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AQUA VISTA SUBDIVISION
DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

The undersigned are owners of the following described property in the County of Archuleta, State of Colorado and located in the SE1/4SW1/4 of Section 4 and the N1/2N1/2 of Section 9, Township 32 North, Range 5 West, N.M.P.M., known as Aqua Vista Subdivision according to a plat recorded on the 5th day of August, 1998, Reception No. 98006513

Grantors hereby make and declare the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon grantors and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect.

1. Single Family Residence. Each lot shall be for a single family residence with no more than one guest house. The guest house is not to be leased, sublet or sold separately from the main house.

2. Building. The exterior of any building must be completed within twelve (12) months after the start of construction. No buildings shall exceed two (2) stories in height, excluding walk-out basements.

3. Building Set Back. No buildings (residences, garages, barns, storage sheds, etc.) or other above ground structures, not including fences, shall be constructed within fifty (50) feet of any property line adjoining another lot within the subdivision unless prior written permission is obtained from the owner of said adjoining lot. Lots 1, 2 and 3 will have a 100 foot set back from their southernmost border running parallel with County Road 500. Each owner shall maintain a defensible fire perimeter around his/her home.

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4. Activity. No noxious or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

5. Animals. All animals within the subdivision must be kept under control and on the owner's property. Each owner with animals shall be required to fence his lot in a manner which shall contain any domestic animals and/or livestock. In no event, shall any owner permit his animals to become a nuisance or otherwise cause a disturbance for other owners, such as, but not limited to, excessive barking or chasing wildlife or livestock. No pigs, goats or sheep will be kept on the properties at any time with the exception of 4H projects. Animal pens and/or yards are to be maintained and kept in such a manner as to minimize dust and insects affecting neighboring lots.

6. Utilities. All new utilities shall be kept underground.

7. Sewer Systems. All sewer systems must be approved by the proper health agency.

8. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed animal proof containers. All equipment and containers shall be screened or so placed and kept in a manner that they are not visible from other lots or common roads within the subdivision. The lot shall not be permitted to become cluttered, littered or unsightly. No trash shall be burned upon any lot.

9. Fences. Any fences constructed around the perimeter of a lot shall be built to comply with Division of Wildlife recommendations to prevent interference with wildlife movement. It is encouraged, but not required, that all other fences also be constructed to these same Division of Wildlife recommendations to minimize any impacts on wildlife.

10. Vehicles. Inoperable trucks, trailers, motor homes, campers, boats, commercial vehicles and all vehicles otherwise not in use shall not be kept, placed or maintained upon any lot in a manner that such vehicle is visible from other lots or common



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roads within the subdivision. The provisions of this paragraph shall not apply to temporary construction equipment and facilities maintained during and used exclusively in connection with the construction of any dwelling or other improvement on a lot. Snowmobiles, ATV's motorcycles and the like shall be equipped with adequate mufflers and shall not be operated in such a manner as to generate excessive noise. Motorized vehicles shall not exceed fifteen (15) miles per hour on all subdivision roads.

11. Hunting and Shooting. Hunting and discharge of firearms is strictly prohibited within the subdivision.

12. Hazardous Materials. No owner shall store flammable oil, fluids, explosives or any other articles deemed hazardous to life, limb, or the improvements within the project, except those articles used in the normal course of residential living.

13. Weed Abatement. Each lot shall be kept free of noxious weeds.

14. Commercial Activities. Limited commercial activities shall be allowed. There shall be no industrial activities (i.e. medium to heavy manufacturing, garage/gasoline facilities, etc.) within the subdivision and no retail type operations on Lot 5. Each owner may maintain an office for professional, or business, or mail order sales in the residence, provided that the primary use of the lot and the residence shall remain residential. An owner may grow crops or other plants for resale on his lot provided that no selling occurs on the lot. No commercial activity shall increase the water usage beyond that of a normal home site.

15. Mineral Activity. No oil, gas drilling or extraction thereof or mining operations shall be permitted on any lot. This provision shall not be deemed to restrict the rights, if any, as held or reserved by other related to oil, gas or other mineral rights.

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15. Property Owners Association. Each lot owner shall be a member of the AVS HOA which association shall govern the application of these CC&Rs under the provisions of the Colorado Common Interest Ownership Act.

17. Bureau of Reclamation Access. Aqua Vista Subdivision is attempting to purchase the 60 foot strip of land between the Southern boundary of the subdivision and County Road 500 from the Bureau of Reclamation, U.S. Department of Interior.

Until that time, the property owners of AVS will access their land via a 25 year license No. 97000929 from the Bureau of Reclamation which has already been purchased, prepaid and filed for that initial 25 year period. It is understood that this license may be renewed for an additional 25 years upon conditions contained in this license. The Property Owners Association shall be responsible for compliance with all conditions of the permit and assumes the obligations of developers to the Bureau of Reclamation.

18. Road Maintenance Covenant. Samuel's Court, as shown on the plat, services Lots 2, 3 and 4 and properties not in the subdivision, but owned by Samuel Strauss and Anita Strauss. The Property Owners Association shall assume the obligation and be responsible for road maintenance.

The owner of Lot 1 shall not be obligated to contribute to any of the road maintenance or snow removal for Samuel's Court.

The owner of Lot 5 shall not be obligated to contribute to any assessment for Samuel's Court, but shall be obligated to participate in the road maintenance obligations of Andrews Subdivision, should such facilities be extended to them.

Road maintenance and repair shall include grading and regravelling of Samuel's Court after the initial construction is completed. Snow removal shall be on an as needed basis.

19. Lots 1 and 2 share a well. Lots 3 and 4 share a well. The following obligations shall apply as between the owners of Lots 1 and 2 as to each other and the owners of Lots 3 and 4, as to each other and shall be governed by the Property Owners Association.

The cost of maintenance, repair, upkeep and utilities for the common well and pump house and related equipment and the pipeline extending from the pumphouse to the property line of each user shall be shared one-half by each user. Maintenance shall also include such activities as are necessary to comply with the provisions of the Colorado Department of Health or any similar agency with respect to water quality.

The owner of a lot upon which the well is located grants to both lot owners an easement for the maintenance contemplated by this covenant.

20. Duration and Modification. These covenants shall run without alteration for five years, after which time they will be renewed automatically for consecutive five year terms. These covenants may be renewed, modified or extended at any time after the initial five year sequence by a simple majority vote of the five property owners.

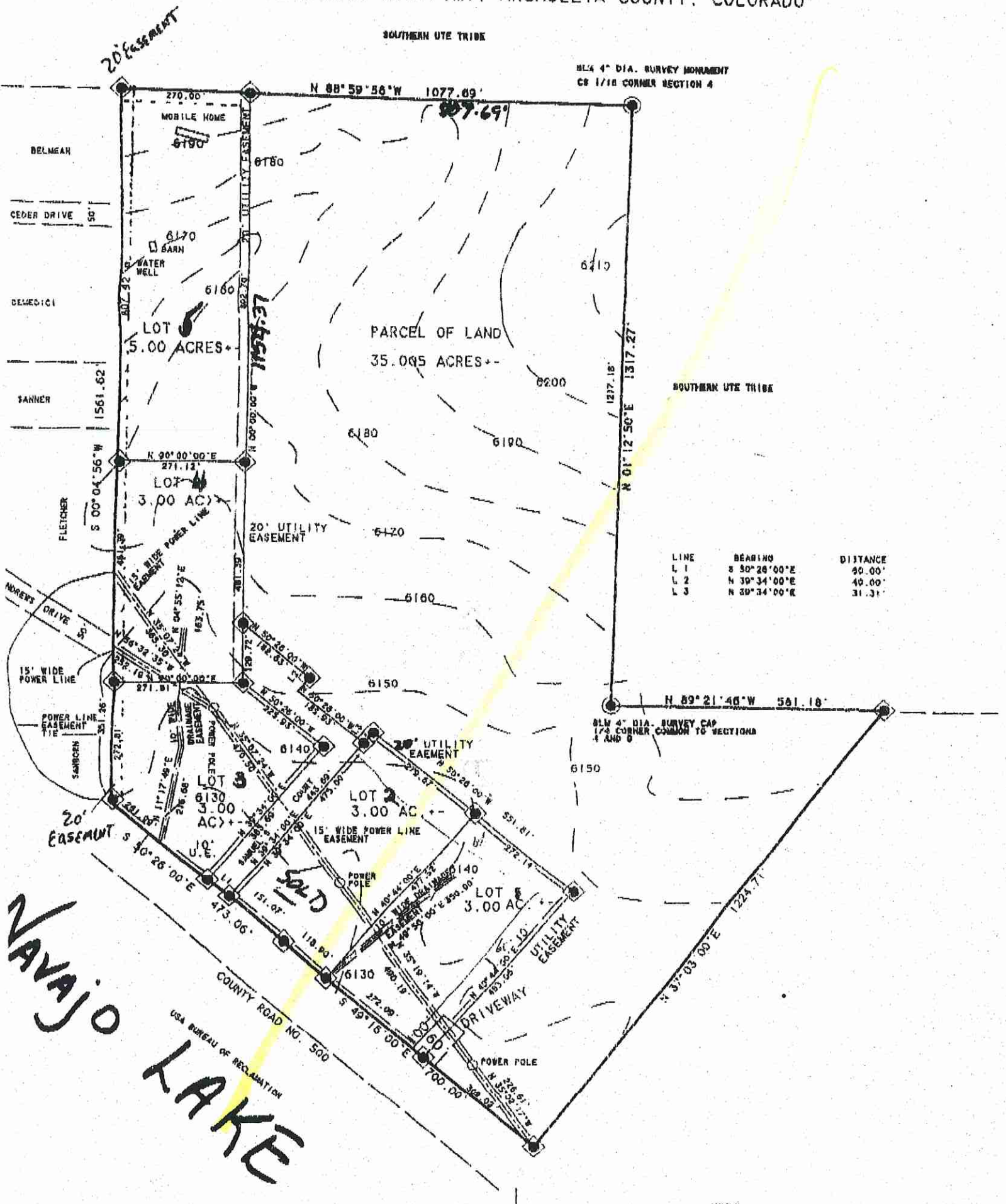
21. Severability. Invalidation of any one of these covenants by judgment or Court decree shall not effect or impair the terms, provisions and conditions of any other covenant contained herein, which covenant shall remain in full force and effect.



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Aqua Vista Subdivision at LAKE NAVAJO

IN SECTIONS 4 AND 9. T32N. R5W. N.M.P.M., ARCHULETA COUNTY, COLORADO



SOUTHERN UTE TRIBE

BLM 4" DIA. SURVEY MONUMENT
CS 1/18 CORNER SECTION 4

LINE	BEARING	DISTANCE
L 1	S 50°26'00"E	50.00'
L 2	N 39°34'00"E	49.00'
L 3	N 39°34'00"E	31.31'

BLM 4" DIA. SURVEY CAP
1/4 CORNER COMMON TO SECTIONS
4 AND 9

SOLD

NAVAJO
LAKE

USA BUREAU OF RECLAMATION

COUNTY ROAD NO. 500