

RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR RED CREEK RANCH

THIS DECLARATION is made this 23<sup>RD</sup> day of SEPTEMBER, 2016 by Red Creek Ranch, Inc.,  
(Vaughn)  
Colorado corporation ("Declarant"). The purpose is to exempt the Property (as defined below) from the Colorado  
Common Interest Ownership Act. Capitalized terms are defined in Article 10.1.

ARTICLE 1 – GENERAL

Section 1.1 Common Interest Community. The name of the common interest community created by this  
Declaration is "Red Creek Ranch – Vaughn." Red Creek Ranch – Vaughn is a planned community as defined in the  
Colorado Common Interest Ownership Act, Section 38-33.3-103(22), Colorado Revised Statutes. All of Red Creek Ra  
– Vaughn is located in Pueblo County, Colorado.

Section 1.2 Property Affected. Declarant owns certain real property in Pueblo County, Colorado described on  
the attached Exhibit A. The real property described on Exhibit A (and any added thereto by Declarant) is referred to in  
this Declaration as the "Property".

Section 1.3 Purposes of Declaration. This Declaration is executed and recorded (&) to provide for the Property  
Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of  
owners of land within the Property; (b) to define the duties, powers, and rights of the Property Owners Association; and  
(c) to define certain duties, powers and rights of Owners. This Declaration restates and amends in its entirety any  
previous Declaration recorded against the Property. In all respects, any such previous Declaration is supported and  
amended by this Declaration, which shall be the sole Declaration against the Property.

Section 1.4 Declaration. Declarant, for itself, its successors and assigns, hereby declares that the Property, and  
each part thereof, shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold,  
leased, rented, bypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants,  
conditions, restrictions, limitations, reservations, exceptions and other provisions set forth in this Declaration. The  
provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with  
Section 10.2 hereof, shall bind, be a charge upon and inure to the mutual benefit of (a) all of the property within the  
Property and each part or parcel thereof; (b) Declarant and its successors and assigns; (c) the Property Owners  
Association and its succors and assigns; and (d) all other persons and entities having or acquiring any right, title or  
interest in any property which is part of the Property or any part or parcel thereof or any Improvement thereon, and  
their encumbrancers, claimants, heirs, personal representatives, succors and assigns.

ARTICLE 2 – PROTECTIVE COVENANTS

Section 2.1 Property Uses. All lots in the Property shall be used exclusively for recreational, provate residential,  
or agricultural purposes. No dwelling unit erected or maintained within the Property shall be used or occupied for any  
purpose other that for a single family dwelling. Each dwelling unit shall contain no less than 1,600 square feet of heated

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floor area devoted to living purposes (i.e., exclusive of roofed or unroofed porches, patios, terraces, basements or garages). No lot owner will dump refuse or garbage on any lot nor will a lot owner build, maintain, operate or construct any structure that will cause the accumulation of animal waste, junk, or any obnoxious odor. No business, profession, or other activity for gain shall be carried on or within any lot or dwelling unit.

Section 2.1.a Prohibition of commercial/retail marijuana. This section (2.1.a) prohibits the commercial/retail production, promulgation, establishment, storage, growth, cultivation, manufacturing, or associated development of marijuana, hemp, or associated by-products containing the, cboil, or cannabis.,

Section 2.1.a-1 Definitions as related to above section 2.1.a “Marijuana” – means and is synonyms, but not limited to/ with cannabis, hemp, sinsemilla, pot, dope, hash, etc.

THC – means TETRAHYDROCANNABIONAL

CBD – means CANNABIDIOL

“MANUFACTURING” – means any process by which marijuana is converted to a marijuana product and that involves heating, mixing marijuana with any other ingredient, or otherwise altering the raw material.

MARIJUANA PRODUCT – means any raw materials that require no further processing ad that are packaged for sale to dispensaries or retainers.

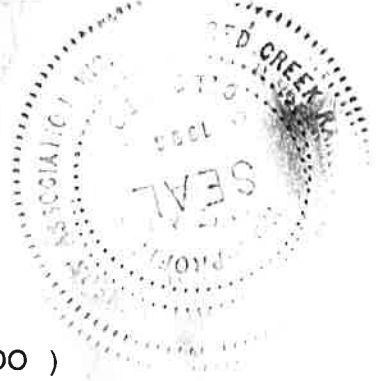
Section 2.2 Improvements. No improvement shall be erected within the Property, except single family dwelling units and accompanying outbuildings or stables and other facilities necessary for the agricultural use of the Property (called Improvements) or as approved in writing by Declarant. All power, telephone, gas, water, wastewater and other utility lines of every nature shall be underground, unless approved I writing by Declarant based on extraordinary ecologic or other construction conditions.

Section 2.3 Storage. No building materials shall be stored on any lot except temporailly during continuous construction of a building or its alteration or improvement.

Section 2.4 Temporary Residence. No pick-up, camper, camp trailer, tent, motor home, or other similar accommodation may occupy a lot other than for recreational purposes, and all mobile homes and modular homes are prohibited. No such facilities may be used as a permanent dwelling.

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RED CREEK RANCH -- VAUGHN, a Colorado Homeowner's Association

By: Howard L. Lammerts  
Howard L. Lammerts, President

STATE OF COLORADO )  
COUNTY OF PUEBLO ) ss.

The foregoing instrument was acknowledged before me this 23 day of SEPT. 2016 by Howard L. Lammerts as president of Red Creek Ranch -- Vaughn.

Witness my hand of official seal.

NICOLE A COLBY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094011491  
MY COMMISSION EXPIRES APRIL 6, 2017

My commission expires: 4-6-17

Nicole A. Colby  
Notary Public



AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
OF RED CREEK RANCH--VAUGHN

THIS INSTRUMENT is made this 23<sup>RD</sup> day of ~~SEPTEMBER~~ 2016 by Red Creek Ranch-- Vaughn, AKA Property Owner's Association, to list amendments and/or additions to the Declaration of Covenants, Conditions, Restrictions, and Easements ("Declarations") Dated June 30, 1995 and Recorded in Book 2814 Page 719 of the Records of Pueblo County, Colorado.

RECITAL

Pursuant to Section 10.3 of the Declaration, with a Transfer of Control date of June 20, 1996, the Association desires to amend or make addition to the Declaration as set forth herein.

Now, therefore, pursuant to the rights accorded to it under Section 10.3 of the Declaration, the Association hereby amends or makes addition to the Declaration as follows:

ARTICLE 3 - DENSITY SETBACK, AND QUALITY STANDARDS

Section 3.7 (Addition to Declaration) - Lighting, outside - No outside/exterior lighting to be sodium vapor, or to be constructed / mounted any higher than highest point of structure. (July 11, 1998)

ARTICLE 5 - ASSOCIATION OPERATION

Section 5.2a (Addition to Declaration) - Officers - Annually elected Association Officers will automatically fill the Board of Directors positions.

ARTICLE 8 - ASSESSMENTS

Section 8.5b (Amendment to Declaration) - Voting percent - By Colorado Law - June 1, 2005, and by Association member vote July 8, 2006, the total voting percentage is changed from 75% to 67%.

Section 8.5c (Amendment to Declaration) Lot Assessment - Effective January 1, 2000 - the annual property (lot) assessment is increased from \$150.00 to \$200.00 per annum.

Section 8.5d (Amendment to Declaration) Lot Assessment - Effective January 1, 2009 - the annual property (lot) assessment is increased from \$200.00 to \$250.00 per annum.

Section 8.5e (Amendment to Declaration) Lot Assessment - Effective January 1, 2015 - the annual property (lot) assessment is increased from \$250.00 to \$350.00 per annum.

ARTICLE 10 - DEFINITIONS AND MISCELLANEOUS

Section 10.4 (Amendment to Declaration) - Same as noted above in Section 8.a5b.

In all other respects, the Declaration is ratified and reaffirmed by the Association.

In WITNESS WHEREOF, the Association has executed this instrument the date and year first written.

ARTICLE 2-PROTECTIVE COVENANTS

Section 2.1-(Amendment to Declaration)