

Declaration of Restrictions

Amendments

Village Service Commercial

Tract I

5

**REPEAL OF DECLARATION OF RESTRICTIONS
FOR PAGOSA VILLAGE SERVICE COMMERCIAL & PAGOSA
VILLAGE LIGHT INDUSTRIAL AND OF AMENDED DECLARATION
OF RESTRICTIONS FOR PAGOSA VILLAGE SERVICE COMMERCIAL
AND FOR VILLAGE CENTER**

WHEREAS, the undersigned owners are the record owners of 2/3 of the lots within Village Center Tract I, a partial replat of Pagosa Village Light Commercial, within Archuleta County, Colorado (hereinafter "the Property"); and

WHEREAS, Eaton International Corporation, a Delaware corporation, as owner and Declarant, has heretofore adopted certain protective covenants pertaining to the Property, denominated as follows:

Declaration of Restrictions for Pagosa Village Service Commercial & Pagosa Village Light Industrial, recorded in the offices of the Archuleta County, Colorado Clerk and Recorder on June 4, 1973 in Book 132 at Page 235, Reception No. 77874 (hereinafter "Original Declaration") and

Amended Declaration of Restrictions for Pagosa Village Service Commercial and for Village Center (a Partial Replat of Pagosa Village Light Industrial), recorded in the offices of the Archuleta County, Colorado Clerk and Recorder on July 23, 1979 in Book 166 at Page 435, Reception No. 95832 (hereinafter "Amended Declaration"); and

WHEREAS, the undersigned owners desire to repeal the terms, covenants, conditions and provisions contained within the above-described Original Declaration and within the above-described Amended Declaration, as the same pertain to the property within the Village Center Tract I, a partial replat of Pagosa Village Light Industrial, which is owned by the undersigned owners; and

WHEREAS, subparagraph A. under the heading of "Term" within the Amended Declaration provides:

- 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. These Restrictions may be amended by the vote of the then record owner of two-thirds (2/3) of such lots and thereafter by a majority of such owners, provided these changes are approved by the Committee whose consent shall not be unreasonably withheld.

WHEREAS, the Committee referenced within subparagraph A. as above-quoted is the Environmental Control Committee established under subparagraph D. of the Amended Declaration; and

WHEREAS, the undersigned owners have determined that the covenants, conditions and restrictions set forth within the Original Declaration and within the Amended Declaration are neither consistent nor compatible with the intended development their respective properties within Village Center Tract I and should, therefore, be repealed in their entirety as they pertain to said properties;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the undersigned parties do hereby declare and agree:

1. That the Declaration of Restrictions for Pagosa Village Service Commercial & Pagosa Village Light Industrial, recorded in the offices of the Archuleta County, Colorado Clerk and Recorder on June 4, 1973 in Book 132 at Page 235, (Reception No. 77874), and the Amended Declaration of Restrictions for Pagosa Village Service Commercial and for Village Center (a Partial Replat of Pagosa Village Light Industrial), recorded in the offices of the Archuleta County, Colorado Clerk and Recorder on July 23, 1979 in Book 166 at Page 435, (Reception No. 95832), should be and the same are hereby repealed, in their entirety, as the same pertain to the following described real property, situate, lying and being in Archuleta County, Colorado and legally described as follows, to-wit:

Village Center Tract I, a partial replat of Pagosa Village Light Commercial, according to the plat thereof filed in the offices of the Archuleta County, Colorado Clerk and Recorder on the 1st day of March, 1978 at Reception No. 90678;

LESS AND EXCEPT that certain tract of property conveyed to E&S Development Co., Ltd., by deed recorded in the offices of the Archuleta County, Colorado Clerk and Recorder on the 30th day of December, 1992 at Reception No. 191404, which parcel is described as a parcel of land lying and being within Village Center Tract I, Archuleta County, Colorado, according to the plat thereof filed for record March 1, 1978, as Reception No. 90678, said parcel being more particularly described as follows, to-wit:

Beginning at a point on the westerly boundary line of Village Drive, whence the East ¼ corner of Section 20, Township 35 North, Range 2 West, New Mexico Principal Meridian, Archuleta County, Colorado bears South 14°14'36" East a distance of 911.43 feet; thence South 83°46'18" West a distance of 73.33 feet; thence South 78°18' West a distance of 310.08 feet; thence North 11°42' West a distance of 370.00 feet; thence North 78°18' East a distance of 121.91 feet;

thence North 11°42' West a distance of 50.00 feet to the southerly boundary line of Village Drive; thence along said boundary line North 78°18' East a distance of 229.24 feet; thence along the arc of a curve to the right with a radius of 20.0 feet, a distance of 31.42 feet; thence along the west boundary line of Village Drive South 11°42' East a distance of 290.00 feet; thence along said west boundary line along the arc of a curve to the left with a radius of 580.0 feet a distance of 117.80 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned owners have executed this document this 11th day of April, 1996.

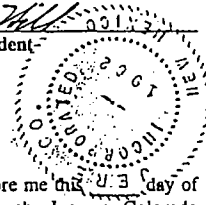
PAGOSA LAKES RANCH, INC., a
Colorado corporation


W. T. Grant, President



JERE CO., INC., a Colorado corporation


Jere A. Hill, President



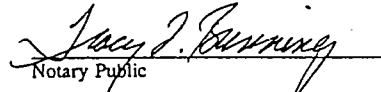
STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing instrument was executed and acknowledged before me this 11th day of April, 1996, by W. T. Grant, as President of Pagosa Lakes Ranch, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 10/9/98



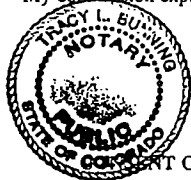

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing instrument was executed and acknowledged before me this 11 day of April, 1996, by Jere A. Hill, as President of Jere Co., Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 10/9/98



Tracy L. Bunnings
Notary Public

ENVIRONMENTAL CONTROL COMMITTEE

We, the undersigned, being all of the members of the Environmental Control Committee, referenced in subparagraph D. of the Amended Declaration of Restrictions for Pagosa Village Service Commercial and for Village Center (a Partial Replat of Pagosa Village Light Industrial), recorded in the offices of the Archuleta County, Colorado Clerk and Recorder on July 23, 1979 in Book 166 at Page 435, Reception No. 95832, do hereby consent to the foregoing Repeal of Declaration of Restrictions for Pagosa Village Service Commercial & Pagosa Village Light Industrial and of Amended Declaration of Restrictions for Pagosa Village Service Commercial and for Village Center this 11th day of April, 1996.

Steven L. Thull V.P. of Sales
Steven L. Thull, Vice-President of Sales
and General Manager
Fairfield Communities, Inc.

Ben J. Banks
Ben J. Banks

Jerome Gamba
Jerome Gamba

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing Consent of Environmental Control Committee was executed and acknowledged before me this 3 day of April, 1996, by Steven L. Thull, as Vice-President of Sales and General Manager of Fairfield Communities, Inc., by Ben J. Banks and by Jerome Gamba.

Witness my hand and official seal.

My commission expires; 1-14-98 .



Anne Perea
Notary Public

Rec # 1996002466
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4/12/96 2:00 PM

Archuleta County, CO
June Madrid, Recorder

Recorded JUL 23 1979 at 11:25 AM
Recept. No. 95832 Mary Ann Colton -- Recorder *ja*

AMENDED DECLARATION OF RESTRICTIONS
FOR PAGOSA VILLAGE SERVICE COMMERCIAL AND
FOR VILLAGE CENTER

(A PARTIAL REPLAT OF PAGOSA VILLAGE LIGHT INDUSTRIAL)

THIS AMENDED DECLARATION is made this 6th day of July, 1979 by EATON INTERNATIONAL CORPORATION, a Delaware corporation, herein referred to as "Eaton." This document is an amendment to the Declaration of Restrictions for Pagosa Village Service Commercial & Pagosa Village Light Industrial which are on record in the Office of the Clerk and Recorder of Archuleta County, Colorado, recorded June 4, 1973 in Book 132, Page 235, reception number 77874.

WHEREAS, Eaton is the owner of at least 2/3 of all the real property comprising Pagosa Village Service Commercial as replated, and Village Center, a partial replat of Pagosa Village Light Industrial;

The aforesaid Declaration of Restrictions is hereby amended as follows:

As to Pagosa Village Service Commercial, the Declaration of Restrictions recorded August 7, 1975 in Book 144, Page 417, reception number 83663 are hereby incorporated herein by reference, and are a full amendment to the said June 4, 1973 Restrictions recorded in Book 132, Page 235, reception number 77874.

As to Village Center, the Declaration of Restrictions recorded June 4, 1973 in Book 132, Page 235, reception number 77874 are amended in their entirety as follows:

WHEREAS, Eaton is the owner of all the real property comprising this Village Center subdivision of the PAGOSA DEVELOPMENT, and

WHEREAS, Eaton is about to develop, sell, lease, rent and/or convey said lots or sites in this subdivision and before doing so desires to subject them to and impose upon them 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 all of the lots in the Village Center subdivision of PAGOSA and any future owners of said lots or sites;

NOW, THEREFORE, Eaton hereby declares that all of said lots or sites are 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 Development, improvement and/or sale of said

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lots or sites and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness 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 of the parts subject to such Restrictions.

REGULATION OF IMPROVEMENTS

A. SETBACKS

1. 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. The Committee may allow variance under extreme circumstances.
2. The term "from lot line" defines a lot boundary line that is abutting the right-of-way of the street on which the lot abuts.
3. 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.
4. 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.
5. 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.
6. Setback from street property lines--twenty-five (25) feet from property lines on major and arterial street, and fifteen (15) feet on local streets.
7. Setback from interior side lot lines--all buildings shall be so designed and located so as to provide side yard width of a minimum of twenty percent (20%) of the width of the lot on one side of the building and no setback on the opposite side line, but in no event need this exceed thirty (30) feet at any time. In any event, there shall be a minimum of twenty (20) feet between buildings, except where a common wall is employed with a minimum side yard width being maintained on the opposite side from the common wall.

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B. BUILDING SITE COVERAGE

Maximum building coverage: fifty percent (50%).

NOTE: Paragraphs A and B above shall apply to both designated lots and defined building sites unless the Committee, as hereinafter defined, shall determine otherwise.

C. COMPLETION OF CONSTRUCTION

After commencement of construction of any structure, the owner shall diligently prosecute the work thereon to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

D. ENVIRONMENTAL CONTROL COMMITTEE

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

1. No building or other structure or additions to existing buildings or structures shall be erected on any lot or site in said sub-divisions, unless and until two (2) complete sets of plans for such building or structure have been submitted to the Committee, which such plans shall show the complete site plan, site improvements, fencing, walks, landscaping, signs, parking areas, driveways, location of the building or structure on the lot, the elevation(s), the architectural design, the construction and appearance of the building or structure including color and materials, and such plans shall have been approved in writing by the Committee. Permits granting approval shall be posted on the job site.
2. A filing fee of \$30 shall accompany the submission of such application and plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

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3. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. If no action is taken within 30 days, plans shall be assumed to have received approval. 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.
4. Neither the Committee nor any architect or agent thereof or of Eaton 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.
5. The Committee shall have the authority to establish regulations as to the height and size requirements for all types of buildings and structures allowing for consideration of linear common walls for continuity of construction and including fences, walls, copings, etc.

E. EXCAVATION

On lot construction no excavation shall be made except in connection with construction of an approved improvement and, upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be graded and leveled and restored as nearly as possible to its original appearance.

F. LANDSCAPING, WALLS AND SCREENING

Landscaping, walls and other screening devices are utilized to provide an attractive appearance along public streets and by screening from view those uses which may be unattractive to the public eye. Landscaping materials including ground cover, shrubs and trees further facilitate the control of erosion and the reduction of glare and dust as well as the visual softening of the building masses. Walls and screening devices allow for the separation of buildings and uses and for the buffering of intensive activities. Landscaping walls and screening devices together help to effectuate privacy, logical development and enhancement of property values. A layout of specific materials by name and description shall be submitted to the Committee for approval.

Landscaping may include trees, shrubs, ground cover vines, walkways, ponds, fountains, sculpture and other organic or inorganic materials used for creating an attractive appearance as long as all is blended with the surrounding landscape and architect. Species shall conform to native and/or those recommended for existing soil and elevation conditions.

G. LANDSCAPE MAINTENANCE

Landscaped areas shall be reasonably maintained by the owner or the lessee of the property as to the pruning, trimming, watering or other requirements to create an attractive appearance for the development.

Any plant material not surviving shall be replaced as soon as possible in the growing season.

Lack of maintenance shall constitute a violation of these restrictions and may be accomplished by the Association and charged to the appropriate owner or lessee.

H. SIGN REGULATIONS

1. Purpose, Definitions and General Regulations:

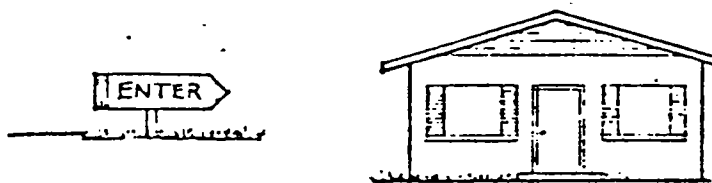
a. Purpose: The Sign Regulations Section is designed to provide standards for the installation of signs so as to promote the general welfare of the community. This is accomplished by encouraging the creation of an aesthetic appearance along street frontages through the use of attractive signing. The sign regulations as set forth are designed to be both logical and equitable for the various uses and identification needs. These sign standards and regulations help to effectuate an aesthetic and functional environment.

b. Definitions:

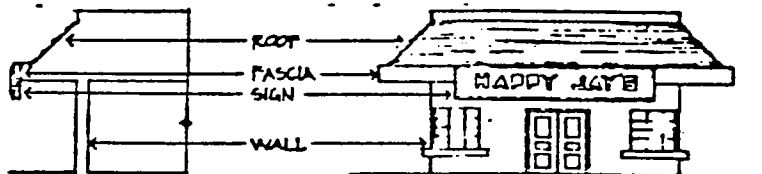
- (1) SIGN: Any device providing identification, advertising or directional information for a specific business, service, product, person, organization, place or building. Included in this definition as signs are graphic devices such as logos, attention-attracting media such as banners or logo sculpture, and obtrusive, colored fascie or architectural elements.
- (2) ADVERTISING SIGN: A sign which includes any copy and/or graphics relating to any service, product, person, business, place, activity or organization in addition to simple identification, excluding directional information.

- (3) **DIRECTIONAL SIGN:** A sign that does not contain either identification or advertising copy, but includes pertinent information, including assisting in the flow of traffic.

DIRECTIONAL SIGNS



- (4) **FASCIA SIGN:** A sign which is permanently affixed to the horizontal piece covering the joint between the top of a wall and the projecting eaves of the roof.



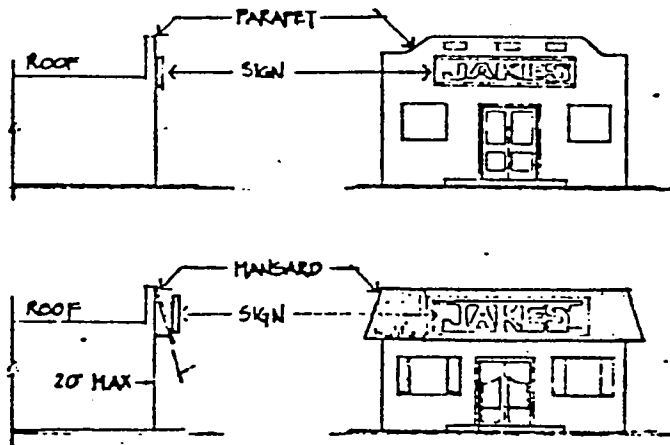
- (5) **FREE-STANDING SIGN:** An identification sign which is erected on or mounted upon its own self-supporting permanent structure, detached from the supporting elements of the main building which it identifies.
- (6) **IDENTIFICATION SIGN:** A sign that includes, as copy, only the name of the business, place, organization, building or person it identifies.

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- (7) **ILLUMINATED SIGN:** A sign whose surface is lighted internally or externally and which identifies, advertises, or attracts attention to a use or activity on the premises.
- (8) **MANSARD & PARAPET SIGNS:** A sign permanently affixed to a wall or surface designed to protect the edge of a roof, constructed no more than 20° from vertical.

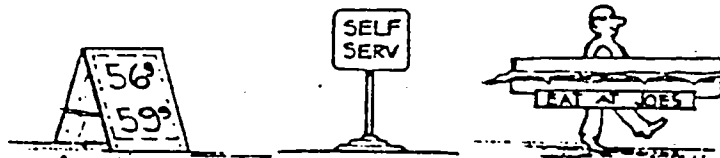
MANSARD & PARAPET SIGNS



- (9) **MENU BOARD:** A permanently mounted sign displaying the bill of fare of a drive-in or drive-thru restaurant.
- (10) **PRICE SIGN:** A permanently mounted sign displaying the retailing cost of a gallon of gasoline on the premises of a service station.

- (11) SANDWICH SIGN: Any sign which is not permanently affixed to any structure on the site or permanently ground-mounts any portable sign.

SANDWICH SIGNS



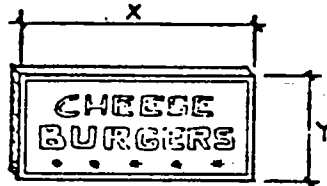
- (12) WALL-MOUNTED SIGN: An identification or advertising sign which is fastened to any vertical portion of the main building which it identifies or advertises.

c. General Regulations:

- (1) Sign areas shall be measured as follows:

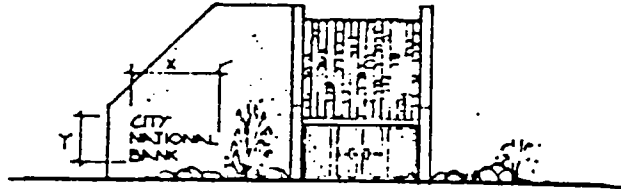
- (a) sign copy mounted or painted on a background panel or area distinctively painted, textured or constructed as a background for the sign copy:

Sign area is measured as that area contained within the outside dimensions of the background panel or surface.



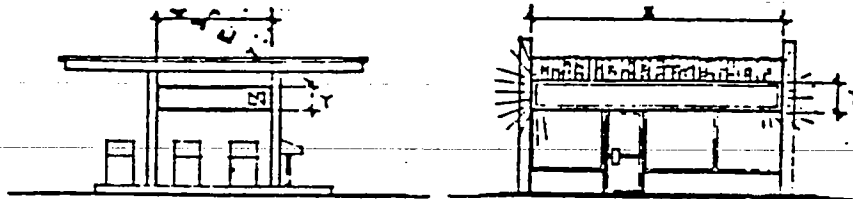
- (b) Sign copy mounted, as individual letters and/or graphics against a wall or fascia of a building or other structure that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy:

Sign area is measured as the area enclosed by the smallest single rectangle that will enclose all sign copy.



- (c) Sign copy mounted or painted on an illuminated sign or illuminated architectural element of a building:

The entire illuminated surface or illuminated architectural element which contains sign copy, will be counted as sign area.

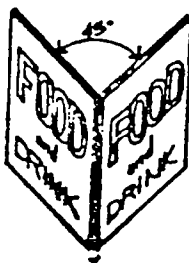


- (d) Number of sign faces:

One--Area of the single face only

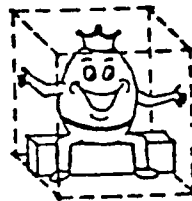
Two--If the interior angle between the two sign faces is 45° or less, the area will be the area of one face

only; if the angle between the two sign faces is greater than 45° , the sign area will be the sum of the areas of the two faces.



Three or more--The sign area will be the sum of the areas of the three or more faces.

Spherical, free-form, sculptural, other non-planar signs--
Sign area will be sum of the areas of the four vertical sides of the smallest polyhedron that will encompass the sign structure.

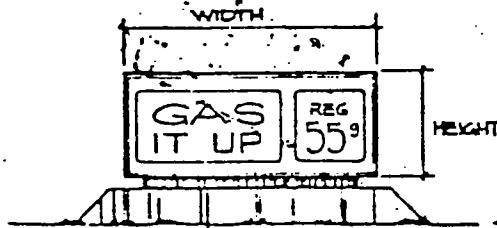


- (e) Sign area will include the areas of all permitted signs, except non-residential district directional signs assisting in the flow of traffic, street addresses, or signs necessary for safety (e.g., stop engine, no smoking) that do not exceed two square feet in area.
- (f) For a sign having more than one component --e.g., a service station identification/price sign combination on a monument base--mounted on the same surface; the

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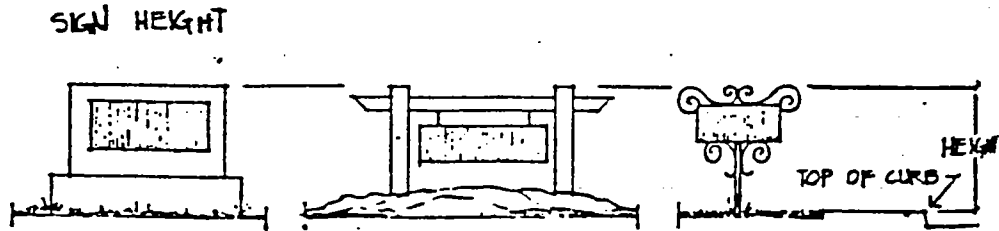
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sign area will be the area of the smallest rectangle that will encompass the several components of the sign.

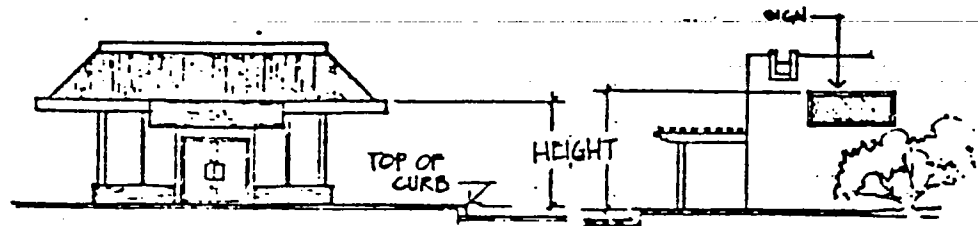


(2) Sign heights shall be measured as follows:

- (a) Free-standing sign: Height shall be the distance from the top of the sign structure to the top of curb or crown of roadway where no curb exists. The height of any monument base or other structure erected to support or ornament the sign shall be measured as part of the sign height.

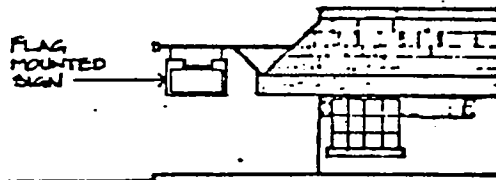


- (b) Wall or Fascia Mounted Signs: Height shall be the distance from the top of the sign structure to the top of curb or crown of road where no curb exists.



(3) Signs not specifically authorized are prohibited, including but not limited to the following:

- (a) Political signs in public right-of-way or public property.
- (b) Signs announcing the proposed development of property prior to issuance of a building permit or after issuance of certificate of occupancy.
- (c) Sandwich signs.
- (d) Signs mounted, attached or painted on trailers, boats or motor vehicles when used as additional advertising signs on or near the premises.
- (e) Awning signs.
- (f) Roof-mounted signs, or signs that project above the highest point of the roof line, parapet, or fascia of the building.
- (g) Any sign emitting sound.
- (h) Any sign with intermittent or flashing illumination, animated or moving signs.
- (i) Flag-mounted signs, or signs that project from the roof or wall of a building perpendicular to a wall surface.



(4) Whenever the name of a business changes, the signs on the premises shall be modified to bring them into conformance with these regulations, even though the intended change is a change of sign copy only. This regulation shall not apply to directory signs designed with interchangeable letters.

(5) Civic organizations such as the Kiwanis, Rotary, Jaycees, etc., may be identified on group display structures in accordance with the following standards:

- (a) Such structures shall be on arterial streets and in commercial or industrial districts.

- (b) Structures shall not be over six (6) feet in height or an area in excess of 60 square feet.
 - (c) The signs shall not be illuminated.
 - (d) Each civic organization shall be limited to a maximum area of two (2) square feet.
 - (e) Churches shall not be included in the above.
 - (f) Exact location and design of the sign structure shall require approval of the Committee.
- (6) Price signs, for service stations only, in accordance with the following:
- (a) Maximum area shall not exceed 12 square feet each and shall be counted in the total aggregate sign area of the premises as permitted above.
 - (b) Maximum height shall not exceed five (5) feet.
 - (c) One (1) free-standing price sign per each street frontage on which the service station has frontage.
 - (d) A landscaped area shall be provided, on site at the street frontage, at the base of the free-standing sign, with said landscaped area of four (4) square feet for each square foot of sign area.
 - (e) The maximum sign area for free-standing signs per street frontage shall not exceed twenty-four (24) square feet including all identification and price signs.
- (7) Menu boards, for drive-in or drive-thru restaurants, in accordance with the following:
- (a) One (1) free-standing or wall mounted menu board per business and shall be located not less than forty-five (45) feet from the street property line.
 - (b) Maximum area shall not exceed twelve (12) square feet and shall be counted in the total aggregate sign area of the premises.
 - (c) Maximum sign height shall not exceed five (5) feet for free-standing menu signs.
 - (d) A landscaped area shall be provided, at the base of the free-standing sign with said landscaped area of four (4) square feet for each square foot of sign area.

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(8) Business signs shall be in accordance with the following regulations:

- (a) The total aggregate area of one (1) face of all signs on the premises pertaining to any one business shall not exceed forty (40) square feet. However, if the portion of the building adjacent to the lot's street-property line measures more than 40', then the total aggregate area of one face of all such signs on the premises may be increased in area at the rate of one (1) square foot of sign area for each foot of building frontage in excess of 40 lineal feet; but the total aggregate area of one face of all such signs on the premises shall not exceed 80 square feet for each business. For corner buildings, only the main entrance frontage shall be so measured.
- (b) One (1) free-standing identification sign per street frontage of the entire site is permitted in accordance with the following:
- 1) Such signs shall identify the center only, and shall not be counted in the total aggregate sign area for individual business identification.
 - 2) Maximum height of eight (8) feet and a maximum area of 24 square feet per sign.
 - 3) A free-standing sign permit identifying an individual business rather than the center may be obtained only by approval of the Committee with the Final Plan of Development. Such sign shall be limited to 24 square feet and shall be counted as a portion of the total aggregate sign area allowed for the business.
 - 4) A landscaped area shall be provided, on site at the street frontage at the base of the free-standing sign, with said landscaped area of four (4) square feet for each square foot of sign area.

(9) Multi-Tenant Directory Sign--one (1) directory sign listing only the names of the on-site firms or businesses will be allowed per site. Said sign shall be located in the parking area or on any access drive to the parking area.

(10) Sign Approval--all signs, including any additional signs not previously discussed, shall require the approval of the Committee before they may be posted. Modification of previously approved signs must be approved as indicated.

I. PARKING

For dining and recreation establishments not utilizing common parking areas, one car space shall be provided for each 100 square feet of gross floor area. For other commercial and retailing operations in the Village Center one car space for each 300 square feet of gross floor area shall be provided. The parking spaces designated for one type business or commercial store may be utilized by another provided one store is only open at the same time or one recreation facility open in the evening may use the parking spaces designated to a daytime operating facility.

J. STORAGE AND LOADING AREAS FOR LOTS

1. All buildings shall be designed with the loading docks at the side or rear thereof, if at all possible.
2. Loading areas shall not encroach into setback areas.
3. Loading docks shall be set back and screened to minimize the unsightly effect from the street.

K. TRANSPORTATION OF MATERIALS

No materials shall be transported to, from or within the service commercial area in such a way as to create a nuisance or hazard to the other businesses. Permission must be granted by the Committee before dangerous or loose materials may be transported.

L. NUISANCES

No portion of the property shall be used:

1. For the storage of salvage, junk or second-hand material as a principal or primary business;
2. For the manufacture, storage, distribution or sale of explosives as a principal or primary use;

3. For the purpose of conducting any circus;

and no building or operation shall be conducted on said lots or any part of any of said lots which shall give off, discharge or emit any obnoxious noises, fumes, odors, glare, vibrations or otherwise be offensive to or injure the public health or safety which extends beyond the property line of site. Nuisances, if not removed within ten (10) days of notification, shall be removed by the Committee and costs charged to owner-lessee.

REMEDIES

- A. Any party to whose benefit these Restrictions inure including Eaton, 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 Eaton 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 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.

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. These Restrictions may be amended by the vote of the then record owner of two-thirds (2/3) of such lots and thereafter by a majority of such owners, provided these changes are approved by the Committee whose consent will not be unreasonably withheld.
- B. Eaton 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 Eaton will not prevent access to or installation of utilities to lots in any other subdivision of the Development.

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 Eaton 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 Eaton and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Eaton 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 Eaton, 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.

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. Failure to enforce any one or more Restrictions placed upon the property by the Committee shall not invalidate any other single or combination of Restrictions.

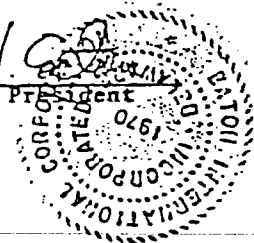
IN WITNESS WHEREOF, Eaton has executed this Declaration on the day and year first written above.

EATON INTERNATIONAL CORPORATION
a Delaware corporation

ATTEST:

By: David H. Eaton
Executive Vice President

Fred B. Thullen
Vice President, Administration
STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)



This instrument was acknowledged before me this 6th day of July, 1979 by David H. Eaton and Fred B. Thullen as Executive Vice President and Vice President, Administration respectively of Eaton International Corporation, a Delaware corporation.

Robert J. ...
Notary Public

My Commission Expires Feb. 6, 1983



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A REPLAT OF VILLAGE SERVICE COMMERCIAL AREA
PAGOSA, COLORADO

THIS DECLARATION is made this ²⁰ day of June 1975 by EATON INTERNATIONAL CORPORATION, a Delaware corporation, herein referred to as "Eaton".

WHEREAS, Eaton is the owner of all the real property comprising this Service Commercial subdivision of the PAGOSA DEVELOPMENT; and

WHEREAS, Eaton is about to sell and convey said lots in this subdivision and before doing so desires to subject them to and impose upon them 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 all of the lots in the Village Service Commercial subdivision of PAGOSA and the future owners of said lots;

NOW, THEREFORE, Eaton hereby declares that all of said lots are 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 Development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness 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 subject to such Restrictions.

REGULATION OF IMPROVEMENTS

A. SETBACKS

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. Setback from street property lines -- twenty-five (25) feet from property lines on major and arterial street, and fifteen (15) feet on local streets.
7. Setback from interior side lot lines -- all buildings shall be so designed and located so as to provide side yard width of a minimum of twenty percent (20%) of the width of the lot on one side of the building and no setback on the opposite side line; but in no event need this exceed thirty (30) feet at any time. In any event, there shall be a minimum of twenty (20) feet between buildings, except where a common wall is employed with a minimum side yard width being maintained on the opposite side from the common wall.

B. BUILDING SITE COVERAGE

Maximum building coverage: fifty percent (50%).

C. COMPLETION OF CONSTRUCTION

After commencement of construction of any structure, the owner shall diligently prosecute the work thereon to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

D. ENVIRONMENTAL CONTROL COMMITTEE

The Environmental Control Committee shall be composed of three (3) members to be appointed by Eaton. Committee members shall be subject to removal by Eaton and any vacancies from time to time existing shall be filled by appointment of Eaton or, in the event of Eaton'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 Eaton may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to Eaton. Such transfer of power must be evidenced in writing.

1. No building or other structure or additions to existing buildings or structures shall be erected on any lot in said subdivisions, unless and until two (2) complete sets of plans for such building or structure have been submitted to the Environmental Control Committee, which such plans shall show the complete site plan, site improvements, fencing, walks, landscaping, signs, parking areas, driveways, location of the building or structure on the lot, the elevation, the architectural design, the construction and appearance of the building or structure, and such plans shall have been approved in writing by the Environmental Control Committee. Permit is to be posted on job site.
2. A filing fee of \$30 shall accompany the submission of such application and plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.
3. 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.
4. Neither the Committee nor any architect or agent thereof or of Eaton 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.
5. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of out-buildings and structures including fences, walls, copings, etc.

E. EXCAVATION

No excavation shall be made except in connection with construction of an approved improvement and, upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be graded and leveled and restored as nearly as possible to its original appearance.

F. LANDSCAPING

A minimum of ten (10) feet of landscape barrier shall be provided along major arterial streets, as well as between the Service Commercial area and other land uses. Walks can occupy the balance of the area between the minimum ten (10) feet of landscape barrier and twenty-five (25) feet minimum setback. In any event, the total setback area shall be maintained in a sightly and well-kept condition by the owner of the site.

G. SIGNS

1. Identification Sign - only one (1) single-faced or double-faced freestanding sign shall be permitted per street frontage per site, Signs shall be of uniform design and color with no sign exceeding twenty-four (24) square feet in area per face. This sign shall identify either the major tenant or the name of the building complex. Ground signs shall not exceed ten (10) feet above grade in vertical height. In addition, one (1) wall sign is permitted. Wall signs shall not comprise more than five percent (5%) of the area of the elevation upon which the sign is located. Said wall signs shall be fixture signs; signs painted directly on the surface of the wall shall not be permitted.
2. Multi-Tenant Directory Sign -- one (1) directory sign listing only the names of the on-site firms or businesses will be allowed per site. Said sign shall be located in the parking area or on any access drive to the parking area.
3. Sign approval -- all signs, including any additional signs not previously discussed, shall require the approval of the Environmental Control Committee before they may be posted. Modification of previously approved signs must be approved as indicated under D.1.

H. PARKING

One (1) car space shall be provided for each 1,500 square feet of plant or warehouse area and one (1) car space for each 300 square feet of office area, or one (1) car space per 1.5 employees, whichever is greater. In addition, there shall be a minimum of two (2) guest car spaces. No parking in front of building, unless it is set back from property line a minimum of 75 feet.

I. SCREENING

All exterior storage areas, service yards, refuse collection areas, loading docks and ramps, electrical cage enclosures and storage tanks are to be sufficiently screened from view from access streets, arterials and adjacent properties by a fence, wall or landscape material. The requirements of the provision may be extended to any facility or activity which in the opinion of the Environmental Control Committee warrants it.

J. STORAGE AND LOADING AREAS

1. All buildings shall be designed with the loading docks at the side or rear thereof.
2. Loading areas shall not encroach into setback areas.

3. Loading docks shall be set back and screened to minimize the unsightly effect from the street.

K. SIDEWALKS

There are to be no sidewalks. If it is desired to have a pedestrian circulation system from the guest or employee parking areas to the main entrance, the walkway system is to be provided by the owner of the site and shown on the site plan at time of approval.

L. TRANSPORTATION OF MATERIALS

No materials shall be transported to, from or within the service commercial area in such a way as to create a nuisance or hazard to the other businesses. Permission must be granted by the Environmental Control Committee before dangerous or loose materials may be transported.

M. NUISANCES

No portion of the property shall be used:

1. For the storage of salvage, junk or second-hand material as a principal or primary business;
2. For the manufacture, warehousing, storage or sale at wholesale of any alcoholic beverage as a principal or primary business;
3. For the manufacture, storage, distribution or sale of explosives as a principal or primary use;
4. For the purpose of conducting any circus or carnival;

and no building or operation shall be conducted on said lots or any part of any of said lots which shall give off, discharge or emit any obnoxious noises, fumes, odors, glare, vibrations or otherwise be offensive to or injure the public health, which extends beyond the property line of site.

N. PERMITTED OPERATIONS AND USES - SERVICE COMMERCIAL

Permitted uses to include but not limited to the following list of examples:

1. Woodworking shops.
2. General contractor and other construction, industrial contractors.

3. Lumberyards.
4. Automotive parts and repair shops.
5. Heating and ventilation equipment.
6. Refrigeration equipment and repair.
7. Plumbing and conduit equipment.
8. Food processing and storage.
9. Ceramic products.
10. Concrete products.
11. Hardware and building supply stores.
12. Building maintenance.
13. Medical and dental supply.
14. Window and glass suppliers.
15. Warehousing of commercial appliances.
16. Blueprinting, photostating, photo engraving, printing and publishing uses.

O. PERMITTED OPERATIONS AND USES FOR LIGHT INDUSTRY

Those clean forms of light industry approved by the Environmental Control Committee.

REMEDIES

- A. Any party to whose benefit these Restrictions inure including Eaton, 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 Eaton 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 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.

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. 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, provided these changes are approved by the Environmental Control Committee whose consent will not be unreasonably withheld.
- B. Eaton 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 Eaton will not prevent access to or installation of utilities to lots in any other subdivision of the Development.

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 Eaton 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 Eaton and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Eaton 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 Eaton, 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.

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. Failure to enforce any one or more Restrictions places upon the property by the Environmental Control Committee shall not invalidate any other single or combination of Restrictions.

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

EATON INTERNATIONAL CORPORATION
a Delaware corporation

By: Ralph H. Eaton

ATTEST:

David H. Eaton

STATE OF COLORADO)
) . ss.
COUNTY OF ARCHULETA)

This instrument was acknowledged before me this 20 day of JUNE, 1975 by Ralph H. Eaton and David H. Eaton as President and Vice-President respectively of Eaton International Corporation, a Delaware corporation.

Grace D. Guley
Notary Public



My commission expires 1-28-1979

Declaration of Restrictions

Fully Amended By

Reference:

Village Service Commercial

Declaration of Restrictions

Made 7/6/73 and

Recorded 7/23/73 in

Book 166, Pages 435-451

Recorded June 4, 1973 3:20 PM
Reopt. No. 17874 Felima Gardner SR Recorder

DECLARATION OF RESTRICTIONS
VILLAGE SERVICE COMMERCIAL AND
VILLAGE LIGHT INDUSTRIAL AREAS
PAGOSA, COLORADO

THIS DECLARATION is made this 4th day of MARCH 1973 by EATON INTERNATIONAL CORPORATION, a Delaware corporation, herein referred to as "Eaton".

WHEREAS, Eaton is the owner of all the real property comprising those Service Commercial and Light Industrial subdivisions of the PAGOSA DEVELOPMENT; and

WHEREAS, Eaton is about to sell and convey said lots in these subdivisions and before doing so desires to subject them to and impose upon them 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 all of the lots in the Village Service Commercial and Village Light Industrial subdivisions of PAGOSA and the future owners of said lots;

NOW, THEREFORE, Eaton hereby declares that all of said lots are 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 Development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness 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 subject to such Restrictions.

REGULATION OF IMPROVEMENTS

A. Setbacks

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. Setback from street property lines -- twenty-five (25) feet from property lines on major and arterial streets, and fifteen (15) feet on local streets.
7. Setback from interior side lot lines -- all buildings shall be so designed and located so as to provide side yard width of a minimum of twenty percent (20%) of the width of the lot on one side of the building and no setback on the opposite side line, but in no event need this exceed thirty (30) feet at any time. In any event, there shall be a minimum of twenty (20) feet between buildings, except where a common wall is employed with a minimum side yard width being maintained on the opposite side from the common wall.

B. Building Site Coverage

Maximum building coverage: fifty percent (50%).

C. Completion of Construction

After commencement of construction of any structure, the owner shall diligently prosecute the work thereon to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

D. Environmental Control Committee

The Environmental Control Committee shall be composed of three (3) members to be appointed by Eaton. Committee members shall be subject to removal by Eaton and any vacancies from time to time existing shall be filled by appointment of Eaton or, in the event of Eaton'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 Eaton may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to Eaton. Such transfer of power must be evidenced in writing.

1. No building or other structure or additions to existing buildings or structures shall be erected on any lot in said subdivisions, unless and until two (2) complete sets of plans for such building or structure have been submitted to the Environmental Control Committee, which such plans shall show the complete site plan, site improvements, fencing, walks, landscaping, signs, parking areas, driveways, location of the building or structure on the lot, the elevation, the architectural design, the construction and appearance of the building or structure, and such plans shall have been approved in writing by the Environmental Control Committee. Permit is to be posted on job site.
2. A filing fee of \$30 shall accompany the submission of such application and plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.
3. 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.
4. Neither the Committee nor any architect or agent thereof or of Eaton 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.
5. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of out-buildings and structures including fences, walls, copings, etc.

E. Excavation

No excavation shall be made except in connection with construction of an approved improvement and, upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be graded and leveled and restored as nearly as possible to its original appearance.

F. Landscaping

A minimum of ten (10) feet of landscape barrier shall be provided along major arterial streets, as well as between the Service Commercial area and other land uses. Walks can occupy the balance of the area between the minimum ten (10) feet of landscape barrier and twenty-five (25) feet minimum setback. In any event, the total setback area shall be maintained in a sightly and well-kept condition by the owner of the site.

G. Signs

1. Identification Sign -- only one (1) single-faced or double-faced freestanding sign shall be permitted per street frontage per site. Signs shall be of uniform design and color with no sign exceeding twenty-four (24) square feet in area per face. This sign shall identify either the major tenant or the name of the building complex. Ground signs shall not exceed ten (10) feet above grade in vertical height. In addition, one (1) wall sign is permitted. Wall signs shall not comprise more than five percent (5%) of the area of the elevation upon which the sign is located. Said wall signs shall be fixture signs; signs painted directly on the surface of the wall shall not be permitted.
2. Multi-Tenant Directory Sign -- one (1) directory sign listing only the names of the on-site firms or businesses will be allowed per site. Said sign shall be located in the parking area or on any access drive to the parking area.
3. Sign Approval -- all signs, including any additional signs not previously discussed, shall require the approval of the Environmental Control Committee before they may be posted. Modification of previously approved signs must be approved as indicated under D.1.

H. Parking

One (1) car space shall be provided for each 1,500 square feet of plant or warehouse area and one (1) car space for each 300 square feet of office area, or one (1) car space per 1.5 employees, whichever is greater. In addition, there shall be a minimum of two (2) guest car spaces. No parking in front of building, unless it is set back from property line a minimum of 75 feet.

I. Screening

All exterior storage areas, service yards, refuse collection areas, loading docks and ramps, electrical cage enclosures and storage tanks are to be sufficiently screened from view from access streets, arterials and adjacent properties by a fence, wall or landscape material. The requirements of the provision may be extended to any facility or activity which in the opinion of the Environment Control Committee warrants it.

J. Storage and Loading Areas

1. All buildings shall be designed with the loading docks at the side or rear thereof.

2. Loading areas shall not encroach into setback areas.
3. Loading docks shall be set back and screened to minimize the unsightly effect from the street.

K. Sidewalks

There are to be no sidewalks. If it is desired to have a pedestrian circulation system from the guest or employee parking areas to the main entrance, the walkway system is to be provided by the owner of the site and shown on the site plan at time of approval.

L. Transportation of Materials

No materials shall be transported to, from or within the service commercial area in such a way as to create a nuisance or hazard to the other businesses. Permission must be granted by the Environmental Control Committee before dangerous or loose materials may be transported.

M. Nuisances

No portion of the property shall be used:

1. For the storage of salvage, junk or second-hand material as a principal or primary business;
2. For the manufacture, warehousing, storage or sale at wholesale of any alcoholic beverage as a principal or primary business;
3. For the manufacture, storage, distribution or sale of explosives as a principal or primary use;
4. For the purpose of conducting any circus or carnival;

and no building or operation shall be conducted on said lots or any part of any of said lots which shall give off, discharge or emit any obnoxious noises, fumes, odors, glare, vibrations or otherwise be offensive to or injure the public health, which extends beyond the property line of site.

N. Permitted Operations and Uses - Service Commercial

Permitted uses to include but not limited to the following list of examples:

1. Woodworking shops.

2. General contractor and other construction, industrial contractors.
3. Lumberyards.
4. Automotive parts and repair shops.
5. Heating and ventilation equipment.
6. Refrigeration equipment and repair.
7. Plumbing and conduit equipment.
8. Food processing and storage.
9. Ceramic products.
10. Concrete products.
11. Hardware and building supply stores.
12. Building maintenance.
13. Medical and dental supply.
14. Window and glass suppliers.
15. Warehousing of commercial appliances.
16. Blueprinting, photostating, photo engraving, printing and publishing uses.

0. Permitted Operations and Uses - Light Industrial

Those clean forms of light industry approved by the Environmental Control Committee.

REMEDIES

- A. Any party to whose benefit these Restrictions inure including Eaton, 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 Eaton 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.

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- B. No delay or failure on the part of an aggrieved party to invoke an available remedy 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.

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. 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, provided these changes are approved by the Environmental Control Committee whose consent will not be unreasonably withheld.
- B. Eaton reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any lot within the subdivisions 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 Eaton will not prevent access to or installation of utilities to lots in any other subdivisions of the Development.

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 Eaton 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 Eaton and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Eaton 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 Eaton, 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.

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. Failure to enforce any one or more Restrictions placed upon the property by the Environmental Control Committee shall not invalidate any other single or combination of Restrictions.

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

EATON INTERNATIONAL CORPORATION,
a Delaware corporation

By: Ralph H. Eaton

ATTEST:

David H. Eaton

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledge before me this 7th day of March 1973 by Ralph H. Eaton and David H. Eaton as Secretary and President respectively of EATON INTERNATIONAL CORPORATION, a Delaware corporation.

Sharon Eidoness
Notary Public

My commission expires 9/25/76

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