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Kristy Archuleta
Archuleta County

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**AMENDED AND RESTATED PROPERTY OWNERS PROTECTIVE COVENANTS
SUBDIVISIONS 3 AND 4
PAGOSA HILLS SUBDIVISION i**

(Includes all amendments and changes up to and including the 2020 annual meeting)

This DECLARATION, made this day, January 18, 1981 by the undersigned, owners of a majority of the lots in Subdivisions 3 and 4 Pagosa Hills Subdivision. Said owners herein referred to as Declarants.

WHEREAS, Declarants desire to establish the nature of the use and the enjoyment of said real property and to that end wishes to subject it to and impose upon it certain covenants, conditions, restrictions and reservations, hereinafter referred to as "Restrictions."

NOW, THEREFORE, Declarant hereby declares that the said real property and each parcel therein is and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a general plan and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. All of the restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or parts thereof.

1. TERM

These restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming them until Jan. 1, 2000, after which time the time shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lot subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however that anytime before Jan.1, 1985, these restrictions may be amended by the then recorded owners of 2/3 of such lots, and there after by a majority of such owners.

2. MUTUALITY OF BENEFIT AND OBLIGATION

The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every owner of any portion of the real property and are intended to create mutual, equitable servitudes on each of said lots in favor of each and all of the other parcels therein; to create reciprocal rights between the respective owners of said parcels, their heirs, successors and assigns, and shall, as to the owners of such parcel, operate as covenants running with the land for the benefit of each and all other parcels and their respective owners.

3. PAGOSA HILLS PROPERTY OWNERS ASSOCIATION

- A. Every person having acquired, or acquiring legal or equitable title to any lot in Subdivisions 3 and 4, Pagosa Hills Subdivision, becomes a member of the Pagosa Hills Property Owners Association, herein referred to as "Association" and with such ownership in the Subdivisions and membership in the Association, he then becomes subject to the requirements and limitations imposed in these Restrictions and to the regulations and assessments of the Association. The general purpose of the association is to further and promote the community welfare of property owner's subdivisions in 3 and 4.
- B. A committee of the Association, to be responsible for the enforcement of the rules and regulations set forth in the agreement, is to be elected by a two-thirds (2/3) majority of the members of the Association, present, or by proxy at the annual meeting. The time and place of such meeting shall be posted as a Public Notice and all members shall be dully notified.
- C. The Steering Committee will control and enforce the rules and regulations regarding all aspects of construction within the development."

4. GENERAL REQUIREMENTS AND PROHIBITIONS

- A. All parcels of land in said subdivisions are hereby restricted to single family residential dwellings for single family residence, plus a single family guest house. Lots 1, 85, 86, & 87 are considered commercial lots and do not have a vote in PHPOA matters and do not pay annual dues.ⁱⁱⁱ
- B. No parcel in the subdivision may be divided into sub-parcels without written consent of the committee of the Association.
- C. All buildings or structures erected, placed or permitted upon the premises shall be of new construction, and no buildings or structures shall be moved from other locations onto said premises, without the written consent of the Committee.
- D. All fences must have the approval of the Pagosa Hills Property Owners Association.
- E. No buildings or structures shall be erected or moved onto any parcel until plans for such structure have been approved by the Committee of the Pagosa Hills Property Owners Association. Matters to be considered in giving approval of such plans are: position of the proposed structure on the lot, types of materials to be used, in construction, and the general color and appearance of the structure after completion, size of the structure to be not less than 800 sq. ft. and not more than 2 stories in height. Disapproval shall be accompanied by specification of the unsatisfactory items and suggestions for change, which, if adopted, would be approved. Approval or disapproval shall be given (10) ten days of submission of plans. The decision of the Committee shall be final.
- F. An easement covering an area (10) ten feet in width and adjacent to the exterior boundary lines of all parcels within the subdivisions is reserved for installation and maintenance of utility lines, including electric power, gas telephone cables and water and sewer lines.
- G. No noxious or offensive activity shall be conducted on any parcel, nor shall anything be done which may be, or become an annoyance or nuisance to the owner of any parcel.
- H. Every tank for the storage of fuel installed outside any building shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by shrubbery or other suitable means.
- I. Dogs, cats and up to 4 female fowl^{iv} may be allowed on the premises of Subdivision 3 and 4. Dogs are limited to two per household.^v Lots in Subdivision which are at least nine-tenths (9/10) of one (1) acre, may have in addition: two (2) horses and one (1) cow, as long as the possession of such animal does not create a health hazard. No other animals, livestock or poultry, may be kept any place in Subdivision 3 and 4. The authority shall be given to the committee to take action any (sic) complaints by property owners of domestic animals being a public nuisance.
- J. No trash or garbage or other refuse shall be dumped or accumulated on any parcel. No outside burning of trash, garbage, or household refuse shall be permitted. Any necessary burning must be in a controlled area.
- K. No outside toilet shall be constructed on any parcel. All plumbing fixtures, dishwashers and toilets shall be connected to the central sewage or a system approved by the San Juan Basin Health Unit.
- L. No business or commercial activity shall be permitted unless approved by the committee.
- M. No temporary trailer, RV, tent, garage, or any other outbuildings shall be permanently occupied on any parcel, except that occupation may be permitted during the period of construction of a house, providing the period of construction does not exceed one year from the date of approval of submitted plans. Occupation of outbuilding requires approval from the Committee at the time building plans are submitted. An extension of occupation period may be granted by the Property Management Committee if good cause is shown.^{vi}

- N. Once construction of improvements is started on any parcel, the improvements must be completed as to exterior within one year from commencement unless extension has been granted by the Property Management Committee.^{vii}
- O. All structures constructed on any parcel shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any parcel. No mobile homes will be considered for approval.^{viii}
- P. All billboards or advertising structures of any kind are prohibited.
- Q. No stripped down, partially wrecked or junk motor vehicles or any sizeable part thereof, shall be permitted on any street or on any parcel. No Commercial type truck over six (6) wheels shall be parked for storage overnight, or longer on any parcel in such manner as to be visible to the occupants of other parcels, unless it is with the prior written consent of the Committee.
- R. No tree over 3" in diameter shall be removed from any parcel or right of way without the written consent of the Committee.

5. VARIANCES

The Committee shall allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of these provisions contained herein, provided however, that such is in conformity with the intent and purposes thereof and provided also that in every instance such variance and adjustment will not materially be detrimental or injurious to other parcels within the developments.

6. PAGOSA HILLS PROPERTY OWNERS ASSOCIATION

- A. Every person acquiring legal or equitable title to any parcel in the Subdivisions 3 and 4 becomes a member in the Association, he then becomes subject to the restrictions and assessments of the Association.
- B. The general purpose of the Association is to further promote the community welfare of property owners in Subdivisions 3 and 4 of the Pagosa Hills Subdivision.
- C. The Association shall have all the powers presented in this Agreement including the power to assess and collect from every member of the Association an annual charge of:
 - (a) Fifty Dollars (\$55.00) per annum for each improved single family lot owned by a member or group of members.^{ix}
 - (b) Twenty Five Dollars (\$25.00) per annum for the first unimproved lot owned by a member or group of members.^x
 - (c) 10 Dollars (\$15.00) per annum for any additional unimproved lots owned by a member or group of members.^{xi}

This amount will be voted upon annually. This fee is for any necessary expenses incurred for legal aid and to implement the application of the restrictions within this agreement. All charges are payable annually on or before July 1, to the Association.

- D. Every person who shall become the legal or equitable owner of any parcel in subdivision 3 and 4, by acquiring such title, is held to have agreed to pay the Association all charges that the Association shall make in accordance with these restrictions. If such payment is not made when due, it shall bear interest at the rate of 12% per annum, from the due date. Until paid, such charges, together with costs and reasonable attorney's fees, required to secure payment thereof, shall constitute a perpetual lien on and against the property thereof. The Association may publish the name of the delinquent member and file notice that it is the owner of a lien to secure payment of the unpaid charges, plus costs and reasonable attorney's fees, and may foreclose the lien as in accordance with the State of Colorado law.

7. REMEDIES

The Association or any party whose benefits these Restrictions inure, including the Declarant, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions, provided, however, that it is expressly understood that the Association or declarant shall not be liable for any damages of any kind to any party for failing to abide by, enforce or carry out these Restrictions.

8. SEVERABILITY

Every one of these Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions, and of and from every one of the Restrictions. Therefore if any of the Restrictions shall be held to be invalid, or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the Restrictions.

WITNESSETH

WHEREAS, Declarants as the owners of a majority of the lots in Subdivisions 3 and 4, Pagosa Hills Development,

WHEREAS, Declarant desires to subject present and additional lots to be sold, to be subject the Restrictions above,

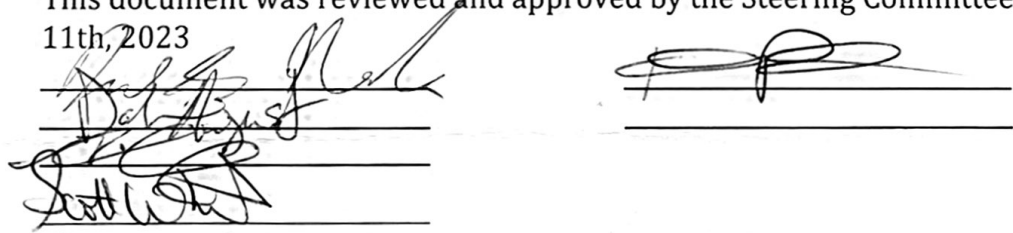
NOW THEREFORE, Declarants hereby declare that Subdivisions 3 and 4 of Pagosa Hills Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used occupied and improved, subject to the encumbered, leased, rented, used, occupied and improved to the Declaration of Restrictions referred to above.

IN WITNESS thereof, the Declarants have executed this declaration on this day and year first written above.

By: OWNERS

Please mail original, filed copies to PHPOA, PO Box 1172 Pagosa Springs, Co 81147

This document was reviewed and approved by the Steering Committee on April 11th, 2023



ⁱ This document represents the consolidated original PHPOA Covenants and all amendments made to it up and through the April 1st 2020.

ⁱⁱ Amendment approved in the 1997 annual meeting created a Property Management Committee (PCM). At the 1999 annual meeting the PCM was disbanded and its duties of enforcement were given to the Steering Committee.

ⁱⁱⁱ Paragraph 4a amended by a ballot vote in 2022

^{iv} The allowance of 4 female fowl was added to the covenants at the 2017 annual meeting to match changes that were adopted by the county in October of 2016 - the change was ratified in a 2022 ballot with a majority of all owners approving the change.

^v At the the 2003 Annual Meeting an amendment was made to limit dogs to 2 per household.

^{vi} Amendment approved in the 1997 annual meeting.

^{vii} Amendment approved in the 1997 annual meeting.

^{viii} Amendment approved in the 1997 annual meeting.