

PROTECTIVE COVENANTS
OF
KAIBAB SUBDIVISION
EAGLE COUNTY COLORADO

WHEREAS Kaibab Industries, An Arizona Corporation, is
the owner of the following described lands:

A parcel of land in Tracts 39, 40, 41, and 71 in Section 33
T. 4 S., R. 84 W. and Sections 3 and 4, T. 5 S., R. 84 W. of the
6th P.M. more completely described as beginning at A.P. 2 of said
tract 39 thence N 89°59'32" E 1387.33 feet to A.P. 1 of said tract
39; thence S. 00°14'00" W 1323.86 feet to A. P. 4 of tract 39;
thence West 1391.17 feet to A. P. 3 of tract 39; thence S. 89°41'
53" W 275.27 feet; thence N 10°52'23" W 397.02 feet; thence 252.58
feet along the arc of a curve to left, which arc subtends a chord
bearing N 20°33'17" E 249.13 feet; thence N 30°59'15" W 253.00
feet; thence 124.98 feet along the arc of a curve to the right,
which arc subtends a chord bearing S 20°59'27" E 124.95 feet;
thence S 71°35'56" W 304.40 feet; thence N 83° W 300.00 feet;
thence N 77°22' W 199.90 feet; thence 184.60 feet along the arc
of a curve to the left, which arc subtends chord bearing N 27°15'
12" E 173.13 feet; thence 280.20 feet along the arc of a curve to
the left, which arc subtends a chord bearing N 61°29'44" W 241.16
feet; thence N 33°44'43" E 497.95 feet; thence N 18°44'19" W 453.17
feet; thence N 00°24'36" E 414.95 feet; thence 238.10 feet along
the arc of a curve to the right, which arc subtends a chord bearing
N 19°39'11" W 233.26 feet; thence N 00°24'36" E 361.30 feet; thence
129.15 feet along the arc of a curve to the left, which arc subtends
a chord bearing N 13°49'12" W 127.82 feet; thence N 28°03' W 201.93
feet; thence 553.62 feet along the arc of a curve to the left,
which arc subtends a chord bearing N 89°03' W 454.80 feet; thence
S 29°57' W 260.00 feet; thence 249.23 feet along the arc of a
curve to the right, which arc subtends a chord bearing S 59°42' W.
238.18 feet; thence S 89°27' W 1.07 feet; thence North 80.00 feet,
thence N 89°27' E 0.30 feet; thence 166.16 feet along the arc of
a curve to the left, which arc subtends a chord bearing N 59°42'
E 158.79 feet; thence N 29°57' E 260.00 feet; thence 723.96 feet
along the arc of a curve to the right, which arc subtends a chord
bearing S 89°03' E 594.74 feet; thence S 28°03' E 201.93 feet;
thence 168.89 feet along the arc of a curve to the right, which
arc subtends a chord bearing S 13°49'12" E 167.15 feet; thence
S 00°24'36" W 294.26 feet to A. P. 4 of said tract 71; thence N
89°48'51" E 1702.99 feet to A. P. 1 of tract 40; thence S 00°24'54'
W 1320.07 feet to the point of beginning containing 117.64 acres
more or less.

WHEREAS, said owner desires to place certain restrictions on the use of the tracts, blocks and lots shown on the map of Kaibab Subdivision for the benefit of owner and its respective grantees, successors, or assigns in order to establish and maintain the character and value of the real estate contained within said Kaibab Subdivision.

NOW THEREFORE, in consideration of the premises said owner for itself and its respective grantees, successors, and assigns, does hereby impose, establish, publish, acknowledge, declare and agree with, to and for the benefit of all persons who may hereafter purchase or lease and from time to time so own or hold any of the tracts, blocks and lots in Kaibab Subdivision that they own and hold all of the lands in said Subdivision subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit and be binding upon the owner, its respective grantees, successors and assigns.

1. PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

1.1. Committee The Planning and Architectural Control Committee, hereinafter referred to as The Committee, shall consist of three members who shall be designated by the owner, its successors or assigns, to review, study, and approve or reject proposed improvements within the area described in the Map of Kaibab Subdivision, of which these restrictive covenants are made a part.

1.2. Rules The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

1.3. Approval of Plan No building, out building, fence wall or other improvement shall be constructed, erected, or maintained on any Tract, Block or Lot, nor shall any addition thereto or alteration therein be made until plans and specifications showing the color, location, materials, landscaping, and such other information relating to such improvement as The Committee may reasonably require shall have been submitted to and approved by The Committee in writing.

1.4. Criteria In passing upon such plans and specifications, the Committee shall consider:

1.4.1. the suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located;

1.4.2. the nature of adjacent and neighboring improvements;

1.4.3. the quality of the materials to be utilized in any proposed improvement;

1.4.4. the effect of any proposed improvement on the outlook of any adjacent or neighboring property; and

1.4.5. compliance of the proposed improvements with these covenants.

1.5. Effect of the Committee's Failure to Act. In the event The Committee fails to approve or disapprove plans and specifications submitted to it within sixty days of submission, the proposed improvement shall be deemed to have been approved by the Committee and no suit or action will thereafter lie to enjoin construction of said improvement, or to recover damages for said construction.

2. LAND USE

2.1. The property in KALBAB SUBDIVISION is intended to be developed for single family residential purposes only. No more than one detached single family dwelling shall be erected upon any one building site, excepting such appropriate accessory buildings as a guest house, private garage, barn and utility building. Accessory buildings shall blend with and complement the general architectural scheme and design of the family dwelling. No building or structure intended for or adapted to business, commercial or manufacturing purposes, nor any multiple family dwelling shall be erected, placed, maintained or permitted upon such property.

3. EASEMENTS AND RIGHTS OF WAY

3.1. Easements and rights-of-way for roads, lighting, heating, electricity, gas, telephone, water, sewerage, bridle paths, and pedestrian traffic, and any other kind of public or

quase public utility service are reserved as shown on the plat
of KALBAC SUBDIVISION.

No fence, wall, hedge, barrier or other improvement shall be
erected or maintained along, on, across or within the areas
reserved for easements and rights-of-way.

4. RE-SUBDIVISION. No lot shall ever be resubdivided
into smaller lots or tracts, nor conveyed or encumbered in any
less than the full original dimension.

5. SET-BACK RESTRICTION

5.1. The principal building erected on each lot shall
be located no nearer than 50 feet from the lot line at the front
and rear and no nearer than 20 feet from the lot lines on the
sides.

6. TEMPORARY STRUCTURES

6.1. No structure of a temporary character, basement,
tent, shack, garage, barn, or any other outbuildings, (other
than double wide trailers) of any description shall be used on
any lot as a residence, except on a temporary basis, not exceed-
ing 12 months while construction of the dwelling is in process.

7. BUILDING MATERIALS

7.1. All structures shall have an exterior surface of
wood, stone, glass, brick or combination thereof.

8. NO COMMERCIAL USE

8.1. There shall not be permitted or maintained upon
any lot or any part thereof, any trade, business or industry
except that owners may rent or lease for residential purposes
when not required for the owners use.

9. MINIMUM SIZE OF STRUCTURE

9.1. The minimum size of any house erected shall not be less than 1,000 square feet measured on the outside wall, exclusive of open porches, garages, or carports.

10. SEWAGE DISPOSAL AND SNOW REMOVAL

10.1. Each residence shall contain one fully equipped bathroom and all sewage shall be disposed of by means of a septic tank and leeching field of such types and specifications as shall be approved by the Colorado State Department of Health, or by means of an established sewage disposal system.

10.2. Snow accumulations resulting from street clearance by the Eagle County Road Department shall be accomplished at the expense of owners if such removal is desired.

11. ANIMALS

11.1. The keeping of animals shall be allowed provided that said animals are well kept and provided for and do not become a health hazard or nuisance to the neighborhood and are fenced and do not run at large.

12. OFFENSIVE CONDUCT

12.1. No noxious or offensive conduct or activities shall be carried on upon any lot or in any structure thereon which may constitute a health hazard, nuisance or annoyance to the neighborhood. All lots shall be kept clean and free of rubbish and trash and the structures thereon shall be kept in good repair. Parking of old automobiles other than those in running condition and currently licensed shall be prohibited.

13. VARIANCES

13.1. The Architectural Control Committee may grant variances from the conditions and restrictions herein in order to alleviate practical difficulties and undue hardship arising by reason of the strict application of the restrictions herein contained.

13.1.1. Any person desiring a variance from the provisions hereof shall submit an application in writing to the Architectural Control Committee stating with particularity the provisions from which the variance is desired and the reasons such variance is desired.

13.1.2. Within 30 days after receipt of an application for variance, the Committee shall notify the applicant in writing, that said application has been granted, denied or continued for a period not exceeding 60 days from the date of notifying the applicant as herein provided. In the event consideration of said application is continued as herein provided, the Committee shall notify the applicant in writing of its decision to grant or deny said application within the time provided in said notification of continuance.

13.1.3. Failure of the Committee to act within the time provided herein shall be deemed to be a denial of the application for variance.

14. EFFECT AND DURATION OF COVENANTS

14.1. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in 1641646
SJA Division and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until JUNE 25 1981, at which time they shall be automatically extended for 5 successive terms of 10 years each.

15. AMENDMENT

15.1. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of KAIBAB SUBDIVISION, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Eagle County, Colorado.

16. ENFORCEMENT

16.1. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in KAIBAB SUBDIVISION to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

17. SEVERABILITY

17.1. Invalidity of any one of the provisions of this instrument by judgment or Court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 22nd day of June, 1971.

KAIBAB INDUSTRIES
An Arizona Corporation

ATTEST: Maxwell R. Barry
Secretary
Maxwell R. Barry, Eagle County Clerk & Recorder

By [Signature]



AMENDMENT TO PROTECTIVE COVENANTS

OF

KAIBAB SUBDIVISION

EAGLE COUNTY, COLORADO

WHEREAS, Kaibab Industries [sic], Kaibab Industries, Inc., an Arizona corporation duly qualified and authorized to do business in the State of Colorado, has heretofore filed certain Protective Covenants for Kaibab Subdivision, Kaibab Subdivision Filing No. 1, by that certain plat recorded as Reception No. 116592 in the Office of the Clerk and Recorder, Eagle County, State of Colorado, and said Protective Covenants and the lands described as affected thereby being recorded as Reception No. 116591 in Book 220 at Page 924 of the records of the Office of the Clerk and Recorder, Eagle County, State of Colorado, and,

WHEREAS, said Protective Covenants pertain to Lots 1 through 17, 51 through 58, 62, 63, and 66 through 70 of said Subdivision, and,

WHEREAS, said Kaibab Industries, Inc. is the legal and equitable owner of Lots 1 through 3, 5 through 10, 16, 17, 51, 52, 54 through 58, 62, 66, 67, and 69, and,

WHEREAS, H. M. Henrichs and Lillian I. Henrichs of the County of Arapahoe, State of Colorado, are the legal and equitable owners of Lots 11 through 14 of said Subdivision, and,

WHEREAS, Article 15.1. of said Protective Covenants provides,

"15.1. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, termi-

nated, or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of Kaibab Subdivision, as the same may then be shown by the plat on filed in the office of the Clerk and Recorder of Eagle County, Colorado.

WHEREAS, the said Kaibab Industries, Inc. and H. M. Henrichs and Lillian I. Henrichs are the owners of 75% of the privately owned land, either legally or equitably, within the boundaries of Kaibab Subdivision as described as the lands being situate within and subject to that said plat, Reception No. 116592 of the Office of the Clerk and Recorder of said County and State aforesaid.

NOW, THEREFORE, in consideration of the premises aforesaid, said Protective Covenants are, and they are hereby, amended as follows:

1. The title and style of the said Protective Covenants are amended and restyled, as follows:

"PROTECTIVE COVENANTS

OF

KAIBAB SUBDIVISION FILING NO. 1

EAGLE COUNTY, COLORADO"

2. That Article 6 of said Protective Covenants is amended to provide, as follows:

"6. TEMPORARY STRUCTURES

"6.1. No structure of a temporary character, basement, tent, shack, garage, barn, or any other outbuildings of any description shall be used on any lots as a residence, except on a temporary basis, not exceeding 12 months while construction of the dwelling is in process."

3. That any and all references in said Protective Covenants,

including Articles 2.1., 3.1., 14.1., 15.1. and 16.1., shall, and they are hereby, amended to add, after the words "KAIBAB SUBDIVISION", the words "FILING NO. 1".

KAIBAB INDUSTRIES, INC.

By *James L. Young*
JAMES L. YOUNG, Attorney in Fact
for Kaibab Industries, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 4th day of April, 1972, by JAMES L. YOUNG as Attorney in Fact for KAIBAB INDUSTRIES, INC., an Arizona corporation qualified and authorized to do business in the State of Colorado.

Witness my hand and official seal.

My commission expires: June 1, 1974.



Bernadine Larsen
Notary Public

H. M. Henrichs
H. M. HENRICHS

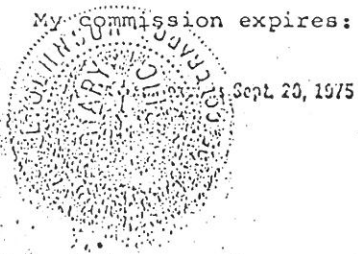
Lillian I. Henrichs
LILLIAN I. HENRICHS

STATE OF COLORADO)
) ss.
COUNTY OF Avrahae)

The foregoing instrument was acknowledged before me this 11/11 day of April, 1972, by H. M. HENRICHS AND LILLIAN I. HENRICHS.

Witness my hand and official seal.

My commission expires:



Ronald L. [Name]
Notary Public

PROTECTIVE COVENANTS

KAIBAB SUBDIVISION FILING NO. 2

It is the intention of KAIBAB INDUSTRIES, INC., an Arizona corporation duly qualified and authorized to do business in the State of Colorado, is the owner of those lands within the amended plat of KAIBAB SUBDIVISION FILING NO. 2 recorded as Reception No. 120495, consisting of Lot 18 through 34, Lots 41 through 50, and Lots 59, 60, 61, 64 and 65 of said KAIBAB SUBDIVISION FILING NO. 2, as amended. It is the intention of KAIBAB INDUSTRIES, INC. that the lands within KAIBAB SUBDIVISION FILING NO. 2 be developed and maintained as a desirable scenic and residential area. It is the purpose of these covenants that the present natural beauty, the natural setting and surrounding of KAIBAB SUBDIVISION FILING NO. 2 shall always be protected insofar as is possible in connection with the uses and structures permitted by these protective covenants.

NOW, THEREFORE, in consideration of the foregoing KAIBAB INDUSTRIES, INC. for itself, its successors and assigns, impose and establish for the benefit of all persons who may hereafter purchase or lease and, from time to time, own or otherwise hold any of the lots in KAIBAB SUBDIVISION FILING NO. 2 that they, and each of them, for themselves, their heirs, personal representatives, successors and assigns, shall own and hold the lots in said KAIBAB SUBDIVISION FILING NO. 2 subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of all and each of them.

1. PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

1.1 Committee. The Planning and Architectural Control Committee, hereinafter referred to as "The Committee", shall consist of three members who shall be designated by the owner, its successors or assigns, to review, study, and approve or reject proposed improvements within the area described in amended plat of KAIBAB SUBDIVISION FILING NO. 2, of which these covenants are made a part.

1.2 Rules. The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

1.3 Approval of Plan. No building, out building, fence wall or other improvement shall be constructed, erected, or maintained on any lot, nor shall any addition thereto or alteration therein be made until plans and specifications showing the color, location, materials, landscaping, and such other information relating to such improvement as The Committee may reasonably require shall have been submitted to and approved by The Committee in writing.

1.4 Criteria. In passing upon such plans and specifications, The Committee shall consider:

1.4.1 the suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located;

1.4.2 the nature of adjacent and neighboring improvements;

1.4.3 the quality of the materials to be utilized in any proposed improvement;

1.4.4 the effect of any proposed improvement on the outlook of any adjacent or neighboring property; and,

1.4.5 compliance of the proposed improvements with these covenants.

1.5 Effect of The Committee's Failure to Act. In the event The Committee fails to approve or disapprove plans and specifications submitted to it within sixty days of submission, the proposed improvement shall be deemed to have been approved by The Committee and no suit or action will thereafter lie to enjoin construction of said improvement, or to recover damages for said construction.

2. LAND USE

2.1 The property in KAIBAB SUBDIVISION FILING NO. 2 is intended to be developed for single family residential purposes only. No more than one detached single family dwelling shall be erected upon any one building site, excepting such appropriate accessory buildings as a guest house, private garage, barn and utility building. Accessory buildings shall blend with and complement the general architectural scheme and design of the family dwelling. No building or structure intended for or adapted to business, commercial or manufacturing purposes, nor any multiple family dwelling shall be erected, placed, maintained or permitted upon such property.

3. EASEMENTS AND RIGHTS OF WAY

3.1 Easements and rights-of-way for roads, lighting, heating, electricity, gas, telephone, water, sewerage, bridle paths, and pedestrian traffic, and any other kind of public or quasi public utility service are reserved as shown on the plat of KAIBAB SUBDIVISION FILING NO. 2. No fence, wall, hedge, barrier or other improvement shall be erected or maintained along, on, across or within the areas reserved for easements and rights-of-way.

4. RE-SUBDIVISION

4.1 No lot shall ever be resubdivided into smaller lots or tracts, nor conveyed or encumbered in any less than the full original dimensions.

5. SET-BACK RESTRICTIONS

5.1 The principal building erected on each lot shall be located no nearer than 50 feet from the lot lines at the front and rear and no nearer than 20 feet from the lot lines on the sides.

6. TEMPORARY STRUCTURES

6.1 No structure of a temporary character, basement, shack, garage, barn, or any other outbuildings of any description shall be used on any lot as a residence, except on a temporary basis, not exceeding 12 months while construction of the dwelling is in process.

7. BUILDING MATERIALS

7.1 All structures shall have an exterior surface of wood, stone, glass, brick or combination thereof.

8. NO COMMERCIAL USE

8.1 There shall not be permitted or maintained upon any lot or any part thereof, any trade, business or industry except that owners may rent or lease for residential purposes when not required for the owners use.

9. MINIMUM SIZE OF STRUCTURE

9.1 The minimum size of any house erected shall not be less than 1,000 square feet measured on the outside wall, exclusive of open porches, garages, or carports.

10. SEWAGE DISPOSAL AND SNOW REMOVAL

10.1 Each residence shall contain one fully equipped bathroom and all sewage shall be disposed of by means of a septic tank and leeching field or such types and specifications as shall be approved by the Colorado State Department of Health, or by means of an established sewage disposal system.

10.2 Snow accumulations resulting from street clearance by the Eagle County Road Department shall be accomplished at the expense of owners if such removal is desired.

11. ANIMALS

11.1 The keeping of animals shall be allowed, provided, that said animals are well kept and provided for and do not become a health hazard or nuisance to the neighborhood and are fenced and do not run at large.

12. OFFENSIVE CONDUCT

12.1 No noxious or offensive conduct or activities shall be carried on upon any lot or in any structure thereon which may constitute a health hazard, nuisance or annoyance to the neighborhood. All lots shall be kept clean and free of rubbish and trash and the structures thereon shall be kept in good repair. Parking of old automobiles other than those in running condition and currently licensed shall be prohibited.

13. VARIANCES

13.1 The Architectural Control Committee may grant variances from the conditions and restrictions herein in order to alleviate practical difficulties and undue hardship arising by reason of the strict application of the restrictions herein contained.

13.1.1 Any person desiring a variance from the provisions hereof shall submit an application in writing to the Architectural Control Committee stating with particularity the provisions from which the variance is desired and the reasons such variance is desired.

13.1.2 Within 30 days after receipt of an application for variance, The Committee shall notify the applicant in writing, that said application has been granted, denied or continued for a period not exceeding 60 days from the date of notifying the applicant as herein provided. In the event consideration of said application is continued as herein provided, The Committee shall notify the applicant in writing of its decision to grant or deny said application within the time provided in said notification of continuance.

13.1.3 Failure of The Committee to act within the time provided herein shall be deemed to be a denial of the application for variance.

14. EFFECT AND DURATION OF COVENANTS

14.1 The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each lot in KAIBAB SUBDIVISION FILING NO.