

Filed for record the 7th day of July, A. D. 1970, at 7:30 o'clock A. M. Marion A. Smith RECORDER
 Reception No. 280320 By..... DEPUTY

CHALET VILLAGE ADDITION NO. 9

PROTECTIVE COVENANTS

CRESTED BUTTE DEVELOPMENT CORPORATION, a Colorado corporation, the owner of CHALET VILLAGE ADDITION NO. 9, Gunnison County, Colorado, hereby makes and declares the following limitations, covenants, conditions, restrictions and uses upon said real property under the terms and conditions herein set forth.

1. PURPOSES. These Protective Covenants are made for the purpose of creating and keeping the subdivision desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against unnecessary interference, fire and loss of the natural beauty of the subdivision; and to provide for the mutual benefit and protection of the owners of lots in the subdivision.

2. PROPERTY EFFECTED. These Protective Covenants shall apply to and be binding upon the following described real property situate in Gunnison County, Colorado:

CHALET VILLAGE ADDITION NO. 9, according to the plat thereof filed August 11, 1969 and bearing Reception No. 277227 of the records of Gunnison County, Colorado.

3. DEFINITIONS. For the purpose of these Protective Covenants, certain words or phrases shall be defined as follows:

(a) Corporation. Crested Butte Development Corporation, a Colorado corporation.

(b) Subdivision. Chalet Village Addition No. 9, Gunnison County, Colorado.

(c) Lot. The individual numbered lots as set forth on the plat of the subdivision.

(d) Person. Shall include a corporation, partnership, association, fiduciary, or any other entity holding title to any lot.

(e) Building. A structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.

(f) Dwelling. A building used exclusively for single family residential occupancy.

(g) Home Occupation. A use customarily conducted within a dwelling by the occupants thereof, but prohibiting the selling or dispensing of products or services in connection therewith on the lot.

(h) Mobile Home. A detached dwelling designed and manufactured to be transported as a self contained unit to its site of occupancy on wheels or upon a towed device.

(i) Committee. The Architectural Control Committee.

4. LOT USE. Each lot shall be used exclusively for a single dwelling designed to accommodate not more than a single family and occasional guests, together with such other improvements and structures as are necessary or customarily incident to a single family residence.

5. SUBDIVISION OF LOTS. No lot may be divided or subdivided except that adjoining property owners may sell or purchase adjoining property to accomplish a relocation of boundary lines between properties so long as such sale and purchase shall not decrease the size of a single lot to less than .46 acres.

6. TEMPORARY BUILDINGS. No mobile homes or temporary buildings of any nature shall be allowed on any lot. During construction of any dwelling upon the lot, the contractor may maintain a temporary building for office and storage purposes during the period of construction.

7. SETBACK. No structure shall be constructed or allowed on any lot except in conformity with the setback requirements of the subdivision plat.

8. CONSTRUCTION. The construction of any structure shall be in accordance with the Uniform Building Code then in effect.

9. ARCHITECTURAL CONTROL COMMITTEE.

(a) No building or structure shall be constructed or maintained on any lot, nor shall any addition, alteration or structural change be made thereto without the written approval of the Committee.

(b) Prior to such construction, building plans, specifications and a plot plan showing the location of the structure,

the design thereof, including the showing of exterior materials, dimensions and type of construction, shall be submitted to the Committee and approved by it in writing.

(c) The Committee shall consider the suitability of the proposed structure, the harmony thereof with the environment, the effect of such structure on the utilization and view of other lots within the subdivision, and the placement of the structure with respect to topography and ground elevation.

(d) The Committee shall, within thirty days of receipt of such plans, hold a public hearing thereon and shall, in writing, approve or disapprove the construction of the proposed structure or additions or alterations thereto. In the event said Committee fails to take action within said thirty days, the application shall be deemed to have been approved.

(e) The Committee shall consist of five members who shall reside in Gunnison County, Colorado, and three members of said Committee shall constitute a quorum. All action shall be by a majority vote of the members present.

(f) The decision of said Committee shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado by any aggrieved person owning a lot within the subdivision.

(g) The Committee shall make such rules and regulations and adopt such bylaws and procedures as are appropriate to govern its proceedings, and written minutes of all meetings shall be maintained by the Committee.

(h) All applications to the Committee shall be accompanied by a minimum fee of \$50.00.

(i) Each Committee member shall serve a term of three years and may be re-appointed for successive terms. The initial Committee shall be appointed by the Corporation and, thereafter, any vacancy on the Committee shall be filled by the remaining members of the Committee. The establishing of residence outside of Gunnison County, Colorado, or the failure to attend three successive meetings of the Committee shall automatically terminate membership on the Committee.

(j) No member of the Committee shall be entitled to compensation for his services, but he may be reimbursed actual costs expended in the performance of his duties.

10. HEIGHT. The maximum height of a building shall be 30 feet, measured vertically from the highest finished lot grade at the foundation of the building, to the highest point of the roof.

11. SQUARE FOOTAGE. Dwellings shall have a minimum living floor area of 1200 square feet, exclusive of garages, porches, patios, and accessory buildings.
12. OPEN AIR SPACE. All lots shall have a minimum of 50 percent of the total lot area devoted to open air space and without a building or structure being constructed thereon.
13. ANIMALS. No animals of any nature shall be maintained on any lot; provided, however, that no more than two domesticated household pets may be maintained on a lot.
14. NUISANCES. No obnoxious and offensive activity shall be maintained or allowed within the subdivision, nor shall any oil or mineral development, exploration, drilling or activity of any nature or description be allowed within the subdivision. No trash, debris or refuse shall be deposited within the subdivision nor shall the same be burned out of doors within the subdivision.
15. SIGNS. No signs or advertising structure or device of any nature shall be erected, constructed or maintained on any lot; provided, however, that the Committee may approve an identification sign for the owner of a residence.
16. UTILITY EASEMENTS. No fences, walls, barriers, trees, shrubbery or obstructions of any nature shall be erected or maintained on the utility easements set forth on the subdivision plat, and the owner of each lot shall have an easement and right of way, in common with all other owners, to use the surface thereof as a private right of way for skiing, horseback riding, hiking, and as a foot path, subject to the provision that no motorized vehicle or self-propelled vehicle of any nature or description shall be allowed thereon.
17. FENCES. No fences, walls or barriers of any nature shall be constructed, erected or maintained on any lot; without the approval of the Committee.
18. HOME OCCUPATIONS. A home occupation as herein defined shall be allowed within any dwelling.
19. RECREATIONAL EQUIPMENT. No large recreational equipment, such as boats, campers, travel trailers, or other such devices, shall be parked, stored or maintained on any lot except within an enclosed structure.
20. SANITATION. All dwellings shall be connected with public water and sewer facilities when they are available to the lot. No private water or sewer system shall be

allowed or maintained on any lot except in full compliance with the laws, rules and regulations of Gunnison County, the State of Colorado, and the United States of America.

21. REPAIRS. All structures shall at all times be kept in good and proper repair and in an attractive appearance by the owner thereof. The Committee is empowered to enforce this section and, upon giving notice to the owner of the structure, hold a public hearing as provided in Section 9 (d) hereof, and upon determination that repairs and maintenance are needed, may make such repairs upon the failure of the owner to do so within a reasonable time and charge the owner thereof the actual cost of such repairs, plus ten percent.

22. CONTINUITY OF CONSTRUCTION. All structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within six months after the date of commencement unless an extension of time is granted by the Committee for good and sufficient cause.

23. LANDSCAPING. All surface areas disturbed during construction shall be promptly returned to their natural condition, and the surface of any lot shall be planted and maintained in an attractive manner with grass, flowers, and trees properly indigenous to the area.

24. HOMEOWNERS' ASSOCIATION.

A. Crested Butte Development Corporation reserves the right to form a Colorado non-profit corporation to further the common interests of all owners of lots which may be subject to these Protective Covenants or any other property within a subdivided area at the Crested Butte Ski Area. Such Association shall be obligated to and shall assume and perform all functions and obligations imposed upon it by its Articles of Incorporation and Bylaws. Such functions and obligations shall include, but without limitation, the following:

1. To accept title to any real or personal property conveyed to it and to exercise all of the incidents of ownership and maintenance over the same.

2. To construct, operate, manage, maintain and repair all public and private roads, streets and easements.

3. To make adequate rules and regulations to regulate the use and enjoyment of all property owned by or under the control of the Association.

4. To provide, operate and maintain such other services and purposes as may be assigned to it in the Articles of Incorporation and Bylaws.

5. To establish reasonable assessments and charges to be levied against the property owners to reimburse the costs and expenses of the Association.

B. Upon the formation of such Association, each lot within the subdivision shall have one Membership in the Association, and the Membership shall stand in the name of the owner or owners of the lot. Such Membership shall be appurtenant to that property, and the title and the ownership of the Membership shall automatically pass upon transfer of the title to the lot. Each Membership shall have one vote for each lot.

C. Crested Butte Development Corporation, or its successor in interest, shall be deemed to hold a special Membership in such Association and shall be entitled to designate one member of the Board of Directors of the Association, but shall have no other rights, duties and obligations by reason of such special Membership.

D. Each member of the Association shall be obligated and shall pay to the Association the annual assessment levied by the Association as set and determined by the Board of Directors, and the Association shall have a lien against each lot to secure payment of the assessment, together with interest at the legal rate, costs, expenses and attorney's fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Colorado.

25. EFFECT AND DURATION OF COVENANTS. The conditions, restrictions, stipulations, agreements and covenants herein contained shall be for the benefit of and binding upon each lot in the subdivision and each owner thereof, his successors and assigns, and shall continue in full force and effect for twenty (20) years after the date of recording of this instrument in Gunnison County, Colorado, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

26. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the then owners of seventy-five percent of the lots within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

27. ENFORCEMENT. 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 a lot in the subdivision, or the Committee, to institute proceedings

at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violation.

28. SEVERABILITY. The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.

EXECUTED this 8th day of July, A.D. 1970.

CRESTED BUTTE DEVELOPMENT CORPORATION,
a Colorado corporation,

by [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF COLORADO)
) SS.
County of Gunnison)

The foregoing instrument was acknowledged before me this 8th day of July, A. D. 1970, by R. O. Walton, Jr., as President, and James R. Larkin, as Secretary, of Crested Butte Development Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires March 17, 1974.



[Signature]
Notary Public