

Received AUG - 3 1987 at 9:02 AM  
Receipt No. 111810  
Merry Ann Cohen - Recorder

DECLARATION OF RESTRICTIONS

CENTRAL CORE

THIS DECLARATION is made this 24th day of June, 1982 by Eaton International Corporation, a Delaware corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of a portion of the real property set forth and described on that certain plat entitled Central Core, a subdivision of Pagosa, which plat is recorded in the records of Archuleta County, Colorado, on August 3, 1982, Reception No. 111809, Plat File No. 25844B, and is made a part hereof and incorporated herein by reference; and

WHEREAS, Declarant has obtained written consents from the other parties who have an ownership interest in Central Core, to plat the Central Core subdivision and to subject the subdivision to this Declaration of Restrictions; and

WHEREAS, the real property described in the plat has been subdivided into numbered or lettered parcels identified on the plat as Parcels (herein collectively called "Parcel" or "Property"), which shall be subject to the terms of these restrictions; and

WHEREAS, Declarant desires to subject the Property to 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 Property and the present and future owners of said Property;

NOW, THEREFORE, Declarant hereby declares that all the Property 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 general plan for the improvement and sale of said Property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of Central Core subdivision and of the Development as a whole. All of the Restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the Property or any part or parts thereof subject to such Restrictions. Any development of the Property must comply with all laws and government regulations and together with the resulting additional restrictions must be approved by Declarant.

1. TERM

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, 2000, 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 Property subject thereto has been recorded, agreeing to change the Restrictions in whole or in part; provided, however, with the prior approval of Declarant, that at any time before January 1, 1990, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such Property and thereafter by a majority of such owners.

2.

ENVIRONMENTAL CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon the Property, and the proposed location thereof on the Property, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any Parcel shall be subject to and shall require the approval in writing, before any such work is commenced, of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of a minimum of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Pagosa Property Owners Association, Inc. (herein called "Association"); provided, however, that at any time hereafter Declarant may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to Declarant. Such transfer of power must be evidenced in writing.

C. Purchasers should submit schematic plans to the Committee prior to submission of preliminary plans. There shall be submitted to the Committee a building application on forms approved by Declarant together with two (2) complete sets of the preliminary plans, elevations, sections, site plan, grading plan, etc., prepared by an architect licensed and registered in Colorado, to be reviewed before the final plans and specifications are submitted. Upon Committee approval of the preliminary plans, the detailed drawings and specifications can be completed with two (2) complete sets being submitted to the Committee covering any and all proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed or maintained upon the Property unless and until the final plans, elevations and specifications have received such written approval as herein provided. Such plans shall include plot plans showing the location on the Property of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the schemes for roofs, and exteriors thereof and proposed landscape planting. A filing fee of \$25.00 per proposed unit (subject to increase without notice) shall accompany the submission of the preliminary plans, etc. to defray Committee expenses. No additional fees shall be required for subsequent submissions or resubmissions of plans revised in accordance with Committee recommendations.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt of the preliminary plans, and within sixty (60) days from receipt of a complete set of final plans and specifications. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these Restrictions; if the design materials or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such property or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to

the interest, welfare or rights of all or any part of the Property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. The Committee shall have the authority to set up regulations as to the materials, height and size requirements for all other types of outbuildings and structures, including fences, walls, copings, etc.

H. Landscaping, walls and other screening devices are utilized to provide an attractive appearance along public streets and to screen from view those uses which may be unattractive to the public eye. Landscaping materials including ground cover, shrubs and trees further facilitate the control of erosion and the reduction of glare and dust as well as the visual softening of the building masses. Walls and screening devices allow for the separation of buildings and uses and for the buffering of intensive activities. Landscaping walls and screening devices together help to effectuate privacy, logical development and enhancement of property values. A layout of specific materials by name and description shall be submitted to the Committee for approval. Landscaping may include trees, shrubs, ground cover, vines, walkways, ponds, fountains, sculpture and other organic and inorganic materials used for creating an attractive appearance as long as all is blended with the surrounding landscape and architecture. Species shall conform to native and/or those recommended for existing soil and elevation conditions.

### 3. LAND USE AND IMPROVEMENTS

The following are the various land uses. These land use classifications, as hereinafter described, limit and prescribe the use of the Property. Any use not specifically permitted is hereby declared to be prohibited; however, other uses will be permitted where, in the opinion of the Committee, such other uses are compatible with the specific uses permitted and with the other uses conducted on or planned for the adjacent area. See attached map showing Parcel locations.

A. Multiple-family Residential--Parcels 4A and B; 5D, E, and F; 6B, C, D, and E; 7B, C, D, and E; and 8A, B, and C.

#### (1) Uses Permitted

(a) Multiple-family dwelling structures of one to three stories, but not to exceed fifty (50) feet in building height. Included are individual lodges, "party-wall" apartments, townhouses, and condominiums subject to the provisions of the Colorado Condominium Ownership Act.

(b) Cluster, detached, multiple-family dwelling structures of one or two stories, but not to exceed thirty-five (35) feet in building height.

#### (2) Density and Property Coverage

No building(s) shall be constructed on any Parcel which covers more than thirty-five (35) percent of the total area of the Parcel. No less than eight (8) or more than fifteen (15) living units per acre may be constructed on a Parcel without the prior consent of the Committee. A minimum of twenty (20) percent of the total area of the Parcel must be landscaped.

(3) Minimum Living Area

No dwelling unit shall contain less than six hundred (600) square feet of actual living area exclusive of porches, patios, garages, breezeways, and other appurtenances.

(4) Parking

Adequate off-street parking shall be provided to accommodate resident and visitor parking needs.

B. Commercial/Office/Institutional/Research--Parcels 1A and B; 4C; 5A, B, C, and G; 6A; and 9.

(1) Uses Permitted

(a) Retail selling or leasing of goods and services.

(b) Financial institutions.

(c) Private clubs and lodges.

(d) Business offices.

(e) Professional offices.

(f) Medical laboratories.

(g) Theatre and amusement centers, provided that all activities are conducted indoors.

(h) Churches.

(i) Private or semi-private education and training facilities;

provided, however, that no outdoor storage of goods or equipment shall be allowed without written approval of the Committee; all lighting shall be shielded and confined within property lines; no activity shall be conducted which causes or produces the escape to adjacent areas, within or without the Property subject to this Declaration, of objectionable matter, such as, but not limited to, vibrations, sounds, dust or odors; and the above permitted uses must satisfy the requirements of the following provisions of this Declaration and not be prohibited by any such provision.

(2) Property Coverage

No building(s) shall be constructed on any Parcel which is more than thirty-five (35) feet in height and which covers more than forty (40) percent of the total area of the Parcel. A minimum of twenty (20) percent of the total area of the Parcel must be landscaped.

(3) Parking

Adequate off-street parking shall be provided to accommodate all parking needs for employee, visitor and company vehicles on the Parcel. The intent of this provision is to eliminate the need for any on-street parking, which will not be permitted. If parking

requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this provision.

(a) Retail selling or leasing of goods and services - one off-street parking space for each 200 square feet of building.

(b) Financial institutions, private clubs and lodges, business offices, professional offices, and private or semi-private education and training facilities - one off-street parking space for each 300 square feet of building.

(c) Medical laboratories - one off-street parking space for each 400 square feet of building.

(d) Theatre and amusement centers - one off-street parking space for each 500 square feet of building.

(e) Churches - one off-street parking space for every five seats.

C. Light Industrial/Service--Parcels 2A, B, C, D, E, F, G, H, I, and J; and 3A, B, C, D, E, and F.

(1) Uses Permitted

Those forms of light industry approved by the Committee.

(2) Property coverage maximums are the same as 3B(2).

(3) One off-street parking space shall be provided for each 400 square feet of building.

D. Parks and Open Space/Recreational--Parcel 7A and all Tracts.

(1) Uses Permitted

Those approved by the Committee.

E. Civic/Public Uses--Parcels 3G and 3H.

(1) Uses Permitted

Those funded by federal, state, county, or local government tax rolls and approved by the Committee. This usage also includes office space for the Pagosa Property Owners Association.

(2) Property coverage maximums are the same as 3B(2).

F. Set-back Requirements for All Permitted Uses.

(1) No building or structure shall be located within thirty-five (35) feet of U.S. Highway 160. Where parking is used within this thirty-five (35) feet, a minimum of fifteen (15) feet adjacent to said highway must be landscaped. A minimum of twenty (20) feet of landscaping shall be provided along U.S. Highway 160 if parking is not used within the setback.

(2) No building or structure shall be located within twenty-five (25) feet of North Pagosa Boulevard, Park Avenue, Village Drive, Tallman Drive, and Carlee Club Drive. Where parking is used within this twenty-

than six  
exclu-  
nd other

provided  
a.

-Parcels

oods and

provided

tion and

outdoor  
allowed  
tee; all  
d within  
onducted  
adjacent  
subject to  
such as,  
dust or  
satisfy  
sions of  
any such

nd on any  
feet in  
percent of  
enty (20)  
be land-

a provided  
, visitor  
nt of this  
on-street  
f parking

five (25) feet, a minimum of seven (7) feet adjacent to the road must be landscaped. A minimum of ten (10) feet of landscaping shall be provided if parking is not used within the setback.

(3) No building or structure shall be located within twenty (20) feet of Valley View Drive, Davis Cup Drive, and Tapoa Drive. A minimum of seven (7) feet adjacent to the street must be landscaped.

(4) No building or structure shall be located within fifteen (15) feet of Greenbrier Drive. A minimum of five (5) feet adjacent to the street must be landscaped.

(5) No building or structure shall be located within twenty (20) feet of a street that traverses a Parcel.

(6) No building or structure shall be located within fifteen (15) feet of any common Parcel boundary line or within ten (10) feet of a greenbelt/open space or within fifteen (15) feet of another detached building.

(7) Parking areas shall not be located within five (5) feet of any common Parcel boundary line or any greenbelt/open space.

In all cases, the total set-back area shall be maintained in a sightly and well-kept condition by the owner or lessee of the Property.

#### 4. GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on the Property:

A. No outside toilet shall be constructed on the Property. With the prior written consent of the Committee, water wells and septic systems may be constructed on the Property prior to its being served by central water or sewage systems; provided, however, such water or septic facilities shall comply with all requirements of the Health Department of the State of Colorado and other governmental agencies having jurisdiction thereof. All plumbing fixtures, dishwashers or toilets shall be connected to the central sewage system, or individual septic systems as permitted above. Storm water shall not be allowed to flow into the sewage system. At such time as central water or sewer facilities become available to an owner who has constructed a water well and/or septic system, the water well and/or septic 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 water system shall be deemed to be available for purposes of this paragraph when water lines are installed, operative, and ready for connection within one hundred (100) feet of the property line. The central sewage system shall be deemed to be available when sewer lines are installed, operative and ready for connection within four hundred (400) feet of the property line.

B. All utilities must be installed underground.

C. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on the Property; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place, nor shall any overnight camping be permitted on the Property.

D. Once construction of improvements is started on the Property, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.

E. All structures constructed or placed on the Property shall be constructed with new material and no used structures shall be relocated or placed on the Property.

F. No change in ground level may be made on the Property in excess of one foot from existing grades without the written approval of the Committee obtained prior to the commencement of work. Concerning excavation made in connection with construction of an approved improvement, upon completion of the improvement, exposed openings shall be backfilled and disturbed ground shall be graded and levelled and restored as nearly as possible to its original appearance.

G. All commercial buildings shall be designed for loading to the rear of the setback line from that portion of a structure not fronting a street. Loading areas shall not encroach into setback areas.

H. No building or residence shall be occupied until the same has been substantially completed in accordance with its approved plans and specifications.

I. No animals or livestock of any description, except the usual household pets, shall be kept on the Property. Said pets shall be confined to the occupant's property or at all times be under the direct control of occupant(s) when in other areas.

J. All signs, billboards or advertising structures of any kind are prohibited except upon application to and receipt of written permission from the Committee.

K. No stripped down, partially wrecked, or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked anywhere on the Property. No vehicles shall be parked overnight on streets. No cars or motor vehicles can be worked on for mechanical repairs on the Property. No junk equipment which is visible to the occupants or users of any street within the Property is allowed on the Property.

L. No commercial type truck shall be parked for storage overnight or longer on the Property in such a manner as to be visible to the occupants or users of any street within the Property, unless the prior written approval of the Committee has been obtained.

M. Overnight parking of recreational vehicles (boats, trailers, campers, etc.) is not permissible in regular parking areas or on streets, or anywhere else on the Property not specifically designated for parking of recreational vehicles. Declarant or its successors or assigns will provide an enclosed screened area for the purpose of storing recreational vehicles on the basis of one space at least 10' x 20' per 10 residential units occupying the site; provided, however, that the Committee may at its discretion adjust parking space requirements, according to the demand for recreational vehicle parking. The Committee shall have the right to move the recreational vehicle parking site to different locations.

N. Every tank for the storage of fuel installed outside any building on the Property shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. All exterior storage areas, service yards, loading docks and ramps, and electrical cage enclosures are to be screened to the satisfaction of the Committee by fencing or shrubbery. Mechanical equipment on roofs shall be

started on the  
completed in  
ed, within six

placed on the  
and no used  
rty.

made on the  
as, without the  
the commence-  
nction with  
letion of the  
and disturbed  
as nearly as

designed for  
portion of a  
not encroach

occupied until  
nce with its

option, except  
property. Said  
at all times  
her areas.

structures of  
d receipt of

or junk motor  
sitted to be  
ll be parked  
be worked on  
uipment which  
t within the

parked for  
manner as to  
t within the  
ommittee has

icles (boats,  
ular parking  
not specifi-  
s. Declarant  
oned screened  
on the basis  
its occupying  
may at its  
ording to the  
ee shall have  
ing site to

el installed  
buried below  
section of the  
orage areas,  
ctrical cage  
the Committee  
ools shall be

screened to the satisfaction of the Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the Property at any time except during refuse collections. These requirements may be extended to any facility or activity which, in the opinion of the Committee, warrants it; the Committee, at its discretion, may also allow exceptions to these requirements.

D. All outdoor drying yards, clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any streets within the Property.

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

Q. Dwelling units may be used as model houses or sales office provided they are not used in such a way as to unreasonably interfere with or disturb any unit purchaser or owner including the use, enjoyment or access of such owner, his family or guests.

R. No noxious, offensive or illegal activities shall be carried on on the Property nor shall anything be done that shall be or become an unreasonable annoyance or nuisance to the neighborhood. No building or operation shall be conducted on the Property which shall give off, discharge, or emit any obnoxious noises, fumes, odors, glare, vibrations, or otherwise be offensive to or injure the public health. Nuisances, if not removed within ten (10) days of notification, may be removed by the Committee and removal costs charged to owner, lessee, or occupant. Storage or disposal of hazardous or radioactive material on the Property is prohibited.

S. No materials shall be transported to, from or within the Property in such a way as to create a nuisance or hazard. Permission must be obtained from the Environmental Control Committee before dangerous or loose materials may be transported.

T. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Property, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service within the Property for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors or assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.

U. No water, oil or natural gas drilling, retining, quarrying, or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Property.

Every outdoor  
all be installed  
ot to be visible  
except during  
extended to any  
the Committee,  
may also allow

poles, clothes  
or screened by  
ets within the

enna of any kind  
or a building  
has been made  
its with those

houses or sales  
to unreasonably  
owner including  
ily or guests.

activities shall  
g be done that  
nuisance to the  
nducted on the  
t any obnoxious  
se be offensive  
removed within  
e Committee and  
nt. Storage or  
he Property is

d to, from or  
a nuisance or  
Environmental  
terials may be

refuse shall be  
/. No outside  
ld refuse shall  
nd orderliness  
for itself, its  
erate, or from  
third party to  
e Property for  
like household  
ervice shall be  
a day or days  
assigns. The  
removal service  
rates charged  
isions of high  
ge from time to

ling, refining,  
l be permitted  
re designed for  
ed, maintained

V. The Property, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent its becoming unsightly by reason of unattractive growth on such Property or the accumulation of rubbish or debris thereon.

W. Landscaped areas shall be reasonably maintained by the owner or the lessee of the Property as to pruning, trimming, watering, or other requirements, to create an attractive appearance. Any plant material not surviving shall be replaced as soon as possible in the growing season. Lack of maintenance shall constitute a violation of these Restrictions and may be accomplished by the Committee and the cost thereof charged to the appropriate owner or lessee. Maintenance of Pedestrian Easement Improvements shall be the responsibility of each adjacent Parcel owner until such time as such Improvements are conveyed to the Pagosa Property Owners Association by Declarant.

X. No tree over three (3) inches in diameter shall be removed from the Property without the written consent of the Committee.

Y. Any dwelling or outbuilding on the Property 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 Property restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

Z. No portion of the Property shall be used:

(1) for the storage of salvage, junk, or second-hand material as a principal or primary business;

(2) for the manufacture, storage, distribution or sale of explosives as a principal or primary use;

(3) for the purpose of conducting any circus or carnival, fairs, rodeos and the like, except with the written consent of the Committee;

(4) for trailer courts;

(5) for cemeteries;

(6) for stockyard or slaughter of animals;

(7) for jail or honor farms; or

(8) for agricultural uses including animal husbandry.

#### 5. VARIANCES

The 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.

#### 6. EASEMENTS

A. The Declarant reserves unto itself, its successors and assigns, certain easements along, across, over and upon the real estate that constitutes the Property. The easements so reserved by the Declarant are described as follows:

unoccupied, and  
be maintained  
ly by reason of  
accumulation of

ly maintained by  
ning, trimming,  
tractive appear-  
eplaced as soon  
ntenance shall  
l may be accom-  
charged to the  
strian Easement  
adjacent Parcel  
conveyed to the

meter shall be  
consent of the

Property which  
storm or for any  
l debris removed  
with reasonable  
all such debris

used;

ink, or second-  
business;

istribution or  
ary uses;

any circus or  
except with the

animals;

cluding animal

variances and  
come practical  
the application  
ver, that such  
uses hereof and  
or adjustment  
other property

its successors  
or and upon the  
e easements so

(1) Declarant, for itself, its successors and assigns and licensees, reserves a ten (10) foot wide easement along all present and subsequent road rights-of-way, and a ten (10) foot easement along the side lines of the Property for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate guy wires, braces and anchors wherever necessary for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use does not interfere with the use of such easements for their intended purposes.

(2) Declarant for itself, its successors, assigns and licensees, reserves a twenty-five (25) foot wide easement within all rights-of-way for the purpose of cutting and filling and drainage. Declarant further reserves unto itself, its successors and assigns and licensees, the right to cause or permit drainage of surface water over and/or through said Parcels, and further it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage.

(3) The Property shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

(4) No owner of the Property shall have any claim or cause of action against Declarant, its successors, assigns or licensees, either in law or in equity, and arising out of exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

7.

#### SIGN REGULATIONS

Declarant desires the Property be subject to the terms of paragraph B. of an Amended Declaration of Restrictions for Pagosa Village Service Commercial and for Village Center made on the 6th day of July, 1979, and recorded on the 23rd day of July, 1979, in the Public Records of Archuleta County, Colorado, in Book 166 at Pages 435 through 451 inclusive, which are made a part hereof and incorporated herein by reference.

8.

#### PAGOSA PROPERTY OWNERS ASSOCIATION, INC.

A. Every person acquiring legal or equitable title to any of the Property which is designated for multi-family residential use becomes a member of the Pagosa Property Owners Association, Inc., a Colorado non-profit corporation herein referred to as "Association", and with such ownership in the Property and membership in the Association, he then becomes subject to the requirements and limitations imposed in these Restrictions and to the regulations and assessments of the Association, with the exception, however, of such person or persons who hold an interest in any such Property merely as security for the performance of an obligation to pay money, e.g., mortgages, deed of trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of the Property, he will then be subject to all the requirements and limitations imposed in these Restrictions

successors and a (10) foot wide right-of-way along the side of installing, lines and mains, cut or remove it to locate guy necessary for said work, together with and operate utility poles, and reserving and licenses, the same for any of the permanent building the same may be used and other purposes.

cessors, assigns a (25) foot wide right-of-way for the purpose of declaring further and assigns and permit drainage of said parcels, and over and under all of installing, drainage.

be subject to an ant stabilization

ll have any claim its successors, or in equity, and sement reserved illful or wanton

ject to the terms Restrictions for ge Center made on 3rd day of July, Colorado, in Book are made a part

uitable title to multi-family resi- Property Owners Corporation herein ownership in the he then becomes imposed in these easements of the such person or roperty merely as pay money, e.g., tract purchases. his security and hen be subject to hese Restrictions

on owners and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners at Pagosa and to strengthen and enhance Pagosa property values.

C. The Association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use, of all recreational facilities, and other properties at Pagosa as it may from time to time own or agree to maintain. The Association may provide police protection for the residents of the community.

In the event that the Association at any time fails to properly maintain such parks and recreational facilities, or fails to provide adequate police protection, the Declarant may in its sole discretion enter upon and make any and all repairs, or may maintain any of the properties under the responsibility of the Association, or the Declarant may adopt measures to provide adequate police protection and may charge the Association for all such repairs or protection; provided, however, that Declarant shall under no circumstances be obligated to take any such action.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Association a uniform annual charge per multiple-family residential unit within the Subdivision. The amount of such charge is to be determined by the Board of Directors of the Association for the purposes set forth in the Articles of Incorporation, and the charge in no event shall be less than \$50.00 per each multiple-family unit.

No such charge shall ever be made against, or be payable by the Declarant, the Association itself, or any entity that may be created to acquire title to, and operate, the water or sewer utilities serving the Subdivision, any commercial operations or any waterway, beach, access tract, marina, golf course, tennis courts, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision.

All charges are payable annually by the member to the Association on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per unit by the first day of April of each year, and written notice of the charge so fixed shall be sent to each member in the event it is changed from the previous year.

Every person who shall become the legal or equitable owner of the Property by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association shall make in accordance with these Restrictions. If such payment is not made when due, it shall bear interest from the due date at the rate of twelve (12) percent per annum. Until paid, such charges together with costs and reasonable attorney's fees required to secure payment thereof shall constitute a perpetual lien on and against the Property charged. The Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees and may foreclose the lien in accordance with the laws of the State of Colorado.

The Association shall upon demand at any time furnish a list of members who have paid such assessments or of such members who are then delinquent in payment of such assessments.

2. The fund accumulated as a result of the charges levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members of the Association and in particular providing police protection and the maintenance of the waterways, parks and other recreational facilities.

F. The lien of a mortgage or deed of trust placed upon the Property for the purpose of permanent financing and/or constructing a building, residence, or other improvement thereon, shall be superior to any such lien as provided for in these Restrictions.

G. The Board of Directors of the Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities of any member or associate member if any charge owed remains unpaid; or for any continuing violation of the Restrictions, after the existence of the violation has been brought to the attention of the member in writing by the Board of Directors of the Association; or during the period that any utility bill for water or sewer service remains unpaid.

9. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

In the event an owner of any of the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right to enter upon said Property and repair and restore the Property and the exterior of any improvements erected thereon. Such right shall not be exercised unless two-thirds (2/3) of the Board of Directors shall have voted in favor of such action. The cost of such exterior restoration and maintenance shall be added to and become a part of the annual charge to which such Property is subject. The Association shall not be liable for any damage which may result from any maintenance work performed hereunder.

10. CHARGES FOR WATER AND SEWER SERVICE

A. Every legal or equitable owner of the Property shall pay charges for water and sewer service in accordance with rates approved by the entity having jurisdiction in the matter. At such time as water or sewer service is available to the owner of the Property, he shall pay a water connection fee and/or a sewer connection fee in amounts established by the entity having jurisdiction in the matter. Unless otherwise determined by the entity having jurisdiction in the matter, water service shall be deemed to be available for purposes of this paragraph when water lines are installed, operative and ready for connection within one hundred (100) feet of any property line and sewer service shall be deemed to be available when sewer lines are installed, operative and ready for connection within four hundred (400) feet of any property line.

B. Easements in addition to those reserved throughout these Restrictions shall be granted for the practical construction, operation and maintenance of such water and sewer facilities upon request of the Declarant or the entity having jurisdiction in the matter.

11. RIGHTS OF MORTGAGEES

All Restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these

demand at any time  
assessments or of  
payment of such assess-

result of the charges  
exclusively for the  
h, safety and welfare  
particular providing  
waterways, parks and

of trust placed upon  
it financing and/or  
improvement thereon,  
provided for in these

the Association shall  
ny) and the right to  
y member or associate  
for any continuing  
instance of the viola-  
member in writing by  
or during the period  
ice remains unpaid.

#### RAIN MAINTENANCE

Property shall fail  
s situated thereon in  
ors of the Associa-  
to enter upon said  
and the exterior of  
right shall not be  
d of Directors shall  
ost of such exterior  
and become a part of  
s subject. The Assoc-  
which may result from

ner of the Property  
ce in accordance with  
ion in the matter. At  
lable to the owner of  
fee and/or a sewer  
the entity having  
se determined by the  
water service shall be  
paragraph when water  
connection within one  
sewer service shall be  
installed, operative  
ed (400) feet of any

be reserved throughout  
practical construc-  
and sewer facilities  
having jurisdiction in

sions herein contained  
ll mortgages and deeds  
and subject to these

Restrictions, and none of said Restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale and his successors and assigns, shall hold any and all Property so purchased subject to all of the Restrictions and other provisions of this Declaration.

#### 12. REMEDIES

A. Violation or breach of any Restriction herein contained shall, should such violation or breach continue for a period of ten (10) days after written notice thereof, entitle Declarant and/or the Environmental Control Committee on behalf of the Association to the right to enter upon the Property with respect to which said violation or breach exists, and summarily to remove at the expense of the owner, lessee or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof.

B. The Association or any party to whose benefit these Restrictions inure, including the Declarant, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions; provided, however, that it is expressly understood that neither Declarant nor the Association shall be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these Restrictions.

C. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth in 12-B above in respect to a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

#### 13. GRANTEE'S ACCEPTANCE

A. The Grantee of the Property 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 Property, 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 of the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, the Association, and to and with the grantees and subsequent owners of portions of the Property within the development to keep, observe, comply with and perform said Restrictions and agreements.

B. Each grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such Property including but not limited to its proximity to waterways, club or recreation facilities.

#### 14. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

side or in  
any such  
portion  
usage or  
of such  
and all  
and other

herein  
be for a  
entitled  
half of  
erty with  
arily to  
thereof,  
thereon  
of.

fit these  
ssors and  
e occur-  
rictions;  
neither  
is of any  
orce, or

grieved  
above in  
l be held  
party to  
contin-  
ifferent

coverage  
ng title  
thereof,  
roperty,  
each and  
lined, and  
id of the  
s heirs,  
ovenant,  
, and to  
is of the  
with and

ance, to  
, all the  
to such  
aterways,

red to be  
rictions  
nd of and  
f any of  
nenforce-  
t holding  
lity, or

15.

CAPTIONS

The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.



ATTEST

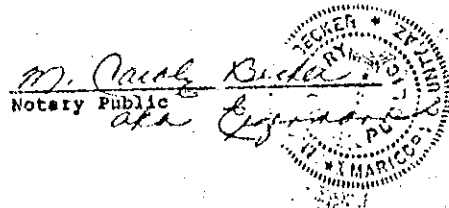
Fred B. Thielen  
Secretary

EATON INTERNATIONAL CORPORATION  
A Delaware corporation

BY: David B. Eaton  
President

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

This instrument was acknowledged before me this 24th day of June, 1982, by David B. Eaton as President and Fred B. Thielen as Secretary of EATON INTERNATIONAL CORPORATION, a Delaware corporation.



My commission expires 1/13/84.

111510

us paragraphs  
venience of  
an aid to the  
Wherever and  
shall be taken  
form shall be  
er.

executed this

AL CORPORATION  
ation

*Eaton*

me this *22/4*  
nt and Fred B.  
CORPORATION, a



# CENTRAL CORE



111810

Recorded AUG - 2 1983 8:35 A.M.  
Serial 117710 Martha Valdez-Recorder.  
J.J.

SUPPLEMENTAL DECLARATION OF RESTRICTIONS

FOR

FAIRFIELD - EATON, INC.

This Supplemental Declaration of Restrictions (hereinafter referred to as Supplemental Declaration) made and entered into this 26th day of July, 1983, by and between Fairfield - Eaton, Inc., a Delaware Corporation, (hereinafter referred to as Declarant) and Colorado Land Title Company, a Colorado Corporation, (hereinafter referred to as Title Company) parties of the first part; and SUCCESSORS IN TITLE TO DECLARANT AND/OR TITLE COMPANY IN AND TO ANY AND ALL NUMBERED LOTS IN THE HEREINAFTER ENUMERATED SUBDIVISIONS WHICH LOTS ARE EITHER OWNED BY DECLARANT AND/OR TITLE COMPANY AT THE DATE OF RECORDATION OF THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS OR ARE HEREAFTER ACQUIRED BY DECLARANT AND/OR TITLE COMPANY, ITS SUCCESSORS OR ASSIGNS, parties of the second part;

For the purpose of this Supplemental Declaration the term "lot" shall mean and include any and all townhouses and condominiums platted of record, any and all timeshare units platted of record, and any and all land subdivided and platted of record as single family residences;

WITNESSETH:

WHEREAS, Declarant is the developer of that certain resort development known as "Fairfield Pagosa" located in Pagosa Springs, Archuleta County, Colorado; and

WHEREAS, Declarant has conveyed the legal title to certain properties in Fairfield Pagosa to Title Company pursuant to a Title Clearing Agreement dated June 21, 1983 for the purpose of providing a convenient method of conveying title, releasing encumbrances and protecting the interest of the parties as their interests may appear; and

WHEREAS, Declarant is the developer of certain lots in the subdivisions hereinafter enumerated, which subdivisions are located in Fairfield Pagosa,

Plats of said subdivisions being recorded in the Archuleta County Recorder's Office in the Books at the Pages hereinafter enumerated, the aforesaid subdivisions and the recordation data of the respective plats and Declaration of Restrictions being attached hereto as Exhibit A; and

WHEREAS, Declarant is also the owner and/or developer of certain unnumbered land or lands in Fairfield Pagosa which lands are intended for commercial, multiple dwelling, condominium or hotels, or recreational uses; and,

WHEREAS, certain of the aforesaid unnumbered land or lands have been developed by Declarant as recreational amenities; and,

WHEREAS, Declarant may hereafter develop other of said lands as recreational amenities; and,

WHEREAS, the recreational amenities hereinabove referred to include or may hereafter include but shall not be limited to, dams, lakes, beaches, golf courses, tennis courts, swimming pools, club houses and adjacent clubhouse grounds, and campgrounds; and

WHEREAS, the aforesaid recreational amenities are provided to further and promote the community welfare of property owners in Fairfield Pagosa; and

WHEREAS, any or all of the aforesaid recreational amenities may be conveyed by the Declarant or the operation thereof may be transferred to one or more non-profit property owners associations, whereupon the maintenance, repair, and upkeep, of such recreational amenities will be provided by said association(s); and

WHEREAS, Declarant desires to insure the maintenance, repair, and upkeep of such recreational amenities until such time if ever, as any or all of such recreational amenities may be conveyed or the operation thereof transferred to one or more non-profit property owners associations; and

WHEREAS, Declarant also desires to insure that all purchasers of lots in the subdivisions hereinafter enumerated in Exhibit A will be members of the Pagosa Property Owners Association, a Colorado non-profit corporation, hereinafter referred to as "Association";

NOW, THEREFORE, Declarant hereby declares that all numbered lots in the aforesaid subdivisions listed on Exhibit A attached hereto (1) owned by Declarant or Title Company at the date and time of recordation of this Supplemental Declaration or (2) hereafter acquired by Declarant or Title Company, its successors and assigns, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to this

Supplemental Declaration as well as to the applicable Declaration of Restrictions hereinafter set forth in Exhibit A attached hereto; provided however that any lot heretofore sold by Declarant for which a deed has not been recorded shall not be subject to this Supplemental Declaration (unless hereafter acquired by Declarant, its successors or assigns) provided that the deed for such lot is recorded without reference therein to this Supplemental Declaration.

THE COVENANTS, CONDITIONS AND CHARGES HEREBY IMPOSED UPON SUCH LOTS ARE AS FOLLOWS:

Article I. Recreational Amenity Fee

Section 1. Power to Levy Fee. The Declarant shall have the power to levy against each lot subject to the provisions hereof an annual charge, the amount of said charge to be determined solely by the Declarant after consideration of current and future needs of Declarant for the reasonable and proper maintenance, repair and upkeep of all recreational amenities owned by the Declarant or Title Company and actually provided at the date of the levy of such charge. The recreational fee may be collected for the Declarant by one or more designated property owners associations as a part of their common expenses.

Section 2. Successors and Assigns. The power to levy such charge shall inure also to the successors and assigns of each such recreational amenity, provided however, that no charge shall be levied by any such successor or assign within twelve (12) months following the date of levy by Declarant or by the predecessor in title to such successor or assign of a charge as provided herein for the maintenance, repair, and upkeep of the recreational amenity or amenities acquired by such successor or assign.

Section 3. Entities Not Subject to Fee. No such charge shall ever be levied against lots owned by the Declarant or Title Company, by any non-profit property owners association, or by any corporation or corporations that may acquire title to or operate any water or sewer utilities serving the area, or any dams, lakes, beaches, golf courses, tennis courts, swimming pools, club house grounds, or other like recreational facilities, regardless of whether such facilities are used by persons other than lot owners.

117710

Section 4. Liens. Charges to be levied by the Declarant, its successors and assigns, for the maintenance, repair and upkeep of the recreational amenity or amenities during the ensuing year shall be determined on or before the first day of each year. Each such charge shall become a lien or encumbrance upon the lot upon which same is levied as of the aforesaid first day of January, and acceptance of each deed for a lot or the execution of the Contract of Purchase for a lot, shall be construed to be a covenant by the lot owner or lot purchaser to pay each such charge. Any lot acquired shall be taken subject to the lien for any unpaid prior charges, and every person who shall become the owner of the title, legal or equitable, to any lot subject to such a charge by any means whatsoever (other than a mortgagee under a mortgage or a trustee under a Deed of Trust) shall be deemed conclusively to have covenanted to pay to Declarant, its successors or assigns, any such charge or charges. However, if a mortgagee or trustee under a Deed of Trust should, through foreclosure or otherwise, become the equitable or real owner of the lot, he will then be subject to all provisions of these Covenants.

Section 5. Payment. Each such charge shall become due and payable on the first day of March of the year in which such charge is levied, and each such charge shall bear interest from its due date at the highest rate of interest allowed by law, which interest until paid shall also constitute a lien or encumbrance upon the lot to which said charge is applicable. Such charge shall be pro-rated from the date of execution of the lot purchase contract.

Section 6. Place of Payment. Payment of all charges provided for herein, whether levied by Declarant, its successors or assigns, shall be made to Declarant, its agents, successors, or assigns at Fairfield Pagosa, P. O. Box 4100, Pagosa Springs, Colorado, 81157 or to such replacement address or addresses of Declarant, its agents, successors or assigns as may be designated by Declarant.

Section 7. Remedies. The lien of each charge as provided for hereunder may be foreclosed by Declarant, its successors or assigns, at any time following the due date of the charge levied. In addition and as an alternative to the remedy of lien foreclosure, the Declarant, its successors and assigns, shall have the right and option to sue the lot owner or lot purchaser and any successor owner or owners of same for any and all unpaid charges, interest, costs and reasonable attorney's fees, in any court of competent

jurisdiction as for a debt owed by such lot owner or lot purchaser or successor lot owner or lot purchaser to Declarant, its successors or assigns.

Section 8. Priority. Any and all liens as provided for in this item shall be subordinate to the lien of a bona fide mortgage or Deed of Trust representing a first lien at any time placed upon any lot for the purpose of permanent financing provided said mortgage or Deed of Trust is recorded in accordance with the laws of the State of Colorado.

Section 9. Record Keeping. All funds accumulated from the charges levied hereunder by the Declarant, its successors and assigns, shall be separately reflected on the books of account of the Declarant or any other such owner, if any, of said amenities as pertaining to the recreational facilities of the subdivision.

Section 10. Suspension of Privileges. Declarant, its agents, successors or assigns shall have the right to publish a list of lots subject to charges hereunder, which charges are in a delinquent status; and Declarant, its successors and assigns, shall have the right to suspend the use of all recreational facilities owned by Declarant, its successors and assigns, by any person or persons basing the right of use of such recreational facilities upon the ownership or possession of any such lot for which charges provided for hereunder are delinquent.

Section 11. Use Fee. Nothing contained herein shall be interpreted or construed to prevent Declarant, its successors or assigns, from charging any user for the use of any amenities owned or operated by them, or any of them; including charges for individual services or goods provided users through such facilities.

## Article II. Pagosa Property Owners Association

Section 1. General. The Pagosa Property Owners Association, Inc. is a Colorado non-profit corporation which is organized for the benefit of the residents and owners of property within the Fairfield Pagosa Resort to promote community welfare, strengthen and enhance property values and operate and be responsible for certain of the common areas.

Section 2. Membership in the Association. Every person acquiring legal or equitable title to any Lot shall automatically be a member of the Association, subject to the requirements imposed by these Covenants and the Articles,

Bylaws, rules and regulations of the Association. The provisions of this Section 1 will not apply to any persons who hold an interest in any lot solely as security for the performance of an obligation to pay money, such as mortgages or deeds of trust. However, if any such person should, through foreclosure or otherwise, become the equitable or real owner of the lot, he will then be subject to all provisions of these Covenants.

Section 3. Powers and Duties. The Association will have the powers and duties set forth in its Articles, Bylaws, rules and regulations, and applicable Declaration of Covenants and Restrictions, including the power to assess its Members, and the duty to maintain parks, recreational facilities and provide such other community services such as police and fire protection as it determines advisable. If the Association does not properly perform any of its required duties, Declarant shall have the right, but not the obligation, to perform such duties.

Section 4. Assessments.

- (a) Lots Subject to Assessments. All lots subject to the provisions hereof shall be subject to assessments by the Association. However, no assessment shall be payable by Declarant, the Title Company, or the Association itself. In addition, neither Declarant, the Association, or any other entity shall pay assessments for portions of the Property utilized for public water or sewer services, community waterways, nonexclusive beaches, access tracts, marinas, golf courses, tennis courts, swimming facilities, clubhouses or grounds, campgrounds or other similar recreational facilities so designated by Declarant on any recorded plat or subsequently recorded document.
- (b) Basis of Assessments. The Association will adopt a budget at the beginning of each fiscal year and will set assessments for the year sufficient to fund its budgeted operations. The Association will then set the level of assessment for each Lot in a manner which equitably shares the expenses of the Association's operations based on the benefit each Lot derives from the Association, its size, value and other pertinent factors determined by the Association. Lots determined by the Association to be comparable will be assessed equally. The Association will promptly notify Lot Owners of their Lot's assessment by the first day of April each year.

(c) Payment. All assessments are payable annually on or before the first day of May each year. Every person who shall become the legal or equitable Owner of a Lot subject to assessments hereunder by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association shall make in accordance with these Covenants. If such payment is not made when due, it shall bear interest from the due date at the rate of 12 percent per annum. Until paid, such charges, together with costs and reasonable attorneys' fees required to secure payment thereof, shall constitute a perpetual lien on and against the Lot charged. The Association may publish the name of a delinquent Member and may file notice that it is the holder of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees and may foreclose the lien in accordance with the laws of the State of Colorado. The Association shall, upon demand at any time, furnish a list of Members who have paid such assessments or of such Members who are then delinquent in payment of such assessments.

(d) Priority. The lien for unpaid Association assessments shall be junior and subordinate to any properly recorded First Lien on any portion of Fairfield Pagosa. However, all assessments coming due after any holder of a First Lien acquired actual or equitable title through foreclosure or otherwise shall constitute a lien on the lot involved as provided above. The Declarant's lien for unpaid recreational assessments provided in Article I and the Association's lien for unpaid assessments provided in this Article II shall be concurrent and on equal parity.

(e) Suspension of Voting Rights. The Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities owned by the Association of any Member or associate Member if any charge owed remains unpaid; or for any continuing violation of these Covenants, after the existence of the violation has been brought to the attention of the Member in writing by the Association; or during the period that any utility bill for water or sewer service remains unpaid.

Section 5. Additional Common Areas. Some areas within Fairfield-Pagosa may have additional common areas or facilities designed to serve specific portions of the Property. If so, there may be additional owner's associations with supplemental assessment rights for purposes of operating and maintaining these additional facilities. Any such additional associations or assessment rights will be specified in the Supplemental Covenants for the areas involved.

Article III. Purpose

It being the intent and purpose of this Supplemental Declaration to include any and all lands hereinafter developed and sold by Declarant for residential, resort or retirement purposes. Property added to the Fairfield-Pagosa development by Declarant by way of execution of a Declaration of Restrictions shall incorporate this Supplemental Declaration therein by reference.

IN WITNESS WHEREOF, Fairfield - Eaton, Inc. and Colorado Land Title Company have caused these presents to be executed and their corporate seals to be hereto affixed all by order of their Board of Directors duly given, this the day and year first above written.

FAIRFIELD - EATON, INC.

By: [Signature]

VICE

President

COLORADO LAND TITLE COMPANY

By: [Signature]

VICE

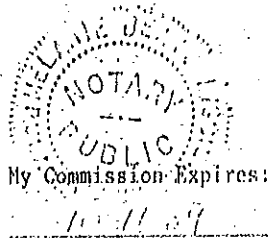
President



STATE OF ARKANSAS }  
COUNTY OF PULASKI } SS.

The foregoing instrument was acknowledged before me this 26th  
day of July, 1983 by Joe L. Givens  
as Vice President for Fairfield - Eaton, Inc.

WITNESS my hand and official seal.

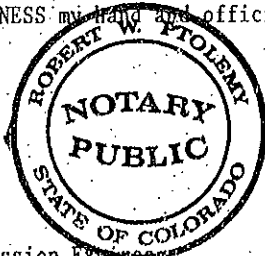


Thelma J. Givens  
Notary Public  
Address: 1201 Kinsman Dr NW  
Little Rock, Arkansas 72202

STATE OF COLORADO }  
COUNTY OF La Plata } SS.

The foregoing instrument was acknowledged before me this 27th day of  
July, 1983 by Eloise B. Talbert as Vice-President  
~~President~~ of Colorado Land Title Company.

WITNESS my hand and official seal.



Robert W. Ptolemy  
Notary Public  
Address: 970 1/2 Main Ave  
Durango, Colorado 81301

My Commission Expires  
3/25/87

RECORDING INFORMATION

STATE OF COLORADO }  
COUNTY OF ARCHULETA } SS.

I hereby certify that this instrument was filed for record in my office  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_, 19\_\_\_\_,  
and is duly recorded under Reception No. \_\_\_\_\_, and in  
Book \_\_\_\_\_, Page \_\_\_\_\_.

Recorder

Deputy Recorder

EXHIBIT "A"

RECORDED SUBDIVISIONS

The following lots, parcels and tracts are all recorded in the office of the County Clerk and Recorder in and for Archuleta County, Colorado. Date included with the following legal descriptions represent the dates on which specific plats were recorded. Also included is the recording information and any amendments or supplements thereto, for each subdivision in Fairfield Pagosa.

1. Lake Pagosa Park

Lake Pagosa Park consisting of:

Lots 1 through 39, inclusive and Tracts A, B and C of Block 1  
1 parcel consisting of Block 2

Lots 1 through 16, inclusive and Tract A of Block 3

Lots 1 through 6, inclusive of Block 4

Lots 1 through 41 of Block 5

Lots 1 through 23, inclusive of Block 6

Lots 1 through 24, inclusive of Block 7

Lots 1 through 25, inclusive of Block 8

Lots 1 through 29, inclusive of Block 9

Lots 1 through 9, inclusive of Block 10

Lots 1 through 46, inclusive of Block 11

Lots 1 through 71, inclusive of Block 12

Lots 1 through 76, inclusive of Block 13

Lots 1 through 48, inclusive of Block 14

Lots 1 through 43, inclusive of Block 15

Lots 1 through 21, inclusive and Tract A of Block 16

Lots 1 through 18, inclusive of Block 17

Lots 8 through 13, inclusive of Block 18

Lots 1 through 35, inclusive of Block 19

Lots 1 through 24, inclusive of Block 20

Lots 1 through 15, inclusive of Block 21

Plat recorded in Archuleta County, Colorado, March 13, 1970; Reception  
No. 72998, Plat File # 71-86 (Total of 614 Lots, 5 Tracts) thru 73013

Lake Pagosa Park Declaration of Restrictions -	Recording date	Book/Page
	June 24, 1970	122/224
	Jan. 11, 1978	156/134

2. Pagosa in the Pines

Pagosa In The Pines consisting of:

Lots 1 through 10, inclusive and Tract A of Block 1

Lots 1 through 24, inclusive of Block 2

Lots 1 through 30, inclusive of Block 3

Lots 1 through 38, inclusive of Block 4

Lots 1 through 17, inclusive of Block 5

Lots 1 through 28, inclusive of Block 6

Lots 1 through 16, inclusive of Block 7

Lots 1 through 21, inclusive of Block 8

Lots 1 through 34, inclusive, and Tract A of Block 9

Lots 1 through 14, inclusive of Block 10

Lots 1 through 61, inclusive of Block 11

Lots 1 through 6, inclusive of Block 12

Lots 1 through 61, inclusive of Block 13

Lots 1 through 30, inclusive of Block 14

Lots 1 through 10, inclusive of Block 15

Lots 1 through 21, inclusive of Block 16

Plat recorded in Archuleta County, Colorado, March 13, 1970; Reception  
No. 73014 thru 73027, Plat File # 87-100 (Total of 421 Lots)

Pagosa in the Pines Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	Jan. 11, 1978	156/134

117710

3. Pagosa In The Pines Unit Two

Pagosa in The Pines Unit Two consisting of Lots 1 through 384, inclusive.

Plat recorded in Archuleta County, Colorado, February 4, 1972; Reception No. 75408, Plat File # 138 A-E. (Total of 384 lots)

Pagosa In The Pines Unit Two Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	March 1, 1972	127/275
	Jan. 11, 1978	156/134

4. Pagosa Vista

Pagosa Vista consisting of Lots 1 through 658, inclusive.

Plat recorded in Archuleta County, Colorado September 13, 1971; Reception No. 74884, Plat File # 131 A-K. (Total of 658 lots)

Pagosa Vista Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/71
	June 6, 1972	128/271
	Jan. 11, 1978	156/134
	Jan. 25, 1980	171/247

5. Pagosa Meadows

Pagosa Meadows consisting of Lots 1 through 106, inclusive.

Plat recorded in Archuleta County, Colorado, June 1, 1970; Reception No. 73220 Plat File # 102. (Total of 106 lots)

Pagosa Meadows Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/213

6. Pagosa Meadows Unit Two

Pagosa Meadows Unit Two consisting of Lots 1 through 116, inclusive.

Plat recorded in Archuleta County, Colorado September 13, 1971; Reception No. 74883, Plat File # 130. (Total of 116 lots)

Pagosa Meadows Unit Two Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/95
	Jan. 11, 1978	156/134

7. Pagosa Meadows Unit Three

Pagosa Meadows Unit Three consisting of Lots 1 through 122, inclusive, and 4 Tracts.

Plat recorded in Archuleta County, Colorado, May 23, 1972, Reception No. 75834, Plat File # 141 A-D. (Total of 122 lots and 4 tracts)

Pagosa Meadows Unit Three Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/95
	May 23, 1972	128/72
	Jan. 11, 1978	156/134

8. Pagosa Meadows Unit Four

Pagosa Meadows Unit Four consisting of Lots 1 through 329, inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973, Reception No. 77867, Plat File # 153 A-H, Replats -	Date	Reception No.	Plat File#
(Total of 329 Lots)	10-9-75	84139	184
	8-4-76	85910	188

Pagosa Meadows Unit Four Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/95
	June 7, 1973	132/250
	Jan. 11, 1978	156/134

9. Chris Mountain Village

Chris Mountain Village consisting of Lots 1 through 1747, inclusive.

Plat recorded in Archuleta County, Colorado, June 6, 1972; Reception No. 75934, Plat File # 142 A-22. (Total of 1747 lots)

Chris Mountain Village Declaration of Restrictions - Recording Date	Book/Page
June 24, 1970	122/224
June 6, 1972	128/264
Jan. 11, 1978	156/134
Jan. 25, 1980	171/242

10. Chris Mountain Village Unit Two

Chris Mountain Village Unit Two consisting of Lots 1 through 413, inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973; Reception No. 77868, Plat File # 154 A-F. (Total of 413 lots)

Chris Mountain Village Unit Two Declaration of Restrictions - Recording Date	Book/Page
June 6, 1972	128/264
June 4, 1973	132/243
Jan. 25, 1980	171/242

11. Pagosa Highlands Estates

Pagosa Highlands Estates consisting of Lots 1 through 795, inclusive.

Plat recorded in Archuleta County, Colorado, February 27, 1972; Reception No. 75409, Plat File # 139 A-G. (total of 795 lots)

Pagosa Highlands Estates Declaration of Restrictions - Recording Date	Book/Page
June 24, 1970	122/224
March 1, 1972	127/275
Jan. 11, 1978	156/134

12. Lake Forest Estates

Lake Forest Estates consisting of Lots 1 through 612 inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973, Reception No. 77869, Plat File # 155 A-6. (Total of 612 Lots)

Lake Forest Estates Declaration of Restrictions - Recording Date	Book/Page
June 4, 1973	132/231
Jan. 11, 1978	156/134

13. Pagosa Alpha

Pagosa Alpha consisting of portions of Section 15, 21, 22 and 23, Township 35 North, Range 2 West.

22 parcels in Section 15  
36 parcels in Section 21  
62 parcels in Section 22  
45 parcels in Section 23

Plat recorded in Archuleta County, Colorado, June 13, 1969; Reception No. 72213, Plat File # 63. (Total of 165 parcels) Replat of Pagosa Alpha recorded July 17, 1978; Reception No. 91872 in the Clerk and Recorders Office of Archuleta County, Colorado. Declaration of Restrictions recorded 1-17-79 in Book 20, Page 74.

14. Pagosa Village Service Commercial

Pagosa Village Service Commercial consisting of Lots 2 through 49, inclusive.

Plat recorded in Archuleta County, Colorado, August 7, 1975; Reception No. 83662, Plat File # 178. (Total of 48 lots)

Pagosa Village Service Commercial Declaration of Restrictions	- Recording Date	Book/Page
	June 4, 1973	132/235
	August 7, 1975	144/417

15. Pagosa In The Pines Annex

Pagosa In The Pines Annex consisting of lots 11 through 17, inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973; Reception No. 77864, Plat File # 151. (Total of 7 lots)

Pagosa In The Pines Annex Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	June 4, 1973	132/245

16. Pagosa Meadows Annex

Pagosa Meadows Annex consisting of Lots 107, 108 and 109.

Plat recorded in Archuleta County, Colorado, June 4, 1973; Reception No. 77866, Plat File # 152. (Total of 3 lots)

Pagosa Meadows Annex Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/213
	June 4, 1973	132/244

17. Pagosa Trails

Pagosa Trails consisting of Lots 1 through 502, inclusive.

Plat recorded in Archuleta County, Colorado, September 13, 1971; Reception No. 74885, Plat File # 13 A-1, Replat - Reception No. 105244, Plat File # 236. (Total of 502 lots)

Pagosa Trails Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/71
	April 1, 1977	151/428
	Jan. 11, 1978	156/134

18. Lake Hatcher Park

Lake Hatcher Park consisting of Lots 1 through 293, inclusive and 5 Tracts.

Plat recorded in Archuleta County, Colorado, November 5, 1973; Reception No. 78738, Plat File # 160 A-C. (Total of 293 Lots and 5 Tracts)

Lake Hatcher Park Declaration of Restrictions -	Recording Date	Book/Page
	November 5, 1973	134/35
	April 1, 1977	151/439
	Jan. 11, 1978	156/134

19. Twincreek Village

Twincreek Village consisting of Lots 431 through 825 and 854 through 1017 inclusive.

Plat recorded in Archuleta County, Colorado, November 5, 1973; Reception No. 78739, Plat File # 161 A-Q. (Total of 559 lots)

Twincreek Village Declaration of Restrictions -	Recording Date	Book/Page
	November 5, 1973	134/37
	Jan. 11, 1978	156/134

20. Martinez Mountain Estates

Martinez Mountain Estates consisting of Lots 1 through 136, inclusive.

Plat recorded in Archuleta County, Colorado, November 8, 1978; Reception No. 93208, Plat File # 205 A-E. (Total of 136 lots)

Martinez Mountain Estates Declaration of Restrictions -	Recording Date	Book/Page
	November 8, 1978	161/554
	November 8, 1978	161/556

21. Lakewood Village

Lakewood Village consisting of Lots 1 through 325 inclusive and 1 Tract

Plat recorded in Archuleta County, Colorado, April 30, 1979, Reception No. 94867, Plat File # 209 A-F. (Total of 325 lots and 1 Tract)

Lakewood Village (continued)

Lakewood Village Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	April 30, 1979	164/574

22. Lakeview Estates

Lakeview Estates consisting of of Lots 1 thorough 118 inclusive and 1 Tract.

Plat recorded in Archuleta County, Colorado, April 30, 1979; Reception No. 94868, Plat File # 210 A-B. (Total of 118 lots and 1 Tract)

Lakeview Estates Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	April 30, 1979	164/574

23. Martinez Mountain Estates Unit Two

Martinez Mountains Estate Unit Two consisting of Lots 1 through 78, inclusive and 1 Tract.

Plat recorded in Archuleta County, Colorado, March 31, 1980; Reception No. 99072, Plat File # 218 A-D. (Total of 78 lots and 1 Tract)

Martinez Mountain Estate Unit Two Declaration of Restrictions	Recording Date	Book/Page
	Nov. 5, 1973	134/37
	Jan. 11, 1978	156/134
	March 31, 1980	172/350

24. The Ranch Community

The Ranch Community consisting of Lots 1 through 90, inclusive.

Plat recorded in Archuleta County, Colorado, May 29, 1981; Reception No. 104681, Plat File # 234 A-D. Replat recorded in Archuleta County, Colorado September 30, 1982, Reception No. 112863, Plat File # 234 E. (Replat of lots 1 through 19 and 75 through 90, Total of 90 lots)

The Ranch Community Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	Jan. 11, 1978	156/134
	May 29, 1981	180/247

25. North Village Lake

North Village Lake consisting of Lots 1 through 159, inclusive.

Plat recorded in Archuleta County, Colorado, March 16, 1982, Reception No. 109817, Plat File # 248 A-D. (Total of 159 lots) Correction Plat recorded in Archuleta County, Colorado, September 30, 1982, Reception No. 112864, Plat File # 248 A-1 - #248 C-1, Affidavit of Correction for North Lake Village recorded April 4, 1982 in Book 197 at Page 366, in the office of the Clerk and Recorder of Archuleta County, Colorado.

North Village Lake Declaration of Restrictions -	Recording Date	Book/Page
	March 16, 1982	187/692
	June 7, 1982	189/508

26. South Village Lake

All of that Subdivision known as a Second Replat of South Village Lake, according to the plat of said Subdivision filed for record August 3, 1982 as Reception No. 111806, and corrected by Affidavit of Correction for Second Replat of South Village Lake recorded January 18, 1983 as Reception No. 114579, in the Office of the Clerk and Recorder of Archuleta County, Colorado, as Plat File # 238 H-L.

South Village Lake Declaration of Restrictions -	Recording Date	Book/Page
	July 31, 1981	181/626
	March 17, 1982	187/691
	August 3, 1982	190/760

27. Central Core

All of that Subdivision known as "Central Core" according to the plat filed for record August 3, 1982 as Reception No. 111809, in the office of the Clerk and Recorder of Archuleta County, Colorado, as Plat File # 258 A-G.

Central Core Declaration of Restrictions - Recording Date	Book/Page
August 3, 1982	190/775

**DECLARATIONS  
OF  
MEADOWS GOLF VILLAS**

THIS DECLARATION, is made on the date hereinafter set forth, by K-Partners VI, a Colorado Limited Partnership, with an office at P.O. Box 2050, Pagosa Springs, Colorado 81147 ("Declarant").

**RECITALS**

a) Declarant is the owner of certain real estate in the County of Archuleta, State of Colorado, which is more particularly described as set forth in Exhibit A attached hereto and by reference made a part hereof ("Property"), and;

b) Declarant desires to create a Townhouse Common Interest Community ("Townhouse") on the Property described in Exhibit A, the name of which is Meadows Golf Villas, in which the portions of the Property described in Exhibit A will be designated for separate ownership and the remainder of which will be designated for general or limited common ownership solely by the owners of the separate ownership portions; and

c) Declarant has caused to be incorporated under the laws of the State of Colorado, Meadows Golf Villas Association, Inc., a nonprofit corporation for the purpose of exercising the functions as herein set forth.

**ARTICLE 1**

**SUBMISSION; DEFINED TERMS**

**Section 1.01. Submission of Property.** (a) Declarant hereby declares that all of the Property described in Exhibit A shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are set for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof. Additionally, Declarant hereby submits the Property to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33.3-101, et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

**Section 1.02. Defined Terms.** Each capitalized term not otherwise defined in this Declaration or in the plat or map shall have the meanings specified or used in the Act.

## ARTICLE 2

### NAMES; DESCRIPTION OF REAL ESTATE

**Section 2.01. Names.** (a) Townhouses. The name of the Townhouses is Meadows Golf Villas.

(b) Association. The name of the Association is Meadows Golf Villas Association.

**Section 2.02. Property.** The Townhouses are located in the County of Archuleta, State of Colorado. The Property of the Townhouses is described on the attached Exhibit A.

## ARTICLE 3

### THE ASSOCIATION

**Section 3.01. Authority.** The business affairs of the Townhouses shall be managed by the Association, a Colorado nonprofit corporation. The Association shall be governed by its Bylaws, as amended from time to time.

**Section 3.02. Powers.** (a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Townhouses.

(b) The Association may assign its future income, including its rights to receive Common Expenses assessments, only by the affirmative vote of the Unit Owners of Units to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

**Section 3.03. Declarant Control.** The Declarant shall have all the powers reserved in Section 38-33.3-303(5) of the Act to appoint and remove officers and members of the Executive Board (referred to herein as the "Board of Directors").

## ARTICLE 4

### UNITS

**Section 4.01. Number of Units.** The maximum number of Units in the Townhouses is twenty-four (24) units, consisting of twelve duplexes. The Declarant reserves no rights to create additional Units.

**Section 4.02. Identification of Units.** The identification number of each Unit is shown on the plat or map and Exhibit B of this Declaration.

**Section 4.03. Unit Boundaries.** The boundaries of each Unit are located as shown on the plat or map and are more particularly described as follows:

- (a) common walls are designated as boundaries of a Unit;
- (b) the exterior of each wall and roof not a common wall are designated as boundaries of a Unit;
- (c) each Unit shall include the heating and hot water apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit; and
- (d) each Unit shall include within its boundaries a yard area to be used and maintained by the Unit owner, as set forth on the attached Exhibit C.

**Section 4.04.** No Unit may be partitioned, separated or subdivided into two or more parcels, tracts, lots or Units.

## ARTICLE 5

### COVENANT FOR COMMON EXPENSE ASSESSMENTS

**Section 5.01. Creation of Association Lien and Personal Obligation to pay Common Expense Assessments.** Declarant, for each Unit, shall be deemed to covenant and agree, and each Unit Owner, by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual Common Expense Assessments. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Unit Owner at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them.

The Common Expense Assessments of the Association shall be a continuing lien upon the Unit against which each such assessment is made. A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien Security Interest on the Unit recorded before the date on which the Common Expense Assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not prohibit an action to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the Associations' lien except that sale or transfer of any Unit pursuant to foreclosure of any first Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the Association's lien as provided in the Act. No such sale, transfer, foreclosure, or any proceeding in lieu thereof;

including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Common Expense Assessments thereafter becoming due, nor from the lien thereof.

**Section 5.02. Apportionment of Common Expenses.** Common Expenses shall be equally assessed against all Units.

**Section 5.03. Purpose of Assessments.** The assessments levied by the Association through its Board of Directors shall be used generally for the purposes of promoting the health, safety, and welfare of the residents in the Common Interest Community and for payment of common expenses as determined by the Board of Directors. Without limitation, said assessments shall be used as follows:

- (a) Maintenance, repair, snow removal, weed control and improvement of any common road, street, sidewalk, driveway, parking lot, fence or drainage ditch within the Property of Meadows Golf Villas;
- (b) Maintenance and cutting, trimming, fertilizing and general upkeep of any common lawns and landscaped areas within the Property of Meadows Golf Villas;
- (c) Protection and maintenance of designated wetlands and compliance with a wetlands plan as finally adopted and approved by the Army Corps of Engineers;
- (d) All costs and expenses pertaining to the operation of the Association; and
- (e) Any other purpose approved by a majority vote of all of the members of the Association.

**Section 5.04. Annual Assessment/Commencement of Common Expense Assessments.** The Common Expense Assessment shall be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. Common Expense Assessments may be collected in the manner as determined by the Board of Directors. Common Expense Assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

**Section 5.05. Effect of Non-Payment of Assessments.** Any assessment, charge or fee provided in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the date due thereof shall bear interest at the rate as determined by the Board of Directors and the Association may assess a late charge thereon. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay

such overdue assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefore.

**Section 5.06. Working Fund.** The Association or Declarant shall require the first Owner of each Unit (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-sixth of the annual Common Expense Assessment against that Unit in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working fund. Said working fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Unit, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of a Unit, an Owner shall be entitled to a credit from his transferee for any unused portion of the aforesaid working fund.

## ARTICLE 6

### LIMITED COMMON ELEMENTS

**Section 6.01. Limited Common Elements.** (a) A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the plat or map, or by the Act, for the exclusive use of one or more but fewer than all of the Units.

(b) The following portions of the buildings, in addition to the portions described in Sections 38-33.3-202(1)(b) and (d) of the Act, are designated as Limited Common Elements:

- (i) common walls in each building, serving two adjoining Units shall be a limited common element assigned jointly to those two Units;
- (ii) all other components of each Unit, including but not limited to the exterior walls and roof, serving only that Unit, shall be a limited common element assigned solely to that Unit;
- (iii) yard areas, as referenced in Section 4.02(d) above and the attached Exhibit C, shall be a limited common element allocated solely to that Unit.

**Section 6.02. Allocation of Reserved Limited Common Elements.** (a) Portions of the Common Elements are marked on the plat or map as "Common Elements which may be allocated as Limited Common Elements." These portions of the Common Elements include, without limitation, vehicle parking areas and other areas.

- (b) The Declarant reserves the right to allocate specified areas which constitute a part of these Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element areas pursuant to the provisions of C.R.S. 38-33.3-208 of the Act (i) by making such an allocation in a recorded instrument or (ii) in the deed to the Unit to which such Limited Common Element storage area shall be appurtenant or (iii) by recording an appropriate amendment or supplement to this Declaration. Such allocations by the Declarant may be to Units owned by the Declarant. Subsequent to the Declarant control period, the right of allocation pursuant to this Section shall pass from the Declarant to the Board of Directors and the Declarant may not thereafter exercise any such right.

**Section 6.03. Allocation of Specified Common Elements.** The Board of Directors may designate parts of the Common Elements from time to time for use by less than all of the Unit owners or by nonowners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board of Directors. Any such designation by the Board of Directors shall not be a sale or disposition of such portions of the Common Elements.

## ARTICLE 7

### MAINTENANCE, REPAIR AND REPLACEMENT

**Section 7.01. Limited Common Elements.** The owner of a Unit to which any foundation, wall, roof, eaves, chimney, window, door, doorstep, stoop, porch, balcony, patio, yard, lawn or other landscaped area is allocated shall be responsible for removal of snow, leaves and debris therefrom and for all maintenance and upkeep thereof.

**Section 7.02. Expense Allocation.** Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element assigned to more than one Unit shall be assessed equally against the Units to which the Limited Common Element is assigned. Any expense associated with the maintenance, repair or replacement of a Limited Common Element assigned to one Unit shall be assessed only against that Unit.

## ARTICLE 8

### DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

**Section 8.01. Development Rights and Special Declarant Rights.** The Declarant reserves the following Development Rights and other Special Declarant Rights for the maximum time limit allowed by law:

- (a) the right to complete or make improvements indicated on the plats or maps;
- (b) the right to maintain sales offices, management offices and models in Units or on the Common Elements;
- (c) the right to maintain signs on the Townhouse to advertise the Townhouse;
- (d) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration; and
- (e) the right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act.

**Section 8.02. Limitations on Development Rights and Special Declarant Rights.** Unless sooner terminated by a recorded instrument signed by the Declarant, any Development Right or Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

## ARTICLE 9

### ALLOCATED INTERESTS

**Section 9.01. Allocated Interests.** Each developed Unit shall be entitled to one vote in the association irrespective of the size of the Unit. Each developed Unit shall have the undivided interest in the Common Elements and the same Common Expense liability.

**Section 9.02. Determination of Allocated Interest.** The interests allocated to each Unit shall be calculated as follows:

- (a) the undivided interest in Common Elements, based on the pro rata share of each of the developed Units;
- (b) the percentage of liability for Common Expenses, based on the pro rata share of each of the developed Units; and
- (c) the number of votes in the Association based on the pro rata share of each of the developed Units.

## ARTICLE 10

## RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

**Section 10.01. Use and Occupancy Restrictions.** Subject to the Development Rights and Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements;

- (a) Residential Use. All Units shall be used exclusively for single family residential purposes.
- (b) Improvements. No improvements shall be constructed on any Unit, except only as approved by the Board of Directors, or other entity to whom review responsibilities have been assigned as provided herein. For purposes of this Declaration, improvements shall mean any changes, alterations, modifications or improvements to buildings, structures, parking areas, fences, walls, hedges, plantings, driveways, walkways, signs, decks, enclosures, change in exterior color or shape, excavation, and all other site work, including without limitation grading, work constructions, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvements.
- (c) No Commercial Use. No commercial or business enterprise of any nature shall be allowed or permitted on any Unit; provided, however, that the Owner of the Unit may be permitted to rent or lease a residence and to conduct a home occupation, artistic or literary activity on any Unit upon the prior approval of the Board of Directors as to such occupation or activity. Regardless of any lease of a Unit, the Unit Owner shall remain directly liable for all obligations imposed by this Declaration.
- (d) Antennae. No exterior radio, television, microwave or other antennae or antennae dish or signal capture or distribution device in excess of three feet high or 24 inches in diameter shall be permitted or installed on any Unit.
- (e) Woodburning Devices. All solid fuel or woodburning stoves and devices, including fireplaces, shall comply with any rules and regulations implemented and in effect by any federal, state or local governmental entity.
- (f) Fences. All fences enclosing the yard areas assigned as a Limited Common Element to a Unit shall comply with design regulations to be adopted from time to time by the Board of Directors.
- (g) Signs. Except for reasonable and appropriate house number identifications, no sign of any kind shall be displayed for public view on any portion of

any Unit, except upon application to and written permission from the Board of Directors.

- (h) Drainage. No Unit Owner shall do or permit any work, construction of improvements or do any landscaping which shall alter or interfere with the natural drainage for the property, except to the extent the same is approved by the Board of Directors.
- (i) Structures Prohibited. No occupied temporary structure, modular home, mobile home, trailer house, travel trailer or RV vehicle shall be permitted on any Unit or upon the Property.
- (j) Trash. No trash, ashes, garbage or other refuse shall be allowed to accumulate or be placed upon any Unit or area within the Property. There shall be no burning or other disposal of refuse outdoors. Each Owner shall provide suitable wildlife resistant receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from wind and protected from animal and other disturbances.
- (k) Completion of Construction. All construction, reconstruction, alterations or improvements, approved by the Board of Directors, shall be prosecuted diligently through completion and shall be completed within six months of the commencement thereof.
- (l) Abandoned or Inoperable Vehicles. Abandoned or inoperable automobiles or motor vehicles of any kind, shall not be stored or parked on any driveway, road or Common Element within the property. Abandoned or inoperable vehicles shall be defined as any vehicle which either is incapable of legal operation upon a public highway or has not been driven under its own propulsion for a period of thirty days or longer. Provided, however, this shall not include vehicles parked by Owners while temporarily away from the Units. A written notice describing the abandoned or inoperable vehicle and requesting the removal thereof may be personally served upon the Owner or Owner's tenant or posted on the unused vehicle, and if such vehicle has not been removed within 72 hours thereafter, the Board acting on behalf of the Association shall have the right to remove the same without liability to it, and the expenses thereof shall be charged against the Owner.
- (m) Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security the improvements on any Unit, shall be placed or used on any Unit.

- (n) Nuisance. No obnoxious or offensive activity shall be carried on within the property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the property so as to be offensive or detrimental to any other part of the property or its Owners or occupants.
- (o) Hazardous Activities. No activities shall be allowed or conducted on the property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to fireworks, firearms, bow and arrows, explosives, air or pellet guns or any similar type devices.
- (p) Maintenance and Repair. If the Unit Owner fails to maintain his or her Unit, or any part thereof or improvements thereon, in good repair, the Board of Directors may give the Owner written notice of the needed maintenance or repair. If said maintenance or repair is not completed by Owner within 45 days of the mailing of such notice, the Board of Directors, at its option, may obtain an injunction against the Owner to force completion of the needed work. In the alternative, the Board of Directors may contract with a third party for the needed work and assess the cost of same against the Owner pursuant to the assessment provisions contained herein.
- (q) Animals. No livestock or exotic animals of any kind may be kept on the property. Common household pets, including but not limited to dogs and cats, shall be kept confined to the Unit. In no event will more than two household pets be kept per Unit. No animals shall be allowed to run free, or to otherwise constitute a nuisance to any other Unit Owners. The Owner of any animal shall at all times be personally liable and responsible for all actions of such animals and any damage caused by such animal.
- (r) Compliance With Subdivision Declarations: Notwithstanding any provisions hereof, all Units and Unit Owners shall comply with the Declarations of Restrictions for Central Core, as filed for record with the Archuleta County Clerk and Recorder's Office on or about August 9, 1982 at Reception No. 111801, and any supplements or amendments thereto.

**Section 10.02. Restrictions on Alienation.** A Unit may not be conveyed pursuant to a time-sharing arrangement described in Sections 38-33-110 to 113, Colorado Revised Statutes. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board of Directors.


## ARTICLE 11

### EASEMENTS AND LICENSES

**Section 11.01. Recording Data.** All easements and licenses to which the Townhouse is presently subject are recited in Exhibit A. In addition, the Townhouse may be subject to other easements or licenses granted by the Declarant pursuant to Section 8.01 in this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by Walter K. Myers as General Partner of the Declarant K-Partners VI which is a Colorado Limited Partnership this 31 day of October, 1996.

K-PARTNERS VI, Ltd.



By: Walter K. Myers  
Title: General Partner

EXHIBIT "A"

LEGAL DESCRIPTION:

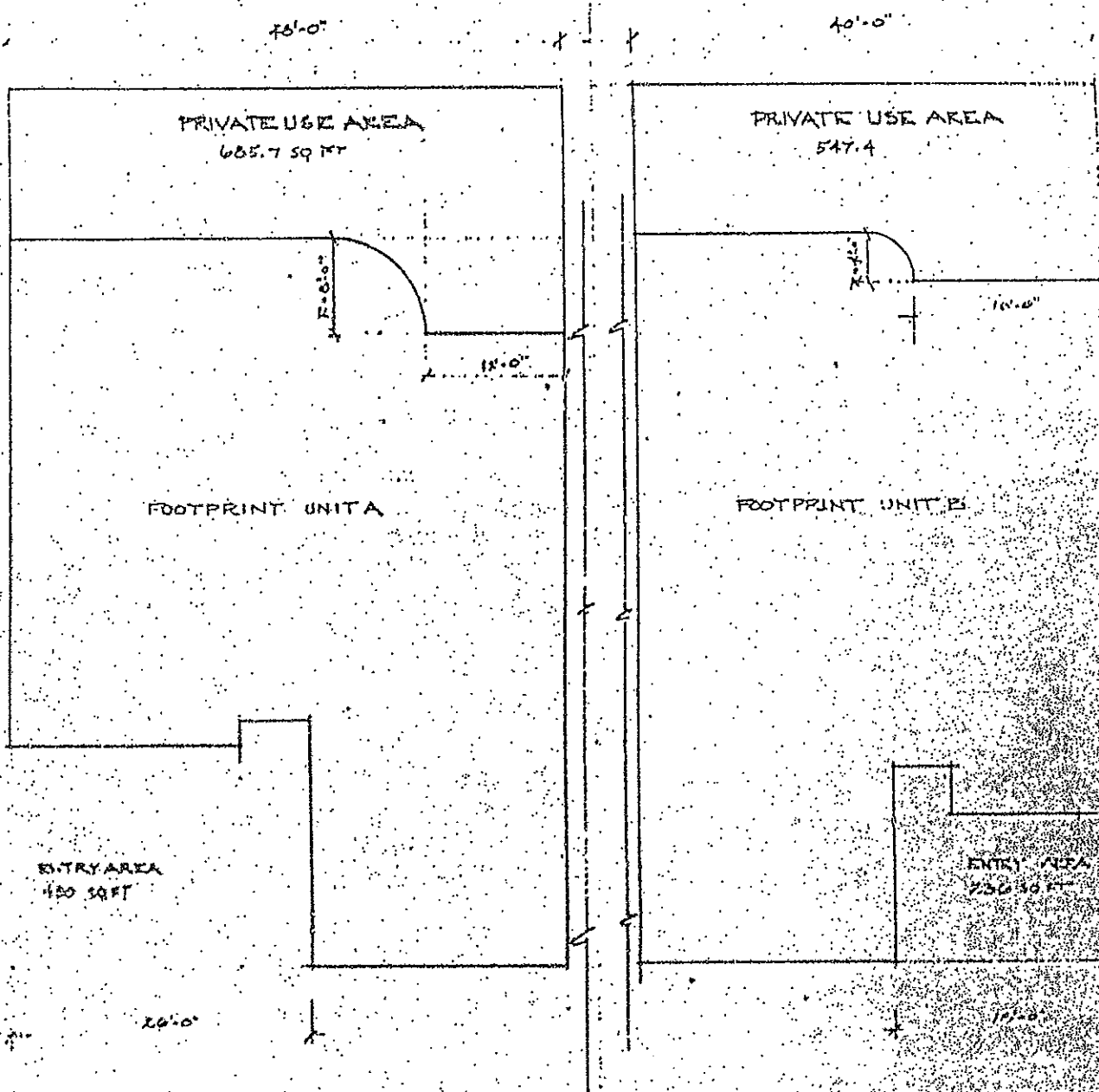
MEADOWS GOLF VILLA'S - PLANNED UNIT DEVELOPMENT PHASE I  
PARCEL 1, REPLAT OF A PORTION OF CENTRAL CORE IN THE WEST 1/2 OF  
SECTION 16, AND THE EAST 1/2 OF SECTION 17, TOWNSHIP 35 NORTH RANGE  
2 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF ARCHULETA,  
STATE OF COLORADO.

# EXHIBIT "B"

MEADOWS GOLF VILLA'S - PLANNED UNIT DEVELOPMENT PHASE I  
 PARCEL 1, REPLAT OF A PORTION OF CENTRAL CORE IN THE WEST ½ OF  
 SECTION 16, AND THE EAST ½ OF SECTION 17, TOWNSHIP 35 NORTH RANGE 2  
 WEST OF THE NEW MEXICO PRINCIPAL MERIDAN, COUNTY OF ARCHULETA,  
 STATE OF COLORADO.

UNIT NO.	Percentage Share of COMMON ELEMENTS	Percentage Share of COMMON EXPENSES	VOTE in the affairs of ASSOCIATION
8 EDINBURGH CIRCLE	7.14%	7.14%	1
10 EDINBURGH CIRCLE	7.14%	7.14%	1
14 EDINBURGH CIRCLE	7.14%	7.14%	1
16 EDINBURGH CIRCLE	7.14%	7.14%	1
47 EDINBURGH CIRCLE	7.14%	7.14%	1
49 EDINBURGH CIRCLE	7.14%	7.14%	1
53 EDINBURGH CIRCLE	7.14%	7.14%	1
55 EDINBURGH CIRCLE	7.14%	7.14%	1
59 EDINBURGH CIRCLE	7.14%	7.14%	1
61 EDINBURGH CIRCLE	7.14%	7.14%	1
65 EDINBURGH CIRCLE	7.14%	7.14%	1
67 EDINBURGH CIRCLE	7.14%	7.14%	1
215 VALLEY VIEW DRIVE	7.14%	7.14%	1
217 VALLEY VIEW DRIVE	7.14%	7.14%	1
TOTAL PHASE I	100%	100%	14

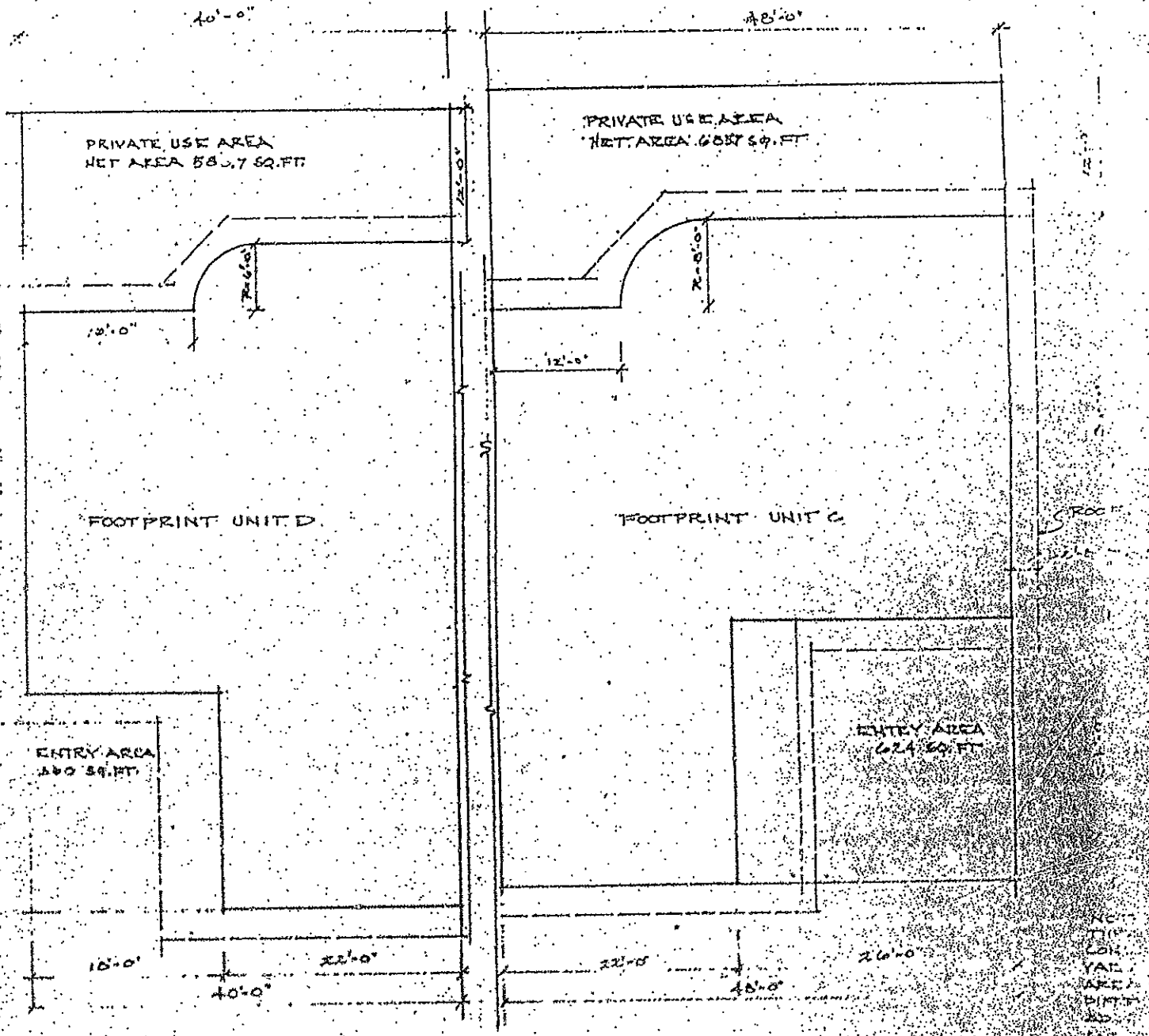
# EXHIBIT C



TOTAL PRIVATE USE  
 UNIT "A" 1165.7 SQ. FT.  
 UNIT "B" 783.4 SQ. FT.

PRIVATE YARD  
 MEADOWS 501.7  
 PAGODA STEIN 12.1

# EXHIBIT C



TOTAL PRIVATE USE  
 UNIT C = 1192.00 SQ. FT.  
 UNIT D = 740.00 SQ. FT.



97004938 08/01/1997 12:00P DCL

1 of 5 R 28.00 D 0.00 N 0.00 ARCHULETA COUNTY

(5)

## THE FIRST AMENDMENT TO THE DECLARATION OF MEADOWS GOLF VILLAS

THIS FIRST AMENDMENT TO THE DECLARATIONS OF MEADOWS GOLF VILLAS ("First Amendment") is made and entered into this 28<sup>th</sup> day of July, 1997, effective upon recording with the Clerk and Recorder's Office of Archuleta County, Colorado, by the Undersigned, consisting of the Declarant and the Meadows Golf Villas Association, Inc., together with 100% of the owners of the Meadows Golf Villas and 100% of the voting interests in the Meadows Golf Villas Association, Inc.

### RECITALS

A. Meadows Golf Villas is a townhouse common interest community located in Archuleta County, Colorado. The original Declarations of Meadow Golf Villas ("Declarations") were filed with the Archuleta County Clerk and Recorder's Office on November 13, 1996 at Reception No. 1996008446.

B. K-Partners VI, Ltd., a Colorado limited partnership, is the original Declarant under the Declarations and retained certain development rights and special Declarant rights thereunder.

C. The Undersigned, consisting of the Declarant, Meadows Golf Villas Association, Inc., 100% owners of the real property constituting the Meadows Golf Villas and 100% of the voting power of Meadows Golf Villas Association, Inc., desire to amend the Declarations as set forth below, and in accordance with the Colorado Common Interest Ownership Act, as set forth at C.R.S. § 38-33.3-101, *et seq.*

### AMENDMENTS

1. Article 7, Sections 7.01 and 7.02 are hereby repealed in their entirety and reinstated as follows:

**Section 7.01 Limited Common Elements.** The Association shall be solely responsible for the general and routine maintenance, repair and/or replacement of all limited common elements, specifically including but not limited to all foundations, walls, roofs, eaves, chimneys, windows, doors, door steps, stoops, porches, balconies, patios, yards, lawns and other landscaped areas, irrespective of to whom the use of those limited common elements may be allocated. This responsibility shall extend to snow and ice removal of all driveways and walkways and the general maintenance and watering, pruning and trimming of all landscaping, as well as the removal of leaves and debris from the Property.

**Section 7.02 Expense Allocation.** Any common expenses associated with the general and routine maintenance, repair and/or



replacement of a limited common element, whether use thereof is assigned to one Unit or more than one Unit, shall be assessed equally among all Units which have been constructed and sold.

**K-PARTNERS IV, LTD.:**

STATE OF COLORADO )  
 ) ss.  
County of Archuleta )  
Bryan

WITNESS my hand and official seal.

My commission expires: 4-10-2000

Notary Public

[illegible]

WITNESS my hand and official seal.

**Notary Public**





97004838 08/01/1997 12:00P DCL  
4 of 5 R 25.00 D 0.00 N 0.00 ARCHULETA COUNTY

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LA PLATA )

### CERTIFICATION

The undersigned, as President of the Meadows Golf Villas Association, Inc., hereby certify that the First Amendment To The Declarations of Meadows Golf Villas has been validly adopted and has been approved by the Declarant, as well as 100% of the record owners of the existing units in Meadows Golf Villas and unanimous vote of the Board of Directors of Meadows Golf Villas Association, Inc.

R. Kenneth Berg

By: \_\_\_\_\_  
President, Meadows Golf Villas Association, Inc.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 1997, by R. Kenneth Berg.

WITNESS my hand and official seal.

My commission expires: 4-23-01



Davina L. Garrison  
Notary Public

