

Declaration of Restrictions

Amendments

P a g o s a V i s t a

Recorded JAN 25 1980 10:13 A.M.
For Rept. No. 98378
SUPPLEMENT AND AMENDMENT Mary Ann Colton - Recorder

TO DECLARATION OF RESTRICTIONS

All lots in Pagosa Vista, a subdivision of Archuleta County, Colorado, excepting Lots 322 through 389 and 401 through 422, have heretofore been designated for mobile home use by virtue of the Declaration of Restrictions recorded in Book 126 at Page 71, Records of the Archuleta County Recorder.

Eaton International Corporation is the owner of said excepted lots and hereby declares that said Lots 322 through 389 and Lots 401 through 422, Pagosa Vista, a subdivision of Archuleta County, Colorado, are impressed with and subjected to all provisions, as if set forth herein in full, of the Declaration of Restrictions recorded in Book 126 at Page 71, Records of the Archuleta County Recorder, as herein amended.

The use of certain of the lots in Pagosa Vista as single-family residential lots, instead of mobile home lots, would better serve the overall development of the subdivision.

Eaton International Corporation is the record owner of in excess of two-thirds of the lots and, additionally, has obtained consents in excess of two-thirds of all parties who have an ownership interest, whether recorded or not, and thereby has the right to amend said Declaration of Restrictions as recorded in Book 126 at Page 71.

Eaton International Corporation hereby amends said Restrictions as to Lots 322 through 389 inclusive, 401 through 422 inclusive, 466 through 479 inclusive, 494 through 517 inclusive and 541 through 558 inclusive of Pagosa Vista to change the use designation for said lots from MH-90 (mobile home district) to R-1-90 (single family residential district) use in accordance with the R-1-90 classification as set forth in the Declaration of Restrictions recorded June 24, 1970, in Book 122 at Page 224, Archuleta County, Colorado, Recorder's Office.

Except as above modified, said Restrictions as recorded in Book 126 at Page 71 shall remain in full force and effect.

DATED this 15th day of January, 1980.

Attest:


Secretary

EATON INTERNATIONAL CORPORATION

By


President

BOOK 171 PAGE 247

INDEXED

STATE OF COLORADO
ARCHULETA COUNTY 75936

DECLARATION OF RESTRICTIONS

I hereby certify that this instrument was filed
for Record in my office at 10:11 a'clock A.M.
June 6 19 72, and is duly
recorded in Book 128 Page 271
FELIPE GARDNER by Jane Salomate
10 Sep. Recorder

PAGOSA TRAILS

PAGOSA VISTA

THIS DECLARATION is made this 30 day of March 1972 by EATON INTERNATIONAL CORPORATION, a Delaware corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant, as the owner of all the real property set forth and described on those certain plats entitled PAGOSA TRAILS, a subdivision of Pagosa, and PAGOSA VISTA, a subdivision of Pagosa, caused said plats to be recorded in the records of Archuleta County, Colorado; and

WHEREAS, the real property described in the plats has been subdivided into numbered or lettered parcels identified on the plats as Lots, Tracts or Blocks (herein collectively called "Lot" or "Lots"), which lots comprise the aggregate two (2) subdivisions in the Pagosa general development (herein called "Development"); and

WHEREAS, certain of said Lots were made subject to the terms of a Declaration of Restrictions made on the ninth (9th) day of September, 1971 in the Public Records of Archuleta County, Colorado, in Book 126, at pages 71 through 94 inclusive, which are made a part hereof and are incorporated herein by reference; and

WHEREAS, Declarant desires to subject additional lots to said Declaration of Restrictions referred to above.

NOW, THEREFORE, Declarant hereby declares that Lots 1 through 361, inclusive, in PAGOSA TRAILS and Lots 1 through 321, inclusive; Lots 390 through 400, inclusive; Lots 423 through 444, inclusive; and Lots 652 through 658, inclusive in PAGOSA VISTA are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Declaration of Restrictions referred to above.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

EATON INTERNATIONAL CORPORATION,
a Delaware corporation

By: Ralph H. Eaton
President

ATTEST:

David H. Eaton
Secretary

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.



This instrument was acknowledged before me this 30th day of March 1972 by Ralph H. Eaton and David H. Eaton as President and Secretary respectively of EATON INTERNATIONAL CORPORATION, a Delaware corporation.

David H. Eaton
Notary Public

STATE OF ARIZONA)
County of Maricopa) ss.

This instrument was acknowledged before me this
15th day of January, 1980, by David H Eaton
as President of EATON INTERNATIONAL CORPORATION.

In witness whereof I hereunto set my hand and official
seal.

Barbara W. [Signature]
Notary Public



My commission expires:

My Commission Expires Feb. 6, 1983

98378

BOOK 171 PAGE 248

Declaration of Restrictions

Amendments

P a g o s a T r a i l s

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WITHDRAWAL OF AMENDMENT TO RESTRICTIONS - PAGOSA TRAILS

I, Brenda G. Eaves, hereby give notice that I withdraw that certain Amendment to Restrictions-Pagosa Trails which I signed and recorded with the Archuleta County Clerk and Recorder on August 10, 1994 as Reception Number 1994005627. With this Withdrawal of Amendment, such Amendment described above shall be of no force and effect.

DONE and signed this 17 day of May, 1995.

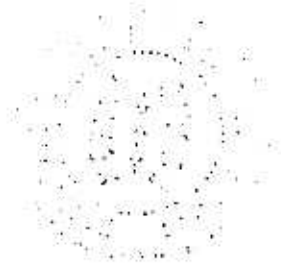
Brenda G. Eaves
Brenda G. Eaves

STATE OF COLORADO)
)ss
COUNTY OF ARCHULETA)

SUBSCRIBED AND SWORN TO before me this 17 day of May, 1995, by
Brenda G. Eaves

My Commission Expires:
5-12-96

June Madrid E. Madrid
Notary Public



Recorded _____

Recpt. No. _____

Amendment to Restrictions

Pagosa Trails

WHEREAS, Declarant, Lunda G. Evans, having been duly elected as representative of and by a majority of the then owners of the lots subject to the Declaration of Restrictions and/or other consents pursuant to the below referred Declaration of Restrictions; and

WHEREAS, Declarant desires to amend said Declaration of Restrictions in certain respects;

WHEREAS, Declarant, declares said Declaration of Restrictions for Pagosa Trails recorded on September 13, 1971 under reception no. 74886 at book 125 page 71 in the public records of the Archuleta County, Colorado records office, as amended

WHEREAS by previously recorded instruments Lots 1 through 361 inclusive and Lots 362 through 502 inclusive were all made subject to the terms of a Declaration of Restrictions.

NOW, THEREFORE, Declarant hereby amends the said Declaration of Restrictions of Pagosa Trails and said amendment shall amend and be effective as to all lots in Pagosa Trails (Lots 1 through 502, inclusive), as follows:

(1) That paragraph 11. Pagosa Property Owners Association, Inc.

A. Is amended to read as follows:

11. PAGOSA PROPERTY OWNERS ASSOCIATION, INC.

A. EVERY person acquiring legal or equitable title to any lot in the subdivision shall become a member of the Pagosa Property Owners Association Inc., a Colorado non-profit corporation, herein referred to as The Association.

THIS AMENDMENT WAS WITHDRAWN BY RECORDED INSTRUMENT
ENTITLED "WITHDRAWAL OF AMENDMENT TO RESTRICTIONS-PAGOSA
TRAILS" RECORDED 05-19-95 @12:35 PM UNDER RECEPTION #1995003177,
ARCHULETA COUNTY, COLORADO

PAGE 2 OF 2 PAGES JUNE MARSHED, RECORDED AND

INDEXED

Recorded JAN 11 1978

At 10:05 A.M.

Recpt. No. 90305

Felima Gardner-- Recorder *YZ*AMENDMENT TO RESTRICTIONS

EATON INTERNATIONAL CORPORATION, having adequate ownership and/or consents pursuant to the below referred Declaration of Restrictions, hereby Amends the said Declaration of Restrictions recorded as follows in the office of the Archuleta County, Colorado Recorder:

RECORDED:

1. September 13, 1971	Book 126, Page 95
2. May 23, 1972	Book 128, Page 72
3. June 7, 1973	Book 132, Page 250
4. June 24, 1970	Book 122, Page 224
5. September 13, 1971	Book 126, Page 71
6. June 4, 1973	Book 132, Page 245
7. June 4, 1973	Book 132, Page 231
8. November 5, 1973	Book 134, Page 35
9. November 5, 1973	Book 134, Page 37
10. March 1, 1972	Book 127, Page 275
11. June 6, 1972	Book 128, Page 264

As to all the above, whether directly recited or incorporated by reference, the first and second paragraphs of Paragraph 7D of 1, 2, 3 above, and the first and second paragraphs of Paragraph 11D of 4 through 11 above are amended to read as follows:

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Association a uniform annual charge per single-family residential lot within the Subdivision. The amount of such charge is to be determined by the Board of Directors of the Association for the purposes set forth in the Articles of Incorporation, and the charge in no event shall be less than as follows:

\$21.00 annually, for the initial lot owned, plus \$1.00 per year for each additional lot owned in the same name;

\$27.00 annually, where a lot has been improved with a living unit,

and provided further that no such charge shall ever be made against, or be payable by, the Declarant, the Association itself, or any entity that may be created to acquire title to, and operate, the water or sewer utilities serving the Subdivision, any commercial operations or any waterway, beach, access tract, marina, golf course, tennis courts, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision.

PVT

All multiple residential use lots shall pay a minimum charge of \$27.00 per year for each living unit constructed.

Except as above modified, the above recited Declarations of Restrictions remain unchanged.

DATED this 6th day of January, 1978.



EATON INTERNATIONAL CORPORATION,
a Delaware corporation

By David H. Eaton
Executive Vice President

ATTEST:

Patricia L. Viete
Assistant Treasurer

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 6th day of January, 1978, by David H. Eaton and Patricia L. Viete, as Executive Vice President and Assistant Treasurer, respectively, of EATON INTERNATIONAL CORPORATION, a Delaware corporation.



My Commission expires:

My Commission Expires Feb. 5, 1981

Tandi Martin
Notary Public

BOOK 156 PAGE 135

90305

87738

INDEXED

STATE OF COLORADO
ARCHULETA COUNTY

87738

I hereby certify that this instrument was filed
for Record in my office at 2:30 o'clock, P.M.
April 1 1977 and is duly
recorded in Book 151 Page 428-429

FELIMA GARDNER

Recorder

AMENDMENT OF RESTRICTIONS

PAGOSA TRAILS

WHEREAS, Declarant is the developer of Lots 1 through 502, inclusive, of Pagosa Trails, a subdivision of Pagosa, recorded under Reception No. 74885 in the public records of Archuleta County, Colorado; and

WHEREAS, previously by instrument recorded September 21, 1971 in Book 126 at pages 71 through 94, inclusive, lots 362 through 502, inclusive, of Pagosa Trails were made subject to the terms of a Declaration of Restrictions; and

WHEREAS, previously by instrument recorded June 6, 1972 in Book 128 at page 271, Lots 1 through 361, inclusive, of Pagosa Trails were made subject to the terms of a Declaration of Restrictions; and

WHEREAS, Declarant is the record owner of in excess of two-thirds (2/3) of all the lots in Pagosa Trails; and

WHEREAS, Declarant desires to amend said Declarations of Restrictions in certain respects;

NOW, THEREFORE, Declarant declares said Declarations of Restrictions for Pagosa Trails shall be amended as to all lots in Pagosa Trails (Lots 1 through 502, inclusive), as follows:

(1) All lots in Pagosa Trails shall be residential lots classified as:

- a. R1-50 (up to 7,500 square feet);
- ~~a.~~ b. R1-75 (7,500 square feet up to 9,000 square feet);
- c. R1-90 (9,000 square feet up to 12,000 square feet);
- d. R1-120 (12,000 square feet and above).

(2) Paragraph 5.B. (RV-36 and RV-90 Single Family Recreational Vehicle District) commencing on page 7 including (1)(a)(b)(c)(d)(e)(f)(g), (2), (3), (4), and (5)(a)(b)(c) is deleted in its entirety and in its place and stead the following:

A. R-1-50 Single Family Residential District

- (1) Uses Permitted - All uses permitted in R-1-75.
- (2) Minimum Lot Size - 4,900 sq. ft; no lot or combination lot referred to below shall be divided into smaller lots or parcels.
- (3) Setback Requirements
 - (a) Front Yard - No building or structure shall be located within twenty (20) feet of the front property line.
 - (b) Rear Yard - No building or structure shall be located within twenty (20) feet of the rear property line. In no event shall any building or structure be located less than thirty (30) feet from the high waterline or the golf course boundary on any lot contiguous to a lake or golf course.
 - (c) Side Yard - There shall be a side yard setback of not less than five (5) feet from the side property lines to the nearest building or structure. On corner lots the side setback on the street side shall be not less than ten (10) feet or ten percent (10%) of the lot width at its widest point, whichever is greater. No eave or overhang of any roof shall be closer than three and one-half (3½) feet from any side lot line.

- (4) Minimum Living Area - Minimum living area requirements are the same as for R-1-75.
- (5) Lot Coverage - No building or structure shall be constructed on any lot which covers more than sixty percent (60%) of the total area of such lot.
- (6) Except as to Lots 125 and 126 which may be used as a bath house; if such use is terminated, then these restrictions shall fully apply.

→ B. R-1-75 Single Family Residential District

- (1) Uses Permitted
 - (a) One single family dwelling per lot
 - (b) Use, buildings and structures customarily incidental to single family dwelling
 - (c) Golf courses and country clubs
 - (d) Public parks, playgrounds and community centers.
- (2) Minimum Lot Size - 7,500 square feet; no lot or combination lot referred to below shall be divided into smaller lots or parcels.
- (3) Set-Back Requirements
 - (a) Front yard - No building or structure shall be located within twenty-five (25) feet of the front property line.
 - (b) Rear yard -- No building or structure shall be located within twenty (20) feet of the rear property line. In no event shall any building or structure be located less than fifty (50) feet from the high-waterline or the golf course boundary on

any lot contiguous to a lake or golf course.

- (c) Side yard - There shall be a side yard set-back of not less than seven and one-half ($7\frac{1}{2}$) feet from the side property lines to the nearest building or structure, and on corner lots, the set-back on the street side shall be not less than ten (10) feet, or ten (10) percent of the lot width at its widest point whichever is greater. No eave or overhang of any roof shall be closer than three and one-half ($3\frac{1}{2}$) feet from any side lot line.
- (4) Minimum Living Area - No dwelling shall be constructed on any R-1-75 lot in the subdivision having less than the following minimum square footage of living space, exclusive of porch and garage:
 - (a) One-story houses shall have a minimum of 850 square feet of living space.
 - (b) Multiple-story houses shall have a minimum of 600 square feet of living space on the main floor.
- (5) Lot Coverage - No building or structure shall be constructed on any lot which covers more than fifty (50) percent of the total area of the lot.

C. R-1-90 Single Family Residential District

- (1) Uses Permitted
 - (a) All uses permitted in R-1-75

- (b) Guest house, servant quarters, and cabana or pool house provided that such separate structures do not exceed the set-back requirements delineated below.
- (2) Minimum Lot Size - 9,000 square feet; no lot or combination lot referred to below shall be divided into smaller lots or parcels.
- (3) Set-Back Requirements
 - (a) Front yard - No building or structure shall be located within thirty (30) feet of the front property line.
 - (b) Rear yard - No building or structure shall be located within twenty (20) feet of the rear property line. In no event shall any building or structure be located less than fifty (50) feet from the high-waterline or the golf course boundary on any lot contiguous to a lake or golf course.
 - (c) Side yard - There shall be a side yard set-back of not less than ten (10) feet from the side property lines to the nearest building or structure, and on corner lots, the side set-back on the street side shall be not less than fifteen (15) feet, or ten (10) percent of the lot width at its widest point whichever is greater. No eave or overhang of any roof shall be closer than five and one-half (5½) feet from any side lot line.
- (4) Minimum Living Area - No dwelling shall be constructed on any R-1-90 lot in the subdivision

having less than the following minimum square footage of living space, exclusive of porch, garage, cabana, guest house or servant quarters.

(a) One-story houses shall have a minimum of 1,000 square feet of living space.

(b) Multiple-story houses shall have a minimum of 750 square feet of living space on the main floor.

(5) Lot Coverage - No building or structure shall be constructed on any lot which covers more than fifty-five (55) percent of the total area of the lot.

D. R-1-120 Single Family Residential District

(1) Uses Permitted - All uses permitted in R-1-90.

(2) Minimum Lot Size - 12,000 square feet; no lot or combination lot referred to below shall be divided into smaller lots or parcels.

(3) Setback Requirements - Setback requirements are the same as for R-1-90.

(4) Minimum Living Area - Minimum living area requirements are the same as for R-1-90.

(5) Lot Coverage - Lot coverage limitations are the same as for R-1-90.

(3) Those lots listed below in combination may be transferred, conveyed, hypothecated, rented or otherwise used or employed only in combination with each other and for all purposes these combination lots shall be considered one lot; said lot combinations shall not be divided or separated in any manner, fashion or way. The lots to be used in combination (combination lot) are as follows:

1. Lots 1, 2 and 3
2. Lots 4 and 5
3. Lots 6 and 7
4. Lots 8 and 9
5. Lots 10 and 11
6. Lots 12 and 13
7. Lots 14 and 15
8. Lots 16 and 17
9. Lots 18 and 19
10. Lots 20 and 21
11. Lots 22 and 23
12. Lots 24 and 25
13. Lots 26 and 27
14. Lots 28 and 29
15. Lots 30 and 31
16. Lots 32 and 33
17. Lots 34 and 35
18. Lots 39 and 40
19. Lots 41 and 42
20. Lots 48 and 49
21. Lots 51, 52 and 53
22. Lots 55 and 56
23. Lots 57 and 58
24. Lots 59 and 60
25. Lots 61 and 62
26. Lots 63, 64 and 65
27. Lots 66 and 67
28. Lots 68 and 69
29. Lots 70 and 71
30. Lots 72 and 73
31. Lots 74 and 75
32. Lots 80 and 81
33. Lots 85 and 86
34. Lots 88 and 89
35. Lots 90 and 91
36. Lots 92 and 93
37. Lots 94 and 95
38. Lots 96 and 97
39. Lots 98 and 99
40. Lots 100, 101 and 102
41. Lots 106 and 107
42. Lots 110 and 111
43. Lots 113 and 114
44. Lots 115 and 116
45. Lots 117 and 118
46. Lots 119 and 120
47. Lots 121 and 122
48. Lots 123 and 124
49. Lots 125 and 126
50. Lots 127, 128 and 129
51. Lots 132 and 133
52. Lots 134, 135 and 136
53. Lots 137 and 138
54. Lots 139 and 140
55. Lots 141 and 142
56. Lots 143 and 144
57. Lots 145, 146 and 147
58. Lots 148 and 149
59. Lots 150 and 151
60. Lots 152 and 153

RECEIVED

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- | | |
|---------------------------|----------------------------|
| 61. Lots 154 and 155 | 91. Lots 224 and 225 |
| 62. Lots 156 and 157 | 92. Lots 226 and 227 |
| 63. Lots 158 and 159 | 93. Lots 228 and 229 |
| 64. Lots 160 and 161 | 94. Lots 230 and 231 |
| 65. Lots 162 and 163 | 95. Lots 232 and 233 |
| 66. Lots 164 and 165 | 96. Lots 234 and 235 |
| 67. Lots 166 and 167 | 97. Lots 236 and 237 |
| 68. Lots 168 and 169 | 98. Lots 238 and 239 |
| 69. Lots 171 and 172 | 99. Lots 240 and 241 |
| 70. Lots 174 and 175 | 100. Lots 242 and 243 |
| 71. Lots 180 and 181 | 101. Lots 244 and 245 |
| 72. Lots 182 and 183 | 102. Lots 246 and 247 |
| 73. Lots 184 and 185 | 103. Lots 248 and 249 |
| 74. Lots 186, 187 and 188 | 104. Lots 250 and 251 |
| 75. Lots 189 and 190 | 105. Lots 252 and 253 |
| 76. Lots 191 and 192 | 106. Lots 254 and 255 |
| 77. Lots 193, 194 and 195 | 107. Lots 258 and 259 |
| 78. Lots 196 and 197 | 108. Lots 260, 261 and 262 |
| 79. Lots 198 and 199 | 109. Lots 267, 268 and 269 |
| 80. Lots 200 and 201 | 110. Lots 270, 271 and 272 |
| 81. Lots 202 and 203 | 111. Lots 278 and 279 |
| 82. Lots 204 and 205 | 112. Lots 280 and 281 |
| 83. Lots 206 and 207 | 113. Lots 290 and 291 |
| 84. Lots 208 and 209 | 114. Lots 292 and 293 |
| 85. Lots 210, 211 and 212 | 115. Lots 294 and 295 |
| 86. Lots 214 and 215 | 116. Lots 296 and 297 |
| 87. Lots 216 and 217 | 117. Lots 298 and 299 |
| 88. Lots 218 and 219 | 118. Lots 300 and 301 |
| 89. Lots 220 and 221 | 119. Lots 302 and 303 |
| 90. Lots 222 and 223 | 120. Lots 304 and 305 |

121. Lots 309 and 310
122. Lots 311 and 312
123. Lots 313 and 314
124. Lots 315 and 316
125. Lots 317 and 318
126. Lots 319 and 320
127. Lots 321 and 322
128. Lots 323 and 324
129. Lots 325 and 326
130. Lots 327 and 328
131. Lots 329 and 330
132. Lots 331 and 332
133. Lots 333 and 334
134. Lots 335 and 336
135. Lots 337 and 338
136. Lots 339 and 340
137. Lots 341 and 342
138. Lots 343 and 344
139. Lots 353 and 354
140. Lots 355 and 356
141. Lots 357 and 358
142. Lots 359, 360 and 361
143. Lots 362, 363 and 364
144. Lots 365 and 366
145. Lots 367 and 368
146. Lots 369 and 370
147. Lots 371 and 372
148. Lots 373 and 374
149. Lots 375 and 376
150. Lots 377 and 378

151. Lots 379 and 380
152. Lots 381 and 382
153. Lots 383 and 384
154. Lots 385 and 386
155. Lots 387 and 388
156. Lots 389 and 390
157. Lots 391 and 392
158. Lots 402 and 454
159. Lots 405 and 406
160. Lots 407, 408 and 409
161. Lots 419, 420 and 421
162. Lots 422 and 423
163. Lots 424 and 425
164. Lots 426, 427 and 428
165. Lots 430 and 431
166. Lots 432 and 433
167. Lots 434 and 435
168. Lots 436 and 437
169. Lots 438 and 439
170. Lots 440 and 441
171. Lots 442 and 443
172. Lots 444 and 445
173. Lots 446 and 447
174. Lots 452 and 453
175. Lots 460 and 461
176. Lots 462 and 463
177. Lots 464 and 465
178. Lots 466 and 467
179. Lots 468 and 469
180. Lots 470 and 471

181. Lots 476 and 477
182. Lots 478 and 479
183. Lots 480 and 481
184. Lots 484 and 485
185. Lots 486 and 487
186. Lots 488 and 489
187. Lots 490 and 491
188. Lots 492 and 493
189. Lots 494 and 495
190. Lots 496 and 497
191. Lots 498 and 499

(4) The words "recreational vehicle" in paragraph 7.0. on page 13 of said Declaration of Restrictions are hereby deleted.

(5) The following restrictive paragraphs are hereby added to paragraph 7 as subparagraphs T, U and V:

T. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.

U. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

V. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(6) Paragraphs 9.8. and E on page 16 of said Declaration

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of Restrictions shall not be deemed applicable to any combination
lot above set forth.

DATED this 28th day of March, 1977.

EATON INTERNATIONAL CORPORATION,
a Delaware Corporation

By Ralph H. Eaton

ATTEST:

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 28th
day of March, 1977 by Ralph H. Eaton
and _____ as President and
_____, respectively, of Eaton International
Corporation, a Delaware corporation.



Devin E. Cochran
Notary Public

My Commission expires:

April 25, 1978

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INDEXED

STATE OF COLORADO
ARCHULETA COUNTY 75936

DECLARATION OF RESTRICTIONS

PAGOSA TRAILS

PAGOSA VISTA

I hereby certify that this instrument was filed
for Record in my office at 10:10 o'clock A M
June 6 1972, and is duly
recorded in Book 128 Page 271
FELIMA GARDNER by Jane Salomonte
Recorder

THIS DECLARATION is made this 10 day of March 1972 by EATON
INTERNATIONAL CORPORATION, a Delaware corporation, herein referred
to as "Declarant".

WITNESSETH:

WHEREAS, Declarant, as the owner of all the real property set
forth and described on those certain plats entitled PAGOSA TRAILS, a
subdivision of Pagosa, and PAGOSA VISTA, a subdivision of Pagosa,
caused said plats to be recorded in the records of Archuleta County,
Colorado; and

WHEREAS, the real property described in the plats has been sub-
divided into numbered or lettered parcels identified on the plats as
Lots, Tracts or Blocks (herein collectively called "Lot" or "Lots"),
which lots comprise the aggregate two (2) subdivisions in the Pagosa
general development (herein called "Development"); and

WHEREAS, certain of said lots were made subject to the terms of
a Declaration of Restrictions made on the ninth (9th) day of September,
1971 in the Public Records of Archuleta County, Colorado, in Book 126,
at pages 71 through 94 inclusive, which are made a part hereof and are
incorporated herein by reference; and

WHEREAS, Declarant desires to subject additional lots to said
Declaration of Restrictions referred to above.

NOW, THEREFORE, Declarant hereby declares that Lots 1 through 361,
inclusive, in PAGOSA TRAILS and Lots 1 through 321, inclusive; Lots
390 through 400, inclusive; Lots 423 through 444, inclusive; and Lots
652 through 658, inclusive in PAGOSA VISTA are held and shall be held,
conveyed, hypothecated or encumbered, leased, rented, used, occupied
and improved, subject to the Declaration of Restrictions referred to
above.

IN WITNESS WHEREOF, the Declarant has executed this Declaration
on the day and year first above written.

EATON INTERNATIONAL CORPORATION,
a Delaware corporation

By: Ralph H. Eaton
President

ATTEST:

David H. Eaton
Secretary

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)



This instrument was acknowledged before me this 30th day of March
1972 by Ralph H. Eaton and David H. Eaton as President and
Secretary respectively of EATON INTERNATIONAL CORPORATION, a
Delaware corporation.

Arthur L. Egan
Notary Public

DECLARATION OF RESTRICTIONS

PAGOSA VISTA

PAGOSA TRAILS

THIS DECLARATION, made this 9 day of SEPTEMBER 1971, by TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, being the owner in fee, as Trustee for EATON INTERNATIONAL CORPORATION, a Delaware corporation, and acting pursuant to directions from EATON INTERNATIONAL CORPORATION, as Trust beneficiary, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on those certain plats (herein collectively called "the plat") entitled Pagosa Vista, a subdivision of Pagosa, and Pagosa Trails, a subdivision of Pagosa, which plat is recorded in the records of Archuleta County, Colorado, and is made a part hereof and incorporated herein by reference; and

WHEREAS, the real property described in the plat has been subdivided into numbered or lettered parcels identified on the plat as Lots, Tracts or Blocks (herein collectively called "Lot" or "Lots"), which lots comprise in the aggregate two (2) subdivisions (herein called "Subdivision"), which are two of several subdivisions in the Pagosa general development (herein called "Development"), which shall be subject to the terms of these or similar restrictions in the manner provided in paragraph 15 hereof; and

WHEREAS, Declarant is about to sell and convey certain of said lots and, before doing so, desires to subject Lots 445-651 inclusive Pagosa Vista and Lots 362-502 inclusive Pagosa Trails and impose upon said lots mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit and complement of said lots and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that Lots 445-651 inclusive Pagosa Vista and Lots 362-502 inclusive Pagosa Trails are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the Subdivision, improvement and sale of said lots and are established and agreed upon for the purpose

Recorded Sept. 13, 1971 At 3:38 P.M.

Recpt. No. 74886 Felina Gardner-- Recorder

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of enhancing and protecting the value, desirability and attractiveness of the said lots and of the Development as a whole. All of the Restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

These restrictions shall apply to Lots 445-651 inclusive Pagosa Vista and Lots 362-502 inclusive Pagosa Trails and are specifically excluded from application to other lands shown on the plat.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2000, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time before January 1, 1985 these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

B. Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any lot within the Subdivision all or any of these Restrictions and further to vacate any or all of the streets, parks, recreational facilities and any other amenity shown on the recorded plats, provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Subdivision of the Development.

3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of Lots 445-651 inclusive Pagosa Vista and Lots 362-502 inclusive Pagosa Trails and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots numbered above; to create reciprocal rights between the respective owners of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other of the above-numbered lots and their respective owners.

4. ENVIRONMENTAL CONTROL COMMITTEE

A. An Environmental Control Committee (herein called "Committee") shall be appointed by Declarant and shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant or, in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Pagosa Property Owners Association, Inc. (herein called "Association"), provided, however, that at any time hereafter the Declarant may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing.

B. No structure, addition or improvement shall be placed, constructed, erected or maintained on any lot, nor shall any addition to or change or alteration be made thereon until approved in writing by the Committee. There shall be submitted to the Committee a building application on forms approved by Declarant together with two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained together with the schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee of \$30.00 shall accompany the submission of such application and plans to defray Committee's expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee's recommendations.

C. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

D. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee

deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

E. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

F. The Committee shall have the authority to set up regulations as to the height and size requirements for all types of outbuildings and other structures including fences, walls, copings, etc. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other enclosure as a structure or aesthetic feature of a design concept will contribute to and be in keeping with the character of the area.

G. No pier, dock or other structure may be constructed or placed on any lake within the Development without the prior written permission of the Committee. Whenever the Committee shall approve plans and specifications for a pier or similar structure on or extending into any waterway, such approval shall constitute a mere revocable privilege from Declarant or its successor or successors in interest for the construction, placement and maintenance of the proposed structure.

5. LAND USE AND IMPROVEMENTS

The following are the various land uses anticipated in the Subdivision. This list is not intended to be all inclusive and additional land use classifications may be added from time to time by the Declarant or by the Pagosa Property Owners Association, Inc. These land use classifications, as hereinafter described, limit and prescribe the use of each lot to the uses permitted under the classification shown on the plat. Any use not specifically permitted in any use classification is hereby declared to be prohibited.

A. MH-50 and MH-90 Mobile Home Districts

(1) Uses Permitted

- (a) One (1) single family mobile home per lot.
- (b) Fireplace, grill, open porch, patio, pergola, table, benches, storage - provided that such structures are attached to or are adjacent to the mobile home - garage, carport, concrete pad, room additions to mobile home. All such structures shall not exceed setback requirements.
- (c) Boat dock.
- (d) Golf courses and country clubs.
- (e) Public parks, playgrounds and community centers.
- (f) Churches with off-street parking, as approved by the Committee.

(2) Minimum Lot Size

MH-50 5,000 square feet
MH-90 9,000 square feet

No lot shall be divided into smaller lots or parcels.

(3) Restrictions Pertaining to the Mobile Home

- (a) No mobile home shall be placed on any lot without the approval of the Committee. A photograph of the mobile home may be required as a condition of approval.
- (b) All mobile homes must have complete sanitary facilities including among others a lavatory, water closet, washbasin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with State health requirements.

- (c) Notwithstanding anything herein contained, at such time as, in the discretion of the Committee, the state of the art in the construction of what are commonly known as "modular" homes has developed to the point where if installed in the Subdivision they would, in the opinion of the Committee, be harmonious with the mobile homes permitted therein, then, providing said modular homes and the owners thereof comply in all other respects with this Declaration of Restrictions, the Committee may allow installation of such modular homes.
- (d) Skirting of mobile homes is required within thirty (30) days after occupancy of all mobile homes having a floor line above grade, and prior approval of the skirting material and construction must be obtained from the Committee.

(4) Setback Requirements

- (a) Front Yard - No building or structure shall be located within ten (10) feet of the front property line.
- (b) Rear Yard - No building or structure shall be located within ten (10) feet of the rear property line. In no event shall any building or structure be located less than twenty (20) feet from the high waterline or the golf course boundary on any lot contiguous to a lake or golf course.
- (c) Side Yard - There shall be a side yard setback of not less than five (5) feet from the side property lines to the nearest building or structure, and on corner lots the side setback on the street side shall be not less than ten (10) feet. No eave or overhang of any roof shall be closer than three and one-half (3½) feet from any side lot line.

(5) Minimum Living Area

No mobile home shall contain less than four hundred (400) square feet of actual living area exclusive of porches, patio or other appurtenances.

(6) Lot Coverage

No building or structure shall be constructed on any lot which covers more than fifty percent (50%) of the total area of the lot.

B. RV-36 and RV-90 Single Family Recreational Vehicle District

(1) Uses Permitted

- (a) Recreational vehicles for a single family. Included within such category are travel trailers, motor homes (including converted van type), truck campers, camping trailers and pickup covers that are mobile.
- (b) Single family folding tents, table, benches, fireplace, grill, patio, open porch, pergola, storage - provided that such structures are attached to or are adjacent to the basic camping unit - garage, carport, concrete pad, room additions to the basic camping unit. All such structures shall not exceed setback requirements and, any permanent-type structure or improvement, must have prior Committee approval as provided in Section 4, paragraph B. Tents, unless in actual use, shall not be left standing during the period between November 1 and the following April 1.
- (c) Boat dock.
- (d) Golf courses and country clubs.
- (e) Public parks, playgrounds and community centers.
- (f) Churches with off-street parking, as approved by the Committee.
- (g) Special uses such as recreational vehicle supplies and services, excluding retail sale and repair of such vehicles, shall be permitted where, in the sole opinion of the Committee, such businesses are compatible with the uses permitted above.

(2) Minimum Lot Size

RV-36 3,600 square feet

RV-90 9,000 square feet

No lot shall be divided into smaller lots or parcels.

- (3) No mobile home may be located or placed on any lot, it being the express intent of the Declarant to exclude mobile homes from use on any lot in the District, and to create and maintain an area designed for the maximum beauty and benefit of leisure-time campers.
- (4) All camping facilities and other personal property placed on any lot must be maintained in operable condition and in good appearance.
- (5) Setback Requirements
 - (a) Front Yard - No vehicle or structure shall be located within ten (10) feet of the front property line.
 - (b) Rear Yard - No vehicle or structure shall be located within ten (10) feet of the rear property line. In no event shall any vehicle or structure be located less than twenty (20) feet from the high waterline or the golf course boundary on any lot contiguous to a lake or golf course.
 - (c) Side Yard - There shall be a side yard setback of not less than five (5) feet from the side property lines to the nearest vehicle or structure, and on corner lots the side setback on the street side shall be not less than ten (10) feet. No eave or overhang of any roof shall be closer than three and one-half (3½) feet from any side lot line.

C. Limited Commercial Area C-1

(1) Uses Permitted

Special retail shops which shall be limited to the following types of retail businesses: antiques, banks, barber shops, bars, beauty shops, book stores, cafes or restaurants, clothing shops, clubs, confectionery, cocktail lounges, drugs, dry cleaning and pressing/deposit and pick-up, dry goods, fine art galleries, florists, guns and sporting equipment, gifts, jewelry, photography, shoes, stock brokerages, stationery, sundries and news and health clubs. The following additional uses shall also be permitted in accordance with the regulations governing them:

Automobile Rental Agencies
Bakeries (Retail)
Banks
Bowling Alleys

Churches
Department Stores
Electrical Appliance Stores
Electrical Supplies
Food Markets, Groceries
Furniture (New)
Hardware
Meat Market & Delicatessen
Offices & Office Supplies
Photographic Studios
Plumbing Fixtures & Supplies
Printing
Recreation Activities
Self-Service Laundries
Shoe Sales & Repairs
Theaters

Such other types of retail and wholesale businesses, including automobile service stations, shall be permitted where, in the sole opinion of the Committee, such businesses are compatible with the uses permitted above and with the other businesses conducted or planned for the immediately adjacent areas.

(2) Height

Maximum building height will be two (2) stories not to exceed thirtyfive (35) feet.

(3) Parking

There will be a requirement to provide off-street parking spaces for automobiles in the C-1 Limited Commercial Area with a minimum of one (1) parking space for each four hundred (400) square foot of floor space.

- (4) In the planning of the C-1 Limited Commercial Areas, the purchaser of such lots, plots or parcels must agree to follow definite architectural planning and design which will include approval by the Committee of the size of the structure

allowed on any particular lot, plot or parcel, the external appearance of the building including detailed specifications as to height, parapets, roof pitches, exterior materials, roofing materials, doors, windows, placement, size, design, and installation of signs, exterior lighting, roof extensions, overhangs, or covered walkways, exterior color and texture of all native, manufactured or coated material; height and width of sidewalks and walkways and landscaping required to accentuate the aesthetic appearance of each and every structure to be placed upon the lot.

6. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENT

A. If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined and, using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "front lot line" defines a lot boundary line that is abutting the right-of-way of the street on which the lot abuts.

C. The term "side lot line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

D. The term "rear lot line" defines the boundary line of the lot that is farthest from and substantially parallel to the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

E. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard.

F. The setback lines set forth above are subject to and may be superseded by such setback lines as are shown on the recorded plat, it being intended hereby that the plat shall take precedence.

7. GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision.

A. No outside toilet shall be constructed on any lot. With the prior written consent of the Committee, water wells and septic systems may be constructed on lots not served by central water or sewage systems, provided, however, such water or septic facilities shall comply with all requirements of the Health Department of the State of Colorado and other governmental agencies having jurisdiction thereof. All plumbing fixtures, dishwashers or toilets shall be connected to the central sewage system or individual septic systems as permitted above. Storm water shall not be allowed to flow into the sewage system. At such time as central water or sewer facilities become available to a lot owner who has constructed a water well and/or septic system, the water well and/or septic system shall be abandoned and the central system made available shall be utilized exclusively. Unless otherwise determined by the entity having jurisdiction in the matter, the central water system shall be deemed to be available for purposes of this paragraph when water lines are installed, operative and ready for connection within one hundred (100) feet of the property line of the lot utilizing a water well, and the central sewage system shall be deemed to be available when sewer lines are installed, operative and ready for connection within four hundred (400) feet of the property line of the lot utilizing a septic system.

B. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot designated for mobile home use, provided, however, that the Committee or its representative may grant permission for any such temporary structure for storage of materials during moving of the mobile home on lot or during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place, nor shall any overnight camping be permitted on any such lot.

C. No animals or livestock of any description, except the usual household pets, shall be kept on any lot. Pets shall be confined so as not to become a nuisance. All pets must be inoculated against rabies.

D. Lot owners may erect or place one (1) identifying nameplate which may be no larger than two (2) square feet or higher than four (4) feet on any lot. Except as provided for immediately above, all signs, billboards or advertising structures of any kind are prohibited, except upon application to and written permission from the Committee.

E. No stripped down, partially wrecked or junk motor vehicles, or sizable part thereof, shall be permitted to be parked on any street in the Sub-division or on any lot.

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F. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, waterway or golf course within the Subdivision at any time, except during refuse collections.

G. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, waterway or golf course within the Subdivision.

H. No owner of any lot shall move or construct thereon any structure or vehicle normally permitted on such lot that is to be used as a model or exhibit, unless prior written permission to do so shall have been obtained from the Committee.

I. Unless otherwise zoned or approved by the Committee, each and every lot is for single family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office or other multiple family dwelling shall be erected, placed, permitted or maintained on said property or on any part thereof.

J. All lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

K. No noxious, offensive or illegal activities shall be carried on on any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. Disturbing noise is not permitted after 10:00 PM or before 8:00 AM. Radios, televisions or record players must be tuned at all times so as not to annoy other residents. Loud parties will not be permitted at any time.

L. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

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M. No commercial-type truck or truck larger than pickup class shall be parked for storage overnight or longer on any lot in the Subdivision in such a manner as to be visible to the occupants of other lots in the Subdivision or the users of any street, waterway or golf course within the Subdivision, unless the prior written approval of the Committee has been obtained. Repairs or overhauling of automobiles shall not be permitted on any lot or street in the Subdivision. No overnight parking of any type of vehicle shall be allowed on any street in the Subdivision. Motorcycles, motorbikes, trail bikes or snowmobiles are allowed to operate on streets and on lots in the Subdivision only for the purpose of traveling in a direct route between lot and destinations outside of the Subdivision. These vehicles must at all times be operated at the lowest possible noise level while in the Subdivision.

N. Boats and boat trailers, or any similar property, may not be stored on any street in the Subdivision but may be stored on lots only at such time that lot is occupied. At all other times, boat and boat trailer must be stored in areas designated for this purpose, subject to a fee that may be changed from time to time.

O. Any mobile home, recreational vehicle, structure or other vehicle on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt, or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days.

P. No tree over three (3) inches in diameter shall be removed from any numbered lot in the Subdivision without the written consent of the Committee.

Q. No exterior television antenna of any kind shall be constructed or erected on any lot or residence after such time as a central television system has been made available to the Subdivision at rates commensurate with those prevailing in the area. No exposed exterior radio transmission and/or receiving antennas shall be erected, placed or maintained on any part of said property, unless by written permission of the Committee.

R. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any waterway in the Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivision, the Declarant hereby reserves for itself, its successors and assigns the exclusive right to operate or, from time to time, to grant an exclusive license to a third party to operate a

commercial scavenging service within the Subdivision for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors or assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.

S. No change in ground level may be made of any lot in excess of one (1) foot from existing grades without the written approval of the Committee obtained prior to the commencement of work.

8. VARIANCES

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein, provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision or the Development.

9. EASEMENTS

A. The Declarant reserves unto itself, its successors and assigns certain easements along, across, over and upon the real estate that constitutes the Subdivision. The easements so reserved by the Declarant are described as follows:

- (1) Declarant, for itself, its successors, assigns and licensees, reserves a ten (10) foot wide easement along all road rights-of-way and rear property lines, and a five (5) foot easement along the side lines of each and every lot in the Subdivision for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate guy wires, braces and anchors wherever necessary for said installation, maintenance and operations, together with the right to install and maintain and operate utility lines and mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees the right to ingress

and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses do not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common lot line, the same shall not be subject to the aforementioned five (5) foot easement along or upon the contiguous or common lot line, except where utility lines or mains have been platted or installed.

- (2) Declarant further reserves for itself, its successors, assigns and licensees for lake and shoreline maintenance and control along that portion of each lot contiguous to the shoreline of all lakes an easement ten (10) feet wide. Any such lot shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of the adjacent lake.
- (3) Declarant for itself, its successors, assigns and licensees reserves a twentyfive (25) foot wide easement along all rights-of-way for the purpose of cutting and filling and drainage. Declarant further reserves unto itself, its successors, assigns and licensees the right to cause or permit drainage of surface water over and/or through said lots and, further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage.
- (4) Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
- (5) No owner of any lot in the Subdivision shall have any claim or cause of action against Declarant, its successors, assigns or licensees, either in law or in equity, and arising out of exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.
- (6) All lot owners will install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee hereinabove described.

S. Rules for Determination of Location of Easements

The rules prescribed in paragraph 6 above for the establishment of setback lines that must be measured from meandered lines may be applied, whenever necessary and with such adaptations as are necessary, in defining the location of any easement that is to encumber a strip of land contiguous to a meandered line.

C. Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables with the rights-of-way and easement areas reserved and defined in paragraph 9A(1) above.

D. On each lot the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems; provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the Subdivision and upon written approval from the Committee Improvements within such areas shall also be maintained by the respective lot owner, except for those for which a public authority or utility company is responsible.

E. Whenever two (2) or more contiguous lots in the Subdivision shall be owned by the same person and such person shall desire to use two (2) or more of said lots as a site for a single dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If written permission of such a use shall be granted, the lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with a single dwelling house.

F. The lots in the Subdivision shall be burdened by such additional easements as may be shown on the recorded plats; however, in the event of conflict, the provisions of these Restrictions shall prevail.

G. Every lot in the Subdivision that lies contiguous to a lake or other waterway shall be subject to an inundation or a flowage easement to an elevation on the lot equal to the high waterline.

10. OWNERSHIP, USE AND ENJOYMENT OF
PARKS AND RECREATIONAL AMENITIES

A. All parks, recreational facilities and other amenities within the Subdivision are private and neither the Declarant's recording of the plat nor any other act of Declarant with respect to the plat shall be construed as a dedication to the public, but rather all such parks, recreational facilities and other amenities shall be for the use and enjoyment of members or associate members of the Pagosa Property Owners Association, Inc., other classifications of persons as may be designated by the Declarant and to the guests of such members of the Association or other residents of Pagosa who qualify for the use and enjoyment of the facilities.

B. The ownership of all recreational facilities within the Subdivision shall be in Declarant or its designee; however, Declarant may convey or otherwise transfer any or all of the facilities to the Pagosa Property Owners Association, Inc. and such conveyance shall be accepted by it, provided it is free and clear of all financial encumbrances.

11. PAGOSA PROPERTY OWNERS ASSOCIATION, INC.

A. Every person acquiring legal or equitable title to any lot in the Subdivision, except limited commercial lots, C-1, becomes a member of the Pagosa Property Owners Association, Inc., a Colorado non-profit corporation, herein referred to as "Association", and with such ownership in the Subdivision and membership in the Association, he then becomes subject to the requirements and limitations imposed in these Restrictions and to the regulations and assessments of the Association, with the exception, however, of such person or persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust or real estate contract purchases. However, if such a person should realize upon his security and becomes the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

C. The Association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all recreational facilities and other properties within the Subdivision as it may from time to time own or agree to maintain. The Association may provide fire and police protection for the residents of the Subdivision.

In the event that the Association at any time fails to properly maintain such parks and recreational facilities or fails to provide adequate fire and police protection, the Declarant may, in its sole discretion, enter upon and make any and all repairs, or may maintain any of the properties under the responsibility of the Association, or the Declarant may adopt measures to provide adequate fire and police protection and may charge the Association for all such repairs or protections, provided, however, that Declarant shall under no circumstances be obligated to take any such action.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Association a uniform monthly charge per single-family residential lot within the Subdivision. The amount of such charge is to be determined by the Board of Directors of the Association for the purposes set forth in the Articles of Incorporation, and the charge in no event shall be less than two dollars (\$2.00) per month, payable annually, and provided further that no such charge shall ever be made against or be payable by the Declarant, the Association itself or any entity that may be created to acquire title to and operate the water or sewer utilities serving the Subdivision, any commercial operations or any waterway, beach, access tract, marina, golf course, tennis courts, swimming pool, clubhouse, clubhouse grounds, campgrounds or other like recreational facilities within the Subdivision.

All monthly charges are payable annually by the member to the Association on or before the first day of May of each year for the ensuing year.

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The Board of Directors of the Association shall fix the amount of the annual charge per lot by the first day of April of each year and written notice of the charge so fixed shall be sent to each member in the event it is changed from the previous year.

Every person who shall become the legal or equitable owner of any lot in the Subdivision by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association shall make in accordance with these Restrictions. If such payment is not made when due, it shall bear interest from the due date at the rate of eight percent (8%) per annum. Until paid, such charges together with costs and reasonable attorney's fees required to secure payment thereof, shall constitute a perpetual lien on and against the property charged. The Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees and may foreclose the lien in accordance with the laws of the State of Colorado.

The Association shall, upon demand at any time, furnish a list of members who have paid such assessment or of such members who are then delinquent in the payment of such assessments.

E. The fund accumulated as a result of the charges levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, providing police and fire protection and the maintenance of the waterways, parks and other recreational facilities.

F. The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon shall be superior to any such lien as provided for in these Restrictions.

G. The Board of Directors of the Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities of any member or associate member, if any charge owed (as assessed under paragraphs 11-D and 12 of these Restrictions) remains unpaid, or for any continuing violation of the restrictive covenants for the Subdivision after the existence of the violation has been brought to the attention of the member in writing by the Board of Directors of the Association, or during the period that any utility bill for water or sewer service remains unpaid.

12. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right to enter upon said lot and repair and restore the lot and the exterior of any improvements erected thereon. Such right shall not be exercised unless two-thirds (2/3) of the Board of Directors shall have voted in favor of such action. The cost of such exterior restoration and maintenance shall be added to and become a part of the annual charge to which such lot is subject. The Association shall not be liable for any damage which may result from any maintenance work performed hereunder.

13. LAKE FRONTAGE LOTS

A. Certain lots in the Subdivision are contiguous to a lake which has been or is to be established within the boundaries of the Subdivision. The water in and the land under said lake are and will be owned by the Declarant. Said lake is depicted in the recorded Subdivision plat, and the normal pool water elevation and the high water elevation of said lake are and will be as determined by the spillway elevation of said lake. The title that will be acquired by the grantee of the Declarant's title to any of said contiguous lots (and by the successors and assigns of such grantee) will and shall extend only to the shoreline of the lake to which such lot is contiguous, as said shoreline would be established on the date hereof if the water elevation in said lake were at an elevation one (1) vertical foot above the normal pool water elevation and as the shoreline may hereafter be established by the water at an elevation one (1) vertical foot above normal pool water elevation by erosion from said shoreline. No such grantee nor any of such grantee's successors or assigns shall have any right with respect to any stream that is a tributary to said lake, or with respect to said lake, the land thereunder, the water therein, or its or their elevations, use or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations. The Declarant, its successors and assigns shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake to which the lot is contiguous may be moved toward or to, but not inland beyond the location of said shoreline as it would exist as of the date hereof if the water elevation in said lake were at an elevation one (1) vertical foot above the normal pool water elevation, and title shall pass with such dredging or other removal as by erosion.

B. The Declarant reserves to itself and to the Association and its successors and assigns such an easement upon, across and through each of said lots contiguous to said lake as is necessary in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant shall be liable for damages caused by ice, erosion, washing or other action of the water.

C. The Declarant reserves to itself and its successors and assigns the right to raise and lower the elevation of said lake, but neither the Declarant nor any successor or assign of the Declarant shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of any of said lake to an elevation above the normal pool water elevation.

14. CHARGES FOR WATER AND SEWER SERVICE

A. Every legal or equitable owner of a lot in the Subdivision shall pay charges for water and sewer service in accordance with rates approved by the entity having jurisdiction in the matter. At such time as water or sewer service is available to the owner of a lot, he shall pay a water connection fee and/or a sewer connection fee in amounts established by the entity having jurisdiction in the matter. Unless otherwise determined by the entity having jurisdiction in the matter, water service shall be deemed to be available for purposes of this paragraph when water lines are installed, operative and ready for connection within one hundred (100) feet of any property line of a lot, and sewer service shall be deemed to be available when sewer lines are installed, operative and ready for connection within four hundred (400) feet of any property line of a lot.

B. Easements, in addition to those reserved throughout these Restrictions and on the recorded plats, shall be granted for the practical construction, operation and maintenance of such water and sewer facilities upon request of the Declarant or the entity having jurisdiction in the matter.

15. INCLUSION OF ADDITIONAL SUBDIVISIONS

Declarant may from time to time and in its sole discretion, subject to restrictions substantially the same as those set forth herein, additional Subdivisions to be located within the Development. Such additional Subdivisions shall be subjected to such restrictions upon the recordation thereof in the appropriate records of Archuleta County, Colorado. Such restrictions shall be substantially the same as those contained herein, provided, however, that:

- (1) Such restrictions may impose additional limitations upon the property subject thereto.
- (2) Such restrictions shall not discriminate against lot owners whose property is included in an existing Subdivision already subject to restrictions.
- (3) Lot owners in such additional subdivisions shall become members of the Association in the same manner herein provided and shall have the same privileges, obligations and responsibilities as set forth herein.

16. REMEDIES

A. The Association or any party to whose benefit these Restrictions inure, including the Declarant, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions, provided, however, that it is expressly understood that neither Declarant nor the Association shall be liable for damages of any kind to any party for failing to either abide by, enforce or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth in 16-A above in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

17. GRANTEE'S ACCEPTANCE

A. The Grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and of the Association and, by such acceptance, shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Declarant, the Association and with the grantees and subsequent owners of each of the lots within the Development to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees by such acceptance to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or waterways.

18. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions, and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

19. CAPTIONS

The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS THEREOF, the Declarant has executed this Declaration on the day and year first above written.

TRANSAMERICA TITLE INSURANCE COMPANY,
a California corporation, as Trustee

By:



Vice President

ATTEST:


Assistant Secretary

74886

APR 22 1993



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me this 9TH day of SEPT. 1971, by J.M. DATTISON and ROBERT ST. JOHN as Vice Pres. and Asst. Secretary respectively of TRANS-AMERICA TITLE INSURANCE COMPANY, a California corporation, acting as Trustee.

My commission expires 8-5-75



74886

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