

Filed for Record the 21st day of June, A.D. 1988, at 9:50 o'clock A.M.
Gunnison, CO
Reception No. 408078

Joanne M. Reitingen Recorder
By Ruth Howard Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CRESTED BUTTE HIGHLANDS SUBDIVISION

THIS DECLARATION is made this 22 day of February, 1988, by the owners of the property identified in the attached Exhibit A (the "Subdivision").

RECITALS

A. The undersigned desire to revoke the Declaration of Protective Covenants for Crested Butte Highlands Partnership recorded in Book 503 at Page 817, Reception Number 318187, recorded July 19, 1977.

B. The undersigned desire to create a residential community with open spaces and common facilities for the benefit of the owners of said Subdivision;

C. The undersigned desire to provide for the preservation of values and amenities in the Subdivision, for the maintenance of open spaces and other common facilities and to this end desire to subject the real property described, together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

D. The undersigned has incorporated under the laws of the State of Colorado, as a non-profit corporation, the Crested Butte Highlands Property Owners Association, a non-profit corporation, a homeowner's association hereinafter referred to as the Association, for the efficient preservation of the values and amenities in the subdivision, and has delegated and assigned the powers of maintaining, administering, and enforcing covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

E. The undersigned desire to establish certain standards covering the Subdivision by means of protective covenants so as to secure to each individual owner the full benefit and enjoyment of his home and/or property with no greater restrictions upon the free and undisturbed use of his property than is necessary to insure the same advantage to other similar property owners; and to insure lasting beauty and investment value of the property;

NOW, THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees, their heirs, assigns, personal representatives, and all persons or concerns claiming by or through such grantees of deeds to tracts of land in the Crested Butte Highlands Subdivision, hereby declares to and agrees with each and every person who shall be or who shall become an owner of any of the said tracts, in addition to the rules, regulations, codes and ordinances of the County of Gunnison, Colorado, shall be and hereby are bound by the covenants set forth herein and the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions, and agreements:

ARTICLE I

LAND COVERED BY THIS DECLARATION

The real property identified in Exhibit A shall be covered by these covenants, conditions, and restrictions.

ARTICLE II

PROTECTIVE COVENANTS

The Subdivision is made specifically subject to the following:

1. All tracts shall be used solely for residential and recreational use, with one single-family dwelling permitted on each tract. In addition thereto, each tract shall be permitted to construct one guest house and such garages and store houses as shall be approved by the Architectural Control Committee as hereinafter provided.
2. No trailer, mobile home, or basement dwelling, nor any other structure of a temporary nature, may be erected or placed on any tract for use as a permanent or temporary dwelling. Camping on site by the owner will be allowed prior to but only as part of home construction and site selection.
3. No activity of a noxious nature may be conducted upon any lot, nor shall any activity be permitted which may become a nuisance or annoyance to the neighborhood. No tract shall be used for any business or commercial purposes whatsoever, except home-industries for craftsmen, or professional offices employing not more than two non-residents.

4. No dwelling shall be erected or placed on any lot in this subdivision unless said dwelling has a total ground floor area, exclusive of porches or garages, of 1400 square feet or more and any guest house shall have at least 600 square feet of ground floor area, exclusive of porches and garages.
5. All buildings must have outside finish completed within a six-month period after construction is started. Exterior design, color, and finish must be in keeping and harmony with frames and structures previously constructed in the subdivision. No unpainted metal roofs will be permitted. All building plot plans and construction shall be approved by the Architectural Control Committee as hereinafter provided.
6. Open storage of building materials will be permitted during construction only, for a period not to exceed six months.
7. No building shall be located closer than twenty yards to any adjoining subdivision tract or road way.
8. No litter or trash shall be permitted to accumulate on any tract. Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon said tracts (except for cooking) unless in an approved incinerator with ash control and then only if permitted by local and state laws.
9. No abandoned vehicles shall be permitted on any tract. A vehicle shall be considered "abandoned" if it remains non-operative and outside a building for a period of nine months.
10. No rifles, pistols, fireworks, explosives, air rifles, BB guns or similar devices shall be discharged on any lot, except during hunting seasons sanctioned by the State of Colorado. Nothing contained in this provision, however, shall preclude the use of shotguns so long as they are fired in accordance with all applicable criminal provisions and hunting regulations.
11. No one shall keep on any tract more than five animals of the same species without the express written permission of the Architectural Control Committee.
12. There is reserved for the common use of all owners within the subdivision an easement and right of way for utilities to be ten feet on either side of all property lines within the subdivision.

13. No tracts within the subdivision shall be further subdivided by any of the owners, including subdivision by partition.

14. Every lot owner shall become a member of the association upon acquisition of a tract. Membership shall be appurtenant and may not be separated from the ownership of any tract.

15. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they among themselves determine, but in no event more than one vote shall be cast with respect to any tract.

ARTICLE III
CREATION OF LIENS AND
PERSONAL OBLIGATION FOR ASSESSMENTS

The undersigned, and each owner of any tract by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to pay to the association:

1. Annual assessments or charges for the maintenance of roads within the subdivision and for the purpose of paying rentals or delay rentals and real property taxes on the mineral lease covering the mineral interest owned by the State of Colorado.

2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

3. The annual and special assessments, together with interest, costs, and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

4. The annual assessment made by the association shall be used exclusively for the purposes stated herein.

5. The board of directors of the association shall fix the annual assessment in an amount not to exceed \$300.00

per year per tract without a vote of the membership. Provided, however, that the board of directors may increase the amount of the annual assessment by the amount which the U.S. Department of Labor Consumer Index Guide (for all categories and seasonally adjusted) increases over the base year, with 1977 to serve as the base year.

6. Special assessments for capital construction shall be made only with the assent of the membership of the association by 2/3 majority of all votes of each class who are voting in person or by proxy at a meeting called for such purpose.

7. Written notice of any meeting called for the purpose of approving an increase in the annual assessment or for a special assessment shall be sent to all members by regular mail not less than thirty days nor more than sixty days in advance of such meeting.

8. Both annual and special assessments are to be prorated on the acreage contained in each tract and shall be collected annually. The annual assessment shall be on a calendar year basis. Written notice of the assessment shall be given to the owners thirty days prior to the commencement of the calendar year. The due date shall be established by the board of directors of the association. The association shall, upon demand and the payment of a reasonable charge therefor, furnish a certificate signed by an officer of the association setting forth the account of assessments on a specific tract.

9. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of eighteen per cent per annum. The association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided herein by non-use or abandonment of his tract. The lien of the assessment provided herein shall be subordinate to the lien of any first mortgage.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

1. No building, fence, wall, swimming pool, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved

in writing as to harmony of external design and location in relation to surrounding structures and topography, by the board of directors of the association, or by an Architectural Control Committee composed of three or more representatives appointed by the board. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

2. All improvements shall be erected within the setback lines as shown upon the plat and the exact location shall be subject to the approval of the committee. Variations from these setback lines may be made by the declarant and by the committee only.

3. No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any tract. Exceptions may be granted by the association for a period not to exceed one hundred twenty days during construction of a permanent residence by the owner on his tract. Except for the above exception, no trailers of any type shall be placed or kept on any tract unless such trailer is in an enclosed garage.

4. Any sewage disposal system placed upon any tract shall comply with the requirements of the State of Colorado Health Department and Gunnison County, Colorado.

5. Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities of commercial business or trade shall be carried on upon any tract except that professional offices such as that of a lawyer, doctor, dentist, or engineer may be maintained within the main dwelling upon specific approval by the declarant in each case.

6. Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary container. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition and shall be kept inside the residence or individually housed. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burning of trash will not be permitted.

7. No signs of any character shall be displayed or placed upon any of the premises or tracts in said subdivision except one professional sign of not more than one square foot in area per side, advertising the property for sale, house

