

Recorded JUL 23 1974 At 8:45 am
Reopt. No. 80464 Felima Gardner Recorder

PROTECTIVE COVENANTS
FOR PAGOSA PEAKS NO. #2

1. All the lots or tracts in the herofin above described lands shall be used for residential purposes only. No buildings shall be erected, altered, or replaced or permitted to remain on any lot which is other than a single family dwelling plus a private garage. Small barns and/or stables for the housing of horses or cattle shall be permitted. Mobile homes shall be permitted on approval of Upper Piedra Investments, Inc.
2. No building, fence, patio, or structure shall be erected on any lot until the plans for such structure have been delivered to Upper Piedra Investments, Inc. The matters to be considered in giving such approval shall be the position of the proposed structure on the lot, the type of material to be used in the construction, and the general appearance and color of the structure after completion, and the size of the structure which shall not be less than 800 square feet, interiorly. Approval shall not be unreasonably withheld by Upper Piedra Investments, Inc., and disapproval shall be accompanied by specifications of the unsatisfactory items and suggestions for change, which, if adopted, would be approved. Approval or disapproval shall be given within thirty days of submission of plans.
3. Any and all lot owners, owning a lot on perimeter of subdivision shall bear responsibility of upkeep and maintenance of that part of the perimeter boundary fence running across their property.

This obligation may be enforced by any lot owner either by suit in his own name or on behalf of all lot owners. Should an owner of land on the perimeter of the subdivision fail to perform any needed fence repairs, any owner or group of owners may perform such repairs and the cost of repairs shall be a lien against the defaulting owner's land which may be foreclosed in an action at law in the manner of foreclosure of mechanic's liens in Colorado. In addition, the developer will charge every lot owner, at the time of his lot purchase, the sum of \$20.00 which will be held by Southwest Colorado Development Co. in a trust account in a Durango or Pagosa Springs bank as further security for any lot owner's performance of his fence repair obligations.

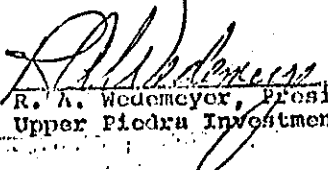
4. No noxious or offensive activities shall be conducted on any lot or tract, nor shall anything be done thereon which

PROTECTIVE COVENANTS
FOR PAGOSA PEAKS NO. #2
CONTINUED

- may be, or become, an annoyance or nuisance to the owners of any other lot or tract, as prescribed by law.
5. All trash, garbage, and other debris shall be promptly buried or hauled away from the subdivision.
 6. No junk or inoperatable automobiles or equipment shall be permitted to remain on any lot.
 7. Dogs and cats may be kept on the lots as household pets. Horses and/or cattle up to three per five-acre tract shall be permitted. Any other animals or pets must be contained and penned up.
 8. All lot and tract owners shall be limited to the installation of individual sewage disposal system which must comply with the Colorado Department of Health standards.
 9. Any permanent structure designed for human habitation must contain at least one bathroom installed within the confines of the permanent structure; said bathroom must contain at least one water closet, lavatory, bathtub, and/or shower-stall facilities.
 10. No tree with a base of over three inches in diameter shall be cut except with the permission of Upper Piedra Investments, Inc.
 11. When seventy-five percent (75%) or more of the lots in the herein above described lands is sold, the owners of such lots or tracts may form a committee of such size and representation as may be agreed upon by a majority of such owners, which committee may undertake the obligations imposed by Upper Piedra Investments, Inc. in paragraph two of these covenants and which committee may undertake on behalf of all lot and tract owners, enforcement of these covenants.
 12. The covenants shall run with all of the above described lands and shall be binding on all present and future lot owners and successors and assigns for a period up to and including December 31, 1993. At any time after September 1, 1989, these covenants may be rescinded, changed, or added to, by the recording in the office of the County Clerk and Recorder of Archuleta County, Colorado, of an instrument in writing making such rescission, change, or addition, which instrument shall be signed, under oath, by ~~87488~~ owners of a majority of

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the lots or tracts in the herein above described lands. No change, however, shall be effective which prohibits or limits a then existant use of any lot or tract unless the owners of such lots or tracts shall have agreed unanimously to such change.

BY 
R. A. Wedemeyer, President
Upper Piedra Investments, Inc.

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