

STATE OF COLORADO
ARCHULETA COUNTY

75988

11:17 A.M.

June 20 72

128 358.359

by Jane Salamanti

Dep. Recorder

PROTECTIVE COVENANTS

OF

PAGOSA HILLS SUBDIVISION

Pagosa Development, a Partnership composed of William H. Seifelstad, Jr. and W. H. Diesteikamp, being the owner of all the land contained in the subdivision known as Pagosa Hills Subdivision, the lands of which lie in Archuleta County, Colorado, and are described as follows:

A tract of land in the W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 11 and the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 14, all in Twp. 35N., R. 2 W., N.M.P.M., described as follows: Beginning at a point on the West right-of-way line of the County Road, whence the NW corner of said Sec. 11 bears S. 35° 25' 30"W. 4684.10 feet; thence running from said point of beginning S. 51° 21'W. 242.94 feet; thence S. 61°16'W. 78.83 feet; thence S. 31°41'E. 229.70 feet; thence S. 06°46'W. 131.23 feet; thence N. 83° 14' W. 178.05 feet; thence S. 08° 05' W. 690.38 feet; S. 30°19'W. 126.33 feet; thence S. 35°22'W. 156.02 feet; thence S. 13°44'W. 220.89 feet; thence N. 38°25'W. 126.64 feet; thence N. 67° 47'W. 189.45 feet; thence N. 23°25'W. 133.56 feet; thence N. 11°26'W. 271.61 feet; thence N. 32°53'E. 268.00 feet; thence N. 27°53'E. 371.86 feet; thence N. 88°42'E. 59.39 feet; thence N. 19°07'W. 100.00 feet; thence N. 70°53' E. 100.00 feet; thence N. 19°07'W. 117.05 feet; thence N. 66°23'E. 276.33 feet; thence N. 61°16' E. 132.94 feet; thence N. 51°21'E. 237.73 feet to the West right-of-way line of the County Road; thence S. 38°39'E. 60.00 feet to the point of beginning, containing 13.7885 acres, more or less.

Hereby encumber all of the lots in said subdivision, as shown on the official plat thereof which was filed on October 15, 1970, under Reception Number 73662, in the Office of the County Clerk and Recorder of Archuleta County, Colorado, which covenants shall run with the land and restrict its use by all future owners:

1. Any trailer shall be a minimum of 320 square feet in size. All lots shall be used for residential purposes only. No separate buildings shall be erected or placed on any lot, except that every owner shall be permitted to erect built-on additions to a house trailer unit so as to expand the size, living area and facilities of the house trailer. Only one house trailer or dwelling shall be permitted on any one lot.
2. No lot in the subdivision may be further subdivided.
3. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance of utility lines, including electric power, gas, telephone and TV cables, and water and sewer lines,

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128

358

4. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the owner of any other lot.

5. Dogs and cats may be kept on the premises as household pets. No other animals, livestock or poultry may be kept any place within the subdivision.

6. All trash, garbage and other debris shall be promptly hauled away from the subdivision.

4.1.17. No individual sewage disposal systems shall be permitted.

8. No tree whose base is over 3" in diameter shall be cut except with the permission of Pagosa Development.

9. At any time after three or more lots have been sold in the subdivision, all of the owners of the lots which have been sold in the subdivision may form a committee of such size and representation as may be agreed upon by the majority of such owners. When formed, this committee shall undertake the obligation imposed on Pagosa Development by Paragraph 8 of these covenants and this committee may undertake on behalf of all lot owners the enforcement of these covenants.

10. These covenants shall run with all of the above described lands and shall be binding on all present and future lot owners, and their successors and assigns, for a period up to and including August 31, 1981. At any time after June 1, 1973, these covenants may be rescinded, changed or added to by the recording in the office of the County Clerk and Recorder of Archuleta County, Colorado, of an instrument in writing making such rescission, change or addition, which instrument shall be signed under oath by the owners of a majority of the lots in this subdivision. No change, however, shall be effective which prohibits or limits a then existent use of any lot, unless the owner of such lot shall have agreed unanimously to such change.

Executed this 30th day of June, 1972.

Pagosa Development

By W. H. A. Smith
General Partner

STATE OF COLORADO)
) ss.
COUNTY OF ARCHULETA)

The foregoing Protective Covenants were acknowledged before me this 20th day of June, 1972, by W. H. Blumenthal, a General Partner of, and for, Pagosa Development.

Notary Public

My Commission Expires:

76988 BOOK/28 PAGE 359

JUL 20 1981
Recorded _____ At 11:08 AM
Recpt. No. 105490 Mary Ann Callan - Recorder
m

PROTECTIVE COVENANTS OF
PAGOSA HILLS SUBDIVISION

THE UNDERSIGNED, being the owners of more than two-thirds of the lots in Pagosa Hills Subdivision, Archuleta County, Colorado, hereby amend the protective covenants of Pagosa Hills Subdivision recorded June 20, 1972 in Book 128 at Page 358, as follows:

1. The original protective covenants are hereby revoked.
2. Any trailer on any lot shall have a minimum of six hundred square feet. All lots shall be used for residential purposes only. No separate building shall be erected or placed on any lot, except that an owner may have a storage building or shed if approved by the architectural control committee.
3. No lot in the subdivision may be further subdivided.
4. No mobile home may be placed on any lot in the subdivision if it is more than four years old except with permission of the architectural control committee.
5. All butane or propane tanks must be enclosed.
6. All trailers must be skirted within thirty days of the time they are moved on to a lot.
7. No camping trailers may be used as residences on any lot at any time.
8. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance of utility lines, including electric power, gas, telephone and television cables, and water and sewer lines, together with the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.
9. Dogs and cats may be kept on the premises as household pets. No other animals, livestock or poultry may be kept any place within the subdivision.
10. All trash, garbage and other debris shall be promptly hauled away from the subdivision.

Hamilton, Hamilton, Shand & Hamilton, P.C.,
Post Office Drawer 1
Durango, Colorado 81301

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BOOK 18, PAGE 387

11. No individual sewage disposal systems shall be permitted.

12. No tree whose base is over three inches in diameter shall be cut except with the permission of the architectural control committee.

13. The architectural control committee shall be created by majority vote of owners of lots in the subdivision. Until at least fifty percent of the lots have been sold, Pagosa Development shall constitute the architectural control committee.

14. If an owner fails to comply with these covenants, then either declarant, or the architectural control committee, may do any of the following:

(a) Perform the work and charge the full cost to the defaulting owner. The charges for this and any other sums due shall be a lien against the property which may be foreclosed in the manner that mechanic's liens are foreclosed in Colorado.

(b) Bring an action against the lot owner for any damages caused, or for specific performance.

(c) Deny services to the lot owner.

In the event of any default, the declarant or the association shall be entitled to all costs of enforcement including attorney's fees.

15. These covenants shall run with the above described lands until amended or revoked by instrument in writing signed by the owners of at least sixty percent of the lots in Pagosa Hills Subdivision.

EXECUTED this 10 day of March, 1981.

PAGOSA DEVELOPMENT, a Partnership

By William H. Schubert Jr.
General Partner

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 17th
day of July, 1981, by William H. Schubert Jr. as General

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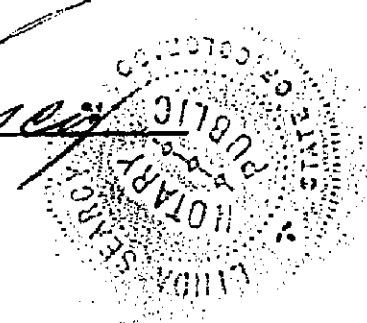
BOOK 111 PAGE 390

105490

Partner of, and for, PAGOSA DEVELOPMENT, a Partnership.

My commission expires: 11-3-84

Linda Sease
NOTARY PUBLIC



BOOK 181 PAGE 391

AMENDED PROTECTIVE COVENANTS

OF

PAGOSA HILLS SUBDIVISION NO. TWO

Pagosa Development, a Partnership composed of William H. Seielstad, James L. Cloman, and W. H. Diestelkamp, being the owner of all the land contained in the subdivision known as Pagosa Hills Subdivision No. Two, the lands of which lie in Archuleta County, Colorado, and are described as follows:

A tract of land in Sections 10, 11, 14 and 15, Township 35 North, Range 2 West, N.M.P.M., described as follows:

Beginning at a point whence the Section Corner common to said Sections 10, 11, 14 and 15 bears N41°43'E a distance of 1889.84 feet;
thence N 00° 27'W a distance of 1410.37 feet;
thence N 01° 33'W a distance of 1003.76 feet;
thence N 60° 52'E a distance of 293.24 feet;
thence along a curve to the left with a radius of 70.00 feet, arc length of 65.38 feet and whose long chord bears S55°54'E a distance of 63.03 feet;
thence S 82° 39'E a distance of 522.70 feet;
thence S 77° 00'E a distance of 557.47 feet;
thence along a curve to the right with a radius of 50.00 feet, arc length of 50.85 feet and whose long chord bears N79°00'E a distance of 48.68 feet;
thence N 18° 08'E a distance of 344.20 feet;
thence S 71° 52'E a distance of 144.70 feet;
thence along a curve to the left with a radius of 470.00 feet, arc length of 145.19 feet and whose long chord bears S80°43'E a distance of 144.62 feet;
thence S 89° 34'E a distance of 166.00 feet;
thence along a curve to the right with a radius of 168.62 feet, arc length of 145.48 feet and whose long chord bears S64° 51'E a distance of 141.01 feet;
thence S 40° 08' E a distance of 61.35 feet;
thence along a curve to the left with a radius of 70.00 feet, arc length of 87.80 feet and whose long chord bears S76°04'E a distance of 82.16 feet;
thence N 68° 00'E a distance of 64.10 feet;
thence along a curve to the right with a radius of 130.00 feet, arc length of 220.16 feet and whose long chord bears S63°29'E a distance of 194.78 feet;
thence S 14° 58'E a distance of 48.00 feet;
thence along a curve to the left with a radius of 70.00 feet, arc length of 92.85 feet and whose long chord bears S52° 58'E a distance of 86.19 feet;
thence N 89° 02' E a distance of 220.75 feet;
thence along a curve to the right with a radius of 152.00 feet, arc length of 453.84 feet and whose long chord bears S19° 29'E a distance of 288.26 feet;
thence S 12° 06'E a distance of 640.63 feet;
thence S 00° 01'E a distance of 60.00 feet;
thence S 89° 59'W a distance of 38.21 feet;
thence S 00° 01'E a distance of 179.63 feet;
thence S 89° 59'W a distance of 61.04 feet;
thence S 00° 01'E a distance of 239.63 feet;
thence S 89° 59'W a distance of 138.76 feet;
thence S 00° 01'E a distance of 179.63 feet;
thence S 89° 59'W a distance of 1455.00 feet;
thence S 00° 27'E a distance of 318.94 feet;
thence S 59° 03'W a distance of 339.00 feet;
thence S 30° 57'E a distance of 50.00 feet;
thence S 59° 03'W a distance of 150.00 feet;
thence S 30° 57'E a distance of 110.77 feet;
thence S 87° 19'W a distance of 929.63 feet to the point of beginning and containing 131.9740 acres, more or less.

hereby encumber, except for lots Nos. 1, 85, 86 and 87, all of the lots in said subdivision, as shown on the official plat thereof which was filed on April 23, 1971, under Reception Number 74332, in the office of the County Clerk and Recorder of Archuleta County, Colorado, which covenants shall run with the land and restrict its use by all future owners:

1. All lots in the subdivision shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot which is other than one single family dwelling, plus private garage and plus a detached single family guest house for the convenience of the owner and not for rental purposes.
2. No lot in the subdivision may be subdivided into any smaller lots unless, after such subdivision, each such smaller lot contains at least one acre.
3. No building or structure shall be erected on any lot until the plans for such structure have been delivered to Pagosa Development or to a committee of lot owners, if such committee has already been formed as set forth in Paragraph 11 of these covenants, and shall have been approved by a partner of Pagosa Development or by a majority vote of the committee of lot owners. The matters to be considered in giving such approval shall be the position of the proposed structure on the lot, the types of materials to be used in construction, the general color and appearance of the structure after completion, and the size of the structure which shall not be less than 800 square feet interiorly. Approval shall not be unreasonably withheld. Disapproval shall be accompanied by a specification of the unsatisfactory items and suggestions for change which, if adopted, would be approved. Approval or disapproval shall be given within thirty days of submission of plans.
4. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance of utility lines, including electric power, gas, telephone and TV cables, and water and sewer lines, together with the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.
5. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the owner of any other lot.
6. Dogs and cats may be kept on the premises as household pets. Also, two horses and a cow may be kept on each lot. No other animals, livestock or poultry may be kept anywhere within the subdivision.
7. All trash, garbage and other debris shall be promptly buried or hauled away from the subdivision.
8. No septic tanks and sewage disposal systems shall be installed except in accordance with the rules and regulations of the Department of Health.
9. No trailer shall be parked on any lot in the subdivision, except that one may be permitted on any lot during the period of construction of a house, so long as the period of construction does not exceed one year.
10. No tree whose base is over 3" in diameter shall be cut except with the permission of Pagosa Development.
11. At any time after three or more lots have been sold in the subdivision all of the owners of the lots which have been sold in the subdivision may form a committee of such size and representation as may be agreed upon by a majority of such owners. When formed, this committee shall undertake the obligation imposed on Pagosa Development by Paragraph 3 of these covenants and this committee may undertake in behalf of all lot owners, the enforcement of these covenants.

12. These covenants shall run with all of the above described lands and shall be binding on all present and future lot owners, and their successors and assigns, for a period up to and including August 31, 1981. At any time after June 1, 1973, these covenants may be rescinded, changed or added to by the recording in the office of the County Clerk and Recorder of Archuleta County, Colorado, of an instrument in writing making such rescission, change or addition, which instrument shall be signed under oath by the owners of a majority of the lots in this subdivision. No change, however, shall be effective which prohibits or limits a then existent use of any lot, unless the owner of such lot shall have agreed unanimously to such change.

13. Lots 1, 85, 86 and 87 shall not be encumbered by any of these covenants nor shall the owners of said lots have any right to compel the enforcement of these covenants. The owners of all other lots, however, shall have the right specifically to enforce these covenants against any other owner or owners.

14. The Protective Covenants recorded April 26, 1971, in Book 125 commencing at Page 99 of the Archuleta County Records are withdrawn and fully replaced by these Amended Protective Covenants.

Executed this 26th day of May, 1971.

PAGOSA DEVELOPMENT

By _____
General Partner

STATE OF COLORADO)
COUNTY OF ARCHULETA) ss.

The foregoing Amended Protective Covenants were acknowledged before me this 26th day of May, 1971, by William H. Seibert, Jr. a General Partner of, and for, PAGOSA DEVELOPMENT, a Partnership.

[Signature]
Notary Public

My commission expires
August 30, 1973

STATE OF COLORADO
ARCHULETA COUNTY

I hereby certify that this instrument was filed

in Book 125, Page 274-276, on June 15, 1971, at 9:40 A.M.

June 15 1971
Book 125 Page 274-276
FELISA CARDONER
[Signature]

BOOK 125 PAGE 276

PROTECTIVE COVENANTS

OF

PAGOSA HILLS SUBDIVISION NO. 3

Pagosa Development, a Partnership composed of William H. Seielstad, Jr. and W. H. Diestelkamp, being the owner of all the land contained in the subdivision known as Pagosa Hills Subdivision No. 3, the lands of which lie in Archuleta County, Colorado, and are described as follows:

A tract of land in Sections 10, 14 & 15, Township 35 North, Range 2 West, N.M.P.M., described as follows:

Beginning at a point on the Northerly boundary of the herein described tract of land, said point being the common section corner of Sections 10, 11, 14 and 15, T. 35 N., R. 2 W., N.M.P.M., being a marked stone, found in place, and running thence from said point of beginning:
N 89° 59' E - 1695.80 feet to the Northeast Corner of the herein described tract of land; thence
S 0° 01' E - 60.00 feet to a point; thence
S 89° 59' W - 38.19 feet to a point; thence
S 0° 01' E - 179.63 feet to a point; thence
S 89° 59' W - 61.04 feet to a point; thence
S 0° 01' E - 239.63 feet to a point; thence
S 89° 59' W - 138.76 feet to a point; thence
S 0° 01' E - 179.63 feet to a point; thence
S 89° 59' W - 1455.00 feet to a point; thence
S 0° 27' E - 318.94 feet to a point; thence
S 59° 03' W - 339.00 feet to a point; thence
S 30° 57' E - 50.00 feet to a point; thence
S 59° 03' W - 150.00 feet to a point; thence
S 30° 57' E - 110.77 feet to the Southeast Corner of the herein described tract of land; thence
S 87° 19' W - 607.29 feet to a point; thence
Southeasterly to Southwesterly, along a curve to the right, having a radius of 942.73 feet, an arc length of 103.17 feet to a point of tangency; thence
S 2° 57' W - 84.67 feet to a point of curvature; thence along said curve Southwesterly to Southeasterly, along a curve to the left, having a radius of 160.23 feet, an arc length of 82.08 feet to a point of tangency; and thence
S 26° 24' E - 149.45 feet to a point on the Northerly right-of-way line of U.S. Highway No. 160; thence along said right of way line
S 58° 32' W - 60.24 feet to the most Southerly point in the herein described tract of land; thence leaving said right-of-way line, and running thence
N 26° 24' W - 154.75 feet to a point of curvature; thence
Along a curve to the right, Northwesterly to Northeasterly, having a radius of 220.23 feet, an arc length of 112.81 feet to a point of tangency; thence
N 2° 57' E - 84.67 feet to a point of curvature; thence
Northeasterly to Northwesterly, along a curve to the left, having a radius of 882.73, an arc length of 96.55 feet to a point of tangency; thence
S 87° 19' W - 262.34 feet to the Southwest Corner of the herein described tract of land; thence
N 0° 27' W - 1410.37 feet to a point; thence
N 1° 33' W - 440.91 feet to the Northwest Corner of the herein described tract of land; thence
S 83° 15' E - 492.56 feet to a point; thence
S 6° 59' W - 117.15 feet to a point; thence
N 88° 27' E - 392.97 feet to a point; thence
S 1° 33' E - 279.25 feet to a point; thence
S 43° 28' E - 49.09 feet to a point on a curve; thence
Northeasterly, along a curve to the right, having a radius of 130.00 feet, an arc length of 98.60 feet to a point of tangency; thence
N 89° 59' E - 222.82 feet to the point of beginning, containing 69.85 acres, more or less, being a Resubdivision of a portion of Pagosa Hills Subdivision No. 2, including Lots 1 through 8 inclusive, lots 17 through 27 inclusive, lots 57 through 87 inclusive, and also including a portion of the SE 1/4 NE 1/4 of Section 15, T. 35 N., R. 2 W., N.M.P.M.

hereby encumber, except for lots Nos. 1, 85, 86 and 87, all of the lots in said subdivision, as shown on the official plat thereof which was filed on August 3, 1971, under Reception Number 74680, in the office of the County Clerk and Recorder of Archuleta County, Colorado, which covenants shall run with the land and restrict its use by all future owners:

1. All lots in the subdivision shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot which is other than one single family dwelling, plus private garage and plus a detached single family guest house for the convenience of the owner and not for rental purposes.
2. No lot in the subdivision may be subdivided into any smaller lots unless, after such subdivision, each such smaller lot contains at least one acre.
3. No building or structure shall be erected on any lot until the plans for such structure have been delivered to Pagosa Development or to a committee of lot owners, if such committee has already been formed as set forth in Paragraph 11 of these covenants, and shall have been approved by a partner of Pagosa Development or by a majority vote of the committee of lot owners. The matters to be considered in giving such approval shall be the position of the proposed structure on the lot, the types of materials to be used in construction and the general color and appearance of the structure after completion, and the size of the structure which shall not be less than 800 square feet interiorly. Approval shall not be unreasonably withheld and disapproval shall be accompanied by a specification of the unsatisfactory items and suggestions for change which, if adopted, would be approved. Approval or disapproval shall be given within thirty days of submission of plans.
4. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance of utility lines, including electric power, gas, telephone and TV cables, and water and sewer lines, together with the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.
5. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the owner of any other lot.
6. Dogs and cats may be kept on the premises as household pets. Also, two horses and a cow may be kept on each lot. No other animals, livestock or poultry may be kept anyplace within the subdivision.
7. All trash, garbage and other debris shall be promptly buried or hauled away from the subdivision.
8. No septic tanks and sewage disposal systems shall be installed except in accordance with the rules and regulations of the Department of Health.
9. No trailer shall be parked on any lot in the subdivision, except that one may be permitted on any lot during the period of construction of a house, so long as the period of construction does not exceed one year.
10. No tree whose base is over 3" in diameter shall be cut except with the permission of Pagosa Development.
11. At any time after three or more lots have been sold in the subdivision, all of the owners of the lots which have been sold in the subdivision may form a committee of such size and representation as may be agreed upon by the majority of such owners. When formed, this committee shall undertake the obligation imposed on Pagosa Development by Paragraph 3 of these covenants and this committee may undertake on behalf of all lot owners the enforcement of these covenants.

12. Lots 4, 5, 20, 21, 23, 82 and 83 are subject to a right-of-way and easement for a water line as set forth in Book 116 at Page 576 of the Archuleta County, Colorado, Records.

13. These covenants shall run with all of the above described lands and shall be binding on all present and future lot owners, and their successors and assigns, for a period up to and including August 31, 1981. At any time after June 1, 1973, these covenants may be rescinded, changed or added to by the recording in the office of the County Clerk and Recorder of Archuleta County, Colorado, of an instrument in writing making such rescission, change or addition, which instrument shall be signed under oath by the owners of a majority of the lots in this subdivision. No change, however, shall be effective which prohibits or limits a then existent use of any lot, unless the owner of such lot shall have agreed unanimously to such change.

14. Lots 1, 85, 86 and 87 shall not be encumbered by any of these covenants nor shall the owners of said lots have any right to compel the enforcement of these covenants. The owners of all other lots, however, shall have the right specifically to enforce these covenants against any other owner or owners.

Executed this sixth day of August, 1971.

PAGOSA DEVELOPMENT

By W. H. Diestekamp
General Partner

STATE OF COLORADO }
COUNTY OF ARCHULETA } ss.

The foregoing Protective Covenants were acknowledged before me this sixth day of August, 1971, by W. H. DIESTEKAMP a General Partner of, and for, PAGOSA DEVELOPMENT.

E. Bentley Hamilton
Notary Public

My commission expires August 30, 1973.

STATE OF COLORADO }
ARCHULETA COUNTY } ss.

74706

I hereby certify that this instrument was filed for Record in my office at 11:30 o'clock A. M.

Aug. 6 19 71, and is duly recorded in Book 125 Page 525-527

FELIMA GARDNER

J. J.
Recorder

74706

-3-

BOOK 125 PAGE 527

STATE OF COLORADO } ss. 75987
ARCHULETA COUNTY }

I hereby certify that this instrument was filed
for Record in Book 128 at 11:17 clock A.M.

June 20 1972, and is duly
recorded in Book 128 Page 357

FELISA GARDNER by Jane Salasanta
Dep. Recorder

AMENDMENT OF PROTECTIVE COVENANTS

The undersigned, being the owners of all of the lands covered by
those certain Protective Covenants recorded August 6, 1971, in Book 125 at
Page 525 of the Archuleta County Records, hereby amend the covenants by sub-
stituting the following paragraph for paragraph 2 in the original covenants:
Pagosa Hills Subdivision #3

2. No lot in the subdivision may be further subdivided unless,
after such subdivision, each such smaller lot contains at least one-half acre.

PAGOSA DEVELOPMENT

By William H. Schuler
General Partner

Donald C. Ogden
General Partner

Vera M. Ogden
General Partner

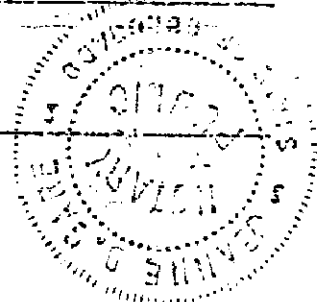
Henry A. Smith
General Partner

STATE OF COLORADO }
COUNTY OF ARCHULETA } ss.

The foregoing instrument was acknowledged before me this 20th day of
June, 1972, by William H. Schuler as General Partner of, and
for, PAGOSA DEVELOPMENT and Donald C. Ogden and Vera M. Ogden
Henry A. Smith

[Signature]
Notary Public

My commission expires: June 14, 1972



ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 10th day of June, 1972,
by Donald C. Ogden and Vera M. Ogden
(Name or Names of Person or Persons Acknowledging)

My commission expires:
(Seal) 2-13-1974

Florencia Cady
Notary Public

BOOK 128 PAGE 357

STATE OF COLORADO
ARCHULETA COUNTY

75988

11:17 A.M.

PROTECTIVE COVENANTS

OF

PAGOSA HILLS SUBDIVISION

June 20 72
128 358.359
by Jane Salamanti
Dep. Recorder

Pagosa Development, a Partnership composed of William H. Seifelstad, Jr. and W. H. Diesteikamp, being the owner of all the land contained in the subdivision known as Pagosa Hills Subdivision, the lands of which lie in Archuleta County, Colorado, and are described as follows:

A tract of land in the W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 11 and the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 14, all in Twp. 35N., R. 2 W., N.M.P.M., described as follows: Beginning at a point on the West right-of-way line of the County Road, whence the NW corner of said Sec. 11 bears S. 35° 25' 30"W. 4684.10 feet; thence running from said point of beginning S. 51° 21'W. 242.94 feet; thence S. 61°16'W. 78.83 feet; thence S. 31°41'E. 229.70 feet; thence S. 06°46'W. 131.23 feet; thence N. 83° 14' W. 178.05 feet; thence S. 08° 05' W. 690.38 feet; S. 30°19'W. 126.33 feet; thence S. 35°22'W. 156.02 feet; thence S. 13°44'W. 220.89 feet; thence N. 38°25'W. 126.64 feet; thence N. 67° 47'W. 189.45 feet; thence N. 23°25'W. 133.56 feet; thence N. 11°26'W. 271.61 feet; thence N. 32°53'E. 268.00 feet; thence N. 27°53'E. 371.86 feet; thence N. 88°42'E. 59.39 feet; thence N. 19°07'W. 100.00 feet; thence N. 70°53' E. 100.00 feet; thence N. 19°07'W. 117.05 feet; thence N. 66°23'E. 276.33 feet; thence N. 61°16' E. 132.94 feet; thence N. 51°21'E. 237.73 feet to the West right-of-way line of the County Road; thence S. 38°39'E. 60.00 feet to the point of beginning, containing 13.7885 acres, more or less.

Hereby encumber all of the lots in said subdivision, as shown on the official plat thereof which was filed on October 15, 1970, under Reception Number 73662, in the Office of the County Clerk and Recorder of Archuleta County, Colorado, which covenants shall run with the land and restrict its use by all future owners:

1. Any trailer shall be a minimum of 320 square feet in size. All lots shall be used for residential purposes only. No separate buildings shall be erected or placed on any lot, except that every owner shall be permitted to erect built-on additions to a house trailer unit so as to expand the size, living area and facilities of the house trailer. Only one house trailer or dwelling shall be permitted on any one lot.
2. No lot in the subdivision may be further subdivided.
3. An easement covering an area ten feet in width and adjacent to the exterior boundary lines of all lots within the subdivision is reserved for installation and maintenance of utility lines, including electric power, gas, telephone and TV cables, and water and sewer lines,

128

128 358

together with the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.

4. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the owner of any other lot.

5. Dogs and cats may be kept on the premises as household pets. No other animals, livestock or poultry may be kept any place within the subdivision.

6. All trash, garbage and other debris shall be promptly hauled away from the subdivision.

7. No individual sewage disposal systems shall be permitted.

8. No tree whose base is over 3" in diameter shall be cut except with the permission of Pagosa Development.

9. At any time after three or more lots have been sold in the subdivision, all of the owners of the lots which have been sold in the subdivision may form a committee of such size and representation as may be agreed upon by the majority of such owners. When formed, this committee shall undertake the obligation imposed on Pagosa Development by Paragraph 8 of these covenants and this committee may undertake on behalf of all lot owners the enforcement of these covenants.

10. These covenants shall run with all of the above described lands and shall be binding on all present and future lot owners, and their successors and assigns, for a period up to and including August 31, 1981. At any time after June 1, 1973, these covenants may be rescinded, changed or added to by the recording in the office of the County Clerk and Recorder of Archuleta County, Colorado, of an instrument in writing making such rescission, change or addition, which instrument shall be signed under oath by the owners of a majority of the lots in this subdivision. No change, however, shall be effective which prohibits or limits a then existent use of any lot, unless the owner of such lot shall have agreed unanimously to such change.

Executed this 20th day of June, 1972.

Pagosa Development

By W. H. Rautenkamp
General Partner

STATE OF COLORADO)
COUNTY OF ARCHULETA) ss.

The foregoing Protective Covenants were acknowledged before me this 20th day of June, 1972, by W. H. Rautenkamp, a General Partner of, and for, Pagosa Development.

Robert H. Anderson
Notary Public

My Commission Expires:

75988 BOOK 128 PAGE 359

Recorded Jan 19, 1981 At 11:22 AM

Recpt. No. 102826

Mary Ann Collier - Recorder MAC

Page 1

PROPERTY OWNER'S PROTECTIVE COVENANTS

SUBDIVISIONS 3 and 4

PAGOSA HILLS SUBDIVISION

THIS DECLARATION, made this day January 18, 1981
by the undersigned, owners of a majority of the lots in Subdivisions 3 and 4,
Pagosa Hills Subdivision. Said owners herein referred to as Declarants.

WHEREAS, Declarants desire to establish the nature of the use and the
enjoyment of said real property and to that end wishes to subject it to and
impose upon it certain covenants, conditions restrictions and reservations,
hereinafter referred to as "Restrictions".

NOW, THEREFORE, Declarant hereby declares that the said real property
and each parcel therein is and shall be held, conveyed, hypothecated, or
encumbered, leased, rented, used, occupied and improved, subject to the follow-
ing Restrictions, all of which are declared and agreed to be in furtherance
of a general plan, and are established for the purpose of enhancing and pro-
tecting the value, desirability, and attractiveness of the real property.
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 parts thereof.

1. TERM

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

2. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual
and reciprocal benefit of each and every owner of any portion of the real
property and are intended to create mutual, equitable servitudes on each of
said lots in favor of each and all of the other parcels therein; to create
reciprocal rights between the respective owners of said parcels, their heirs,
successors and assigns, and shall, as to the owners of such parcel, operate
as covenants running with the land for the benefit of each and all other
parcels and their respective owners.

3. PAGOSA HILLS PROPERTY OWNERS ASSOCIATION

A. Every person having acquired, or acquiring legal or equitable
title to any lot in Subdivisions 3 and 4, Pagosa Hills Subdivision, becomes
a member of the Pagosa Hills Property Owners Association, herein referred to
as "Association" and with such ownership in the Subdivisions 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.

The general purpose of the Association is to further and promote
the community welfare of property owners in Subdivisions 3 and 4.

BOOK 177 PAGE 602

PROPERTY OWNERS PROTECTIVE COVENANTS

102826

SUBDIVISIONS 3 and 4PAGOSA HILLS SUBDIVISION3. PAGOSA HILLS PROPERTY OWNERS ASSOCIATION

B. A committee of the Association, to be responsible for the enforcement of the rules and regulations set forth in the agreement, is to be elected by a two-thirds (2/3) majority of the members of the Association, present, or by proxy at the annual meeting. The time and place of such meeting shall be posted as a Public Notice and all members shall be duly notified.

4. GENERAL REQUIREMENTS AND PROHIBITIONS

A. All parcels of land in said Subdivisions are hereby restricted to single family residential dwellings for single family residence, plus a single family guest house for the convenience of the owner and not for rental purposes, except Lots 1, 85, 86 & 87.

B. No parcel in the Subdivision may be divided into sub-parcels without the written consent of the committee of the Association.

C. All buildings or structures erected, placed or permitted upon the premises shall be of new construction, and no buildings or structures shall be moved from other locations onto said premises, without the written consent of the Committee.

D. All fences must have the approval of the Pagosa Hills Property Owners Association.

E. No buildings or structures shall be erected or moved onto any parcel until plans for such structure have been approved by the Committee of the Pagosa Hills Property Owners Association. Matters to be considered in giving approval of such plans are: position of the proposed structure on the lot, types of materials to be used, in construction, and the general color and appearance of the structure after completion, size of the structure to be not less than 800 sq. ft. and no more than 2 stories in height. Disapproval shall be accompanied by specification of the unsatisfactory items and suggestions for change, which, if adopted, would be approved. Approval or disapproval shall be given ten (10) days of submission of plans. The decision of the Committee shall be final.

F. An easement covering an area ten (10) feet in width and adjacent to the exterior boundary lines of all parcels within the subdivisions is reserved for installation and maintenance of utility lines, including electric power, gas telephone cables and water and sewer lines.

G. No noxious or offensive activity shall be conducted on any parcel, nor shall anything be done which may be, or become an annoyance or nuisance to the owner of any other parcel.

H. Every tank for the storage of fuel installed outside any building shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by shrubbery or other suitable means.

I. Dogs and cats may be allowed on the premises of Subdivisions 3 and 4. Lots in Subdivision 3 which are at least nine-tenths (9/10) of one (1) acre, may have in addition: two (horses and one (1) cow, as long as the possession of such animals does not create a health hazard. No other animals, livestock, or poultry, may be kept any place in Subdivision 3 and 4. The authority shall be given to the Committee to take action any any complaints by property owners of domestic animals being a public nuisance.

J. No trash or garbage or other refuse shall be dumped or accumulated on any parcel. No outside burning of trash, garbage, or household refuse shall be permitted. Any necessary burning must be in a controlled area.

PROPERTY OWNERS PROTECTIVE COVENANTS

SUBDIVISIONS 3 and 4

102826

PAGOSA HILLS SUBDIVISION

4. GENERAL REQUIREMENTS AND PROHIBITIONS

K. No outside toilet shall be constructed on any parcel. All plumbing fixtures, dishwashers and toilets shall be connected to the central sewage or a system approved by the San Juan Basin Health Unit.

L. No business or commercial activity shall be permitted unless approved by the committee.

M. No temporary trailer, tent, garage, or any other outbuildings shall be erected on any parcel, except that one may be permitted during the period of construction of a house, providing the period of construction does not exceed one year.

N. Once construction of improvements is started on any parcel, the improvements must be substantially completed within one year from commencement.

O. All structures constructed on any parcel shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any parcel.

P. All billboards or advertising structures of any kind are prohibited.

Q. No stripped down, partially wrecked or junk motor vehicles or any sizeable part thereof, shall be permitted on any street or on any parcel. No Commercial type truck over six (6) wheels shall be parked for storage overnight, or longer on any parcel in such a manner as to be visible to the occupants of other parcels, unless it is with the prior written consent of the Committee.

R. No tree over 3" in diameter shall be removed from any parcel or right of way without the written consent of the Committee.

5. VARIANCES

The Committee shall allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of these provisions contained herein, provided however, that such is in conformity with the intent and purposes thereof and provided also that in every instance such variance or adjustment will not materially be detrimental or injurious to other parcels within the developments.

6. PAGOSA HILLS PROPERTY OWNERS ASSOCIATION

A. Every person acquiring legal or equitable title to any parcel in the Subdivisions 3 and 4, becomes a member in the Association, he then becomes subject to the restrictions and assessments of the Association.

B. The general purpose of the Association is to further and promote the community welfare of property owners in Subdivisions 3 and 4 of the Pagosa Hills Subdivision.

C. The Association shall have all the powers presented in this agreement including the power to assess and collect from every member of the Association an annual charge of Twenty Dollars (\$20.00) for resident owners and Ten Dollars (\$10.00) per lot for each non-resident owner, plus One dollar, (\$1.00) for each additional lot owned by resident and non-resident owners. This amount will be voted upon annually. This fee is for any necessary expenses incurred for legal aid and to implement the application of the restrictions within this agreement. All charges are payable annually on or before July 1, to the Association.

D. Every person who shall become the legal or equitable owner of any

BOOK 177 PAGE 604

PROPERTY OWNERS PROTECTIVE COVENANTSSUBDIVISIONS 3 and 4

102826

PAGOSA HILLS SUBDIVISION

6.

D.

parcel in Subdivision 3 and 4 is, by acquiring 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 at the rate of 12% per annum, from the due date. Until paid, such charges, together with costs and reasonable attorneys fees, required to secure payment thereof, shall constitute a perpetual lien on and against the property thereof. The Association may publish the name of the delinquent member and file notice that it is the owner of a lien to secure payment of the unpaid charges, plus costs and a reasonable attorney's fees, and may foreclose the lien in accordance with the State of Colorado law.

7. REMEDIES

The Association or any party whose benefits 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 the Association or Declarant shall not be liable for any damages of any kind to any party for failing to abide by, enforce or carry out these Restrictions.

8. Severability

Every one of these 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. Therefore if any one 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 of the Restrictions.

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarant desires to subject present and additional lots to be sold, to be subject the the Restrictions above.

NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year first written above.

By: OWNERS

Harry L. Goldstein Sub 3 Lot 4
Harry Goldstein Sub 3 Lot 26
William L. Goldstein Sub 3 Lot 33
William L. Goldstein Sub 3 Lot 34
William L. Goldstein Sub 3 Lot 35
William L. Goldstein Sub 3 Lot 36
William L. Goldstein Sub 3 Lot 37
William L. Goldstein Sub 3 Lot 38
William L. Goldstein Sub 3 Lot 39
William L. Goldstein Sub 3 Lot 40
William L. Goldstein Sub 3 Lot 41
William L. Goldstein Sub 3 Lot 42
William L. Goldstein Sub 3 Lot 43
William L. Goldstein Sub 3 Lot 44
William L. Goldstein Sub 3 Lot 45
William L. Goldstein Sub 3 Lot 46
William L. Goldstein Sub 3 Lot 47
William L. Goldstein Sub 3 Lot 48
William L. Goldstein Sub 3 Lot 49
William L. Goldstein Sub 3 Lot 50
William L. Goldstein Sub 3 Lot 51
William L. Goldstein Sub 3 Lot 52
William L. Goldstein Sub 3 Lot 53
William L. Goldstein Sub 3 Lot 54
William L. Goldstein Sub 3 Lot 55
William L. Goldstein Sub 3 Lot 56
William L. Goldstein Sub 3 Lot 57
William L. Goldstein Sub 3 Lot 58
William L. Goldstein Sub 3 Lot 59
William L. Goldstein Sub 3 Lot 60
William L. Goldstein Sub 3 Lot 61
William L. Goldstein Sub 3 Lot 62
William L. Goldstein Sub 3 Lot 63
William L. Goldstein Sub 3 Lot 64
William L. Goldstein Sub 3 Lot 65
William L. Goldstein Sub 3 Lot 66
William L. Goldstein Sub 3 Lot 67
William L. Goldstein Sub 3 Lot 68
William L. Goldstein Sub 3 Lot 69
William L. Goldstein Sub 3 Lot 70
William L. Goldstein Sub 3 Lot 71
William L. Goldstein Sub 3 Lot 72
William L. Goldstein Sub 3 Lot 73
William L. Goldstein Sub 3 Lot 74
William L. Goldstein Sub 3 Lot 75
William L. Goldstein Sub 3 Lot 76
William L. Goldstein Sub 3 Lot 77
William L. Goldstein Sub 3 Lot 78
William L. Goldstein Sub 3 Lot 79
William L. Goldstein Sub 3 Lot 80
William L. Goldstein Sub 3 Lot 81
William L. Goldstein Sub 3 Lot 82
William L. Goldstein Sub 3 Lot 83
William L. Goldstein Sub 3 Lot 84
William L. Goldstein Sub 3 Lot 85
William L. Goldstein Sub 3 Lot 86
William L. Goldstein Sub 3 Lot 87
William L. Goldstein Sub 3 Lot 88
William L. Goldstein Sub 3 Lot 89
William L. Goldstein Sub 3 Lot 90
William L. Goldstein Sub 3 Lot 91
William L. Goldstein Sub 3 Lot 92
William L. Goldstein Sub 3 Lot 93
William L. Goldstein Sub 3 Lot 94
William L. Goldstein Sub 3 Lot 95
William L. Goldstein Sub 3 Lot 96
William L. Goldstein Sub 3 Lot 97
William L. Goldstein Sub 3 Lot 98
William L. Goldstein Sub 3 Lot 99
William L. Goldstein Sub 3 Lot 100

BOOK 177 PAGE 605

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

106826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

Michelle A. Cohen
Richard F. Bantolomeu
Dolores M. Bantolomeu
Paul J. Seaver
Shelley Faye Trent
Phyllis Sally Martin
Sydney F. Martin
Sydney P. Miller
Christina Miller
Kristine K. Webb
David M. Webb
Milton F. Lewis
Janet A. Lewis
James L. Brown Jr.
Rebecca Brown
Joan Brinton

Lot 36 B - Sub 4
E 1/2 Lot 62 Unit 3
Unit 59 Unit 8 Sub 4
Sub 4 Lot 12
Sec. 3. Block 27
" "
" 7 1/2 4 2 1 2 3
" "
Sub. 3 Lot 5
" "
Lot 24 Sub 3
lots 65A + 65B - Sub 3
Sub 3 Lot 10

This instrument was acknowledged before me this day January 18, 1981

My commission expires
8/18/84

Sharon A. Roth
Notary Public

BOOK 177 PAGE 606

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

102826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

Sharon K. Roth *Sub #4*
Gregory L. Roth *Lot 36A*

BOOK 177 PAGE 607



This instrument was acknowledged before me this day Jan. 17, 1981
by *Sharon K. Roth and Gregory L. Roth*
My Commission Expires 10-17-82 *James E. Angelo*
Notary Public

Page 5

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

102826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,

WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,

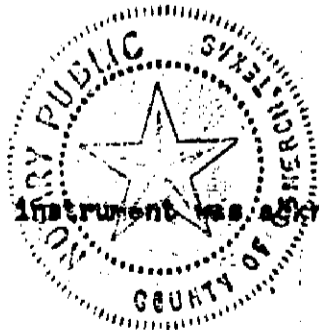
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development are held and shall be held, conveyed hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Declaration of Restrictions referred to above,

IN WITNESS thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

William A Jensen
Jane M. Jensen

BOOK 177 PAGE 608



This instrument was acknowledged before me this day Dec. 10, 1980

Jane M. Jensen
Notary Public
Comm. Expires 3-16-81

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

PAGOSA HILLS DEVELOPMENT

102826

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

Willis Eugene Hoopigamer
June Naomi Hoopigamer

BOOK 177 PAGE 609

The above persons personally appeared before me & signed this document.

This instrument was acknowledged before me this day December 1, 1980



Patricia H. Green
Notary Public

Page 5

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

PAGOSA HILLS DEVELOPMENT

102826

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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,

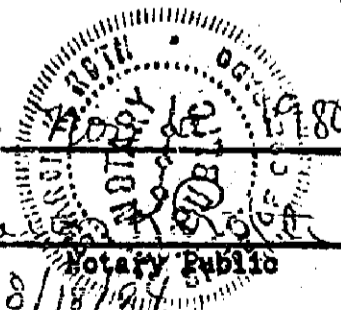
IN WITNESS thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

Gary L. Taylor
Robert W. Taylor

BOOK 177 PAGE 613

This instrument was acknowledged before me this day



my commission expires 8/18/84

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

102826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

BOOK 177 PAGE 611

This instrument was acknowledged before me this day Sept. 30, 1980
Harding, Cameron County,
Juan

Edward H. McNamee
Notary Public
LORRAINE TRUAX
Lorraine Truax
Notary Public
Comm Expires 5-19-84

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

102826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
 WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
 NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

Benjamin A. Salas Jr.
John J. Galligos John J. Galligos

We would also like to appoint Larry Lister in representing us on the Nov. 18, meeting

Benjamin A. Salas Jr.
John J. Galligos

BOOK 177 PAGE 612



This instrument was acknowledged before me this day November 3, 1980

Fredrick W. Lawrence Jr.

My Commission Expires March 8, 1981 Notary Public

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

102826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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,

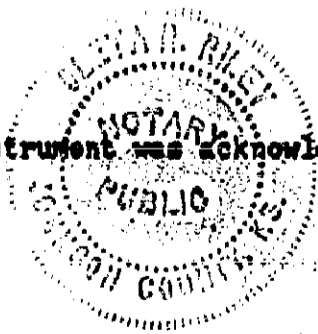
IN WITNESS thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

We hereby grant to Mr. & Mrs. S. A. Martin the right to vote by proxy for us in all manners in the Property Owner's Association.

Joseph E. Martin
Jean H. Martin

BOOK 177 PAGE 613



This instrument was acknowledged before me this day 18th Nov. 1980

Robert R. Riley
Notary Public

my Commission Expires Oct. 3, 1982

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

102826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,

WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,

NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

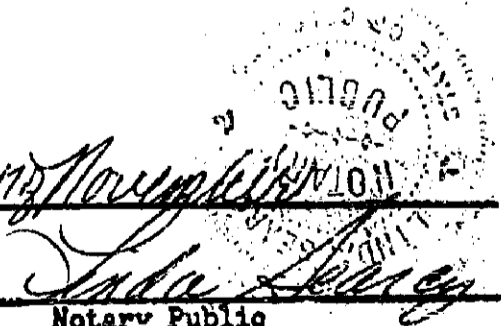
BOOK 177 PAGE 619

E. B. Hunt
W. M. Smith

This instrument was acknowledged before me this day 17th November

My Commission Expires 11-3-84

Notary Public



Page 5

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

102826

PAGOSA HILLS DEVELOPMENT

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

James C. Vogt
Madeline Vogt

BOOK 177 PAGE 615

This instrument was acknowledged before me this day 1-2-81



Wicki L. Harkleroad
Notary Public

PROPERTY OWNERS PROTECTIVE COVENANT

Subdivisions 3 and 4

PAGOSA HILLS DEVELOPMENT

102826

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,
WHEREAS, Declarants desire to subject present and additional lots to be sold, to be subject to the Restrictions above,
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development 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 thereof, the Declarants have executed this Declaration on this day and year written above.

By: OWNERS

*E Leonard Marquez and
Marcia I. Marquez*

Lot # 1 Pagosa Hills Subdivision # 3

BOOK 177 PAGE 116



This instrument was acknowledged before me this day Jan. 1, 1981
by E. Leonard Marquez and Marcia I. Marquez
James E. Angelo
Notary Public
My Commission Expires 10-17-82

PROPERTY OWNERS PROTECTIVE COVENANTS
SUBDIVISIONS 3 AND 4
PAGOSA HILLS SUBDIVISION

THIS DECLARATION, made this day, January 18, 1981 by the undersigned, owners of a majority of the lots in Subdivisions 3 and 4 Pagosa Hills Subdivision. Said owners herein referred to as Declarants.

WHEREAS, Declarants desire to establish the nature of the use and the enjoyment of said real property and to that end wishes to subject it to and impose upon it certain covenants, conditions, restrictions and reservations, hereinafter referred to as "Restrictions."

NOW, THEREFORE, Declarant hereby declares that the said real property and each parcel therein is 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 general plan and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. 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 parts thereof.

1. TERM

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

2. MUTUALITY OF BENEFIT AND OBLIGATION

The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every owner of any portion of the real property and are intended to create mutual, equitable servitudes on each of said lots in favor of each and all of the other parcels therein; to create reciprocal rights between the respective owners of said parcels, their heirs, successors and assigns, and shall, as to the owners of such parcel, operate as covenants running with the land for the benefit of each and all other parcels and their respective owners.

3. PAGOSA HILLS PROPERTY OWNERS ASSOCIATION

A. Every person having acquired, or acquiring legal or equitable title to any lot in Subdivisions 3 and 4, Pagosa Hills Subdivision, becomes a member of the Pagosa Hills Property Owners Association, herein referred to as "Association" and with such ownership in the Subdivisions 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.

The general purpose of the association is to further and promote the community welfare of property owner's subdivisions in 3 and 4.

B. A committee of the Association, to be responsible for the enforcement of the rules and regulations set forth in the agreement, is to be elected by a two-thirds (2/3) majority of the members of the Association, present, or by proxy at the annual meeting. The time and place of such meeting shall be posted as a Public Notice and all members shall be duly notified.

4. GENERAL REQUIREMENTS AND PROHIBITIONS

A. All parcels of land in said subdivisions are hereby restricted to single family residential dwellings for single family residence, plus a single family guest house for the convenience of the owner and not for rental purposes, except Lots 1, 85, 86, & 87.

B. No parcel in the subdivision may be divided into sub-parcels without written consent of the committee of the Association.

C. All buildings or structures erected, placed or permitted upon the premises shall be of new construction, and no buildings or structures shall be moved from other locations onto said premises, without the written consent of the Committee.

D. All fences must have the approval of the Pagosa Hills Property Owners Association.

E. No buildings or structures shall be erected or moved onto any parcel until plans for such structure have been approved by the Committee of the Pagosa Hills Property Owners Association. Matters to be considered in giving approval of such plans are: position of the proposed structure on the lot, types of materials to be used, in construction, and the general color and appearance of the structure after completion, size of the structure to be not less than 800 sq. ft. and not more than 2 stories in height. Disapproval shall be accompanied by specification of the unsatisfactory items and suggestions for change, which, if adopted, would be approved. Approval or disapproval shall be given (10) ten days of submission of plans. The decision of the Committee shall be final.

F. An easement covering an area (10) ten feet in width and adjacent to the exterior boundary lines of all parcels within the subdivisions is reserved for installation and maintenance of utility lines, including electric power, gas telephone cables and water and sewer lines.

G. No noxious or offensive activity shall be conducted on any parcel, nor shall anything be done which may be, or become an annoyance or nuisance to the owner of any parcel.

H. Every tank for the storage of fuel installed outside any building shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by shrubbery or other suitable means.

I. Dogs and cats may be allowed on the premises of Subdivision 3 and 4. Lots in Subdivision which are at least nine-tenths (9/10) of one (1) acre, may have in addition: two (2) horses and one (1) cow, as long as the possession of such animal does not create a health hazard. No other animals, livestock or poultry, may be kept any place in Subdivision 3 and 4. The authority shall be given to the committee to take action any (sic) complaints by property owners of domestic animals being a public nuisance.

J. No trash or garbage or other refuse shall be dumped or accumulated on any parcel. No outside burning of trash, garbage, or household refuse shall be permitted. Any necessary burning must be in a controlled area.

K. No outside toilet shall be constructed on any parcel. All plumbing fixtures, dishwashers and toilets shall be connected to the central sewage or a system approved by the San Juan Basin Health Unit.

L. No business or commercial activity shall be permitted unless approved by the committee.

M. No temporary trailer, tent, garage, or any other outbuildings shall be erected on any parcel, except that one may be permitted during the period of construction of a house, providing the period of construction does not exceed one year.

N. Once construction of improvements is started on any parcel, the improvements must be substantially completed within one year from commencement.

O. All structures constructed on any parcel shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any parcel.

P. All billboards or advertising structures of any kind are prohibited.

Q. No stripped down, partially wrecked or junk motor vehicles or any sizeable part thereof, shall be permitted on any street or on any parcel. No Commercial type truck over six (6) wheels shall be parked for storage overnight, or longer on any parcel in such manner as to be visible to the occupants of other parcels, unless it is with the prior written consent of the Committee.

R. No tree over 3" in diameter shall be removed from any parcel or right of way without the written consent of the Committee.

5. VARIANCES

The Committee shall allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of these provisions contained herein, provided however, that such is in conformity with the intent and purposes thereof and provided also that in every instance such variance and adjustment will not materially be detrimental or injurious to other parcels within the developments.

6. PAGOSA HILLS PROPERTY OWNERS ASSOCIATION

A. Every person acquiring legal or equitable title to any parcel in the Subdivisions 3 and 4 becomes a member in the Association, he then becomes subject to the restrictions and assessments of the Association.

B. The general purpose of the Association is to further promote the community welfare of property owners in Subdivisions 3 and 4 of the Pagosa Hills Subdivision.

C. The Association shall have all the powers presented in this agreement including the power to assess and collect from every member of Association an annual charge of Twenty Dollars (\$20.00) for resident owners and Ten Dollars (\$10.00) per lot for each non-resident owner, plus One Dollar (\$1.00) for each additional lot owned by resident and non-resident owners. This amount will be voted on annually. This fee is for any necessary expenses incurred for legal aid and to implement the application of the restrictions within this agreement. All charges are payable annually on or before July 1, to the Association.

D. Every person who shall become the legal or equitable owner of any parcel in subdivision 3 and 4, by acquiring such title, is 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 at the rate of 12% per annum, from the due date. 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 thereof. The Association may publish the name of the delinquent member and file notice that it is the owner of a lien to secure payment of the unpaid charges, plus costs and reasonable attorney's fees, and may foreclose the lien as in accordance with the State of Colorado law.

7. REMEDIES

The Association or any party whose benefits 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

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is expressly understood that the Association or declarant shall not be liable for any damages of any kind to any party for failing to abide by, enforce or carry out these Restrictions.

8. SEVERABILITY

Every one of these Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions, and of and from every one 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 of the Restrictions.

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,

WHEREAS, Declarant desires to subject present and additional lots to be sold, to be subject the Restrictions above,

NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used occupied and improved, subject to the encumbered, leased, rented, used, occupied and improved to the Declaration of Restrictions referred to above.

IN WITNESS thereof, the Declarants have executed this declaration on this day and year first written above.

By: OWNERS

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June Madrid
Archuleta County

**CHANGES TO THE PROPERTY OWNERS PROTECTIVE COVENANTS
SUBDIVISIONS 3 AND 4
PAGOSA HILLS PROPERTY OWNERS ASSOCIATION**

Following are the changes to the Property Owners Protective Covenants approved at Annual Meetings of the Pagosa Hills Property Owners Association by a majority of members in attendance. Underlines indicate changes or additional wording. Effective date of all covenant amendments will be the date filed for record with the State of Colorado, Archuleta County.

To view original covenants, refer to the Property Owner's Protective Covenants, Subdivisions 3 and 4, Pagosa Hills Subdivision, filed in Book 177 page 602 thru 616 in the Archuleta County Court House.

Amendments approved in the 1997 Annual Meeting:

Section 3 C: A standing committee of the Association, in a Property Management Committee to control and enforce the rules and regulations regarding all aspects of construction within the development.

Section 4 M: No temporary trailer, RV, tent, garage, or any other outbuildings shall be permanently occupied on any parcel, except that occupation may be permitted during the period of construction of a house, providing the period of construction does not exceed one year from the date of approval of submitted plans. Occupation of outbuilding requires approval from the Committee at the time building plans are submitted. An extension of occupation period may be granted by the Property Management Committee if good cause is shown.

Section 4 N: Once construction of improvements is started on any parcel, the improvements must be completed as to exterior within one year from commencement unless extension has been granted by the Property Management Committee.

Section 4 O: All structures constructed on any parcel shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any parcel. No mobile homes will be considered for approval.

Amendment approved in the 1999 Annual Meeting:

Section 3 C. Property Management Committee is disbanded and duties are relegated to the Steering Committee.

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Amendments made at the April 30, 2003 Annual Meeting

The members voted on a 2 dog per household limit.

Amendment approved in the 2007 Annual Meeting:

Section 6 C: The Association shall have all the powers presented in this Agreement including the power to assess and collect from every member of the Association an annual charge of Fifty Dollars (\$50.00) for resident owners and Twenty Five Dollars (\$25.00) per lot for each non-resident owner plus One Dollar (\$1.00) for each additional lot owned by resident and non-resident owners. This amount will be voted upon annually. This fee is for any necessary expenses incurred for legal aid and to implement the application of the restrictions within this agreement. All charges are payable annually on or before July 1, to the Association.

Please mail original, filed copies to PHPOA, PO Box 1172 Pagosa Springs, Co 81147



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RES R\$16.00 D\$0.00

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Archuleta County

(2)

PAGOSA HILLS PROPERTY OWNERS ASSOCIATION
Steering Committee
Resolution No. 2010428

WHEREAS, there exists a conflict in several terms and conditions between those original Covenants adopted for Subdivision 3 and 4 of Pagosa Hills Subdivision and recorded at Reception No. 102826, Archuleta County Clerk and Recorder's Office and the adopted By-Laws of the same, Pagosa Hills Property Owners Association; and

WHEREAS, it is the resolve of the Pagosa Hills Steering Committee to put forth a Resolution directed to the Member of the Property Owners Association addressing and curing the conflict between the two documents; and

WHEREAS, after a meeting of the Pagosa Hills Steering Committee duly called and noticed pursuant to the applicable Covenants and By-Laws; the Steering Committee resolves to submit the following proposed Amendment to the Covenants and By-Laws at the annual meeting to be held on April 28, 2010.

NOW THEREFORE, be it resolved by the Pagosa Hills Property Owners Association Steering Committee at a meeting duly noticed and called and duly held on the 28th day of APRIL, 2010 as follows:

1. The Committee has determined that the provisions of Article V of Section 4 of the Property Owners Association By-Laws conflicts with the adopted and recorded Property Owners Protective Covenants and therefore Section 4 should be eliminated.
2. The Committee has determined for more explicit clarification and delineation that Article III, Section 2 of the By-Laws as well as the original Covenants recorded at Reception No. 10826 and the subsequent Covenants recorded at Reception No. 20711263 should be amended as follows:

(a) \$50.00 per annum for each improved single family lot owned by a member or group of members.

(b) \$25.00 per annum for the first unimproved lot owned by a member or a group of members.

Rtn So.

LARRY W. HOLTHUS
ATTORNEY AT LAW
P.O. BOX 1737

PAGOSA SPRINGS, CO 81147



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Archuleta County

This Amendment eliminated the terms developed and undeveloped which is contrary to the context and intent of the By-Laws.

The Committee also feels and decided that to align the terms used in both the Covenants and the By-Laws that in Paragraph No. 6(c) of the Covenants the term resident and non-resident shall be eliminated.

3. The Committee finds that there exists confusion in regard to voting by the members where there exists multiple owners of the same lot. The Committee has determined that the intent of the original Covenants was that members shall have one vote per lot on all instances in which a vote is called. Therefore it is resolved to put before the members that the Covenants be determined to intend one vote per lot of the subdivision in all matters called to a vote.
4. The Committee has determined that the recorded Property Owners Association Covenants has numerous typographical and grammatical errors that do not go to the substance and the subject matter of the Covenants and should be corrected.

The Board therefore further resolves that the above Amendments and Corrections should be placed before the voting membership at the April 28, 2010 annual meeting; for a vote as to the Amendments suggested by the Steering Committee.

DONE AND DATED this 28 day of APRIL, 2010.

