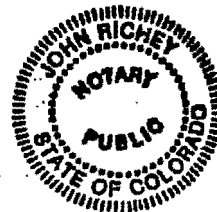


951222 PROCV 08/31/2007 10:57:44 AM  
Page: 14 of 14 A: 71.00 D: 0.00 T: 71.00  
Carol Julia Clerk/Recorder, Montezuma County, Co



WITNESS my hand and official seal.

My Commission expires: 12/31/2010



*John Richey*  
Notary Public

Unofficial Copy





- 5.7 **NON-WAIVER.** The approval by the Design Review Committee of any plans, drawings or specification, for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, or specification subsequently or additionally submitted for approval. Failure to enforce any of these Covenants or Building Standards shall not constitute waiver of the same.
- 5.8 **RIGHT OF WAIVER.** The Design Review Committee reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good cause shown.

## 6. DESIGN REVIEW COMMITTEE ORGANIZATION

- 6.1 **MEMBERS.** The Design Review Committee shall consist of three members. Each member shall hold his office until such time as he has resigned or been removed or his successor has been appointed as set forth herein. The right from time to time to appoint and remove all members of the Design Review Committee shall be reserved by the Developer. Initial Design Review Committee members shall be John Anderson, Dean Matthews and Jim Candelaria. Future members may be owners within Fairway View Estates.
- 6.2 **DUTIES.** It shall be the duty of the Design Review Committee to consider and act upon such proposals or plans related to the development of Fairway View Estates that are submitted pursuant to the Covenants and Building Standards, to enforce the Covenants and Building Standards, and to amend these Building Standards when, and in a manner deemed appropriate by the Design Review Committee.
- 6.3 **MEETINGS.** The Design Review Committee shall meet from time to time as necessary as to properly perform its duties. The vote of a majority of members shall constitute an act by the Design Review Committee. The Design Review Committee shall keep on file all submittals and copies of all written responses to Owners to serve as a record of all actions taken.
- 6.4 **NON-LIABILITY.** Neither the Design Review Committee, any member thereof, nor the Developer, shall be liable to any Owner or any other person for any loss or damage claimed on account of any of the following:
- (1) The approval or disapproval of any plans, drawings, and specification, whether or not defective.
  - (2) The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.
  - (3) The development, or manner of development, of any property within Fairway View Estates.



commencing construction thereof, except and as long as such completion is rendered impossible or would result in great hardship to the Owner due to labor strikes, fires, national emergencies, or other natural calamities. If the Owner fails to comply with this schedule, the Design Review Committee shall either have the exterior of the improvements completed in accordance with the approved plans or remove the improvement, with all of the expenses to be incurred to be reimbursed to the Design Review Committee by the Owner. Prior to beginning construction, the builder must meet with a member of the Design Review Committee to review construction procedures and coordinate his activities with Fairway View Estates.

**5.4 CHANGES.** Additional construction or other improvements to a residence or Lot, or changes during construction or after completion of an approved structure, must be submitted to the Design Review Committee for approval prior to making such changes or additions.

**5.5 INSPECTION OF WORK IN PROGRESS.** The Design Review Committee may inspect all work in progress and give notice of non-compliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Design Review Committee of work in progress or compliance with these Covenants and Building Standards.

**5.6 FINAL INSPECTION.** The Final Inspection of the improvements by a representative of the Design Review Committee is to determine whether the actual construction had been completed in compliance with the approved plans and Building Standards. Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the Design Review Committee. Within 10 days of such notification, a representative of the Design Review Committee may inspect the residence or other improvements for compliance. If all improvements comply with the Covenants and Building Standards, the Design Review Committee may issue a final approval to the Owner, constituting a final release of the improvements by the Design Review Committee, said release to be issued within 30 days of the final inspection. If it is found that the work was not done in compliance with the approved plans or any portion of the Covenants and Building Standards, the Design Review Committee may issue a written notice of non-compliance to the Owner specifying the details of the non-compliance, said notice to be issued within 30 days of the final inspection. The Owner shall have 30 days from the date of notice on non-compliance within which to remedy the non-complying portions of this improvement. If, by the end of this time period the Owner has failed to remedy the non-compliance, the Design Review Committee may take action to remove the non-complying improvements as provided for in these Covenants and Building Standards, including, without limitation, injunctive relief or the imposition of a fine.



- (1) **The Pre-design Conference** – Prior to preparing plans for any proposed improvement, it is required that the Owner and/or his Architect meet with a representative of the Design Review Committee to discuss proposed plans and to resolve any questions regarding building Requirements at Fairway View Estates. This informal review is to offer guidance prior to initialing design. Natural aspects of the Lot, concept, exterior design, floor plan, and driveway location will be the primary discussion.
- (2) **The Design Submittal** – At which time the Design Review Committee can review conceptual plans to ensure conformance with the Covenants and Building Standards before the Owner finalizes his design. When the design is complete, plans that are submitted must include all of the following exhibits; no review will begin until the submittal is complete:
  - (a) **Site Plan** (scale at 1"=10' or larger), showing the entire property, location of the proposed finished floor elevations.
  - (b) **Floor Plans** (scale 1/4"=1'-0") showing proposed finish floor elevations.
  - (c) **All exterior floor elevations** (scale 1/4"=1'-0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch, and an indication of all exterior material and colors.
  - (d) **Roof plan** (scale 1/4"=1'-0") showing all the roof lines and pitches.
  - (e) **Building section** (scale 1/8"=1'-0") showing existing and proposed grade lines.
  - (f) **Paint chips, material samples, examples, and literature**, as requested by the Design Review Committee depicting or describing exterior materials.
  - (g) **Any other drawings, materials, or samples** requested by the Design Review Committee.

The Design Review Committee shall review the plans and respond in writing within 10 days after the review, but no later than 30 days after a submittal is complete. Any response as an Owner may wish to make regarding the results of a design review must be addressed to the Design Review Committee in writing.

- 5.2 RESUBMITTAL OF PLANS.** In the event of any disapproval by the Design Review Committee of either a preliminary or final submittal, a resubmission of plans should follow the same procedure as an original submittal. An additional design review fee may accompany each submittal if required by the Design Review Committee.
- 5.3 COMMENCEMENT OF CONSTRUCTION.** Upon final approval from the Design Review Committee, and having satisfied all City of Cortez review processes, the Owner shall satisfy all conditions and commence the construction or any work pursuant to the approved plans within one year from the date of such approval. If the Owner failed to begin construction within this time period, any approval given will be deemed revoked. The Owner shall, in any event, complete the construction of any improvement on his Lot within one year after



- 4.7 **BUILDING PROJECTIONS.** All projections from a residence or other structure, including but not limited to: chimney flues, vents, flashings, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall match the surface from which they project, or must be of an approved colors.
- 4.8 **GARAGES.** Garages for each residence are required, either attached or detached, accommodating at least two automobiles; carports are prohibited.
- 4.9 **CHANGES OR ADDITIONAL CONSTRUCTION.** Significant changes or additions to the plans before, during, or after the construction must first be approved by the Design Review Committee.

## 5. DESIGN REVIEW PROCEDURES

- 5.1 **SUMMARY.** In order to assist each Owner in the design of his residence, a design review process has been established pursuant to these Covenants and Building Standards, providing each Owner the opportunity to draw upon the expertise and knowledge which has been acquired during the planning and development of Fairway View Estates. The Design Review Process has been developed to provide adequate check points throughout the design and development stages, so that time and money are not wasted on plans and designs that which do not adhere to the Covenants and Building Standards or to the overall principals of Fairway View Estates. This process is a proven and streamlined one and should not result in time delays, provided that each Owner performs in the direction with which the Covenants and Building Standards are intended.

It is strongly recommended that an Owner retain a licensed Architect or competent professional services for planning and design to ensure a thorough analysis and understanding of a particular Lot and an Owner's special needs and living patterns, as well as to provide the ability to communicate to the Design Review Committee the concept and design of a proposed residence or improvement. If an Owner elects to do his own design or to retain nonprofessional services, and the result in either case is not approved by the Design Review Committee, the Design Review Committee has the right to require that the Owner thereafter utilize professional design services.

The Design Review Process is intended to operate concurrently with the plan review process required by the City of Cortez for obtaining a building permit. However, the Fairway View Estates Design Review Process is independent of the City of Cortez Plan Review and is solely intended to enforce the Fairway View Estates Covenants and Building Standards.

The Design Review Process has been established encompassing two phases:

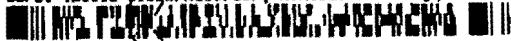
#### 4. ARCHITECTURAL STANDARDS

- 4.1 **TYPE AND SIZE.** No Lot or Lots in Fairway View Estates shall be used for other than custom built single-family residences. No trailer, mobile home, modular home, or pre-built dwelling shall be permitted on the Lots of Fairway View Estates. All residences and buildings will display Southwest Architecture (traditional or contemporary). There exist many traditions in Southwest Architecture which will be encouraged at Fairway View Estates along with certain regional adaptation. Exterior materials should be natural materials that blend and are compatible with the native landscape. The predominant exterior materials will consist of stucco, stone, and brick. All residences will have a minimum floor area of 1800 square feet.
- 4.2 **HEIGHT OF STRUCTURES.** Ridge lines shall not exceed a height of 30 feet above natural grade directly below (measured from front elevation). Flat roof parapets shall not exceed 22 feet in height from adjacent natural grade. No structure shall be erected on any of the Lots if that structure shall substantially impair the view from other adjacent Lots.
- 4.3 **EXTERIOR MATERIALS.** The predominant exterior materials will consist of stucco, stone or brick. The use of stone accents around a stucco exterior is encouraged. Log homes are prohibited but structural members may be logs and log accents may be allowed. The use of wood, vinyl, fiberglass, metal or composition asbestos siding is prohibited.
- 4.4 **ROOFS.** All residences with pitched roofs will have a minimum of a 4/12 pitch. Flat roofs are allowed and any visible portions of flat roofs, if any, must be finished with a colored aggregate ballast or cap sheet matching the walls or other roof materials of the residence. Roof materials can be architectural shingles, tile, or membrane (on flat roofs) which ever is compatible with the design of the residence. The use of asphalt/fiberglass shingles of standard thickness, any type of metal roofing, asphalt rolled roofing, or metal surfaces is prohibited.
- 4.5 **CHIMNEYS.** All chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrestor, including outdoor fireplaces.
- 4.6 **EXTERIOR COLORS.** The color of the exterior materials must be earth tones or generally be subdued to blend with the natural landscape. Earth tones are recommended, although accent colors which are used judiciously and with restraint may be permitted. In no case will colors approaching the primary range (red, blue, and yellow) be allowed.



allowed. The Owner will be responsible for any damage caused to common elements during construction of their home.

- 3.5 WALLS AND FENCING.** Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. Walls and fences shall not extend beyond the front of the residence. In no case will site walls and fences be permitted to arbitrarily delineate the "Building Envelope", although it is understood that such walls and fences may define small yards, courtyards, or terraces for the purpose of privacy. No Lot shall have more than 1,600 square feet fenced. Privacy, screen walls, or structural retaining walls must not exceed six feet in height, measured from the existing natural grade. The use of ornamental iron or other metal fencing is subject to the review of the Design Review Committee. It is the intention at Fairway View Estates to not have the specific property lines defined by fencing or landscaping. Walls or fencing are required as screening for a service yard to enclose any trash container, firewood, outdoor maintenance or service equipment, or any other goods to be stored outside.
- 3.6 SWIMMING POOLS, SPAS, AND SPORTS COURTS.** Swimming pools and spas must be designed as a visual extension of the residence through the use of walls or courtyard and must be shielded from view. All swimming pools and spas must be constructed according to City of Cortez regulations. Due to the area required by tennis courts and other sport courts, such courts will not be permitted. Wall mounted or free standing basket ball goals may be allowed subject to Design Review Committee approval.
- 3.7 LANDSCAPING.** The Owner must landscape the Lot within one year after construction of the residence. Although not required, underground sprinkler systems are encouraged for all landscaping. The Owner must plant two trees, a minimum of eight feet in height, one in the front area and one in the private area. New trees planted must have a minimum trunk diameter of three inches. **FRONT AREA:** The front yard area between the street and the residence shall be landscaped with grass, flowers, shrubs, bushes, trees or landscape rock. Natural landscaping will not be allowed. **PRIVATE AREA:** The private area in that part of the "Building Envelope" which is shielded from view by site walls or structure, within which an Owner may create as varied a landscape as desired, provided that none of the plants listed herein are used. Natural landscaping is not allowed. **PROHIBITED PLANT LIST:** Chinese Elm, Yellow Toadflax, Dutch Elm, Knapweed, Dalmatian Toadflax, Russian Olive, Thistle (any species), Bindweed, Lombardy Poplar, Tamarix, Leafy Spurge, and Wild Rose.



may be trailered to and from a Lot, or parked or stored in or upon a Lot within an enclosed area.

- 2.19 **CLOTHES DRYING AREA.** No unenclosed portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on each Lot.

#### 4. SITE PLANNING

- 3.1 **BUILDING ENVELOPE AND SETBACKS.** It is expected that the design of each residence or other improvements will be tailored to the unique features of each individual Lot. To insure enhancement of the community for all residents at Fairway View Estates, the concept of a maximum allowable building area called the "Building Envelope" has been adopted. The "Building Envelope" is that portion of each lot within which all development activity must occur. The specific "Building Envelope" for each Lot will be mutually determined by the Owner, the Architect, and the Design Review Committee shall not encompass more than 50% of the Lot area. "Building Envelopes" may not encroach upon any required minimum setback excepting the access driveway. Some Lots have specific setbacks for that Individual Lot.

Required minimum setbacks: Front, 20 feet from the property line, Side, 10 feet from the property line, Rear, 25 feet from the property line. Setback shall be measured from the eaves, walls, or any portion of the structure of the home closest to the setback.

- 3.2 **SITWORK.** No excessive excavation or fill will be permitted on any Lot except where specifically allowed by the Design Review Committee due to terrain consideration; every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

- 3.3 **GRADING AND DRAINAGE.** Site grading and drainage must occur with minimum disruption to the Lot, without causing condition that could lead to unnecessary soil erosion. No residence or structure shall be placed or located in such a manner that will obstruct, divert, or otherwise alter natural water courses or patterns.

- 3.4 **ACCESS DRIVES.** Access drives shall be located to preserve and avoid important natural features, such as trees, significant plants, drainage ways, rock outcroppings, and to minimize disruption of the existing landscape. The paved surface of an access drive shall not exceed 24 feet in width within the front setback. All access drives, driveways, and parking areas will be dust free and may be chip and seal gravel, asphalt, or concrete. Gravel or earth will not be



- (2) such signs as may be required by legal proceeding, or the prohibition of which is precluded by law; or,
- (3) such signs that may be required for traffic control. "For Sale" and "For Rent" signs may be posted on any Lot with a home. The size of these signs will not exceed two feet by three feet.

Address identification signage shall be attached to the home structure itself. No additional signage of any kind shall be permitted, except signs used by the Developer or approved Contractors.

2.15 LIGHTING/LIGHTS. Site lighting is permitted, provided such lighting does not result in excessive glare toward the street or neighboring properties. No spotlights, floodlights, or other high intensity lighting shall be placed or utilized upon any Lot which, in any manner, will allow light to be directed or reflected on any other Lot. All exterior lighting must be of a low level subdued intensity and is subject to the approval by the Design Review Committee.

2.16 ANTENNAS. No radio, television, or other antennas, of any kind or nature, or device for the reception or transmission of radio, microwave, or other similar signals, not including satellite dishes, shall be placed or maintained upon any Lot. No television antennas will be permitted. Television reception shall occur via cable system or satellite dish. Satellite dishes must not be larger than three feet in diameter and must be shielded from public view from the street. Any onsite antenna required for the purpose of radio transmission relating to fire protection or police/security matters will be allowed, but location of the same will be installed as not to be seen from public view from the street.

2.17 MECHANICAL EQUIPMENT. No roof mounted or wall mounted mechanical equipment will be permitted. Any exterior mechanical equipment required must be ground mounted, adjacent to the residence, and shielded from view by wall or fences or sufficient height to buffer sound. Fuel tank, water tanks, or similar storage facilities will not be allowed.

2.18 MOTOR VEHICLES AND BOATS. No boats, trailer, buses, or motor homes, campers or other vehicles or whatever type (herein collectively called a "vehicle") shall be parked or stored upon any Lot or private roads, except within an enclosed area or garage as permitted by these Covenants and Building Standards; no vehicle shall be repaired or rebuilt, within public view on any Lot. Snowmobiles, motorcycles, trail bikes, mini-bikes, all terrain vehicles, mopeds, or similar vehicles are prohibited and may not be used or operated within Fairway View Estates or any adjacent private property, except that any such vehicle lawfully licensed for use on public roadway may be used for strictly the limited purpose of ingress and egress to a Lot: provided, however, that any such Vehicle

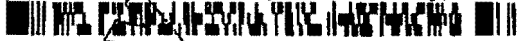


- 2.8 **SAFE CONDITIONS.** Without limiting any other provision in this Section, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners or other Persons of their respective Lots.
- 2.9 **ON STREET PARKING/ONSITE PARKING.** On street parking is not allowed within Fairway View Estates. Each Lot must have an area for at least two surface guest parking spaces, excluding the enclosed garage. Parking of a boat, camper, travel trailer, motor home, or other recreation vehicle within public view, from the street, is prohibited.
- 2.10 **FIRES AND OUTDOOR BARBECUES.** Other than approved barbecue grills, no open fires shall be permitted on the Lots. Barbecues are permitted, provided they are lidded cookers. All other types of portable or free standing barbecues, or open outdoor fire pits are prohibited.
- 2.11 **NUISANCES.** No Owner shall permit or suffer anything to be done or kept about or within his Lot, or on or about the Project, which will obstruct or interfere with the rights of other Owners, Occupants or other authorized Persons or annoy them by unreasonable noises or otherwise, nor commit or permit any nuisance or commit or suffer any illegal act to be committed therein. Each Owner shall comply with requirements of health authorities and other governmental authorities having jurisdiction over the Property.
- 2.12 **GARBAGE.** No garbage or trash shall be kept, maintained or contained on any Lot so as to be visible from another Lot. No incinerators shall be kept or maintained on any Lot. No refuse pile, garage, or unsightly objects shall be allowed to be placed, accumulated, or allowed to remain anywhere on a Lot.
- 2.13 **ANIMALS.** No animals, including horses or other domestic farm animals, fowl, or poisonous reptiles of any kind, may be kept, bred, or maintained on any Lot, except as a reasonable number of commonly accepted household pets in accordance with the City. No animal shall be kept or bred within the Project for commercial purposes. In no event shall any domestic pet be allowed to run free away from its owners Lot without a leash and under the control of its Owner, or as to create a nuisance. All pets must have proof of immunization with said registration available for inspection. Dogs, regardless whether restrained by a leash, shall not be allowed on adjacent private property. Pets shall not be allowed by their owner to cause noise disturbance in the development.
- 2.14 **SIGNS.** No sign of any kind shall be displayed to the public view or any Lot without approval of the Developer or the Design Review Committee, except:
- (1) such signs as may be used by the Developer in the connection with the development and sale of Lots in the Project;



by the Covenants and Building Standards. No temporary buildings, structures, or trailers, may be erected, placed, or maintained on any Lot except as expressly permitted by, and in compliance with Developer's rights as set forth in the Covenants and Building Standards.

- 2.2 **VIOLATION OF LAW OR INSURANCE.** No Owner or Member shall permit anything to be done or kept on his Lot or in or upon any Common Areas which will result the cancellation of insurance thereon or would be in violation of any law.
- 2.3 **RENTAL OF LOTS.** An Owner who leases his Lot to any Person shall be responsible for insuring compliance for his lessee with all of the provision of this Declaration or Building Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.
- 2.4 **LOT RESTRICTIONS.** Except for compounds resulting from the development of two or more Lots, no more than one residence shall be constructed on any one Lot. Other out buildings such as detached garages may be constructed, provided they are a visual extension of the main residence. Such "complexes" are subject to the approval of the Design Review Committee.
- 2.5 **ADJACENT PROPERTIES.** Except for the Golf Course property, the property surrounding Fairway View Estates is privately owned. There will be a distinct difference between urban and rural land along the outer boundary of this development. No Owner, Member, family member, tenant, or guest, shall trespass upon any adjacent private land without written permission from that landowner.
- 2.6 **NO FURTHER SUBDIVISION; COMPOUNDS.** No Lot shall be divided or subdivided. An Owner may own more than one Lot which, if contiguous, may be combined into a single home-site with the consent of the City and the Design Review Committee. Notwithstanding anything herein to the contrary, the Owner of two or more contiguous Lots may with the consent of the City and the Design Review Committee, re-plat such lots into one.
- 2.7 **NO OBSTRUCTION TO DRAINAGE.** No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or obstruction which would interrupt the normal drainage of land or within any area designated on a Plat, or other duly recorded instrument, as a "drainage easement", or side lot line except that, with the prior written consent of the City and the Design Review Committee, certain structures may, in accordance with the Building Standards, be erected or constructed within the drainage easements so long as such structures do not interfere with the intended purpose or function of such areas.



The restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Fairway View Estates or claiming under them for ten years and automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of said lots, it is agreed to change said restriction in whole or in part.

If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situate in Fairway View Estates to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him/her from so doing or to recover damages for such violation, or both. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provision, which shall remain in full force and effect.

#### 1. INTRODUCTION

The developers of Fairway View Estates have created a land development philosophy using knowledge to combine people, homes, structures, and the existing environment into a harmonious, organized, and aesthetically pleasing residential community, while preserving the natural environment, cultural and natural resources.

These Covenants and Building Standard have been written to implement this philosophy and are not for the purpose to create look alike residences or to restrict property owner from their desires of a nice home. These Declarations have been written to create a harmonious architectural approach compatible with the valley and region. No one residence, structure, or improvement shall stand apart in its design or construction so as to detract from the overall environment and appearance of the subdivision.

These Covenants and Building Standards have been formed to practice this philosophy, particularly addressing architectural design and site planning in order to provide direction to the property owners for the improvement of their properties. The Covenants and Building Standards set forth in these Declarations may be viewed by each property owner as their protection that the special environment of the community is preserved for generations to come.

#### 2. USE AND OCCUPANCY RESTRICTIONS

- 2.1 RESIDENTIAL USE. Each lot may be used only for residential purposes and none other. No business or commercial building may be erected on any lot and no business or commercial enterprise or other non-residential use may be conducted any part thereof. There may be exceptions for home office type uses as defined

DECLARATION OF COVENANTS AND BUILDING STANDARDS  
FOR  
FAIRWAY VIEW ESTATES PHASE VI

THIS DECLARATION OF COVENANTS AND BUILDING STANDARD (the "Declaration") is made and entered into as of March 30, 2007 by AMC Developing, LLC, a Colorado Limited Liability Company, the "Developer" and "Acting Agent" for Ironhorse Investments, LLC, a Colorado Limited Liability Company, the "Owner"

WHEREAS, the Developer is acting agent for the owner of that parcel of real property situated Montezuma County, Colorado, described as Fairway View Estates Phase VI.

WHEREAS, THE Developer desires to submit and subject the Parcel, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights appurtenance and privileges belong or in any way pertaining thereto (all of which comprise a part of the "Property" as hereinafter defined), to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights contained herein.

WHEREAS, the Developer desires that the Property be developed in accordance with a master plan and general scheme of development into a residential community, together with recreational and other related amenities, to be collectively know as "Fairway View Estates Subdivision Phase VI" (the Property).

WHEREAS, the Developer deems it desirable to establish covenants, conditions, and restrictions upon the Property, and each and every portions thereof, and certain mutually beneficial restrictions and obligations with the respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing the desirability and attractiveness of the Property and enhancing the quality of life within the Project.

WHEREAS, the Developer desires and intends that the owners, mortgagees, beneficiaries, and trustees under trust deeds, occupants and all other persons hereinafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which are declared to be in furtherance of a common plan to promote and protect the Project and the Property.

NOW, THEREFORE, the Developer, for the purposes above set forth, declares that the Property shall hereafter be held, transferred, sold, conveyed, leased, occupied and sued subject to the covenants, conditions, restrictions, liens, assessments, easements, privileges, and rights hereinafter set forth, all of which shall run with the land and be binding upon the Property and all parties having or acquiring any rights, title, or interest in or to the Property, or any part thereof, and shall inure to the benefit of each owner thereof.

DEAN MATTHEWS, MANAGER OF  
DEVELOPER, AMC DEVELOPING, LLC

State of Colorado )

SS

County of Montezuma )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2009 by Dean Mathew, Manager of AMC Developing, LLC, a Colorado Limited Liability Company,

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS AND BUILDING STANDARDS FOR  
FAIRWAY VIEW ESTATES PHASE VI**

This First Amendment to the Declaration of Covenants and Building Standards for Fairway View Estates Phase VI recorded August 31, 2007 as Reception Number 551222 with the Montezuma County Clerk and Recorder is as follows:

1. Section 2.17 MECHANICAL EQUIPMENT shall be amended to read: No roof mounted or wall mounted mechanical equipment will be permitted unless solar, thermal or wind powered. Any exterior mechanical equipment required must be ground mounted, adjacent to the residence, and shielded from view by wall or fences of sufficient height to buffer sound unless solar, thermal or wind powered. Fuel tanks, water tanks, or similar storage facilities will not be allowed unless solar, thermal or wind powered.
  
2. Section 4.1 TYPE AND SIZE shall be amended to read: No Lot or Lots in Fairway View Estates shall be used for other than custom-built single-family residences. No trailer, mobile home, modular home, or pre-built dwelling shall be permitted on the Lots of Fairway View Estates. All residences and buildings will display Southwest Architecture (traditional or contemporary). There exist many traditions in Southwest Architecture, which will be encouraged at Fairway View Estates along with certain regional adaptations. Exterior materials should be natural materials that blend and are compatible with the native landscape. The predominant exterior materials will consist of stucco, stone, and brick. Residences on Lots 24 and 25 shall have a minimum floor area of not less than 1200 square feet of living space. Residences on all of the remaining Lots shall have a minimum floor area of not less than 1600 square feet of living space.
  
3. Section 6.1 MEMBERS shall be amended to read: The Design Review Committee shall consist of three members. Each member shall hold his office until such time as he or she has resigned or been removed or their successor has been appointed as set forth herein. The right from time to time to appoint and remove all members of the Design Review Committee shall be reserved by the Developer. Current Design Review Committee members are Dean Matthews, Jeanie Matthews and Jim Candelaria. Future members may be owners within the Fairway View Estates.

IN WITNESS WHEREOF, The Developer has caused this First Amendment to the Declaration of Covenants and Building Standards for Fairway View Estate Phase VI to be duly executed this \_\_\_\_\_ day of November 2009.