

AMENDED
RESTRICTIVE COVENANTS

FOR

WHISPERING WOOD SUBDIVISION

The following restrictive covenants shall apply to all lots within the Whispering Wood Subdivision pursuant to the recorded plat thereof recorded in the offices of the Archuleta County Clerk and Recorder on the 17th day of August, 1994 at Reception No. 1994005859. These covenants supersede and replace, in their entirety, the prior restrictive covenants recorded in the offices of the Archuleta County Clerk and Recorder on November 29, 1984 at Reception No. 127718 and on December 16, 1985 at Reception No. 135935, said prior covenants being hereby expressly repealed.

All lots within the Whispering Wood Subdivision shall comply with the following restrictive covenants:

1. No further division or re-subdivision of any lot shall be allowed.
2. No commercial business of any kind shall be conducted on any lot.
3. All lots shall be used for residential purposes only and there shall not be more than a single residence upon any lot within the subdivision.
4. No recreation vehicles or mobile homes shall be permitted on any lot for habitation purposes except during the period of actual construction of a permanent residence which shall not exceed a period of twelve (12) months. No tents, shacks or temporary structures shall be placed, erected or permitted to remain on any lot.
5. No building shall be closer than twenty-five (25) feet to either side property line and all buildings shall be set back at least fifty (50) feet from the front property line. The total floor area of the main structure, exclusive of porches and garages, shall not be less than one thousand (1,000) feet.
6. No pigs or swine shall be bred, raised or allowed on any parcel. Not more than two (2) goats or sheep shall be bred, raised or allowed on any parcel. Not more than two (2) horses and/or cows shall be bred, raised or allowed on any lot. No chickens shall be allowed, other than as domestic pets. No dogs shall be allowed to run at large. All animals must be restricted and under the property owner's control either through appropriate fencing or a leash.
7. Any permanent structure designed for human habitation must contain at lease one (1) bathroom installed within the confines of the permanent structure, which bathroom must contain, at a minimum, a toilet, lavatory, and bathtub or shower facility. All residences or buildings with sleeping areas constructed within the subdivision shall require the construction and incorporation of a residential sprinkler system for fire

suppression until such time as fire hydrants are installed within or adjacent to the subdivision and approved by the Pagosa Fire District Fire Chief/Fire Marshal.

8. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of rubbish, trash, garbage, or other refuse or debris thereon.

9. No stripped down, partially wrecked or junked motor vehicles, or any parts thereof, shall be permitted to be parked on any street or upon any lot within the subdivision.

10. The natural forest within and surrounding the subdivision shall remain substantially intact, except for clearing necessary for construction of a building site. Thinning of trees shall be permitted as reasonably necessary for improvement of views and fire control.

11. Interior property line fences constructed upon any lot shall be no more than forty-two (42) inches in height. Owners of lots on which a fence is constructed shall be responsible for providing maintenance and upkeep for such fences. Fences shall be constructed as to blend with the natural environment (i.e., rails, logs, barbed wire, etc.). The maintenance of the fence around the perimeter of the subdivision shall be maintained by the property owners' association.

12. No shooting or hunting shall be permitted within the boundaries of the subdivision. The subdivision shall be designated and considered as a wild bird and game sanctuary.

13. The property owners within the subdivision shall form a property owners' association for purposes of management of common facilities within the subdivision, which shall include, but not be limited to, maintenance and snow clearing of platted roads and easements, and maintenance of the perimeter fence, the cattle guard at the South end of Whispering Wood Drive and the access to Highway 84. The property owners' association shall be managed by a board of directors which shall consist of at least three (3) but not more than five (5) property owners. Each lot shall be entitled to one (1) vote on all matters which shall come before the association. The board of directors shall be responsible for the preparation and submission of an annual budget to be approved by a majority of the ownership and, once approved, to be collected through the levy of annual assessments upon all lots within the subdivision. Revenues raised through annual assessments shall be utilized by the association for purposes of maintenance and management of common facilities, as above-described, as well as the construction and maintenance of any other amenities desired by the association.

The board of directors shall have the authority to file liens against lots within the subdivision for purposes of securing and collecting delinquent assessments. Such liens may be foreclosed upon in accordance with applicable Colorado law. The board of directors shall operate pursuant to by-laws to be formulated by the board and approved by the membership.

These covenants shall run with the land and shall be binding upon the owners of lots within the subdivision, their transferees, successors and assigns. If any person shall violate or threaten to violate any of the covenants herein set forth, it shall be lawful for any person or persons owning real property within the subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument. The board of directors may also institute proceedings for such purposes.

These covenants shall remain in effect for a period of twenty (20) years and will then continue in effect for periods of ten (10) year increments, unless changed by an instrument in writing approved by two-thirds (2/3) of the property owners within the subdivision and recorded in the offices of the Archuleta County Clerk and Recorder.

Dated this 22nd day of April, 1994.

SAN JUAN ENTERPRISES, INC.

By: Donald H. English
Donald H. English, President

Attest:

Emma M. English
Emma M. English, Secretary



STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

The foregoing restrictive covenants were subscribed and sworn to before me this 22nd day of April, 1994, by Donald H. English, as President, and Emma M. English, as Secretary, of San Juan Enterprises, Inc., a New Mexico corporation.

Witness my hand and official seal.

My commission expires: 12-16-99

Keri A. Spriggs
Notary Public



ARCHULETA COUNTY, CO 1994005860 08/17/94 0818AM
PAGE 3 OF 3 PAGES JUNE MADRID.RECORDER COV

2

RESTRICTIVE COVENANTS

SJ #83

The following restrictive covenants shall apply to the real property as described on the warranty deeds which are recorded in the records of the County Court House in Archuleta County, Colorado under receptions number 134186, 134187, 134188, 134189, 134557, 134558, 134559, 134560, 134962, 134963, 134964, and 134965.

1. This real property shall be sold in 5 acre parcels - no subsequent redivision permitted without variance approval. With variance approval, no parcel shall be divided into less than 2½ acre tracts, and no more than one residence shall be erected on each 2½ acre tract.
2. No commercial business of any kind shall be conducted on any tract.
3. All lots shall be known and described as lots for residential purposes only. Only one residence may be erected, altered, placed or be permitted to remain on any lot.
4. No trailer home or mobile home shall be permitted to be used on any lot for habitation purposes except as authorized herein. Such trailer or mobile home may be used for habitation purposes during the time of construction of a permanent residence providing the time of construction of a permanent residence does not exceed a period of twelve (12) months. In addition, such trailer or mobile home may be used for recreation purposes providing such use does not extend for a period exceeding six months in the aggregate during a single calendar year. No tents, shacks or temporary structures shall be placed, erected or be permitted to remain on any lot.
5. No building shall be nearer than 25 feet to either side property line, and the minimum set-back of all buildings from the front property lines shall be 50 feet. The total floor area of the main structure, exclusive of porches and garages, shall not be less than 1,000 square feet.
6. No pigs or swine shall be bred, raised or allowed on any parcel. Not more than two (2) goats or sheep shall be bred, raised or allowed on any parcel. Not more than two (2) horses and/or cows for each 5 acre parcel owned shall be bred, raised or allowed thereon. No chickens, other than domestic pets, shall be allowed to run at large. No dogs shall be allowed to run at large. All animals mentioned above must be restricted within property owner's own property by proper fencing or leash.
7. Any permanent structure designed for human habitation must contain at least one (1) bathroom installed within the confines of the permanent structure, said bathroom to contain at least one (1) toilet, lavatory, bathtub and/or shower facility.
8. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of rubbish, trash, garbage, or other refuse or debris thereon.
9. No stripped down, partially wrecked or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any street or in any parcel.
10. Forestation - natural forest shall remain substantially intact, except for clearing of cabin site. Thinning of trees shall be permitted as reasonably necessary for view or improvement of forestry.
11. No property line fences which shall be more than forty-two (42) inches in height shall be constructed on any lot. Owners of lots on which a fence is situated shall be responsible for providing maintenance and upkeep for such fence. Fences shall be constructed so as to blend with the natural environment; i.e., rail, logs, barbed wire, etc.
12. No shooting or hunting shall be permitted within the boundaries of the area as described in these restrictive covenants. The entire area will be designated as a wild bird and game sanctuary.

These covenants run with the land and, if any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property within this area to institute proceedings at law or in equity to enforce the provisions of this instrument.

These covenants shall remain in effect for a period of twenty (20) years and will then continue in effect for periods of ten year increments, unless changed by two-thirds of the property owners.

SAN JUAN ENTERPRISES, INC., A New Mexico Corporation,
d.b.a. Santo Juanito, Inc.

BY: Donald H. English
Donald H. English, President.

Attest: Emma M. English
Emma M. English, Secretary



Date: Sept. 10, 1983

Bernalillo County, New Mexico

Sworn and subscribed before me this 11 day of December 1985 by Donald H. English, President and Emma M. English, Secretary of San Juan Enterprises, Inc., a New Mexico corporation, d.b.a. Santo Juanito, Inc.

My commission expires 12-6-87



Signed: Linda L. Casero
Notary Public

RESTRICTIVE COVENANTS

SJ #78

The following restrictive covenants shall apply to the real property as described in book 199, pages 636 through 659, and recorded in the records of the county court house in Archuleta County, Colorado:

1. This real property shall be sold in 5 acre parcels - no subsequent redivision permitted without variance approval. With variance approval, no parcel shall be divided into less than $2\frac{1}{2}$ acre tracts, and no more than one residence shall be erected on each $2\frac{1}{2}$ acre tract.
2. No commercial business of any kind shall be conducted on any tract.
3. All lots shall be known and described as lots for residential purposes only. Only one residence may be erected, altered, placed or be permitted to remain on any lot.
4. No trailer home or mobile home shall be permitted to be used on any lot for habitation purposes except as authorized herein. Such trailer or mobile home may be used for habitation purposes during the time of construction of a permanent residence providing the time of construction of a permanent residence does not exceed a period of twelve (12) months. In addition, such trailer or mobile home may be used for recreation purposes providing such use does not extend for a period exceeding six months in the aggregate during a single calendar year. No tents, shacks or temporary structures shall be placed, erected or be permitted to remain on any lot.
5. No building shall be nearer than 25 feet to either side property line, and the minimum set-back of all buildings from the front property lines shall be 50 feet. The total floor area of the main structure, exclusive of porches and garages, shall not be less than 1,000 square feet.
6. No pigs or swine shall be bred, raised or allowed on any parcel. Not more than two (2) goats or sheep shall be bred, raised or allowed on any parcel. Not more than two (2) horses and/or cows for each 5 acre parcel owned shall be bred, raised or allowed thereon. No chickens, other than domestic pets, shall be allowed to run at large. No dogs shall be allowed to run at large. All animals mentioned above must be restricted within property owner's own property by proper fencing or leash.
7. Any permanent structure designed for human habitation must contain at least one (1) bathroom installed within the confines of the permanent structure, said bathroom to contain at least one (1) toilet, lavatory, bathtub and/or shower facility.
8. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of rubbish, trash, garbage, or other refuse or debris thereon.
9. No stripped down, partially wrecked or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any street or in any parcel.
10. Forestation - natural forest shall remain substantially intact, except for clearing of cabin site. Thinning of trees shall be permitted as reasonably necessary for view or improvement of forestry.
11. No property line fences which shall be more than forty-two (42) inches in height shall be constructed on any lot. Owners of lots on which a fence is situated shall be responsible for providing maintenance and upkeep for such fence. Fences shall be constructed so as to blend with the natural environment; i.e., rail, logs, barbed wire, etc.
12. No shooting or hunting shall be permitted within the boundaries of the area as described in these restrictive covenants. The entire area will be designated as a wild bird and game sanctuary.

These covenants run with the land and, if any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property within this area to institute proceedings at law or in equity to enforce the provisions of this instrument.

These covenants shall remain in effect for a period of twenty (20) years and will then continue in effect for periods of ten year increments, unless changed by two-thirds of the property owners.

SAN JUAN ENTERPRISES, INC., A New Mexico Corporation,
d.b.a. Santo Juanito, Inc.

BY: Donald H. English
Donald H. English, President

Attest: Emma M. English
Emma M. English, Secretary

Date: April 1, 1983



Bernalillo County, New Mexico

Sworn and subscribed before me this 20th day of November 1984 by Donald H. English, President and Emma M. English, Secretary of San Juan Enterprises, Inc., a New Mexico corporation, d.b.a. Santo Juanito, Inc.

My commission expires 1/8/86.



Signed: Rita Massey
Notary Public

ARCHULETA CO. COLO #127718 11/29/84 11:05
BK PG MARTHA VALDEZ, RECORDER