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AMENDED DECLARATIONS
OF
HOMEOWNERS' BENEFITS AND ASSURANCES
FOR
SHENANDOAH SUBDIVISION,
A COLORADO COMMON INTEREST COMMUNITY
(Revised July 22, 2026)

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RECITALS

1. REPLACEMENT OF 2022 AMENDED DECLARATIONS

This Amended Declaration of Homeowners Benefits and Assurances for the Shenandoah Subdivision was approved by the affirmative vote of more than two-thirds of the owners of lots within the Shenandoah Subdivision, pursuant to C.R.S. § 38-33.3-217 and Section 11.07 of the Amended Declaration of Homeowner Benefits and Assurances recorded on December 19, 2022, at Reception No. 1218109, with the La Plata County Clerk and Recorder (hereinafter "2022 Amended Declarations"). Lots included in the Shenandoah Development are as described on Exhibit A attached hereto. This Amended Declaration shall be effective on the date of recording with the La Plata County Clerk and Recorder.

This Amended Declaration of Homeowners Benefits and Assurances shall supersede and replace the 2022 Amended Declarations recorded on December 19, 2022, at Reception No. 1218109, the 2006 Amended Declarations recorded on December 18, 2006, at Reception No. 948348, the Declaration of Homeowner Benefits and Assurances recorded on April 26, 1989, at Reception No. 577381, the Supplemental Declaration of Homeowners Benefits and Assurances recorded on June 31, 1993, at Reception No. 647398, the Supplemental Declaration of Homeowners Benefits and Assurances recorded on November 22, 1993, at Reception No. 658128, and any and all other additional amendments and supplements to the Declaration of Homeowners Benefits and Assurances, recorded on April 26, 1989, at Reception No. 577381, in their entirety.

2. DESCRIPTION OF REAL ESTATE INCLUDED IN SHENANDOAH SUBDIVISION

The provisions of this Declaration shall apply to the lots described on Exhibit A (hereinafter "Lots") attached hereto, and lands depicted and described on the plats referenced therein, all of which are located in La Plata County, Colorado (hereinafter "Shenandoah Subdivision").

3. ADOPTION OF CCIOA

The Shenandoah Subdivision is a planned common interest community, as defined at C.R.S. § 38- 33.3-103. The Shenandoah Homeowners Association, Inc., a non-profit Colorado Corporation, (hereinafter " Association"), owns and manages the common areas of the Shenandoah Subdivision, collects and disburses assessments, has the power to enforce the Benefits and Assurances of the Shenandoah Subdivision, and otherwise manages the Shenandoah Subdivision pursuant to the Declaration of Homeowners Benefits and Assurances, Articles of Incorporation, Bylaws, Governance Policies, Rules and Regulations, Architectural Rules and Guidelines, and Board Resolutions of the Association, as amended from time to time (hereinafter "Governing Documents"). Owners of lots within the Shenandoah Subdivision are Members of the Association (hereinafter " Member(s)" and / or "Lot Owner(s)"). The Association and its Members have elected to be treated as a common interest community created after June 30, 1992, in accordance with the provisions of C.R.S. § 38-33.3-118, thereby accepting the provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et. seq. (hereinafter "CCIOA"). The original statement of election to be treated as a common interest

community, subject to the terms and conditions of CCIOA, has been recorded with the La Plata County Clerk and Recorder, and is effective as of the date of recording pursuant to C.R.S. § 38-33.3-118. In the event of any conflict between the terms of the Associations's Governing Documents and the laws of the State of Colorado, such state laws shall control.

4. INTENT AND PURPOSE

The intent and purpose of these Declarations is to enhance and protect the value, desirability, and attractiveness of the Shenandoah Subdivision. These Declarations shall run with title to any lot within the Shenandoah Subdivision, shall bind all parties having or acquiring any right, title, or interest in the Shenandoah Subdivision, and shall inure to the benefit of each such owner of property within the Shenandoah Subdivision. It is the intent of these Declarations to support the free use and enjoyment of the property by each Lot Owner, while protecting the property values of the other Lot Owners, and ensuring that the natural environment will be disturbed as little as possible.

5. BINDING EFFECT

By accepting a deed or acquiring any ownership interest in any lot within the Shenandoah Subdivision, each Lot Owner, his/her heirs, personal representatives, successors, transferees and assigns, binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Association's Governing Documents, and any amendments thereto.

6. NAME AND OFFICE OF THE HOMEOWNERS' ASSOCIATION

The name of the association that manages business affairs, maintains the roads, and enforces the Governing Documents of the Shenandoah Subdivision is the Shenandoah Homeowners' Association, Inc., a Colorado non-profit corporation. The principal office of the Association shall be a management company as selected by the current Board of Directors, or as otherwise designated by the Board of Directors from time to time.

ARTICLE 1. DEFINITIONS AND AREA DESIGNATIONS.

1.1 Annual Assessments shall mean the charges levied and assessed each year against Lots within the Shenandoah Subdivision pursuant to Article 6 below.

1.2 Architectural Committee or AC shall mean a committee appointed by the Board of Directors of the Association for the purpose of reviewing and approving the design and construction of improvements or changes to lands within the Shenandoah Subdivision.

1.3 Architectural Rules and Guidelines shall mean those guidelines set forth in the Architectural Rules and Guidelines adopted by the Association, the Board, or the AC, for the purpose of providing persons who desire to construct improvements in the Shenandoah Subdivision with design and construction criteria guidelines.

1.4 Articles shall mean the Articles of Incorporation and any amendments thereto for the Shenandoah Homeowners Association, Inc.

1.5 Assessments shall mean both Annual (which in this context shall mean regular) Assessments and Special Assessments.

1.6 Association shall mean the Shenandoah Homeowners Association, Inc., formed for the purpose of furthering the common interests of Owners of all Lots within the Shenandoah Subdivision.

1.7 Board or Board of Directors shall mean the governing Executive Board of the Association.

1.8 Colorado Common Interest Ownership Act (CCIOA) shall mean the Colorado Common Interest Ownership Act, § 38-33.3-101, *et seq.*, which shall be known as "CCIOA".

1.9 Common Expenses shall mean estimated and actual expenditures made or to be made by or on behalf of the Association, together with any allocations to reserve or sinking funds.

1.10 County shall mean La Plata County, Colorado.

1.11 Declaration(s) shall mean this Declaration of Homeowners Benefits and Assurances for Shenandoah Subdivision, a Common Interest Community, as recorded in the real property records of La Plata County, Colorado, and as amended from time to time.

1.12 Lot shall mean any lot described on Exhibit A attached hereto and any duly adopted and approved amendments thereto.

1.13 Member or Members shall mean Owners of lots within the Shenandoah Subdivision. The terms Member and Owner may be used interchangeably.

1.14 Member in Good Standing shall mean a Member who is not in arrears in the payment of amounts due under any of the provisions of the Declarations, Bylaws, or Colorado law, or has not been cited with a violation of the Declarations or Bylaws for a period of 30 days.

- 1.15 Mortgage shall mean any mortgage, deed of trust, or other security instrument creating a real property security interest in any Lot, excluding any statutory, tax, or judicial lien.
- 1.16 Mortgagee shall mean any grantee or beneficiary of a Mortgage.
- 1.17 Mortgagor shall mean any grantor or trustor of a Mortgage.
- 1.18 Neutral Third Party shall mean either a Member in Good Standing or other third party who has no direct involvement in a specific dispute or matter under consideration and who can act impartially.
- 1.19 Outside Road Users shall mean those individuals or entities that have contractual or legal rights to use Shenandoah Subdivision Roads-and are not members of the Association.
- 1.20 Owners or Lot Owners shall mean the persons or legal entity holding record title to a lot within the Shenandoah Subdivision.
- 1.21 Plats shall mean the Plats for the Shenandoah Subdivision referenced in Exhibit A attached hereto and any amendments thereto.
- 1.22 Roads shall mean those access Road easements, including such improvements as bridges, culverts, and the like, throughout the real property shown on the Plats, which provide general access to the Shenandoah Subdivision and its improvements.
- 1.23 Shenandoah Subdivision shall mean the lands described in Exhibit A hereto including, but not necessarily limited to, the Lots, Common Areas, and Roads, and any additions or deletions thereto as permitted under this Declaration.
- 1.24 Short-Term Rental shall mean the renting, leasing, subletting, or use of a lot or premises within the Shenandoah Subdivision, or any portion thereof, for a period of 30 days or less, in exchange for any form of compensation, including monetary funds, trade, or other benefit.
- 1.25 Single Family shall mean an individual or adult couple, regardless of sex or marital status, and their dependent children, including biological children, adopted children, and other children in their lawful custody. Shared occupancy of a residence by dependent parents, siblings, adult children, and / or foster children shall not disqualify a home as a single-family home.

ARTICLE 2. MEMBERSHIP AND VOTING – SHENANDOAH HOMEOWNERS ASSOCIATION, INC.

2.01 Membership and Member Rights and Responsibilities

- A. Any person or entity who owns or acquires title in fee to any Lot or any number of Lots in the Shenandoah Subdivision, by whatever means acquired, shall thereby become a Member of the Association. Membership passes with the ownership of each lot.

B. Members shall be governed by the Association's Governing Documents, all of which may be amended from time to time. Copies of current Governing Documents shall be maintained by the Board of Directors or its managing agent, and shall be made available to Members for inspection, review, and copying, as required by Colorado law.

C. Each Member shall have the same rights, privileges, obligations, and responsibilities as all other Members, including but not limited to the obligation to pay general and special assessments, dues, and fines, as duly passed and adopted by the Board and/or the Association.

2.02 Voting

A. Each Lot carries one and only one vote. Multiple owners, whether individuals or business entity owners, are only entitled to one vote per Lot and must designate one person who shall vote for each Lot.

B. Voting shall otherwise be conducted as specified in the Bylaws, Governance Policies, or as otherwise set forth in specific provisions of the Association's Governing Documents.

ARTICLE 3. MANAGEMENT & DUTIES OF THE HOMEOWNERS' ASSOCIATION

3.01 Board of Directors and Officers

The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board may elect or appoint in accordance with its Governing Documents, as the same may be amended from time to time. The Association, by and through the Board, shall govern and manage the Shenandoah Subdivision, including Association property, and shall enforce the provisions of this Declaration. The Board shall develop and implement any policies, procedures, rules, regulations, and resolutions as necessary for the administration of the affairs of the Association and to uphold these Declarations. New policies, procedures, rules, regulations, and resolutions will be in effect the day they are enacted, however, they will be subject to ratification at the next membership meeting and if not ratified or approved by vote of more than 50% of a quorum of the Members shall be null and void. The Board shall be composed of three members, or such greater number as provided in the Bylaws. The Board may also appoint various committees.

3.02 Qualification, election and terms of the Board Of Directors

Only Members in Good Standing are qualified to serve on the Board of Directors. Board members shall be elected to serve two-year terms. The terms of at least two Board members shall be staggered. Members of the Board shall be elected by the Members of the Association by secret ballot at the annual meeting. Ballots shall be counted by a neutral third party or by a Member who is not a candidate, who attends the meeting at which the vote is held, and who is selected at random from a pool of two or more of such Members. No Member shall be elected to serve more than two consecutive terms. The Board of Directors may fill vacancies in its membership by appointment for the unexpired portion of any term.

3.03 Meetings and notice requirements

- A. Annual meetings. There shall be at least one meeting per calendar year which shall be held at a time and place designated by the Board.
- B. Special and emergency meetings. Special or emergency meetings may be called by the President of the Board, a majority of the Board, or by Members as specified in the Governing Documents or CCIOA.
- C. Form of notice of meetings. Not less than thirty (30) nor more than fifty (50) days in advance of any annual meeting, and not less than then (10) nor more than fifty (50) days in advance of any other meeting of the Members, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered, sent by email, or sent by United States mail to the mailing address of each Member or to any other mailing address designated in writing by the Member. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given pursuant to the Bylaws. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declarations or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board. The form of notice shall also be as provided for in the Bylaws.

3.04 Meetings of the Board of Directors

The Board of Directors shall meet no less than semiannually. Notice and Member participation in regular or special meetings of the Board shall be as specified in the Bylaws.

3.05 Standing Association committees

- A. There shall be five (5) standing committees: the Architectural Committee (AC), the Road Committee, the Entrance Committee, the Welcome Committee, and the Fire Mitigation Committee.
- B. Each committee shall consist of a minimum of three (3) volunteers and an advisory Board member. Volunteer committee members may include Association and non-Association Members, and shall be appointed by the Board. The Board member on the committee shall serve as a non-voting member.
- C. The committees shall elect a chairperson, who shall serve a two-year term. All mid-term appointments will be made by the Board as vacancies occur to fill the balance of the vacated term.
- D. All committee Members serve at the pleasure of the Board.

3.06 Other Association committees

Additional committees may be appointed by the Board when they or the Association Members think that a committee is needed to fulfill a specific need.

3.07 Road maintenance

The Association, acting through its Board, shall be responsible for taking reasonable steps as are necessary to maintain Shenandoah's roads in good and safe condition at all times. This shall include upkeep of roads and shoulders, weed abatement along road easements, ditch upkeep and snowplowing as necessary. During construction, homeowners should advise their contractors that the contractor is liable for repairs of major damage to roads incurred during the construction.

3.08 Enforcement of Covenants

The Association has the right and responsibility to enforce these Declarations through its duly elected Board and its legal representatives without discrimination. The Board's enforcement powers shall be construed broadly, and include the imposition of charges for late payment of Assessments, recovery of reasonable attorney fees and other legal costs, and the levy of fines, as well as any other remedies provided in the Association's Governing Documents and under the laws of Colorado.

3.09 Waiver or abandonment

The failure of the Association to enforce any breach or violation of these Declarations shall not constitute a waiver or abandonment of these Declarations, in whole or in part, nor shall the Association or its Members be estopped from enforcing the terms of these Declarations. These Declarations shall apply regardless of whether any person affected hereby (or having the right to enforce these Declarations) had knowledge of the breach or violation. No covenant(s) contained herein shall be deemed waived or abandoned unless this Declaration is amended to delete such covenant(s).

3.10 Limited liability

Neither the Association nor its past, present, or future officers, directors, employees, authorized agents, or committee members shall be liable to any Owner or to any other person for any damage, act, omission, simple negligence, or other matter of any kind or nature, except gross negligence, when acting on behalf of the Association. Without limiting the foregoing, the Association and the Board shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice.

3.11 Association asset protection

It is the duty of the Association and its Board to protect and secure the assets of the Association. No capital asset may be disposed of or ownership transferred without approval of a more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

3.12 Financial review

The books and records of the Association shall be reviewed using statements on standards for accounting and review services at least once every two years by a person appointed by the Board. Such person need not be a certified public accountant. Copies of reviews shall be made available to any Owner upon request no later than thirty (30) days after completion. The books and records of the Association shall be subject to audit only as required by CCIOA, § 38-33.3-317(2)(a), as amended.

ARTICLE 4. ARCHITECTURAL COMMITTEE ("AC")

4.01 Purpose

The purpose of the Architectural Committee ("AC") shall be to review proposed location and design information for structures and improvements that Members propose to complete within the subdivision, to determine whether the proposed plans conform to the Declarations, the Architectural Rules and Guidelines, and CCIOA, as amended. This review does not include compliance with County building codes or engineering soundness.

4.02 Architectural Rules and Guidelines

The Architectural Rules and Guidelines may be amended, repealed in whole or in part, or added to, by more than 50% vote of the Members at a duly called meeting for that purpose at which a quorum is present.

4.03 Submission of plans for architectural review

A. Prior to applying for a building permit with the County and the commencement of work on any improvements to a Lot, the Owner proposing to make such improvements shall prepare and submit plans to the chairperson of the AC, including such surveys, plat plans, drainage plans, elevation drawings, exterior construction plans, landscaping plans, specifications and samples of materials and colors as the AC shall reasonably request, showing, among other things, the nature, kind, shape, height, width, color, materials, and location of proposed improvements. Plan submission shall be no less than 30 days prior to the commencement of any work.

B. This requirement applies to all buildings, fences, walls, landscaping, grading and any other structure or improvement that may reasonably be visible from the road or Member's adjoining property.

C. If any trees greater than six (6) inches in diameter will be cut down due to construction activities, the Member must have prior approval from the AC.

D. All improvement sites must be temporarily staked prior to the architectural review.

E. Any alterations which significantly change the appearance of a Lot shall not be initiated without prior written approval from the AC.

4.04 Powers and procedures of the AC

- A. The AC shall review and discuss all plans with respect to their conformity to the Governing Documents, as they exists at the time the plans are submitted.
- B. The AC chairperson is responsible for summarizing the position of the committee and notifying the applicant of approval, disapproval, or approval with conditions within thirty (30) days of receipt of the proposed plans. Decisions concerning the approval or denial of a Member's application for improvements shall be made in accordance with standards and procedures set forth in the Governing Documents, and shall not be made arbitrarily or capriciously.
- C. Improvements may not be initiated unless a plan is approved by the AC without conditions or unless the conditions specified are adhered to by the applicant. Violations will be dealt with as specified in Article 7 of these Declarations.

ARTICLE 5. ROAD COMMITTEE

5.01 Purpose

The purpose of the Road Committee shall be to ensure that roads are developed and maintained in a manner consistent with the interests of Association Members and Outside Road Users.

5.02 Normal maintenance

Roads will be maintained to ensure that culverts are clear of obstructions, that water has proper drainage, that cracks and defects in the paving are repaired as part of a regular maintenance schedule, and that necessary shoulder grading is performed.

5.03 Winter maintenance

The Road Committee will have the responsibility to ensure that budget guidelines are established for snow and ice removal. The Committee will determine when it is reasonable and appropriate to have snow removed by a contractor.

ARTICLE 6. ASSESSMENTS

6.01 Purpose of assessments

The purposes of the assessments levied by the Association for common expenses include, without limitation:

- Maintaining the roads, including adequate snowplowing and removal;
- Maintaining facilities and common areas;
- Paying taxes, insurance premiums, legal fees, and other obligations of the Association;
- Enforcing the Governing Documents, as amended;
- Promoting the safety and welfare of the residents in the subdivision;
- Conducting business affairs of the subdivision; and
- Establishing and maintaining reasonable and adequate financial reserves.

6.02 Member obligations

A. Each Owner of any Lot, by acceptance of title to said Lot, whether or not it shall be so expressed in the instrument of conveyance, is deemed to consent and agree to pay the Associations' regular assessments, charges, and special assessments for capital improvements and other purposes.

B. No Owner may waive or otherwise escape liability for Assessments by non-use of services or abandonment of their property or Lot.

6.03 Non-member obligations

Non-members of the Association who utilize roads, and/or other assets of the Association are obligated to pay Assessments and fees in a timely manner as required by the Association. The Board shall set the fees in accordance with contracts, agreements, or by law.

6.04 Annual budget

On or before October 1 of each calendar year, the Board shall adopt a proposed annual budget for the Association for the following calendar year that sets forth:

- i) the Board's estimates of Common Expenses for the next calendar year;
- ii) the amount of funds for such Common Expenses that the Board proposes to raise through Regular Assessments; and
- iii) the amount of funds for such Common Expenses that the Board proposes to raise through Special Assessments.

Within ninety (90) days after adoption of the proposed annual budget, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the approved budget to all of the Members and the budget will be reviewed at the next annual meeting. The annual meeting will be held within the first six (6) months of the calendar year. A Member vote of approval of the budget proposed by the Board is not required. In the absence of a veto by a majority of quorum at the noticed meeting, the proposed budget shall be deemed approved. In the event that the proposed budget is vetoed, the annual budget last proposed by the Board and not vetoed by the Members must be continued until a subsequent budget proposed by the Board is not vetoed by the Members.

6.05 Regular assessments

A. Regular assessments shall be made no less frequently than annually and shall be based on the annual budget adopted by the Association pursuant to Article 6.04 of these Declarations.

B. Increases in annual assessments of more than 15% over the previous year's annual assessment shall be submitted to the Members for approval, and may be adopted only upon the affirmative vote of more than 50% of the members at a duly called meeting for that purpose at which a quorum is present. Increases in annual assessments of 15% or less over the previous year shall not require approval by the Members, and may be adopted by the Board.

C. Regular assessments shall be paid in installments on a quarterly basis, or such other installment periods as the Board may determine from time to time.

6.06 Special Assessments

A. Special Assessments for the purpose of defraying, in whole or in part, costs and fees associated with any construction, reconstruction, repair, or replacement of a capital improvement, enforcement of these Declarations for the benefit of the Members, or other extraordinary expenses, shall be determined and made by the Board in such manner as set forth in the Bylaws, as amended.

B. Special Assessments that would result in an increase in total assessments (special assessments plus annual assessments for that fiscal year) of less than 15% over the previous year's annual assessment may be adopted and levied by the Board. All other special assessments may be adopted only upon the affirmative vote of more than 50% of the Members present at a duly called meeting for that purpose at which a quorum is present.

6.07 Rate of assessments

A. Annual Assessments and Special Assessments shall be fixed based on the amount of the Assessment, less amounts assessed to Outside Road Users pursuant to contracts, agreements, or law, divided by the number of lots within the Shenandoah Subdivision.

B. All Member Assessments will be uniform for all Lots except when penalty assessments are issued because of maintenance or other expenses incurred by the Association as a result of neglect or the like by an Owner.

6.08 Notice of assessment amounts and due dates

A. All Assessments levied by the Association shall be due and payable to the Association, or its designated agent, within thirty (30) days of the issuance and distribution of a written notice of such Assessment. Failure of the Association to timely fix and levy regular assessments for any year or to send a notice thereof to an Owner shall not relieve any Owner of liability of payment of regular Assessments or any installments thereof for that or subsequent years.

B. Notices of assessments and fees shall be distributed to Members electronically or mailed to the last known address of each owner of record if no email address has been provided to the Association. Each owner accepts the responsibility for submitting accurate contact information to the Secretary of the Association or management company whenever necessary.

6.09 Creation of lien and personal obligation for assessments for Members and non-members

A. Any regular assessment, special assessment, late charges, interest, attorneys fees, costs and fines charged pursuant to these Declarations or CCIOA are enforceable as assessments, shall be made and recorded as a lien against the parcel against which the assessment was made and shall also be the personal obligation of the Owner or purchaser of such property. Any unpaid assessment(s) must be paid at the time of closing on a sale or transfer of the property. The lien

and/or the obligation for delinquent assessments shall pass to any new owners or purchasers or successors in title.

B. Multiple interest holders in a single lot are jointly and severally liable for any assessments and/or costs due.

ARTICLE 7. ENFORCEMENT OF GOVERNING DOCUMENTS

7.01 Enforcement by the Association and its Members.

The Association and the Board shall have the right and power to bring suit for legal or equitable relief for the failure to comply with any provision of the Association's Governing Documents, or any action or determination of the Association or its committees. In addition, the Association may have the right to impose on any Member fines for any lack of compliance with provisions of the Governing Documents, pursuant to CCIOA. The Association has promulgated a set of Governing Policies, which, in conjunction with the Associations' other Governing Documents and Colorado law, shall set forth the rights and responsibilities of the Association and its Members, and control the required procedures and systems for managing the Subdivision. The failure of the Association or the Board to insist upon the strict performance of any such provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or relinquishment for the future of any such provision or the enforcement thereof. Any Owner aggrieved by a lack of compliance by another Owner may also bring suit for legal and equitable remedies. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in these Declarations, the prevailing party shall be entitled to reimbursement of its costs and expenses, including reasonable attorney's fees, in connection therewith.

ARTICLE 8. COVENANTS REGARDING THE USE OF EACH LOT

8.01. Single-Family Residence, Guest House, and Outbuilding

A. Dwellings on Lots shall be limited to one single-family residence and one guest house. The residence may not contain less than 2000 square feet of livable area with at least 1500 square feet on the ground floor and shall contain space for at least one vehicle in an enclosed garage. Spaces outside the exterior boundaries of the home, such as garages, porches, decks, barns, etc. shall not be included as livable space. See the Architectural Rules and Guidelines, as amended.

B. Creating a condominium, fractional ownership, or time-share from a single-family residence is prohibited.

C. No Lot, single-family residence, guesthouse, or outbuilding, or any portion thereof, shall be used as a Short-Term Rental, or shall be rented, leased, or subleased for a period of less than three (3) months.

8.02. Rental policy

Homeowners may lease or rent their property in its entirety to a Single Family for a term of not less than three (3) months. A month-to-month tenancy that arises by operation of law following the expiration of the full term of a written lease or rental agreement shall be allowed and recognized by the Association. No other month-to-month tenancies shall be permitted.

Any structure, including a guest house, may not be leased, sublet or rented separately from the primary residence. No portion of any primary residence shall be leased, sublet, or rented to a third-party at any time. Property owners are responsible for ensuring that tenants comply with these Declarations and all other Shenandoah governing documents.

8.03 Business or commercial uses

No commercial, industrial, wholesale, or retail sales operations or businesses may be carried out on any of the Lots in the Subdivision with the exception that home businesses are allowed to the extent defined in local/county land use law so long as there are no client/customer visits within the subdivision and so long as there are no business signs within the subdivision. No Short-Term Rentals in any form shall be allowed within the Subdivision, regardless of the form in which the title to such lot is held.

8.04 Setbacks

All Lots and any Lots which may be annexed shall have a minimum setback for any residential structure of thirty (30) feet from any lot line. This restriction does not apply to fences.

8.05 Residences

A. No residential structure shall be constructed or placed on any of the lots in the subdivision which exceeds thirty (30) feet in height measured from the natural grade under the highest point of the structure to the highest point on the structure (roof ridges).

B. No mobile homes, manufactured homes, modular homes, trailers, temporary building or structure, tents, barns, or recreational vehicles may be used as temporary or permanent residences or guest houses within the subdivision at any time.

C. For each building constructed within the subdivision the owners shall have no more than one (1) year to complete the exterior of the structure.

D. If all or part of a structure is destroyed by fire or any other means, the Owner shall have no more than one (1) year to either rebuild the exterior of the structure or to demolish and remove the structure.

E. Approved temporary storage or work structures may be used only during construction but must be removed within thirty (30) days of the completion of construction.

8.06 Activities which constitute public or private nuisances will not be permitted

A. No noxious or offensive trade or activity may be conducted on any Lot.

- B. No loud or continuous noise which disturbs the peace of the neighborhood is permitted.
- C. All exterior lights must have housing which shields or directionally focuses the light downward to avoid disturbing the adjacent property owners. Motion activated lights, which stay on for ten (10) minutes or less, are exempt. All exterior lighting must comply with County ordinances.

8.07 Firearms, hunting, and wild animal control

A quiet and safe neighborhood is of paramount importance. The discharge of firearms for hunting, target practice, or any other reason is not allowed within the boundaries of the subdivision. If the need arises to control nuisance pests (gophers, voles, prairie dogs, mice, etc.) on your property please consult the Colorado Parks and Wildlife rules and regulations on the subject. Non-lethal practices are encouraged to be tried first. Chemicals or other poisons that could harm pets are prohibited.

8.08 Signs

The following signs are permitted in the Subdivision:

1. Construction and/or permit signs during construction activities, and real estate signs advertising the sale of the property. This group of signs may be no larger than two (2) feet on any side.
2. Individual property entry signs.
3. Subdivision entry signs.
4. Political signs, which are defined as "a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue," shall be allowed ninety (90) days prior to the related election or vote and seven (7) days thereafter. No political sign greater than 60"x36" in dimension shall be allowed.
5. Personal signs and / or the display of a religious item or symbol that are located in a window or on a Lot. No Lot shall have more than three (3) such signs, items, or symbols in aggregate, and each such sign, item, or symbol shall not be larger than 12" x 18" in size.
6. Road signs.
7. Flags may be displayed pursuant to CCIOA. Only one (1) flagpole is permitted per Lot, the size and location of which must comply with the AC Guidelines and applicable County ordinances and permitting, if any.
8. No commercial flags, signs, or other symbols may be displayed on any Lot, other than as specifically described herein.

8.09 Utilities

- A. All wiring and piping for electric, water, gas, telephone, television and other services for all of the lots in the subdivision must be underground and routed to create the least amount of impact on each lot.
- B. Propane tanks shall be buried or sufficiently screened so that they cannot be seen from roads and other Member's property.
- C. Satellite dishes greater than 39" in diameter should be sufficiently screened or located away from public view and the view of adjacent Member's property. Satellite dishes less than 39" in diameter are governed by the Telecommunications Act of 1996.

8.10 Vehicles

- A. Any vehicle which makes an unreasonable amount of noise such as motor bikes, motorcycles, all-terrain vehicles and snowmobiles, may not be ridden for recreational purposes on the roads or lots of the subdivision. Only direct ingress and egress is permitted for such vehicles.
- B. Vehicles such as but not limited to boats, trailers, recreational vehicles, motor homes, campers and tractors must be garaged or parked out of view and not be visible from adjoining Member's property or subdivision roads. Old and disabled vehicles not in use must be promptly removed and not stored on the premises unless garaged.
- C. In the case of a Member preparing and returning from a trip, unscreened RVs may be parked in the Member's driveway for 72 hours to load, and another 72 hours to unload. Out of town visitors may park one unscreened RV or camper in the Member's driveway for up to 30 consecutive or non-consecutive days within the calendar year.
- D. Members may park no more than three passenger vehicles on their Lot that are not fully enclosed in a garage or other permitted structure. Short-term parking by guests and visiting family members shall be permitted.
- E. All parking shall be within the property lines of individual lots. No parking is allowed along Shenandoah's roads, within any easement, or common area.

8.11 Landscaping and natural vegetation

- A. Trees, brush and other vegetation should be thinned around residences for the purpose of establishing a defensible space around structures for wild fire protection and must conform to the Governing Policies, AC Guidelines, and published guidelines established by the Colorado Forest Service.
- B. Trees with active disease or insect infestations must be properly treated and/or cut and removed by the Member so as not to infect neighboring trees.
- C. No tree more than 6 inches in diameter may be cut down without the approval of the AC.
- D. All property owners must comply with County weed abatement rules.

8.12 Animals

- A. Two (2) horses, ponies, mules, or donkeys may be kept providing the lot is at least five (5) acres. One additional animal of the same type may be kept for each additional three (3) acres of lot area.
- B. Commonly accepted household pets, as defined under the Durango Municipal Code, in reasonable numbers may be maintained within a residence for domestic purposes, but not commercial purposes. Household pets shall be on the Owner's Lot or under the Owner's control at all times. The subdivision adopts the domestic animal control laws of the State of Colorado and La Plata County. Household pets shall not be allowed to eliminate excrement in the Common Area or other Lots. Prolonged or excessive barking is not allowed.
- C. Poultry may not be kept in the subdivision.
- D. Wild animals may not be kept as pets in the subdivision.
- E. Exotic animals, such as llamas or alpacas, or any other animals not specifically identified herein, may not be kept within the subdivision unless approved by vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).
- F. Residents must comply with any and all County and state laws regarding pets and livestock. Residents must be particularly observant of the law regarding dogs chasing wildlife.
- G. Farm animals other than as specified above may not be kept in the subdivision unless approved by a vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

8.13 No unlicensed use of roads

The subdivision adopts the motor vehicle laws of the State of Colorado and La Plata County for the subdivision road system which may be enforced by state and local authorities and/or the Association.

8.14 No discrimination in sale of property

In the sale, purchase, use or occupancy of any Lot in the subdivision, there shall be no requirement or qualification based on race, color, creed, sex, or disability.

8.15. Maintenance

- A. All structures shall be kept in good condition, repair, and where appropriate be adequately painted or stained. No structure shall be permitted to fall into disrepair.
- B. Landscaping and native vegetation shall kept in good condition, and dying and degraded vegetation shall be removed from Lots.

C. No garbage, rubbish, trash, or debris shall be allowed to accumulate on the property except for the days of scheduled pickup and then only within containers. Any residual remaining after removal of such containers shall be eliminated promptly by the Member.

D. Natural areas and drainage courses within the Common Area shall not be used for dumping or vehicular traffic and shall be maintained fully open and unobstructed.

E. No lot shall be allowed to present an unsightly appearance. The accumulation of debris, construction materials, and equipment is prohibited except during AC-approved construction. All Lots shall be maintained to ensure that the health of Members is not endangered, they do not emanate offensive noises or odors, or constitute an aggravation, annoyance, or nuisance.

F. No exploration or mining operations of any kind shall be permitted whether involving discovery, exploration, locations, removal, milling or refining and whether related to water, oil, gas, hydrocarbons, gravel, uranium, geothermal steam or otherwise.

G. A Member may not interfere with, hinder, or damage any Common Area, easement, or the area or improvements on any other Lot.

H. No open burning is permitted in the Subdivision. Gas stoves, propane grills, and charcoal barbecues for the purpose of food preparation are permitted, subject to County fire restrictions. Fire pits are allowed and must comply with La Plata County codes and regulations.

8.16 Fences

Fences in the subdivision may be used for decorative, screening and animal enclosure purposes. Fences must be approved by the AC and be constructed with materials as specified in the Architectural Rules and Guidelines.

8.17 Driveways

The driveway entry is part of the visual expression of the subdivision. AC approval is required where an architectural feature is used and must comply with the AC Rules and Guidelines.

8.18 Further subdivision, consolidation and boundary adjustments

Lots having 20 acres or more may be subdivided pursuant to deeds from the original declarant and developer of the Shenandoah Subdivision, provided that no subdivided lot has less than 10 acres of land. Subdivision of such lots must be in strict compliance with the original deed from the declarant and developer of the Shenandoah Subdivision. Lots less than 20 acres, unless provided for in the plat or deed, may not be subdivided. All lot owners will become members of the Association and shall be required to pay dues and Assessments as specified by the Board. Applications for subdivision, lot consolidation, or boundary adjustments must comply with applicable provisions of CCIOA, including, but not limited to, C.R.S. §§ 38-33.3-212 and/or - 213, as amended. Subdivision, consolidation of Lots, and or the relocation, of boundaries between adjoining lots will not be permitted without approval of the Association by affirmative vote of more than 50% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting). Any subdivision of Lots, consolidation of Lots or boundary

adjustments must comply with all regulations and application and approval requirements of La Plata County. All costs and attorney's fees incurred by the Association as a result of an application shall be the sole obligation of the applicant(s), and a deposit against attorney's fees and costs which the Association will incur in reviewing and effectuating the application in an amount reasonably estimated by the Board will be required.

ARTICLE 9. USE OF EASEMENTS IN COMMON AREA

9.01 Restriction on fencing

Easements may not be obstructed.

9.02 Use

A. Permitted uses shall be limited to hiking, jogging, bicycling, snowshoeing, cross-country skiing and horseback riding.

B. Motorized vehicles of any kind are not permitted in easements for recreational purposes.

9.03 Blanket easement

A. There is a blanket easement upon, across, over, and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, gas, telephone, electricity, television cable or communications lines and systems and community sewer lines, if any.

B. Each Lot and Common Area shall be subject to an easement for drainage and runoff from other lots or the Common Area, as the Lot and Common Area are originally designed and constructed with the approval of the AC.

ARTICLE 10. ANNEXATION

10.01 Purpose of annexation

The owners of developed and undeveloped lots that share a common boundary with the subdivision may apply for annexation into the subdivision.

10.02 Procedure

Annexation in this context means that such properties would be added to the real estate included in the Shenandoah Subdivision and would be subject to the Association's Governing Documents, as amended. If the current owner of property that shares a common boundary to the existing subdivision wishes to annex, that person or entity must submit a written request to the Board, which shall then present the request to the Members with any recommendations that it has for a vote on approval / disapproval pursuant to and in accordance with notice and voting provisions in the Declarations and Bylaws, except that annexation may only be approved by the affirmative vote of no less than 67% of Members that are eligible to vote at either a duly called meeting or by mail ballot (no quorum voting). No annexation of lands shall be effectuated without the

necessary amendments to the Declarations, plats or maps executed and recorded pursuant to C.R.S. § 38-33.3-217(3) and (5). Attorney's fees and costs incurred by the Association in reviewing and effectuating an application to annex shall be the sole responsibility of the owners wishing to annex. A deposit for anticipated fees and costs in an amount reasonably estimated by the Board may be required. Related legal issues such as prescriptive easements and rights shall be explored and outlined for the voters as part of the Board communication to the eligible voters.

ARTICLE 11. GENERAL PROVISIONS

11.01 Severability

If one or more provisions in these Declarations, as amended, is found by a court of competent jurisdiction to be invalid for any reason including, but not limited to, waiver or abandonment for lack of enforcement, such finding shall not invalidate any of the other provisions of the Declarations, as amended, and all other provisions shall remain in full force and effect.

11.02 Integration

As of the date of filing of this instrument, there are no other valid declarations, covenants, amendments, or restrictions which apply to the Lots of the Subdivision other than the current Governing Documents, as defined herein. Any and all previous documents other than the existing Governing Documents are hereby revoked and replaced.

11.03 Conflict of Governing Documents

In the event of any conflict between the Association's Governing Documents, the terms of each document shall control in the following order: i) Amended Declarations, ii) the Articles of Incorporation, iii) Bylaws, iv) Governing Policies, v) or Rules & Regulations, Board Resolutions, and AC Guidelines. In the event of any such conflict, non-controlling terms shall automatically be amended, but only to the extent necessary to conform to the conflicting provision thereof.

11.04 Reference to standards

Wherever in this Declaration there is a reference to County standards or other federal, state, or local rules, laws, or regulations, such references shall automatically be waived, released, modified, or amended, as the case may be, to correspond with any subsequent waiver, release, modification or amendment of such rules, laws, regulations, or standards.

11.05 CCIOA provisions

In the event of any conflict between the provisions of CCIOA and the provisions of the Association's Governing Documents, CCIOA shall control. Mandatory minimum provisions of CCIOA that are not included in these Declarations are incorporated by this reference as though fully set forth herein.

11.06 Choice of law and venue

The interpretation, enforcement, or any other matters relative to this Declaration shall be construed and determined in accordance with the laws of the State of Colorado. All parties to this Declaration, or those parties who are benefited by this Declaration, hereby consent to venue for any action commenced with respect to this Declaration being in the District Court in and for the County of La Plata, State of Colorado.

11.07 Amendment

This Declaration and any validly enacted amendments or supplements thereto may be amended or supplemented, in whole or in part, only by affirmative vote of no less than 67% of the total Association Members at either a duly called meeting or by mail ballot (no quorum voting).

[Remainder of page intentionally blank – signature page to follow]

EXHIBIT A

Lot No. / Tract	Owner(s) (as of April 12, 2026)	Lot / Tract Address	Legal Description as per La Plata County Assessor / GIS File (August 11, 2022)
1	Lory Living Trust	78 Bridlewood Lane Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 1, 78 BRIDLEWOOD LN DURANGO 81303
2	Laura de la Garza Revocable Trust	607 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 2 607 COLONIAL DR DURANGO 81303
3	Johnson, Levi and Caroline	625 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 3
4	Lancaster, Larry and Kirsten	709 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 4 709 COLONIAL DR DURANGO 81303
5	Aupperle, Jamie	101 Shenandoah Terrace Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 5 101 SHENANDOAH TERRACE DURANGO 81303
6	The Walsh Trust	774 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 6 774 COLONIAL DR DURANGO 81303
7	Usaitis, Susan	782 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 7 782 COLONIAL DR DURANGO 81303
8	Wagner, Jeffery J. and Hollenbeck, Lisa M.	391 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 8 391 SHENANDOAH RD DURANGO 81303
9	Jane W. Schlesinger Revocable Trust	303 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 9 303 SHENANDOAH RD DURANGO 81303
11	Mauk, Daniel and Graham, Karen	51 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 11 SHENANDOAH S/D AMENDMENT 1 PROJ 88-130 51 TIERRA ALTA DURANGO 81303
13	Nelson, Craig Gordon	307 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 13 307 COLONIAL DR DURANGO 81303
14	RSW Family Trust (Roy)	425 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 14 425 BLUE RIDGE DURANGO 81303
15	Bechtel, Karin S	385 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 15 385 BLUE RIDGE DURANGO 81303
16	David and Valerie Pascetti Hennigan Revocable Trust	185 Shenandoah Terrace Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 16 185 SHENANDOAH TERRACE DURANGO 81303
17	David C. Parr & Katheryn C. Parr Family Revocable Trust	223 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 17 223 BLUE RIDGE DURANGO 81303
18	Baker, Perry	TBD	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 18 SHENANCOAH #2 PROJ 92-124 BLK 0 LOT 18

19	Davison, Alexandra Trust	174 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 19 174 BLUE RIDGE DURANGO 81303
20	Palmer, Megan	290 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 20 290 BLUE RIDGE RD DURANGO 81303
21	Martarano, Jared and Gueli, Sarah	420 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH #2 92-124 Block: 0 Lot: 21 420 BLUE RIDGE DURANGO 81303
22	Wilson, Cindy Lee & Wayne Alan	175 Bridlewood Ln Durango, CO 81303	Section: 5 Township: 34 Range: 10 LOT:22 SHENANDOAH SUBD NO 3 PRO J 92-152
23	Dominic Family Trust	288 Shenandoah Road Durango, CO 81303	PARCEL A SHENANDOAH NO 5: PRO J #93-79 288 SHENANDOAH RD DURANGO 81303
24	Baseggio, Laura	457 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 24 SHENANDOAH #6 PROJ 93-142 457 SHENANDOAH RD DURANGO 81303
25	William D. and Paula H Suits Family Trust	460 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 25 SHENANDOAH #6 PROJ 93-142 460 SHENANDOAH RD DURANGO 81303
26	Byrd, Terri and Anderson, Beverly	31 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 26 SHENANDOAH #6 PROJ 93-142 31 SHILOH CIR DURANGO 81303
27	Wilder, Eugene Sheffield	514 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 27 SHENANDOAH #6 PROJ 93-142 514 SHENANDOAH RD DURANGO 81303
28	JR & LC One, LP	454 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 28 SHENANDOAH #6 PROJ 93-142 454 SHENANDOAH RD DURANGO 81303
29	Musser, Jacob N.	575 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 29 SHENANDOAH #6 PROJ 93-142 575 SHENANDOAH RD DURANGO 81303
30	Robinson, Bradley & Connie Family Trust	621 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 30 SHENANDOAH #6 PROJ 93-142 621 SHENANDOAH RD DURANGO 81303
31	Bradley Family Trust	1057 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 31 SHENANDOAH S/D #6 PROJ 93- 142 1057 SHENANDOAH RD DURANGO 81303
32	McNamara, Jamie & Mitchell	726 Shenandoah Road Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 32 SHENANDOAH #6 PROJ 93-142 726 SHENANDOAH RD DURANGO 81303
33	Hillsman, Dan & Barbara Living Trust	85 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 33 SHENANDOAH #6

			PROJ 93-142 85 BLUE RIDGE DURANGO 81303
34	Baker, Perry J	149 Blue Ridge Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Block: 0 Lot: 34 SHENANDOAH #6 PROJ 93-142 149 BLUE RIDGE DURANGO 81303
35	Bolton, Jonathan & Megan Miquelon	215 Colonial Drive Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 35 SHENANDOAH MES #7 PROJ 93-200 LS 0.255 AC TO CR 141 215 COLONIAL DR DURANGO 81303
37	Atkins, William Henderson	101 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 37 SHENANDOAH SUB #8 101 SHILOH CIR DURANGO 81303
38	McLeod, Scott and Mitzi	159 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 38 SHENANDOAH SUB #8 159 SHILOH CIR DURANGO 81303
39	Knuth, Timothy Living Trust & Tate, Elizabeth	200 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 39 SHENANDOAH SUB #8 200 SHILOH CIR DURANGO 81303
40	Murphy, Russell and Adrienne	160 Shiloh Circle Durango, CO 81303	Subdivision: SHENANDOAH S/D #8 Block: 0 Lot: 40 SHENANDOAH SUB #8 160 SHILOH CIR DURANGO 81303
12R-A	Vincent, Bryan J Trust	85 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 12R-A ELDER SD FINAL PL, LOT 12R WARNER LOT CONS (PROJ 97- 69), PROJ 2006-0321 85 TIERRA ALTA DURANGO 81303
12R-B	Gutierrez, Christopher A & Kirstie M	88 Tierra Alta Durango, CO 81303	Subdivision: SHENANDOAH ALL PROJ Lot: 12R-B ELDER SD FINAL PLAT LOT 12R WARNER LOT CONS (PROJ 97-69), PROJ 2006-0321 88 TIERRA ALTA DURANGO 81303
B-R	Wolf, Lynn B & Khara Lee	156 Shenandoah Road Durango, CO 81303	PARCEL B-R WEIR/INDOORROOPILLY: LOT CONSOLIDATION PROJ #95-94 156 SHENANDOAH RD DURANGO 81303
D	Osias, David L. & Jeanette, Trustees	45 Colonial Lane Durango, CO 81303	Tract: D CAT 1 PROJ 88-126 45 COLONIAL LN DURANGO 81303
E	Loyd, Mark D. and Tara L.	167 Colonial Lane Durango, CO 81303	Tract: E CAT 1 PROJ 88-126 167 COLONIAL LN DURANGO 81303
F-1	Parsons, Brett Sean and Suzanne Forney	255 Colonial Lane Durango, CO 81303	Tract: F1 Section: 5 Township: 34 Range: 10 #95-95 WEIR/GLENGORMLEY MES 255 COLONIAL LN DURANGO 81303
F-2	Perkins, Tammy & Padilla, Monica	701 CR 125 Hesperus, CO 81303	Tract: F2 Section: 32 Township: 35 Range: 10 #95-95 WEIR/GLENGORMLEY MES 701 CR 125 HESPERUS 81326
35 Acres - SE Cor. of Lot 1	Jacobs, Stephen Jay and Connie A.	240 Bridlewood Lane Durango, CO 81303	Section: 5 Township: 34 Range: 10 SE COR OF LOT 1 240 BRIDLEWOOD LN DURANGO 81303
2	Frane-Lake, Lori A & Lake, Thomas A	61 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 2 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 61 SHENANDOAH CIR DURANGO 81303

3	Frane-Lake, Lori A & Lake, Thomas A	60 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 3 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 60 SHENANDOAH CIR DURANGO 81303
4	Sandor, Matthew & Sandra	50 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 4, SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 50 SHENANDOAH CIR DURANGO 81303
5	Fortin, James & Czerwonka, John	51 Shenandoah Circle Durango, CO 81303	Subdivision: SHENANDOAH PEAKS Lot: 5 SHENANDOAH PEAKS FINAL PL, PROJ 2007-0140 51 SHENANDOAH CIR DURANGO 81303
Common Area	Shenandoah Homeowners Association Inc.		Subdivision: SHENANDOAH ALL PROJ DESC: SHENANDOAH MES, NO 7, PROJ 93-200 COMMON AREA

AND SUCH LOTS, LANDS, EASEMENTS AND COMMON AREAS AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" TO THE DECLARATION OF HOMEOWNER BENEFITS AND ASSURANCES RECORDED ON APRIL 26, 1989, AT RECEPTION NO. 577381, LA PLATA COUNTY CLERK AND RECORDER AND IN SHENANDOAH PLATS INCLUDING THE FOLLOWING:

Title	Project	Iva Plata County Clerk & Recorder Rec. No.	Lot(s) / Tract(s)
SHENANDOAH-CATEGORY 1	86-197	542037	Tracts A, B, C & 2 - not included in Association, see LESS AND EXCEPT below,
CAT. 1 PROJECT 88-126	88-126	577372 (Warranty Deed); 577373	Tracts D, E, F
SHENANDOAH WATERLINE EASEMENTS (September 19, 1989)		583413	
SHENANDOAH CAT. I	88-130	584582	Lots 1-10
SHENANDOAH SUBDIVISION AMENDMENT NO. 1	88-130	604095	Lots 11, 12, 13
SHENANDOAH MASTER PLAN	91-54	613919	
SHENANDOAH SUBDIVISION NO. 2	92-124	636624	Lots 14-21
SHENANDOAH SUBDIVISION NO. 3	92-152	637662	Lot 22
SHENANDOAH MINOR EXEMPTION SUBDIVISION NO. 4	92-176	639464	Lot 23
SHENANDOAH SUBDIVISION NO. 5	93-79	676129	Lot 23 Parcels A & B
SHENANDOAH SUBDIVISION NO. 6	93-142	658127	Lots 24-34
SHENANDOAH MINOR EXEMPTION SUBDIVISION NO. 7	93-200	664506	Lots 35, 36, and Common Area
SHENANDOAH SUBDIVISION NO. 8	93-246	675787	Lots 37, 38, 39,40
WE1R/INDOOROPILLY LOT CONSOLIDATION	95-94	691398	Lot B-R (formerly 10 and B)
WEIR / GLENGORMLEY MINOR EXEMPTION SUBDIVISION	95-95	695774	Tracts F1, F2
WARNER LOT CONSOLIDATION	97-69	730897	Lot 12R (Consolidated Lots 12 & 36)
SHENANDOAH PEAKS FINAL PLAT	2007-0140	963078	Shenandoah Peaks Lots 2-5

LESS AND EXCEPT: THE FOLLOWING TRACTS AND LOTS ARE NOT INCLUDED IN THE SHENANDOAH SUBDIVISION PURSUANTO TO THE FINDINGS AND CONCLUSIONS OF THE LA PLATA COUNTY DISTRICT COURT IN ITS ORDER DATED JULY 31, 2003, IN *DUNNE V. SHENANDOAH HOMEOWNERS' ASSOCIATION, INC., ET AL.*, CASE NO 1996-CV-67:

TRACTS 1 AND 2 (HAMMONS) (SHENANDOAH CATEGORY 1; PROJECT 84-87, REC. NO. 498912);

TRACTS A, B, AND C (SHENANDOAH CATEGORY 1 PROJECT NO. 86-197, REC. NO. 542037)

* It is the intent of the Members of the Association to include all lands, lots, common areas, roads and easements that are subject to and included in the 1989 Declarations recorded at Reception No. 577381, and supplements thereto, as of the date of these Amended Declarations. Omission of any lands, lots, common areas, roads, or easements from the above description shall not be construed as an abandonment of any rights or claims of the Association in and to such omitted lands, lots, common areas, roads or easements, or affect the application of these Amended Declarations thereto.