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DECLARATION OF PROTECTIVE COVENANTS  
OF  
PARK MEADOWS

THIS DECLARATION is executed this 14<sup>th</sup> day of January, 1999, by FAIRFIELD COMMUNITIES, INC. a Delaware Corporation licensed to transact business in the State of Colorado, hereafter termed "Declarant."

ARTICLE I

STATEMENT OF PURPOSE OF DECLARATION

Section 1. Ownership of Property. Declarant is the owner of the real property ("Property") situate in Archuleta County, Colorado, described on the attached Exhibit "A". Said property has been subdivided into numbered or lettered parcels identified as Lots and common areas. Declarant is about to sell and convey said Lots and before doing so desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, under a general plan or scheme of improvement for the benefit and compliment of all of the Lots in Park Meadows, and the future owners of all said Lots.

Section 2. Declaration of Covenants. Declarant hereby makes, declares and establishes the following covenants, restrictions and easements ("Declaration") which shall affect the Property. This Declaration of Protective Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts or parts thereof, their heirs, successors and assigns and their tenants, employees, guests and invitees and shall inure to and be for the benefit of each Owner of the Lot within the Property. Additionally, Declarant hereby submits the Property to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33.3-101, et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

Section 3. Statement of Purpose. This Declaration of Protective Covenants is imposed for the benefit of all owners and future owners of Lots, parcels and areas located within the Property and to provide for the preservation of values of the Property and to provide and to preserve the covenants, easements, restrictions, assessments and liens hereafter set forth, all of which are for the benefit of the Property.

ARTICLE 2

DEFINITIONS

Section 1. Defined Terms. The following terms and words shall have the following definitions. Each term not otherwise defined in this Declaration or in the plat or map shall have the meanings specified or used in the Act.

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1.1 "Act" shall mean the Colorado Common Interest Ownership Act as set forth at C.R.S. § 38-33.3-01 et seq. as subsequently modified or amended.

1.2 "Association" shall mean the Park Meadows at Fairfield Pagosa Homeowners Association, a Colorado non-profit corporation, or any successor thereof, charged with the duties and obligations set forth herein.

1.3 "Association Documents" shall mean this Declaration of Protective Covenants, the Articles of Incorporation and Bylaws of the Association, any amendments thereto, and any rules, regulations or policies adopted by the Association.

1.4 "Assessments" shall mean annual, periodic, special or default assessments levied pursuant to this Declaration to provide the funds required to meet the obligations of the Association.

1.5 "Board of Directors" or "Board" shall mean the Board of Directors of the Association duly elected and acting according to the Articles of Incorporation and Bylaws of the Association.

1.6 "Building" shall mean a building or structure, or any similar type of improvement situate and located on a Lot or parcel of land within the Property.

1.7 "Building Envelopes" shall mean the designated building pad for each lot as set forth on the Plat.

1.8 "Common Area" shall mean all real property in which the Association owns any interest for the common use and enjoyment of their members, as designated on the recorded Plat. Such interest may include, without limitation, estates in fee, estates for a term of years, leasehold estates, or easements. Each and every Common Area may have a restricted use or enjoyment and may be designated for a specific use for such Common Area.

1.9 "Environmental Control Committee" or "ECC" shall mean the standing committee of the Association charged with the enforcement of all building, land use, and related covenants within the Park Meadows Subdivision.

1.10 "Family Residence" shall mean the residence on any Lot designed for occupancy by the owner of the Lot.

1.11 "Garage" shall mean an accessory building or an accessory portion of a residence designed for the storage of one or more motor vehicles and any incidental use associated therewith.

1.12 "Improvement" shall mean all buildings, structures, parking areas, fences,





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walls, hedges, plantings, poles, driveways, docks, walkways, recreational facilities, signs, decks, enclosures, change in exterior color or shape, excavation, and all other site work including without limitation grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement constructed or completed on the Property.

1.13 "Lot" shall mean a lot as shown on the Plat of Park Meadows and any amended or subsequent plats, but shall not include Common Areas.

1.14 "Maintenance Fund" shall mean the fund created by assessments and fees levied pursuant to this Declaration to provide the Association with funds it requires to carry out its duties hereunder.

1.15 "Member" shall mean any person holding membership in the Association by virtue of their ownership of a Lot.

1.16 "Mortgage" shall mean any mortgage, deed of trust or other document pledging a Lot or interest therein as security for the payment of any indebtedness. "First Mortgage" shall mean any mortgage which is not subject to or junior to any lien or encumbrance, except liens for taxes and other liens which are given priority by statute.

1.17 "Open Space" shall mean all of the Lot except for any building or structure located thereon and shall include, but is not limited to, lawns, gardens, walkways, sidewalks, parking areas, driveways and outdoor living or recreational space.

1.18 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot; provided, however, that prior to the first conveyance of any Lot for value after this Declaration, the Owner shall mean the Declarant unless the grantor has designated its successor in ownership of fee simple title to exercise the rights, duties and obligations of ownership.

1.19 "Plat" shall mean any plat of Park Meadows and all subsequent plats as filed in the records of Archuleta County, Colorado, which are subject to these Protective Covenants, and as the same may be amended, enlarged or revised from time to time and affecting the Property.

1.20 "Property" shall mean and include all of the Property subject to this Declaration.

### ARTICLE 3



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## USE OF LOTS

Section 1. Residential Use. All Lots shall be used exclusively for single family residential purposes. No buildings or improvements not associated with residential use shall be permitted.

Section 2. Building Envelopes.

2.1 Single Lots. One single family residence, together with all improvements, including fences, shall be situate within the designated Building Envelope of the Lot, as said Building Envelope is designated on the Plat.

2.2 Coupled Lots. In the event an Owner of multiple Lots irrevocably couples said Lots into a Single Lot, the resulting Lot may then have constructed thereon one Family Residence and one Guest House. The Family Residence shall be built on one of the original Building Envelopes, if applicable. The Guest House shall be located within the same Building Envelope or the other designated Building Envelope, or at any other location approved by the Environmental Control Committee.

Section 3. Approval of Use. No Improvement shall be constructed on any Lot, except only as approved by the Environmental Control Committee, or other entity to whom review responsibilities have been assigned as provided herein.

Section 4. No Commercial Use. No commercial or business enterprise of any nature shall be allowed or permitted on any Lot; provided, however, that the Owner of the Lot may be permitted to rent or lease the Family Residence. Regardless of any lease of a residence hereunder, Owner shall remain directly liable for all obligations imposed by this Declaration.

Section 5. Partition of Lots. No part of a Lot may be partitioned, separated or subdivided from any other part thereof. Nothing herein shall be construed as to prohibit two Lot Owners from splitting a Lot located between their Lots so long as no additional Lots are created, each resulting Lot has the same or greater street frontage, and the portion's split are irrevocably joined in title to contiguous Lots.

Section 6. Use of Common Areas. The common areas shall be subject to use by all Owners equally. No Owner shall use any common area for any purpose inconsistent with use by all other Owners. The common areas can only be used, encumbered or disposed of with appropriate Board approval and consistent with the Act.

## ARTICLE 4



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## ENVIRONMENTAL CONTROL COMMITTEE

Section 1. Powers. All plans and specifications for any structure or improvement whatsoever to be erected upon the Property, and the proposed location thereof on the Property, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing, before any such work is commenced, of the Environmental Control Committee ("ECC"), as the same is from time to time composed.

Section 2. Submission of Plans. Anyone wishing to build on their lot shall submit plans to the ECC in accordance with the guidelines, rules and regulations then in effect. There shall be submitted to the ECC a building application on approved forms together with two (2) complete sets of the plans, elevations, sections, site plan, grading plan, etc., prepared by an architect licensed and registered in Colorado. Such plans shall include plot plans showing the location on the Property of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the schemes for roofs, and exteriors thereof and proposed landscape planting. A filing fee in an amount to be set by the ECC (subject to increase without notice) shall accompany the submission of the plans, etc. to defray ECC expenses. No additional fees shall be required for subsequent submissions or resubmissions of plans revised in accordance with ECC requirements. No structures or improvements of any kind shall be erected, altered, placed or maintained upon the Property unless and until the final plans, elevations and specifications have received such written approval as herein provided.

Section 3. Disapproval. The ECC shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these Declarations, if the design materials or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Property or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the ECC deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Property subject hereto, or the Owners thereof. The decisions of the ECC shall be final.

Section 4. Non-Liability. Neither the ECC nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Section 5. Additional Regulations. The ECC shall have the authority to set up regulations as to the materials, height and size requirements for all other types of outbuildings and structures, including fences, walls, copings, gazebos, patios and decks, etc., so long as they are not inconsistent with these Declarations. The ECC shall also have the authority to adopt, from time to time, such additional rules and regulations as are appropriate or necessary to govern its proceedings and fulfill its obligations under this Article.



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Section 6. Docks and Piers. No docks and/or piers shall be erected, altered, placed, or maintained on any lake or pond in or adjacent to the Property.

Section 7. Additional Approvals. In addition to the approval requirements of the ECC, each Owner is responsible for obtaining all approvals, licenses and permits as may be required by Archuleta County, Colorado, and any entity or district having jurisdiction over the Lot prior to the commencement of construction.

Section 8. Drainage. Each Owner shall be responsible for draining runoff from their Lot away from the Ponds adjacent to the Property and toward the interior streets. To reduce adverse impacts to adjacent waterways, each Owner shall use only those fertilizers as are approved or recommended by the Association. No Owner shall change the natural drainage from their Lot so as to create adverse impacts to any other Lot.

Section 9. Errant Golf Balls. The Lots within Park Meadows are located adjacent to the Meadows Golf Course, and occasionally golf balls will come upon Lots within the subdivision.

**ARTICLE 5**

**DESIGN REQUIREMENTS**

Section 1. Design Requirements. Any residence, garage, building or improvement situate on any Lot shall comply with the design requirements of this Article.

Section 2. Setback. Any building or improvement, including fences, shall be constructed entirely within the Building Envelope as designated on the Plat.

Section 3. Uniform Building Code. All buildings and improvements shall be new construction, built on site, and shall meet all of the requirements of the Uniform Building Code, including fire protection standards, and any other building code or fire code of Archuleta County, Colorado, then in effect.

Section 4. Density. The allowable gross residential floor area (exclusive of porch, garage, covered decks, cabanas or similar structures) shall be not less than 1,600 square feet for any family residence, unless otherwise approved by the ECC. Multiple story houses shall have a minimum of 1,400 square feet of gross residential floor area on the main floor and a minimum of 350 square feet on the second floor, for a minimum total gross residential floor area of 1,750 square feet.

Section 5. Height. The maximum height of any Building shall be thirty (30) feet. The height of a Building for the purpose of this Section shall be measured and determined in the manner provided by the Uniform Building Code.





Section 6. Roofs. All roofs must have a color finish approved by the ECC.

Section 7. Exterior Building Material and Style. All buildings shall be built in an exterior style and with colors and materials harmonious to the area and similar in style, color and materials to like kind buildings in existence in the surrounding areas. No exterior walls shall consist of sheet metal, metal material, or any similar material, composition shingles or unplastered cement or similar type block. All colors of exterior walls and roofs will be natural or earth tones in color to blend with the natural surroundings except that colored trim may be allowed upon approval of the ECC.

Section 8. Service or Utility Areas. All service or utility areas of yards, and including garbage cans and trash storage areas, shall be screened from view of all other Owners.

Section 9. Garages. All family residences shall have a two car garage attached to the residence which shall meet all applicable set-back requirements as set forth herein.

Section 10. Antennae. No exterior radio, television, microwave or other antennae or antennae dish or signal capture or distribution device shall be permitted or installed on any Lot unless it is entirely screened from view on all sides and such screening shall be in keeping with the terrain and environment.

Section 11. Wood Burning Devices. All solid fuel or wood burning stoves and devices, including fireplaces, shall comply with any rules and regulations implemented and in effect by any federal, state or local governmental entity.

Section 12. Fences. No fences around the exterior lot lines shall be allowed. No fencing shall be constructed which interferes with the reasonable use of any easement as designated on the Plat. All fences must be constructed within the Building Envelope, provided, however, that no more than 10% of any Lot may be enclosed in fencing at a height not to exceed four (4) feet.

Section 13. Driveways and Walkways. All driveways and walkways must be constructed of concrete masonry, brick, or stone, or similar and compatible materials. No asphalt, pavement or gravel shall be permitted.

## ARTICLE 6

### CONSTRUCTION AND MAINTENANCE REQUIREMENTS

Section 1. Excavation. No excavation shall be made on any Lot, except in connection with a building or other improvement approved in accordance with this Declaration of Protective Covenants.

Section 2. Mandatory Services. All lots shall connect to water and sewer services to



be provided by the Pagosa Area Water and Sanitation District. No water wells or Individual Sewage Disposal Systems shall be allowed.

Section 3. Water and Sewage Disposal Systems. All individual water connections and sewage connections shall be constructed, installed and maintained in compliance with all applicable rules and regulations of any governmental or quasi-governmental entity having jurisdiction over the Property, specifically including, but not limited to, the Pagosa Area Water and Sanitation District, the County of Archuleta, the San Juan Basin Health Unit and the State of Colorado.

Section 4. Signs. Except for reasonable and appropriate house number identifications, or signs advertising a house or lot for sale, no sign of any kind shall be displayed to public view on any portion of any Lot, except upon application to and written permission from the ECC.

Section 5. Structures Prohibited. No occupied temporary structure, modular home, mobile home, trailer house, travel trailer or motor home shall be permitted on any Lot. All buildings or structures erected, placed or permitted upon said premises shall be of new construction and no building or structures shall be moved from other locations onto said premises. No travel trailer or motor home shall be parked or stored on any Lot, unless it is parked or stored in a garage approved by the ECC. This Section 5 shall not be subject to variance.

Section 6. Continuity of Construction. All construction, reconstruction, alterations or improvements shall be prosecuted diligently to completion and shall be completed within twelve months of the commencement thereof, unless an exception is granted by the ECC. No building or improvement shall be occupied until the same has been substantially completed in accordance with approved plans and specifications. Each lot owner shall be responsible for installation of a driveway from the common roadway onto their property, which construction shall be completed prior to construction of the primary residence on the property. Each lot owner shall be responsible for the performance and the payment of repairs for any damage done to any infrastructure, including without limitation, utility lines or boxes, common driveways, curbs, gutters, sidewalks and landscaping, as a result of construction to that lot owner's lot.

Section 7. Parking. All vehicles must be parked off street in driveways or garages.

Section 8. Trash. No trash, ashes, garbage or other refuse shall be allowed to accumulate or be placed on any Lot or area within the Property. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable wildlife resistant receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances.

Section 9. Abandoned or Inoperable Vehicles. Abandoned or inoperable automobiles or motor vehicles of any kind, shall not be stored or parked on any Lot, road or common element within the subdivision. "Abandoned or inoperable vehicle" shall be defined as any vehicle which





either is incapable of legal operation upon a public roadway or has not been driven under its own propulsion for a period of thirty (30) days or longer; provided, however, this shall not include vehicles parked by Owners on their lots while temporarily away from their residences. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or Owner's tenant or posted on the unused vehicle; and if such vehicle has not been removed within thirty (30) days thereafter, the Association shall have the right to remove the same without liability to it, and the expenses thereof shall be charged against the Owner.

Section 10. Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the improvements on any Lot, shall be placed or used on any Lot.

Section 11. Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its owners or occupants; provided, however, that this Section shall not apply to any noise or other activity approved by the ECC as to the construction of any improvements.

Section 12. Hazardous Activities. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities, include, but are not limited to fireworks, firearms, bow and arrows, explosives, air or pellet guns or any similar type devices.

Section 13. Maintenance and Repair. If Owner fails to maintain his or her Lot, or any improvements thereon, in good repair, the ECC may give Owner written notice of the needed maintenance or repair. If said maintenance or repair is not completed by Owner within 45 days of mailing of said notice, the ECC, at its option, may obtain an injunction against the Owner to force completion of the needed work, or contract with a third party for the needed work and assess the costs of same against Owner pursuant to Article 11 hereof.

Section 14. Fishing. All access to and use of lakes and ponds adjacent to the Subdivision shall be subject to regulations imposed from time to time by the Association.

ARTICLE 7

VARIANCES

The ECC may allow reasonable variances and adjustments of these Declarations in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.



**ARTICLE 8**

**ANIMALS**

Section 1. Confinement of Animals. All animals, specifically including but not limited to dogs and cats, shall be kept confined to the area constituting the Building Envelope, or attached to a leash or other suitable control device on the Lot. No animals shall be allowed to run free. The owner of any animal shall at all times be personally liable and responsible for all actions of such animals and any damage caused by such animal.

Section 2. Rules and Regulations. The Association may adopt suitable rules and regulations as to the keeping and maintaining of any animals on any Lot and may in particular circumstances regulate the number and type of animals to be allowed, kept or maintained on any Lot .

Section 3. Livestock. No livestock of any kind may be kept on the property.

Section 4. Nuisance Wildlife. The Association or the Colorado Division of Wildlife shall be authorized to remove or otherwise dispose of any nuisance wildlife found on the property in accordance with applicable state and local laws.

**ARTICLE 9**

**DEVELOPMENT RIGHTS AND OTHER  
SPECIAL DECLARANT RIGHTS**

Section 1. Development Rights and Special Declarant Rights. The Declarant reserves the following Development Rights and other Special Declarant Rights:

1.1 the right to complete or make improvements indicated on the plats or maps;

1.2 the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration; and

1.3 the right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act.

Section 2. Limitations on Development Rights and Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Development Right or Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

**ARTICLE 10**



**PARK MEADOWS AT FAIRFIELD PAGOSA HOMEOWNERS ASSOCIATION, INC.**

Section 1. Government of Association. Park Meadows at Fairfield Pagosa Homeowners Association, a Colorado non-profit corporation, shall be governed by and shall exercise all of the duties, privileges and obligations set forth in the Declaration, the Articles of Incorporation and Bylaws of the Association. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Association.

Section 2. Members. Each Owner shall be a member of the Association. No Owner, whether one or more persons or entities, shall have more than one membership per Lot owned by such Owner, but all persons owning each Lot shall be entitled to the rights of membership and the use and enjoyment appurtenant to the ownership of each Lot.

Section 3. Termination of Membership. The right of membership in the Association and the status as a member shall terminate upon the termination of status as an Owner of a Lot. Upon conveyance, sale or assignment of the Owner's interest, the selling Owner shall be relieved of liability for assessments levied from and after the date of such sale or conveyance; provided, however, that no such sale or conveyance of any ownership shall relieve an Owner of liability arising prior to the date of such sale or conveyance.

Section 4. Voting Rights. All Owners within Park Meadows shall be members of the Association. Each Lot shall be entitled to one (1) vote in the Association. Declarant shall be entitled to one (1) vote per Lot for each lot that has not been sold and conveyed by Declarant. The Declarant shall have all the powers reserved in Section 38-33.3-303(5) of the Act to appoint and remove officers and members of the Executive Board. The one (1) vote for each Lot shall be exercised by the Owner and when more than one person or entity holds an interest in a lot, the vote for the Lot shall be exercised as the Owners may determine among themselves, but a vote for the Lot shall be cast by only one person.

Section 5. Compliance with Documents. Each Owner shall abide by and have the benefit from the provisions, covenants, conditions and restrictions contained in the Association Documents.

Section 6. Grant of Utility Easements. The Declarant hereby authorizes and empowers the Association as its attorney-in-fact to give and grant a utility easement for the installation, construction and maintenance of underground utilities over and across any road easement designated on any Plat. The Owner of each Lot, by virtue of such ownership, hereby authorizes and empowers the Association, as its attorney-in-fact, to give and grant a utility easement and right of way within the easement areas established on the plat for the installation, construction and maintenance of underground utilities.

Section 7. Road Maintenance. Blue Heron Circle, located within the Property shall be constructed in accordance with road specifications issued by Archuleta County, Colorado.

Upon completion of construction of the road, all maintenance, repairs, snow plowing and supervision shall be the duty of and vested in the Association. The Association shall specifically:

7.1 At all times keep in good repair all roads within the Property and maintain the same in suitable condition for use by the members of the Association and emergency vehicles, including fire trucks .

7.2 Snow plow the roads (except private driveways) during the winter months as required for access to any Lot or parking in any Common Area.

7.3 At all times keep all road rights-of-way, sidewalks, and Tracts A, B and C in good repair and free of noxious weeds.

7.4 All Owners shall be responsible for the construction, in a good and workmanlike manner, and the maintenance of their individual driveways. All connections of driveways to Blue Heron Circle shall be in conformity with sound engineering principles with due regard to safety considerations, and shall provide for adequate drainage.

## ARTICLE 11

### ASSESSMENTS

Section 1. Creation of Lien. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association: (1) All regular assessments or charges; (2) any special assessments or charges; and (3) any default assessments or charges, all of which shall be fixed, established and collected as determined by the Association, provided however that no such charges shall ever be made against, or be payable by, the Declarant. The annual, special and default assessments, together with interest, costs and reasonable attorney fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorney fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment became due.

All such assessments shall be adopted and assessed in the manner set forth in this Article.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be limited to and used exclusively for the following:

2.1 The maintenance, repairs, snow removal, weed control and improvement of any common road, street or landscaped common area within the Property.

2.2 Any costs and expenses pertaining to the operation of the ECC.



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2.3 Any costs and expenses pertaining to the operation of the Association in the performance of its duties.

2.4 Any other purpose approved by a majority vote of all members of the Association.

Section 3. Types of Assessments. The Board of Directors shall have the authority to levy the following types of assessments for the Association:

3.1 Regular Assessments. Assessments for the business and operation of the Association pertaining to all members of the Association and to be apportioned and allocated equally among all Lots.

3.2 Special Assessments. Special assessments for the purpose of construction, improvement, repair, replacement, enlargement or other special purposes pertaining to a specific or special matter for the benefit of the entire Association. Special assessments shall be apportioned and allocated equally among all Lots.

Section 4. Regular Assessments. The Board of Directors shall prepare a budget prior to the beginning of each fiscal year of the Association and not less than thirty (30) days prior to the commencement of each fiscal year, the Board shall adopt a final budget and shall determine, levy and assess the Association's regular assessments for the following year.

Section 5. Special Assessments. In addition to the regular assessments set forth in Section 4 above, the Board of Directors may levy in any fiscal year one or more special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement within or upon any common roads or streets, for any other construction, repair or replacement or to make up any shortfall in the current year's budget. Notice of the amount and due dates for such special assessments shall be sent to each Owner at least thirty (30) days prior to the due date. Such special assessment shall be for the use and benefit of all Lots.

Prior to the Board of Directors levying a special assessment that exceeds \$250.00 in an aggregate amount, the special assessment shall be submitted to and approved by an affirmative vote of the members at either a regular meeting of the members or a special meeting of the members called for such purpose.

Section 6. Assessment for Each Lot. All regular and special assessments shall be apportioned and allocated equally among all Lots.

Section 7. Default Assessments. Any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner, shall be a default assessment and shall become a lien against such Owner's Lot and may thereafter be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such



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default assessment shall be sent to the Owner subject to such assessment at least thirty (30) days prior to the due date.

Section 8. Nonpayment of Assessments. Any assessment, whether regular, special or default assessment, which is not paid within thirty (30) days of its due date shall be deemed delinquent. In the event that any assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

8.1 Assess a late charge of at least 10% of the amount due and owing per delinquency. The percentage late charge may be amended by the Board of Directors.

8.2 Assess an interest rate charge from the date of delinquency at 18% per year, or such other rate as shall be established by the Board of Directors.

8.3 Suspend the voting rights of the Owner during any period of delinquency.

8.4 Bring an action against any Owner personally obligated to pay the delinquent assessment.

8.5 File a Statement of Lien with respect to the Lot and foreclose such lien in the manner hereafter set forth. The Association may file a Statement of Lien by recording with the Clerk and Recorder of Archuleta County, Colorado, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the amount of the delinquent assessments then owing, which Statement shall be signed and acknowledged by the President, Vice President, or Secretary of the Association and which shall be sent by certified mail, postage prepaid, to the Owner of the Lot at such address as the Association may have in its records as to the Owner. Thirty (30) days following the mailing of such Notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. Such Statement of Lien shall secure all assessments accruing or assessed subsequent to the date of recording of such Statement of Lien until the same has been satisfied and released, together with the Association's attorney fees and costs incurred in the preparation and recording of such Statement of Lien and any release thereof. In any action for the payment or foreclosure of such assessment, the Association shall be entitled to recover as part of the action, the interest, costs and reasonable attorney fees with respect to the action.

Section 9. Successor's Liability for Assessment. In addition to the personal obligation of each Owner of a Lot to pay all assessments and the Association's lien on a Lot for such assessments, all successors to the ownership of a Lot shall be jointly and severally liable with the prior Owner for any and all unpaid assessments, interest, costs, expenses and attorney fees against such Lot which accrued prior to the present owner taking title. In no event shall Declarant become liable for the payment of any assessment by virtue of its retaking of title to any Lot pursuant to any rights set forth in any contract, mortgage, deed of trust or similar security

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document.

**ARTICLE 12**

**OWNERSHIP, USE AND ENJOYMENT OF LAKES, PARKS  
 AND RECREATIONAL AMENITIES**

Section 1. Use by Members. All common areas within this subdivision are private, and neither the Declarant's recording of the plat nor any other act of Declarant with respect to the plat, shall be construed as a dedication to the public, but rather all such common areas and other amenities shall be for the use and enjoyment of members or associate members of the Association.

Section 2. Ownership. All common areas within the subdivision shall be conveyed to the Association, as common element property for the common use, benefit and enjoyment of its members, and such conveyance shall be accepted by it, provided it is free and clear of all financial encumbrances.

**ARTICLE 13**

**LAKES**

Section 1. Lake Frontage Lots. Certain lots in the subdivision are contiguous to ponds located on the Meadows Golf Course. The land under and around said ponds, are presently owned by Declarant. Said ponds are depicted in the recorded subdivision plat and the normal pool water elevation and the high water elevation of said ponds are, and will be as determined by the spillway elevation of said ponds. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said ponds, or with respect to said ponds, the land thereunder, the water therein, or its or their elevations, use or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided further that title shall not pass by reliction or submergence or changing water elevations.

Section 2. Lake Maintenance. The Declarant or owner of golf course from time to time shall have the right at any time to dredge or otherwise remove any accretion or deposit from the ponds.

**ARTICLE 14**

**ENFORCEMENT OF COVENANTS**



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Section 1. Violations Deemed a Nuisance. Every violation of this Declaration of Protective Covenants, the Articles and Bylaws of the Association and any rules and regulations adopted by the Association shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof.

Section 2. Failure to Comply. The failure to comply thereto shall be grounds for imposition of a reasonable fine by the Association, for an action to recover damages, or for injunctive relief or for specific performance, or any of them. Reasonable notice and an opportunity for a hearing shall be provided by the Association as applicable to any delinquent Owner prior to imposing a fine or commencing any legal proceedings.

Section 3. Who May Enforce. Any action to enforce any violation of any provision of these Protective Covenants may be brought as follows:

3.1 By the Association in the name of the Association and on behalf of the Owners.

3.2 By the Owner of any Lot.

Section 4. No Waiver. The failure of the Association or any Lot Owner to enforce or obtain compliance as to any violation, shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

## ARTICLE 15

### DURATION OF COVENANTS

Section 1. Term. This Declaration of Protective Covenants, and any amendments or supplements thereto, shall be perpetual from the date of recording, unless otherwise terminated or amended as hereafter provided.

Section 2. Amendment. This Declaration of Protective Covenants, or any provision thereof, may only be terminated, extended, modified or amended as to the Property subject to the Protective Covenants, or any portion thereof, upon the written consent by the Owners of 75% or more of the Lots in the Property. Any such amendment shall be by an instrument duly executed, acknowledged and recorded in the records of Archuleta County, Colorado, and upon such recording shall be for the benefit of and be binding on all Owners of Lots within the Property. Provided, however, the right of amendment herein granted may not be exercised by the Owners of Lots in the Property until either (1) five years have passed from the date of construction of the first improvements on any Lot or (2) 75% of all Lots within the Property have been sold or conveyed to third person Owners by the Declarant, whichever occurs first.

Section 3. Amendment by Declarant. Notwithstanding the provisions of Section 2, the Declarant reserves the sole right and power to modify and amend this Declaration of





Protective Covenants, and all Plats subject to this Declaration of Protective Covenants, by executing and recording such amendment in the records of Archuleta County, Colorado. Such right or power of the Declarant is limited to (1) the correction of any typographical or language errors in the Declaration of Protective Covenants and/or Plats, (2) any corrections required to comply with the applicable laws, rules and regulations of any governmental entity having jurisdiction over the Property, and (3) any changes or corrections required to reasonably satisfy the requirements of any commercial lender to provide financing for the purchase and/or construction of a residence upon any Lot, which are not contrary to terms of the Declaration. This right and power of the Declarant to modify or amend this Declaration of Protective Covenants and the Plats, in whole or in part, as set forth in this Section 3, shall be effective only until (1) five years after the date of construction of the first improvements on the Property or (2) the date that 75% of all Lots within the property have been sold or conveyed to third person Owners by the Declarant, whichever occurs first.

**ARTICLE 16**

**PRINCIPLES OF INTERPRETATION**

Section 1. Severability. This Declaration of Protective Covenants to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Declaration of Protective Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

Section 2. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

Section 3. Headings. The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration of Protective Covenants.

Section 4. Written Notice. All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by regular mail, postage paid, to the address of such Owner on file in the records of the Association at the time of such mailing.

Section 5. Limitation of Liability. Neither the Association nor any officer or director shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify all officers and directors with respect to any action



taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

Section 6. Attorney Fees. The Association shall be entitled to reasonable attorney fees, as well as its reasonable costs and expenses, incurred by it in any proceeding or action to interpret or enforce any provision of these documents.

Section 7. Applicable Law. The proper jurisdiction and venue for any action pertaining to the interpretation of enforcement of the Declarations shall be the District Court of Archuleta County, Colorado, unless otherwise chosen by the Association.

Section 8. Interest. Any sums, amounts or monies due and owing to the Association under the Association documents shall bear interest at 12% per year from the date due until paid.

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

FAIRFIELD COMMUNITIES, INC.

By Angela K. Halladay  
Angela K. Halladay  
Vice President

FLORIDA  
STATE OF ARKANSAS )  
ORANGE )ss.  
County of ~~Pulaski~~ )

The foregoing instrument was acknowledged before me this 15th day of January, 1999, by Angela K. Halladay.

WITNESS my hand and seal. My Commission Expires: 10/14/2002



Mary Dianne Green  
Notary Public

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which hereby is acknowledged, The Park Meadows at Fairfield Pagosa Homeowners Association, Inc., a Colorado not for profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration.

IN WITNESS WHEREOF, The Park Meadows at Fairfield Pagosa Homeowners Association, Inc., a Colorado not for profit corporation, has caused this instrument to be executed in its corporate name by its President and attested by its Secretary, all by order of its Board of Directors first duly given, this the 14 day of January, 1999.

PARK MEADOWS AT FAIRFIELD PAGOSA  
 HOMEOWNERS ASSOCIATION, INC.

Attest: Ben Banks By Steven L. Thull

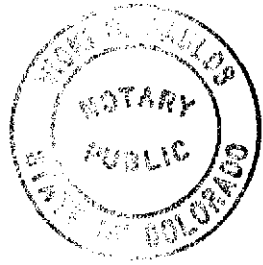
STATE OF COLORADO )  
 ) ss.  
 County of Archuleta )

On this 14 day of January, 1999, before me appeared Steven L. Thull and Ben Banks, to me personally known, who, being by me duly sworn did say: that they are the President and Secretary of The Park Meadows at Fairfield Pagosa Homeowners Association, Inc., respectively, a not for profit corporation of the State of Colorado, and that said instrument was signed and on behalf of said corporation by authority of its Board of Directors, and said President and Secretary acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Victor J. Lomas  
 Notary Public

My Commission expires: 03-17-99



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EXHIBIT A

A Tract of land located in Section 17, Township 35 North, Range 2 West, N.M.P.M. more particularly described as follows, to-wit:

COMMENCING at the Northwest Corner of said Section 17; THENCE South 89° 40' 52" East, along the North line of said Section 17, a distance of 2893.71 feet to the true point of beginning, this point being the Northeast Corner of The Ranch Community Subdivision, recorded under Reception No. 104681 and a point on the South line of Lake Pagosa Park, recorded under Reception No. 72998 in the Office of the Archuleta County Clerk and Recorder;

THENCE South 89° 40' 52" East, along the South line of said Lake Pagosa Park, a distance of 344.60 feet to the Westerly line of Pagosa in the Pines Unit Two Subdivision recorded under Reception No. 75408 in the Office of the Archuleta County Clerk and Recorder;

THENCE along the Westerly line of said Pagosa in the Pines Unit Two Subdivision for the following six (6) courses:

- " South 09° 56' 00" West, a distance of 857.28 feet;
- " South 40° 36' 05" East, a distance of 645.37 feet;
- " South 05° 22' 36" West, a distance of 853.76 feet;
- " South 41° 52' 35" East, a distance of 277.09 feet;
- " South 53° 23' 00" West, 26.00 feet to a point of curve to the right;
- " 29.83 feet along the arc of said curve to the right whose radius is 20.00 feet, and Central Angle is 85° 27' 35" to the Easterly Corner of North Village Lake Subdivision, as recorded in the Archuleta County Clerk and Recorder's Office under Reception No. 109817 and the Northerly line of Northlake Drive;

THENCE along the Northerly Line of Northlake Drive the following four (4) courses:

- " North 41° 52' 35" West, a distance of 178.60 feet to a point of curve to the left;
- " 597.84 feet along the arc of said curve whose radius is 741.95 feet and Central Angle is 46° 10' 01" to a point of compound curve to the left;
- " 239.98 feet along the arc of said curve whose radius of 660.00 feet and a Central Angle is 20° 49' 59";
- " South 71° 07' 25" West, a distance of 20.44 feet to the Southeast Corner of said The Ranch Community;

THENCE along the Easterly Boundary line of The Ranch Community for the following ten (10) courses:

- " North 15° 48' 45" West, a distance of 172.40 feet;
- " North 16° 00' 12" West, a distance of 199.88 feet;
- " North 15° 58' 57" West, a distance of 452.63 feet;
- " North 03° 29' 05" West, a distance of 329.95 feet;
- " North 39° 48' 06" East, a distance of 29.95 feet;
- " North 71° 02' 26" East, a distance of 205.02 feet;
- " North 71° 01' 21" East, a distance of 35.18 feet;
- " North 36° 59' 44" East, a distance of 409.87 feet;
- " North 33° 06' 08" West, a distance of 269.02 feet to a point on a non-tangent curve to the left and the Easterly line of Glade Drive;
- " 328.11 feet along the arc of said curve whose radius is 400.00 feet and the Central Angle is 46° 59' 55", the chord of which bears North 23° 47' 24" East, a distance of 318.99 feet to the point of beginning.