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1 of 5 R 28.00 D 0.00 N 0.00 ARCHULETA COUNTY

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DECLARATION OF PROTECTIVE COVENANTS
FOR
ARCHULETA MESA RANCH

This Declaration of Protective Covenants for Archuleta Mesa Ranch ("Declaration"), is made this 17th day of May, 1999 by Archuleta Mesa Ranch, LLC, a Colorado Limited Liability Company authorized to do business in Colorado and the Derossett Family Limited Partnership (collectively referred to as "Declarant").

Declarants, Archuleta Mesa Ranch, LLC, and the Derossett Family Limited Partnership, are the owners of that certain real property located in the County of Archuleta, State of Colorado, more particularly described as:

Sections 4 and 5, Township 32 North, Range 1 West, N.M.P.M. and
Sections 28, 29, 32 and 33, Township 33 North, Range 1 West,
N.M.P.M. ("Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements which shall run with the land and be binding on all parties, their heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property:

1. Each Tract within the Property may be used for agricultural, equestrian, recreational and/or residential purposes only. Only permanent single family residential dwellings, barns or other related structures may be built on Tracts within the Property.
2. No mobile, modular or prefabricated home shall be located or constructed on any Tract within the Property. This prohibition shall include structures of these types even if not intended as a dwelling unit.
3. Domestic animals, livestock and poultry may be kept for the personal use of each Tract owner. Commercial feed lots and swine are prohibited on all Tracts. All owners shall have their animals under control at all times and shall not permit such livestock, poultry or domestic animals to wander upon other property nor to become a nuisance. Parcel owners shall be responsible for fencing out livestock, otherwise, livestock owned by, leased by, or under the control of the Archuleta Mesa Ranch owners association may graze freely upon all of the Property.
4. Each Tract owner whose property comprises an outer boundary of the Property shall maintain and keep in good repair the fence along such boundary; provided, however, that no such fence shall be more than forty-two (42) inches in height.
5. All rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner and all containers shall be kept in a clean, sanitary condition. No rubbish, garbage or other waste shall be deposited in any drainage area nor allowed to accumulate on any Tract.

return to Mary Weiss, PO Box 129, Pagosa Springs

99004864 05/19/1999 03:50P DCC
2 of 5 R 26.00 D 0.00 N 0.00 ARCHULETA COUNTY

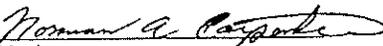
8. Mining (including the removal of soil, gravel, or rock), except in connection with development of the Property by the Declarant(s), drilling, and commercial wood harvesting are prohibited. To the extent possible, the natural vegetation shall be preserved.

9. The covenants and restrictions of this Declaration shall run with and bind the land for twenty years and shall be automatically extended for successive twenty-year periods, unless an instrument is signed revoking or terminating the Project as provided below.

a. *Revocation.* This Declaration shall not be revoked nor shall the regime created hereby be terminated without the consent of all the Owners of the Tracts, evidenced by a written instrument duly recorded with the Clerk and Recorder of Archuleta County, Colorado.

b. *Amendment.* This Declaration, or any provision of it, may be amended at any time by a vote of the Owners of not less than sixty-seven (67) percent of the Tracts in Archuleta Mesa Ranch.

ARCHULETA MESA RANCH, LLC.

By 
Member

DEROSSETT FAMILY LIMITED
PARTNERSHIP

Thomas Derosssett, Jr., General Partner

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4 of 5 R 20.00 D 0.00 N 0.00 ARCHULETA COUNTY

7. No owner shall cause or allow the origination of excessive odors or sounds from his Tract. No owner shall cause or allow any other nuisance of any kind whatsoever to exist on his Tract.

8. Mining (including the removal of soil, gravel, or rock), except in connection with development of the Property by the Declarant(s), drilling, and commercial wood harvesting are prohibited. To the extent possible, the natural vegetation shall be preserved.

9. The covenants and restrictions of this Declaration shall run with and bind the land for twenty years and shall be automatically extended for successive twenty-year periods, unless an instrument is signed revoking or terminating the Project as provided below.

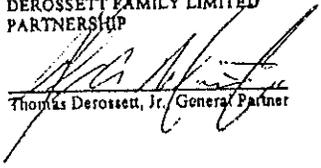
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ARCHULETA MESA RANCH, LLC.

By _____
Manager

DEROSSETT FAMILY LIMITED
PARTNERSHIP


Thomas Derossett, Jr., General Partner

