

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
FOR
BLUE VALLEY ACRES, UNIT NO. 2, AS AMENDED

287018

BOOK 434 PAGE 095
JOHN FOLLEY
GRAND COUNTY
RECORDER

This Amendment to the Declaration of Restrictive and Protective Covenants for Blue Valley Acres, Unit No. 2 dated the 11th day of April, 1988, shall become effective this 22nd day of April, 1988.

APR 22 4 23 PM '88

Witnesseth:

Whereas, the declaration of the 16th of February, A.D., 1971, in paragraph XVI, entitled Architectural and Rules Committee set out the procedure for amendment, and

Whereas, the Architectural and Rules Committee met in a duly called session and adopted the following changes to the declaration of the 16th of February, A.D., 1971.

Now, Therefore, it is declared that the restrictive and protective covenants shall be amended to read as follows:

I. Property subject to this Declaration:

The real property which is, and shall be, conveyed, transformed, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements, as set forth in the various clauses and covenants of this declaration, is located in County of Grand and State of Colorado, and is more particularly described as follows:

All lots platted as Blue Valley Acres, Unit No. 2 as recorded in the office of the Clerk and County Recorder of Grand County, Colorado.

II. General Purposes of Conditions:

The real property described in Article I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of such building sites against such improper use of surrounding building sites as will depreciate the value of their property, to preserve, so far as is practicable, the natural beauty of such property, to guard against the erection thereon of poorly designed structures, and structures built of improper or unsuitable materials, to insure the highest and best use and development of said property, to encourage and secure the erection of attractive dwellings thereof and in general to provide adequately for a high-type and quality improvements on said property. The property hereinbefore described is made specifically subject to the following:

III. Run With The Land:

These covenants are hereby impressed upon said property, hereinbefore described, and shall be deemed to run with the land and inure to the benefit of and be binding upon all persons who are or become owners of said property.

IV. Land Use and Building Type:

No building site shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any homesite other than for a residential single family unit dwelling, a private garage or other out buildings incidental to the residential use of the premises. No mobile home, basement, tent, shack, barn or any other structure erected on a building site, except for a residential single family unit dwelling, a private garage or other out buildings incidental to residential use, shall at any time be used or occupied for private habitation, temporarily or permanently, except for a period of one construction season of approximately 120 days commencing with the permission and written permit granted by the Architectural and Rules Committee or its designee. The following described sites of the plat of Blue Valley Acres, Unit No. 2 are excepted from this dedication of covenants: Tracts A through S inclusive, as set out on the plat of Blue Valley Acres, Unit No. 2.

V. Lot Set Backs:

No building shall be located on any building site less than 40 feet from the front lot line, except Block 10 which shall not be less than 10 feet from the front lot line for sites covered by these covenants, nor less than 20 feet from any side lot line and not less than 30 feet from any rear lot line.

VI. Minimum Floor Area and Type of Construction:

No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than 600 square feet. All structures shall have an exterior surface of natural wood, masonry, stone or glass, and roof surfaces shall be wood or shake shingles, tar and gravel built up surface or asphalt shingles. Metal roofs may be permitted by the written permission of the Architectural and Rules Committee or their designee. All plans and designs must be submitted to the Architectural and Rules Committee or their designee for approval and such approval must be reflected on said plans or designs when presented to the County authorities when applying for a building permit.

VII. No Resubdividing:

No lot shall be resubdivided into smaller lots nor conveyed or encumbered in any less than the full, original dimension as originally conveyed by Grantor.

VIII. Preservation of Natural Vegetation and Features:

No natural vegetation or physical features shall be removed without prior approval of the Architectural and Rules Committee or its designee.

IX. Sewage Disposal:

Sewage disposal facilities shall be constructed in accordance with County and/or State Public Health Standards and installed as to be harmless to adjoining properties.

X. Easements:

Easements and right-of-way as shown on the recorded plat of Blue Valley Acres, Unit No. 2, are hereby reserved, in addition thereto, an easement and right-of-way 10 feet on the front, sides and rear of each lot is hereby reserved for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, sewer, telephone, drainage water, snow removal or any other utility service purposes, except cable T.V. which will require approval and license by Grantor, its successors or assigns: together with the right of ingress and egress for the purpose of further construction, maintenance and repair. No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any part of said property within the area of the easements reserved in the protective covenants.

XI. Nuisances:

No noxious or offensive activity shall be carried upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including garbage and refuse disposal.

XII. Livestock and Poultry:

No animal, livestock or poultry of any kind, including horses, shall be raised, bred or kept on any portion of the property, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

XIII. Signs:

No signs or notices may be posted temporarily or permanently without prior approval of the Architectural and Rules Committee or its designee.

XIV. Water, Oil and Mining Operations:

Water wells shall not be drilled on sites of less than one acre or on any other acreage without specific written permission of Grantor, its successors or assigns. Drilling for oil, commercial excavations and/or mining operations of any nature shall not be allowed at any time.

XV. Discharge of Firearms and Explosives:

No firearms, fireworks, explosives, arrows, air rifles, BB guns, or similar devices shall be discharged on any part of the property.

The Architectural and Rules Committee shall be designated by the Grantor until such time as eighty percent of Blue Valley Acres, Unit No. 2 is sold. At that time, said lot holders may elect a committee of their own number and choosing to take over such duties as may be assigned said committee. The committee may from time to time delegate its duties as it sees fit. The Committee shall control the development of the subdivision and make, amend, substitute or change the covenants and restrictions of the subdivision, subject to approval of a majority of the lot owners. Any change made shall become effective upon filing same with the County Clerk and Recorder of Grand County, Colorado. The Committee may allow variances so long as they do not deter from the basic principles of development of the acreage. Approval of all plans and designs by the Architectural and Rules Committee must be indicated on such plans or designs prior to submittal for a building permit.

XVII. Term and Enforcement of Covenants:

Each of the covenants, conditions, restrictions and reservations set forth herein, shall continue to be binding in perpetuity, unless changed, amended or deleted by action of the Architectural and Rules Committee as set forth in paragraph XVI. Violation of any of the covenants or restrictions herein shall give the Architectural and Rules Committee or its designee the right to enter upon the property, upon or as to which such violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof and the Committee, its agent, designee, successors or assigns shall not thereby be guilty of any manner of trespass for such entry, abatement or removal.

XVIII. Construction and Maintenance of Fence and Gates:

All gates at subdivision entrances shall be operated in accordance with the regulations established by the Architectural and Rules Committee. Fences and gates may be constructed on subdivision property lines, with approval of the Architectural and Rules Committee, over easements declared herein, so long as they are removable. In event of necessity of removal for use of easement, as declared herein, the expense of removal and re-erection shall be borne by property owner. All fences and gates must be kept in a presentable and serviceable condition.

XIX. Severability:

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XX. Litigation of Liability:

Blue River Corporation holds title to the lands hereby affected. Any liability of said company hereunder shall be limited to its remaining interest in Blue Valley Acres, Unit No. 2 at the time of assessment of such liability.

