

**DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES**

THIS DECLARATION, made this 27th day of February, 1996, by the undersigned owners of lots located in ECHO LAKE ESTATES, a subdivision in Archuleta County, Colorado, hereinafter known as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owners of no less than 2/3 of the lots described on that plat entitled Echo Lake Estates, a subdivision which plat was recorded July 15, 1981, as Reception No. 105427 in the Records of Archuleta County, Colorado, and is made a part hereof and incorporated herein by reference; and

WHEREAS, the real property described in the plat has been subdivided into numbered lots; and

WHEREAS, the real property described in the plat was originally restricted by the Declarations of Restrictions recorded July 15, 1981 as Reception No. 105428 in Book 181, Page 297 of the Real Estate Records of Archuleta County, Colorado, and;

WHEREAS, Declarant desires to amend the original Declaration of Restrictions and subject the lots to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all the lots in the Subdivision and the present and future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Development as a whole.

**ARTICLE I
Definitions**

SECTION 1. "Association" shall mean and refer to the Echo Lake Landowner's Association, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property located within the entire Echo Lake Estates.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties recorded and approved on or about the 12th day of June, 1981.

SECTION 5. "Land Use Committee" shall mean and refer to that committee appointed by the Board of Directors of the Echo Lake Landowner's Association which shall review plans for buildings or other structures within the properties and which shall have the authority to enforce the use restriction as set forth herein and as further set forth in the Bylaws of the Association.

SECTION 6. "Declarant" shall mean and refer to the owners of all lots in Echo Land Estates who approve these amended Restrictions.

ARTICLE II Grantee's Acceptance

The Grantee of any lot subject to the coverage of this Declaration, by acceptance of the deed conveying title thereto, for the execution of a contract for the purchase thereof, whether from a current or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and the Association, and by such acceptance shall be for himself, his heirs, personal representatives, successors and assigns, covenants, consent and agree to and with the Declarant and the Association to keep, observe, comply with and perform said restrictions and agreements.

ARTICLE III Membership and Voting Rights

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have one class of voting membership. Voting members shall be all the lot owners, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot.

ARTICLE IV Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot by acceptance of a deed therefor, whether or not so expressed in such deed, is deemed to covenant and agree to pay to the Echo Lake Landowner's Association pursuant to the terms and conditions contained in the following: annual assessments or changes shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assume by them.

SECTION 2. Purpose of Assessments - The assessments levied by the Echo Lake Landowner's Association shall be used exclusively for expenses that occur from mailings, post office box, bank account, attorney fees and costs incurred in creating the Association, as a nonprofit corporation, improvements and maintenance to subdivision signs and entrance, and to promote the safety and welfare of the landowners of the Properties so as to enhance and protect the lots values.

SECTION 3. Maximum Annual Assessments - The maximum annual assessment shall be \$50.00 per lot. This maximum can only be changed with a vote of the two-third (2/3) of the lot owners in Echo Lake Estates.

SECTION 4. Uniform Rate and Date of Commencement of Annual Assessments - Annual assessments must be fixed at a uniform rate for all lots, and will be collected annually, commencing on September 1, 1995. A written notice of the annual assessment shall be sent to every lot owner subject thereto. The due date will be established by the Board of Directors of the Echo Lake Landowner's Association.

SECTION 5. Effect of Nonpayment of Assessments: Remedies of the Association - An assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 2 percent (2%) over prime. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments.

SECTION 6. Subordination of the Lien to Mortgagee - The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

ARTICLE V Land Use Committee

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by a Land Use Committee, hereinafter referred to as the "Land Use Committee," composed of three (3) or more lot owners who shall be appointed by the Board of Directors of the Echo Lake Landowner's Association (ELLA). The Board of Directors shall appoint the members of the committee pursuant to the Bylaws of the Association.

In the event that the Land Use Committee disapproves any plans and specifications, or any portion thereof, submitted to it, by any lot owner, said lot owner shall have the right to appeal the decision of the Land Use Committee to the Board of Directors of the Association. Said lot owner(s) shall have thirty (30) days from receipt of the written disapproval of the Land Use Committee to bring his appeal to the Board of Directors of the Association. Within thirty (30) days of the filing of the appeal by the lot owner, the Board of Directors shall make a decision in writing, either affirming or disaffirming the decision of the Land Use Committee.

The action of the Board of Directors shall be final and binding upon the Land Use Committee and the lot owner.

ARTICLE VI

Exterior Maintenance

In the event an owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by majority vote of the Board of Directors, shall approach the lot owner about the corrections verbally and in writing.

If the corrections are not done to the satisfaction of the Board of Directors in a reasonable time, the Association shall have the right to correct the problem and such costs of lot maintenance or exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

All lots within the Properties shall be used for residential use only. Home businesses may be permitted, provided such activities are approved by the Land Use Committee in writing. No signs, billboards or advertising structures of any kind shall be permitted within the subdivision, and all equipment and supplies of approved home businesses shall be hidden from view of other lot owners.

ARTICLE VII

Water System and Septic System

SECTION 1. Water System - Water is furnished by Pagosa Area Water and Sanitation District and all fees, usage rates, and other costs related to the delivery of water from this system is the responsibility of the landowner.

SECTION 2. Septic Systems - Each lot owner shall be responsible for installing, operating and maintaining his own septic system to serve the household located on said lot. All septic systems installed on the lots shall comply with all requirements of the San Juan Basin Health Department of the State of Colorado and other governmental agencies having jurisdiction thereof.

ARTICLE VIII

Use Restrictions

SECTION 1. Scope - The protective covenants and building restrictions herein listed shall attach to each parcel of land in Echo Lake Estates, hereinafter referred to as "Subdivision," (Except for Multi-Family Residential Tract D, the exception in paragraph 17 below, and Greenbelt Tracts A, B, and C), and said covenants are to run with the land and be binding upon all parties and persons claiming under them from March 1, 1996, to March 1, 2015, and thereafter until the same shall be changed or abrogated by a written instrument duly recorded in the office of the County Clerk of Archuleta County, Colorado, signed, executed and acknowledged by 2/3 of the owners of the lots in Echo Lake Estates.

SECTION 2. Easements - Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

SECTION 3. Enforcement - If the owner of any property in said Subdivision, or his agent, assigns or representative, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to receive damages or other dues for such violations. Invalidation of any of these covenants by judgment or order of court shall in no wise affect any of the other provisions which shall remain in full force and affect.

SECTION 4. Set Back - No building, including porches, shall be located nearer than 25 feet from platted roads and 15 feet from the remaining lot lines as said lot lines are shown on the plat of Echo Lake Estates.

SECTION 5. Dwelling - No building shall be erected or placed upon any designated lot other than one detached, single family dwelling house and such barns, garages and other buildings as may be reasonably necessary in connection with the use of said premises.

SECTION 6. Construction - All dwellings shall be of solid construction and good architectural design, consistent with the character of the area. All structures shall conform in construction and design to the construction and design of the main dwelling, with the exterior being of the same material and color. No mobile homes, pre-manufactured structures and no structures less than 1500 square feet in size may be placed upon the lots of Echo Lake Estates and used as a residence except that a mobile home may be used for a period of 12 months during the construction of a qualifying dwelling house. At the end of the 12 month period said mobile home shall be removed from the lot. All structures must be approved by the Land Use Committee. The Land Use Committee shall be appointed by the Board of Directors of the Echo Lake Landowner's Association to which all owners of lots #1 through 31 shall be a member.

SECTION 7. Square Footage - The minimum ground floor space for residential structures, exclusive of garages and open porches to be erected on any designated lot, shall not be less than 1500 square feet, of which 1000 square feet must be on the main floor. No residential structure shall be erected or placed on any parcel which has a floor space less than these minimum requirements, except as provided in paragraph 7 below.

SECTION 8. Temporary Structures - There shall not be erected, suffered or be permitted to be erected on any designated lot any outdoor toilet or tent-house. Any other residential structure of less than the required 1500 square feet may be placed upon said lot but must be removed after a construction period, for a qualifying residential structure, not to exceed twelve (12) months from the placing of such structure on said parcel. A permit from the Land Use Committee shall be required for a temporary structure to be placed on the lot for the 12 month period.

SECTION 9. Construction Period - Once construction of improvements is started on any lot, the improvements must be substantially complete as to exterior in accordance with plans and specification, as approved, within twelve (12) months from the start of construction.

SECTION 10. Vehicles - No stripped down, partially wrecked, or junk motor vehicles, or sizable part thereof, shall be permitted to be parked on any road in the Subdivision or on any lot.

SECTION 11. Animals and Livestock - No animals, livestock or poultry shall be raised or kept on any parcel for commercial purposes. No pigs shall be allowed. Animals held for personal use must not create offensive odors, sounds or sights and shall be controlled so as not to become any annoyance or nuisance to the neighborhood and must be controlled within the confines of the owner's lot or lots. Grazing animals shall be limited to two per lot and all other domestic animals shall be limited to a reasonable number which number is to be determined at the discretion of the Land Use Committee. All animals must be fenced, and properly cared for, and each lot kept clean from animal refuse. In no event, shall any lot owner permit his animals to become a nuisance for other lot owners. Stallions shall be permitted only upon the approval of the Land Use Committee which approval shall be based upon reasonable standards of safety and welfare to the entire development.

SECTION 12. Sewers - Individual sewer systems must conform to state and county regulations and must be located so as not to detract from the appearance either of the lot upon which it is located or of adjacent lots. If and when a central sewer facility becomes available to a lot owner who has constructed a private sewer system, the owner shall have the options of whether and when to hook on. It should not be mandatory except for new construction after central sewer is available.

SECTION 13. Storage Tanks - Every tank for the storage of fuel or water installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Land Use Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to detract.

SECTION 14. Activities - No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done hereon which may become an annoyance or nuisance to the neighborhood.

SECTION 15. Repair - All structures, improvements and premises shall be kept in good and reasonable repair in order to maintain harmony and protect the well being of all residents of the area.

SECTION 16. Hunting - Hunting or discharging of firearms of any kind is strictly prohibited within Echo Lake Estates.

SECTION 17. Subdividing - No owner of any lot in said Subdivision shall, either directly or indirectly, reduce the size of any such lot from the size shown and indicated on the survey of said lot, either by conveying a portion of said lot to any other person or persons, or by any other manner of subdividing, which would have the effect of reducing said lot size.

SECTION 18. Greenbelts - Greenbelt Tracts A and B are reserved for the exclusive use of the lot owners of Echo Lake Subdivision and the jurisdiction over and maintenance of said Tracts shall be vested in and the responsibility of the Echo Lake Landowner's Association. Greenbelt Tract E is reserved for the exclusive use of the owners of Multi-Family Residential Tract D. The improvement of and maintenance of Tract E shall be the responsibility of the owners of Tract D.

SECTION 19. Destruction of Improvements - Any dwelling or outbuilding on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause, or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that

in no event shall such debris remain longer than ninety (90) days. Any nonconforming structure may not be rebuilt and shall be removed in its entirety.

SECTION 20. Refuse - It shall be the responsibility of each individual lot owner to dispose of his own garbage and refuse in a manner which will not detract from his lot or any other lot and which shall be in compliance with county regulations. Each year the Land Use Committee shall review the status of garbage and refuse removal and if the garbage and refuse has not been disposed of to the satisfaction of the Committee, then the Committee shall have the right to instigate a contract agreement with a refuse disposal company.

SECTION 21. Variances - The Land Use Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Subdivision.

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Archuleta County, CO
June Madrid, Recorder

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, J. Denis Riddiford, owner of Echo Lake Estates Lot 1 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 11 day of December,
1995.

J. Denis Riddiford

STATE OF New Mexico)

)ss

COUNTY OF Bernalillo)

The foregoing instrument was acknowledged before me on this 11 day of December
1995, by J. Denis Riddiford

My Commission Expires:

8-23-96

[Signature]
NOTARY PUBLIC

Rec # 1996001431
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3/1/96 3:41 PM

Archuleta County, CO
June Madrid, Recorder

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

PETER G. PRIDA
WE, MIRIA R. PRIDA, owner of Echo Lake Estates Lot #3 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 19 day of DECEMBER
1995.

Peter G. Prida Miria R. Prida

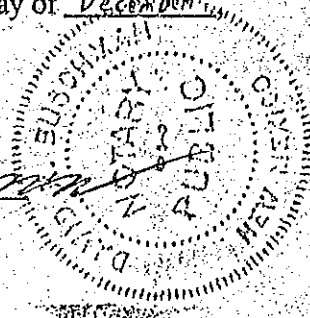
STATE OF New Mexico)
COUNTY OF Bernalillo)ss

The foregoing instrument was acknowledged before me on this 19 day of December
1995, by _____

My Commission Expires:

11-3-98

[Signature]
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Tom & Cindy Hoskins, owner of Echo Lake Estates Lot #4 have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 11th day of December, 1995.

Tom Hoskins

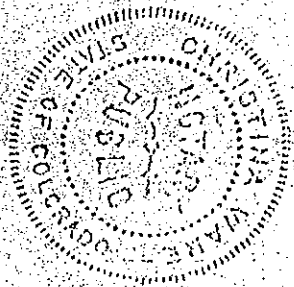
Cindy Hoskins

STATE OF Colorado
COUNTY OF Jefferson)ss

The foregoing instrument was acknowledged before me on this 11 day of December, 1995, by Tom & Cindy Hoskins

My Commission Expires:
My Commission Expires June 28, 1998

Christina Ware
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Tom & Cindy Hoskins, owner of Echo Lake Estates Lot #5 have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 11 day of December, 1995.

Tom Hoskins

Cindy Hoskins

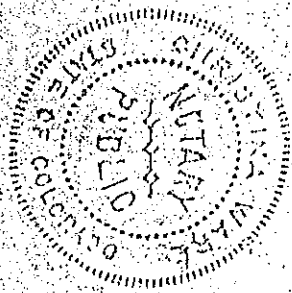
STATE OF Colorado

COUNTY OF Jefferson)ss

The foregoing instrument was acknowledged before me on this 11 day of December, 1995, by Tom & Cindy Hoskins

My Commission Expires:
My Commission Expires June 23, 1998

Christina Ware
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Bob Hill, owner of Echo Lake Estates Lot #7, have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 27 day of December,
1995.

Bob Hill

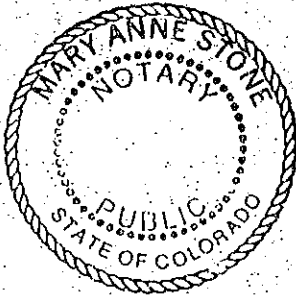
STATE OF Colorado,
COUNTY OF Archuleta)ss

The foregoing instrument was acknowledged before me on this 27th day of Dec.,
1995, by Bob Hill.

My Commission Expires:

8-2-97

Mary Anne Stone
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Larry C. Glover, owner of Echo Lake Estates Lot #8 have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 13th day of Dec, 1995.

Larry C. Glover

STATE OF Colorado)
)ss
COUNTY OF Archuleta)

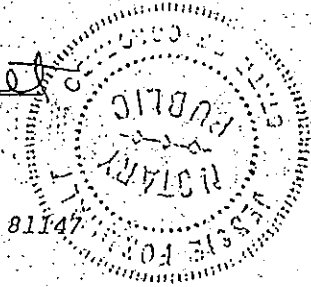
The foregoing instrument was acknowledged before me on this 13th day of December, 1995, by Larry C. Glover.

My Commission Expires: 9-16-1999

Jessie Formwalt
NOTARY PUBLIC

Jessie Formwalt
P.O. Box 1051

Pagosa Springs, Colorado 81147

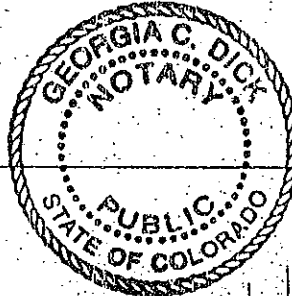


DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Renneth Hamblin, owner of Echo Lake Estates Lot 9 have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 13 day of Dec, 1995.

Renneth Hamblin

STATE OF COLORADO)
COUNTY OF Archuleta) ss



My Commission Expires 2/7/98

The foregoing instrument was acknowledged before me on this 13 day of November, 1995, by Renneth Hamblin.

My Commission Expires:

2/7/98

Georgia C. Dick
NOTARY PUBLIC

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, DAVID L. THOMPSON, owner of Echo Lake Estates Lot #11 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 22 day of JAN, 1996
~~1995~~.

David L. Thompson

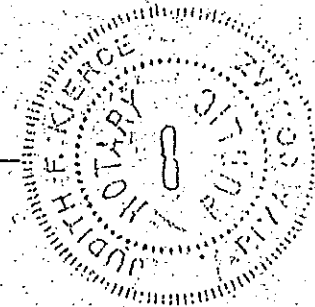
STATE OF Arizona)
COUNTY OF Pima)ss

~~1995~~ 1996 The foregoing instrument was acknowledged before me on this 22nd day of January
by David L. Thompson

My Commission Expires:

6/30/96

Jeffell Deed
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

PETER C. PRIMA
WA, MINA R. PRIMA, owner of Echo Lake Estates Lot #12 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 19 day of DECEMBER
1995.

Peter A. Prima Mina R. Prima

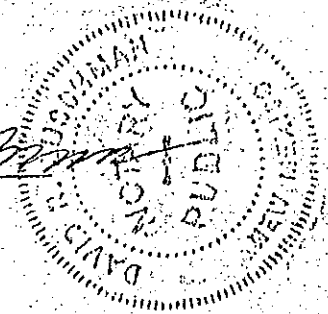
STATE OF New Mexico)
COUNTY OF Bernalillo)ss

The foregoing instrument was acknowledged before me on this 19 day of December,
1995, by _____

My Commission Expires:

11-3-98

David B. [Signature]
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

PETER G. PRINA
WE, MINA R. PRINA, owner of Echo Lake Estates Lot #13 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 19 day of DECEMBER,
1995.

Peter G. Prina

Mina R. Prina

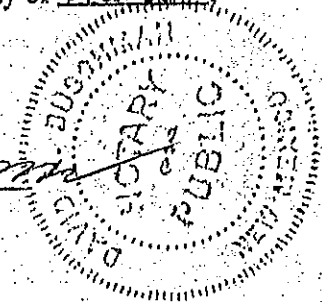
STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me on this 19 day of December,
1995, by _____

My Commission Expires:

11-3-98

Diana B. Bussan
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, RONALD J. MURPHY owner of Echo Lake Estates Lot # 14 have read,
accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this
29 day of JAN, 1996.

Ronald J. Murphy Ramona R. Murphy

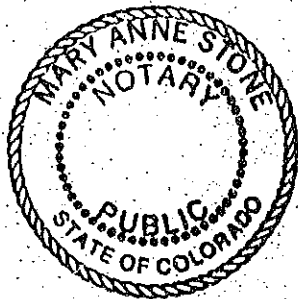
STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing instrument was acknowledged before me this 29th day of January,
1996 by Ronald J. Murphy.

My Commission Expires:

8-2-97

Mary Anne Stone
NOTARY PUBLIC



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Archuleta County, CO
June Madrid, Recorder

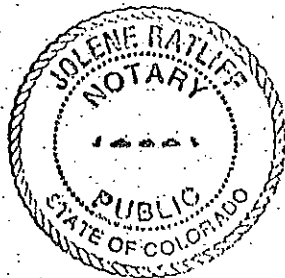
STATE OF COLORADO
COUNTY OF ARCHULETA

The foregoing instrument was acknowledged before me this 29th day
of January, 1996 by Ramona R. Murphy.

My Commission Expires:

12/5/98

Jolene Ratliff
Notary Public



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

Raymond D Cortez
I, MONICA E Cortez, owner of Echo Lake Estates Lot #15 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 26 day of December,
1995.

Raymond D Cortez Monica E Cortez

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me on this _____ day of _____,
1995, by _____

My Commission Expires: _____

*See Affidavit
BCS 12-26-95*

NOTARY PUBLIC

*Raymond D. Cortez
3088 E. Fremont
Fresno, CA 93710
ph. () 299-3991*

penit #50 check #8832

Rec # 1996001431
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Archuleta County, CO
June Madrid, Recorder

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

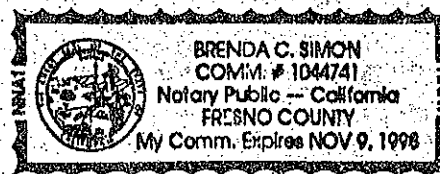
STATE OF CALIFORNIA
COUNTY OF FRESNO

ON DEC 26, 1995 BEFORE ME, BRENDA C. SIMON, NOTARY PUBLIC,
PERSONALLY APPEARED RAYMON D. CORTES and MONICA E. CORTES

 PERSONALLY KNOWN TO ME - OR -
X PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE
THE PERSON(S) WHOSE NAMES(S) WAS SUBSCRIBED TO THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S)
ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

Brenda C. Simon



OPTIONAL

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL _____

CORPORATE OFFICER _____

PARTNER _____

ATTORNEY-IN-FACT _____

TRUSTEE _____

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

NUMBER OF PAGES 8 PAGES

ECHO LAKE ESTIMATES

DATE OF DOCUMENT 12-26-95

SIGNATURES OTHER THAN THE ABOVE: _____

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Howard Gross, owner of Echo Lake Estates Lot #16 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 13th day of December,
1995.

Howard Gross

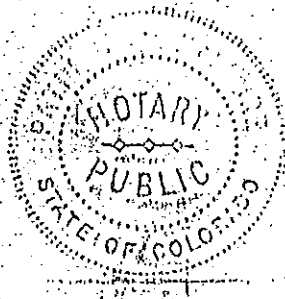
STATE OF Colorado)
COUNTY OF Archuleta)ss

The foregoing instrument was acknowledged before me on this 13th day of December,
1995, by Howard Gross.

My Commission Expires:

12-31-98

Patricia McClure
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Mark Keller, owner of Echo Lake Estates Lot # 17 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 12th day of December, 1995.

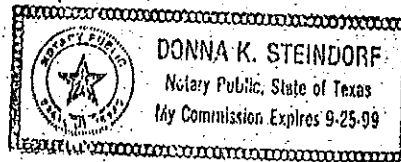
STATE OF Texas)
COUNTY OF Dallas)ss

The foregoing instrument was acknowledged before me on this 12th day of December
1995, by Mark Keller

My Commission Expires:

Sept. 25, 1999

Donna K. Steindorf
NOTARY PUBLIC



Mark S. Keller
137 Cimarron Trail
Apt. 1203
Trving, TX 75063
ph. (214) 401-2066

sent \$50 check # 2727

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

We WALTER J. REINHARDT
X & ELIZABETH P. REINHARDT, owner of Echo Lake Estates Lot #18 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 29 day of December,
1995.

Walter J. Reinhardt Elizabeth P. Reinhardt

STATE OF Louisiana)
Parish East Baton Rouge) ss
COUNTY OF East Baton Rouge

The foregoing instrument was acknowledged before me on this 21 day of December
1995, by Walter J. & Elizabeth P. Reinhardt

My Commission Expires:

at death Judy Stewart Patterson
NOTARY PUBLIC

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Roy E. Hellmann, owner of Echo Lake Estates Lot 20 have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 21st day of Dec., 1995.

Roy E. Hellmann

STATE OF Colorado)
COUNTY OF Archuleta)ss

The foregoing instrument was acknowledged before me on this 21 day of December, 1995, by Roy E. Hellmann.

My Commission Expires:

12-5-98

Jolene Ratliff
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, DAVID L. THOMPSON owner of Echo Lake Estates Lot #23 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 22 day of JANUARY, 1996
1995.

David L. Thompson

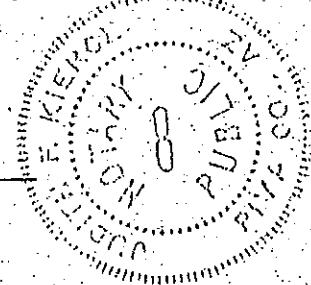
STATE OF Arizona)
COUNTY OF Pima)ss

1996 The foregoing instrument was acknowledged before me on this 22nd day of January
1995, by David L. Thompson

My Commission Expires:

6/30/96

Joell Allen
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, JAMES S. SMITH, owner of Echo Lake Estates Lot 24, have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 10 day of FEBRUARY, 1996.

James S. Smith

James C. Smith

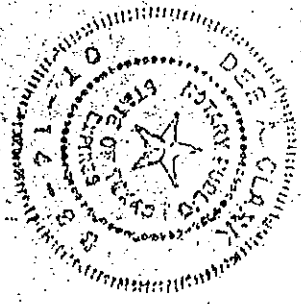
STATE OF Texas)
COUNTY OF Harris) ss

The foregoing instrument was acknowledged before me on this 10th day of February, 1996, by James & Janice Smith.

My Commission Expires:

7-14-98

Dee C. Clark
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

PETER C. PRIMA
WIFE, MINA R. PRIMA, owner of Echo Lake Estates Lot # 25 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 19 day of DECEMBER
1995.

Peter C. Prima Mina R. Prima

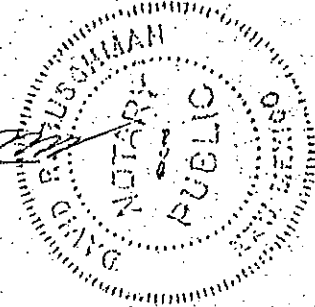
STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me on this 19 day of December,
1995, by _____

My Commission Expires:

11-3-98

David R. Bismuth
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

Stewart H. Beatty
I, Kay Beatty, owner of Echo Lake Estates Lot 26 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 19 day of Dec,
1995.

Stewart H. Beatty Kay Beatty

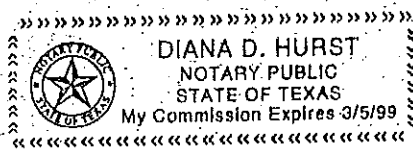
STATE OF Texas)
COUNTY OF Dallas) ss

The foregoing instrument was acknowledged before me on this 19th day of Dec.,
1995, by _____.

My Commission Expires:

3/5/99

Diana D. Hurst
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

Stewart H. Bently
1, Kay Beatty, owner of Echo Lake Estates Lot 27 have read, accepted and
approve the foregoing 7 pages of the Declaration of Restrictions on this 19 day of Dec.,
1995.

Stewart H. Bently Kay Beatty

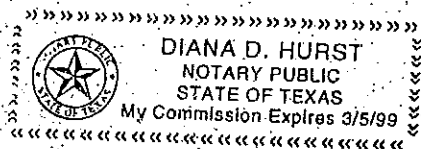
STATE OF Texas)
COUNTY OF Dallas) ss

The foregoing instrument was acknowledged before me on this 19th day of Dec.,
1995, by _____

My Commission Expires:

3/5/99

Diana D. Hurst
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Michael Skelton, owner of Echo Lake Estates Lot 28 have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 29 day of 1995, 1995.

Michael Skelton June J. Meodig

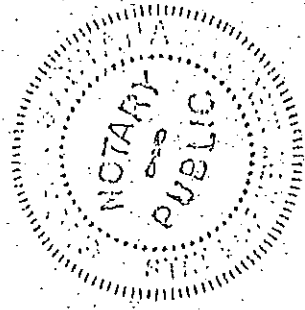
STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me on this 29 day of Dec., 1995, by Coleria Santana.

My Commission Expires:

7-3-99

Coleria Santana
NOTARY PUBLIC



DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS
ECHO LAKE ESTATES

I, Carina Martinez, owner of Echo Lake Estates Lot 31, have read, accepted and approve the foregoing 7 pages of the Declaration of Restrictions on this 19 day of December, 1995.

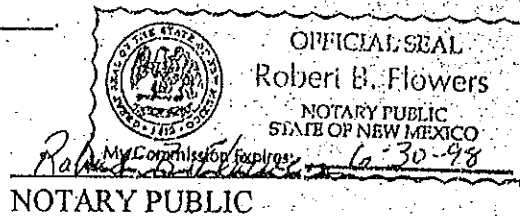
Carina Martinez

STATE OF Colorado)
COUNTY OF Archuleta)ss

¹⁹⁹⁶
1995, The foregoing instrument was acknowledged before me on this 8th day of January, by Robert B. Flowers

My Commission Expires:

6-30-98



Carina S. Martinez
2719 June NE
Albuquerque, NM 87112

sent check #50 #2468

Recorded JUL 15 1981 At 3:52 AM
Recpt. No. 105428 Mary Ann Callan - Recorder
Jm

DECLARATION OF RESTRICTIONS

ECHO LAKE ESTATES

THIS DECLARATION, made this 15 day of JULY, 1981, by ECHO LAKE ESTATES, a Colorado Limited Partnership, MEADOWGLEN ESTATES, a Colorado Limited Partnership, Burleson T. Collier, Lee and Esther Hofer, hereinafter known as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that plat entitled Echo Lake Estates, a subdivision which plat is recorded in the Records of Archuleta County, Colorado, and is made a part hereof and incorporated herein by reference; and

WHEREAS, the real property described in the plat has been subdivided into numbered lots; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all the lots in the Subdivision and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Development as a whole.

1. The protective covenants and building restrictions herein listed shall attach to each parcel of land in Echo Lake Estates, hereinafter referred to as "Subdivision," (except for Multi-Family Residential Tract D, the exception in paragraph 17 below, and Greenbelt Tracts A, B, and C), and said covenants are to run with the land and be binding upon all parties and persons claiming under them from July 15, 1981, to July 15, 2000, and thereafter until the same shall be changed or abrogated by a written instrument duly recorded in the office of the County Clerk of Archuleta County, Colorado, signed, executed and acknowledged by 2/3 of the owners of the lots in Echo Lake Estates.

BOOK 181 PAGE 297

2. If the owner of any property in said Subdivision, or his agent, assigns or representative, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to receive damages or other dues for such violations. Invalidity of any of these covenants by judgement or order of court shall in no wise affect any of the other provisions which shall remain in full force and affect.

3. No building, including porches, shall be located nearer than 25 feet from platted roads and 15 feet from the remaining lot lines as said lot lines are shown on the plat of Echo Lake Estates.

4. No building shall be erected or placed upon any designated lot other than one detached, single family dwelling house and such barns, garages and other buildings as may be reasonably necessary in connection with the use of said premises.

5. All dwellings shall be of solid construction and good architectural design, consistent with the character of the area. All structures shall conform in construction and design to the construction and design of the main dwelling. All structures must be approved by the Land Use Committee. The Land Use Committee shall be appointed by the Echo Lake Land Owners Association to which all owners of lots #1 through #31 shall be a member.

6. The minimum ground floor space for residential structures, exclusive of garages and open porches to be erected on any designated lot, shall not be less than 1500 square feet, of which 1000 square feet must be on the main floor. No residential structure shall be erected or placed on any parcel which has a floor space less than these minimum requirements, except as provided in paragraph 7 below.

7. There shall not be erected, suffered or be permitted to be erected on any designated lot any outdoor toilet or tent-house. Any other residential structure of less than the required 1500 square feet may be placed upon said lot but must be removed after a construction period, for a qualifying residential structure, not to exceed eighteen (18) months from the placing of such structure on said parcel. A permit from the Land Use Committee shall be required for a temporary structure to be placed on the lot for the 18 month period.

8. Once construction of improvements is started on any lot, the improvements must be substantially complete as to exterior in accordance with plans and specification, as approved, within eighteen (18) months from commencement.

9. No stripped down, partially wrecked, or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any road in the Subdivision or on any lot.

105428

10. No animals, livestock or poultry shall be raised or kept on any parcel for commercial purposes. No pigs shall be allowed. Animals held for personal use must not create offensive odors, sounds or sights and shall be controlled so as not to become an annoyance or nuisance to the neighborhood and must be controlled within the confines of the owner's lot or lots.

11. Individual sewer systems must conform to state and county regulations and must be located so as not to detract from the appearance either of the lot upon which it is located or of adjacent lots. If and when a central sewer facility becomes available to a lot owner who has constructed a private sewer system, the private sewer system shall be abandoned and the central system made available shall be utilized exclusively. Unless otherwise determined by the entity having jurisdiction in the matter, the central sewer system shall be deemed to be available for purposes of this paragraph when lines are installed, operative, and ready for connection adjoining Echo Lake Subdivision.

12. Every tank for the storage of fuel or water installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Land Use Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to detract.

13. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done hereon which may become an annoyance or nuisance to the neighborhood.

14. All structures, improvements and premises shall be kept in good and reasonable repair in order to maintain harmony and protect the well being of all residents of the area.

15. Discharging of firearms shall not be permitted within the Subdivision.

16. No owner of any lot in said Subdivision shall, either directly or indirectly, reduce the size of any such lot from the size shown and indicated on the survey of said lot, either by conveying a portion of said lot to any other person or persons, or by any other manner of subdividing, which would have the effect of reducing said lot size.

17. Due to its geographic location facing Highway 84, and inasmuch as it is out of the view of the remaining residential lots, lot #10 may be changed to other than residential use if approval from the appropriate government agencies can be obtained.

18. Tract D, Multi-Family Residential, shall not be under the jurisdiction of these restrictive covenants and building restrictions except where included herein by direct reference, but shall be under their own covenants and restrictions. It is also understood that a lagoon approved on Greenbelt Tract C for the use of Tract D has been approved by all required agencies other than for a maintenance agreement which needs to be satisfactory to

those agencies. At such time as a satisfactory maintenance agreement is executed to satisfy those required agencies, then Tract D may be developed.

19. Greenbelt Tracts A and B are reserved for the exclusive use of the lot owners of Echo Lake Subdivision and the jurisdiction over and maintenance of said Tracts shall be vested in and the responsibility of the Echo Lake Land Owners Association.

20. Greenbelt Tract C shall be reserved for the exclusive use of and shall be the responsibility of the owners of Tract D for improvement and maintenance.

21. Greenbelt Tract E is reserved for the exclusive use of the owners of Multi-Family Residential Tract D. The improvement of and maintenance of Tract E shall be the responsibility of the owners of Tract D.

22. Each lot owner shall pay 1/31 of the cost of maintaining the boundary fence around Echo Lake Estates except for the exterior around Tract D. The owners of Tract D shall maintain the fence around the south and east exterior boundaries of Tract D. The Echo Lake Landowners Association shall be responsible for, and have authority to maintain the boundary fence.

23. Any dwelling or outbuilding on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause, or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than ninety (90) days.

24. No exterior television antenna of any kind shall be constructed or erected on any lot or residence after such time as a central television system has been made available to the Subdivision at rates commensurate with those prevailing in the area.

25. It shall be the responsibility of each individual lot owner to dispose of his own garbage and refuse in a manner which will not detract from his lot or any other lot and which shall be in compliance with county regulations. Each year the Land Use Committee shall review the status of garbage and refuse removal and if the garbage and refuse has not been disposed of to the satisfaction of the Committee, then the Committee shall have the right to instigate a contract agreement with a refuse disposal company.

26. The water system for lots #4 through #10 and for lots #14 through #31 (25 lots) shall be maintained and deeded to the Echo Lake Land Owners Association for one year with each lot contributing an equal share toward any repairs or maintenance required. After one year and upon acceptance by the Archuleta Water Company, the water system shall then be conveyed to the Archuleta Water Company for ownership and maintenance.

27. The water system for lots #1, #2, #3, #11, #12 and #13 shall be provided by an existing well on Tract D with water lines and easements

105428
BOOK 111 PAGE 30

granted through Tract D, as indicated on the plat. If Archuleta Water Company can provide adequate water through its system, the above six lots will convert to the Archuleta Water Company system.

28. Lot #10 shall be used for a sales office for so long as is deemed necessary by the developer, except that by January 1, 1985, the lot must be changed to commercial, as permitted by paragraph 17 above, or the sales office must be removed from the lot.

29. The Land Use Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Subdivision.

ECHO LAKE ESTATES
A Colorado Limited Partnership

by Burleson T. Collyer
General Partner

Burleson T. Collyer
Burleson T. Collyer

MEADOWGLEN ESTATES
A Colorado Limited Partnership

by Lee Hofer
General Partner

Lee Hofer
Lee Hofer

Esther Hofer
Esther Hofer

BOOK 181 PAGE 301

105423

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me on this 1st day of
July
June, 1981, by Lee Hofer and Esther Hofer.

My Commission Expires:



OFFICIAL SEAL

SUSAN M. CREUSERE

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 07-23-84

Susan M. Creusere
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me on this 1st day of
July
June, 1981, by Burleson T. Collyer.

My Commission Expires:



OFFICIAL SEAL

SUSAN M. CREUSERE

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 07-23-84

Susan M. Creusere
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me on this 1st day of
July
June, 1981, By Burleson T. Collyer, General Partner for Echo Lake Estates, A
Colorado Limited Partnership and General Partner for MEADONGLEN Estates, A Colorado
Limited Partnership.

My Commission Expires:



OFFICIAL SEAL

SUSAN M. CREUSERE

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 07-23-84

Susan M. Creusere
Notary Public

BOOK 181 PAGE 302