

TRANSCRIBED COPY

DECLARATION OF RESTRICTIONS

TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee, hereinafter called Declarant, being the owner of all of the following described property situated within the County of Archuleta, State of Colorado:

In Township 35 North, Range 2 West NMPM

Sec. 15: S 1/2 S 1/2

Sec. 21: S 1/2 SW 1/4 SW 1/4,
E 1/2 SW 1/4 and that
part of the E 1/2 NW 1/4
lying South of U.S. Hwy.
No. 160 S 1/2 NE 1/4,
NE 1/4 NE 1/4

Sec. 22: N 1/2, E 1/2 SW 1/4,
W 1/2 SE 1/4, and SE 1/4
SE 1/4

Sec. 23: W 1/2

In Township 35 North, Range 2 1/2 West NMPM

Sec. 25: SE 1/4 SW 1/4, S 1/2 SE 1/4

and desiring to establish the nature of the use and enjoyment of said property, hereby declares that the following covenants, conditions, restrictions and reservations, hereinafter sometimes referred to as "restrictions" shall attach to said real property, and shall form a general plan, and shall constitute covenants running with the land. Declarant anticipates selling and conveying, from time to time, portions of the above described property and any such portion shall hereinafter be referred to as "parcel" and these restrictions shall apply to any and all parcels on the same basis regardless of size.

1. Said parcels are hereby restricted to single family residential dwellings for single family residential use; agricultural type structures and improvements, including barns, for agricultural use; ranching type structures and improvements for ranching use. All buildings or structures erected, placed or permitted upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises. No structure of a temporary character, trailer, tent or shack shall be allowed on any parcel, nor shall any basement, garage, barn or other outbuilding be used at any time as a residence either temporarily or permanently without express written permission from the "Committee of Architecture", hereinafter provided for.

2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for a builder, or Declarant or its designee, to maintain in an orderly condition during the period of construction (not to exceed 150 days) upon such portion of the parcel as such builder or Declarant or its designee may choose, such facilities as may be reasonably required, convenient or incidental to the construction of the improvements.

3. No pigs or swine shall be bred, raised or allowed on any parcel; not more than two goats or sheep shall be bred, raised or allowed on any parcel; not more than 25 horses for each 10 acres owned shall be bred, raised or allowed thereon; no chickens, other than as domestic pets, shall be allowed to run at large.

4. No advertising signs (except one of not more than two square feet "for rent" or "for sale" sign per parcel) shall be erected, placed or permitted on any parcel without the express written consent of the said Committee of Architecture. No billboards, unsightly objects or nuisances shall be erected, placed, allowed or permitted to remain on any parcel, nor shall any parcel be used in any way for any purpose which may endanger the health or unreasonably disturb the buyers or owners of any parcel. The Declarant or its designee shall have the right to inspect any and all outbuildings which house either fowl or animals to determine if such is being maintained in a sanitary condition. If such conditions are not deemed to be clean and sanitary, then the Declarant or its designee shall so inform the owner of such premises, in writing, of the conditions to which it objects, and the owner shall have a period not to exceed fifteen (15) days, from date of such notice in writing, to remedy and correct the unclean or unsanitary condition of the premises to the full and complete satisfaction of the Declarant or its designee. Further no business or commercial activity, other than the conducting of a farm, ranch, dude ranch or horse stables shall be permitted. Nothing herein contained shall be construed to prohibit the conducting of a medical, dental or legal office on any parcel. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, If any, of the Declarant or its designee.

5. All rubbish, trash, garbage or other waste material shall be removed forthwith and shall not be allowed to accumulate on any parcel. Failure to comply with this provision automatically grants a right to Declarant or Its designee to enter upon any parcel for purposes of removing said rubbish, trash, garbage, or other waste material and all expenses so incurred by Declarant or its designee shall be a charge against the parcel and until paid shall constitute a lien upon the parcel which may be foreclosed pursuant to the laws governing mechanics' liens. Unless evidence of said lien is properly recorded in the Archuleta County Recorder's office, third parties shall have no duty to make inquiry as to the existence of any such lien.

6. When, as and if, any central water and/or sewage system comes into existence, all buildings required to have plumbing, as provided herein, shall be connected to said system(s) at buyer's or owner's expense within six months of the date the system(s) is respectively available for hook-up. After such facilities are available, no construction shall commence unless and until arrangements for hook-up and any connection charge has been paid to the appropriate owners of the systems.

7. No structure of any kind for the housing of animals or fowl shall be located closer than 100 feet from any parcel boundary line; no structure of any kind for the housing of animals or fowl shall be located closer than 25 feet to any residential dwelling even though a residential dwelling shall be located upon the same parcel and under the same ownership as a structure for the housing of animals or fowl.

8. Not more than three residential dwellings shall be erected, placed or permitted per acre; no residential dwelling shall be located closer than 55 feet from any parcel boundary line; no residential dwelling shall be located closer than 20 feet to any other residential building. No residential dwelling shall contain less than 1,000 square feet of actual living area. No structure of any kind shall exceed 25 feet in height.

9. No parcel shall be divided into any subparcels by a subdivision plat thereof, or otherwise, until the purchase price due Declarant, its successors or assigns, has been paid in full.

10. No building, fence, patio or other structure shall be erected, altered, added, to, placed, or permitted to remain on any parcel until and unless the plans thereof showing floor area, external design, structural details, a section through the building, foundation plan, and a plot plan showing location of the proposed improvement, in proper scale to the dimensions of the property upon which it is being placed, shall have been first delivered and approved in writing by a majority of the Architectural Committee hereinafter sometimes called "Committee". If the plans and specifications are not disapproved in writing within 45 days from the date of their submittal to the Committee, said plans and specifications shall be deemed to be approved. The Committee may require a reasonable fee prior to checking and approving said plans and specifications. Declarant or its designee shall appoint the Committee of Architecture. The Committee is to consist of not less than three persons, the initial members of which shall be: GORDON BENEDICT, CALVIN C, PERKIN and RAYMOND L. LANDRUM; and Declarant or its designee shall have the power to expand the Committee and fill any vacancy on the Committee caused by death, resignation, disability or the election of Declarant or its designee. The Committee shall adopt reasonable rules and regulations concerning its conduct, hours of availability to such persons requiring its service and it shall provide for such meeting as may be necessary in the orderly pursuit of its tasks. Such rules and regulations may be changed from time to time by a majority vote of the Committee but none of such rules and regulations or amendments thereto are to be construed or deemed a part of these restrictions. It shall be the general purpose of the Committee to provide for the maintenance of a high standard of architecture and general construction in such a manner as to enhance aesthetic properties and structural soundness and the Committee's decision to allow or deny the construction of any building, fence, patio or other structure shall be final. All appropriate structures shall conform to the requirements of the Uniform Building Code as published by the International Conference of Building Officials and the National Electrical Code, as published by the National Fire Protection Association,

current editions. In the event the County of Archuleta, or other governmental type body having jurisdiction, has a code in conflict with the provisions hereof, the code shall prevail when by complying with these restrictions a violation of minimum standards as set forth in the code would occur. Notwithstanding any other provisions hereof it shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval for exceptions to these restrictions. Variations from these restrictions may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the parcels and are not in any way detrimental to the public welfare, value or to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee.

11. Any permanent structure designed for human habitation must contain at least one bathroom installed within the confines of the permanent structure; said bathroom is to contain at least one water closet, lavatory, bathtub and/or shower stall facilities. All structures for human habitation must have a water supply which complies with the State of Colorado and County of Archuleta regulations, if any, and approved by the Committee. No outside toilets or privies shall be allowed to service any permanent structure for human habitation.

12. The restrictive covenants, conditions, limitations and agreements herein contained shall run with the Land for a term of twenty (20) years from the date these restrictions are recorded, after which time said restrictions shall, unless terminated by the record owners, automatically be extended for successive periods of ten (10) years and shall be binding upon all persons purchasing, leasing, owning or occupying any lot or lots. Provided, however, that the violation or breach of any covenant., restrictions, reservation and/or condition, or any right of re-entry by reason thereof, shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said parcel or portion thereof. Each and all of said covenants, restrictions, reservations and conditions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale, or otherwise, and provided also that the breach of any of said covenants, restrictions, reservations and conditions may be enjoined, abated or remedied by appropriate legal proceedings, notwithstanding the existence of any lien, deed of trust or mortgage instrument. These restrictions may be enforced by any person, whether natural or corporate, who has a legal or equitable interest in any parcel; further these restrictions may be enforced by Declarant or its designee whether or not it has a legal or equitable interest in any parcel. Failure to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any and all instruments of conveyance of any interest in all or part of any parcel shall contain reference to this instrument and shall be subject to the covenants, restrictions, reservations and conditions herein set forth as fully as though said terms and conditions of this instrument were therein set forth in full; provided, however, that the restrictive covenants, terms and conditions of this instrument shall be binding upon all persons affected by the same whether express reference is made to this instrument or not.

13. These restrictions may be amended by an instrument signed by the owners of record title of not less than 75% of the land described on the first page-hereof. Any amendment must be properly recorded.

14. The invalidity of any one of the covenants, restrictions, reservations or conditions herein contained by judgment, decree or court order, shall in nowise affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

15. The provisions herein contained shall be binding upon and inure to the benefit of all parties and parcels affected by these restrictions.

DATED this 16th day of January 1969.

TRANSAMERICA TITLE INSURANCE COMPANY, a
California corporation, as Trustee

Note: This document is a transcription by scanning of the original Alpha Subdivision Declaration of Restrictions (a.k.a. Conditions, Covenants, and Restrictions). It is provided only as a convenience for interested parties.

This document does NOT replace or supersede the official Declaration of Restrictions.

A copy of the original, official document can be obtained from the Archuleta County Recorder.



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Amendment to the Declaration Of Restrictions

Recitals

WHEREAS, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee (hereinafter "Declarant") was formerly the owner of all of the following described real property (hereinafter "Property") situated within the County of Archuleta, State of Colorado:

In Township 35 North, Range 2 West NMPM Sec.15:
S1/2S1/2

Sec. 21: S 1/2 SW 1/4 SW 1/4, E 1/2 SW 1/4 and that part of the E 1/2 NW 1/4 lying South of U.S. Hwy. No. 160 S 1/2 NE 1/4, NE 1/4 NE 1/4

Sec.22: N 1/2, E 1/2 SW 1/4, W 1/2 SE 1/4, and SE 1/4
SE 1/4 Sec. 23: W 1/2

In Township 35 North, Range 2 1/2 West NMPM
Sec.25: SE1/4SW1/4,S1/2SE1/4.

WHEREAS, Declarant caused the Declaration of Restrictions to be recorded in the real property records of Archuleta County at Reception No. 71788, Book 120 Pages 74 to 78, on January 17, 1969. And a Supplemental Declaration of Restrictions was recorded at Reception No. 117710, Book 201 Pages 15 to 29, on August 2, 1983 (hereinafter collectively called "Declaration").

WHEREAS, such Declaration attached to the Property, formed a general plan, and constituted covenants running with the land.

WHEREAS, the stated intent of the Declaration, at Article 1, was to limit the use of the Property to "to single family residential dwellings for single family residential use; agricultural type structures and improvements, including barns, for agricultural use;

Rtn:

CATHEY WETZEL
WILL PICK UP

ranching type structures and improvements for ranching use.”

WHEREAS, the Declaration initially set the density standards for residential dwellings on said real property, at Article 8, as among other restrictions, “Not more than three residential dwellings... per acre.”

WHEREAS, all of the Property is currently zoned by Archuleta County as either Agricultural/Ranching (AR), which “is intended to be generally consistent with the Very Low Density Residential land use,” or Agricultural Estate (AE), which “is intended to be generally consistent with the Low Density Residential land use.”

WHEREAS, the undersigned owners of the Property now desire to amend the Declaration to conform to the density requirements currently imposed by the Archuleta County Land Use Regulations in order to maintain the character of the Property.

WHEREAS, the Declaration, at Article 13, expressly allows for its amendment as follows:

These restrictions may be amended by an instrument signed by the owners of record title of not less than 75% of the land described [herein]. Any amendment must be properly recorded.

NOW THEREFORE, the owners of record title of not less than 75% of the land described herein do hereby amend the Declaration as follows by signing and recording this instrument.

Article 8 shall be amended in its entirety to state as follows:

8. With the exception of parcels currently existing at the time of this amendment, no lot, parcel, or tract shall be smaller than five (5) acres. Residential dwellings are limited to not more than two (2) dwellings per lot, parcel, or tract up to thirty five (35) acres. More than two (2) dwellings on lots, parcels, or tracts of 35 acres

or more may be permitted for active agricultural businesses such as farms and ranching operations, where the associated Land Use Permit has been approved pursuant to the Archuleta County Land Use Regulations. No residential dwelling shall be located closer than 55 feet from any parcel boundary line; no residential dwelling shall be located closer than 20 feet to any other residential building. No residential dwelling shall contain less than 1,000 square feet of actual living area. No structure of any kind shall exceed 25 feet in height.

Except as amended by the terms of this Amendment, the original Declaration shall remain in full force and effect.

This Amendment shall be effective upon Recording.

ADDITIONAL SIGNATURE PAGES FOLLOW

Amendment to the Declaration Of Restrictions

Recitals

WHEREAS, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as Trustee (hereinafter "Declarant") was formerly the owner of all of the following described real property (hereinafter "Alpha Property") situated within the County of Archuleta, State of Colorado:

In Township 35 North, Range 2 West NMPM Sec.15: S1/2S1/2

Sec. 21: S 1/2 SW 1/4 SW 1/4, E 1/2 SW 1/4 and that part of the E 1/2 NW 1/4 lying South of U.S. Hwy. No. 160 S 1/2 NE 1/4, NE 1/4 NE 1/4

Sec.22: N 1/2, E 1/2 SW 1/4, W 1/2 SE 1/4, and SE 1/4 SE1/4

Sec. 23: W 1/2

In Township 35 North, Range 2 1/2 West NMPM Sec.25:
SE1/4SW1/4,S1/2SE1/4.

WHEREAS, Declarant caused the Declaration of Restrictions to be recorded in the real property records of Archuleta County at Reception No. 71788, Book 120 Pages 74 to 78, on January 17, 1969. And a Supplemental Declaration of Restrictions was recorded at Reception No. 117710, Book 201 Pages 15 to 29, on August 2, 1983 (hereinafter collectively called "Declaration").

WHEREAS, such Declaration attached to the Alpha Property, formed a general plan, and constituted covenants running with the land.

WHEREAS, the Alpha Property was depicted on a plat recorded in the real property records of Archuleta County at Reception No. 72213 on January 17, 1969 and which plat was updated or amended by another plat recorded in the real property records of Archuleta County at Reception No. 91872 on March 17, 1978 (collectively "Plats").

WHEREAS, FCBMD CO, LLC, ("Owner"), a Texas limited liability company, is the owner of the following described real property (hereinafter "FCBMC Property") situated within the County of Archuleta, State of Colorado:

A tract of land being a portion of the NE1/4NW1/4 of Section 21, Township 35 North, Range 2 West, N.M.P.M., lying South of the Southeasterly right of way line of U.S. Highway 160 as it existed on October 14, 1985, with all measured distances as shown on that "Results of Survey", recorded as Reception No. 135026, Archuleta County Records and Westerly of Alpha Drive and being more specifically described as follows:

Commencing at the Southwest corner of said NE1/4NW1/4 in Section 21;

Thence North 00° 15' 16" East a distance of 306.41 feet to the Southeasterly right of way line of U.S. Highway 160;

- " North 56° 17' 18" East (North 56° 17' 10" East measured) along said right of way line a distance of 1470.28 feet to the Westerly boundary line of "Alpha Drive";
- " along the Westerly boundary line of said Alpha Drive 31.42 feet through a curve to the right having a radius of 20.00 feet, and a delta angle of 90°;
- " continuing along the Westerly boundary line of said Alpha Drive 100.47 (101.83 measured) feet along a curve to the right having a radius of 170.00 (172.24 measured) feet, and a delta angle of 33° 51' 38" (33° 52' 24" measured), to a point (as also shown on that Alpha Drive plat recorded as Reception No. 76769, Archuleta County Records);
- " South 00° 08' 56" West (South 00° 09' 34" WEST measured) a distance of 1045.91 (1045.23 measured) feet along the Westerly boundary line said Alpha Drive to a point on the South boundary line of said NE1/4NW1/4 (as also shown on that Alpha Drive plat recorded as Reception No. 76769, Archuleta County Records);
- " North 88° 54' 29" West a distance of 1278.40 feet along the South boundary line of said NE1/4NW1/4 to the point of beginning.

WHEREAS, the FCBMD Property is located within the legal description of the Alpha Property but is not depicted on either of the Plats.

WHEREAS, the restrictive covenants set forth in the Declaration have never been enforced on the FCBMD Property.

WHEREAS, the undersigned owners of the Alpha Property now desire to amend the Declaration to confirm that the FCBMD Property is not subject to the Declaration.

WHEREAS, the Declaration, at Article 13, expressly allows for its amendment as follows:

These restrictions may be amended by an instrument signed by the owners of record title of not less than 75% of the land described [herein]. Any amendment must be properly recorded.

NOW THEREFORE, the owners of record title of not less than 75% of the land described herein do hereby amend the Declaration as follows by signing and recording this instrument.

Legal description shall be amended in its entirety to state as follows:

all of the following described real property (hereinafter "Alpha Property") situated within the County of Archuleta, State of Colorado:

In Township 35 North, Range 2 West NMPM Sec.15: S1/2S1/2

Sec. 21: S 1/2 SW 1/4 SW 1/4, E 1/2 SW 1/4 and that part of the E 1/2 NW 1/4 lying South of U.S. Hwy. No. 160 S 1/2 NE 1/4, NE 1/4 NE 1/4

Sec.22: N 1/2, E 1/2 SW 1/4, W 1/2 SE 1/4, and SE 1/4 SE1/4

Sec. 23: W 1/2

In Township 35 North, Range 2 1/2 West NMPM Sec.25:
SE1/4SW1/4,S1/2SE1/4.

Less and except:

A tract of land being a portion of the NE1/4NW1/4 of Section 21, Township 35 North, Range 2 West, N.M.P.M., lying South of the Southeasterly right of way line of U.S. Highway 160 as it existed on October 14, 1985, with all measured distances as shown on that "Results of Survey", recorded as Reception No. 135026, Archuleta County Records and Westerly of Alpha Drive and being more specifically described as follows:

Commencing at the Southwest corner of said NE1/4NW1/4 in Section 21;

Thence North 00° 15' 16" East a distance of 306.41feet to the Southeasterly right of way line of U.S. Highway 160;

" North 56° 17' 18" East (North 56° 17' 10" East measured) along said right of way line a distance of 1470.28 feet to the Westerly boundary line of "Alpha

Drive”;

- “ along the Westerly boundary line of said Alpha Drive 31.42 feet through a curve to the right having a radius of 20.00 feet, and a delta angle of 90°;
- “ continuing along the Westerly boundary line of said Alpha Drive 100.47 (101.83 measured) feet along a curve to the right having a radius of 170.00 (172.24 measured) feet, and a delta angle of 33° 51' 38" (33° 52' 24" measured), to a point (as also shown on that Alpha Drive plat recorded as Reception No. 76769, Archuleta County Records);
- “ South 00° 08' 56" West (South 00° 09' 34" WEST measured) a distance of 1045.91 (1045.23 measured) feet along the Westerly boundary line said Alpha Drive to a point on the South boundary line of said NE1/4NW1/4 (as also shown on that Alpha Drive plat recorded as Reception No. 76769, Archuleta County Records);
- “ North 88° 54' 29" West a distance of 1278.40 feet along the South boundary line of said NE1/4NW1/4 to the point of beginning.

Except as amended by the terms of this Amendment, the original Declaration shall remain in full force and effect.

This Amendment shall be effective upon Recording.

This undersigned President of the Alpha Property Owners Association of Archuleta County, Colorado has certified that the following signatures represent the owners of record title of not less than 75% of the land described in the Declaration.


President

ADDITIONAL SIGNATURE PAGES FOLLOW