

Archuleta County
Colorado

PROTECTIVE COVENANTS

UNITED REALTY OF DURANGO, INC. being the owner and developer and hereinafter referred to as Developer, CONTINENTAL ESTATES located two miles south of Pagosa Springs and further described as follows:

Legal description attached as EXHIBIT "A"

desiring to insure a harmonious relationship among land users and to protect and enhance real property values, to conserve the natural beauty and to protect its suburban character and to impose protective covenants for the benefit of all present and successive owners of any or all of said properties, do hereby impose the following covenants and restrictions, to wit:

1. All restrictions imposed by this instrument shall run with the land and attach to said lands and to each lot or parcel thereof, and shall be binding upon the present and successive owners thereof until January 1, 1984 at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of said lots, it is agreed to change said restrictions in whole or in part.
2. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, any other owner of any lot or parcel of said lands or subdivision shall have the right by appropriate legal or equitable action, to restrain such violation or attempted violation, and to recover damages therefor.
3. The invalidation of any one, or more, of these covenants by any court of competent jurisdiction, shall not invalidate the remainder, and they shall remain in full force and effect.
4. No residential structure shall be erected, altered, placed, used or remain on any building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private, attached or detached, garage or carport for not more than four cars, provided however, that nothing herein contained shall prohibit the construction, alteration or use of reasonable and necessary outbuildings for maintenance of livestock, exclusive of pigs or swine, for use of recreational or youth project only. Maintenance of any poultry or livestock for commercial purposes is hereby prohibited except for youth 4-H or FFA projects. No more than two (2) cows or horses will be permitted on a three (3) acre lot. One additional animal will be permitted for each additional acre owned in excess of three (3) acres.
5. No building shall be located on any building plot nearer than 75 feet from the front lot line nor nearer than 50 feet from any side street line, nor

CONTINENTAL ESTATES (Cont'd)

nearer than 50 feet to any side lot line. No animal shed or corral shall be located nearer than 100 feet from the front lot line nor nearer than 75 feet from any side street or side lot line. In the event any domestic animals are maintained upon any of such residential lot, such portion of the lot where said animals or poultry are maintained shall be fenced or such animals or poultry shall be penned in such manner as to prevent their straying from the lot where maintained. Domestic animals and poultry, as hereinabove provided may be maintained on said residential lots provided the pens, corrals, barns, sheds or other enclosures are maintained in a clean, orderly and sanitary condition on the rear of the lot, and provided that in the event any animal becomes obnoxious, troublesome, dangerous, excessively noisy, destructive to fences or property or if the owner is unable or fails to confine the animal to his own premises, such animal shall thereupon be immediately removed and no longer maintained within the Subdivision. Dogs should not be allowed to run at large.

6. No noxious trade or activity shall be carried on upon any lot nor shall anything else be done thereon which may become an annoyance or nuisance to the neighborhood. Rubbish and garbage must be kept in suitable containers and disposed of in a sanitary manner. No activity shall be permitted on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected upon any tract, shall at any time be used as a residence, nor shall any structure of a temporary nature be used as a residence, except that during construction of the single family residence upon any subdivision lot the owner may install temporarily a mobile home or trailer as his residence for a period of not to exceed six (6) months or until completion of construction whichever is sooner.

8. No dwelling shall be permitted on any lot of which the ground floor area of the mainstructure, exclusive of one-story open porches and garages, shall be less than 1,000 square feet. Construction of homes shall be completed as soon as reasonably practicable after commencement of construction, but in no case longer than six (6) months.

9. No septic tank or drainage field shall be constructed without approval of plans, designs, specifications, and location on the subdivision lot by the Department of Health and in addition thereto, construction thereof shall comply with all plumbing codes, or other applicable regulations of the County of Archuleta of Colorado.

10. Except as is necessary for construction of dwelling or outbuildings, no lot owner shall obstruct, interfere with, or allow the obstruction or interference with natural drainage of irrigation or rainwater and shall provide a drainage culvert of not less than 18 inches in diameter and 20 feet in length under each driveway abutting any street in the Subdivision.

11. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from an adjoining lot or

CONTINENTAL ESTATES (Cont'd)

which shall materially impair the continuity of the general landscaping of Continental Estates. For this purpose, no fence or hedge erected or maintained shall exceed six (6) feet in height.

Signs will be restricted to One (1) "For Rent" or "For Sale" sign (which shall not be larger than 20 x 26 inches) and one entrance gate sign. No advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered, or permitted on any lot. However, lots 1, 2, 3, 4, and 5, may be used as commercial lots and may display a sign not larger than five (5) feet by eight (8) feet, which may be used to advertise the business being conducted on said lots. However, said advertising signs must be constructed of wood and lettering on same must be carved into the face of sign or raised wooden lettering used. All advertising signs shall be in shades of brown. Lettering on same shall be in natural wood color.

12. Easements for utilities along all lot lines, easements for existing irrigation ditches and dedicated streets are reserved by the developer as indicated on Plat of CONTINENTAL ESTATES recorded in Archuleta County, Colorado.

No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any part of said property within the area of easements reserved as indicated on the plat of the property filed in the Office of the County Clerk of Archuleta County, Colorado.

13. There are existing ditches used to transport irrigation water over and across the lands owned by CONTINENTAL ESTATES and to be conveyed to purchasers of CONTINENTAL ESTATES lots.

Now, THEREFORE, the developer hereby imposes the following covenants on all lots across which Said irrigation ditches are located.

A. No owner of any lot or lots in the CONTINENTAL ESTATES DEVELOPMENT shall be entitled to any right, title, or use of any water from the above mentioned irrigation ditches.

B. Any and all lot boundary fences which cross the existing irrigation ditches shall include in the construction a gate no less than fifteen feet in length at each point where boundary fence crosses said irrigation ditches. All gates shall be centered over existing ditch.

C. Any and all roads and or crossings constructed across said irrigation ditches shall include as part of the construction project a culvert eighteen inches or more in diameter, set on grade with the ditch flow. No culvert shall exceed thirty feet in length and there shall be a minimum of fifty feet spacing between culverts in the event more than one culvert is to be installed in

944

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CONTINENTAL ESTATES (Cont'd)

an area.

D. The legal owner or owners of the irrigation water being transported in above mentioned irrigation ditches shall have the right to inspect, clean and maintain said irrigation ditches at their convenience.

14. The perimeter fencing of CONTINENTAL ESTATES shall be maintained by the developer. However, at such time as any lot is purchased, the purchaser shall be responsible for the maintenance of all perimeter fencing which is on the boundary of said lot.

Lot owners shall not be required to fence their lot or any portion thereof. However, developer shall retain the right to graze livestock on unsold and unfenced areas of CONTINENTAL ESTATES.

15. Prior to the consummation of purchase of any lot or lots in CONTINENTAL ESTATES DEVELOPMENT, the purchaser or purchasers shall obtain a tap commitment from the ARCHULETA WATER COMPANY, INC., insuring domestic water shall be made available to purchaser or purchasers.

16. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1984, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the parcels subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time before January 1, 1984, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such parcels and thereafter by a majority of such owners.

Developer reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any parcel all or any of these Restrictions.

17. GRANTEE'S ACCEPTANCE

A. The grantee of any parcel subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof,

94401

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CONTINENTAL ESTATES (Cont'd)

whether from Declarant or a subsequent owner of such parcel, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreement herein contained, and also the jurisdiction, rights and powers of Developer and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Developer, and to and with the grantees and subsequent owners of any portion of the real property to keep, observe, comply with and perform said Restrictions and agreements.

- B. Each such grantee also agrees by such acceptance to assume, as against Developer, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such parcel.

IN WITNESS THEREOF, UNITED REALTY OF DURANGO, INC. as Developer of CONTINENTAL ESTATES has executed the above covenants as of September 11, 1978.

UNITED REALTY OF DURANGO, INC.

By: 

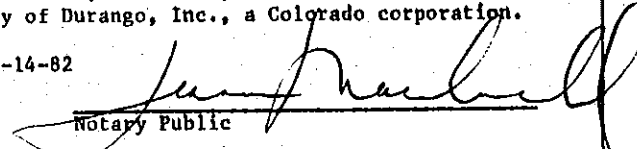
Larry Simmons, President

Attest:


John W. Turner, II, Secretary

The foregoing instrument was acknowledged before me this 11th day of September, 1978 by Larry Simmons, President, and John W. Turner, II, Secretary of United Realty of Durango, Inc., a Colorado corporation.

My Commission Expires: 3-14-82


Notary Public

911-1

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A tract of land situated in Sections 28 and 29, Township 35 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, Colorado and more particularly described as follows:

Beginning at the Southeast Corner of said Section 28, thence S 82° 41' W 435.74 feet to the East Right of Way Line of U.S. Highway No. 84, thence along said Right of Way Line N 1° 01' E 74.76 feet, thence N 57° 52' W 53.66 feet, thence N 7° 46' W 94.66 feet, thence N 15° 49' E 1188.72 feet, thence N 74° 11' E 25.0 feet, thence N 15° 49' W 25.0 feet, thence S 74° 11' W 25.0 feet, thence N 15° 49' W 41.5 feet, thence N 63° 28' E 80.24 feet, thence N 0° 11' E 16.8 feet, thence S 87° 49' E 2676.72 feet, thence S 0° 11' W 526.52 feet, thence N 89° 49' W 387.83 feet, thence S 0° 11' W 716.70 feet, thence S 8° 38' W 1531.18 feet to the point of beginning.

Contains 71.807 acres more or less.

EXHIBIT "A" for Covenants for CONTINENTAL ESTATES DEVELOPMENT

94401

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These covenants are being recorded to correct legal description
error on covenants recorded March 14, 1979 under Reception
No. 94401 in Archuleta County Colorado. and change in #8, pg. 2.

Recorded March 14, 1979 at 1:35 PM
Recpt. No. 95549 Mary Ann Cullen - Recorder
CONTINENTAL ESTATES mac.

Archuleta County
Colorado

PROTECTIVE COVENANTS

UNITED REALTY OF DURANGO, INC. being the owner and developer and hereinafter referred to as Developer, CONTINENTAL ESTATES located two miles south of Pagosa Springs and further described as follows:

Legal description attached as EXHIBIT "A"

desiring to insure a harmonious relationship among land users and to protect and enhance real property values, to conserve the natural beauty and to protect its suburban character and to impose protective covenants for the benefit of all present and successive owners of any or all of said properties, do hereby impose the following covenants and restrictions, to wit:

1. All restrictions imposed by this instrument shall run with the land and attach to said lands and to each lot or parcel thereof, and shall be binding upon the present and successive owners thereof until January 1, 1984 at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of said lots, it is agreed to change said restrictions in whole or in part.
2. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, any other owner of any lot or parcel of said lands or subdivision shall have the right by appropriate legal or equitable action, to restrain such violation or attempted violation, and to recover damages therefor.
3. The invalidation of any one, or more, of these covenants by any court of competent jurisdiction, shall not invalidate the remainder, and they shall remain in full force and effect.
4. No residential structure shall be erected, altered, placed, used or remain on any building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private, attached or detached, garage or carport for not more than four cars, provided however, that nothing herein contained shall prohibit the construction, alteration or use of reasonable and necessary outbuildings for maintenance of livestock, exclusive of pigs or swine, for use of recreational or youth project only. Maintenance of any poultry or livestock for commercial purposes is hereby prohibited except for youth 4-H or FFA projects. No more than two (2) cows or horses will be permitted on a three (3) acre lot. One additional animal will be permitted for each additional acre owned in excess of three (3) acres.
5. No building shall be located on any building plot nearer than 75 feet from the front lot ^{line} nor nearer than 50 feet from any side street line, nor

CONTINENTAL ESTATES (Cont'd)

nearer than 50 feet to any side lot line. No animal shed or corral shall be located nearer than 100 feet from the front lot line nor nearer than 75 feet from any side street or side lot line. In the event any domestic animals are maintained upon any of such residential lot, such portion of the lot where said animals or poultry are maintained shall be fenced or such animals or poultry shall be penned in such manner as to prevent their straying from the lot where maintained. Domestic animals and poultry, as hereinabove provided may be maintained on said residential lots provided the pens, corrals, barns, sheds or other enclosures are maintained in a clean, orderly and sanitary condition on the rear of the lot, and provided that in the event any animal becomes obnoxious, troublesome, dangerous, excessively noisy, destructive to fences or property or if the owner is unable or fails to confine the animal to his own premises, such animal shall thereupon be immediately removed and no longer maintained within the Subdivision. Dogs should not be allowed to run at large.

6. No noxious trade or activity shall be carried on upon any lot nor shall anything else be done thereon which may become an annoyance or nuisance to the neighborhood. Rubbish and garbage must be kept in suitable containers and disposed of in a sanitary manner. No activity shall be permitted on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected upon any tract, shall at any time be used as a residence, nor shall any structure of a temporary nature be used as a residence, except that during construction of the single family residence upon any subdivision lot the owner may install temporarily a mobile home or trailer as his residence for a period of not to exceed six (6) months or until completion of construction whichever is sooner.

8. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet. Construction of homes shall be completed as soon as reasonably practicable after commencement of construction, but in no case longer than six (6) months.

9. No septic tank or drainage field shall be constructed without approval of plans, designs, specifications, and location on the subdivision lot by the Department of Health and in addition thereto, construction thereof shall comply with all plumbing codes, or other applicable regulations of the County of Archuleta of Colorado.

10. Except as is necessary for construction of dwelling or outbuildings, no lot owner shall obstruct, interfere with, or allow the obstruction or interference with natural drainage of irrigation or rainwater and shall provide a drainage culvert of not less than 18 inches in diameter and 20 feet in length under each driveway abutting any street in the Subdivision.

11. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from an adjoining lot or

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CONTINENTAL ESTATES (Cont'd)

which shall materially impair the continuity of the general landscaping of Continental Estates. For this purpose, no fence or hedge erected or maintained shall exceed six (6) feet in height.

Signs will be restricted to One (1) "For Rent" or "For Sale" sign (which shall not be larger than 20 x 26 inches) and one entrance gate sign. No advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered, or permitted on any lot. However, lots 1, 2, 3, 4, and 5, may be used as commercial lots and may display a sign not larger than five (5) feet by eight (8) feet, which may be used to advertise the business being conducted on said lots. However, said advertising signs must be constructed of wood and lettering on same must be carved into the face of sign or raised wooden lettering used. All advertising signs shall be in shades of brown. Lettering on same shall be in natural wood color.

12. Easements for utilities along all lot lines, easements for existing irrigation ditches and dedicated streets are reserved by the developer as indicated on Plat of CONTINENTAL ESTATES recorded in Archuleta County, Colorado.

No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any part of said property within the area of easements reserved as indicated on the plat of the property filed in the Office of the County Clerk of Archuleta County, Colorado.

13. There are existing ditches used to transport irrigation water over and across the lands owned by CONTINENTAL ESTATES and to be conveyed to purchasers of CONTINENTAL ESTATES lots.

Now, THEREFORE, the developer hereby imposes the following covenants on all lots across which Said irrigation ditches are located.

A. No owner of any lot or lots in the CONTINENTAL ESTATES DEVELOPMENT shall be entitled to any right, title, or use of any water from the above mentioned irrigation ditches.

B. Any and all lot boundary fences which cross the existing irrigation ditches shall include in the construction a gate no less than fifteen feet in length at each point where boundary fence crosses said irrigation ditches. All gates shall be centered over existing ditch.

C. Any and all roads and or crossings constructed across said irrigation ditches shall include as part of the construction project a culvert eighteen inches or more in diameter, set on grade with the ditch flow. No culvert shall exceed thirty feet in length and there shall be a minimum of fifty feet spacing between culverts in the event more than one culvert is to be installed in

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CONTINENTAL ESTATES (Cont'd)

an area.

- D. The legal owner or owners of the irrigation water being transported in above mentioned irrigation ditches shall have the right to inspect, clean and maintain said irrigation ditches at their convenience.

14. The perimeter fencing of CONTINENTAL ESTATES shall be maintained by the developer. However, at such time as any lot is purchased, the purchaser shall be responsible for the maintenance of all perimeter fencing which is on the boundary of said lot.

Lot owners shall not be required to fence their lot or any portion thereof. However, developer shall retain the right to graze livestock on unsold and unfenced areas of CONTINENTAL ESTATES.

15. Prior to the consummation of purchase of any lot or lots in CONTINENTAL ESTATES DEVELOPMENT, the purchaser or purchasers shall obtain a tap commitment from the ARCHULETA WATER COMPANY, INC., insuring domestic water shall be made available to purchaser or purchasers.

16. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1984, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the parcels subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time before January 1, 1984, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such parcels and thereafter by a majority of such owners.

Developer reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any parcel all or any of these Restrictions.

17. GRANTEE'S ACCEPTANCE

- A. The grantee of any parcel subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof,

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CONTINENTAL ESTATES (Cont'd)

whether from Declarant or a subsequent owner of such parcel, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreement herein contained, and also the jurisdiction, rights and powers of Developer and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Developer, and to and with the grantees and subsequent owners of any portion of the real property to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees by such acceptance to assume, as against Developer, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such parcel.

IN WITNESS THEREOF, UNITED REALTY OF DURANGO, INC. as Developer of CONTINENTAL ESTATES has executed the above covenants as of September 11, 1978.

UNITED REALTY OF DURANGO, INC.

By: [Signature]
Larry Simmons, President

Attest:

[Signature]
John W. Turner, II, Secretary

The foregoing instrument was acknowledged before me this 11th day of September, 1978 by Larry Simmons, President, and John W. Turner, II, Secretary of United Realty of Durango, Inc., a Colorado corporation.

My Commission Expires: 3-14-82

[Signature]
Notary Public

BOOK 166 PAGE

A tract of land situated in Sections 30 and 29, Township 35 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, Colorado and more particularly described as follows: Beginning at the Southeast Corner of said Section 30, thence S 82° 41' W 435.74 feet to the East Right of Way Line of U. S. Highway No. 84, thence along said Right of Way Line N 1° 01' E 74.76 feet, thence N 57° 52' W 53.66 feet, thence N 9° 46' W 94.66 feet, thence N 15° 49' E 1188.72 feet, thence N 74° 11' E 25.0 feet, thence N 15° 49' W 25.0 feet, thence S 74° 11' W 25.0 feet, thence N 15° 49' W 41.5 feet, thence N 69° 28' E 80.24 feet, thence N 0° 11' E 16.8 feet, thence S 89° 49' E 2676.72 feet, thence S 0° 11' W 526.52 feet, thence N 89° 49' W 389.83 feet, thence S 0° 11' W 716.70 feet, thence S 84° 38' W 1531.18 feet to the point of beginning.

Contains 71.807 acres more or less.

CONTINENTAL ESTATES

Archuleta County
Colorado

PROTECTIVE COVENANTS

UNITED REALTY OF DURANGO, INC. being the owner and developer and hereinafter referred to as Developer, CONTINENTAL ESTATES located two miles south of Pagosa Springs and further described as follows:

Legal description attached as EXHIBIT "A"

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1. All restrictions imposed by this instrument shall run with the land and attach to said lands and to each lot or parcel thereof, and shall be binding upon the present and successive owners thereof until January 1, 1984 at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of said lots, it is agreed to change said restrictions in whole or in part.
2. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, any other owner of any lot or parcel of said lands or subdivision shall have the right by appropriate legal or equitable action, to restrain such violation or attempted violation, and to recover damages therefor.
3. The invalidation of any one, or more, of these covenants by any court of competent jurisdiction, shall not invalidate the remainder, and they shall remain in full force and effect.
4. No residential structure shall be erected, altered, placed, used or remain on any building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private, attached or detached, garage or carport for not more than four cars, provided however, that nothing herein contained shall prohibit the construction, alteration or use of reasonable and necessary outbuildings for maintenance of livestock, exclusive of pigs or swine, for use of recreational or youth project only. Maintenance of any poultry or livestock for commercial purposes is hereby prohibited except for youth 4-H or FFA projects. No more than two (2) cows or horses will be permitted on a three (3) acre lot. One additional animal will be permitted for each additional acre owned in excess of three (3) acres.

These covenants are being recorded to amend covenants recorded June 29, 1979 under reception No. 95549 in Archuleta County, Colorado.

5. No building shall be located on any building plot nearer than 75 feet from the front lot line nor nearer than 50 feet from any side street line, nor nearer than 50 feet to any side lot line. No animal shed or corral shall be located nearer than 100 feet from the front lot line nor nearer than 75 feet from any side street or side lot line. In the event any domestic animals are maintained upon any of such residential lot, such portion of the lot where said animals or poultry are maintained shall be fenced or such animals or poultry shall be penned in such manner as to prevent their straying from the lot where maintained. Domestic animals and poultry, as hereinabove provided may be maintained on said residential lots provided the pens, corrals, barns, sheds or other enclosures are maintained in a clean, orderly and sanitary condition on the rear of the lot, and provided that in the event any animal becomes obnoxious, troublesome, dangerous, excessively noisy, destructive to fences or property or if the owner is unable or fails to confine the animal to his own premises, such animal shall thereupon be immediately removed and no longer maintained within the Subdivision. Dogs should not be allowed to run at large.

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8. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet. Construction of homes shall be completed as soon as reasonably practicable after commencement of construction, but in no case longer than six (6) months.

9. No septic tank or drainage field shall be constructed without approval of plans, designs, specifications, and location on the subdivision lot by the Department of Health and in addition thereto, construction thereof shall comply with all plumbing codes, or other applicable regulations of the County of Archuleta of Colorado.

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No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any part of said property within the area of easements reserved as indicated on the plat of the property filed in the Office of the County Clerk of Archuleta County, Colorado.

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than fifteen feet in length at each point where boundary fence crosses said irrigation ditches. All gates shall be centered over existing ditch.

- C. Any and all roads and or crossings constructed across said irrigation ditches shall include as part of the construction project a culvert eighteen inches or more in diameter, set on grade with a ditch flow. No culvert shall exceed thirty feet in length and there shall be a minimum of fifty feet spacing between culverts in the event more than one culvert is to be installed in an area.
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Lot owners shall not be required to fence their lot or any portion thereof. However, developer shall retain the right to graze livestock on unsold and unfenced areas of CONTINENTAL ESTATES.

All utilities installed by lot owners shall be underground.

15. Prior to the consummation of purchase of any lot or lots in CONTINENTAL ESTATES DEVELOPMENT, the purchaser or purchasers shall obtain a tap commitment from the ARCHULETA WATER COMPANY, INC., insuring domestic water shall be made available to purchaser or purchasers.

16. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1984, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the parcels subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time before January 1, 1984, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3rds) of such parcels and thereafter by a majority of such owners.

Developer reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any parcel all or any of these Restrictions.

17. GRANTEE'S ACCEPTANCE

A. The grantee of any parcel subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such parcel, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreement herein contained, and also the jurisdiction, rights and powers of Developer and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Developer, and to and with the grantees and subsequent owners of any portion of the real property to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees by such acceptance to assume, as against Developer, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such parcel.

IN WITNESS THEREOF, UNITED REALTY OF DURANGO, INC. as Developer of CONTINENTAL ESTATES has executed the above covenants as of January 10, 1980.

UNITED REALTY OF DURANGO, INC.

By: *Larry Simmons*
Larry Simmons, President



Phillip R. McClendon
Phillip R. McClendon, Secretary

The foregoing instrument was acknowledged before me this 10th day of January, 1980 by Larry Simmons, President, and Phillip R. McClendon, Secretary of United Realty of Durango, Inc., a Colorado Corporation.

My Commission Expires: 7-20-83



J. Moore
Notary Public

BOOK 171 PAGE 433

EXHIBIT A

A tract of land situated in Sections 30 and 29, Township 35 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, Colorado and more particularly described as follows: Beginning at the Southeast Corner of said Section 30, thence S $82^{\circ} 41'$ W 435.74 feet to the East Right of Way Line of U. S. Highway No. 84, thence along said Right of Way Line N $1^{\circ} 01'$ E 74.76 feet, thence N $57^{\circ} 52'$ W 53.66 feet, thence N $90^{\circ} 46'$ W 94.66 feet, thence N $15^{\circ} 49'$ E 1188.72 feet, thence N $74^{\circ} 11'$ E 25.0 feet, thence N $15^{\circ} 49'$ W 25.0 feet, thence S $74^{\circ} 11'$ W 25.0 feet, thence N $15^{\circ} 49'$ W 41.5 feet, thence N $69^{\circ} 28'$ E 80.24 feet, thence N $0^{\circ} 11'$ E 16.8 feet, thence S $89^{\circ} 49'$ E 2676.72 feet, thence S $0^{\circ} 11'$ W 526.52 feet, thence N $89^{\circ} 49'$ W 389.83 feet, thence S $0^{\circ} 11'$ W 716.70 feet, thence S $84^{\circ} 38'$ W 1531.18 feet to the point of beginning.

Contains 71.807 acres more or less.

#98515

BOOK 171 PAGE 433A

CONSENT TO AMEND COVENANTS ON UNIT ONE, CONTINENTAL
ESTATES DEVELOPMENT, ARCHULETA COUNTY, COLORADO

The undersigned as record owner(s) of Lot(s) 16,
UNIT ONE, Continental Estates Development, Archuleta County,
Colorado, agree to the following changes in those covenants.

1. Paragraph 7. Omit "except that during construction of the
single family residence upon any subdivision lot the owner may
install temporarily a mobile home or trailer as his residence
for a period not to exceed six (6) months or until completion
of construction whichever is sooner."

Add Recreational vehicles may be parked on lots as resi-
dences for a period not to exceed three months.

2. Paragraph 14. Add Overhead electric transmission lines
may be constructed along the North and South boundaries of
Unit One.

3. Paragraph 15. Amend to read as follows. Prior to the
consummation of purchase of any lot or lots in Continental
Estates Development, the purchaser or purchasers should obtain
a tap commitment from the Archuleta Water Company, Inc.,
insuring domestic water be made available to purchaser or
purchasers.

Sandy L. Northcutt DATE 3/30/84
Sandy L. Northcutt

Virginia E. Northcutt DATE 3-30-84
Virginia E. Northcutt

132897

CONSENT TO AMEND COVENANTS ON UNIT ONE, CONTINENTAL
ESTATES DEVELOPMENT, ARCHULETA COUNTY, COLORADO

The undersigned as record owner(s) of Lot(s) 19,
UNIT ONE, Continental Estates Development, Archuleta County,
Colorado, agree to the following changes in those covenants.

1. Paragraph 7. Omit "except that during construction of the
single family residence upon any subdivision lot the owner may
install temporarily a mobile home or trailer as his residence
for a period not to exceed six (6) months or until completion
of construction whichever is sooner."

Add Recreational vehicles may be parked on lots as resi-
dences for a period not to exceed three months.

2. Paragraph 14. Add Overhead electric transmission lines
may be constructed along the North and South boundaries of
Unit One.

3. Paragraph 15. Amend to read as follows. Prior to the
consummation of purchase of any lot or lots in Continental
Estates Development, the purchaser or purchasers should obtain
a tap commitment from the Archuleta Water Company, Inc.,
insuring domestic water be made available to purchaser or
purchasers.

N.B. Lockmiller DATE 3-17-84
N.B. LOCKMILLER

Betty Lee Lockmiller 3/17/84
BETTY LEE LOCKMILLER

CONSENT TO AMEND COVENANTS ON UNIT ONE, CONTINENTAL
ESTATES DEVELOPMENT, ARCHULETA COUNTY, COLORADO

The undersigned as record owner(s) of Lot(s) ¹⁻²⁻³⁻⁴⁻⁵⁻⁹⁻10-17 and 20,
UNIT ONE, Continental Estates Development, Archuleta County,
Colorado, agree to the following changes in those covenants.

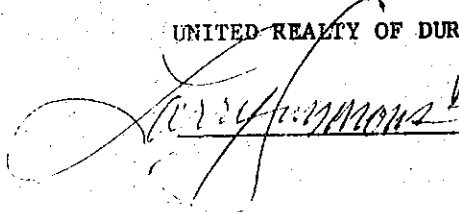
1. Paragraph 7. Omit "except that during construction of the
single family residence upon any subdivision lot the owner may
install temporarily a mobile home or trailer as his residence
for a period not to exceed six (6) months or until completion
of construction whichever is sooner."

Add Recreational vehicles may be parked on lots as resi-
dences for a period not to exceed three months.

2. Paragraph 14. Add Overhead electric transmission lines
may be constructed along the North and South boundaries of
Unit One.

3. Paragraph 15. Amend to read as follows. Prior to the
consummation of purchase of any lot or lots in Continental
Estates Development, the purchaser or purchasers should obtain
a tap commitment from the Archuleta Water Company, Inc.,
insuring domestic water be made available to purchaser or
purchasers.

UNITED REALTY OF DURANGO, INC.

 ^{WAL}
DATE 8-4-16-84

DATE _____

102697

State of Colorado Recorded MAY -1 1984 9:31 A.M.
Archuleta County Recpt 172838 Martha Valdez-Recorder

UNIT ONE
CONTINENTAL ESTATES

Archuleta County
Colorado

PROTECTIVE COVENANTS

UNITED REALTY OF DURANGO, INC. being the owner and developer and hereinafter referred to as Developer, CONTINENTAL ESTATES located two miles south of Pagosa Springs and further described as follow:

Legal description attached as EXHIBIT "A"

desiring to insure a harmonious relationship among land users and to protect and enhance real property values, to conserve the natural beauty and to protect its suburban character and to impose protective covenants for the benefit of all present and successive owners of any or all of said properties do hereby impose the following covenants and restrictions, to wit:

1. All restrictions imposed by this instrument shall run with the land and attach to said lands and to each lot or parcel thereof, and shall be binding upon the present and successive owners thereof until January 1, 1984 at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of said lots, it is agreed to change said restrictions in whole or in part.
2. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, any other owner of any lot or parcel of said lands or subdivision shall have the right by appropriate legal or equitable action, to restrain such violation or attempted violation, and to recover damages therefor.
3. The invalidation of any one, or more, of these covenants by any court of competent jurisdiction, shall not invalidate the remainder, and they shall remain in full force and effect.
4. No residential structure shall be erected, altered, placed, used or remain on any building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private, attached or detached, garage or carport for lot

CONTINENTAL ESTATES(#4 Cont'd)

more than four cars, provided however, that nothing herein contained shall prohibit the construction, alteration or use of reasonable and necessary outbuildings for maintenance of livestock, exclusive of pigs or swine, for use of recreational or youth project only. Maintenance of any poultry or livestock for commercial purposes is hereby prohibited except for youth 4-H or FFA projects. No more than two (2) cows or horses will be permitted on a three (3) acre lot. One additional animal will be permitted for each additional acre owned in excess of three (3) acres.

5. No building shall be located on any building plot nearer than 75 feet from the front lot line nor nearer than 50 feet from any side street line, nor nearer than 50 feet to any side lot line. No animal shed or corral shall be located nearer than 100 feet from the front lot line nor nearer than 75 feet from any side street or side lot line. In the event any domestic animals are maintained upon any of such residential lot, such portion of the lot where said animals or poultry are maintained shall be fenced or such animals or poultry shall be penned in such manner as to prevent their straying from the lot where maintained. Domestic animals and poultry, as hereinabove provided may be maintained on said residential lots provided the pens, corrals, barns, sheds or other enclosures are maintained in a clean, orderly and sanitary condition on the rear of the lot, and provided that in the event any animal becomes obnoxious, troublesome, dangerous, excessively noisy, destructive to fences or property or if the owner is unable or fails to confine the animal to his own premises, such animal shall thereupon be immediately removed and no longer maintained within the Subdivision. Dogs should not be allowed to run at large.

6. No noxious trade or activity shall be carried on upon any lot nor shall anything else be done thereon which may become an annoyance or nuisance to the neighborhood. Rubbish and garbage must be kept in suitable containers and disposed of in a sanitary manner. No activity shall be permitted on any lot, nor shall

CONTINENTAL ESTATES (#6 Cont'd)

anything be done thereon, which may be or become any annoyance or nuisance to the neighborhood.

7. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected upon any tract, shall at any time be used as a residence, nor shall any structure of a temporary nature be used as a residence. Recreational vehicles may be parked on lots as residences for a period not to exceed three months.

8. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet. Construction of homes shall be completed as soon as reasonably practicable after commencement of construction, but in no case longer than six (6) months.

9. No septic tank or drainage field shall be constructed without approval of plans, designs, specifications, and location on the subdivision lot by the Department of Health and in addition thereto, construction thereof shall comply with all plumbing codes, or other applicable regulations of the County of Archuleta of Colorado.

10. Except as is necessary for construction of dwellings or outbuildings, no lot owner shall obstruct, interfere with, or allow the obstruction or interference with natural drainage of irrigation or rainwater and shall provide a drainage culvert of not less than 18 inches in diameter and 20 feet in length under each driveway abutting any street in the Subdivision.

11. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping of Continental Estates. For this purpose, no fence or hedge erected or maintained shall exceed six (6) feet in height.

Signs will be restricted to one (1) "For Rent" or "For Sale" sign

CONTINENTAL ESTATES (#11 Cont'd)

(which shall not be larger than 20 x 26 inches) and one entrance gate sign. No advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered, or permitted on any lot. However, lots 1, 2, 3, 4, and 5, may be used as commercial lots and may display a sign not larger than five (5) feet by eight (8) feet, which may be used to advertise the business being conducted on said lots. However, said advertising signs must be constructed of wood and lettering on same must be carved into the face of sign or raised wooden lettering used. All advertising signs shall be in shades of brown.

12. Easements for utilities along all lot lines, easements for existing irrigation ditches and dedicated streets are reserved by the developer as indicated on Plat of CONTINENTAL ESTATES recorded in Archuleta County, Colorado.

No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any part of said property within the area of easements reserved as indicated on the plat of the property filed in the Office of the County Clerk of Archuleta County, Colorado.

13. There are existing ditches used to transport irrigation water over and across the lands owned by CONTINENTAL ESTATES.

Now, THEREFORE, the developer hereby imposes the following covenants on all lots across which Said irrigation ditches are located.

- A. No owner of any lot or lots in the CONTINENTAL ESTATES DEVELOPMENT shall be entitled to any right, title, or use of any water from the above mentioned irrigation ditches.
- B. Any and all lot boundary fences which cross the existing irrigation ditches shall include in the construction a gate no less than fifteen feet in length at each point where boundary fence crosses said irrigation ditches. All gates shall be centered over existing ditch.

122598

CONTINENTAL ESTATES (#13 Cont'd)

- C. Any and all roads and or crossings constructed across said irrigation ditches shall include as part of the construction project a culvert eighteen inches or more in diameter, set on grade with a ditch flow. No culvert shall exceed thirty feet in length and there shall be a minimum of fifty feet spacing between culverts in the event more than one culvert is to be installed in an area.
- D. The legal owner or owners of the irrigation water being transported in above mentioned irrigation ditches shall have the right to inspect, clean and maintain said irrigation ditches at their convenience.

14. The perimeter fencing of CONTINENTAL ESTATES shall be maintained by the developer. However, at such time as any lot is purchased, the purchaser shall be responsible for the maintenance of all perimeter fencing which is on the boundary of said lot.

Lot owners shall not be required to fence their lot or any portion thereof. However, developer shall retain the right to graze livestock on unsold and unfenced areas of CONTINENTAL ESTATES.

All utilities installed by lot owners shall be underground.

Overhead electric transmission lines may be constructed along the North and South boundaries of Unit One.

15. Prior to the consummation of purchase of any lot or lots in CONTINENTAL ESTATES DEVELOPMENT, the purchaser or purchasers should obtain a tap commitment from the Archuleta Water Company, Inc., insuring domestic water be made available to purchaser or purchasers.

16. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1984, after which time the

same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the parcels subject thereto has been recorded, agreeing to change the covenants in whole or part, provided, however, that at any time before January 1, 1984, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3rds) of such parcels and thereafter by a majority of such owners.

Developer reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any parcel all or any of these Restrictions.

17. GRANTEE'S ACCEPTANCE

- A. The grantee of any parcel subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such parcel, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreement herein contained, and also the jurisdiction, rights and powers of Developer and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Developer, and to and with the grantees and subsequent owners of any portion of the real property to keep, observe, comply with and perform said Restrictions and agreements.
- B. Each such grantee also agrees by such acceptance to assume, as against Developer, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such parcel.

CONTINENTAL ESTATES (Cont's)

IN WITNESS THEREOF, UNITED REALTY OF DURANGO, INC. as Developer
of CONTINENTAL ESTATES has executed the above covenants as of
March 30, 1984.

UNITED REALTY OF DURANGO, INC.

By: *Larry Simmons*

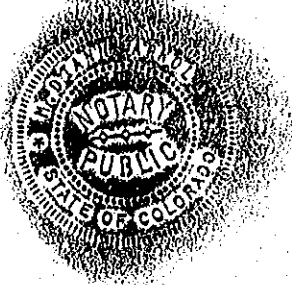
Larry Simmons, President

Phillip R. McClendon

Phillip R. McClendon, Secretary

The foregoing instrument was acknowledged before me this
18th day of ^{April} ~~March~~, 1984 by Larry Simmons, President, and
Phillip R. McClendon, Secretary of United Realty of Durango, Inc.,
a Colorado Corporation.

My Commission Expires: 6-11-87



M. Diana Arnold
Notary Public

125 W. 10th St
Durango, CO 81301

122198

BOOK 210 PAGE 486

EXHIBIT A

RECORDERS NOTE:
THIS IS A COPY.

A tract of land situated in Sections 30 and 29, Township 35 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, Colorado and more particularly described as follows: Beginning at the Southeast Corner of said Section 30, thence S 82° 41' W 435.74 feet to the East Right of Way Line of U. S. Highway No. 84, thence along said Right of Way Line N 1° 01' E 74.76 feet, thence N 57° 52' W 53.66 feet, thence N 9° 46' W 94.66 feet, thence N 15° 49' E 1188.72 feet, thence N 74° 11' E 25.0 feet, thence N 15° 49' W 25.0 feet, thence S 74° 11' W 25.0 feet, thence N 15° 49' W 41.5 feet, thence N 69° 28' E 80.24 feet, thence N 0° 11' E 16.8 feet, thence S 89° 49' E 2676.72 feet, thence S 0° 11' W 526.52 feet, thence N 89° 49' W 389.83 feet, thence S 0° 11' W 716.70 feet, thence S 84° 38' W 1531.18 feet to the point of beginning.

Contains 71.807 acres more or less.

#98515

BOOK 171 PAGE 433 A

(7)

UNIT ONE
CONTINENTAL ESTATES
Archuleta County
Colorado

INDEXED

PROTECTIVE COVENANTS

UNITED REALTY OF DURANGO, INC. being the owner and developer and hereinafter referred to as Developer, CONTINENTAL ESTATES located two miles south of Pagosa Springs and further described as follow:

Legal description attached as EXHIBIT "A"

desiring to insure a harmonious relationship among land users and to protect and enhance real property values, to conserve the natural beauty and to protect its suburban character and to impose protective covenants for the benefit of all present and successive owners of any or all of said properties do hereby impose the following covenants and restrictions, to wit:

1. All restrictions imposed by this instrument shall run with the land and attach to said lands and to each lot or parcel thereof, and shall be binding upon the present and successive owners thereof until January 1, 1984 at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of said lots, it is agreed to change said restrictions in whole or in part.
2. If the parties hereto, their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, any other owner of any lot or parcel of said lands or subdivision shall have the right by appropriate legal or equitable action, to restrain such violation or attempted violation, and to recover damages therefor.
3. The invalidation of any one, or more, of these covenants by any court of competent jurisdiction, shall not invalidate the remainder, and they shall remain in full force and effect.
4. No residential structure shall be erected, altered, placed, used or remain on any building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private, attached or detached, garage or carport for not

ARCHULETA COUNTY, CO 0185447 03/03/1992 03:40
BK 363 PG 15 JUNE MADRID, RECORDER

CONTINENTAL ESTATES (#4 Cont'd)

more than four cars, provided however, that nothing herein contained shall prohibit the construction, alteration or use of reasonable and necessary outbuildings for maintenance of livestock, exclusive of pigs or swine, for use of recreational or youth project only. Maintenance of any poultry or livestock for commercial purposes is hereby prohibited except for youth 4-H or FFA projects. No more than two (2) cows or horses will be permitted on a three (3) acre lot. One additional animal will be permitted for each additional acre owned in excess of three (3) acres.

5. No building shall be located on any building plot nearer than 75 feet from the front lot line nor nearer than 50 feet from any side street line, nor nearer than 50 feet to any side lot line. No animal shed or corral shall be located nearer than 100 feet from the front lot line nor nearer than 75 feet from any side street or side lot line. In the event any domestic animals are maintained upon any of such residential lot, such portion of the lot where said animals or poultry are maintained shall be fenced or such animals or poultry shall be penned in such manner as to prevent their straying from the lot where maintained. Domestic animals and poultry, as hereinabove provided may be maintained on said residential lots provided the pens, corrals, barns, sheds or other enclosures are maintained in a clean, orderly and sanitary condition on the rear of the lot, and provided that in the event any animal becomes obnoxious, troublesome, dangerous, excessively noisy, destructive to fences or property or if the owner is unable or fails to confine the animal to his own premises, such animal shall thereupon be immediately removed and no longer maintained within the Subdivision. Dogs should not be allowed to run at large.

6. No noxious trade or activity shall be carried on upon any lot nor shall anything else be done thereon which may become an annoyance or nuisance to the neighborhood. Rubbish and garbage must be kept in suitable containers and disposed of in a sanitary manner. No activity shall be permitted on any lot, nor shall

CONTINENTAL ESTATES (#6 Cont'd)

anything be done thereon, which may be or become any annoyance or nuisance to the neighborhood.

7. No trailer house or mobile home may be parked on any lot nor may any trailer house, mobile home, basement, tent, shack, garage, barn or other outbuilding erected upon any tract, shall at any time be used as a residence, nor shall any structure of a temporary nature be used as a residence. Recreational vehicles may be parked on lots and may be used as a residence for a period not to exceed one month each year.

8. No dwelling shall be permitted on any lot of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1200 square feet. Construction of homes shall be completed as soon as reasonably practicable after commencement of construction, but in no case longer than six (6) months.

9. No septic tank or drainage field shall be constructed without approval of plans, designs, specifications, and location on the subdivision lot by the Department of Health and in addition thereto, construction thereof shall comply with all plumbing codes, or other applicable regulations of the County of Archuleta of Colorado.

10. Except as is necessary for construction of dwelling or outbuildings, no lot owner shall obstruct, interfere with, or allow the obstruction or interference with natural drainage of irrigation or rainwater and shall provide a drainage culvert of not less than 18 inches in diameter and 20 feet in length under each driveway abutting any street in the Subdivision.

11. No fence or hedge shall be erected or maintained on the premises which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping of Continental Estates. For this purpose, no fence or hedge erected or maintained shall exceed six (6) feet in height.

Signs will be restricted to one (1) "For Rent" or "For Sale" sign

CONTINENTAL ESTATES (#11 Cont'd)

(which shall not be larger than 20 x 26 inches) and one entrance gate sign. No advertising signs, billboards, unsightly objects, or nuisance shall be erected, altered, or permitted on any lot. No commercial use of any lot shall be allowed unless approved in writing by the developer.

12. Easements for utilities along all lot lines, easements for existing irrigation ditches and dedicated streets are reserved by the developer as indicated on Plat of CONTINENTAL ESTATES recorded in Archuleta County, Colorado. Utility easements are only for use of the lots in CONTINENTAL ESTATES.

No dwelling or improvement shall be placed on any part of said property within the area of easements reserved as indicated on the plat of the property filed in the office of the County Clerk of Archuleta County, Colorado.

13. There are existing ditches used to transport irrigation water over and across the lands owned by CONTINENTAL ESTATES.

Now, THEREFORE, the developer hereby imposes the following covenants on all lots across which said irrigation ditches are located.

- A. No owner of any lot or lots in the CONTINENTAL ESTATES DEVELOPMENT shall be entitled to any right, title, or use of any water from the above mentioned irrigation ditches.
- B. Any and all lot boundary fences which cross the existing irrigation ditches shall include in the construction a gate no less than fifteen feet in length at each point where boundary fence crosses said irrigation ditches. All gates shall be centered over existing ditch.

CONTINENTAL ESTATES (#13 Cont'd)

C. Any and all roads and or crossings constructed across said irrigation ditches shall include as part of the construction project a culvert eighteen inches or more in diameter, set on grade with a ditch flow. No culvert shall exceed thirty feet in length and there shall be a minimum of fifty feet spacing between culverts in the event more than one culvert is to be installed in an area.

D. The legal owner or owners of the irrigation water being transported in above mentioned irrigation ditches shall have the right to inspect, clean and maintain said irrigation ditches at their convenience.

14. The perimeter fencing of CONTINENTAL ESTATES shall be maintained by the developer. However, at such time as any lot is purchased, the purchaser shall be responsible for the maintenance of all perimeter fencing which is on the boundary of said lot.

Lot owners shall not be required to fence their lot or any portion thereof. However, developer shall retain the right to graze livestock on unsold and unfenced areas of CONTINENTAL ESTATES.

All utilities installed by lot owners shall be underground.

Overhead electric transmission lines may be constructed along the North and South boundaries of Unit One.

15. Prior to the consummation of purchase of any lot or lots in CONTINENTAL ESTATES DEVELOPMENT, the purchaser or purchasers should obtain a tap commitment from the Archuleta Water Company, Inc., insuring domestic water be made available to purchaser or purchasers.

16. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1984, after which time the

CONTINENTAL ESTATES (#16 Cont'd)

same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the parcels subject thereto has been recorded, agreeing to change the covenants in whole or part, provided, however, that at any time before January 1, 1984, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3rds) of such parcels and thereafter by a majority of such owners.

Developer reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any parcel all or any of these Restrictions.

17. GRANTEE'S ACCEPTANCE

- A. The grantee of any parcel subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such parcel, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreement herein contained, and also the jurisdiction, rights and powers of Developer and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Developer, and to and with the grantees and subsequent owners of any portion of the real property to keep, observe, comply with and perform said Restrictions and agreements.
- B. Each such grantee also agrees by such acceptance to assume, as against Developer, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such parcel.

EXHIBIT A

UNIT ONE

A tract of land situated in Sections 30 and 29, Township 35 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, Colorado and more particularly described as follows: Beginning at the Southeast Corner of said Section 30, thence S 82° 41' W 435.74 feet to the East Right of Way Line of U. S. Highway No. 84, thence along said Right of Way Line N 1° 01' E 74.76 feet, thence N 57° 52' W 53.66 feet, thence N 9° 46' W 94.66 feet, thence N 15° 49' E 1188.72 feet, thence N 74° 11' E 25.0 feet, thence N 15° 49' W 25.0 feet, thence S 74° 11' W 25.0 feet, thence N 15° 49' W 41.5 feet, thence N 69° 28' E 80.24 feet, thence N 0° 11' E 16.8 feet, thence S 89° 49' E 2676.72 feet, thence S 0° 11' W 526.52 feet, thence N 89° 49' W 389.83 feet, thence S 0° 11' W 716.70 feet, thence S 84° 38' W 1531.18 feet to the point of beginning.

Contains 71.807 acres more or less.

IN WITNESS THEREOF, UNITED REALTY OF DURANGO, INC. as Developer of CONTINENTAL ESTATES has executed the above Covenants as of January 24th, 1992.



UNITED REALTY OF DURANGO, INC.

By:

Larry Simmons
Larry Simmons, President

Phillip R. McClendon
Phillip R. McClendon, Secretary