

DECLARATION OF PROTECTIVE COVENANTS

and

BUILDING RESTRICTIONS

ABEYTA CREEK ACRES

Huerfano County, Colorado

The DEVELOPER does hereby declare the creation and existence of Protective Covenants and Building Restrictions for the Subdivision, and that the Real Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, limitations, conditions and agreements hereinafter set forth.

1. Definitions:

- A. "DEVELOPER" shall mean and refer to the Owner, its successors and/or assigns of that land as described above, which is covered by these Protective Covenants and Building Restrictions.
 - B. "SUBDIVISION" shall mean and refer to that land shown on the plat herein described.
 - C. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
 - D. "LOT" shall mean and refer to any parcel of land shown and designated on the plat of the Subdivision as herein described.
 - E. "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to the DEVELOPER, and he shall approve in writing any plans, specifications and modifications to any structures, improvements, and the like within 30 days of submission.
 - F. "ASSOCIATION" shall mean and refer to The Abeyta Creek Acres Owners Association, the non-profit corporation composed of all members of Abeyta Creek Acres.
 - G. "COMMON LAND" shall mean and refer to all the land of Abeyta Creek Acres as designated on the plat of record which has been conveyed to Owners, together with all the improvements thereon less the specific recorded Tracts, and other reservations.
2. The reservations, easements and conditions contained herein shall be deemed covenants and restrictions running with the land and shall be binding on all parties and all persons claiming under them until 100% of lot sales are achieved, then they can be changed by a vote of a majority of the owners of the lots of the Subdivision, and it is agreed to change said Covenants and Restrictions in whole or in part.
3. All buildings erected, placed, or allowed to remain on a specified Tract shall be situated only within that portion of said Tract not restricted from use by easement or right-of-way, and shall not be nearer than 50 feet from any roadway right-of-way, not nearer than 25 feet from any side lot line, and not nearer than 30 feet from any rear lot line. Utility easements and rights-of-way are hereby reserved unto Developer, and any Public Utility Companies for construction, installation, and maintenance of any and all utilities, such as, underground power or surface powerlines, gas lines, drains, sewers, roads, water supply lines, telephone, or the like necessary or desirable for public health and welfare. Such easements shall be confined to a ten foot width along the perimeter of each designated Tract, and along every roadway abutting the premises, unless otherwise designated on the plat. All drainage areas shall be kept free and clear of permanent structures, except as authorized by Architectural Control Committee.

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4. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six (6) months from the date of the commencement of construction.
5. Right of access is hereby reserved to the DEVELOPER for general improvements of any person's premises or premises of the DEVELOPER, but such right of access to any particular premises shall terminate upon commencement of construction on the premises by the Owner.
6. No dwelling containing less than 900 square feet of living area, exclusive of garages, barns, carports, and accessory buildings shall be permitted on any lot. Use and occupancy of premises shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of Colorado and all government agencies having jurisdiction.
7. No structure (including fences, corrals, barns, etc.) shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by the Architectural Control Committee.
8. Livestock will be permitted providing it is kept in a fenced area and maintained in a clean and attractive manner. All barns, hutches, stables, pens, etc. must be located so they do not become a nuisance or health hazard to neighboring property owners and their water supply. Any property owner having animals as indicated above must have a well constructed fence capable of keeping the animals within property boundaries. Accessory buildings designed for the keeping of livestock will be a minimum of 50 feet from the property line.
9. No lot shall be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any activity be carried on, or substance kept, upon any lot that will emit foul or obnoxious odors, or that will cause unreasonable noise or which may be or become a nuisance to the neighborhood.
10. No sign or advertisement of any kind, other than name plates or professional signs not to exceed five square feet in area, shall be erected or maintained on the premises without the written approval of the Architectural Control Committee.
11. Rubbish and garbage must be kept in suitable containers and moved from lots in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on lots or on any part of Abeyta Creek Acres, except in such places as may be specifically designated and approved for such purpose by the county or municipal authorities.
12. The DEVELOPER reserves the right to change, extend, or close any streets or roads or to designate any area for uses other than single family residential and to cut new streets or roads, or file a replat of any of the plats herein above described, provided such change or replat shall not interfere with ingress and egress to the property of any lot not owned by the DEVELOPER, provided that the DEVELOPER is the original owner of not less than 5 contiguous and unsold parcels.
13. That any building upon any of said lots shall be approved prior to construction by Architectural Committee. The Architectural Committee, in passing on any requests for approval, shall consider the location, form, texture, color and exterior appurtenances of the proposed structure. Tentative plans shall be brought to the Committee for approval before commencing, working drawings, which include complete plans and elevations. Upon commencement of construction of any building, the work on the structure shall be diligently pursued in a workmanlike manner. No construction shall commence until a building permit for said construction has been obtained from the County of Huerfano Building Department.

14. Residential construction upon each lot must be permanent. (By permanent, it must have a foundation and not be mobile in appearance.) Buildings erected on each subdivided lot must be approved by the Architectural Committee before work is started.
15. No tract shall be used for the storage of lumber or any material (except during construction of a residence or approved outbuildings thereon) and no lot shall be used for the storage of trucks, cars, machinery or equipment except during the development of land and construction thereon or that ordinarily kept for the operation of lands described in this declaration for residential purposes as is normal in this area.
16. All water wells and sewage disposal systems placed upon any lot shall comply with existing requirements of the State of Colorado Health Department and any existing health requirements of the county.
17. Enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
18. Invalidation of any one of the covenants contained herein by judgement, court order or for any other reason shall in no way affect any of the other covenants, all of which shall remain in full force and effect.

ABEYTA CREEK ACRES OWNERS ASSOCIATION

A non-profit membership corporation, organized under the laws of the State of Colorado, and known as Abeyta Creek Acres Owners Association will be formed and charged with the duties and empowered with the rights set forth herein. It will be created by the Articles and its affairs governed by the Articles and By Laws. The Association will be activated when 100% of sales are reached.

The Association shall collect and place in an operating fund all monies derived from assessments collected by the Association.

In addition to the power and authority to enforce the Protective Covenants and other rules as specifically set forth herein, the Association shall have the authority to approve or disapprove any and all types of construction within Abeyta Creek Acres and if necessary, to enter upon any lot to maintain same if the individual member fails to so maintain the property.

The Association, from time to time, and subject to the provisions of the Protective Covenants, may adopt, amend and repeal rules and regulations, to be known as "The Abeyta Creek Acres Rules" governing, the use of all common land, as well as the procedures for the adoption, collection and enforcement of assessments and other funds. A copy of the Abeyta Creek Acres Rules, as they may from time to time be adopted, amended or repealed, certified by the Secretary of the Association, shall be recorded, and duplicate copies thereof shall be delivered to each member. Upon such recordation and delivery, the Abeyta Creek Acres Rules shall have the same force and effect as if they were set forth in and were a part of the Abeyta Creek Acres Protective Covenants.

Assessments: The Association is further charged with the responsibility for and is granted the authority, for enacting, adopting and enforcing assessments of the following classifications:

1) Maintenance Assessment - A maintenance assessment, based upon a budget developed by the Association, will be levied equally to all members for the maintenance of common land. This assessment will be charged when 100% of sale of lots has been made.

2) Special Assessments - A special assessment may be levied by the Association against any member as a direct result of whose actions or failure or refusal to act or comply with the Abeyta Creek Acres Protective Covenants, rules of the Abeyta Creek Acres Association, money was expended from the operating fund by the Association in performing its function under these same covenants, rules and regulations. This assessment may be equal to the amount expended by the Association.

The Board of Directors of the Association shall fix the amount of the annual charge per member by the first day of April of each year and written notice of the charge so fixed shall be sent to each member in the event it is changed from the previous year. Any change in assessment must be approved by 51% vote of the members. All monthly charges are payable annually by the member to the Association on or before the first day of May of each year for the ensuing year.

With the consent of the members, the Association Board may purchase livestock and may utilize the common lands for grazing purposes, or the common lands may be leased for grazing purposes. Members may include personally owned stock in the livestock herd with prior approval of the Board of Directors. The livestock grazing operation, whether owned or leased, shall be managed to provide funds to pay taxes on and for the improvement and maintenance of the common lands, facilities and improvements of the Abeyta Creek Acres Owners Association and to eliminate assessments or reduce the amount of the same. At no time shall such grazing be allowed to overstock or deplete common areas in a detrimental manner to vegetation or wildlife.

IN WITNESS WHEREOF, said Owner has hereunto caused this instrument to be signed and sealed on the 1st day of December, 1981.

ATTEST:

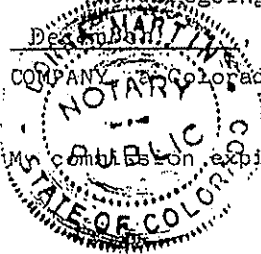
Harry R. Willis dba HUAJATOLLA VALLEY LAND AND CATTLE CO.

Harry R Willis
Harry R. Willis, OWNER

STATE OF COLORADO)
) ss
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 1st day of December, 1981, by Harry R. Willis, dba HUAJATOLLA VALLEY LAND AND CATTLE COMPANY, a Colorado landowner, on behalf of said Owner.

My commission expires: June 17, 1982



Donna Martin
Notary Public

Address: 103 E. Francisco
La Veta, CO 81055

SCENIC CORRIDOR VARIANCE FOR ABEYTA CREEK ACRES

On September 8, 1981 the Huerfano County Board of Adjustment approved the following minimum scenic setbacks from the Colorado Highway #160 right-of-way for Abeyta Creek Acres, said plat was recorded under Reception #283873:

Lots 1 through 6 inclusive	100 ft. setback
Lots 7 and 8	150 ft. "
Lot 9	100 ft. "
Lots 10 and 11	660 ft. "
Lots 12 and 13	150 ft. "
Lots 14 through 16 inclusive	100 ft. "
Lots 17 and 18	150 ft. "
Lots 19 through 23 inclusive	200 ft. "