

UNIT FOUR

FOREST LAKES/DURANGO FOUR

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS DECLARATION constitutes the Fourth Amendment of the original Declaration recorder April 10th, 1973, in the Recorder's Office of La Plata County, Colorado as Reception No. 376407; as first amended in its entirety and recorded May 23, 1975, in said Recorder's Office as Reception No. 391630; as secondly amended part and recorded April 13th, 1976, in said Recorder's Office as Reception No. 399529 and as thirdly amended in part voiding the Second Amendment and recorded June 8, 1976, in said Recorder's Office as Reception No. 400757. This Fourth Amendment to the Declaration of Restrictions amends and entirely supercedes the Original, First, Second and Third amended Declarations. This Declaration is made the 13th day of June, 1978 by Southwest Properties, Inc. (hereafter Declarant"), as owner of the entire beneficial interest in Continental Service Corporation (formerly Transamerica Title Insurance Company) Trust 95964, as authorized by the terms of that Trust, and Continental Service Corporation as Trustee there under (hereafter "Trustee"), solely bare legal title holder and not personally and acting at the proper direction of Declarant.

The Declarant was and/or is the beneficial owner of the real property described as the Forest Lakes/Durango four subdivision, County of La Plata, State of Colorado, recorded March 12, 1973 in Reception No. 375904, records of La Plata County, State of Colorado.

The Declarant has and intends to sell or convey all or a portion of the lots in Forest Lakes/ Durango four, and desires to subject them to certain protective reservations, covenants, conditions and restrictions (hereafter "Conditions"), between it and the acquirers and/or users of the lots in Forest Lake/ Durango Four.

Paragraph 1 entitled "Duration" of Section VIII, entitled "GENERAL PROVISIONS" contained in the First Amended Declaration read, in part, as follows (p.26):

"Notwithstanding anything to the contrary herein stated and until 75 percent of the said lots have been sold (and conveyed), Southwest Properties, Inc., an Arizona corporation, its successors and assigns, may cause the within restrictions and covenants or any part there of to be altered, deleted or otherwise set aside by and appropriate document duly executed by southwest Properties, Inc."

Less than seventy-five percent (75%) of the lots in Forest Lakes/Durango Four have been sold and conveyed, and the Declarant now desires to exercise the authority quoted above to amend and supercede the First Amended Declaration and all other Declaration prior hereto.

THEREFORE, KNOW: That Declarant has established and hereby establishes a general plan for the protection, maintenance, development and improvement of Forest Lakes/Durango Four.

This declaration is designed for the mutual benefit of the lots in Forest Lakes/Durango Four and all lots and portions of Forest Lakes/Durango Four shall be held, leased, sold and/or conveyed by Declarant subject to these Conditions. Furthermore, each of these Conditions shall apply to and bind the respective successors in interest of Declarant and successive lot owners and each Condition is imposed upon Forest Lakes/Durango Four as a mutual equitable servitude in favor of each parcel of land therein as the dominant tenements, and in favor of Declarant.

In interpreting and applying the regulations of this Declaration of Restrictions, they shall be held to the maximum requirements for the promotion of the public health, safety and general welfare of the property within Forest Lakes/Durango Four . It is not intended by this Declaration of Restrictions to interfere with, abrogate, or annul any County of La Plata and/or Stat of Colorado ordinance, rule or regulation adopted or issued to regulate the use of buildings or premises within Forest Lakes/Durango Four.

IN THE EVENT THIS DECLARATION OF RESTRICTIONS CONFLICTS WITH AND COUNTY OF LA PLATA OR STATE OF COLORADO REGULATIONS, THE MOST RESTRICTIVE SHALL GOVERN.

COMMITTEE OF ARCHITECTURE

Declarant has and shall appoint a Committee of Architecture (hereafter "Committee"). Declarant, for a period of twenty years from the date of this Declaration of Restrictions, shall have the power to determine the number on the Committee, to name the members and determine the term of the members and to fill vacancies on the Committee. At the end of the twenty-year period, such powers shall be vested in the Forest Lakes Metropolitan Improvement District or a non profit, incorporated homeowner's association, if and when any such association is formed.

It shall be the general purpose of the Committee to provide for maintenance of a high standard of architecture and construction, in such manner as to enhance the aesthetic values of the developed subdivision.

The Committee shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration of Restrictions. The Committee shall make a copy of this Declaration of Restrictions available to any lot owners upon request.

The Committee shall adopt reasonable rules and regulations for the conduct of its proceeding and may fix the time and place for its regular meetings and for such extraordinary meetings as may be necessary. Any and all rules or regulations adopted by the Committee regulating its procedure may be changed by the Committee by a majority vote and so such rules or regulation shall be deemed any part of this Declaration.

The Committee shall determine whether the Conditions contained in this Declaration of Restrictions are being complied with.

The Committee may adopt reasonable rules and regulations in order to carry out its duties.

CONDITIONS:

Lots 1 through 322, inclusive, and Lots 344 through 404, inclusive of Forest Lakes/Durango Four shall be designated as single-family residential and shall be improved, used, and occupied in accordance with the Single-Family Land Use Regulations of this Declaration of Restrictions.

Lots 323 through 343, inclusive, and Forest Lakes/Durango Four shall be designated as multi-family residential and shall be improved, used, and occupied in accordance with the Multi-Family Land Use Regulations of this Declaration of Restrictions.

Lot 415 of Forest Lakes/Durango Four shall be designated as Commercial and shall be improved, used, and occupied in accordance with the Commercial Land Use Regulations of the Declaration of Restrictions.

Lots 405 through 414, inclusive, of Forest Lakes/Durango Four shall be designated as Greenbelt Recreational and shall be improved, used, and occupied in accordance with the Greenbelt Recreational Land Use Regulations of this Declaration of Restrictions.

All definitions and designations contained herein refer to this Declaration of Restrictions recorded with Forest Lakes/Durango Four.

Declarant reserves the right to convey and/or dedicate rights-of-way and easements of strips of land within or along the side and rear lot lines of all lots for public utilities, television, communication cables and for drainage purposes, as necessary or required by law or appropriate agencies, including additions to or enlargements of easements already of record. Declarant may assign these rights at any time, in Declarant's sole discretions. These rights shall run with the land for at least the time this Declaration is effective, and be extended or may be for the period of beneficial ownership, as Declarant or its assigns may elect. These rights may be exercised in whole or in reference to particular lot(s). At any time prior to the exercise of these rights in reference to any particular lot(s), Declarant may release such lot(s) from this reservation of rights by appropriate instrument.

I. IMPROVEMENT STANDARDS

1. No building, fence, patio or structure of any kind may be erected, have its exterior altered, be added to, or be placed on any lot until plans showing floor areas, external design, landscaping, driveway and parking areas, structural details, and the ground location of the structure along with a plot plan have been delivered to and approved in writing by the Committee. Two sets of drawings and any other documents required by the Committee shall be submitted to the Committee. Approval of drawings and documents will be by the written endorsement of the Committee on one set which will be returned to the owner of the lot. The other set will be retained permanently by the Committee. The Committee may require changes, deletions, or revisions in order that the architectural and general

appearance of all buildings and grounds be in keeping with the architecture of the neighborhood and not be detrimental to the public health, safety, and general welfare of the community. All structures must conform to the requirements of the Uniform Building Code as published by the International Conference of Building Officials, then current edition; the requirements of the National Electrical Code as published by the National Electric Contractors Association, then current edition, as a guide to sound construction and electrical installation practices with the County of La Plata and all applicable local, county, state and/or federal rules and regulations.

2. The architectural character of all structures shall be in harmony with and compatible to that adopted by the Committee for the zone in which they are located, and to existing structures within the zone.
3. Neither the Committee nor Declarant may be held responsible for any defects in structures erected according to approved drawings and documents.
4. The Committee has the right to refuse approval of any plans which are not suitable or desirable in its opinion for aesthetic or other reasons.
5. Notwithstanding any other provisions of this Declaration, it shall be the prerogative and in the jurisdiction of the Committee to review applications and grant approvals for variations from this Declaration. All local, count, state and/or federal rules and regulations applicable to the requested variation must also be complied with. Both the Committee and any agency must approve a variation before it is granted. Variations may be granted only when, in the sole opinion of the Committee, they do no detract from the appearance of the premises and are not detrimental to the public welfare or to the property of other persons in the vicinity.

II. DEFINITIONS

For the purpose of this Declaration of Restrictions, the following words are defined:

1. Accessory Use.

A use naturally and normally incidental to, subordinate to, and devoted exclusively to the main use of the premises.

2. Accessory Building

A building of structure which is subordinate to, and the use of which is incidental to that of the principal building, structure, or use on the same lot.

3. A-Frame Building

A Building or structure having a triangular front and rear appearance like the letter "A", but not necessarily with a crossbar. Two side angle up very steeply from or

near ground level and also serve as the roof. The front and back are straight.

4. Apartment (Condominium)

See "Individual air Space Unit".

5. Architectural Committee

The Forest Lakes/Durango Committee of Architecture.

6. Automobile Service station

A service station which supplies gasoline and diesel fuel to motor vehicles, whether or not it includes grease racks or elevators, wash racks or pits, tire repairs, battery servicing and repairing, ignition services, sales of motor vehicle accessories and other customary service for automobiles, but excluding painting, body work, and steam cleaning service.

7. Basement (Cellar)

The floor in a building next below the principal floor. A basement may be located partly above grade, but the vertical distance from grade to basement ceiling must be less than the vertical distance from grade to basement floor. (See "Grad")

8. Building Area

That portion of a lot exclusive of all "setback" areas and easements. See "Setback Regulations".

9. Building

A structure having a roof supported by columns or walls for housing, shelter, or enclosure of persons, animals, chattels, or property of any kind.

10. Building, Community

A public building designed or used for community activities of an institutional, recreational, or public service nature.

11. Building, Condominium Project

The principal structure or structures erected or to be erected upon the land described in a Declaration of Condominium Ownership recorded pursuant to applicable Colorado law. See "Condominium Project".

12. Building Height

The vertical distance from the average finished ground level of the site to the highest point of the structure directly above ground level. On sloping sites, variances may be granted by the Committee if approved by all applicable local, county and/or state agencies.

13. Building, Principal

A building which houses the principal use of the lot. In a residential zoning district any dwelling structure is deemed to be a principal building on the lot.

14. Building site

The ground area of a building or group of buildings together with all open spaces required by Declaration of Restrictions.

15. Camping Site

Any pick-up camper, motor home, travel trailer, tent trailer or other similar mobile unit not exceeding either eight (8) feet in body width or thirty-two (32) feet in body length and designed specifically for recreation and/or vacation purposes.

16. Carport

A permanent roofed structure with one or more open sides used or intended to be used for automobile shelter and storage. All such storage must be concealed from public view.

17. Club

An association of persons, whether incorporated or unincorporated, for some common purpose but not including groups organized primarily to render a service carried on as a business.

18. Condominium (Condominium Project)

All of the real estate described in a Declaration Condominium Ownership recorded pursuant to Colorado law. For purposes of this definition, "real estate" includes all land, all leaseholds or other estates or interests in, over or under the land, all structures, fixtures and other improvements and interests which by custom, usage or law would pass with a conveyance of the land, and all restrictions, covenants and rules and regulations pertaining to the land. Any such development must be in accordance with the then current "Condominium Ownership Act" of Colorado and any other applicable local, county, state and/or federal regulation of

condominium ownership

19. Condominium Owner

A natural individual, corporation or any other entity or combination of entities capable of owning real property under the laws of the State Of Colorado who owns all or any interest in a condominium unit.

20. Condominium Unit

An individual air space unit together with the interest in the common elements appurtenant to such unit in a condominium project.

21. Declaration of Condominium Ownership

An instrument required for condominium ownership by Colorado law which defines the character, duration, right, obligations and limitations of condominium ownership.

22. Dwelling

A building or portion thereof designed or used exclusively for residential purposes with facilities for living, sleeping, cooking and eating, including attached garage or carport, single and multiple family dwellings and individual air space units.

23. Dwelling Group

A group of three (3) or more buildings which occupy a parcel of land in one ownership and have a yard in common.

24. Dwelling, Multiple

A building or portion thereof designed for occupancy by two or more families.

25. Dwelling, Single-family

A building designed for occupancy by one family.

26. Dwelling Unit

Any structure or part of a structure designed to be occupied as the living quarters of a single family or housekeeping unit.

27. Floor Area

The sum of the gross horizontal areas of every floor of all buildings on the lot

measure from the exterior faces of the exterior walls or from the center line of wall separation dwellings, including basement floor area, elevator shafts and stairwells on each floor, floor space used for mechanical equipment, pent houses, interior balconies and mezzanines, and enclosed porches, but not including any space devoted to parking or to loading or unloading.

28. Garage, Private

An accessory building or portion of a principal building designed or used for the parking or temporary storage of motor vehicles belonging to occupants in the building to which such garage is accessory, but the parking or temporary storage of delivery or truck motor vehicles having capacity in excess on one ton is not allowed.

29. Garage, Public

A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling, or storing motor vehicles.

30. General Common Elements of a Condominium

As to property subject to a Declaration of Condominium Ownership, unless otherwise provided in that declaration of by written consent of all the condominium owners.

- A. The land or the interest therein on which a building or buildings are located;
- B. The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of such building or buildings;
- C. The basements, yards, gardens, parking areas, and storage places;
- D. The premises for the lodging of custodians or persons in charge of the property;
- E. Installations of central condominium project services such as power, light, gas, hot and cold water, heating, refrigeration, central air conditioning, and incinerating within the condominium project;
- F. Elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations, existing for common uses;
- G. Such community facilities as may be provided for in the Declaration of Common Ownership; and

H. All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

31. Grade

For lots adjacent to one street only, the line of inclination (ascent or descent) from the street adjoining the lot.

For lots adjacent to more than one street, the average line of the lines of inclination (ascent or descent) from all streets adjoining the lot.

32. Guest Room

A room designed for temporary occupancy by one or more persons who rent or occupy it for sleeping purposes, but which does not have cooking facilities and not including dormitories.

33. Home Occupation

Any occupation or profession customarily conducted entirely within a dwelling unit and carried on by a member of the family residing therein. Such use must be clearly incidental and subordinate to the use of the dwelling unit for dwelling purposes. No employee, and no mechanical equipment except for that which is customarily used for domestic, hobby, or household purposes may be used in connection with a home occupation. Home occupation includes the use of a dwelling unit by physician, surgeon, dentist, lawyer, clergyman, or other profession person for consultation or emergency treatment, but not for the general practice of his profession. A clinic, hospital, barber shop, beauty salon, animal hospital, advertising of public relations agency, interior decorator's office or workshop, real estate or insurance office, stockbroker's office, or similar use is not a home occupation use.

34. Hotel

A building designed for or occupied as the temporary occupancy of individuals who are lodged with or without meals, in which there are six (6) or more guest rooms and in which no provision is made for cooking in the majority of the individual rooms or suites and in which ingress and egress to and from all guest room are made through an inside lobby or office.

35. Hotel, Resort

A building or group of buildings, other than a motel, boarding house, or lodging house, containing individual guest rooms, suites of guest rooms, and dwelling units, and which furnishes services customarily provided by hotel.

36. Individual Air Apace Unit

Any enclosed room or rooms occupying all or part of a floor or floors in a building of one or more floors, but not the entire building, to be used for residential purposes.

37. Industrial Waste

Any material, waste liquid or other matter that does not commonly occur in sewage from residential sources.

38. Laundry, Self-Service

A building within which clothes washing and drying machines, and clothes dry cleaning machines, either coin operated or attendant operated, are provided on a rental basis for use by individuals doing their own laundry and dry cleanings.

39. Limited Common Elements of a Condominium

“Limited Common Elements “ means those common elements designated in the declaration as reserved for use by fewer than all the owners of the individual air space units in a condominium project.

40. Loading and Unloading Space

A permanently maintained space on the same lot as the principal building accessible to a street or alley and not less than the (10) feet in width, twenty (20) feet in length, and fourteen (14) unobstructed feet in height.

41. Lot

Any lot, parcel, tract of land, or combination thereof, shown on a plat of record or recorded by metes and bounds that is occupied or intended for occupancy by a use permitted in this Declaration of Restrictions.

42. Lot Area

The area of a horizontal plane within the lot lines of a lot.

43. Lot Coverage

The percentage of the area of a lot which is occupied by building or other covered structures.

44. Lot Depth

For lots having front and rear lot lines which are parallel, the horizontal distance

between such lines; for lots having front and rear lot line which are not parallel, the horizontal distance between the mid-point of the front lot line and the mid-point of the rear lot lines; and for triangular shaped lots, the horizontal distance between the front lot line and a line within the lot, parallel to and at a maximum distance from the front lot line, having a length of not less than ten feet.

45. Lot, Key

A lot adjacent to a corner lot having its side lot line in common with a rear lot line of the corner lot and fronting on the street which forms the side boundary of the corner lot.

46. Lot Line

Any line bounding a lot.

47. Lot line, Front

The boundary of a lot which separates the lot from the street; and in the case of the corner lot, the front lot line is the shorter of the two (2) lot lines separating the lot from the street except that were these lot lines are equal or within fifteen (15) feet of being equal, either lot line may be designated the front lot line, but not both.

48. Lot Line, Rear

The boundary of a lot which is most distant from, and is or is most nearly parallel to the front lot line; except that in the absence of a rear lot line as is the case of the triangular shaped lot, the rear lot line may be considered as a line within the lot, parallel to and at a maximum distance from the front lot line, having a length of not less than ten (10) feet.

49. Lot line, Side

The boundary of a lot which is not a front lot line or a rear lot line.

50. Lot of Record

A lot which is part of a subdivision, the plat of which has been recorded in the Office of the Court Recorder of La Plata County; or a lot, parcel or tract of land, the deed of which has been recorded in the Office of the Court Recorder of La Plata County.

51. Lot Width

For rectangular lots, lots having side lot lines nor parallel, and lots on the outside of the curve of a street, the distance between side lot lines measured at the

required minimum front set back line on a line parallel to the street, chord; and for lots on Teesside of the curve of a street, the distance between side lot lines measure thirty (30) feet behind the required minimum front set back line parallel to the street or street chord.

52. Metropolitan Improvement District
(Forest Lakes Metropolitan Improvement District)

All owners of one or more lots within the subdivision are automatically within the jurisdiction of this quasi-municipal body governed by a five (5) person Board of Directors who are qualified to vote in a general election in the State of Colorado and either District residents or owners of property within the District.

53. Motel

A building or group of buildings containing guest room or suites in which no provision is made for cooking in the majority of the individual rooms or suites, and entrance to which is either directly from the outside of the building or from an interior lobby as in an hotel. The outside of the building has a garage or parking space designed primarily for the accommodation of automobile transients.

54. Parking Lot

An area, other than a street or alley, devoted to unenclosed parking space.

55. Parking space

A permanently surfaced, temporarily surfaced, or no surfaced area, enclosed or unenclosed, deigned for the parking of a private passenger automobile or truck of the pick-up type. A parking space must be together with a driveway connecting the parking space with a street or alley and permitting the ingress and egress of an automobile. County regulations require that driveway construction shell ensure that no on-lot drainage flows to any public road surface. See "Parking Regulation".

56. Paving

A substance which is concrete, asphalt, asphaltic seal coat over rock base or any other quality paving material approved by the Committee of Architecture.

57. Person

A natural individual, corporation or any other entity or combination of entitles capable of owning real property under the laws of the State of Colorado.

58. Power Distribution Systems

Primary and secondary circuits, transformers, etc., and service lines require to service buildings and dwellings.

59. Setback

The open space at grade level between a building and the adjacent lot lines, unoccupied and unobstructed by any portion of a building or dwelling from the ground upward. In measuring a setback for the purpose of determining the width of a side setback, the depth of a front setback, or the depth of a rear setback, the minimum horizontal distance between the lot line and the nearest building or dwelling or any projection thereof is to be used. See "See Setback Regulation" sections under the land use provisions herein.

60. Story

That portion of a building included between the surface of any floor and the surface of the floor next above; or, if there is no floor above, the space between the floor and the ceiling next above. A basement is not a story.

61. Story, Half

A space under a sloping roof where the line of intersection of roof decking and wall is not more three (3) feet above the top floor level and not more than sixty percent of the floor area is completed for principal or accessory use.

62. Street

Any vehicular way constructed within or upon any portion of common area designated as a private road or right-of-way on the recorded plat map of Forest Lakes/Durango Four.

63. Street Line

The boundary which separates the right-of-way of a street from the abutting property.

64. Structural Alteration

Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any complete rebuilding of the roof or exterior wall.

65. Structure

Anything constructed or erected which requires location on the ground or attached to something having location on the ground, but not including camping units, vehicles or fences or wall used as fencing either of which is six (6) feet or less in

height.

66. Surfacing, Non

An area upon a lot which may be used in the natural condition or utilizing the soil as a finished surface.

67. Surfacing, Temporary

An area on a lot used for driveways, parking or walkways, upon which gravel, cinders or other nonpermanent materials have been placed.

68. Unit Owner's Association or Corporation of a Condominium

All condominium unit owners shall be members of such an association or corporation. All articles of Incorporation, By-Law, Amendments, and records of receipts and expenditures of such an association or corporation must be prepared and distributed in accordance with the ten current "Condominium Ownership Act" of Colorado and any other applicable local, county, state and/or federal regulation of condominium ownership.

69. Use

The purpose for which land or a building is designed, arranged, intended, or may be occupied or maintained. The principal use is the main use of land or a building as distinguished from an accessory use.

III. GENERAL LAND USE REGULATIONS

The following provisions shall be applicable to all property regardless of its zone or classification:

1. Advertising; Signs; Billboards

No sign, advertisement, billboard or advertising structure of any kind is allowed on any unimproved residential or commercial lot.

No sign, advertisement, billboard or advertising structure of any kind may be erected or displayed to public view until plans and specification of the form of advertisement and its location on the lot or building have been submitted and approved by the Committee of Architecture and are in compliance with all local, county, state and/or federal regulations.

2. A-Frame Architecture

A-Frame buildings may only be constructed on lots the Declarant designates as

“wooded”, and after written approval from the Architectural Committee has been obtained.

3. Antennas, Air Conditioning Units, Water Softening Units

No antenna, air conditioning unit, evaporative cooler, water softener or other similar objects which is not part of the basic structure of a dwelling or other building may be placed upon or above a roof. Any such object must be architecturally concealed from view according to plans approved by the Committee of Architecture. However, television antennas may be placed upon the top of dwellings.

4. Building Exterior

The exterior portions of all buildings, except those constructed of slump block, above or brick, must be painted, stained and otherwise finished immediately upon completion. The exterior color of all dwellings or buildings must be muted tones and earth colors so as to blend with the surrounding terrain.

5. Clothes Lines

No exterior clothes lines may be installed on any lot.

6. Discharge of Firearms

No hunting or discharge of firearms is allowed on any lot.

7. Dust Control

No lot owner may disturb the natural soil, grass, or growth unless the owner immediately thereafter constructs on, paves, gravels or replants the disturbed areas with ground cover or treats it in a manner which is approved by the Committee of Architecture.

8. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Not structure, planting or other change which could damage or interferes with the installation or maintenance of utilities or change the direction of or obstruct the flow in drainage channels within easements may be placed or made within any easement area. Easement areas and improvements therein must be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.

9. Fences

Fences, walls, hedges, or shrubs may be erected or planted in rear of side yards to a height not exceeding three (3) feet, provided they are not closer than twenty-five (25) feet

to a street right-of-way line.

No fence, wall hedges, trees, plants shrubs or foliage may be placed or planted in such a manner as, in the opinion of the Committee of Architecture, could create a serious potential hazard or non-aesthetically pleasing appearance to the other residents of the area. No wire or chain link fencing materials will be allowed.

10. Fires and Fireplaces

All outside fires, whether for cooking, camping, trash burning or any other purpose, are considered 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 and in compliance with all applicable local, county and state regulation. All fires must be attended so as to guarantee a minimum of smoking and smoldering.

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.

11. Foundations

Foundations constructed on any building, dwelling or lot must be a minimum of 12" (twelve inches) above grade.

12. Electrical Power

No source of electrical energy may be brought to or used upon the property until the Committee of Architecture has approved plans and specifications for the erection of improvements upon the lot.

13. Improvements

Construction, alteration, or erection of any building or dwelling on any lot must be completed within one hundred eighty (180) days from the date of approval from the Committee of Architecture. However, in extraordinary instance, the Committee of Architecture has the right to lengthen this period of time. No used structure may be moved on to any lot and all materials must be new absent approval by the Committee.

14. Motor vehicles, Camping Units, Boats, etc.

No camping units, boats or motor vehicles or similar objects which are under repair, junk, old, inoperative or unlicensed can be kept on any lot unless within an enclosed private garage or structure.

No stored and/ or concealed vehicle, whatever vintage or condition, may be used for human or animal habitation at any time

Camping units may be used as temporary non-rental guest residences for up to ninety (90) days per year, during which time they may be kept on the lot but may not be kept in any required front, side or rear setback area.

The Architectural Committee may require any lot owner to remove a camping unit if in its sole opinion the unit is being used as a temporary non-rental guest residence for longer than the annual ninety (90) day period. The Committee's determination of when each lot owner's ninety (90) day annual period has terminated is conclusive and binding upon each lot owner.

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to
The Architectural Committee may require any camping unit, boat, vehicle or similar unit removed from a lot if in the Committee's sole opinion the units appearance is repugnant the aesthetic standards set by the Committee.

Ten (10)day after a lot owner's receipt of a written request from the committee for removal of an offending unit, upon failure of the lot owner to honor the request, the Committee may remove the unit at the lot owners expense.

See also "Parking Regulations" under the land use provisions herein.

15. Nuisances

or
No noxious or offensive activities may be carried on upon any lot. Nothing, may be carried on upon any lot. Nothing, may be done that could be or become an annoyance nuisance to the neighbor hood.

16. Occupancy of Structures

No structure may be occupied or used until it has been substantially completed.

No structure may be occupied until it is connected to the central water system.

conveniences
portable
No structure may be occupied until all bathrooms, toilets and other sanitary within the structure are connected to the central sewerage system. No outside lavatories, outside toilets, or open sanitary plumbing are allowed.

17. Roof Colors and construction

cedar
No structure may have asphalt roofing, rolled asbestos roofing or use metal roofing materials. The roofs of all buildings or dwellings must be constructed of high grade shake shingle or asphalt composition shingles.

18. Storage of Materials

In any building project, during construction and during the period of sixty (60) days after completion, a lot may be used for the storage of material used in the construction of the

individual buildings in the project and for the constructor's temporary offices, including chemical toilets. The construction period may not exceed one hundred eighty (180) days, unless specifically approved in writing by the Committee of Architecture.

19. Storage of Tools and Trash

The storage of tools, landscaping instruments, household effects, machinery or parts, empty or filled containers, boxes or bags, trash, materials or other items that could detract in appearance from the aesthetic values of the property must be placed and stored so as to be concealed from public view. Trash for collection may be placed the edge of the roadway on regular collection days for a period not to exceed twelve (12) hours prior to pick-up.

20. Tanks, Storage

No elevated tanks of any kind may be placed upon any lot. Any tank used with a dwelling, including tanks for the storage of gas and fuel oil, or in connection with residential dwelling construction, must be buried or walled in or kept screened by adequate planting to conceal them from neighboring tracts, roads and street.

21. Temporary Buildings

No temporary buildings, including tents, shacks, shanties or other structures, may be placed upon any lot. No temporary buildings, including basements, cellars, tents, shacks, shanties, garages, barns or other temporary out-buildings or similar structures may at any time be used for human habitations. Notwithstanding the foregoing, a trailer may be used as a residence of the owner and his family or by a contractor during construction of a permanent residence, but only after a certificate in writing has been issued by the Committee of Architecture for such use and then only after the Committee of architecture has approved plans and specifications for the erection of the residence. In no event will such a trailer be allowed on any lot for longer than 180 days.

22. Tree Removal

No tree in excess of three (3) inches in diameter, measured at a point twelve (12) inches above the ground can be removed from any lot without first obtaining the written consent of the Architectural Committee.

23. Trees and Ground Cover

The owner of a lot may not himself and may not permit any other person, firm or corporation to remove, destroy or materially change the shape of any trees or shrubs without written consent of the Architectural Committee. Provided, however, each owner shall do whatever is necessary for the maintenance, care, growth and development of each and every tree upon his property and will for such purposes expend such funds and engage such expert personnel as may be reasonable necessary to adequately

maintain the care of such trees.

24. Streets

Each of the roads delineated on the recorded sub-division may, except as otherwise specified, is a private road. Upon completion of the roads, Declarant shall promptly convey ownership of all roads and roadway easements to a property owners' association or corporation or the Forest Lakes Metropolitan Improvement District for maintenance. That entity shall have the right to dedicate any private road and appurtenant easements, and upon acceptance thereof by the County of La Plata or other governmental subdivision, said entity shall have no further obligation to maintain the dedicated property.

IV. GENERAL LAND USE AREAS - RESIDENTIAL

In addition to the preceding provisions, the following shall be applicable to both the single family residential and the multi-family residential land use areas defined in this Declaration of Restrictions:

1. Live stock, Poultry and Pets

No animals, livestock or poultry, except household pets, may be raised, bred on any lot.

Dogs and cats or other household pets may be kept so long as they are confined on the owner's property, not kept for any commercial purpose, and not kept in quantities which create an annoyance or nuisance to the neighborhood. Dogs are only permitted off residents' property when leashed and curbed.

2. Sewage Disposal Systems

Prior to the occupancy of any dwelling, the lot or parcel owner must make arrangements to connect to the sewer line pursuant to the rules and regulations of the Forest Lakes Metropolitan Improvement District.

3. Location of accessory Buildings and Uses

- a. Accessory buildings must not be constructed upon a lot until the construction of the principal building has been actually commence, and accessory buildings may not be used for dwelling purposes.
- b. Accessory buildings must be built in the rear portion of the lot extending between the side setback lines and within the minimum horizontal distance between the rear setback line and the rear of the principal building or any projection thereof other than steps, unenclosed balconies or unenclosed porches. No More than thirty (30) percent of the above described portion of the lot may be occupied by accessory buildings.

c. No accessory building may be located within any portion of a recorded easement area. No accessory building or part or projection of an accessory building may be located closer to any street line than a distance equal to one and one-half (1 ½) times the distance from the principal structure to the street line.

V. ZONE: SINGLE FAMILY RESIDENTIAL

In addition to the preceding provisions, the following shall be applicable to the single family residential land use areas defined in the declaration of Restrictions:

1. Uses Permitted

No permanent structure may be erected, altered or placed on any lot other than one residential single family dwelling, and such accessory buildings as are described above in the General Land Use Areas Residential provisions.

No structure may be used in violation of any provision of the Declaration and every use must comply with all applicable local, county and/or state regulations.

2. Height Regulations

All buildings must be constructed in accordance with the local, county and/or state height regulations effective at the time of construction. No building may exceed the height of thirty (30) feet or two (2) stories.

3. Intensity

a. La Plata County regulations currently recommend a maximum lot coverage of twenty percent (20%). In no event may lot coverage exceed thirty percent (30%) of the lot area.

b. Minimum Square Footage

The minimum allowable square footage of a single family dwelling is 800 square feet exclusive of patios, carports, garages, covered porches and other non-living areas.

c. Distance Between Buildings

The minimum distance between buildings on the same lot must be ten (10) feet.

4. Parking Regulations

No on-street parking is allowed. No vehicles of any kind or description may be parked within any easement, street or right-of-way. Off-street parking spaces must be provided

in accordance with the then applicable rules and regulations of the locality, county and/or state. At this time, a minimum of two (2) off-street parking spaces must be provided for every dwelling unit located upon the lot. Every parking space must be a minimum of ten (10) feet by (20) feet in size.

5. Setback Regulations

The required setbacks are as follows:

a. Front Setback

No structure may be located on all building site less than twenty-five (25) feet from the front lot line.

b. Side Setback

No structure may be located on any building site less than ten (10) feet from any side lot lines.

c. Rear Setback

No structure may be located on any building site less than twenty (20) feet from any rear lot line.

d. Corner Lots

In the case of corner lots, no structure may be located on any building site less than twenty-five (25) feet from any lot line adjacent to a street.

6. Subdivision of Lots

None of the lots may be re-subdivided into smaller lots or conveyed or encumbered in less than the full original dimensions of the lot as shown by the plat of Forest Lakes/Durango four.

However, adjoining or contiguous lots in common ownership may be combined in such a manner as to create a larger parcel of land in common ownership and thereafter the resulting parcel will be considered one lot for the purposes of this Declaration.

for Nothing in this restriction shall prevent the dedication or conveyance of portions of lots public utilities, and the remaining portion of such lots will be treated as one whole lot under this provision.

VI. ZONE - MULTIPLE FAMILY RESIDENTIAL

In addition to the General Land Use and General Land Use-Residential provisions, the

following shall be applicable to the multiple family residential land use areas defined in this Declaration of Restrictions:

1. Use Permitted

A building or lot may be used only for the following purposes:

- a. Any use permitted in the Single Family Residential Zone, subject to all regulations of that zone provided in the Declaration, unless otherwise provided herein.
- b. Townhouse, condominium or other multiple family dwelling use, together with such accessory buildings allowed by this Declaration provided that no use is in violation of any of the provisions of this Declaration and all local, county, state and/or federal rules and regulation then currently in effect regarding such use are complied with in all respects.

2. Height Regulations

All buildings must be constructed in accordance with the local, county and/or state height regulations effective at the time of construction. No building may exceed the height of thirty (30) feet or two (2) stories.

3. Intensity

- a. La Plata County regulations currently recommend a maximum lot coverage of twenty percent (20%). In no event may lot coverage exceed thirty percent (30%) of the lot area.

b. Minimum Square Footage

The minimum allowable square footage for each dwelling is 800 (800) square feet exclusive of patios, carports, garages, covered porches and other non-living areas. However, guest rooms do not have to meet this minimum square footage requirement so long as the dwelling unit with which they are associated is at least eight hundred (800) square feet exclusive of the guest room as well as non-living areas.

c. Distance Between Buildings

The minimum distance between buildings on the same lot must be ten (10) feet.

4. Setback Regulations

The required setbacks are as follows:

a. Front Setback

No building may be located on all building site less that twenty-five (25) feet from the front lot line. For corner lots, no building may be located less than twenty five (25) feet from either lot lone adjacent to a street.

b. Side Setback

No building constructed after April 10, 1978 on a lot used for multiple family dwelling purposes may be located on any building site less that thirty (30) feet from any side lot line. No building constructed after April 10, 1978 shall have been located less than ten (10) feet from any side lot line. For buildings designed for use as a single family dwelling, see Setback Regulations for the Single Family Residential Zone herein.

c. Rear Setback

No building may be located on any building site less that twenty (20) feet from any rear lot line.

In addition to the above, no structures may be placed or erected in any easement.

Buildings must be constructed in accordance with all applicable local, count and/or state setback regulations at the time of construction. If the setbacks create excessive hardship because of large trees, terrain or other specific lot conditions, an appeal to the Developer can be made for a variance. However, if the appeal is for a setback less than that required by applicable local, count and/or state regulations, an appeal to the appropriate agency for a variance must also be made, and both the Developer and the appropriate agency must approve the variance before it is granted. The decision of the Developer +and any applicable agency are final.

5. Spaces Between Buildings and Passageways to Dwelling Units

The Minimum required space between any two buildings on the same lot is ten (10) feet.

A passageway of at least ten (10) feet in width must be provided so as to permit unrestricted access to every dwelling unit in a multiple dwelling, unless there is an entrance or hallway opening onto a street from each such dwelling unit.

Where dwellings or group dwellings are arranged around a court, the average width of the court must be at least thirty (30) feet. Such a court may serve as the passageway for rear buildings or as the space between buildings.

6. Parking Space Regulations

No on-street parking is allowed. No vehicles of any kind or description may be parked within any easement, street or right-of-way. Off-street parking spaces must be provided

in accordance with the then applicable rules and regulations of the locality, county and/or state. At this time, a minimum of two (2) off-street parking spaces must be provided for every dwelling unit. For multiple family dwelling containing more than four (4) dwelling units, two and one half (2 1/3) parking spaces for every dwelling unit must be provided. Every parking space must be a minimum of ten (10) feet by twenty (20) feet except that one out of every five (5) may be eight (8) feet by eighteen (18) feet. No parking shall be permitted within the front setback area of lots used for townhouses and/or multiple family dwellings.

Parking areas and walkways for multiple family use must be lighted at night. A single duplex is not included in the requirement.

Walkways must be provided as necessary to assure safe pedestrian circulation.

7. Subdivision of Lots

None of the lots may be re-subdivided into smaller lots or conveyed or encumbered in less than the full original dimensions of the lot as shown by the plat of Forest Lakes/Durango four.

However, adjoining or contiguous lots in common ownership may be combined in such a manner as to create a larger parcel of land in common ownership and thereafter the resulting parcel will be considered one lot for the purposes of this Declaration.

for Nothing in this restriction shall prevent the dedication or conveyance of portions of lots to public utilities, and the remaining portion of such lots will be treated as one whole lot under this provision.

Nothing in this restriction shall be construed to prohibit a valid condominium project approved by the State of Colorado and in compliance with applicable, local, county, state and federal regulations.

VII. NEIGHBORHOOD COMMERCIAL ZONE

The following regulations in addition to the General Land Use and General Land Use-Residential provisions shall apply in the neighborhood commercial zone unless otherwise provided in this Declaration of Restrictions:

1. Uses Permitted

A building or premises shall be used only for the following purposes:

- a. The conduct of the following types of general retail business: antique shops, (not including secondhand stores or salvage operations); banks; barber and beauty shops; book, stationery and gift stores; candy stores; bakery stores; clothing and dry goods stores; day nurseries and nursery schools; drug stores and soda fountains; florist shops; grocery stores and meat markets (provided there is no slaughtering on

animals or poultry); delicatessen stores; hardware stores; household appliance stores; ice cream stores; jewelry stores; laundry agencies and self-service laundries; liquor stores (limited to retail sales of package goods for off-site consumption); offices; photographer's and artist's studios; radio and television stores; shoe repair shops, tailor shops, variety stores and restaurants and cafes (but not including drive-in service). Liquor and hard drinks for on-site consumption in restaurants and cafes may be sold only when approval is obtained from the appropriate governmental agency.

Accessory buildings necessary to the above uses are also allowed.

- b. Other types of businesses including service stations will be permitted where in the sole opinion of the Architectural Committee such business are compatible with the above uses and with the other businesses conducted or planned for the immediately adjacent areas.
- c. Operations from stores, shops, or businesses must be conducted entirely within an enclosed building, unless permission for variance from this restriction is first obtained from the Architectural Committee.

2. Height Regulations

All buildings must be constructed in accordance with the local, county and/or state height regulations effective at the time of construction. No building may exceed the height of thirty (30) feet or two (2) stories.

3. Setback Regulations

The required setbacks are as follows:

a. Front Setback

No building constructed after April 10, 1978 may be located on any building site less than twenty five (25) feet from the front lot line.

b. Side Setbacks

No building constructed after April 10, 1978 may be located on any building site less than thirty (30) feet from any side lot line.

c. Rear Setback

No building constructed after April 10, 1978 may be located on any building site less

that twenty (20) feet from any rear lot line.

state In addition to the above, no structure may be placed or erected in any easement. Buildings must be constructed in accordance with all applicable local, county and/or setback regulations at the time of construction.

If the setbacks create excessive hardship because of large trees, terrain or other specific lot conditions, an appeal to the Developer can be made for a variance. However, if the appeal is for a setback less than that required by applicable local, county and/or state regulations, an appeal to the appropriate agency for a variance must also be made, and both the Developer and the appropriate agency must approve the variance before it is granted. The decision of the Developer and any applicable agency are final.

4. Intensity

a. Lot Coverage

La Plata County regulations currently recommend a maximum lot coverage of twenty percent (20%). In no event may lot coverage exceed fifty percent (50%) of the lot area.

b. Minimum Square Footage

(600) The minimum allowable square footage of a commercial building is six hundred square feet.

5. Paving Regulations

Specific roads may have to be paved according to location and level of usage and La Plata County retains the right to designate such roads.

6. Parking Space Regulations

in No on-street parking is allowed. No vehicles of any kind or description may be parked within any easement, street or right-of-way. Off-street parking spaces must be provided in accordance with the then applicable rules and regulations of the locality, county and/or state.

At this time, a minimum of one (1) off-street parking space must be provided for per 500 square feet of floor area used for retail sale purposes. Every parking space must be a minimum of (10) feet by twenty (20) feet except that one out of every five (5) may be eight (8) by eighteen (18) feet.

Parking areas and walkways must be lighted at night. Walkways must be provided as necessary to assure safe pedestrian circulation.

7. Loading and Unloading Regulations

a. Loading and Unloading Spaces

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in

A minimum of one (1) loading and unloading space must be provided per twenty-five thousand (15,000) square feet of floor area, or fraction thereof, devoted to commercial use in a building. Loading and unloading spaces must be no less (10) feet in width, twenty (20) feet in length, and fourteen (14) unobstructed feet height.

The required loading and unloading spaces may not be part of the area used to satisfy the Parking Space Regulations.

b. Location

The loading and unloading spaces shall, in all cases, be on the same lot as the use they are intended to serve and not be located in any required parking space area.

8. Storage and display Areas

Incidental or accessory storage and display areas must be within a completely enclosed portion of a principal commercial building and cannot constitute more than forty percent (40%) of the floor area of such a structure. However, one hundred percent (100%) of the floor areas of accessory commercial buildings may be used for storage.

9. Lighting

Any lighting must be placed so as to reflect the light away from adjoining residential zones.

10. Type of Goods Sold

Goods sold shall consist of entirely new merchandise. Genuine antiques or artifacts may also be sold.

11. Subdivision of Lots

After approval, acceptance and execution of any commercial lease by Declarant, no lot or parcel of land may be divided into smaller lots or parcels, whether for lease, sale, or rental purposes, provided that variation may be granted by the Architectural Committee in accordance with provisions of this Declaration of Restrictions, and so long as all local, county, or state regulations are complied with by the person requesting such variance.

VIII. GENERAL PROVISIONS

1. Duration

original
extended for
signed by a majority of
change the covenants and

The covenants and conditions of this Declaration shall run with the land and shall be binding upon all person claiming under them and/or owning any lot(s) in Fores Lakes/Durango Four for a period of thwny-five (25) years from the date the Declaration was recorde, after which time they shall be automatically successive periods of ten (10) year each unless an instrument the owners of the lots has been redorded agreeing to conditions in whole or in part.

lots

Notwithstanding anything to the contrary herein stated, and until 75 percent of the have been sold (and conveyed), Southwest Properties, Inc., an Arizona corporation, its successors and assigns, may cause these restrictions and covenants to be changed or set aside in whole or in part by and appropriate document dully executed and recorded by Southwest Properties, Inc., its successors or assigns.

2. Notices

known
the

Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed dto have been properly sent when mailed postpaid to the last address of the person who appears as owner on the records of the Declarant at time of such mailing.

3. Severability

In th event that any of the provisions of this Declaration in each zone of Land Use Regulations conflilct with any other, the more restrictive of the etwo shall govern. If any paragraph, section, sentecne clause, or phrase of these conditions and covenants shall be or become illegal, null, or void for any reason, or shall be so held by any court of competent jurisdiction, the remaining paragraphs, secions, sentences, clauses or phrases shall not b e affected.

4. Enforcement

any
prevent
both.

If any owner of any lot in Forest Lakes/Durango Four, or his heirs, agents or assigns violate or attempt to violatate any of these conditions or covenants it shall be lawful for any other lot owner in Forest Lakes/Durango to prosecute any proceeding in proper manner at law or in equity against such person or persons either to him or them from doing so or to recover damages for each violation or

In order to enhance and proatecty the value of the lots, the right to prosecute any proceeding at law or in equity against any persons vilolation or attempting to violate any conditions, either to prevent such violations or to recove damages for each violation or both, is also expressly reserved to Declarant, its succerrors or assigns, whether or not Declarant, its successors or assign, whether or not Declarant is a lot owner. the same right to prosecute is also expressly reserved to the Trustee, its successors and assigns.

improvements
percent of the lots

This reservation in favor of Declarant and Trustee shall terminate when
have been erected in conformance with these Conditions on 100
in this subdivision.

and

Provided, however, that a breach of ny of the foregoing conditions or covenants shall
not in any way affect any valid mortgage or lien made in good faith and for value
not made for the purpose of defeating the purposes of sucj reservations and
restrictions.

Deeds of conveyance of any lot or portion of Forest Lakes/Durango Four may contain
the restrictive covenants herein by reference to this document but whether or not
such reference is made in such deeds, each and all of these restrictive covenants
shall be valid and binding upon the respective grantees.

IX. GREENBELT RECREATIONAL AREA

- or
1. The term "Greenbelt Recreational" shall mean and include collectively, all real and personal property designated as such in these Restrictions, as well as roads and an entrance located within the Development consisting of a structure establishing the identity of Forest Lakes/Durango
 2. Any real or personal property designated as "Greenbelt Recreational" area may be conveyed from the Declarant to a non-profit incorporated homeowners' association the Forest Lakes Metropolitan Improvement District, and when and what portions of said property are so conveyed shall be within the sole discretion of the Declarant.
 3. The following restrictions shall apply to all such "Greenbelt Recreational" property conveyed by Declarant to one of the entities described above.
 - a. The following persons shall have the exclusive right of use of such property:
 - (1) Owners of property in the overall Forest Lakes/Durango Development, the families, invitees, guests, employees and agents of such owners.
 - (2) Declarant, its invitees, guests, employees and agents, and its successors and assigns, while Declarant, its successors or assigns, are engaged in development and sale of property within the Development.
 - (3) Trustee, its invitees, guests, employees and agents, and its successors assigns, while Trustee, its successors or assigns, has any interest in the property in the Development.
 - (4) The Homeowners' Association or the Forest Lakes Metropolitan
- the
- and

Improvement District, for maintenance purposes.

- (5) The Homeowners' Association or the Forest Lakes Metropolitan Improvement District and its members, guests, subleases, tenants, concessionaires, invitees, employees, and agents.
- (6) Such other persons or entities as the Homeowners' Association or Forest Lakes Metropolitan Improvement District, whichever applicable, shall from time to time grant a right of use.

from

- b. The use of such property shall be subject to rules and regulations as are prescribed by the Association or Improvement District, whichever applicable, time to time.
- c. The use thereof shall be subject to such easements and reservations of right of Declarant as are referred to herein and to the right of any owner of a lot to use a portion of such properties for the location, construction and maintenance of a leach line or leaching field required to serve their lot, when the architectural Committee has been furnished written confirmation from the Health Department of the County of La Plata that it is not reasonable possible to properly sever the lot by the location of a leach line or leaching field on the lot.
- d. No use can be made of such property which injures, eroded, or scars the area of the vegetation or increases the cost of maintenance thereof, unless expressly permitted by the Declarant, association or district, whichever applicable, subject to review and approval by the Architectural Committee.
- e. No hunting or discharge of firearms is allowed on any such property unless the Declarant, Association or District, whichever applicable, has adopted, and there are in effect, rules and regulations permitting same, and then only in strict accordance with the provisions of said rules and regulations as amended from time to time.
- f. After the conveyance of any of the property to the Association, or Improvement District, no improvement, excavation or work which in any way alters such property shall be made or done except upon strict compliance with the following provisions:

right

- (1) With the exception of the Association, District, or a public utility or governmental agency (by right of easement), no person shall have the right to construct any improvement upon, or make or create any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation upon, or move any vehicle upon such property, without permission of the Association or District, whichever applicable, subject to review and approval by the Architectural Committee.

- (2) If the Association, District or any person or entity with the exception of Declarant, prior to the conveyance of the property to the Association, or District, or make or create any excavation or fill, or change the natural or existing drainage of surface waters, or remove any trees, shrubs, or ground cover upon the property, it shall not do so until a permit has been obtained from the Architectural Committee. The Association, District, person or entity proposing to so such work shall submit to the Committee for approval two sets of final plans and specifications for any such work in such form and containing such information as the Architectural Committee may require. The Architectural Committee shall approve the plans and specifications submitted to it pursuant to this paragraph only if all of the following conditions have been satisfied:

(a) If the plans are to construct any new improvement, including any alteration of the exterior appearance of any existing improvement upon the Property, the Architectural Committee finds that such improvement complies with these covenants and restrictions; and,

has (b) That such improvement is reasonably necessary for any utility installation serving property within the Development or property to be annexed to the Development, or property for which an easement been reserved or granted by Declarant or the Association; or is desirable in order to provide or improve access to or to enhance the use and enjoyment of any of the property; or is desirable to protect or preserve any property within the Development; and,

c The Architectural Committee finds that the proposed work will not materially prejudice the Development or any owner in the use and enjoyment of property in the Development.

Each party who acquires any interest in any of the property described in this Declaration further agrees that upon acquisition of such interest, she/he/it does not have and shall not exert any right or claim against Trustee for any breach or failure of Trustee to enforce all or any part of the covenants, conditions and restrictions set forth herein, but shall look to the other property owners with an interest in the property and/or the Declarant, its successors and assigns, for any performance or relief deem equitable or necessary for enforcement of the covenants conditions and restrictions contained herein.

IN WITNESS WHEREOF, SOUTHWEST PROPERTIES, INC., an Arizona Corporation, has caused its corporate name and seal to be hereunto affixed by its officer hereunto duly authorized this 13th day of June, 1978.

SOUTHWEST PROPERTIES, INC., an Arizona Corporation, as Beneficiary under Trust no. 95964 duly authorized.

By: Daryle A. Woldswinkel,
Vice President

RATIFIED AND APPROVED;

CONTINENTAL SERVICE CORPORATION

as trustee, solely as bare legal title holder, and not personally.

By: Ed Travers

Asst. Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

Before me this 14th day of June, 1978, who personally appeared Ed Travers, Assistant Trust Officer, who acknowledged himself to be a Trust Officer of the CONTINENTAL SERVICE CORPORATION and that hw 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.

Notary Public

My Commission Expires: 10-29-78

STATE OF ARIZONA)
) ss.
County of Maricopa)

Before me this 13th day of June, 1978, personally appeared Daryle A. Wolfswinkel, who acknowledged himself to be Vice President of SOUTHWEST PROPERTIES, INC., and Arizona Corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposed therein contained by signing the name to the corporation as Vice President, by himself as such officer.

Kathy Coyle
Notary Public

My Commission Expires: Mar. 25, 1981