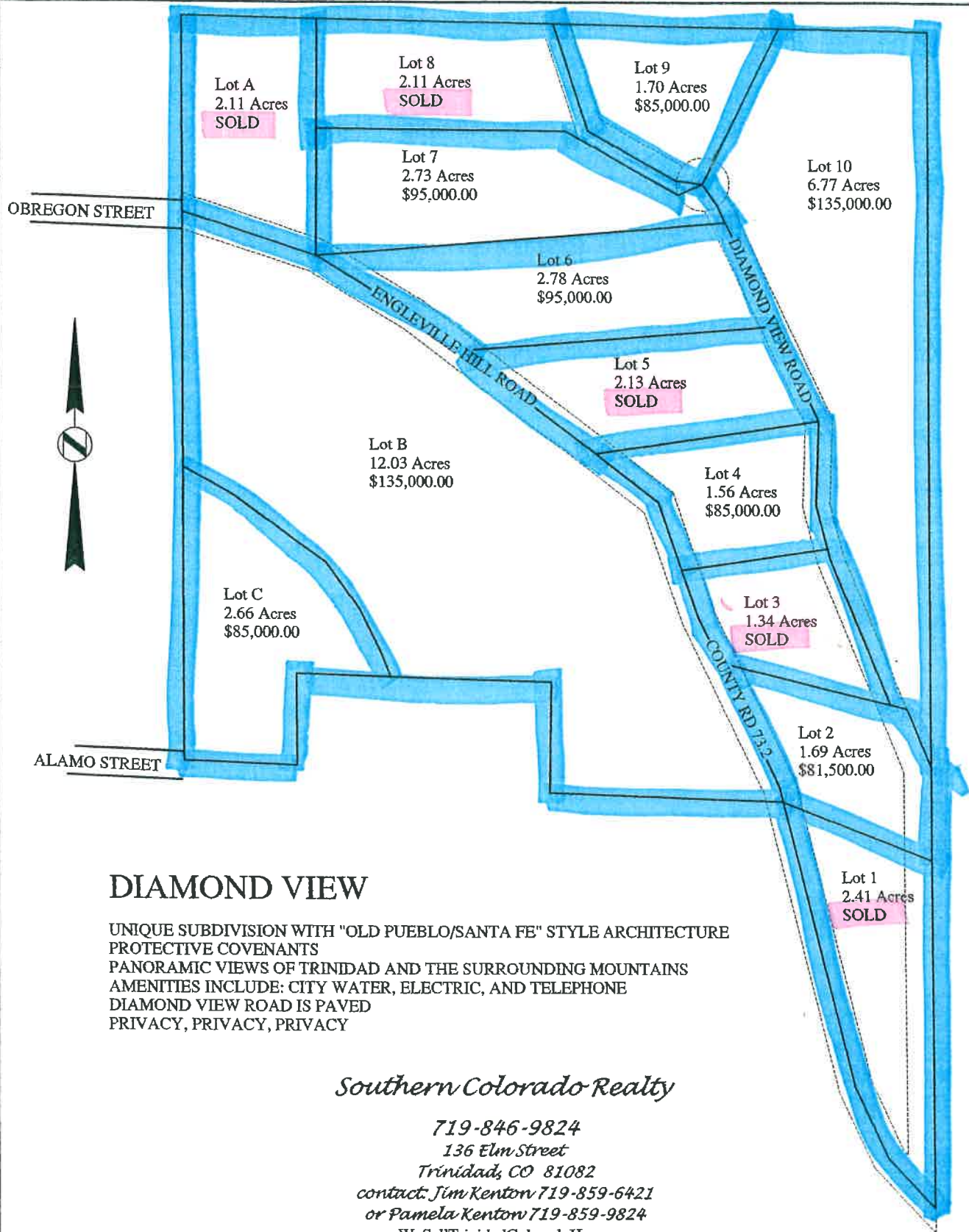


DIAMOND VIEW SUBDIVISION



DIAMOND VIEW

UNIQUE SUBDIVISION WITH "OLD PUEBLO/SANTA FE" STYLE ARCHITECTURE
PROTECTIVE COVENANTS
PANORAMIC VIEWS OF TRINIDAD AND THE SURROUNDING MOUNTAINS
AMENITIES INCLUDE: CITY WATER, ELECTRIC, AND TELEPHONE
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**DECLARATION OF PROTECTIVE COVENANTS
FOR
DIAMOND VIEW SUBDIVISION
LOTS 1 THRU 10 & A, B and C**

This Declaration of Protective Covenants is made this 2nd day of January 1999 by Ann Parsons (hereinafter called the "Declarant").

The Declarant is the owner of DIAMOND VIEW SUBDIVISION Lots one (I) thru ten (10) and A, B and C in Las Animas County, Colorado. The Declarant. desires to convey said real property, subject to certain protective covenants, restrictions and reservations as hereinafter set forth. The Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following covenants, restrictions and reservations, all of which are for the purpose of enhancing and protecting the value of the real property and the desirability and attractiveness of this living environment. These covenants, restrictions and reservations shall run with the real property and shall be binding upon all of the parties having or acquiring any right or interest in the described property or any part thereof and shall inure to the benefit of each owner thereof. This Declaration of Protective Covenants shall be enforced and may be amended or revoked by the Declarant until the Declarant has officially transferred control of these Covenants to the Lot Owners. Until such transfer the Declarant is the Architectural Control Committee (ACC).

Section 1. Access/Utilities

1.1 The Diamond View Road as is and as it appears on the recorded plat is a perpetual easement for access, ingress and egress for lot owners, their suppliers, visitors and guests and the construction and maintenance of public utilities and services.

1.2 Lot owners collectively shall maintain the subdivision signs, road easement area, road signs, road condition and surface, culverts, walls and gates and the domestic water system.

1.3 Except a security entrance gate which may be temporary, no obstructions shall be placed on Diamond View Road. Walls, underground septic systems and fences may be constructed on said access easements provided they are approved by the ACC.

1.4 Any agreements or contracts for extensions of utilities, services or access to third parties or property other than Lots I thru 10 from Diamond View Road are specifically reserved by arid for the Declarant and the Declarant's heirs and/or assigns.

Section 2. Domestic Water

2.1 Water for the use of Diamond View Subdivision Lot owners shall be provided by a Water Supplier designated by the Declarant.

2.2 All rules, regulations and conditions for water service and use set by the Water

Supplier and water rates and fees shall be judiciously followed and adhered to by all lot owners. Any Water Suppliers rules and regulations are a part of these Covenants.

2.3 For the purposes of water storage, water system facilities, signage and general subdivision maintenance operations an easement is retained by the Declarant on the South 300 feet of Lot one (#1) and a 15 foot from centerline easement along all existing lines. The Declarant reserves the right to convey or to add uses to the easement area on Lot #1.

Section 3. Walls, Fences and Animals

3.1 To allow for an open, natural landscape, walls and fences are not required along the front or side lot lines. Prior to construction, walls, fencing plans and any livestock fencing must be approved by the ACC.

3.2 All walls are to be, in appearance, attached to the home, with more cultivated plantings inside the walls and fenced compounds. Walls shall be limited to adobe-style walls and fences shall be rustic, western or "coyote" fences (cedar, juniper, aspen or pine properly designed to be harmonious with the main structure). Decorative fences must be functional. Any walls or fences placed on the Access Easement are to be maintained by the Lot Owner constructing said improvements.

3.3 Any lot owners who wish to fence the parameter of their land must bear the expense of fencing unless they can get their Diamond View neighbor to voluntarily cooperate in that fence. Lot owners are advised to follow State Statute when fencing where neighboring property owners outside of Diamond View Subdivision are involved.

3.4 The expense of maintaining partition or frontage fences in a functional and attractive condition is the sole responsibility of said lot owners, their heirs and assigns.

3.5 Pets are to be properly fenced in or confined indoors. No commercial dog breeding shall be allowed and dogs that are constant barkers shall be kept indoors.

3.6 A limited number of horses, other agricultural livestock or other animals are allowed only on Lots containing 1.70 acres or greater where they must be properly fenced in or confined, subject to ACC approval. All animal buildings or quarters must be of the same style and design as the main improvements so as to not distract from the spirit of the improvements.

Section 4. General Provisions

4.1 Signs or advertisements designating the Lot Owner or occupant's name, lot number or address or signs associated with properly permitted land uses may be placed on the property. Sign plans must be submitted to the ACC for approval. The ACC may require signs meet a Diamond View Subdivision sign code. This restriction shall not preclude the Declarant or Lot Owners from placing "For Sale or Lease" signs on their lots near the road for the sole purpose of managing or selling the property.

4.2 Lot owners shall not dump trash, refuse, garbage, junk, salvage, excess building materials and disabled vehicles on any lot nor shall an owner build, maintain, operate or construct any structure or condition that will cause the accumulation of garbage or animal waste or a condition causing an obnoxious odor.

4.3 Healthy trees or natural vegetation shall not be trimmed or cut closer than twenty five feet (25') to each side lot line unless for utility lines or driveways.

4.4 No trailer and/or mobile homes, single or double-wides, shall be permitted on any of the lots as a temporary or permanent dwelling, provided, however, unoccupied campers and motor homes may be maintained on a lot as long as they are currently registered and display licenses in accordance with the Laws of Las Animas County and State of Colorado. Motor homes, campers, boats and other large vehicles must be properly screened from sight.

4.5 Solar panels, satellite dishes, antennas and propane or other fuel tanks are to be screened from view or hidden behind walls or fences. Each lot owner shall maintain their property in good repair and appearance at all times.

Section 5. Architectural Control

5.1 All dwellings and any other improvements erected or placed on any portion of any lot must be properly permitted by the appropriate Las Animas County code enforcement department and erected to specifications that are equal to or greater than the Las Animas County building codes. Residential uses including office or studio, and in-home occupations that do not generate unreasonably greater traffic, visual impact, or disturbance than normal domestic use, are allowed. Other uses may prevail only after a properly applied for Special Use Permit is obtained.

5.2 No building, fence, wall, sign or other structure shall be commenced or erected upon any part of any lot, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevation, material and location of the same shall have been submitted to and approved by the ACC.

5.3 All dwellings and any other improvements erected or placed on any portion of any lot shall be of Historic Santa Fe Pueblo Style and Design and harmonious in design, roof line, material and appearance with the Historic Pueblo Theme. Each home is to blend with the pinion valley or ridge top landscape and have a uniform look in mass and color. All structures shall be or are to appear to be adobe constructed. Special attention, along with professional advice and ACC approval, shall be required as to the appearance of the parapet walls, vigas, recessed windows, lintels, texture of the stucco, thickness of walls and many other details that make this style and design appear authentic. It is recommended that all structures such as garages, gardens, squares, compounds, be attached or appear to be attached. Two story walls are to be avoided and second stories should be stepped back from the main view of the house. Exterior wall colors shall be earth tones to blend aesthetically in the natural setting. All

materials except the glazing of windows and doors shall be non-reflective or screened.

Credit for the following Specifications and for various concepts and language in these Covenants goes to Ann Moore and George Amos of Landmark Santa Fe Inc. of Santa Fe, New Mexico.

Historic Santa Fe Pueblo Style Design Specifications

The Historic Santa Fe Pueblo Style is characterized by simple lines and sculptured masses. It is distinguished from other "Southwestern" styles with which it is often confused, particularly styles with Mediterranean or California Mission characteristics containing such features as arches, red-tile roofs, and filigreed wrought-iron fixtures.

All exterior windows and doors shall be recessed on the exterior a minimum of one inch-two inches is preferred - and the plaster/stucco "bull-nosed" into the jamb in the classic rounded Pueblo-Style manner. The plaster pattern on exposed exterior lintels.

Section 6. Architectural Control Committee

6.1 The Declarant may appoint the Architectural Control Committee (ACC) or, at the Declarant's sole option, may transfer Architectural Control to the Lot Owners. The ACC shall consist of two individuals, which may be lot owners, appointed by the Declarant or elected annually by six lot owners (one vote per lot).

6.2 The ACC decisions are binding and final and they are vested the limited and reasonable power to impose additional requirements for specific circumstances of each submission.

6.3 In the event the ACC fails to approve or disapprove submitted plans, specifications and location within thirty (30) days after said items have been properly submitted to them, approval will not be required and this Section will be deemed to have been fully complied with.

Section 7. Enforcement/Amendment

7.1 After the Declarant has transferred control of these Declaration of Protective Covenants to the Lot Owners, any owner of any lot shall have the right to enforce, by any proceeding at law or in equity, all covenants, restrictions and reservations imposed by the provisions of this Declaration subject to Declarant amendments or changes and deviations from Specifications, if any. Failure by any owner or owners jointly to enforce a violation shall in no event be deemed a waiver of the right to do so thereafter. In the event any action is brought in a court of competent jurisdiction to enforce any assessments or covenants, restrictions and reservations contained herein, the successful party or parties shall be entitled to be reimbursed for reasonable attorney's fees incurred in the legal action.

7.2 The Diamond View Subdivision owners of Lots 1 thru 10 and Lots A, B and C may legally associate to do business (one vote per lot). Six Lots shall constitute an

Association quorum to arrive at decisions for binding assessments if and when necessary unless otherwise agreed. Failure to pay any properly approved Association assessment may cause a lien against the delinquent lot or lot owners and if not paid the Association shall have the right to foreclose said lien. Each owner by acceptance of a conveyance of a Diamond View Subdivision Lot, whether or not it shall be so expressed in such conveyance, are deemed to covenant and agree to pay the Association assessments. After (30) days following the mailing of any assessment 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. The Association, on the successful completion of a foreclosure, shall become the owner of the lot and be entitled to recover as part of the action, the interest, costs and reasonable attorney's fees with respect to the action. No owner(s) may waive or otherwise escape liability for the assessment provided for herein by non-use of the access easement for their lots.

7.3 The Declarant, the Declarant's heirs or specific assigns have the right to amend or change these covenants, restrictions and reservations any time prior to the transfer of control to the Lot Owners. After transfer, these PROTECTIVE COVENANTS may be amended or revoked by the vote of six or more of the lot owners as per paragraph 7.2 above. One vote for each lot for any vote. Secret ballots may be used. Prior to voting all lot owners must be notified in writing 30 days in advance of all proposed changes. Any resulting changes shall be attested to and duly recorded.

Section 8. Severability

8.1 Invalidation of any one or more of these covenants, restrictions or reservations by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, having executed this instrument this 2nd day of January 1999

