

**Declaration of Restrictive & Protective Covenants
For
Blue Valley Acres, Unit #2, As Amended**

This Amendment to the Declaration of Restrictive and Protective Covenants for Blue Valley Acres, Unit #2 dated the 13th day of April 1988 shall become effective this 22nd day of April 1988.

Witnesseth:

Whereas, the declaration of the 16th of February 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 1971.

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

**Amended and Restated Declaration of Restrictive & Protective Covenants
For
Blue Valley Acres, Unit #2**

This **Amended and Restated** Declaration of Restrictive and Protective Covenants for Blue Valley Acres, Unit #2, is **effective upon filing with the Clerk and Recorder of Grand County, Colorado, and supersedes all prior versions of the Declaration of Restrictive and Protective Covenants for Blue Valley Acres, Unit #2.**

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 #2 as recorded in the Office of the Clerk and County Recorder of Grand County, CO. **(No changes to this paragraph)**

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: **(No changes to this paragraph)**

I. Run with the land:

- a. 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. **(No changes to this paragraph)**

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 permits granted by the Architectural and Rules Committee or its designee. The following

described sites of the plat of Blue Valley Acres, Unit #2 are excepted from this dedication of covenants: Tracts A through S inclusive, as set out on the plat of Blue Valley Acres, Unit 2.

II. Land use and building type:

- a. No building site shall be used except for residential purposes.
- b. No building or structure shall be erected, altered, placed or permitted to remain on any home site other than for a residential single family unit dwelling, private garage, green house or other buildings incidental to the residential use of the premises and they must be well maintained.
- c. No mobile homes, basement, tents, shacks, livestock barns, fabric structures or any other structures erected on a building site, except for a residential single family 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 365 days commencing with the permission and written permits granted by the Architectural & Rules Committee hereinafter referred to as ARC or its designee.
- d. No fabric, vinyl fabric, tent structures or mobil homes shall be allowed. No sheds or out buildings may be combined. Any shed or outbuilding exceeding 120 sq feet must be approved by the ARC or its designee.
- e. The following described sites of the plat of Blue Valley Acres, Unit #2 are excepted from this dedication of covenants: Tracts A through S inclusive, as set out on the plat of Blue Valley Acres, Unit 2.

Lot Set Backs:

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

III. Lot Set Backs:

- a. No building shall be located on any building site less than 30 feet from the front lot line, except those lots in Block 10 which shall not be less than 10 feet from the front lot line, nor less than 10 feet from any side lot line and not less than 20 feet from the rear lot line. Front lot line defined as road address on file with Grand County Assessor's office.

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.

IV. Minimum floor area and type of construction:

- a. No main residential structure shall be allowed on any building site covered by these covenants, where the habitable floor area of which, exclusive of basements, porches, decks and garages, is less than 1000 square feet. All structures shall have an exterior surface of natural wood, masonry, stone, cement board, glass, or alternate material by the approval of the ARC or its designee. Roof surfaces shall be asphalt shingles, tile or metal. All plans and designs must be submitted to the Architectural and Rules Committee or their designee for approval and such approval must be indicated on the building plans prior to submittal to the Grand County Building Department.

No resubdividing:

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

V. No resubdividing:

- a. No lot shall be resubdivided into smaller lots nor conveyed or encumbered in any less than the platted dimensions as recorded on the plat of Blue Valley Acres Unit #2.

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. (Remove this paragraph)

Sewage disposal:

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

VI. Sewage disposal:

- a. Sewage disposal facilities shall be constructed in accordance with Grand County and/or State Public Health Standards and installed in a manner as approved by the Grand County Building Authority and harmless to adjoining properties. All sewage disposal must be within the lot set backs specified in Article VII. (Article # to be changed appropriately in final document).

Easements:

Easements and right-of-way as shown on the recorded plat of Blue Valley Acres, Unit #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 TV 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.

VII. Easements:

- a. Easements and right-of-way as shown on the recorded plat of Blue Valley Acres, Unit #2, are hereby reserved, in addition thereto, an easement and right-of-way of 10 feet in width on the front, sides and rear of each lot is hereby reserved for public utilities, surface drainage, snow removal, rights of way or any other public utility purpose; together with the right of ingress and egress for the purpose of future construction, maintenance and repair of said public utilities. No dwelling or improvement shall be placed on or within any easement. Anything constructed or stored within the easement, must be removed at owner's expense if necessary for construction, maintenance and repair of said utilities or roads.

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 any annoyance or nuisance to the neighborhood, including garbage and refuse disposal. (No changes to this paragraph)

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.

VIII. Livestock and poultry:

- a. 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. Six laying hens, for which the homeowner is responsible for their safety and well-being, are allowed as long as they are kept in a neat and clean structure. No roosters are permitted.

Signs:

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

IX. Signs:

- a. No signs or notices larger than 24"x30" shall be posted temporarily or permanently without prior approval of the Architectural and Rules Committee or its designee. Signs 24"x30", or smaller, may be placed for 90 days. A time extension may be granted by approval of the Architectural and Rules Committee or its designee. Warning and realtor signs are exempted.

Water, oil & 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.

X. Water, oil & mining operations:

- a. Water wells shall not be drilled on sites of less than one acre or on any other acreage without specific written permission of **Blue Valley Metropolitan District** . Drilling for oil, commercial excavations and/or mining operations of any nature shall not be allowed at any time.

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. (No changes to this paragraph)

Architectural and Rules Committee:

The Architectural and Rules Committee shall be designated by the Grantor until such time as eighty percent of Blue Valley Acres Unit #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 by 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 & 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.

XI. Architectural and Rules Committee:

- a. **The Architectural and Rules Committee will control the development of the subdivision and make, amend, substitute, or change the covenants and restrictions of the subdivision, subject to the approval of a 67% of votes cast. Each lot will be entitled to one vote. The Architectural and Rules Committee may from time to time delegate its duties as it sees fit. Any changes made shall become effective upon filing the same with the County Clerk and Recorder. The Architectural and Rules Committee or its designee may allow variances so long as they do not deter from the basic principles of these Protective Covenants. Approval of all plans and designs by the Architectural and Rules Committee or its designee must be indicated on such plans and/or designs prior to submittal for a building permit.**

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 be guilty of any manner or trespass for such entry, abatement or removal.

XII. Term and enforcement of covenants:

- a. 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, **or its designee**, as set forth in Article XXVII. (Article # to be changed appropriately in final document). 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 be guilty of any manner or trespass for such entry, abatement or removal.

Construction & 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 the property owner. All fences and gates must be kept in presentable and serviceable condition.

XIII. Construction & maintenance of fence and gates:

- a. 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 the property owner. All fences and gates must be kept in presentable and serviceable condition.
- b. Fences shall not exceed six (6) feet in height. Fences running parallel to district or county owned road intersections shall not exceed four (4) feet in height for twenty-five (25) feet in either direction from corner. Fence corners recessed 25 feet from corner and constructed with two (2) 45-degree corners shall not exceed six (6) feet in height. All fences built in easement area or on property lines to be approved by the Architectural and Rules Committee.

Severability:

Invalidation of any of these covenants or any part thereof by judgements or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. (No changes to this paragraph)

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 #2 at the time of assessment of liability. (No changes to this paragraph)

XIV. Storage of non-landowners items:

- a. Items not owned by lot owner may not be stored, temporarily or permanently on the lot or property.

XV. Heavy equipment:

- a. Heavy equipment and/or commercially licensed vehicles in excess of 26,001 GVWR shall NOT be permitted to be parked overnight within Blue Valley Acres unit #2.

XVI. Short term rental property:

- a. Is not allowed.

XVII. Notice of fines and violations:

- a. Notice of violations to the Restrictive & Protective Covenants shall be sent out certified/registered mail via United States Postal Service. Landowner will have fourteen (14) days, after receipt of certified/registered notification to respond. Landowner will be responsible for any court cost, attorney and filing fees. Fines are determined by the Architectural and Rules Committee fine schedule.

XVIII. In home business:

- a. Any "in Home Business" that draws customers and/or employees daily to and from a property which is subject to these declarations requires a variance by the Architectural and Rules Committee or its designee.

Definitions:

Mobile home: Any structure which has been designed and constructed with wheels, axels and tongue, or other device for purposes of towing, and which has been designed for human residential purposes in either a temporary or permanent location. Whether temporary or permanent, a structure shall not lose its identity as a mobile home even if the wheels, axels and tongue or other towing device are removed. This definition shall not include modular homes which comply with the requirements of the current edition of the Uniform Building Code as prepared by the International Conference of Building Officials.

Structure: Anything constructed or erected which requires location on the ground or attached to something having a location on the ground, but not including fences or walls used as fences less than 6 feet in height.

- a. Long term rental: anything longer than 6 months.
- b. Short term rental: anything shorter than 6 months.
- c. Well maintained: in serviceable, presentable and structurally sound condition.
- d. Architectural and Rules Committee Designee is Blue Valley Metropolitan District Board of Directors if the Architectural and Rules Committee falls below 3 members.

In witness whereof, the chairman of the Architectural and Rules Committee of the subdivision entitled Blue Valley Acres, Unit #2, has executed this Amended Declaration of Restrictive and Protective Covenants for Blue Valley Acres, Unit #2 the day and year above written.

The above Amended and Restated Declaration of Restrictive and Protective Covenants for Blue Valley Acres, Unit #2, was approved by a majority vote of the Lot Owners of Blue Valley Acres, Unit #2 on the ___ day of _____ 2022.