

21

AMENDED DECLARATION OF PROTECTIVE COVENANTS

PAGOSA PINES - UNIT NO. 4

PAGOSA SPRINGS, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

The undersigned are a majority of the owners of Lots 1 through 23 and Tracts 1 through 5, Pagosa Pines Unit No. 4, a subdivision located in the W1/2 of Section 32, Township 35 North, Range 1 West and the W1/2 of Section 5, Township 34 North, Range 1 West, N.M.P.M., Archuleta County, Colorado. The plat of said subdivision was duly recorded on October 26, 1972 in the office of the Archuleta County Clerk and Recorder under Reception No. 76690.

The undersigned Lot and Tract owners of Pagosa Pines Unit No. 4 have the authority to amend the Declaration of Protective Covenants of same as allowed by paragraphs 19 and 20 of the Original Declaration of Protective Covenants which were recorded October 26, 1972 in Book 129, Page 641 at Reception No. 76691 in the records of the Archuleta County Clerk and Recorder.

1. All lots numbered one (1) through twenty-three (23), inclusive, shall be designated as residential lots. Tracts numbered one (1) through five (5), inclusive, shall be designated as commercial tracts and may be used as commercial or residential lots.

2. On all residential lots, no buildings shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) single-family dwelling and private garage, attached or detached, for not more than three (3) cars and a detached single-family guest house for the convenience of the owner and not for rental purposes.

3. No building shall be located on any building site less than thirty (30) feet from the front lot line, nor less than twenty (20) feet from any side lot lines. Provided, however, no structures may be placed or erected in any easement shown on the plat. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Architectural Control Committee can be made for a variance. However, the decision of the Committee is final.

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

5. A perpetual easement for the installation and maintenance of utilities and drainage facilities, including, but not limited to, electric lines, gas lines, telephone lines, and television cable, sewer lines and water lines, is reserved and dedicated over and through the roads and streets within this subdivision, together with an easement being ten (10) feet in width adjacent to and parallel with all side and rear lots, together with perpetual rights of ingress and egress for installation, maintenance and replacement of such lines. A 10' (ten-foot) easement is also reserved for the maintenance of existing irrigation ditches and right-of-way easements for said ditches. Said easements and rights shall be utilized in a responsible and prudent manner.

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6. All sewage disposal must be in accordance with the requirements of the San Juan Basin Health Unit and the Colorado State Department of Health and any sewage disposal unit shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field or through an aerator and retention pond as approved by the health authority.

7. It is hereby covenanted and agreed by the developer, its heirs, successors and assigns, that in the event that proper authorities of the County of Archuleta shall determine that the surface and sub-surface water in the area is becoming contaminated by the use of septic tanks or other sewage disposal systems in the area, the owner of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,000 square feet. Construction of all buildings shall be completed as soon as possible but in no case more than six months after commencement.

9. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleared of such debris, garbage and trash, unattractive or objectional objects. The Architectural Control Committee shall cause the same to be cleaned and charge the cost of the same to the owner of such lots. Recording of a notice of such charges in the office of the Archuleta County Clerk and Recorder shall constitute a lien against said lot, which lien shall continue until release of record.

10. No lot may be further subdivided if the result would be to create a lot or tract of land smaller than five (5) acres unless central water is provided to any lots created less than five acres in size.

11. All outside fires, whether for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built or protected area such as a fireplace or fire pit and is compliance with Archuleta County regulations and must be attended so as to guarantee a minimum of smoking and smoldering.

12. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No "For Sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Developer, said approval shall be required until 75% of all lots have been sold. Also the Developer shall act as Architectural Control Committee until such time as 75% of all lots have been sold.

13. No animals, livestock or poultry of any kind, except horses and/or cattle shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No store or public office, and no hospitals, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of

entertainment, shall ever be erected or permitted upon said residential lots or any part thereof. No business of any kind or character whatsoever of any other type, shall be conducted, in, on or from any residential structure on said lots.

14. Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (any conveyed) Greater Colorado Corp., a Colorado corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise changed.

15. All lots will allow a buyer to have horse privileges, provided that normal sanitary and fencing conditions must be maintained, and provided that not more than four (4) horses or six (6) cattle and ten (10) bales of hay or straw be kept on any one lot and that the horses or cattle are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with County and State regulations and/or general cleanliness requirements. All domestic wells must be to a minimum depth of no less than 50 feet.

16. There shall be no indiscriminate use of firearms anywhere on the subdivision. This requirement is necessary because of the hazards natural to this type of terrain.

17. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach of violation thereof.

18. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator.

19. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until ten (10) years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

20. Invalidation of any one of the covenants and restrictions herein before set forth by judgement or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten (10) years from the date hereof subject to automatic extensions as provided in paragraph nineteen (19) hereof.

21. There is hereby created an Architectural Control Committee to be made up of three owners of lots or tracts within the said subdivision which committee shall be responsible for the enforcement of the protective covenants herein. Each member of the Architectural Control Committee shall serve until replaced. Replacement may occur at any annual election meeting held.

The Architectural Control Committee shall have the right and duty to take any and all action necessary to enforce the Protective Covenants. In the event of the violation of any covenant, the Architectural Control Committee shall send a written notice by certified mail, return receipt requested addressed to the said lot or tract owner at his legal address as found in the Archuleta County's Assessor's or Treasurer's Office. Said notice shall state the nature of the violation and shall

require that the said lot or tract owner correct the same within fifteen (15) days of receipt of the notice.

In the event that said lot or tract owner has not corrected the violation within fifteen (15) days of receipt of written notice, the Architectural Control Committee shall take the necessary steps to abate the violation including, but not limited to, any and all necessary court action, injunction or restraining order as is necessary.

In the event that the Architectural Control Committee shall incur any costs, expenses or attorney's fees in enforcing the Protective Covenants, upon filing of an affidavit setting forth the amount of expenses, costs and attorney's fees incurred in the office of the Clerk and Recorder of Archuleta County, Colorado, said amount shall become a lien upon the lot or tract of the said owner's property who violated the Covenants. The said Architectural Control Committee shall thereafter proceed to enforce the said lien to collect its costs and expenses including, but not limited to a reasonable sum of interest at a rate not less than twelve percent (12%) per annum and a reasonable sum for attorney's fees.

IN WITNESS WHEREOF, the undersigned lot and tract owners, being a majority of the lot and tract owners within Pagosa Pines Unit No. 4 and pursuant to paragraphs 19 and 20 of the Declaration of Protective Covenants recorded under Book 129, Page 641 at Reception No. 76691 in the records of the Archuleta County Clerk and Recorder hereby state that they have the right and authority to amend the Declaration of Protective Covenants, and as is further set forth on Exhibits "A-1" through "A-15", attached hereto and made a part hereof.

PAGOSA PINES UNIT NO. 4 SUBDIVISION

[Handwritten Signature]

BY: Larry Simmons, Owner
and Proxy for the Majority of Lot
and Tract Owners of Pagosa Pines
Unit 4 Subdivision, Archuleta County,
Colorado

State of Colorado)
) ss
County of La Plata)

The foregoing was acknowledged, subscribed and sworn to before me this 2nd day of September, 1992, by Larry Simmons, Owner and Proxy for the Majority of Lot and Tract Owners of Pagosa Pines Unit 4 Subdivision, Archuleta County, Colorado.

My commission expires: 5-27-95

[Handwritten Signature]
Notary Public



ARCHULETA COUNTY, CO 0188938 09/17/1992 11:37
BK 383 PG 282 JUNE MADRID, RECORDER

76691

STATE OF COLORADO
ARCHULETA COUNTY

DECLARATION OF PROTECTIVE COVENANTS

PAGOSA PINES - UNIT NO. 4

PAGOSA SPRINGS, COLORADO

I hereby certify that this instrument was filed
in the office of the County Clerk and Recorder on
the 26th day of October, 1972, and is duly
recorded in Book 129 Page 641-644
FELIMA GARDNER
Recorder

KNOW ALL MEN BY THESE PRESENTS:

That Greater Colorado Corp., a Colorado corporation, duly qualified to do business in the State of Colorado, being the owners of Lots 1 through 23, and Tracts numbered one (1) through five (5), Pagosa Pines, Unit Four, a subdivision located in the W-1/2 of Section 32, T33N, R1W, and the W-1/2 of Section 5, T34N, R1W, N.M.P.M., Archuleta County, Colorado, a plat of which was duly recorded in the Office of the Archuleta County Clerk and Recorder under Rec. No. 7087, on 10/26, 1972, and desiring to establish the nature of the use and enjoyment thereof does hereby declare said property hereinabove described subject to the following express covenants, stipulations and restrictions, to-wit:

1. All lots numbered one (1) through twenty-three (23), inclusive, shall be designated as residential lots. Tracts numbered one (1) through five (5), inclusive, shall be designated as commercial tracts and may be used as commercial or residential lots.
2. On all residential lots, no buildings shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) single-family dwelling and private garage, attached or detached, for not more than three (3) cars and a detached single-family guest house for the convenience of the owner and not for rental purposes.
3. No building shall be located on any building site less than thirty (30) feet from the front lot line, nor less than twenty (20) feet from any side lot line. Provided, however, no structures may be placed or erected in any easement shown on the plat. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Architectural Control Committee can be made for a variance. However, the decision of the Committee is final.
4. No vehicles nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer or travel trailers shall be permitted to remain upon any lot for more than seven (7) months of each year.
5. A perpetual easement for the installation and maintenance of utilities and drainage facilities, including, but not limited to, electric lines, gas lines, telephone lines, and television cable, sewer lines and water lines, is reserved and dedicated over and through the roads and streets within this subdivision, together with an easement being ten (10) feet in width adjacent to and parallel with all side and rear lots, together with the rights to trim interfering trees and brush, together with perpetual rights of ingress and egress for installation, maintenance and replacement of such lines. A 10' (ten-foot) easement is also reserved for the maintenance of existing irrigation ditches and right-of-way easements for said ditches. Said easements and rights shall be utilized in a reasonable and prudent manner.
6. All sewage disposal must be in accordance with the requirements of the San Juan Basin Health Unit and the Colorado State Department of Health and any sewage disposal unit shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field or through an aerator and retention pond as approved by the health authority.

7. It is hereby covenanted and agreed by the developer, its heirs, successors and assigns, that in the event that proper authorities of the County of Archuleta shall determine that the surface and sub-surface water in the area is becoming contaminated by the use of septic tanks or other sewage disposal systems in the area, the owner of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than six hundred (600) square feet, except that in the case of one and one-half (1-1/2) and two (2) story structures, the minimum ground floor area shall be five hundred (500) square feet, provided a garage of harmonious design is attached thereto, and that minor variations in area may be made with the approval of the Architectural Control Committee.

9. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleaned of such debris, garbage, trash, unattractive or objectional objects, the Developers, at their discretion, may cause the same to be cleaned, if necessary, and charge the cost of same to the owner of such lots. Recording of a notice of such charges in the office of the Archuleta County Clerk and Recorder shall constitute a lien against said lot, which lien shall continue until released of record.

10. No lot may be further subdivided if the result would be to create a lot or tract of land smaller than five (5) acres unless central sewage disposal is provided or as may be approved by the San Juan Basin Health Unit.

11. All outside fires, whether for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built or protected area such as a fireplace or fire pit and in compliance with Archuleta County regulations and must be attended so as to guarantee a minimum of smoking and smouldering.

12. No solid wall or fence over three (3) feet in height shall be erected or maintained nearer than thirty (30) feet to the front street line of any lot. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No wire fence shall be constructed other than woven wire fence. No "For Sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Developer, said approval shall be required until 75% of all lots have been sold. Also the Developer shall act as Architectural Control Committee until such time as 75% of all lots have been sold.

13. No animals, livestock or poultry of any kind, except horses and/or cattle shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No store or public office, and no hospital, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment, shall ever be erected or permitted upon any said residential lots or any part thereof. No business of any kind or character whatsoever of any other type, shall be conducted, in, on or from any residential structure on said lots.

14. Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (any conveyed) Greater Colorado Corp., a Colorado corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise changed.

15. All lots will allow a buyer to have horse privileges, provided that normal sanitary and fencing conditions must be maintained, and provided that not more than four (4) horses or six (6) cattle and ten (10) bales of hay or straw are kept on any one lot and that the horses or cattle are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with County and State regulations and/or general cleanliness requirements.

16. There shall be no indiscriminate use of firearms anywhere on the subdivision. This requirement is necessary because of the hazards natural to this type of terrain.

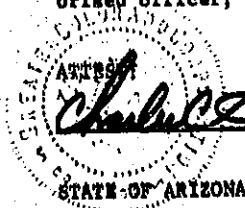
17. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach of violation thereof.

18. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator.

19. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until ten (10) years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

20. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten (10) years from the date hereof subject to automatic extensions as provided in paragraph nineteen (19) hereof.

IN WITNESS WHEREOF, GREATER COLORADO CORP., a Colorado Corporation, has hereunto caused the corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of the duly authorized officer, this 14th day of September, 1972.



County of Maricopa)

GREATER COLORADO CORP.

By Stanley F. Schure
President

Before me this 14th day of September, 1972, personally appeared Stanley F. Schure and Charles C. Grutmacher who acknowledged themselves to be the President and Secretary respectively, of GREATER COLORADO CORP., a Colorado corporation, and that as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.

My Commission Expires:

My Commission Expires Aug. 7, 1975

Alvin D. Cantrell
Notary Public

76691

-3-

BOOK 129 PAGE 643

15. All domestic wells must be to a minimum depth of no less than 50 feet.

16. All lots will allow a buyer to have horse privileges, provided that normal sanitary and fencing conditions must be maintained, and provided that not more than four (4) horses or six (6) cattle and ten (10) bales of hay or straw are kept on any one lot and that the horses or cattle are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with County and State regulations and/or general cleanliness requirements.

17. There shall be no indiscriminate use of firearms anywhere on the subdivision. This requirement is necessary because of the hazards natural to this type of terrain.

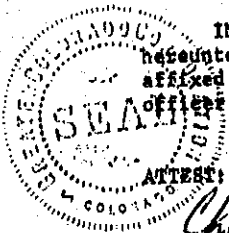
18. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach of violation thereof.

19. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator.

20. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until ten (10) years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

21. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten (10) years from the date hereof subject to automatic extensions as provided in paragraph twenty (20) hereof.

IN WITNESS WHEREOF, GREATER COLORADO CORP., a Colorado Corporation, has hereunto caused the corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of the duly authorized officer, this 14th day of September, 1972.



ATTEST:
Charles C. Grutzmacher
Charles C. Grutzmacher, Secretary

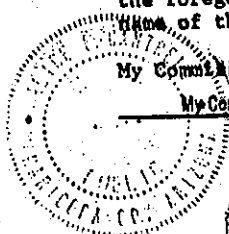
GREATER COLORADO CORP.
By *Stanley F. Schure*
Stanley F. Schure, President

STATE OF ARIZONA)
County of Maricopa) ss.

Before me this 14th day of September, 1972, personally appeared Stanley F. Schure and Charles C. Grutzmacher who acknowledged themselves to be the President and Secretary respectively, of GREATER COLORADO CORP., a Colorado corporation, and that as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.

My Commission Expires:
My Commission Expires Aug. 7, 1975

Celia D. Antreace
Notary Public



76691

BOOK 129 PAGE 644

Recorded NOV 24 1972 At 5:45 P.M. 76691

Recpt. No. 76840 Felima Gardner-- Recorder
F. Gardner

STATE OF COLORADO INDEXED
ARCHULETA COUNTY

DECLARATION OF PROTECTIVE COVENANTS

PAGOSA PINES - UNIT NO. 4
PAGOSA SPRINGS, COLORADO

I hereby certify that this instrument was filed
for Record on NOV 24 1972 at 11:58 o'clock A.M.
Oct. 26, 1972 and is duly
recorded in book 123 Page 41-644
FELIMA GARDNER
Recorder

KNOW ALL MEN BY THESE PRESENTS:

That Greater Colorado Corp., a Colorado corporation, duly qualified to do business in the State of Colorado, being the owners of Lots 1 through 23, and Tracts numbered one (1) through five (5), Pagosa Pines, Unit Four, a subdivision located in the W-1/2 of Section 32, T35N, R1W, and the W-1/2 of Section 5, T34N, R1W, N.M.P.M., Archuleta County, Colorado, a plat of which was duly recorded in the office of the Archuleta County Clerk and Recorder under Rec. No. 10122, on 10/26, 1972, and desiring to establish the nature of the use and enjoyment thereof does hereby declare said property hereinabove described subject to the following express covenants, stipulations and restrictions, to-wit:

1. All lots numbered one (1) through twenty-three (23), inclusive, shall be designated as residential lots. Tracts numbered one (1) through five (5), inclusive, shall be designated as commercial tracts and may be used as commercial or residential lots.
2. On all residential lots, no buildings shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) single-family dwelling and private garage, attached or detached, for not more than three (3) cars and a detached single-family guest house for the convenience of the owner and not for rental purposes.
3. No building shall be located on any building site less than thirty (30) feet from the front lot line, nor less than twenty (20) feet from any side lot line. Provided, however, no structures may be placed or erected in any easement shown on the plat. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Architectural Control Committee can be made for a variance. However, the decision of the Committee is final.
4. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer or travel trailers shall be permitted to remain upon any lot for more than seven (7) months of each year.
5. A perpetual easement for the installation and maintenance of utilities and drainage facilities, including, but not limited to, electric lines, gas lines, telephone lines, and television cable, sewer lines and water lines, is reserved and dedicated over and through the roads and streets within this subdivision, together with an easement being ten (10) feet in width adjacent to and parallel with all side and rear lots, together with the rights to trim interfering trees and brush, together with perpetual rights of ingress and egress for installation, maintenance and replacement of such lines. A 10' (ten-foot) easement is also reserved for the maintenance of existing irrigation ditches and right-of-way easements for said ditches. Said easements and rights shall be utilized in a reasonable and prudent manner.
6. All sewage disposal must be in accordance with the requirements of the San Juan Basin Health Unit and the Colorado State Department of Health and any sewage disposal unit shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field or through an aerator and retention pond as approved by the health authority.

Re-recorded to delete page
643 Book 129.

BOOK 129 PAGE 641
BOOK 80 PAGE 157

7. It is hereby covenanted and agreed by the developer, its heirs, successors and assigns, that in the event that proper authorities of the County of Archuleta shall determine that the surface and sub-surface water in the area is becoming contaminated by the use of septic tanks or other sewage disposal systems in the area, the owner of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than six hundred (600) square feet, except that in the case of one and one-half (1-1/2) and two (2) story structures, the minimum ground floor area shall be five hundred (500) square feet, provided a garage of harmonious design is attached thereto, and that minor variations in area may be made with the approval of the Architectural Control Committee.

9. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleaned of such debris, garbage, trash, unattractive or objectional objects, the Developers, at their discretion, may cause the same to be cleaned, if necessary, and charge the cost of same to the owner of such lots. Recording of a notice of such charges in the office of the Archuleta County Clerk and Recorder shall constitute a lien against said lot, which lien shall continue until released of record.

10. No lot may be further subdivided if the result would be to create a lot or tract of land smaller than five (5) acres unless central sewage disposal is provided or as may be approved by the San Juan Basin Health Unit.

11. All outside fires, whether for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built or protected area such as a fireplace or fire pit and in compliance with Archuleta County regulations and must be attended so as to guarantee a minimum of smoking and smoldering.

12. No solid wall or fence over three (3) feet in height shall be erected or maintained nearer than thirty (30) feet to the front street line of any lot. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No wire fence shall be constructed other than woven wire fence. No "For Sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Developer, said approval shall be required until 75% of all lots have been sold. Also the Developer shall act as Architectural Control Committee until such time as 75% of all lots have been sold.

13. No animals, livestock or poultry of any kind, except horses and/or cattle shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No store or public office, and no hospital, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment, shall ever be erected or permitted upon any said residential lots or any part thereof. No business of any kind or character whatsoever of any other type, shall be conducted, in, on or from any residential structure on said lots.

14. Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (any conveyed) Greater Colorado Corp., a Colorado corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise changed.

Re-recorded to delete page
643 Book 129.

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BOOK 129 PAGE 129 BOOK 129 PAGE 129

15. All domestic wells must be to a minimum depth of no less than 50 feet.

16. All lots will allow a buyer to have horse privileges, provided that normal sanitary and fencing conditions must be maintained, and provided that not more than four (4) horses or six (6) cattle and ten (10) bales of hay or straw are kept on any one lot and that the horses or cattle are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with county and state regulations and/or general cleanliness requirements.

17. There shall be no indiscriminate use of firearms anywhere on the subdivision. This requirement is necessary because of the hazards natural to this type of terrain.

18. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

19. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator.

20. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until ten (10) years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

21. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten (10) years from the date hereof subject to automatic extensions as provided in paragraph twenty (20) hereof.

IN WITNESS WHEREOF, GREATER COLORADO CORP., a Colorado Corporation, has hereunto caused the corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of the duly authorized officer, this 14th day of September, 1972.

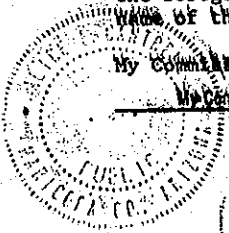


Charles C. Grutzmacher
CHARLES C. GRUTZMACHER, Secretary

GREATER COLORADO CORP.
Stanley F. Schure
STANLEY F. SCHURE, President

STATE OF ARIZONA }
County of Maricopa } ss.

Before me this 14th day of September, 1972, personally appeared Stanley F. Schure and Charles C. Grutzmacher who acknowledged themselves to be the President and Secretary respectively, of GREATER COLORADO CORP., a Colorado corporation, and that as such officers being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.



My Commission Expires:
My Commission Expires Aug. 7, 1975

Clive D. Cantrell
Notary Public

76691

Re-recorded to delete
Page 643 Book 129.

76840
BOOK 129 PAGE 644
BOOK 130 PAGE 62

15

SECOND AMENDED DECLARATION OF PROTECTIVE COVENANTS
PAGOSA PINES - UNIT NO. 4
PAGOSA SPRINGS, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

The undersigned are a majority of the owners of Lots 1 through 23 and Tracts 1 through 5, Pagosa Pines Unit No. 4, a subdivision located in the W1/2 of Section 32, Township 35 North, Range 1 West and the W1/2 of Section 5, Township 34 North, Range 1 West, N.M.P.M., Archuleta County, Colorado. The plat of said subdivision was duly recorded on October 26, 1972 in the office of the Archuleta County Clerk and Recorder under Reception No. 76690.

The undersigned Lot and Tract owners of Pagosa Pines, Unit No. 4 have the authority to amend the Amended Declaration of Protective Covenants of same as allowed by paragraphs 19 and 20 of the Original Declaration of Protective Covenants which were recorded October 26, 1972 in Book 129, Page 641 at Reception No. 76691 in the records of the Archuleta County Clerk and Recorder.

1. Paragraphs number 4 and 8 of the Amended Declaration of Protective Covenants of Pagosa Pines - Unit No. 4 recorded on September 17, 1992 in the office of the Clerk and Recorder of Archuleta County under Reception No. 0188938, Book 383, Page 279 is amended as follows: (amended as set forth in bold type)

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, **modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe he built or installed on any lot or tract;** no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Page 1 of 2
Return to: Architectural Control Committee,
Pagosa Pines, Unit Four, Box 1437
Pagosa Springs, Colorado 81147

RECORDER'S NOTE
Some words are hard to read
and may not reproduce well.

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. _____ or Tract No. 1+2 of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

- 4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. **No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) may be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.**
- 8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-8-99

Clifford M. Fulton
Clifford M. Fulton
7/13/99

EXHIBIT "A-1"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 19 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

- 4 No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

- 8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-13-99

V.I.P. Properties
by: [Signature]

*Records Note:
The following pages
are copies.*

L:\P.A. Simmons\Pagosa Pines Proxy word

EXHIBIT "A-2"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 8 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

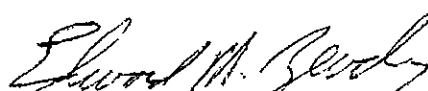
We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

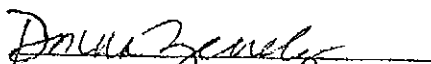
4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) **may be built or installed on any lot or tract;** no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-8-99


Edward M. Zevety


Donna Zevety

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Page 1 of 1



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EXHIBIT "A-3"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 3 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

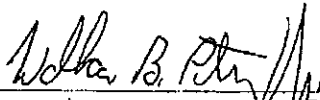
We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-14-99



Wallace B. Peterson, Jr

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Page 1 of 1


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6 of 15 R 75.00 D 0.00 N 0.00 ARCHULETA COUNTY

EXHIBIT "A-4"

**PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS**

We, the undersigned lot or tract owners of Lot No. 12 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, **modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe be built or installed on any lot or tract;** no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: July 11, 1999

Daniel E. Senjem
Daniel E. Senjem

Nancy R. Fryer
Nancy R. Fryer

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EXHIBIT "A-5"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 10-11-13 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-8-99

Echo Foundations

Dal Trepas

David Trepas, Trustee

Larry Simmons

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EXHIBIT "A-6"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 9 of Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.
8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-8-99

Virginia Y. Black, trustee
Virginia Y. Black, Trustee

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Page 1 of 1

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Exhibit "A-7"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 14 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) may be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 1/9/99

Nancy R. Pippenger
Nancy R. Pippenger
Nancy R. Pippenger

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Page 1 of 1

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Exhibit "A-8"

TOTAL P. 01

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. _____ or Tract No. 3+4 of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) may be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.
8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-8-99

Austroripian International LTD.
by: Charles C. Schumacher
President

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Page 1 of 1

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Exhibit "A-9"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 6 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.
8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7-10-99

Fred N. Cameron
Fred N. Cameron

Pamela K. Cameron
Pamela K. Cameron

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Exhibit "A-10"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 7 or Tract No. _____ of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) **may be built or installed on any lot or tract;** no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7/12/99

Peggy L. Walter

Peggy L. Cotton (Walter)

Peggy L. Walter

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EXHIBIT "A-11"

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. 16+17 or Tract No. 5 of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

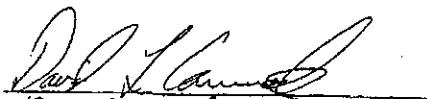
We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:


4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) may be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

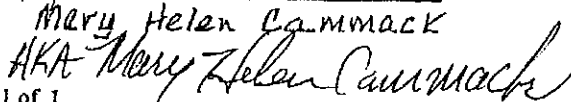
8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.

Note: Bold type is the only addition to existing covenants.

Dated: 7/12/99


David L. Cammack


Mary Helen Cammack

AKA 

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EXHIBIT "A-12"

5

THIRD AMENDED DECLARATION OF PROTECTIVE COVENANTS
PAGOSA PINES - UNIT NO. 4
PAGOSA SPRINGS, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

The majority of owners of Lots 1 through 23 and Tracts 1 through 5, Pagosa Pines, Unit No. 4, a subdivision located in the West ½ of Section 32, Township 35 North, Range 1 West and the West ½ of Section 5, Township 34 North, Range 1 West, N.M.P.M., Archuleta County, Colorado, have voted to amend paragraphs 4 and 8 of the existing and Second Amended Covenants. A record of that vote is recorded in the office of the Clerk and Recorder for Archuleta County under Reception No. 99006718.

Lot and Tract owners of Pagosa Pines Unit No. 4 have the authority to amend the Declaration of Protective Covenants of same as allowed by paragraphs 19 and 20 of the Original Declaration of Protective Covenants which were recorded October 26, 1972 in Book 129, Page 641 at Reception No. 76691 in the records of the Archuleta County Clerk and Recorder.

1. All lots numbered one (1) through twenty-three (23), inclusive, shall be designated as residential lots. Tracts numbered one (1) through five (5), inclusive, shall be designated as commercial tracts and may be used as commercial or residential lots.
2. On all residential lots, no buildings shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) single-family dwelling and private garage, attached or detached, for not more than three (3) cars and a detached single-family guest house for the convenience of the owner and not for rental purposes.
3. No building shall be located on any building site less than thirty (30) feet from the front line, nor less than twenty (20) feet from any side lot lines. Provided, however, no structures may be placed or erected in any easement shown on the plat. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Architectural Control Committee can be made for a variance. However, the decision of the Committee is final.
4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) maybe be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per

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Return TO: Pagosa Pines, Unit Four
Box 1437, Pagosa Springs, Colo 81147



calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.

5. A perpetual easement for the installation and maintenance of utilities and drainage facilities, including, but not limited to, electric lines, gas lines, telephone lines, and television cable, sewer lines and water lines, is reserved and dedicated over and through the roads and streets within this subdivision, together with an easement being ten (10) feet in width adjacent to and parallel with all side and rear lots, together with perpetual rights of ingress and egress for installation, maintenance and replacement of such lines. A 10' (ten-foot) easement is also reserved for the maintenance of existing irrigation ditches and right-of-way easements for said responsible and prudent manner.
6. All sewage disposal must be in accordance with the requirement of the San Juan Basin Health Unit and the Colorado State Department of Health and any sewage disposal unit shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field or through an aerator and retention pond as approved by the health authority.
7. It is hereby covenanted and agreed by the developer, its heirs, successors and assigns, that in the event that proper authorities of the County of Archuleta shall determine that the surface and sub-surface water in the area is becoming contaminated by the use of septic tanks or other sewage disposal systems in the area, the owner of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.
8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than 1,500 square feet. Construction of all building shall be completed as soon as possible but in no case more than six months after commencement.
9. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleared of such debris, garbage and trash, unattractive or objectionable objects, the Architectural Control Committee shall cause the same to be cleaned and charge the cost of the same to the owner of such lots. Recording of a notice of such charges in the office of the Archuleta County Clerk and Recorder shall constitute a lien against said lot, which lien shall continue until release of record.



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10. No lot may be further subdivided if the result would be to create a lot or tract of land smaller than five (5) acres unless central water is provided to any lots created less than five acres in size.
11. All outside fires, whether for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built or protected area such as a fireplace or fire pit and in compliance with Archuleta County regulations and must be attended so as to guarantee a minimum of smoking and smoldering.
12. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No "For Sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Developer, said approval shall be required until 75% of all lots have been sold. Also the Developer shall act as Architectural Control Committee until such time as 75% of all lots have been sold.
13. No animals, livestock or poultry or any kind, except horses and /or cattle shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No store or public office, and no hospitals, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment, shall ever be erected or permitted upon said residential lots or any part thereof. No business of any kind or character whatsoever of any other type, shall be conducted, in, on or from any residential structure on said lots.
14. Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (any conveyed) Greater Colorado Corp., a Colorado corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise changed.
15. All lots will allow a buyer to have horse privileges, provided that normal sanitary and fencing conditions must be maintained, and provided that not more than four (4) horses or six (6) cattle and ten (10) bales of hay or straw be kept on any one lot and that the horses or cattle are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with County and State regulations and/or general cleanliness requirements. All domestic wells must be to a minimum depth of no less than 50 feet

16. There shall be no indiscriminate use of firearms anywhere on the subdivision. This requirement is necessary because of the hazards natural to this type of terrain.
17. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach of violation thereof.
18. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator.
19. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until ten (10) years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.
20. Invalidation of any one of the covenants and restrictions herein before set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten (10) years from the date hereof subject to automatic extensions as provided in paragraph nineteen (19) hereof.
21. There is hereby created an Architectural Control Committee to be made up of three owners of lots or tracts within the said subdivision which committee shall be responsible for the enforcement of the protective covenants herein. Each member of the Architectural Control Committee shall serve until replaced. Replacement may occur at any annual election meeting held.

The Architectural Control Committee shall have the right and duty to take any and all action necessary to enforce the Protective Covenants. In the event of the violation of any covenant, the Architectural Control Committee shall send a written notice by certified mail, return receipt requested addressed to the said lot or tract owner at his legal address as found in the Archuleta County's Assessor's or Treasurer's Office. Said notice shall state the nature of the violation and shall require that the said lot or tract owner correct the same within fifteen (15) days of receipt of the notice.

In the event that said lot or tract owner has not corrected the violation within fifteen (15) days of receipt of written notice, the Architectural Control Committee shall take the necessary steps to abate the violation including, but not limited to, any and all necessary court action, injunction or restraining order as is necessary.

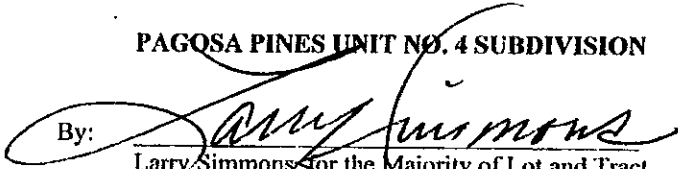


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In the event that the Architectural Control Committee shall incur any costs, expenses or attorney's fees in enforcing the Protective Covenants, upon filing of an affidavit setting forth the amount of expenses, costs and attorney's fees incurred in the office of the Clerk and Recorder of Archuleta County, Colorado, said amount shall become a lien upon the lot or tract of the said owner's property who violated the Covenants. The said Architectural Control Committee shall thereafter proceed to enforce the said lien to collect its costs and expenses including, but not limited to, a reasonable sum of interest at a rate not less than twelve percent (12%) per annum and a reasonable sum for attorney's fees.

IN WITNESS WHEREOF, the undersigned lot and tract owners, being a majority of the lot and tract owners within Pagosa Pines Unit No. 4 and pursuant to paragraphs 19 and 20 of the Declaration of Protective Covenants recorded under Book 129, Page 641 at Reception No. 76691 in the records of the Archuleta County Clerk and Recorder hereby state that they have the right and authority to amend the Declaration of Protective Covenants, and as is further set forth on Exhibits "A-1" through "A-13", as found under Reception No. 99006718 in the office of the Clerk and Recorder of Archuleta County, Colorado.

PAGOSA PINES UNIT NO. 4 SUBDIVISION

By: 

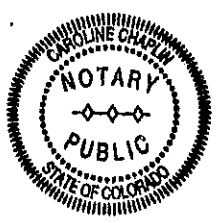
Larry Simmons, for the Majority of Lot and Tract Owners of Pagosa Pines Unit No. 4 Subdivision, Archuleta County, Colorado

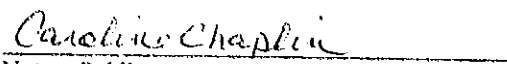
State of Colorado)
) ss
County of La Plata)

The foregoing was acknowledged, subscribed and sworn to before me this 14th day of July, 1999, by Larry Simmons, for the Majority of Lot and Tract Owners of Pagosa Pines Unit 4 Subdivision, Archuleta County, Colorado.

My commission expires:

MY COMMISSION EXPIRES:
February 16, 2003




Notary Public

PROXY OF OWNERS OF
PAGOSA PINES UNIT NO. 4
TRACT OWNERS

We, the undersigned lot or tract owners of Lot No. _____ of Tract No. A of Pagosa Pines Unit No. 4 hereby appoint Larry Simmons as our proxy for the purposes of voting on the Second Amended Declaration of Protective Covenants, Pagosa Pines Unit No. 4, Pagosa Springs, Colorado including amendments to paragraph 4 and 8, a copy of which is attached hereto and made a part of this proxy.

We, the undersigned hereby authorize Larry Simmons to record in the office of the Clerk and Recorder of Archuleta County, Colorado the Second Amended Declaration of Protective Covenants of Pagosa Pines Unit No. 4 setting forth the new paragraphs 4 and 8 to be part of the Second Amended Declaration of Protective Covenants for Pagosa Pines Unit No. 4 as follows:

4. No vehicle shall be parked on any roadway nor waterway within the boundaries of said lots. No trailer house, motor home, mobile home, modular home, manufactured home, or any type of pre-assembled home (similar to a mobile home, modular home or manufactured home which is available for installation as a substantially finished product) may be built or installed on any lot or tract; no camper, travel trailer, wrecked or inoperative vehicles may be parked on any lot or tract. Nor may any basement, tent, shack, garage, barn, outbuilding or temporary structure be used as a residence. Recreational travel vehicles may be parked on any lot for a period not to exceed one month per calendar year. No construction, commercial or heavy equipment may be parked on any lot except while being used for construction on said lot.
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Note: Bold type is the only addition to existing covenants.

Dated: 7-8-99

Greater Colorado Corp.
by: Margorie J. Scherer

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Exhibit "A-13"