

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CRESTVIEW ESTATES

A development in the town of Pagosa Springs, Colorado

This Declaration of Covenants and Restrictions is made this 26th day of Sept, 1994, by Matthew Carmody, herein referred to as the "Declarant".

WITNESSETH:

WHEREAS, the declarant is the owner of all the real property set forth and described on that certain plat (herein referred to as the "Plat") entitled "CRESTVIEW ESTATES", a subdivision consisting of one unit (herein referred to as the "Subdivision"). The Plat was recorded in the Office of the County Clerk and Recorder of Archuleta County, Colorado, on Sept. 26, 1994, as Reception No. 1914-006849 Plat File No. 347; and 6849

WHEREAS, the real property described in the Plat has been subdivided into numbered lots (herein referred to as "lot" or "lots") and before conveying those lots the Declarant desires to subject and impose upon each of them mutual and beneficial restrictions, covenants, and conditions (herein referred to as "Restrictions") under a general plan or scheme of improvement for the benefit and complement of all the lots in the Subdivision and for the future owners of said lots;

HOWEVER, the Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the Subdivision, improvement and sale of said lots, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the Plat and the Subdivision as a whole.

I. TERMS AND AMENDMENT

All of the Restrictions shall run with the land in perpetuity and shall be binding on all parties having or acquiring any right, title, or interest in the real property or any part thereof subject to these Restrictions.

These Restrictions shall create contractual obligations on the part of both the Declarant and the owners of lots within the Subdivision as well as their respective heirs, successors and assigns, and shall inure to the benefit of and be binding upon those parties.

These Restrictions shall affect, run with, and bind the land for perpetuity unless otherwise amended or terminated as provided for herein.

These Restrictions may be amended only by a duly recorded instrument executed by the owners of at least 66% of the platted lots within the Subdivision. Termination of these Covenants shall occur only by a duly recorded instrument executed by the owners of 100% of the platted lots within the Subdivision and by the mortgages of those owners, if any.

III. PERMITTED USES AND GENERAL PROHIBITIONS

A. All structures shall be constructed of substantially new materials, any construction materials shall be of a type and finish so as not to diminish the visual quality of the environment.

No trailer, mobile home, tent, shack or temporary structure shall be permitted on any lot as a dwelling.

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

Any residence or outbuilding on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, however, that in no event shall such debris remain longer than two months.

All residences shall be connected with a water system, with electricity, and shall utilize individual sewage systems in compliance with permits obtained by each lot owner from the Colorado Department of Health's authorized health agency serving Archuleta County, Colorado. All Sewage lagoons must be constructed and/or landscaped so as not to be visible from any other Subdivision lot, if possible and be constructed so as not to act as a trap for wildlife.

All driveways constructed in the subdivision shall have culverts and or piping to ensure adequate drainage control, roadways shall also be constructed of sufficient and satisfactory material to ensure adequate access for emergency vehicles.

B. No building shall be nearer than fifty feet to front, side or rear property lines.

No more than 10% of the lot area shall be covered by the residence or other structures.

No noxious, offensive, or illegal activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to lot owners or the Subdivision as a whole.

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

No stripped down, partially wrecked, or junk motor vehicles or sizable part thereof shall be permitted to be parked on any lot of the Subdivision.

No commercial or work vehicles, recreational vehicles, camp trailers, camper shells not in use, tractors, boats and boat trailers, snowmobiles, and any other such vehicles or equipment shall be stored on any lot unless they are stored in an enclosed building or screened from view of other lots in the Subdivision.

No live trees larger than four inches in diameter shall be removed from the Subdivision, except where required for building of driveways or structures.

There shall be provided on each lot at least two off-driveway parking spaces having an all weather surface of sufficient size to park two standard size passenger cars.

All fuel tanks shall be stored above ground and trash receptacles, clothes poles or similar equipment shall be screened with appropriate fencing or shrubbery so as not to be visible from any other lot of the Subdivision. Trash receptacles should be of a type and stored in such a way as not to be an attractant to wildlife.

C. Household pets and livestock are permitted on a lot only under the following circumstances. No more than six generally recognized house or yard pets shall be maintained on any lot, and only three of these shall be dogs. Between the hours of 10:00 p.m. and 6:00 a.m. the dogs must be confined indoors or by a restraint system

Up to one animal per acre of livestock or horses are permitted on a lot. No swine are permitted except for Four H purposes. Up to six chickens are permitted in a coup. Adequately fenced areas must be provided for all livestock, including horses.

All household pets and livestock must be confined to the owners lots at all times or confined to the owners control by leash.

Owners shall be aware that pets, livestock, and their feed serves as potential food for coyotes, mountain lions and bears.

D. No property line fence shall be constructed on any lot more than 42 inches in height. Such a fence is adequate to turn livestock but permits passage of wildlife through the Subdivision. All property owners shall maintain at their own expense all perimeter fencing of CRESTVIEW ESTATES located on their lot, this also not to exceed 42 inches in height. Any unnecessary fencing is discouraged.

E. Motorcycles, snowmobiles and other off-road vehicles shall be restricted to use on each owners individual lot. Said vehicles shall also be used in such reasonable times and in such reasonable manners as to not limit the peace and tranquility of other lot owners within the Subdivision.

F. In any legal or equitable proceeding for the enforcement of or to restrain the violation of these Restrictions or any provision hereof, the losing party or parties shall pay the reasonable attorney's fee of the prevailing party or parties in the amount as may be fixed by the court in such a proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

G. Invalidation of any of these Restrictions by judgement of court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

H. The failure of the Declarant to enforce any of these Restrictions herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any of these Restrictions.

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

APPROVED BY OWNER 9-26-94

Matthew C. County
BY BRETT WOODS ATTORNEY IN FACT

Notary Public
My Commission expires 2-14-97
September 26, 1994
Matthew C. County

5/26/95 2:55 PM

Archuleta County, CO
June Madrid, Recorder

(2)

AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR CRESTVIEW ESTATES
A development in the town of Pagosa Springs, Colorado

WHEREAS, Crestview Estates has been duly created within the town of Pagosa Springs, Archuleta County, Colorado. A plat for Crestview Estates was recorded in the Offices of the Archuleta County Clerk and Recorder's office on September 26, 1994 as Reception Number 1994-006848, Plat File Number 397.

WHEREAS, Declaration of Covenants and Restrictions for Crestview Estates was recorded September 26, 1994 as Reception Number 1994-0006849 in the Archuleta County Clerk and Recorder's office.

WHEREAS, said Declaration of Covenants and Restrictions allows for amendment by a duly recorded instrument executed by the owners of at least 66% of the platted lots within the Subdivision. There are only three platted lots within Crestview Estates.

WHEREAS, Brett A. Woods and Tracey M. Woods are owners of Lots 1 and 3, two of the three platted lots within Crestview Estate, thereby being 66.6% owners, entitling them to amend said Declaration.

NOW THEREFORE, Brett A. Woods and Tracey M. Woods hereby amend said Declaration of Covenants and Restrictions for Crestview Estates as follows:

I. TERM AND AMENDMENT

These Restrictions may be amended only a duly recorded instrument executed by the owners of at least 85% of the platted lots within the Subdivision.

II. There is no "II."

III. PERMITTED USES AND GENERAL PROHIBITIONS

A. In addition to trailers, mobile homes, tents, shacks or temporary structures, no modular structures shall be permitted on any lot as a dwelling.

In addition to individual sewage systems, all residences may in lieu thereof, be connected to the sewer system of Pagosa Springs.

B. In addition to buildings, no corrals for animal fencing shall be nearer than fifty feet to front, side or rear property lines.

In addition to stripped down, partially wrecked, junk motor vehicles or sizable part thereof, no transmissions or motors shall be permitted to be parked on any lot of the Subdivision. Such

shall be permitted if garaged.

In addition to commercial or work vehicles, recreational vehicles, camp trailers, camper shells not in use, tractors, boats and boat trailers, and snowmobiles, no motorcycles or all terrain vehicles and any other such vehicles or equipment shall be stored on any lot unless they are stored in an enclosed building or screened from view of other lots in Crestview Estates.

C. The first and second paragraph of C. shall be deleted in its entirety and shall be replaced as follows: No animals except for generally recognized household pets and horses shall be allowed on any of the lots. The maximum number of horses for lots that are ten acres or less shall be two. The maximum number of horses on lots that are more than ten acres shall be four. Adequately fenced areas must be provided for all horses. Household pets shall not include swine, chickens, cows, llamas, or goats.

D. The following shall be added to the provisions contained in paragraph D: No fences shall be constructed of chicken wire or chain link materials.

The following restriction shall be added as paragraph J: No lots shall be subdivided into parcels less than five acres each and no more than four parcels may be created from any original lot (Lots 1,2 and 3). All further subdivision shall be subject to all applicable Pagosa Springs Planning and Zoning rules and regulations. There shall be no more than one single family residential structure and appropriate out buildings on any lot which is less than eight acres. If allowed by the town of Pagosa Springs, on lots larger than eight acres, there may be one single family residential structure, one guest house and appropriate out buildings.

Except as expressly amended herein, the original Covenants and Restrictions for Crestview Estates recorded in the Archuleta County, Colorado Clerk and Recorder's Office on September 26, 1994 as Reception Number 1994-006849 shall remain in full force and effect.

Brett A. Woods
Brett A. Woods

STATE OF COLORADO)

COUNTY OF Summit)

ss.

Tracey M. Woods
Tracey M. Woods

The foregoing instrument was acknowledged before me this 23 day of May, 1995, by Brett A. Woods and Tracey M. Woods.

My commission expires May 1997

In my presence, my hand and official seal,

Virginia Schultz
Notary Public

Rec # 1995003355

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Archuleta County, CO
June Madrid, Recorder

5/26/95 2:55 PM



1

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LOT 1B, CRESTVIEW ESTATES

WHEREAS, Allen P. Layton and Mariko T. Layton are the Declarant and the owners of that real property described on the Replat of Crestview Estates Lot 1, Plat File Index No. 397, a portion of the S $\frac{1}{2}$ Section 11 and N $\frac{1}{2}$ Section 14 T 35N, R2W N.M.P.M., The Town of Pagosa Springs, Archuleta County, Colorado, recorded at in Book Page , as Reception No. 457 of the records of the Clerk and Recorder of Archuleta County, Colorado.

WHEREAS, the Declarant has divided Crestview Estates Lot 1 into Lot 1A and Lot 1B. These Declaration of Covenants and Restrictions apply only to Lot 1B.

WHEREAS, Declarant desires to protect the elk habitat and migration on Lot 1B.

Now therefore, Declarant hereby declares that all of Crestview Estates Lot 1B shall be held, sold and conveyed subject to the following covenants and restrictions which shall run with the land and be binding on all parties having any right, title or interest in Lot 1B, Crestview Estates or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. One single family residential structure and a maximum of three appropriate out buildings such as horse stable, shed, and garage may be constructed. No living quarters may be built except for one single family residential structure.
2. All Covenants and Restrictions for Crestview Estates and all amendments thereto shall be binding on all parties having or acquiring any right, title, or interest in Lot 1B, Crestview Estates property or any part thereof, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hand and seal of ^{May} March 28, 1997.

Allen P. Layton
Allen P. Layton

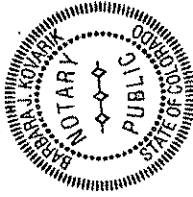
Mariko T. Layton
Mariko T. Layton

STATE OF COLORADO)
)
COUNTY OF ARCHULETA)

ss.

The foregoing instrument was acknowledged before me this 28th day of March, 1997, by Allen P. Layton and Mariko T. Layton.
My commission expires: April 28, 1998
Witness my hand and official seal.

Debra J. Koravik
Notary Public



2

AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR CRESTVIEW ESTATES
A development in the town of Pagosa Springs, Colorado

WHEREAS, Crestview Estates has been duly created within the town of Pagosa Springs, Archuleta County, Colorado. A plat for Crestview Estates was recorded in the Archuleta County Clerk and Recorder's office on September 26, 1994 as Reception Number 1994006848, Plat File Number 397 ("Subdivision"); and

WHEREAS, Declaration of Covenants and Restrictions for Crestview Estates was recorded September 26, 1994 as Reception Number 1994006849 in the Archuleta County Clerk and Recorder's Office ("Declaration"); and

WHEREAS, an Amendment to the Declaration of Covenants and Restrictions for Crestview Estates was recorded May 26, 1995 as Reception Number 1995003355 in the Archuleta County Clerk and Recorder's Office ("Amendment"); and

WHEREAS, Amendment allows for amendment of Declaration and Amendment by a duly recorded instrument executed by the owners of at least 85% of the platted lots within the Subdivision; and

WHEREAS, Allen P. Layton and Mariko T. Layton are the owners of Lot 1A and Lot 1B, Phil Middleton and Irene Middleton are the owners of Lot 2, and Timothy P. White and Victoria M. White are the owners of Lot 3A and Lot 3B. Any person or entity owning Lot 1A, Lot 1B, Lot 2, Lot 3A or Lot 3B shall herein after be referred to as "Owner"; and

WHEREAS, previously recorded Declaration and Amendment are rerecorded directly after this document for reference; and

NOW THEREFORE, the Owners hereby amend Declaration and Amendment for Crestview Estates as follows:

Paragraph C under Section III, PERMITTED USES AND GENERAL PROHIBITIONS in Amendment shall be changed to read as follows: The first and second paragraph of C. shall be deleted in its entirety and shall be replaced as follows: No animals except generally recognized household pets, horses, and llamas shall be allowed on any of the lots. Horses and llamas shall herein after be referred to as "Livestock". The maximum number of Livestock for lots that are ten acres or less shall be two. The maximum number of Livestock on lots that are more than ten acres shall be four. Adequately fenced areas shall be provided for all Livestock. Household pets shall not include swine, chickens, cows, or goats.

Except as expressly amended herein, the original Declaration and Amendment shall remain in full force and effect.

Allen P. Layton
Allen P. Layton

Mariko T. Layton
Mariko T. Layton



State of Colorado)
County of Archuleta) ss.

The foregoing instrument was acknowledged before me this 7th day of June, 1999, by Allen P. Layton and Mariko T. Layton. My commission expires 2-4-2001. Witness my hand and official seal.

Notary Public

Timothy P. White
Timothy P. White
TIM WHITE
att. infact

Victoria M. White
Victoria M. White



State of Colorado)
County of Archuleta) ss.

The foregoing instrument was acknowledged before me this 7th day of June, 1999, by Timothy P. White and Victoria M. White. My commission expires 2-4-2001. Witness my hand and official seal.

Notary Public

Amend. 11-
Rht to: #107

Phil Middleton
Phil Middleton

Irene Middleton
Irene Middleton

State of New Mexico)
County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this 7th day of June, 1999, by Phil Middleton and Irene Middleton. My commission expires 7/31/99 Witness my hand and official seal.



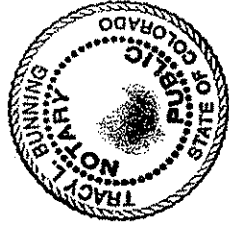
OFFICIAL SEAL
PATRICIA S. JOHNSON
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 7/31/99

Patricia S. Johnson
Notary Public

State of Colorado
County of Archuleta

The foregoing instrument was acknowledged before me this 15th
day of January 1999 Vicki White as att. in fact for Gin
White



Tracy L. Bunning
my date 10/9/2002



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2 of 2 R 11.00 D 0.00 N 0.00 ARCHULETA COUNTY