



**AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR
SUBDIVISION FILING OF BLUE MESA VILLAGE**

**Being a portion of Sections 3 & 4, T.48N, R4W of the New Mexico P.M.,
in Gunnison County, State of Colorado**

Whereas, the undersigned are owners of Lots located within the above described real property, bearing reception number 270953 as a recorded plat and Reception Number 484324, Replat of Portions of Blue Mesa Village of record in the office of the Clerk and Recorder of Gunnison County, State of Colorado, titled "Blue Mesa Village"; and

Whereas, it is the desire of the owners to maintain the said real property as a first class residential and village complex development over-all.

Now, THEREFORE, the said owners, for themselves, their successors, grantees or assigns, do hereby impose upon said real property the following conditions and protective covenants as follows:

1. Residential Sites: All Lots in the original subdivision and the replat are designated residential sites, and for purposes of these covenants are the Lots upon which single family residential dwellings shall be erected containing minimum square-footages stipulated further in these covenants.
2. Easements: An Easement and Right of Way five feet in width along all site boundaries for use of utility service lines and for the construction, erection, and maintenance thereof, together with the right of ingress and egress thereto is hereby reserved, together with easement as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed, planted or permitted to remain which shall interfere with the installation or maintenance of utilities, or which may change the flow of water through the drainage channels in the easements or cause any interference therewith. The easement areas of each Lot shall be maintained continuously by the Lot Owners.
3. Residential Usage: Each residential site is hereby restricted to single family residential usage only and in no wise may be used for any commercial purposes nor for any type or kind of equipment or materials storage. Further, no temporary structure, basement, tent, garage, barn, or other out-building shall be used on any site at any time as a residence, either temporary or permanent. Parking and Use of motor homes, travel trailers, (including "5th wheels") or recreational vehicles shall be allowed without restriction. The exterior construction of all buildings must be completed, including treating or painting of wood, before occupancy. A minimum of land area of one site will be required for any residential site in Blue Mesa Village.
4. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except dogs, cats, other household pets and horses may be kept

provided they are not kept or bred for commercial purposes. Horses may be kept on the Lot but the number shall be limited to no more than two horses on any one Lot so long as the corral area does not exceed 2,500 square feet per Lot.

BUILDING AND CONSTRUCTION

Fences. No fence or exterior wall shall be erected, placed or altered on any Lot that exceeds 6 feet in height.

Dwelling Size: All residences must meet specifications and codes of Gunnison County, and State of Colorado. Once work has begun on any structure, construction must be pursued to completion with all due diligence, being completed within one year. Further, all exteriors shall be only of stone, stone veneers, brick, brick veneers, wood siding, or log siding. No imitation brick siding, metal siding, tar paper, asbestos shingles, or concrete blocks will be allowed. Living area shall be not less than 900 square feet for single story residences. For two story residences 600 square feet on the first floor and 300 square feet minimum on the second floor.

In determining the requirement of "finished living area" no credit shall be allowed for attached garages, basements, open porches, or patios. Only new construction will be allowed; no older buildings may be moved onto any site.

Fireplaces, etc.: All fireplaces, chimneys, barbecues, and incinerators shall be equipped and maintained with spark arresting screens.

Driveways: All driveways shall be located so as to allow minimum water run-off, and erosion and culverts of 12 inches diameter or more shall be installed wherever driveway crosses barrow pits.

Building Location: No building shall be permitted on any building Lot near to the front building line set back than a minimum of 20 feet, or nearer than a minimum of 15 feet from the side Lot line except in such case where the contour of any Lot or existing natural foliage interferes with construction of a residence on any Lot, then a minimum distance of 25 feet between any two buildings on adjacent Lots shall apply.

PROPERTY USE AND MAINTENANCE

Nuisance: The owner of any Lot shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon in any dwelling, other building on the Lot or on the vacant portion of the Lot.

Temporary Structures: No temporary structure or portion of any building, basement, garage or dwelling shall be occupied as a living quarter until the exterior of the building has been fully

completed and any building commenced must be fully completed within one year from the start of construction.

Signs: No sign of any type shall be displayed to the public view on any Lot except signs used to advertise the property for sale. Any such sign shall not exceed six (6) square feet in area, and signs placed by the building or developer offering the property for sale shall be permitted until the area has been completely sold out.

Oil and Mining Operations: No oil drilling, oil development, oil refining, quarrying or mining of any kind shall be permitted on any Lot, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted on any Lot. No derricks or other structure for use in boring for oil, natural gas may be erected or maintained on any Lot.

Waste Disposal: Each residence shall maintain a safe, enclosed incinerator for disposal of combustibles. Non-combustibles shall be kept in covered sanitary containers. No area of any site will be used as a dump for any kind of waste or trash. Each residence shall be provided with a septic tank and fields of a capacity sufficient for its own sewage disposal. Each residence shall be provided with a garbage disposal unit.

Sight Distance at Intersection: No fence, wall or shrub planting which obstructs the view between 2 and 6 feet high about the roadways shall be placed or permitted to remain on any corner Lot in an area formed by a radius on the inside of the corner which would make a circle of 40 feet, unless the foliage line is maintained at a sufficient height so as not to obstruct such sight lines.

Natural Foliage: No natural foliage or trees may be removed, destroyed, cut down or mutilated on any Lot or wilderness area unless said foliage is in violation of the provisions in the preceding paragraph of these covenants ("Sight Distance at Intersection") or when such foliage shall interfere with the construction of a residence or installation of utilities on any Lot.

Road Maintenance: All Lot Owners shall be members of the Blue Mesa Village Lot Owners Association, which will maintain the roads within the subdivision.

Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

Severance: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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Effect of Amendment. This Amended Declaration of Protective Covenants for Subdivision Filing of Blue Mesa Village completely replaces the original Declaration of Protective Covenants for Subdivision Filing of Blue Mesa Village, which are hereby terminated.

IN WITNESS WHEREOF, this document is executed by the undersigned this on the date and year stated.

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