

Feb 15 1965 AT 3:19 O'CLOCK P.M.
RECORDING NO. 332289 LENA TUCKER, REG. CLERK

PROTECTIVE COVENANTS ON FLORIDA RIVER ESTATES RESUBDIVISION

COUNTY OF LA PLATA, COLORADO

Florida River Estates, Inc., a Colorado Corporation, with its principal office in the City of Durango, Colorado, being the owner of all the lands contained in a subdivision known as Florida River Estates Re-Subdivision, hereinafter referred to as "The Estates", which is a portion of Sections 7 and 8, Township 35 North, Range 8 West, N. M. P. M., La Plata County, Colorado, for the protection and benefit of all present and future owners of lots in The Estates, do hereby encumber all of said land and lots as shown on the official plats thereof, with the following protective covenants:

1. LAND USE AND BUILDING TYPE. The lots in The Estates shall be used only for residential purposes, except that Block 7, Lot 25 of Block 1, Lots 5 and 8 of Block 5, and Lots 18 and 19 of Block 6, may be used for other purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height and a private garage for not more than three cars. However, in addition to the principal residence building, two guest houses may be erected upon each lot for the convenience of the lot owner and not for rental purposes.

No trailers, shacks or tents shall be allowed on said lots except during construction periods, and only then such as shall be approved by, and subject to the control of, the Architectural Control Committee. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the owner of any other lot.

No building shall be located on any lot nearer than 35 feet from the front line, or nearer than 5 feet from any side or rear lot line, nor shall any structure be located upon any easement reserved or granted across any lot. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed so as to permit any portion of a building to encroach upon another lot. All septic tanks and the outer perimeter of all leach fields shall be not less than 25 feet from any property line.

No lot shall be re-subdivided or divided into more than one lot as now set in The Estates, except that Block 7 may be re-subdivided.

2. USE AND CARE OF LOTS. The construction, maintenance or display of signs, billboards, or advertising structures of any kind on any lot are prohibited, except that one sign or billboard advertising the rental or sale of a lot, whether improved or unimproved, shall be permitted, provided the face of such sign is not larger than 3 feet, and provided further that this restriction shall not apply to billboards erected by the corporation or developers for advertising purposes, nor to entrance signs to the lakes and club area, as may be erected by the corporation or developers.

No building material of any kind shall be placed or stored upon any lot until the time of commencement of construction, and then all such material shall be placed within the lot lines of such lot upon which such construction is planned. At no time shall building material be placed in the streets or between curbs and lot lines.

3. EASEMENTS. The following easements are reserved for the installation and maintenance of utility lines, including, electric power, gas, telephone, and TV cables, together with the perpetual right of ingress and egress for such installation, maintenance and replacement: An area 5 feet in width along the back line of each lot in The Estates; an area 5 feet in width along each side line of each lot in The Estates. An easement is also reserved for the use of the owners of the lots in The Estates, their guests and permittees over the lots along the river in Block 5 and Block 6. This easement shall cover the Florida River water course and an area 10 feet wide on each side of the banks of said river. This easement shall be limited to access for the purpose of fishing, and for no other purpose. Such use shall be subject to such controls and regulations as may be adopted, from time to time, by the Architectural Control Committee.

No building, wall, fence, or other structure shall be erected or maintained on any part of any area included within any easement hereinabove created.

4. ARCHITECTURAL CONTROL COMMITTEE - MEMBERSHIP AND DUTIES.

a. How formed. At any time prior to 1984, the corporation may appoint said committee which shall consist of three of the then record owners of lots in The Estates. At any time prior to the formation of such committee by the corporation, the majority of the then record owners of lots in The Estates may, by such nominations and procedures as they may choose to follow, elect and establish such committee which shall be composed of three of the then record owners of lots in The Estates. Until the formation of such committee, the corporation's Board of Directors, or any designated representative appointed by said board, shall perform the duties of the committee. There is hereby conferred upon the majority of the lot owners of The Estates, the power, by such nominations and procedures as they may choose to follow, to change the membership of any existing committee and to form new committees to replace existing committees. Whenever such committee is formed either initially or in replacement of an earlier committee, there shall be recorded with the Clerk and Recorder of La Plata County, Colorado, a written statement which shall include:

1. The name and address of each committee member
2. The date of such election
3. The number of lot owners as of the date of such election and the number of votes cast for such committee members as a panel, or, if elected individually, the number of votes cast for each committee member.
4. Any statement concerning the powers and duties of the committee which are changed either by enlargement or decrease from the powers and duties herein established.

5. Each such paper shall be acknowledged by each committee member before a Notary Public. Until such statement shall be recorded, no committee shall have any power of any kind and each such committee shall retain its originally conferred power until such time as a statement naming a replacement committee shall have been recorded. Any person dealing with the committee apparently serving The Estates by virtue of the last recorded instrument shall be permitted to rely on the authority of such committee and the power of such committee based on these restrictive covenants and any modifications thereof in such last recorded statement.

b. Replacement members. If any member of the committee shall resign, convey away his ownership of a lot in The Estates, die, or otherwise become unavailable for service on the committee, the remaining members may appoint a replacement committee member. In the absence of a committee member, the unanimous agreement of the remaining two members shall be sufficient to enable the committee to act officially. By unanimous vote, the committee may designate one of its members or some other person to act for the committee in fulfillment of any or all of the committee's duties.

c. Compensation. No committee member shall receive compensation of any kind for services rendered.

d. Duties. The committee shall perform such duties as it may, from time to time, undertake after notice to all members. In addition, the committee shall have full power to enforce these restrictive covenants and to do, and take, such action as may seem desirable in connection therewith. All plans and specifications for structures to be erected on any lots shall be submitted to the committee prior to the commencement of construction. The committee shall approve or disapprove such plans and specifications in writing. Any disapproval shall specify the reasons for disapproval and suggestions for correction to satisfy the committee standards. If the committee, or its designated representative, shall neither approve or disapprove such plans and specifications within 30 days after submission of same, such plans and specifications shall be deemed approved and in full conformity with these restrictive covenants and no action of any kind shall thereafter be brought or threatened with respect to such plans and specifications.

The committee shall not have power to waive or alter these restrictive covenants.

5. TERM OF COVENANTS. These covenants are to run with the lands herein described, and shall be binding on all present lot owners as well as the corporation, and on all future lot owners claiming from the present lot owners and corporation for a period of twenty-five years from the date of recording of these covenants. After twenty-five years, these covenants shall be automatically extended for consecutive periods of ten years each until or unless a majority of the owners of lots in The Estates shall cause to be recorded in La Plata County an instrument rescinding or changing these restrictive covenants. Such instrument shall designate the number of lot owners and shall be signed and acknowledged by a majority of the total number of lot owners, before a Notary Public.

6. ENFORCEMENT. These covenants may be enforced by the committee or by any lot owner in proceedings at law or in equity against any person, persons or corporation violating, or attempting to violate, them. Suit may ask for damages, injunctive relief, or both.

7. SEVERABILITY. Invalidation of any one of these covenants by judgment or court decree shall not affect any of the other provisions herein, which shall remain in full force and effect.

EXECUTED this 20th day of January, 1965.

FLORIDA RIVER ESTATES, INC.

ATTEST:

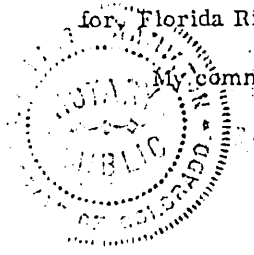
By [Signature]
President

[Signature]
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF LA PLATA)

Acknowledged before me this 14th day of January, 1965,
by Alton C. Dorsett as President, and Joe E. Childers as Secretary, of and
for, Florida River Estates, Inc., a Colorado corporation.

My commission expires August 29, 1965



[Signature]
Notary Public