

PROTECTIVE COVENANTS
OF
PAGOSA DEVELOPMENT SUBDIVISION

Pagosa Development, a Partnership composed of William H. Seielstad, Jr., James L. Cloman, and W. H. Diestelkamp, being the owner of all the land contained in the subdivision known as Pagosa Development Subdivision, the lands of which lie in Archuleta County, Colorado, and are described as follows:

A tract of land in Section 11, T35N, R2W., N. M. P. M., described as follows:

Beginning at a point on the West right-of-way line of the County Road whence the SW Corner of said Section 11 bears South 60°35' West a distance of 4312.0 feet, thence running from said point of beginning South 36°08' West 401.83 feet; thence North 53°52' West 154.35 feet; thence North 80°12' West 344.85 feet; thence North 09°48' East 298.38 feet; thence North 80°12' West 862.00 feet; thence North 18°18' 30" West 827.47 feet; thence North 00°01' East 775.57 feet to the North line of the S¹/₂N¹/₂ Section 11; thence North 89°59' East 1371.41 feet along said North line to the West right-of-way line of the County Road; thence South 01°36' East 514.29 feet along said right-of-way line; thence South 55°08' East 214.0 feet along said right-of-way line; thence South 00°28' West 170.0 feet along said right-of-way line; thence South 21°14' East 200.0 feet along said right-of-way line; thence South 14°11' East 253.0 feet along right-of-way line; thence South 21°08' West 141.0 feet; thence South 05°54' East 229.0 feet; thence South 03°17' East 182.0 feet; thence South 59°25' East 95.16 feet to the point of beginning, containing 60.831 acres, more or less.

hereby encumber all of the lots in said subdivision, as shown on the official plat thereof which was filed on July 6, 1970, under Reception Number 73323, in the office of the County Clerk and Recorder of Archuleta County, Colorado, which covenants shall run with the land and restrict its use by all future owners:

1. All lots in the subdivision shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot which is other than one single family dwelling, plus private garage and plus a detached single family guest house for the convenience of the owner and not for rental purposes.
2. No lot in the subdivision may be subdivided into any smaller lots unless, after such subdivision, each such smaller lot contains at least two acres.
3. No building or structure shall be erected on any lot until the plans for such structure have been delivered to Pagosa Development and the same approved by at least two of the three partners. The matters to be considered in giving such approval shall be the cost of the proposed structure, its position on the lot, the types of materials to be used in construction, and the general color and appearance of the structure after completion. Approval shall not be unreasonably withheld by Pagosa Development and disapproval shall be accompanied by a specification of the unsatisfactory items and suggestions for change which, if adopted, would be approved.
4. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance of utility lines, including electric power, gas, telephone & TV cables, and water and sewer lines, together with the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.
5. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the owner of any other lot.

6. Dogs and cats may be kept on the premises as household pets. Also horses may be kept on the premises. No other animals, livestock, or poultry may be

I hereby certify that this instrument was filed
for record on July 30 1970 at 9:30 A.M.
Recorded on 122 Page 375-376
Silena Gardner by J. J.
Recorder

AMENDED PROTECTIVE COVENANTS
OF
PAGOSA DEVELOPMENT SUBDIVISION

Pagosa Development, a Partnership composed of William H. Seielstad, Jr., James L. Cloman, and W. H. Diestelkamp, being the owner of all the land contained in the subdivision known as Pagosa Development Subdivision, the lands of which lie in Archuleta County, Colorado, and are described as follows:

A tract of land in Section 11, Township 35 North, Range 2 West, N. M. P. M., described as follows:

Beginning at a point on the West right-of-way line of the County Road whence the SW Corner of said Section 11 bears South 60°35' West a distance of 4312.0 feet, thence running from said point of beginning South 36°08' West 401.83 feet; thence North 53°52' West 154.35 feet; thence North 80°12' West 344.85 feet; thence North 09°48' East 298.38 feet; thence North 80°12' West 862.00 feet; thence North 18°18'30" West 827.47 feet; thence North 00°01' East 775.57 feet to the North line of the S½N½ Section 11; thence North 89°59' East 1371.41 feet along said North line to the West right-of-way line of the County Road; thence South 01°36' East 514.29 feet along said right-of-way line; thence South 55°08' East 214.0 feet along said right-of-way line; thence South 00°28' West 170.0 feet along said right-of-way line; thence South 21°14' East 200.0 feet along said right-of-way line; thence South 14°11' East 253.0 feet along right-of-way line; thence South 21°08' West 141.0 feet; thence South 05°54' East 229.0 feet; thence South 03°17' East 182.0 feet; thence South 59°25' East 95.16 feet to the point of beginning, containing 60.831 acres, more or less.

hereby encumber all of the lots in said subdivision, as shown on the official plat thereof which was filed on July 6, 1970, under Reception Number 73323, in the office of the County Clerk and Recorder of Archuleta County, Colorado, which covenants shall run with the land and restrict its use by all future owners:

1. All lots in the subdivision shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot which is other than one single family dwelling, plus private garage and plus a detached single family guest house for the convenience of the owner and not for rental purposes.
2. No lot in the subdivision may be subdivided into any smaller lots unless, after such subdivision, each such smaller lot contains at least two acres.
3. No building or structure shall be erected on any lot until the plans for such structure have been delivered to Pagosa Development and the same approved by at least two of the three partners. The matters to be considered in giving such approval shall be the position of the proposed structure on the lot, the types of materials to be used in construction, and the general color and appearance of the structure after completion, and the size of the structure which shall not be less than 800 square feet interiorly. Approval shall not be unreasonably withheld by Pagosa Development and disapproval shall be accompanied by a specification of the unsatisfactory items and suggestions for change which, if adopted, would be approved. Approval or disapproval shall be given within thirty days of submission of plans.
4. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance

of utility lines, including electric power, gas, telephone & TV cables, and water and sewer lines, together with the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.

5. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the owner of any other lot.

6. Dogs and cats may be kept on the premises as household pets. Also horses may be kept on the premises. No other animals, livestock, or poultry may be kept anyplace within the subdivision.

7. All trash, garbage and other debris shall be promptly buried or hauled away from the subdivision.

8. No septic tanks and sewage disposal systems shall be installed except in accordance with the rules and regulations of the Department of Health.

9. No trailer shall be parked on any lot in the subdivision, except that one may be permitted on any lot during the period of construction of a house, so long as the period of construction does not exceed one year.

10. No tree whose base is over 3" in diameter shall be cut except with the permission of Pagosa Development.

11. When seventy-five per cent or more of the lots in the subdivision is sold, the owners of such lots may form a committee of such size and representation as may be agreed on by a majority of such owners, which committee may undertake the obligation imposed on Pagosa Development by Paragraph 3 of these covenants and which committee may undertake, in behalf of all lot owners, the enforcement of these covenants.

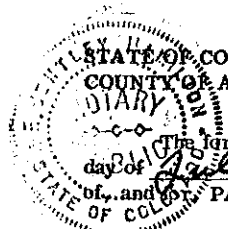
12. These covenants shall run with all of the above described lands and shall be binding on all present and future lot owners, and their successors and assigns, for a period up to and including August 31, 1979. At any time after June 1, 1972, these covenants may be rescinded, changed or added to by the recording in the office of the County Clerk and Recorder of Archuleta County, Colorado, of an instrument in writing making such rescission, change or addition, which instrument shall be signed under oath by the owners of a majority of the lots in this subdivision. No change, however, shall be effective which prohibits or limits a then existent use of any lot, unless the owner of such lot shall have agreed unanimously to such change.

13. The protective covenants for this subdivision as were recorded in the Archuleta County Records on July 8, 1970 in Book 122 at Pages 292-293, are hereby rescinded and replaced by these amended protective covenants.

Executed this 29th day of July, 1970.

PAGOSA DEVELOPMENT

By: William H. Scialstad, Jr.
General Partner



STATE OF COLORADO)
COUNTY OF ARCHULETA) ss.

The foregoing Protective Covenants were acknowledged before me this 29th day of July, 1970, by William H. Scialstad, Jr., a General Partner of PAGOSA DEVELOPMENT, a Partnership.

My Commission Expires August 30, 1973

William H. Scialstad, Jr.
Notary Public

STATE OF COLORADO,
ARCHULETA COUNTY,

73441
73443

I hereby certify that this instrument was filed

AMENDED PROTECTIVE COVENANTS for Record in my office at 11:30 clock A.M.

OF

APR 14 1970 1970, and is duly

PAGOSA DEVELOPMENT SUBDIVISION recorded in Book 122 Page 419-420

Felina Gardner

Recorder

Pagosa Development, a Partnership composed of William H. Seitelstad, Jr., James L. Cloman, and W. H. Diestelkamp, being the owner of all the land contained in the subdivision known as Pagosa Development Subdivision, the lands of which lie in Archuleta County, Colorado, and are described as follows:

A tract of land in Section 11, Township 35 North, Range 2 West, N.M.P.M., described as follows:

Beginning at a point on the West right-of-way line of the County Road whence the SW Corner of said section 11 bears South 60°35' West a distance of 4312.0 feet, thence running from said point of beginning South 36°08' West 401.83 feet; thence North 53°52' West 154.35 feet; thence North 80°12' West 344.85 feet; thence North 09°48' East 298.38 feet; thence North 80°12' West 862.00 feet; thence North 18°18'30" West 827.47 feet; thence North 00°01' East 775.57 feet to the North line of the S½ Section 11; thence North 89°59' East 1371.41 feet along said North line to the West right-of-way line of the County Road; thence South 01°36' East 514.29 feet along said right-of-way line; thence South 55°08' East 214.0 feet along said right-of-way line; thence South 00°28' West 170.0 feet along said right-of-way line; thence South 21°14' East 200.0 feet along said right-of-way line; thence South 14° 11' East 253.0 feet along right-of-way line; thence South 21°08' West 141.0 feet; thence South 05°54' East 229.0 feet; thence South 03°17' East 182.0 feet; thence South 59°25' East 95.16 feet to the point of beginning, containing 60.831 acres, more or less.

hereby encumber all of the lots in said subdivision, as shown on the official plat thereof which was filed on July 6, 1970, under Reception Number 73323, in the office of the County Clerk and Recorder of Archuleta County, Colorado, which covenants shall run with the land and restrict its use by all future owners:

1. All lots in the subdivision shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot which is other than one single family dwelling, plus private garage and plus a detached single family guest house for the convenience of the owner and not for rental purposes.

2. No lot in the subdivision may be subdivided into any smaller lots unless, after such subdivision, each such smaller lot contains at least one acre.

3. No building or structure shall be erected on any lot until the plans for such structure have been delivered to Pagosa Development and the same approved by at least two of the three partners. The matters to be considered in giving such approval shall be the position of the proposed structure on the lot, the types of materials to be used in construction, and the general color and appearance of the structure after completion, and the size of the structure which shall not be less than 800 square feet interiorly. Approval shall not be unreasonably withheld by Pagosa Development and disapproval shall be accompanied by a specification of the unsatisfactory items and suggestions for change which, if adopted, would be approved. Approval or disapproval shall be given within thirty days of submission of plans.

4. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance of utility

BOOK 122 PAGE 419

lines, including electric power, gas, telephone & TV cables, and water and sewer lines, together with the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.

5. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the owner of any other lot.

6. Dogs and cats may be kept on the premises as household pets. Also, two horses and a cow may be kept on the premises. No other animals, livestock, or poultry may be kept anyplace within the subdivision except for small animals or poultry confined to cages as pets for noncommercial purposes.

7. All trash, garbage and other debris shall be promptly buried or hauled away from the subdivision.

8. No septic tanks and sewage disposal systems shall be installed except in accordance with the rules and regulations of the Department of Health.

9. No trailer shall be parked on any lot in the subdivision, except that one may be permitted on any lot during the period of construction of a house, so long as the period of construction does not exceed one year.

10. No tree whose base is over 3" in diameter shall be cut except with the permission of Pagosa Development.

11. When seventy-five per cent or more of the lots in the subdivision is sold, the owners of such lots may form a committee of such size and representation as may be agreed on by a majority of such owners, which committee may undertake the obligation imposed on Pagosa Development by Paragraph 3 of these covenants and which committee may undertake, in behalf of all lot owners, the enforcement of these covenants.

12. These covenants shall run with all of the above described lands and shall be binding on all present and future lot owners, and their successors and assigns, for a period up to and including August 31, 1979. At any time after June 1, 1972, these covenants may be rescinded, changed or added to by the recording in the office of the County Clerk and Recorder of Archuleta County, Colorado, of an instrument in writing making such rescission, change or addition, which instrument shall be signed under oath by the owners of a majority of the lots in this subdivision. No change, however, shall be effective which prohibits or limits a then existent use of any lot, unless the owner of such lot shall have agreed unanimously to such change.

13. The protective covenants for this subdivision as were recorded in the Archuleta County Records on July 8, 1970 in Book 122 at Pages 292-293, are hereby rescinded and replaced by these amended protective covenants.

Executed this 14 day of Aug., 1970.

PAGOSA DEVELOPMENT.
By: W. H. Duntelkamp
General Partner

STATE OF COLORADO)
COUNTY OF ARCHULETA) ss.

The foregoing Protective Covenants were acknowledged before me this 14 day of August, 1970, by W. H. Duntelkamp a General Partner of, and for, PAGOSA DEVELOPMENT, a Partnership.

My Commission Expires July 11, 1972

Lucy Willett
Notary Public.

