

DECLARATION OF RESTRICTIONS

PAGOSA MEADOWS, UNIT III

I hereby certify that this instrument was filed
for record in my office at 2:30 o'clock P.M.
May 23 1972 and is duly
recorded in Book 128 Page 72
Felicia Gardner
Recorder

THIS DECLARATION is made this 2nd day of May 1972 by EATON INTERNATIONAL CORPORATION, a Delaware corporation, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on those certain plats (herein collectively called "the plat") entitled PAGOSA MEADOWS, UNIT III, a subdivision of Pagosa, recorded May 23, 1972 in the Public Records of Archuleta County, Colorado, on folio pages 141 through 144 inclusive, and are made a part hereof and incorporated herein by reference; and

WHEREAS, the real property described in the plats has been subdivided into numbered parcels identified on the plat as lots, which lots comprise one (1) subdivision (herein called "Subdivision"), which is one (1) of several subdivisions in the Pagosa general development (herein called "Development"), which said lots in PAGOSA MEADOWS, UNIT III Declarant desires to be subject to the terms of a Declaration of Restrictions made on the ninth (9th) day of September 1971 and recorded on the thirteenth (13th) day of September 1971 in the Public Records of Archuleta County, Colorado, in Book 126, at pages 95 through 105 inclusive, which are made a part hereof and are incorporated herein by reference.

NOW, THEREFORE, Declarant hereby declares that all of said lots in PAGOSA MEADOWS, UNIT III 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.

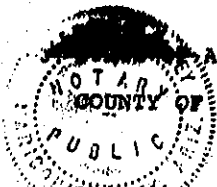
IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

EATON INTERNATIONAL CORPORATION,
a Delaware corporation

By: Ralph H. Eaton
President

ATTEST:

David H. Eaton
Secretary



ARIZONA)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me this 2nd day of May 1972 by Ralph H. Eaton and David H. Eaton as President and Secretary respectively of EATON INTERNATIONAL CORPORATION, a Delaware corporation.

David P. Eaton
Notary Public

My commission expires February 5, 1976.

Recorded **AUG - 2 1983** 8:35 A.M.
Recpt. **117710** Martha Valdez-Reanier
J.J.

SUPPLEMENTAL DECLARATION OF RESTRICTIONS

FOR

FAIRFIELD - EATON, INC.

This Supplemental Declaration of Restrictions (hereinafter referred to as Supplemental Declaration) made and entered into this 26th day of July, 1983, by and between Fairfield - Eaton, Inc., a Delaware Corporation, (hereinafter referred to as Declarant) and Colorado Land Title Company, a Colorado Corporation, (hereinafter referred to as Title Company) parties of the first part ; and SUCCESSORS IN TITLE TO DECLARANT AND/OR TITLE COMPANY IN AND TO ANY AND ALL NUMBERED LOTS IN THE HEREINAFTER ENUMERATED SUBDIVISIONS WHICH LOTS ARE EITHER OWNED BY DECLARANT AND/OR TITLE COMPANY AT THE DATE OF RECORDATION OF THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS OR ARE HEREAFTER ACQUIRED BY DECLARANT AND/OR TITLE COMPANY, ITS SUCCESSORS OR ASSIGNS, parties of the second part;

For the purpose of this Supplemental Declaration the term "lot" shall mean and include any and all townhouses and condominiums platted of record, any and all timeshare units platted of record, and any and all land subdivided and platted of record as single family residences;

WITNESSETH:

WHEREAS, Declarant is the developer of that certain resort development known as "Fairfield Pagosa" located in Pagosa Springs, Archuleta County, Colorado; and

WHEREAS, Declarant has conveyed the legal title to certain properties in Fairfield Pagosa to Title Company pursuant to a Title Clearing Agreement dated June 21, 1983 for the purpose of providing a convenient method of conveying title, releasing encumbrances and protecting the interest of the parties as their interests may appear; and

WHEREAS, Declarant is the developer of certain lots in the subdivisions hereinafter enumerated, which subdivisions are located in Fairfield Pagosa,

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SUPPLEMENTAL DECLARATION OF RESTRICTIONS

PAGOSA MEADOWS, UNIT III

THIS SUPPLEMENTAL DECLARATION is made this 17th day of June, 1991 by Fairfield Pagosa, Inc. a Delaware Corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant, by and through its predecessor in title, Navajo Trail Corporation by Transamerica Title Company, caused to be filed certain Declarations of Restrictions Pagosa Meadows, dated May 25, 1970 for Pagosa Meadows recorded in docket 73296 and in Book 128, Page No. 213-223 in the Public Records of Archuleta County, Colorado, and

WHEREAS, Declarant, by and through its predecessor in title, Eaton International Corporation, caused the real property set forth and described on these certain plats entitled Pagosa Meadows, Unit III, a subdivision of Pagosa, recorded May 23, 1972 in the Public Records of Archuleta County, Colorado, on folio pages 141 through 141-d inclusive and further caused to be recorded certain Declaration of Restrictions, dated September 9, 1971 and recorded September 13, 1971 in Book 126, at Pages 95 through 105 inclusive and Declaration of Restrictions of Pagosa Meadows, Unit III dates 2nd day of May, 1972 and recorded on the 23rd day of May, 1972 in Book 128, Page 72, all in the Public Records of Archuleta County, Colorado, and

WHEREAS, Declarant, Fairfield Pagosa, Inc., by and through Colorado Land and Title Company as Nominee and legal title holder, desires to resolve any question of the applicability of the above referenced Declaration of Restrictions as to Tracts 1, 2, 3 & 4 as same are reflected upon the above referenced recorded plats and further desirous of causing the above referenced Tracts 1, 2, 3 & 4 to be subjected to the terms and provisions of the above referenced Declaration, the terms and provisions thereof being made a part hereof and incorporated herein by reference.

NOW, THEREFORE, Declarant, and Colorado Land and Title Company as Nominee and as legal title holder, hereby declares that Tracts 1, 2, 3 & 4 inclusive as same are platted in Pagosa Meadows, Unit III in folio pages 141 through 141-d inclusive are held and should be held, conveyed, hypothecated or encumbered; leased, rented, used, occupied and improved, subject to the Declaration of Restrictions referred to above, which are made a part thereof and incorporated herein by reference.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the day and year first above written and Colorado Land and Title Company as nominee and as legal title holder hereby joins and executes this Supplemental Declaration on the 17th day of June, 1991.

FAIRFIELD PAGOSA, INC.

BY: Jim Beckham, Jr.
Jim Beckham
Executive Vice President

ATTEST:

Bettye McQuinn
Bettye McQuinn
Assistant Secretary

COLORADO LAND TITLE COMPANY

BY: Robert W. P. Tolson
Title President

ATTEST:

Margaret E. P.
Title Secretary

Recorded JAN 11 1978 At 10:05 A.M.
Recpt. No. 90305 Felima Gardner-- Recorder XR

AMENDMENT TO RESTRICTIONS

EATON INTERNATIONAL CORPORATION, having adequate ownership and/or consents pursuant to the below referred Declaration of Restrictions, hereby Amends the said Declaration of Restrictions recorded as follows in the office of the Archuleta County, Colorado Recorder:

RECORDED:

- | | |
|-----------------------|--------------------|
| 1. September 13, 1971 | Book 126, Page 95 |
| 2. May 23, 1972 | Book 128, Page 72 |
| 3. June 7, 1973 | Book 132, Page 250 |
| 4. June 24, 1970 | Book 122, Page 224 |
| 5. September 13, 1971 | Book 126, Page 71 |
| 6. June 4, 1973 | Book 132, Page 245 |
| 7. June 4, 1973 | Book 132, Page 231 |
| 8. November 5, 1973 | Book 134, Page 35 |
| 9. November 5, 1973 | Book 134, Page 37 |
| 10. March 1, 1972 | Book 127, Page 275 |
| 11. June 6, 1972 | Book 128, Page 264 |

As to all the above, whether directly recited or incorporated by reference, the first and second paragraphs of Paragraph 7D of 1, 2, 3 above, and the first and second paragraphs of Paragraph 11D of 4 through 11 above are amended to read as follows:

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to assess and collect from every member of the Association a uniform annual charge per single-family residential lot within the Subdivision. The amount of such charge is to be determined by the Board of Directors of the Association for the purposes set forth in the Articles of Incorporation, and the charge in no event shall be less than as follows:

\$21.00 annually, for the initial lot owned, plus \$1.00 per year for each additional lot owned in the same name;

\$27.00 annually, where a lot has been improved with a living unit,

and provided further that no such charge shall ever be made against, or be payable by, the Declarant, the Association itself, or any entity that may be created to acquire title to, and operate, the water or sewer utilities serving the Subdivision, any commercial operations or any waterway, beach, access tract, marina, golf course, tennis courts, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision.

Plats of said subdivisions being recorded in the Archuleta County Recorder's Office in the Books at the Pages hereinafter enumerated, the aforesaid subdivisions and the recordation data of the respective plats and Declaration of Restrictions being attached hereto as Exhibit A; and

WHEREAS, Declarant is also the owner and/or developer of certain unnumbered land or lands in Fairfield Pagosa which lands are intended for commercial, multiple dwelling, condominium or hotels, or recreational uses; and,

WHEREAS, certain of the aforesaid unnumbered land or lands have been developed by Declarant as recreational amenities; and,

WHEREAS, Declarant may hereafter develop other of said lands as recreational amenities; and,

WHEREAS, the recreational amenities hereinabove referred to include or may hereafter include but shall not be limited to, dams, lakes, beaches, golf courses, tennis courts, swimming pools, club houses and adjacent clubhouse grounds, and campgrounds; and

WHEREAS, the aforesaid recreational amenities are provided to further and promote the community welfare of property owners in Fairfield Pagosa; and

WHEREAS, any or all of the aforesaid recreational amenities may be conveyed by the Declarant or the operation thereof may be transferred to one or more non-profit property owners associations, whereupon the maintenance, repair, and upkeep, of such recreational amenities will be provided by said association(s); and

WHEREAS, Declarant desires to insure the maintenance, repair, and upkeep of such recreational amenities until such time if ever, as any or all of such recreational amenities may be conveyed or the operation thereof transferred to one or more non-profit property owners associations; and

WHEREAS, Declarant also desires to insure that all purchasers of lots in the subdivisions hereinafter enumerated in Exhibit A will be members of the Pagosa Property Owners Association, a Colorado non-profit corporation, hereinafter referred to as "Association";

NOW, THEREFORE, Declarant hereby declares that all numbered lots in the aforesaid subdivisions listed on Exhibit A attached hereto (1) owned by Declarant or Title Company at the date and time of recordation of this Supplemental Declaration or (2) hereafter acquired by Declarant or Title Company, its successors and assigns, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to this

Supplemental Declaration as well as to the applicable Declaration of Restrictions hereinafter set forth in Exhibit A attached hereto; provided however that any lot heretofore sold by Declarant for which a deed has not been recorded shall not be subject to this Supplemental Declaration (unless hereafter acquired by Declarant, its successors or assigns) provided that the deed for such lot is recorded without reference therein to this Supplemental Declaration.

THE COVENANTS, CONDITIONS AND CHARGES HEREBY IMPOSED UPON SUCH LOTS ARE AS FOLLOWS:

Article 1. Recreational Amenity Fee

Section 1. Power to Levy Fee. The Declarant shall have the power to levy against each lot subject to the provisions hereof an annual charge, the amount of said charge to be determined solely by the Declarant after consideration of current and future needs of Declarant for the reasonable and proper maintenance, repair and upkeep of all recreational amenities owned by the Declarant or Title Company and actually provided at the date of the levy of such charge. The recreational fee may be collected for the Declarant by one or more designated property owners associations as a part of their common expenses.

Section 2. Successors and Assigns. The power to levy such charge shall inure also to the successors and assigns of each such recreational amenity, provided however, that no charge shall be levied by any such successor or assign within twelve (12) months following the date of levy by Declarant or by the predecessor in title to such successor or assign of a charge as provided herein for the maintenance, repair, and upkeep of the recreational amenity or amenities acquired by such successor or assign.

Section 3. Entities Not Subject to Fee. No such charge shall ever be levied against lots owned by the Declarant or Title Company, by any non-profit property owners association, or by any corporation or corporations that may acquire title to or operate any water or sewer utilities serving the area, or any dams, lakes, beaches, golf courses, tennis courts, swimming pools, club house grounds, or other like recreational facilities, regardless of whether such facilities are used by persons other than lot owners.

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Section 4. Liens. Charges to be levied by the Declarant, its successors and assigns, for the maintenance, repair and upkeep of the recreational amenity or amenities during the ensuing year shall be determined on or before the first day of each year. Each such charge shall become a lien or encumbrance upon the lot upon which same is levied as of the aforesaid first day of January, and acceptance of each deed for a lot or the execution of the Contract of Purchase for a lot, shall be construed to be a covenant by the lot owner or lot purchaser to pay each such charge. Any lot acquired shall be taken subject to the lien for any unpaid prior charges, and every person who shall become the owner of the title, legal or equitable, to any lot subject to such a charge by any means whatsoever (other than a mortgagee under a mortgage or a trustee under a Deed of Trust) shall be deemed conclusively to have covenanted to pay to Declarant, its successors or assigns, any such charge or charges. However, if a mortgagee or trustee under a Deed of Trust should, through foreclosure or otherwise, become the equitable or real owner of the lot, he will then be subject to all provisions of these Covenants.

Section 5. Payment. Each such charge shall become due and payable on the first day of March of the year in which such charge is levied, and each such charge shall bear interest from its due date at the highest rate of interest allowed by law, which interest until paid shall also constitute a lien or encumbrance upon the lot to which said charge is applicable. Such charge shall be pro-rated from the date of execution of the lot purchase contract.

Section 6. Place of Payment. Payment of all charges provided for herein, whether levied by Declarant, its successors or assigns, shall be made to Declarant, its agents, successors, or assigns at Fairfield Pagosa, P. O. Box 4100, Pagosa Springs, Colorado, 81157 or to such replacement address or addresses of Declarant, its agents, successors or assigns as may be designated by Declarant.

Section 7. Remedies. The lien of each charge as provided for hereunder may be foreclosed by Declarant, its successors or assigns, at any time following the due date of the charge levied. In addition and as an alternative to the remedy of lien foreclosure, the Declarant, its successors and assigns, shall have the right and option to sue the lot owner or lot purchaser and any successor owner or owners of same for any and all unpaid charges, interest, costs and reasonable attorney's fees, in any court of competent

jurisdiction as for a debt owed by such lot owner or lot purchaser or successor lot owner or lot purchaser to Declarant, its successors or assigns.

Section 8. Priority. Any and all liens as provided for in this item shall be subordinate to the lien of a bona fide mortgage or Deed of Trust representing a first lien at any time placed upon any lot for the purpose of permanent financing provided said mortgage or Deed of Trust is recorded in accordance with the laws of the State of Colorado.

Section 9. Record Keeping. All funds accumulated from the charges levied hereunder by the Declarant, its successors and assigns, shall be separately reflected on the books of account of the Declarant or any other such owner, if any, of said amenities as pertaining to the recreational facilities of the subdivision.

Section 10. Suspension of Privileges. Declarant, its agents, successors or assigns shall have the right to publish a list of lots subject to charges hereunder, which charges are in a delinquent status; and Declarant, its successors and assigns, shall have the right to suspend the use of all recreational facilities owned by Declarant, its successors and assigns, by any person or persons basing the right of use of such recreational facilities upon the ownership or possession of any such lot for which charges provided for hereunder are delinquent.

Section 11. Use Fee. Nothing contained herein shall be interpreted or construed to prevent Declarant, its successors or assigns, from charging any user for the use of any amenities owned or operated by them, or any of them; including charges for individual services or goods provided users through such facilities.

Article II. Pagosa Property Owners Association

Section 1. General. The Pagosa Property Owners Association, Inc. is a Colorado non-profit corporation which is organized for the benefit of the residents and owners of property within the Fairfield Pagosa Resort to promote community welfare, strengthen and enhance property values and operate and be responsible for certain of the common areas.

Section 2. Membership in the Association. Every person acquiring legal or equitable title to any Lot shall automatically be a member of the Association, subject to the requirements imposed by these Covenants and the Articles.

Bylaws, rules and regulations of the Association. The provisions of this Section 1 will not apply to any persons who hold an interest in any lot solely as security for the performance of an obligation to pay money, such as mortgages or deeds of trust. However, if any such person should, through foreclosure or otherwise, become the equitable or real owner of the lot, he will then be subject to all provisions of these Covenants.

Section 3. Powers and Duties. The Association will have the powers and duties set forth in its Articles, Bylaws, rules and regulations, and applicable Declaration of Covenants and Restrictions, including the power to assess its Members, and the duty to maintain parks, recreational facilities and provide such other community services such as police and fire protection as it determines advisable. If the Association does not properly perform any of its required duties, Declarant shall have the right, but not the obligation, to perform such duties.

Section 4. Assessments.

- (a) Lots Subject to Assessments. All Lots subject to the provisions hereof shall be subject to assessments by the Association. However, no assessment shall be payable by Declarant, the Title Company, or the Association itself. In addition, neither Declarant, the Association, or any other entity shall pay assessments for portions of the Property utilized for public water or sewer services, community waterways, nonexclusive beaches, access tracts, marinas, golf courses, tennis courts, swimming facilities, clubhouses or grounds, campgrounds or other similar recreational facilities so designated by Declarant on any recorded plat or subsequently recorded document.
- (b) Basis of Assessments. The Association will adopt a budget at the beginning of each fiscal year and will set assessments for the year sufficient to fund its budgeted operations. The Association will then set the level of assessment for each Lot in a manner which equitably shares the expenses of the Association's operations based on the benefit each Lot derives from the Association, its size, value and other pertinent factors determined by the Association. Lots determined by the Association to be comparable will be assessed equally. The Association will promptly notify Lot Owners of their Lot's assessment by the first day of April each year.

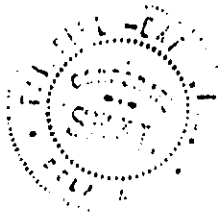
- (c) Payment. All assessments are payable annually on or before the first day of May each year. Every person who shall become the legal or equitable Owner of a lot subject to assessments hereunder by any means is, by the act of acquiring such title, or by the act of contracting to acquire such title, held to have agreed to pay the Association all charges that the Association shall make in accordance with these Covenants. If such payment is not made when due, it shall bear interest from the due date at the rate of 12 percent per annum. 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 lot charged. The Association may publish the name of a delinquent Member and may file notice that it is the holder of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees and may foreclose the lien in accordance with the laws of the State of Colorado. The Association shall, upon demand at any time, furnish a list of Members who have paid such assessments or of such Members who are then delinquent in payment of such assessments.
- (d) Priority. The lien for unpaid Association assessments shall be junior and subordinated to any properly recorded First Lien on any portion of Fairfield Pagosa. However, all assessments coming due after any holder of a First Lien acquired actual or equitable title through foreclosure or otherwise shall constitute a lien on the lot involved as provided above. The Declarant's lien for unpaid recreational assessments provided in Article I and the Association's lien for unpaid assessments provided in this Article II shall be concurrent and on equal parity.
- (e) Suspension of Voting Rights. The Association shall have the right to suspend voting rights (if any) and the right to the use of the recreational facilities owned by the Association of any Member or associate Member if any charge owed remains unpaid; or for any continuing violation of these Covenants, after the existence of the violation has been brought to the attention of the Member in writing by the Association; or during the period that any utility bill for water or sewer service remains unpaid.

Section 5. Additional Common Areas. Some areas within Fairfield Pagosa may have additional common areas or facilities designed to serve specific portions of the Property. If so, there may be additional owner's associations with supplemental assessment rights for purposes of operating and maintaining these additional facilities. Any such additional associations or assessment rights will be specified in the Supplemental Covenants for the areas involved.

Article III. Purpose

It being the intent and purpose of this Supplemental Declaration to include any and all lands hereinafter developed and sold by Declarant for residential, resort or retirement purposes. Property added to the Fairfield Pagosa development by Declarant by way of execution of a Declaration of Restrictions shall incorporate this Supplemental Declaration therein by reference.

IN WITNESS WHEREOF, Fairfield - Eaton, Inc. and Colorado Land Title Company have caused these presents to be executed and their corporate seals to be hereto affixed all by order of their Board of Directors duly given, this the day and year first above written.



FAIRFIELD - EATON, INC.

By: [Signature]
Vice President



COLORADO LAND TITLE COMPANY

By: [Signature]
Vice President

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STATE OF ARKANSAS)
) SS.
COUNTY OF PELASKI)

The foregoing instrument was acknowledged before me this 22
day of July, 1983 by Robert W. Staley
as Vice President for Fairfield - Eaton, Inc.

WITNESS my hand and official seal.



My Commission Expires:

1/1/84

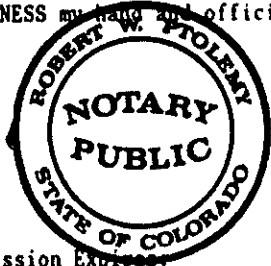
Robert W. Staley
Notary Public

Address: 1001 N. Main St.
Little Rock, Arkansas 72202

STATE OF COLORADO)
) SS.
COUNTY OF La Plata)

The foregoing instrument was acknowledged before me this 27th day of
July, 1983 by Eloise B. Talbert as Vice-President
~~President~~ of Colorado Land Title Company.

WITNESS my hand and official seal.



My Commission Expires:

3/25/87

Robert W. Staley
Notary Public

Address: 970 1/2 Main Ave
Durango, Colorado 81301

RECORDING INFORMATION

STATE OF COLORADO)
) SS.
COUNTY OF ARCHULETA)

I hereby certify that this instrument was filed for record in my office
at _____ o'clock _____ M., _____, 19____,
and is duly recorded under Reception No. _____, and in
Book _____, Page _____.

Recorder

Deputy Recorder

EXHIBIT "A"

RECORDED SUBDIVISIONS

The following lots, parcels and tracts are all recorded in the office of the County Clerk and Recorder in and for Archuleta County, Colorado. Date included with the following legal descriptions represent the dates on which specific plats were recorded. Also included is the recording information and any amendments or supplements thereto, for each subdivision in Fairfield Pagosa.

1. Lake Pagosa Park

Lake Pagosa Park consisting of:
Lots 1 through 39, inclusive and Tracts A, B and C of Block 1
1 parcel consisting of Block 2
Lots 1 through 16, inclusive and Tract A of Block 3
Lots 1 through 6, inclusive of Block 4
Lots 1 through 41 of Block 5
Lots 1 through 23, inclusive of Block 6
Lots 1 through 24, inclusive of Block 7
Lots 1 through 25, inclusive of Block 8
Lots 1 through 29, inclusive of Block 9
Lots 1 through 9, inclusive of Block 10
Lots 1 through 46, inclusive of Block 11
Lots 1 through 71, inclusive of Block 12
Lots 1 through 76, inclusive of Block 13
Lots 1 through 48, inclusive of Block 14
Lots 1 through 43, inclusive of Block 15
Lots 1 through 21, inclusive and Tract A of Block 16
Lots 1 through 18, inclusive of Block 17
Lots 8 through 13, inclusive of Block 18
Lots 1 through 35, inclusive of Block 19
Lots 1 through 24, inclusive of Block 20
Lots 1 through 15, inclusive of Block 21

Plat recorded in Archuleta County, Colorado, March 13, 1970; Reception No. 72998, Plat File # 71-86 (Total of 614 Lots, 5 Tracts) thru 73013

Lake Pagosa Park Declaration of Restrictions -	Recording date	Book/Page
	June 24, 1970	122/224
	Jan. 11, 1978	156/134

2. Pagosa in the Pines

Pagosa In The Pines consisting of:
Lots 1 through 10, inclusive and Tract A of Block 1
Lots 1 through 24, inclusive of Block 2
Lots 1 through 30, inclusive of Block 3
Lots 1 through 38, inclusive of Block 4
Lots 1 through 17, inclusive of Block 5
Lots 1 through 28, inclusive of Block 6
Lots 1 through 16, inclusive of Block 7
Lots 1 through 21, inclusive of Block 8
Lots 1 through 34, inclusive, and Tract A of Block 9
Lots 1 through 14, inclusive of Block 10
Lots 1 through 61, inclusive of Block 11
Lots 1 through 6, inclusive of Block 12
Lots 1 through 61, inclusive of Block 13
Lots 1 through 30, inclusive of Block 14
Lots 1 through 10, inclusive of Block 15
Lots 1 through 21, inclusive of Block 16

Plat recorded in Archuleta County, Colorado, March 13, 1970; Reception No. 73014 thru 73027, Plat File # 87-100 (Total of 421 Lots)

Pagosa in the Pines Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	Jan. 11, 1978	156/134

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3. Pagosa In The Pines Unit Two

Pagosa in The Pines Unit Two consisting of Lots 1 through 384, inclusive.

Plat recorded in Archuleta County, Colorado, February 4, 1972; Reception No. 75408, Plat File # 138 A-E. (Total of 384 lots)

Pagosa In The Pines Unit Two Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	March 1, 1972	127/275
	Jan. 11, 1978	156/134

4. Pagosa Vista

Pagosa Vista consisting of lots 1 through 658, inclusive.

Plat recorded in Archuleta County, Colorado September 13, 1971; Reception No. 74884, Plat File # 131 A-K. (Total of 658 lots)

Pagosa Vista Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/71
	June 6, 1972	128/271
	Jan. 11, 1978	156/134
	Jan. 25, 1980	171/247

5. Pagosa Meadows

Pagosa Meadows consisting of Lots 1 through 106, inclusive.

Plat recorded in Archuleta County, Colorado, June 1, 1970; Reception No. 73220 Plat File # 102. (Total of 106 lots)

Pagosa Meadows Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/213

6. Pagosa Meadows Unit Two

Pagosa Meadows Unit Two consisting of Lots 1 through 116, inclusive.

Plat recorded in Archuleta County, Colorado September 13, 1971; Reception No. 74883, Plat File # 130. (Total of 116 lots)

Pagosa Meadows Unit Two Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/95
	Jan. 11, 1978	156/134

7. Pagosa Meadows Unit Three

Pagosa Meadows Unit Three consisting of Lots 1 through 122, inclusive, and 4 Tracts.

Plat recorded in Archuleta County, Colorado, May 23, 1972, Reception No. 75834, Plat File # 141 A-D. (Total of 122 lots and 4 tracts)

Pagosa Meadows Unit Three Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/95
	May 23, 1972	128/72
	Jan. 11, 1978	156/134

8. Pagosa Meadows Unit Four

Pagosa Meadows Unit Four consisting of Lots 1 through 329, inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973, Reception No. 77867, Plat File # 153 A-H, Replats - Date Reception No. Plat File#

(Total of 329 lots)	10-9-75	84139	184
	8-4-76	85910	188

Pagosa Meadows Unit Four Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/95
	June 7, 1973	132/250
	Jan. 11, 1978	156/134

9. Chris Mountain Village

Chris Mountain Village consisting of lots 1 through 1747, inclusive.

Plat recorded in Archuleta County, Colorado, June 6, 1972; Reception No. 75934, Plat File # 142 A-22. (Total of 1747 lots)

Chris Mountain Village Declaration of Restrictions - Recording Date	Book/Page
June 24, 1970	122/224
June 6, 1972	128/264
Jan. 11, 1978	156/134
Jan. 25, 1980	171/242

10. Chris Mountain Village Unit Two

Chris Mountain Village Unit Two consisting of Lots 1 through 413, inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973; Reception No. 77868, Plat File # 154 A-F. (Total of 413 lots)

Chris Mountain Village Unit Two Declaration of Restrictions - Recording Date	Book/Page
June 6, 1972	128/264
June 4, 1973	132/243
Jan. 25, 1980	171/242

11. Pagosa Highlands Estates

Pagosa Highlands Estates consisting of Lots 1 through 795, inclusive.

Plat recorded in Archuleta County, Colorado, February 27, 1972; Reception No. 75409, Plat File # 139 A-G. (total of 795 lots)

Pagosa Highlands Estates Declaration of Restrictions - Recording Date	Book/Page
June 24, 1970	122/224
March 1, 1972	127/275
Jan. 11, 1978	156/134

12. Lake Forest Estates

Lake Forest Estates consisting of Lots 1 through 612 inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973, Reception No. 77869, Plat File # 155 A-6. (Total of 612 Lots)

Lake Forest Estates Declaration of Restrictions - Recording Date	Book/Page
June 4, 1973	132/231
Jan. 11, 1978	156/134

13. Pagosa Alpha

Pagosa Alpha consisting of portions of Section 15, 21, 22 and 23, Township 35 North, Range 2 West.

22 parcels in Section 15
 36 parcels in Section 21
 62 parcels in Section 22
 45 parcels in Section 23

Plat recorded in Archuleta County, Colorado, June 13, 1969; Reception No. 72213, Plat File # 63. (Total of 165 parcels) Replat of Pagosa Alpha recorded July 17, 1978; Reception No. 91872 in the Clerk and Recorders Office of Archuleta County, Colorado. Declaration of Restrictions recorded 1-17-79 in Book 20, Page 74.

14. Pagosa Village Service Commercial

Pagosa Village Service Commercial consisting of Lots 2 through 49, inclusive.

Plat recorded in Archuleta County, Colorado, August 7, 1975; Reception No. 83662, Plat File # 178. (Total of 48 lots)

Pagosa Village Service Commercial Declaration of Restrictions	- Recording Date	Book/Page
	June 4, 1973	132/235
	August 7, 1975	144/417

15. Pagosa In The Pines Annex

Pagosa In The Pines Annex consisting of lots 11 through 17, inclusive.

Plat recorded in Archuleta County, Colorado, June 4, 1973; Reception No. 77864, Plat File # 151. (Total of 7 lots)

Pagosa In The Pines Annex Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/224
	June 4, 1973	132/245

16. Pagosa Meadows Annex

Pagosa Meadows Annex consisting of Lots 107, 108 and 109.

Plat recorded in Archuleta County, Colorado, June 4, 1973; Reception No. 77866, Plat File # 152. (Total of 3 lots)

Pagosa Meadows Annex Declaration of Restrictions -	Recording Date	Book/Page
	June 24, 1970	122/213
	June 4, 1973	132/244

17. Pagosa Trails

Pagosa Trails consisting of Lots 1 through 502, inclusive.

Plat recorded in Archuleta County, Colorado, September 13, 1971; Reception No. 74885, Plat File # 13 A-1, Replat - Reception No. 105244, Plat File # 236. (Total of 502 lots)

Pagosa Trails Declaration of Restrictions -	Recording Date	Book/Page
	Sept. 13, 1971	126/71
	April 1, 1977	151/428
	Jan. 11, 1978	156/134

18. Lake Hatcher Park

Lake Hatcher Park consisting of Lots 1 through 293, inclusive and 5 Tracts.

Plat recorded in Archuleta County, Colorado, November 5, 1973; Reception No. 78738, Plat File # 160 A-C. (Total of 293 Lots and 5 Tracts)

Lake Hatcher Park Declaration of Restrictions -	Recording Date	Book/Page
	November 5, 1973	134/35
	April 1, 1977	151/439
	Jan. 11, 1978	156/134

19. Twincreek Village

Twincreek Village consisting of Lots 431 through 825 and 854 through 1017 inclusive.

Plat recorded in Archuleta County, Colorado, November 5, 1973; Reception No. 78739, Plat File # 161 A-Q. (Total of 559 lots)

Twincreek Village Declaration of Restrictions -	Recording Date	Book/Page
	November 5, 1973	134/37
	Jan. 11, 1978	156/134

20. Martinez Mountain Estates

Martinez Mountain Estates consisting of Lots 1 through 136, inclusive.

Plat recorded in Archuleta County, Colorado, November 8, 1978; Reception No. 93208, Plat File # 205 A-E. (Total of 136 lots)

Martinez Mountain Estates Declaration of Restrictions -	Recording Date	Book/Page
	November 8, 1978	161/554
	November 8, 1978	161/556

21. Lakewood Village

Lakewood Village consisting of Lots 1 through 325 inclusive and 1 Tract

Plat recorded in Archuleta County, Colorado, April 30, 1979, Reception No. 94867, Plat File # 209 A-F. (Total of 325 lots and 1 Tract)

Lakewood Village (continued)

Lakewood Village Declaration of Restrictions - Recording Date Book/Page
June 24, 1970 122/224
April 30, 1979 164/574

22. Lakeview Estates

Lakeview Estates consisting of of Lots 1 through 118 inclusive and 1 Tract.

Plat recorded in Archuleta County, Colorado, April 30, 1979; Reception No. 94868, Plat File # 210 A-B. (Total of 118 lots and 1 Tract)

Lakeview Estates Declaration of Restrictions - Recording Date Book/Page
June 24, 1970 122/224
April 30, 1979 164/574

23. Martinez Mountain Estates Unit Two

Martinez Mountain Estate Unit Two consisting of Lots 1 through 78, inclusive and 1 Tract.

Plat recorded in Archuleta County, Colorado, March 31, 1980; Reception No. 99072, Plat File # 218 A-D. (Total of 78 lots and 1 Tract)

Martinez Mountain Estate Unit Two Declaration of Restrictions - Recording Date Book/Page
Nov. 5, 1973 134/37
Jan. 11, 1978 156/134
March 31, 1980 172/350

24. The Ranch Community

The Ranch Community consisting of Lots 1 through 90, inclusive.

Plat recorded in Archuleta County, Colorado, May 29, 1981; Reception No. 104681, Plat File # 234 A-D. Replat recorded in Archuleta County, Colorado September 30, 1982, Reception No. 112863, Plat File # 234 E. (Replat of lots 1 through 19 and 75 through 90, Total of 90 lots)

The Ranch Community Declaration of Restrictions - Recording Date Book/Page
June 24, 1970 122/224
Jan. 11, 1978 156/134
May 29, 1981 180/247

25. North Village Lake

North Village Lake consisting of Lots 1 through 159, inclusive.

Plat recorded in Archuleta County, Colorado, March 16, 1982, Reception No. 109817, Plat File # 248 A-D. (Total of 159 lots) Correction Plat recorded in Archuleta County, Colorado, September 30, 1982, Reception No. 112864, Plat File # 248 A-1 - #248 C-1, Affidavit of Correction for North Lake Village recorded April 4, 1982 in Book 197 at Page 366, in the office of the Clerk and Recorder of Archuleta County, Colorado.

North Village Lake Declaration of Restrictions - Recording Date Book/Page
March 16, 1982 187/692
June 7, 1982 189/508

26. South Village Lake

All of that Subdivision known as a Second Replat of South Village Lake, according to the plat of said Subdivision filed for record August 3, 1982 as Reception No. 111806, and corrected by Affidavit of Correction for Second Replat of South Village Lake recorded January 18, 1983 as Reception No. 114579, in the Office of the Clerk and Recorder of Archuleta County, Colorado, as Plat File # 238 H-L.

South Village Lake Declaration of Restrictions - Recording Date Book/Page
July 31, 1981 181/626
March 17, 1982 187/691
August 3, 1982 190/760

27. Central Core

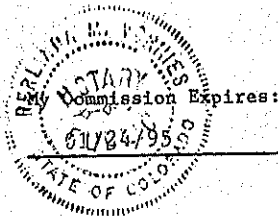
All of that Subdivision known as "Central Co." according to the plat filed for record August 3, 1982 as Reception No. 111809, in the office of the Clerk and Recorder of Archuleta County, Colorado, as Plat File # 258 A-G.

Central Core Declaration of Restrictions -	Recording Date	Book/Page	
	August 3, 1982	190/775	ME

STATE OF COLORADO)
) SS.
COUNTY OF Archuleta)

The foregoing instrument was acknowledged before me this 17 day of
June, 19 91 by Jim Beckham, Jr.
and Bettye McCann as _____
President and Assistant Secretary of Fairfield Pagosa, Inc., a Delaware
corporation.

WITNESS my hand and official seal.



Linda M. Vorken
Notary Public

Address P.O. Box 1793
Pagosa Springs, CO 81147

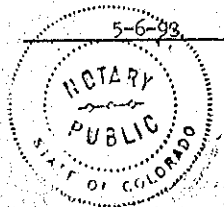
STATE OF COLORADO)
) SS.
COUNTY OF Archuleta)

The foregoing instrument was acknowledged before me this 4th day of
September, 19 91 by Robert N. Ptolemy
and Margaret E. Poer as _____
President and _____ Secretary of Colorado Land Title Company

WITNESS my hand and official seal.

Nita Bowman
Notary Public

My Commission Expires:



Address P.O. Box 324
Pagosa Springs, CO 81147

ARCHULETA COUNTY, CO 0186464 04/24/1992 02:36
BK 369 PG 197 JUNE MADRID, RECORDER

JTG/bd/6-13-91

9/11/10