general plan thereof; and

WHEREAS, Big Valley Ranch is a residential community divided into forty-three (43) separate parcels designated as Parcels 1 through 43, each such parcel being described in the plat of Big Valley Ranch at Steamboat II as recorded with the Clerk and Recorder of Routt County, Colorado.

WHEREAS, the Original Declaration provides for the preservation of the values and amenities in said community and for the maintenance of common facilities which the undersigned Owners wish to perpetuate. The Original Declaration, consisting of four separate documents is herein consolidated and updated with additional revisions for purposes of addressing issues not considered in 1981, all of which is and are for the benefit of Big Valley Ranch Property and each Owner thereof; and

WHEREAS, Big Valley Ranch Homeowner's Association is a Colorado non-profit corporation in good standing (hereinafter referred to as the "Association"), for the efficient preservation of the values and amenities in said community. The Association is given powers and responsibilities concerning the maintenance and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created by the Original Declaration and this Restated Declaration; and

NOW, THEREFORE, there are hereby created, declared, and established for the above-described real property as set forth in Exhibit A attached hereto, the following protective covenants, easements, reservations and requirements upon all said real property. Said protective covenants, easements, reservations and requirements shall run with the said Big Valley Ranch Property and are for the benefit of and binding upon each and every person or entity who shall be or who shall become an owner of any Parcel in Big Valley Ranch and said covenants shall inure to and pass with each and every Parcel of said land.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to Big Valley Ranch Homeowners Association, its successor and assigns.

1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or parcel which is part of the property above-described, excluding Lot 43, Big Valley Ranch at Steamboat, Filing IIA.

1.3 "Property" shall mean and refer to that certain real property hereinbefore described, excluding Lot 43, Big Valley Ranch at Steamboat, Filing IIA, encompassing each and all of the individual subdivided parcels, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Parcels" shall mean and refer to each individual subdivided lot or parcel which is a part of the properties, excluding Lot 43, Big Valley Ranch at Steamboat, Filing IIA.

1.5 "Common Area" shall mean all the real property owned by the Association for the common use and enjoyment of the owners, regardless of the means by which it was acquired. The roads appearing on the Plat, except that access easement described on Amended Exhibit A, within the property and reserved for the general use of all owners were conveyed to the Association, as provided in the Original Declaration, at the time of the conveyance of the first Parcel to the first Owner:.

1.6 "Residence" shall mean and include single family dwellings with attached or separate guest house.

1.7 "Board of Directors" or "Board" shall mean the Board of Directors of the Big Valley Ranch Homeowners Association.

1.8 "Committee" for the purpose of this document shall mean and refer to the architectural control committee, hereinafter further defined and organized.

ARTICLE II

PROPERTY RIGHTS

2.1 Easement of Enjoyment. The record title owner of each parcel, his immediate family members and guests shall have a right and easement, in common with other parcel owners, their families and guests, of enjoyment of the common areas as designated in the plat of the subdivision recorded with the Clerk and Recorder of Routt County, Colorado. Said right and easement of enjoyment shall be appurtenant to and shall pass with the title to every parcel, subject to the following provisions:

(1) the use of the common areas shall be restricted to equestrian, cross country skiing, hiking, picnic and other recreational or leisure time use with no major construction of permanent improvements, recreation facilities or utilities to be allowed unless approved by affirmative vote of 2/3rd's or more of the quorum of the Homeowners Association.

(2) the right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless approved by the owners of 2/3rd's of the parcels at least.

2.2 Delegation of Use. Any parcel owner may delegate in accordance with the By-laws of the Association, his right of enjoyment to the common areas and facilities to his tenants or contract purchasers who may reside on the property.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Members. Every owner of a parcel shall become a member of the Association upon acquisition of said parcel. Membership shall be appurtenant to and may not be separated from ownership of any parcel.

3.2 When more than one person holds an interest in any parcel, all such persons shall be members. The vote for such parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any parcel.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each owner of any parcel by acceptance of a Deed or other instrument 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 of charges (dues) 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 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 the successor in title unless expressly assumed by them; but shall be a continuing lien upon the property.

4.2 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 common areas, including cost of maintenance of roads.

4.3 Fiscal Year and Annual Assessment Period. The Big Valley Ranch Homeowners Association fiscal year runs from August 1 to July 31. The annual assessment period shall be the same as the fiscal year of the association and annual assessments (dues) and special assessments shall be due the first day of the annual assessment period.

(1) After August 1, 2008 the annual assessment may be increased by up to five percent (5%) of the assessment for the previous year by the Board of Directors.

(2) Assessment increases in excess of five per cent (5%) annually will require 2/3rd's of the entire membership authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

4.4 Special Assessments for the Capital Investments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3rd's of the vote of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 shall be sent to all members not less than thirty (30) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast 2/3rd's of all the votes 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) the required quorum of the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all parcels.

4.7 Date of Annual Assessments: The Board of Directors of the Association shall fix the amount of the annual assessment against each parcel at least thirty (30) days in advance of each annual assessment period. Written and/or electronic notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. 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 parcel have been paid.

4.8 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 eighteen percent (18%) 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 non-use of the common areas or abandonment of his parcel. The Association has the right to suspend the voting rights of an owner for any period during which any assessment against his parcel remains unpaid.

4.9 Subordination of the Lien to the Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any parcel shall not affect the assessment lien. However, the sale or transfer of any parcel 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 parcel from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL REVIEW

5.1 Plans and Specifications. No building, fence, wall, swimming pool, driveway, road, foundation excavation, or other structure or excavation 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 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 such design and location within thirty (30) days 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.

5.2 Submittal Requirements. Any person **the previous word "person" has been changed to "owner" by an amendment to the Amended and Restated Declaration of Covenants. This change was approved by 80% of eligible voting members and was recorded in Routt County on August 2, 2012, Reception Number 727901.** desiring to make any of the above described improvements shall submit to the Board of Directors of the Association, or the Architectural Committee four complete sets containing all elements of the Design Review Checklist (see Attachment 1) shall be submitted to the Design Review Board. Site plans shall be 1" =10' scale and floor plans and exterior elevations shall be at 1/4" or 1/8" =1'. Photos of existing homes that are representative of the proposed design are encouraged to be submitted. Plans should be on 24" x 36" paper and each of the four sets shall be bound with a completed copy of the Design Review, or such format as is required or permitted by the Board Architectural Committee. Preliminary sketch plans may be submitted prior to the preparation of detailed drawings. Site clearing plans must be submitted to the Board Architectural Committee before any work is done.

5.3 Inspection and Approval of Plans and Specifications. The approval by the Board or Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by such order of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans or specifications submitted for approval.

The Board or Committee may at any time inspect any building or property located within the properties for the purpose of determining whether the exterior of said building conforms to these covenants.

No structure or improvement of any kind, the plans, elevations and specifications of which have not received the written approval of the Board of Directors of the Association or the Architectural Committee, if appointed, and which does not comply fully with such approved plans and specifications, shall be erected constructed, placed or maintained upon the parcel. Approval of such plans and specifications shall be evidenced by a written endorsement of such plans or specifications, or letter to the owner requesting approval delivered to said owner prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without prior consent of the Board or Committee.

5.4 General Guidelines. Structural engineering shall be the responsibility of the owner. The Board or Committee may waive such provisions contained in this Declaration of covenants, conditions and restrictions as it deems appropriate. In passing upon any plans and specifications submitted to it, the Board or Committee shall consider (1) suitability of the improvement and material from which it is to be constructed to the site upon which it is to be located; (2) the nature of adjacent neighboring improvements; (3) the quality of the materials to be utilized in any proposed improvements; (4) the effect of any proposed improvements on the outlook of the adjacent or neighboring property.

In passing on any plans and specifications, it shall be an objective of the Board or Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, economic or aesthetic, will be impaired, and to maintain for the benefit of the owners of the parcels the natural character of the land to require that all man-made structures blend into the natural background rather than stand out against it.

Owners must engage qualified design professionals to ensure a thorough analysis of the building site and to effectively communicate the concept and specific design of the residence to the Board or Committee. The design review process is independent of and precedes the plan review process required by Routt County for obtaining a building permit. Following design review approval, each owner is responsible for adherence to the County's zoning and building codes.

5.5 Specific Guidelines.

(1) Roofs:

The following roofing materials shall not be used: tin, aluminum, paper, asbestos, material with a painted surface or tar and gravel, except that tar and gravel may be permitted if the rock used is specifically approved by the Board or Committee and the roof has adequate pitch.

- (a) The following roofing materials shall be permitted: tile, concrete, glass, terra cotta, copper, slate, stone or sod, copper, aluminum with baked or ceramic coating, 40 year composite shingles, photovoltaic shingles and approved metal roofing.
- (b) The pitch of roofs shall not be less than two inches in twelve. The design of all shed roofs shall be subject to specific approval of the Board or Committee. No geodesic domes shall be permitted.

(2) Walls:

The exterior walls of the principal buildings and any out-buildings shall be as follows:

- (a) The following materials shall not be used: asbestos, composition materials, paper or tar paper.
- (b) The following materials shall be permitted: wood, stone, glass, slate, copper, stucco, concrete block, approved metal sheathing material or poured concrete, provided that the design of each poured concrete wall is subject to approval by the Board or Committee.

(3) Landscaping:

All landscaping plans that significantly change the natural environment must be approved in advance by the Board or Committee. In general, they shall be in keeping with the following: landscaping shall be compatible with the natural terrain with the use of trees, plants and shrubs which are indigenous to the area. Driveways requiring cuts or fills in the land must be landscaped and replanted within twelve (12) months of substantial completion of the driveway.

(4) Color: A complete exterior color scheme shall be submitted to the Board or

Committee with the plans of each structure, and such color scheme shall include a description of all visible materials to be used and all artificial coloring to be applied thereto, including paints, stains, varnish or any other surfacing whatsoever. It is the intent of the Board of Directors Architecture Committee to encourage use of colors and materials which are indigenous to the area and which will blend in with the site. In addition, the owner shall furnish upon the request of the Board or Committee actual color samples; i.e., a stain sample on the wood to be used.

- (5) Site grading and excavation plans must minimize disruption to the natural features of the land. The committee will encourage construction that is not in drainage areas and does not disrupt meadows and animal habitat.
- (6) Solar panels are permitted subject to approval and any additional alternative energy sources as technology is developed may be considered and must be approved by the Board of Directors Architecture Committee.

ARTICLE VI

SPECIFIC COVENANTS AND RESTRICTIONS

6.1 Residential Use and Square Footage. The Association may regulate rental of residences by adopting rules as provided in the bylaws of the Association. The premises, except the real property described as Lot 43, Big Valley Ranch at Steamboat, Filing IIA, shall not be used or occupied by uses other than authorized under this Declaration. The floor area of the main dwelling shall be not less than 1,500 square feet, exclusive of garages, guest quarters, covered walks, open porches, outbuildings, barns, stables, sheds, or the like. The height of any building shall not be more than 40 feet above ground level.

6.2 Setback Requirements. There shall be no location of improvements with relation to property lines within 75 feet thereof, and all actual construction sites shall receive the advance approval of the Committee.

6.3 Towers and Antennae. No towers or radio or television antennae shall be higher than three (3) feet above the highest roof line of the dwelling house or shall be erected on any residential parcel, unless approved by the Board or Committee, and all such towers or antennae must be attached to the dwelling house unless approved by the Board or Committee.

6.4 Trees and Landscaping. Indiscriminate and unnecessary clearing of trees and brush from natural areas shall be prohibited unless approved by the Committee. As is recommended by the Forest Service, trees and brush may be cleared within 30 feet of an approved structure, tree branches may

be pruned to 10 feet above the ground and trees may be thinned so that there is a distance of 10 to 12 feet between tree crowns. Within this defensible space dead limbs may be removed and brush may be mowed or thinned. Dry grasses and weeds may be mowed and leaves and other litter may be removed. All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses. The Committee shall first approve construction of gardens, lawns, and exterior living areas if there is to be a major impact on the natural environment.

6.5 Used or Temporary Structures: Trailers. No used or previously erected or temporary house, structure, house trailer, or non-permanent outbuilding shall be placed, erected, or allowed to remain on any residential tract, except that during periods of construction of the residence on a parcel, which period shall not exceed one (1) year, trailers, or mobile homes may be placed upon the parcel and resided in. Upon completion of the permanent residence or one (1) year, whichever is earlier, the trailer, mobile home or other temporary residence shall be removed from the parcel. No dwelling house shall be occupied in any manner prior to its completion.

6.6 Surface Water and Drainage. All natural drainage courses traversing the property for the purposes of conducting surface water that may drain from other properties shall not be obstructed, destroyed, altered or damaged without prior approval from the Board.

6.7 Number and Location of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential parcel other than:

- (a) One (1) detached single-family dwelling house; and
- (b) One (1) attached or detached guest quarters as approved by the Routt County Planning Department and/or Building Department; and
- (c) One (1) attached or detached garage; and
- (d) Two (2) barns or stables or other non-residential outbuilding other than a garage.

No dwelling house or other building or structure shall be placed, erected, altered, or permitted to remain on any residential parcel at any site or location other than that specifically permitted by the Board.

6.8 Dwelling House to be Constructed First. No guest house, servant house,

garage, barn, stable, or other outbuilding shall be constructed on any residential parcel until after commencement of construction of the dwelling house on the same residential parcel. All construction and alteration work shall be prosecuted diligently, and each building, structure or improvement which is commenced on any residential parcel shall be entirely completed within eighteen (18) months after commencement of construction unless it is of a complexity that requires a time extension that must be granted by the Board.

6.9 Continuity of Construction. Any house shall be commenced and the exterior shall be completed within twelve (12) months from date of commencement of construction, excepting only with written consent of the Board, when complexity of the construction requires a longer time. Open storage of building materials will be permitted during construction only for a period not exceed twelve (12) months unless approved by the board with written consent.

6.10 Garbage Disposal and Sanitary Systems. Each dwelling house or other structure containing a kitchen constructed on any residential parcel in Big Valley Ranch at Steamboat II shall be equipped with a garbage disposal unit of a type approved by the Board. No sewage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used on any parcel unless fully approved as to design, capacity, location and construction by all proper public health agencies of the State of Colorado and the County of Routt.

6.11 No Business Uses. No lands within Big Valley Ranch at Steamboat II shall ever be occupied or used for any commercial or business purpose. Haying will be allowed on approved pasture land. Home offices are allowed for businesses that do not have customers who would visit that home office. No other place of commercial or professional business of any kind; nor any hospital, sanitarium or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant or other public place of entertainment; nor any church; shall ever be constructed, altered, or permitted to remain within Big Valley Ranch at Steamboat II.

6.12 Signs. With the exception of one (1) "For Sale" sign (which shall not be larger than 18 x 32 inches), and one (1) individual property entrance gate sign of a style and design approved by the Board, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered or permitted to remain on

any parcel in Big Valley Ranch at Steamboat II. Political signs shall be allowed on private property but may not be placed on Big Valley Ranch road easements.

6.13 Animals. There shall be no restriction as to animals or poultry kept on any lands in Big Valley Ranch at Steamboat II except the following: there shall be no more than three (3) dogs owned for each parcel of property and there shall be no animals or poultry kept or raised for commercial rearing or other commercial purposes without prior written permission of the Board. Notwithstanding the above, the Board may require any owner or lessee of lands within Big Valley Ranch at Steamboat II to remove from the premises or restrain any animals or poultry, including ordinary household pets, if in the opinion of the Board the lands on which said animals are kept are overgrazed or the animals or poultry constitute an annoyance to the owners of the neighboring parcels. All animals must be restrained by adequate board-approved fencing or leashes and shall be subject to the leash law of the County of Routt and State of Colorado, and all animals not subject to Routt County leash law must be adequately restrained.

6.14 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any parcel.

6.15 Parking. No vehicles shall be parked or kept on any of the roads reserved in the Deeds transferring parcels or as shown on the recorded map and plat of said property, it being the obligation of each lot owner to provide proper parking on his parcel to accommodate himself and his guests.

6.16 Commercial Vehicles. No commercial vehicle, construction equipment or like equipment, including but not limited to trucks and trailers of any kind, and excepting farm implements, shall be permitted on any parcel of the subdivision

unless first approved by the Board.

6-17 No RV's, travel trailers, pop-up trailers, abandoned vehicles, farm equipment, horse trailers or other equipment may be stored outside in view from the BVR roads for an excess of 30 days.

6.18 Fences. No fence, wall or other similar type barrier of any kind shall be constructed, erected or maintained on any parcel except such functional fences or walls as may be approved by the Committee. Approval shall be based upon aesthetic consideration but will not be unreasonably withheld.

6.19 Trash. No trash, ashes, garbage abandoned vehicles, other abandoned equipment or other refuse shall be thrown or dumped on any land within Big Valley Ranch at Steamboat II. There shall be no burning or other disposal of refuse out of doors. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

6.20 Clotheslines, etc. Clotheslines or drying lines shall be so located as to not be visible from the road serving the premises.

6.21 Nuisance. No obnoxious or offensive activity shall be carried on within Big Valley Ranch at Steamboat II nor shall anything be done or permitted which shall constitute a public nuisance therein.

6.22 Hunting. There shall not be allowed any hunting within Big Valley Ranch at Steamboat II.

6.23 All Routt County regulations must be followed.

ARTICLE VII

GENERAL PROVISIONS

7.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the 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. Notwithstanding the foregoing, if any provision of the Original Declaration has been waived or abandoned by the action or inaction of the

Association or its members, such provision is deemed reinstated with full force and effect, as set forth in this Restated Declaration.

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

7.3 Duration and Amendment. The benefits, burdens, covenants and restrictions of this Restated Declaration shall run with the land and bind the Owners of each Parcel until terminated, by agreement of the Owners or otherwise. This Restated Declaration may be amended by an instrument signed by not less than $2/3^{\text{rd}}$'s of the Parcel Owners.

7.4 Notice and Service of Process. Each owner of real property in Big Valley Ranch at Steamboat II hereby authorizes the Board to serve any notice or service of process upon the owner by mail at the address set forth in the Deed conveying the property within Big Valley Ranch at Steamboat II to said owner for any action brought to enforce the provisions of this Declaration. Any notice required under this Declaration shall be written and specify the alleged violation or threatened violation objected to and the property subject to the violation and shall demand compliance with this Declaration within fifteen (15) days after the giving of said notice by depositing in the United States mail, postage prepaid, certified mail.

ATTACHMENT 1

DESIGN REVIEW CHECKLIST
Big Valley Ranch

Lot No: _____
Owner: _____ Address: _____
Phone: _____ e-mail: _____

Architect: _____
Address: _____ Phone: _____

FINAL SUBMITTAL (4) copies Date Submitted: _____

Lot Survey/Topo (1"=10') by Surveyor

- Lot lines _____
- Setbacks _____
- Easements _____
- Utilities _____
- Topo contours _____
- Existing Improvements _____
- (If applicable)

Proposed Site Plan (1"=10')

- Proposed Structures _____
- Proposed Floor Plan _____
- Fences/Walls/Retaining Walls _____
- Parking Areas _____
- Drives & Walkways _____
- Patios & Decks _____
- Grading, Drainage _____
- Landscape Plan _____

Building Elevations (1/8" or 1/4" = 1')

- Façade Material _____
- Roof Materials & Geometry _____
- Exterior Color Scheme _____
- Material/Paint Samples _____

