

MICROFILM # 365345

When recorded mail to:
Transamerica Title Ins. Co.
P. O. Drawer 13028
Phoenix, Arizona 85002
Attn: Trust No. 93964 - BG

RECORDED *July 21 1971* UNIT #2
RECEPTION NO. 365345 LENA TUCKER, RECORDERS

FOREST LAKES/DURANGO, Unit #2.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, being the owner of all the following described premises, situated within the County of LaPlata, State of Colorado, to-wit:

Lots 1 through 421 inclusive, FOREST LAKES/DURANGO, Unit #2, a resubdivision of Parcel B and part of Parcel A Forest Lakes/Durango, and a subdivision of part of Section 1, Township 35 North, Range 7 West, NMPM, La Plata County, Colorado according to the plat of record in the office of the La Plata County Recorder, La Plata County, Colorado, in Reception No. 364390.

and desiring to establish the nature of the use and enjoyment thereof does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each part and parcel thereof, to-wit:

1. All lots in Forest Lakes/Durango, Unit #2 shall be designated as residential building sites.
2. All dwellings shall install water flush toilets and all bathrooms, toilets or sanitary conveniences shall be inside the buildings permitted hereunder.
3. Vehicles commonly known as camping trailers, owned by the lot owners, temporarily parked on a lot shall not be considered in violation of these restrictions; however, no camping trailer shall remain on any lot in Forest Lakes/Durango, Unit #2 for more than 150 days.
4. No building shall be located on any building site less than thirty (30) feet from the front lot line, except as noted on a plat on all sites covered by these restrictions, not less than twenty (20) feet from any side lot line, nor less than fifteen (15) feet from any rear lot line. Provided, however, no structures may be placed or erected in any easement shown on the plat.
5. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Developer can be made for a variance. However, the decision of the Developer is final.
6. No elevated tanks of any kind shall be erected, placed or permitted upon any of said lots. Any tanks for use in connection with any residential dwelling construction on said property, including tanks for the storage of gas and fuel oil, must be buried or walled in or kept screened by adequate planting to conceal it from neighboring tracts, roads and streets. No metal fence shall be erected on any lot.

7. No solid wall or fence over three (3) feet in height shall be erected or maintained nearer than thirty (30) feet to the front street line of any lot in Forest Lakes/Durango, Unit #2. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No wire fence shall be constructed other than woven wire fence around gardens. No "For Sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Developer who shall act until 75% of the lots have been sold.
8. No permanent structure shall be erected, altered, placed or permitted to remain on any of the lots other than two detached single family dwellings.
9. All detached single-family dwellings shall have a minimum square footage of living space of at least eight hundred (800) square feet, exclusive of attached garages or carports, porches or terraces.
10. All exterior construction of any buildings permitted hereunder must be completed within six (6) months from commencement thereof and conform to the accepted standard carpentry practices and the exterior of any building shall be completed within six (6) months from the date of commencing construction. All materials must be new or approved, no structure shall have a tar paper roof, rolled asbestos roofing material, nor shall any used structure be moved on to any lot. The exterior color of any building permitted hereunder shall be a forest blending color and approved by Developer and/or Architect.
11. It is the intent of Southwest Properties, Inc., an Arizona corporation, that all new or remodeled buildings, fences, walls, enclosures, cabanas and all other structures erected in Forest Lakes/Durango, Unit #2, be compatible and harmonious throughout the subdivision. Therefore, it shall be required that plans and specifications for all new and remodeled buildings, fences, walls, enclosures, cabanas and all other structures be submitted to, and reviewed by an architect appointed by Southwest Properties, Inc., an Arizona corporation, and written approval be obtained from said architect prior to the start of any construction operations for said structures. Two (2) sets of drawings and other documents, as required by said architect, sufficiently complete to fix, describe and illustrate the location on the lot, and the size and character of the proposed construction shall be submitted to said architect, and no structure of any kind, the drawings and other documents of which have not received the written approval of said architect, or which does not comply with such approved plans and specifications, shall be erected, placed or maintained on any lot. Approval of said drawings and documents shall be evidenced by the written endorsement of said architect on one (1) set of said submitted drawings and documents which shall be returned to the owner of the lot. One (1) set of said submitted drawings and documents shall be retained permanently by Southwest Properties, Inc., an Arizona corporation. No changes or deviations in or from said approved drawings and documents shall be made without the written approval of said architect being first had. The said architect nor the Southwest Properties, Inc., an Arizona corporation, shall not be responsible for any structural defects in said construction nor in any building or structure erected according to said approved drawings and documents. Southwest Properties, Inc., an Arizona corporation and/or architect, shall have the right to refuse to approve any such plans and specifications which are not suitable to or desirable in its opinion for aesthetic or other reasons.
12. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools or leach fields constructed in accordance with requirements and standards of county and state laws, rules and regulations and in accordance with sound engineering, safety and health practices. There shall not be allowed any outside portable lavatories, outside toilets or open plumbing.

13. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleaned of such debris, garbage and trash, the Developers may cause the same to be cleaned, if necessary, and charge the cost of same to the owner of such lots. Recording of a notice of such damages in the office of the La Plata County Recorder shall constitute a lien against said lot, which lien shall continue until released of record.

14. All outside fire, whether they be for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built and protected fireplace or incinerator in compliance with La Plata County regulations and must be attended so as to guarantee a minimum of smoking and smouldering.

15. All fireplace chimneys and outlets from stoves, heating appliances and outside fire boxes, must be protected from flying sparks by the use of approved spark arresters.

16. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No store, public office, and no hospital, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment, shall ever be erected or permitted upon any of said residential lots or any part thereof. No business of any kind or character whatsoever, or any other type, shall be conducted, in, on, or from any residential structure on said lots.

17. There shall be no indiscriminate use of firearms anywhere on Forest Lakes/Durango, Unit #2. This requirement is necessary because of the hazards natural to the type of terrain.

18. None of the lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimensions of such lot as shown by the plat of Forest Lakes/Durango, Unit #2, except for public utilities, provided this restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts of lots in such a manner as to create parcels of land in a common ownership having the same or greater street frontage than the street frontage shown in the plat of Forest Lakes/Durango, Unit #2 for any of the lots, and provided further, the lots from which a portion is conveyed shall, after such conveyance, have the same or greater street frontage as the street frontage as shown on the plat of Forest Lakes/Durango, Unit #2, for any one of the lots. Thereafter, such parts or adjoining or contiguous lots in such common ownership shall, for the purpose of these restrictions be considered as one lot. Nothing herein contained shall prevent the dedication or conveyance or portions of lots for public utilities, in which event the remaining portion of such lots shall, for the purpose of this provision, be treated as a whole lot.

19. Private passenger automobiles and trucks of the pickup class may be parked on the front or side line of any lot. Trucks larger than the pickup class and vehicles and equipment other than described above shall not be kept on any lot or street except in a private garage or except in an area that may be designated by the Developer. No motor vehicle which is under repair or not in operating condition shall be placed or permitted to remain on the street, or streets or any portion of any lot, or lots, unless where it is within an enclosed garage or structure.

20. The purchaser of any lot shall be entitled to use his lot for camping from the date of purchase thereof. However, the specific restrictions as to sanitary maintenance must be complied with by those persons camping on said lot. A public campground area may be maintained by the Developers on any portion of the subdivision. However, the said Developer shall have the right to discontinue, at such time as they deem advisable, any public campground area within the subdivision.

21. No noxious or offensive activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

22. It is furthermore declared that lots 155 through 274 inclusive Forest Lakes/Durango, Unit #2 shall be deemed for townhouse and/or multi-family dwelling use and that each and every of the following restrictions shall be applicable to the use of the said lots along with each and every restriction set forth in paragraphs one (1) through twenty-one (21) and paragraph twenty-three (23) hereof, except in the event there is a conflict, then the subparagraphs set forth hereinafter shall be deemed to control and be applicable to lot or lots which are used for townhouse and/or multi-family dwelling purposes.

a) Construction of a townhouse and/or multi-family dwelling shall not last longer than a period of six (6) months.

b) Any and all structures placed upon the premises shall be made from new materials; there shall be no structure placed upon the premises by moving the same onto the lot without prior written approval by the Developer.

c) There shall be minimum setbacks of not less than thirty (30) feet from the front lot line, except as noted on plat on all sites covered by these restrictions, not less than twenty (20) feet from any side lot line and fifteen (15) feet from any rear lot line. Provided, however, no structures may be placed or erected in any easement shown on the plat.

d) Not more than one (1) townhouse and/or multi-family dwelling per 1,000 feet of lot space shall be permitted on any lot or lots.

e) All townhouse and/or multi-family dwellings may not be more than 35 feet or two (2) stories in height.

f) A minimum of one and one-half parking spaces per unit must be provided for all townhouse and/or multi-family dwellings; no parking shall be permitted within the front yard setback on all lots used for townhouse and/or multi-family dwellings.

g) Appropriate refuse containers for residents of townhouse and/or multi-family dwellings must be provided by the owner(s) and/or builder(s) of said dwellings; all refuse must be placed in said containers and removed to appropriate dumping grounds at least twice a week during that period of time that there is refuse placed in any containers.

h) Each lot owner agrees to comply with whatever county or township regulation or ordinance might be in effect regarding the townhouse and/or multi-family dwelling use of the respective lot(s).

MICROFILM

FOREST LAKES/DURANGO, Unit #2

23. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach or violation thereof. Upon the breach of any of said restrictions, anyone owning land in said subdivision may bring a proper action in the proper court to enjoin or restrain said violation, or to collect damages or other due on account thereof.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of the said lots in Forest Lakes/Durango, Unit #2 until January 1, 1997, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a majority of the then owners of the lots in said Forest Lakes/Durango, Unit #2, it is agreed to change the said covenants in whole or in part.

Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (and conveyed) Southwest Properties, Inc., an Arizona corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise set aside.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator, provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record upon said lots or any part thereof.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In witness whereof, TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, an Arizona corporation, as Trustee, has hereunto caused its corporate seal to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers, this 30th day of June, 1971.

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, as Trustee

By: Kathryn Carnahan
Trust Officer

STATE OF ARIZONA
County of Maricopa

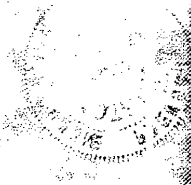
ss.

Before me this 30th day of June, 1971, personally appeared Kathryn Carnahan who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Trustee, by himself as such officer.

Connie Preuss
Notary Public

My commission will expire: 3-24-75

365395



STATE OF COLORADO }
LA PLATA COUNTY } ss Filing No. _____

I hereby certify that this instrument was
filed for record at 11:17 O'clock A M.
July 12 1978 and duly recorded
on Microfilm No. 365395 Fee \$ 1.50
By James Lusk Recorder
David Masby Deputy

Abstract