

Recorded 1974 12/17/74  
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Avery and Cohen - Recorder

DECLARATION OF PROTECTIVE COVENANTS  
(LOG PARK SUBDIVISION)

COUNTY OF ARCHULETA )  
STATE OF COLORADO ) KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by TURKEY CREEK DEVELOPMENT, LTD., a Limited Partnership, hereinafter referred to as "Declarant" acting by and through TURKEY CREEK DEVELOPMENT COMPANY, its general partner.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property situate in Archuleta County, Colorado, being partially described as Lots 1 through 25, Block 1, and Lots 1 through 17, Block 2, Log Park Subdivision, according to a plat thereof recorded in the Office of the County Recorder of Archuleta County, Colorado, such property being more particularly and fully set forth on Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the lots described hereinabove shall be HELD, SOLD and CONVEYED, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described hereinabove, and shall be binding on all parties having any right, title or interest in the described lots or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 "Owner" shall sometimes mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties covered hereby, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.2 "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 1.3 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the properties.

Section 1.4 "Declarant" shall mean and refer to Turkey Creek Development, Ltd., or its successors.

Section 1.5 "Plat" shall mean and refer to that certain subdivision plat of Log Park Subdivision, duly recorded in the Office of the County Recorder of Archuleta County, Colorado.

Section 1.6 "Subdivision" shall mean and refer to Log Park Subdivision.

Section 1.7 "Wolf Creek Village" shall mean and refer to that one certain proposed mobile home park or other project to be situated in close proximity to the subdivision on a tract more particularly described on Exhibit "B" attached hereto.

Section 1.8 "Closing" of a lot in the subdivision shall mean and refer to that date upon which legal title to such lot is conveyed to a fee owner thereof by Declarant.

#### ARTICLE II

##### ROADS

Section 2.1 Declarant shall be obligated to construct and dedicate to the public all of those roadways shown on the plat no later than November 15, 1983, such roads to be constructed pursuant to the standards of the Board of County Commissioners of Archuleta County, Colorado.

#### ARTICLE III

##### FENCING AND CATTLE GUARDS

Section 3.1 Declarant shall be obligated to construct perimeter fencing around the subdivision sufficient to turn livestock, such fencing not to be in excess of forty-two (42) inches in height from the ground, and in connection therewith, Declarant shall install cattle guards wherever deemed necessary

by the Board of County Commissioners of Archuleta County, Colorado. Such fencing and cattle guards shall be completed in a good and workmanlike manner no later than November 15, 1983.

ARTICLE IV

WATER SYSTEM

Section 4.1 Declarant shall be obligated to construct a water production, treatment, and distribution system (hereinafter sometimes collectively referred to as "the water system") to serve all of the lots in the subdivision, such system to provide all such lots with potable water sufficient for household use (at a capacity of 200 gallons per day) and to be in compliance with any and all regulations promulgated by the Colorado Department of Health and any appropriate county agencies having jurisdiction thereof. Such water system, which shall be brought to the boundary line of each lot or to an easement on roadway abutting such lot, shall be constructed on or before November 15, 1983. Any and all expenses of "hooking up" or connecting to the water system shall be borne by each lot owner.

Section 4.2 Turkey Creek Development Company or a corporation set up to supply water to this subdivision and other lands owned by some of the owners of Turkey Creek Development Company shall own the water system and all other assets associated therewith, which system shall include, but not be limited to, a water treatment plant and production and distribution facilities situated both inside and outside the subdivision together with wells, pumps, storage tanks, mains and other appurtenances thereto.

Section 4.3 Declarant hereby reserves for itself and the owner of the water system the right to serve certain property outside the subdivision, including, but not limited to, that tract to be developed as Wolf Creek Village, such development to be situated in close proximity to the treatment and production

facilities of the water system, provided such service does not impair the water system's ability to provide potable water to lots in the subdivision in the capacity hereinbefore described.

Section 4.4 Declarant hereby reserves for itself and the owner of the water system the right to impose and collect a connection fee from the owner of any lot in the subdivision as a condition to service, it being understood that Declarant shall set a uniform connection fee for all platted lots located in the subdivision and in Wolf Creek Village. The amount of such connection fee shall be \$450.00 per lot, and such fee shall be payable by the owners of each lot in the subdivision at the time water is available. In the future Declarant may increase or lower the tap fee.

Section 4.5 Declarant reserves the right for itself and the owner of the water system to charge and collect, on a monthly basis, and the owners of all lots in the subdivision are hereby obligated to promptly pay to such owner of the water system a minimum availability charge set by Declarant, such minimum water availability charge to accrue to each lot from and after the first day of the month following that date upon which water is first made available by Declarant to each such lot, and to continue until the water service is actually connected to owner's lot and the owner is actually using water. The minimum monthly water availability charge described in this paragraph shall in no event be in excess of \$5.00.

Section 4.6 Declarant for itself and the owner of the water system reserves the right to impose and collect reasonable monthly fees or charges from the owners of lots attributable to the use of water by such owners from and after that date upon which the system has been connected to each lot, and the owners are hereby obligated to promptly pay such charges to Declarant or the owner of the water system. Declarant covenants and agrees that the rates charged the owners of lots in the subdivision from time to time shall not be

higher than the then current water rates set by the Archuleta Water Company or the Pagosa Water and Sanitation District for those similarly situated, it being understood that Declarant for itself and the owner of the water system reserves the right to increase the water rates charged to owners in the subdivision from time to time, provided such increases do not result in a rate greater than the higher of the rates charged by the aforesaid two utility companies or their successors for those similarly situated.

Section 4.7 Declarant for itself and the owner of the water system reserves the right to refuse to serve any lot in the subdivision subject to any unpaid fees and charges described hereinabove. In the event payment is not made by the owner of any such lot within thirty (30) days from the sending of written notice by the owner of the water system, water service may be terminated until such time as all unpaid fees and charges for such lot, together with reasonable attorneys' fees, have been paid in full. In addition, such charges shall impose a lien against each owner's lot, subordinate to any first lien mortgage for the purchase price of the lot or the construction of improvements thereon, and if not timely discharged in such thirty day time period, the lien may be foreclosed in the manner of foreclosure of a mechanic's lien under Colorado law by the owner of the water system.

Section 4.8 Declarant for itself and the owner of the water system reserves the right to install separate meters for any lot serviced by the system for the purpose of setting monthly water charges therefor.

#### ARTICLE V

##### TRANSFER OF WATER SYSTEM

Section 5.1 Declarant for itself and the owner of the water system reserves the right, on or after a date three (3) years from that date upon which water service is first made available to the subdivision, to dedicate and convey all of its right, title and interest in and to the water system and all assets, appurtenances,

and easements connected therewith, to an association or corporation, formed by Declarant in behalf of the then lot owners of the subdivision and Wolf Creek Village, with all such lot owners being obligated to become a member of such corporation or association and to share equally in the ownership therein. Such conveyance will be accomplished in any manner reasonably required by Declarant with no additional monetary consideration being paid to Declarant, and the lot owners of the subdivision and of Wolf Creek Village covenant and agree to execute any and all documentation reasonably required by Declarant to evidence such conveyance. Upon such conveyance of the water system, maintenance and operation obligations thereof shall immediately vest in the new owner or owners thereof, and Declarant and Turkey Creek Development Company or any other owner of the water system shall be relieved of any further obligations with regard to the water system or the furnishing of water to the subdivision. Such resulting association or corporation shall be thereafter required to maintain and operate the water system in accordance with all applicable governmental rules and regulations of the State of Colorado or the County of Archuleta. Membership in such association or corporation shall be a prerequisite to ownership of any lot in the subdivision or in Wolf Creek Village, and this covenant of such required membership shall run with the land.

#### ARTICLE VI

#### MISCELLANEOUS

Section 6.1 The covenants herein contained shall create contractual obligations on the part of Declarant and owners of lots in the subdivision and their respective heirs, successors and assigns, and shall inure to the benefit of and be binding upon such parties.

Section 6.2 These protective covenants may be amended only by an instrument executed by the owners of three-fourths (3/4) of the lots in Log Park Subdivision; provided, however, no amendment

may be made which would relieve Declarant from its obligations to satisfy the requirements of the Board of County Commissioners of Archuleta County, Colorado in connection with the initial construction of the roads, fences, cattle guards, and water system described herein, and provided further, no such amendment modifying Articles IV and V hereof shall be effective during the first ten (10) years from the date hereof unless joined in and executed by Declarant, and no such amendment modifying any provisions hereunder other than Articles IV and V hereof shall be effective during the first five (5) years from date hereof unless joined in and executed by Declarant.

DATED this 29<sup>th</sup> day of June, 1979.

TURKEY CREEK DEVELOPMENT, LTD.

By: TURKEY CREEK DEVELOPMENT COMPANY,  
General Partner

By

Walter C. Thomas Jr.  
President

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF ARCHULETA        )

BEFORE ME, the undersigned authority, on this day personally appeared Walter C. Thomas Jr., President of TURKEY CREEK DEVELOPMENT COMPANY, General Partner of TURKEY CREEK DEVELOPMENT, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Turkey Creek Development Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29<sup>th</sup> day of June, 1979.

Paula A. Poirier  
Notary Public in and for Archuleta  
County, Colorado.

My commission expires: June 17, 1981

EXHIBIT "A"

All the real property set forth and described on that certain map entitled "Log Park Subdivision," such map consisting of one sheet being recorded in the Office of the County Recorder of Archuleta County, Colorado, on the 30th day of April, 1979, as Reception No. 94862, Plat File No. 200.

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June 15, 1979

EXHIBIT NO.

FIELD NOTES

708

80.214 ACRES OF LAND

BEING 80.214 acres of land situated in Sections 28, 29, 32, and 33, Township 36 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, State of Colorado and being out of that certain tract or parcel of land conveyed by Lone F. Hyde to Jack S. Brown, Joe D. Brown, Ralph L. Brown, Willard L. King and Max Carzo, by deed recorded in BOOK 131, PAGES 568 through 670 of the Archuleta County Court House Records, Archuleta County, Colorado, said land being described in two (2) tracts consisting of 4.486 acres of land and 76.328 acres of land as follows:

FIRST TRACT CONTAINING 4.486 ACRES OF LAND

Beginning, for a tie, at a stone found for the common corner of Sections 28, 29, 32, and 33, Township 36 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, Colorado from whence a blazed tree bears South 31° 07' West 27 feet, and a standard Bureau of Land Management brass cap found set in the top of a steel pipe marked 529/528 1966 bears North 00° 09' 40" East 2619.20 feet; thence North 45° 42' 16" East 1870.37 feet to an iron pin set at the Northeast corner of said tract of land conveyed by Lone F. Hyde to Jack S. Brown, Joe D. Brown, Ralph L. Brown, Willard L. King and Max Carzo, said iron pin being the Northeast corner of the tract herein described and the POINT OF BEGINNING, said iron pin also being in the Northwest Right-of-Way line of U.S. Highway 160 and also being a point in the arc of a curve whose radius point bears South 68° 35' 57" East 1959.90 feet and whose long chord, for the tract herein described, bears South 18° 22' 31" West 206.88 feet;

THENCE in a Southwesterly direction, with and along the Northwest Right-of-Way line of said U.S. Highway 160 and the arc of said curve, a distance of 206.88 feet to an iron pin set at the Point-of-Tangency;

THENCE South 15° 21' 00" West, with and along the Northwest Right-of-Way line of said U.S. Highway 160, a distance of 164.13 feet to a point for corner;

THENCE North 64° 41' 57" West a distance of 178.79 feet to a point for corner;

THENCE South 38° 33' 52" West a distance of 102.49 feet to a point for corner;

THENCE North 87° 21' 44" West a distance of 76.50 feet to a point for corner;

THENCE South 73° 03' 49" West a distance of 141.82 feet to a point in the center of the San Juan River for corner;

THENCE up the center of the San Juan River and the Southwest and Northwest lines of said tract conveyed by Lone F. Hyde as follows:

- North 16° 56' 11" West a distance of 50.43 feet to a point for angle;
- North 26° 05' 38" West a distance of 130.48 feet to a point for angle;
- North 06° 07' 44" West a distance of 118.72 feet to a point for angle, and;
- North 19° 29' 16" East a distance of 65.15 feet to a point being the Northwest corner of said tract conveyed by Lone F. Hyde;

THENCE South 89° 59' 34" East, with and along the North line of said tract conveyed by Lone F. Hyde, a distance of 630.27 feet to the POINT OF BEGINNING and containing 4.486 acres of land.

SECOND TRACT CONTAINING 76.328 ACRES OF LAND

Beginning, for a tie, at a stone found for the common corner of Sections 28, 29, 32, and 33, Township 36 North, Range 1 West, New Mexico Principal Meridian, Archuleta County, Colorado from whence a blazed tree bears South 86° 07' West 27 feet, and a standard Bureau of Land Management brass cap found set in the top of a steel pipe marked 529/527 1966 bears North 00° 09' 17" East 2619.20 feet; thence North 86° 55' 14" East 992.44 feet to a point in the Northwest Right-of-Way line of U.S. Highway 160, the Northwest corner of the tract herein described and the POINT OF BEGINNING, which bears South 15° 21' 00" West 234.28 feet from the Southeast corner of the FIRST TRACT herein described;

THENCE South 15° 21' 00" West, with and along the Northwest Right-of-Way line of U.S. Highway 160, a distance of 160.00 feet to a point for angle;

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THENCE South  $19^{\circ} 55' 26''$  West a distance of 250.00 feet to a point for angle;

THENCE South  $15^{\circ} 21' 00''$  West a distance of 1000.00 feet to a point for angle;

THENCE South  $10^{\circ} 46' 34''$  West a distance of 250.80 feet to a point in the Northwest Right-of-Way line of said U.S. Highway 160 for angle;

THENCE South  $15^{\circ} 21' 00''$  West, with and along the Northwest Right-of-Way line of said U.S. Highway 160, a distance of 260.34 feet to a point of curvature of a curve to the left whose radius point bears South  $74^{\circ} 39' 00''$  East 5779.60 feet and whose interior angle, for the tract herein described, is  $07^{\circ} 55' 03''$  and whose long chord bears South  $11^{\circ} 48' 29''$  West 714.15 feet;

THENCE in a Southwesterly direction, with and along the arc of said curve, a distance of 714.60 feet to a point for divergence from the Northwest Right-of-Way line of said U.S. Highway 160;

THENCE South  $62^{\circ} 08' 41''$  West a distance of 65.00 feet to a point for angle;

THENCE South  $47^{\circ} 06' 01''$  West a distance of 105.00 feet to a point for angle;

THENCE South  $00^{\circ} 12' 28''$  West a distance of 37.40 feet to a point in the South line of said tract conveyed by Iona F. Hyde, said point bears South  $89^{\circ} 26' 05''$  West 116.16 feet from an iron pin found at the Southeast corner of said tract conveyed by Iona F. Hyde;

THENCE South  $89^{\circ} 26' 05''$  West, with and along the South line of said tract conveyed by Iona F. Hyde, a distance of 189.04 feet to a point for corner;

THENCE North  $22^{\circ} 09' 17''$  East a distance of 70.48 feet to a point of curvature of a curve to the left whose radius point bears North  $67^{\circ} 09' 00''$  West 250.00 feet and whose interior angle is  $35^{\circ} 10' 00''$  and whose long chord bears North  $06^{\circ} 16' 00''$  East 142.70 feet;

THENCE in a Northerly direction, with and along the arc of said curve, a distance of 144.72 feet to the point of tangency and corner;

THENCE South  $79^{\circ} 41' 00''$  West a distance of 68.81 feet to a point for corner;

THENCE North  $32^{\circ} 03' 52''$  West a distance of 105.89 feet to a point for corner;

THENCE South  $44^{\circ} 54' 23''$  West a distance of 243.26 feet to a point for corner;

THENCE South  $32^{\circ} 03' 52''$  East a distance of 334.570 feet to a point in the South line of said tract conveyed by Iona F. Hyde for corner;

THENCE South  $89^{\circ} 26' 05''$  West, with and along the South line of said tract conveyed by Iona F. Hyde, a distance of 535.34 feet to an iron pin found set on the Southeast bank of the San Juan River and the Southwest corner of said tract conveyed by Iona F. Hyde;

THENCE up the Southeast bank of the San Juan River, with its meanders, as follows:  
North  $47^{\circ} 00' 53''$  East 353.87 feet to a point for angle;  
North  $22^{\circ} 10' 31''$  East 277.60 feet to a point for angle;  
North  $05^{\circ} 37' 18''$  East 360.79 feet to a point for angle, and;  
North  $13^{\circ} 49' 49''$  West 63.75 feet to a point for corner;

THENCE North  $89^{\circ} 59' 34''$  West 50.00 feet to a point in the center of the San Juan River for corner;

THENCE up the center of the San Juan River, with its meanders, as follows:  
North  $17^{\circ} 41' 27''$  West 371.32 feet to a point for angle;  
North  $09^{\circ} 31' 45''$  West 335.93 feet to a point for angle;  
North  $19^{\circ} 49' 48''$  West 239.49 feet to a point for corner and point of divergence from the San Juan River;

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THENCE South 87° 27' 52" East a distance of 259.47 feet to a point being the Southwest corner of the proposed School Playground Tract for corner;

THENCE North 07° 04' 46" East, with and along the Northwest line of said proposed School Playground Tract, a distance of 179.09 feet to a point for corner;

THENCE North 87° 38' 15" East, with and along the North line of said proposed School Playground Tract, a distance of 140.00 feet to a point in the West line of the proposed School Site Tract for corner;

THENCE with and along the West and North line of the proposed School Site Tract as follows:

North 02° 21' 45" West 60.00 feet to a point for corner;  
North 40° 45' 18" East 47.83 feet to a point for corner;  
North 02° 43' 15" West 50.00 feet to a point for corner;  
North 39° 23' 15" West 55.00 feet to a point for corner;  
North 02° 43' 15" West 65.00 feet to a point for corner;  
North 75° 58' 51" East 97.01 feet to a point for corner;  
North 01° 45' 06" East 254.05 feet to a point for corner;  
North 87° 16' 45" East 137.88 feet to a point for angle;  
South 89° 50' 20" East 125.65 feet to a point for corner;

THENCE with and along the East and Northeast line of the proposed School Site Tract as follows:

South 00° 09' 40" West 18.00 feet to a point of curvature of a curve to the left whose radius point bears South 89° 50' 20" East 65.00 feet and whose interior angle is 10° 09' 02" and whose long chord bears South 04° 54' 51" East 11.50 feet; In a Southerly direction, with and along the arc of said curve, a distance of 11.52 feet to a point for corner;  
South 80° 00' 38" West 126.03 feet to a point for corner;  
South 02° 43' 15" East 130.62 feet to a point for angle;  
South 14° 53' 43" East 132.19 feet to a point for corner;  
South 16° 36' 24" West 72.35 feet to a point for angle;  
South 00° 21' 00" West 50.00 feet to a point for angle;  
South 15° 33' 13" East 55.72 feet to a point for angle;  
South 18° 12' 00" East 85.03 feet to a point for corner; said point being a point of curvature of a curve to the left whose radius point bears North 09° 20' 33" West 245.00 feet, whose interior angle is 22° 35' 50" and whose long chord bears North 69° 21' 03" East 96.07 feet;  
In a Northeasterly direction, with and along the arc of said curve, a distance of 96.70 feet to a point of compound curvature of a curve whose radius point bears North 31° 57' 22" West 5.00 feet, whose interior angle is 77° 21' 52" and whose long chord bears North 19° 21' 42" East 6.25 feet;  
In a Northeasterly direction, with and along the arc of said compound curve a distance of 6.75 feet to a point of curvature of a curve to the left whose radius point bears North 70° 40' 46" East 155.00 feet, whose interior angle is 25° 16' 16" and whose long chord bears South 31° 57' 22" East 67.81 feet;  
In a Southeasterly direction, with and along the arc of said curve, a distance of 68.37 feet to a point of curvature of a curve to the left whose radius point bears South 45° 24' 30" West 5.00 feet, whose interior angle is 77° 21' 52", and whose long chord bears North 83° 15' 26" West 6.25 feet;  
In a Northwesterly direction, with and along the arc of said curve, a distance of 6.75 feet to a point of reverse curvature of a curve whose radius point bears North 31° 57' 22" West 305.00 feet, whose interior angle is 26° 20' 23" and whose long chord bears South 71° 12' 49" West 138.98 feet;  
In a Southwesterly direction, with and along the arc of said curve, a distance of 140.21 feet to a point for corner;  
South 14° 50' 05" East 93.83 feet to a point for corner;

THENCE with and along the South line of said proposed School Site Tract and said proposed School Playground Tract as follows:

South 87° 38' 15" West 297.59 feet to a point for angle;  
North 87° 27' 52" West 170.00 feet to a point being the Southwest corner of said proposed School Playground Tract for tangency;

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THENCE North  $87^{\circ} 27' 52''$  West a distance of 259.47 feet to a point in the center of the San Juan River for corner, said point being the same point previously defined as a point of divergence from the San Juan River;

THENCE up the center of the San Juan River, with its meanders, as follows:

North  $28^{\circ} 41' 15''$  West 203.71 feet to a point for angle;  
North  $30^{\circ} 43' 07''$  West 246.07 feet to a point for angle;  
North  $15^{\circ} 08' 03''$  West 252.73 feet to a point for angle;  
North  $03^{\circ} 51' 40''$  West 128.55 feet to a point for angle;  
North  $13^{\circ} 35' 41''$  East 242.51 feet to a point for angle;  
North  $21^{\circ} 50' 19''$  East 76.19 feet to a point for angle;  
North  $68^{\circ} 42' 45''$  East 137.10 feet to a point for angle;  
North  $86^{\circ} 36' 26''$  East 430.00 feet to a point for angle;  
North  $70^{\circ} 31' 32''$  East 312.08 feet to a point for angle;  
South  $87^{\circ} 46' 42''$  East 167.46 feet to a point for angle;  
North  $70^{\circ} 41' 03''$  East 279.58 feet to a point for corner, said point being a point of divergence from the center of the San Juan River;

THENCE South  $11^{\circ} 18' 57''$  East 75.42 feet to a point for corner;

THENCE South  $74^{\circ} 39' 00''$  East 70.00 feet to a point for corner;

THENCE South  $15^{\circ} 21' 00''$  West 140.00 feet to a point for corner;

THENCE South  $74^{\circ} 39' 00''$  East 521.41 feet to the POINT OF BEGINNING and Containing 76.328 acres of land.

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Recorded APR 30 1979 At 1:20 PM  
Recpt No. 94863 Mary Ann Colton -- Recorder

DECLARATION OF RESTRICTIONS

THIS DECLARATION, Made this 30<sup>th</sup> day of April, 197 9, by  
Walter Thomas, Jr.; Willard King; Max Garza; Jack S. Brown; Joe D. Brown;  
Ralph L. Brown; herein referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of all of the real property set forth and described on that certain map (herein called "Map") entitled "LOG PARK SUBDIVISION", consisting of ONE UNIT. The Map, consisting of one sheet, was recorded in the Office of the County Recorder of Archuleta County, Colorado, on 30<sup>th</sup> day of April, 197 9, as Reception No. 94862, Plat File No. 208.

WHEREAS, there are forty-two (42) subdivided lots set forth and described in the recorded map of "Log Park Subdivision".

WHEREAS, before conveying the forty-two (42) subdivided lots making up "Log Park Subdivision", Declarant desires to subject and impose upon each of the subdivided lots in Log Park Subdivision mutual and beneficial restrictions, covenants, and conditions, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of all of 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 unencumbered, 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 Map and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such Restrictions.

1. All lots shall be known and described as lots for residential purposes only. Only one single-family residence may be erected, altered, placed or be permitted to

- remain on any lot. Said lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or multi-family purposes.
2. No trailer home or mobile home shall be permitted to be used on any lot for habitation purposes except as authorized herein. Such trailer or mobile homes may be used for habitation purposes during the time of construction of a single-family residence providing the time of construction does not exceed a period of twelve (12) months. In addition such trailer or mobile homes may be used for recreation purposes providing such use does not extend for a period exceeding sixty (60) days in the aggregate during a single calendar year. No tents, shacks or temporary structures shall be placed, erected or be permitted to remain on any lot.
  3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
  4. No building shall be nearer than 25 feet to either side property line, and the minimum set-back of all buildings from the front property lines shall be 25 feet. The total floor area of the main structure, exclusive of porches and garages, shall not be less than 1000 square feet.
  5. All residences shall be connected with water, electricity, and shall utilize individual sewage systems in compliance with permits to be obtained by each lot owner from the Department of Health servicing Archuleta County, Colorado.
  6. No animals or livestock of any description, with the exception of horses and the usual household pets, shall be kept on any lot. All household pets must be confined to the owners lot at all times or confined to the owners control by a leash.
  7. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish, trash, garbage, or other refuse or debris thereon.
  8. No property line fences shall be constructed on any lot which shall be more than forty-two (42) inches in height. Owners of lots on which a part of the subdivision perimeter fence is situated shall be responsible for providing maintenance and upkeep for such fence.

9. Lots 3 and 4, Block 1, shall be prohibited from installing an individual sewage system within a radius of 165 feet from the water storage facilities to be constructed on Tract "A" as identified on the Map entitled "LOG PARK SUBDIVISION".

10. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of 25 years or longer from the date hereof; at the end of the first 25 year period, said restrictions and covenants shall automatically be extended for successive periods of ten years unless, by a vote of a three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of said 25 year period or subsequent 10 year periods, and filed of record in said county, it is agreed to amend or release same.

11. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

Walter Thomas, Jr.  
Walter Thomas, Jr.

Jack S. Brown  
Jack S. Brown

Willard King  
Willard King

John D. Brown  
John D. Brown

AMENDMENT OF PROTECTIVE COVENANTS

THE UNDERSIGNED, being owners of more than three-fourths of the lots in Log Park Subdivision, hereby amend those certain protective covenants recorded on the 29th day of June, 1979, in Book 166 at Page 91, et seq. of the Archuleta County Records, as follows:

An additional paragraph is added, as follows:

"No lot may be used for the purpose of constructing or use of a road across that lot to give access to lands outside of Log Park Subdivision. The purpose of this restriction is to preserve the peaceful and rural nature of the subdivision by having traffic within the subdivision only to the subdivision itself and not to other lands outside the subdivision."

EXECUTED this 4<sup>th</sup> day of October, 1979.

TURKEY CREEK DEVELOPMENT LTD.

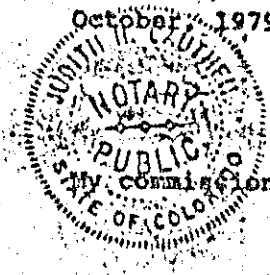
By: TURKEY CREEK DEVELOPMENT COMPANY, General Partner

By: Walter C. Thomas, Jr. President

STATE OF Colorado )
COUNTY OF Archuleta ) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Walter C. Thomas, Jr., President of TURKEY CREEK DEVELOPMENT COMPANY, General Partner of TURKEY CREEK DEVELOPMENT LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said TURKEY CREEK DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4th day of October, 1979.



Judith H. Center
NOTARY PUBLIC

My Commission Expires: 7/20/83

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