

Filed for record the 23rd day of January A. D. 19 80 at 10:50 o'clock A. M. Joanne M. Reitingen
 Reception No. 348163 By Jane Peloni DEPUTY

DECLARATION OF PROTECTIVE COVENANTS

GOLD BASIN MEADOWS

George R. Adelgren and Larry H. Markum, the owners of Gold Basin Meadows, Gunnison County, Colorado, hereby make and declare the following covenants, limitations, conditions, restrictions and uses upon said real property under the terms and conditions hereafter set forth.

1. PURPOSES. This Declaration of Protective Covenants is made for the purpose of creating and keeping Gold Basin Meadows 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 real property; and to provide for the mutual benefit and protection of the owners of real property within the subdivision.

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

As set forth on Exhibit "A" attached hereto and incorporated herein by reference.

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

A. Declarants. George R. Adelgren and Larry H. Markum, or such other person, corporation or entity designated by a recorded document as the successor Declarant.

B. Subdivision. Gold Basin Meadows, according to the plat thereof recorded January 23, 1980 and bearing reception # 348162 in the records of Gunnison County, Colorado.

C. Lot. The individual numbered lots as set forth on any plat of a subdivision, or other units, tracts or portions of land or air space within the subdivision for which individual ownership is created.

D. Person. A person, 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 detached building designed for and used as a dwelling by one (1) family as an independent housekeeping unit.

G. Open Space. The real property, interest and ownership therein, which has not been subdivided into the recorded subdivision plat of Gold Basin Meadows.

H. Accessory Building. A detached subordinate building, the use of which is incidental to that of the main building on the same lot.

I. Association. Gold Basin Meadows Association, Inc., a Colorado nonprofit corporation, or any other association formed and designated by the Declarants as the association to administer, enforce, control and maintain all of the provisions of this Declaration of Protective Covenants.

4. LOT USE. All lots within Gold Basin Meadows shall be used exclusively for a single family dwelling with not to exceed one accessory building. No such lot may be divided or re-subdivided into a smaller lot or portion of a lot; provided, however, that adjoining lot owners may sell or purchase adjoining property to accomplish a relocation of a boundary line between the adjoining lots so long as such conveyance shall not decrease the size of any single lot to less than .8 acre.

5. ARCHITECTURAL CONTROL.

A. No building, structure, fence or other improvement shall be constructed, erected or maintained within the subdivision, nor shall any addition, alteration or structural change be made to an existing building or structure except in conformity with the following terms and conditions.

B. Prior to such construction or erection, the plans of the proposed building or other improvement shall be submitted to the Architectural Control Committee for approval. The request for approval by the Architectural Control Committee shall have attached to such request the following documents:

1. A plot plan showing the location of any building or improvement.

2. The plans and specifications for any building or dwelling shall be in sufficient detail to fully and completely show all building detail, floor plans, type of construction and engineering and structural design.

3. Samples of the principal exterior materials and color schemes to be used.

C. The Architectural Control Committee shall consider the suitability of the proposed building, the harmony thereof with the environment, the effect of such building on the utilization and view of the lot upon which the same will be built and the surrounding land and the placement of the building with respect to topography, ground elevations and existing natural and terrain features.

D. The Architectural Control Committee shall within thirty (30) days of receipt of a request for approval, with all accompanying data, hold a hearing which shall be open to the public thereon and shall, in writing, approve or disapprove the construction of the proposed building or structure or any additions or alterations to an existing building or structure. In the event that the Architectural Control Committee

fails to take action within thirty (30) days of the hearing, the application shall be deemed to have been approved.

E. The Architectural Control Committee shall consist of three (3) members, together with two (2) alternate members who shall take the place of any regular member who is unable to attend any hearing.

F. Three members of the Architectural Control Committee shall constitute a quorum and all action taken by the committee shall be by a majority vote of the members present.

F. The decision of the Architectural Control Committee shall be final, subject only to the right of the judicial review as provided by the laws of the State of Colorado by any aggrieved person owning a lot within the subdivision; provided, however that the Architectural Control Committee shall indicate to the applicant in the event of disapproval or rejection, the reasons why the application was rejected and afford the applicant an opportunity to resubmit, with revisions and corrections that will bring the submission into conformity with this Declaration of Protective Covenants.

H. The Architectural Control 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.

I. The Architectural Control Committee may charge any applicant a reasonable fee to cover any actual expense incurred by the Architectural Control Committee in reviewing any application submitted to it.

J. Each member of the Architectural Control Committee, and the alternates, shall serve a term of three years and may serve successive terms. The initial members and alternates of the Architectural Control Committee shall be appointed by the Declarants. The Declarants shall continue to appoint the members of the Architectural Control Committee until such time as the association is formed, at which time the association shall thereafter appoint the members.

K. The failure to attend three (3) successive meetings of the Architectural Control Committee shall automatically terminate such member's term on the committee. No member of the committee shall be entitled to compensation for his services.

6. BUILDING LOCATION AND CONSTRUCTION.

A. The construction of any building shall be in accordance with the uniform building code then in effect. The quality of workmanship and materials in any building shall be equal to or exceed comparable buildings of the same type in the same general area.

B. No building or dwelling on any single family residential lot shall be located on any lot nearer than twenty-five (25) feet to the street lot line or nearer

to any side lot line or rear lot line as set forth in the zoning regulations of Gunnison County, Colorado, then in effect.

C. Service or utility areas or yards and garbage cans and trash storage areas should be screened from view on all sides.

D. Such further standards, rules and regulations as may be adopted by the Architectural Control Committee for the construction and erection of buildings and structures to insure that all building and construction is in conformity with the goals and concepts of Gold Basin Meadows.

E. All dwellings shall have a minimum floor area for living purposes of 1,200 square feet (ground level--1st floor) for split level homes and 1,400 square feet for ranch style homes. Floor area shall mean the area enclosed within the interior faces of the walls of the dwelling and excluding porches, garages, attics, patios and accessory buildings. No dwelling shall be constructed in excess of 35' in height above the natural lot grade.

F. The Architectural Control Committee, upon application, hearing and written approval, may grant a variance of the height restrictions above set forth upon a determination that such restriction would work an undue hardship upon the owner of a lot and that such variance would not impair, hinder or detract from the sightline of any adjoining property.

G. All dwellings within the subdivision shall have solid reinforced concrete block or poured concrete continuous foundations constructed in accordance with engineering specifications for soil conditions in the area.

H. No basements shall be permitted in the subdivision.

7. TEMPORARY BUILDINGS. No temporary buildings of any nature shall be allowed within the subdivision. During construction of any building or structure within the subdivision, the contractor thereof may maintain temporary buildings for office and storage purposes during the period of construction only.

8. ANIMALS.

A. No animals of any nature shall be permitted or maintained on any subdivision lot, subject to the provision that the owner may keep and maintain not to exceed two domesticated household pets for the personal use and enjoyment of the residents of the lot.

B. No dog shall be allowed to run at large, and any dog shall either be kept within an enclosed or fenced area or controlled by leash.

C. Any dog chasing, running after, tormenting or assualting any game animal or other livestock shall not

be permitted within Gold Basin Meadows or any adjoining property and such dog may be immediately removed from Gold Basin Meadows. Further, any such dog may be captured or destroyed by any person observing such dog violating the provisions of this paragraph or by any law officer or officer charged with upholding the game laws of the State of Colorado.

D. The owner of any domesticated household pet shall at all times be personally responsible for any actions of such pet, any damage caused by such pet and if any domestic animal is noisy, unruly or creates a disturbance within Gold Basin Meadows it shall promptly be removed by the owner thereof.

9. NUISANCES. No obnoxious or offensive activity shall be maintained or allowed within Gold Basin Meadows, nor shall any oil or any mineral development, exploration, drilling or activity of any nature or description be allowed within Gold Basin Meadows. No trash, debris or refuse of any nature shall be deposited, kept or maintained within Gold Basin Meadows, nor shall the same be burned out of doors within Gold Basin Meadows. Provided, however, that the developer or the association upon its formation, may maintain a centralized collection area or areas for the deposit and collection of garbage, trash, refuse or other waste under appropriate rules and regulations of the association.

10. SIGNS. No signs or advertising structures or devices of any nature shall be erected, constructed or maintained on any lot; provided, however, that the Architectural Control Committee may approve and allow an individual identification sign for the owner of a residence on such lot.

11. EASEMENTS.

A. All easements as set forth on any subdivision plat are reserved to the Declarants or their assigns for the installation and maintenance of any and all utilities. No building, structure, fence, barriers, trees or obstructions of any nature shall be placed or permitted on said easements which may damage or interfere with the installation, maintenance and repair of any utilities constructed or placed thereon.

B. All pedestrian easements or rights of way set forth on any subdivision plat shall be owned in common by the owners of all lots within Gold Basin Meadows to be used as a common private right of way for hiking, fishing, pedestrian, skiing, horseback riding use and subject to the specific exception that no motorized vehicle or self propelled vehicle of any nature or description shall be allowed thereon.

12. FENCES. No fences, walls or barriers shall be constructed, erected or maintained on any subdivision lot without the prior approval of the Architectural Control Committee.

13. SANITATION. No dwellings within the subdivision shall be permitted to utilize any means of sewage disposal other than the community sewage treatment facility constructed within the subdivision, or a treatment facility approved by the Gunnison County Sanitarian.

14. REPAIRS. All buildings and structures shall at all times be kept in good and proper repair and in an attractive appearance by the owner thereof. In the event that any owner fails, neglects or refuses to comply with the provisions of this paragraph, the association is empowered to enforce this paragraph and to enter upon the property to do such repairs as may be necessary and to enforce the collection of any sums paid for repairs in the manner of enforcing the collection of assessments as set forth in paragraph 16 hereof.

15. CONTINUITY OF CONSTRUCTION. All buildings and structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within one (1) year after the date of commencement of construction, unless an extension of time is granted by the Architectural Control Committee for good and sufficient cause.

16. GOLD BASIN MEADOWS ASSOCIATION.

A. The Declarants reserve the right to form a Colorado non-profit corporation to be known as Gold Basin Meadows Association, Inc., to administer and manage any subdivision within Gold Basin Meadows and this Declaration of Protective Covenants.

B. Upon the formation of such corporation, the administration and management of any subdivision and of this Declaration of Protective Covenants shall be governed by the Articles of Incorporation and Bylaws of Gold Basin Meadows Association, Inc., a Colorado non-profit corporation, its successor or designee.

C. The owner of any lot upon becoming such owner, shall be entitled to and shall be required to be a member of Gold Basin Meadows Association, Inc., and shall remain a member for the period of his ownership.

D. There shall be one (1) membership in Gold Basin Meadows Association, Inc., for each lot. That membership shall be appurtenant to such lot automatically by a conveyance of that lot to the new owner.

E. The Gold Basin Meadows Association, Inc., in the furtherance of this Declaration of Protective Covenants and in addition to any other rights, duties and obligations imposed by law, is granted the following rights, duties and obligations for the benefit of the owners within Gold Basin Meadows:

1. To accept title to, own, control and maintain any open space within the subdivision conveyed by the Declarants for the use, benefit and enjoyment of the owners of subdivision lots, including the administration of any plan of augmentation for the benefit of the lot owners which utilizes water storage within the common area of the subdivision.

2. To impose, charge and collect reasonable assessments upon each lot for the construction, maintenance, pumping and cleaning of septic systems, easements, roads, buildings, structures and open space owned or operated by the association, except only those roads, utilities, amenities, and any other improvements required to be constructed by the Declarants by Gunnison County, Colorado.

3. To impose, charge and collect membership fees and dues as against each member for the purpose of maintaining and operating all facilities provided for the use and enjoyment of the members of the association, their family and guests.

4. To enter upon any lot for the purpose of maintaining and repairing any building or structure located thereon under the terms and conditions of this Declaration of Protective Covenants.

5. To commence and maintain any causes of action, to enforce the terms and conditions of this Declaration of Protective Covenants, its Articles of Incorporation, Bylaws and rules and regulations.

6. To grant and convey easements and rights of way for utilities over and across any of the lands owned by the association under such terms and conditions as it may determine to be just and proper.

7. To adopt reasonable rules and regulations for the use and enjoyment of the open space, all recreational facilities and amenities, including stocking of fish, payment of taxes and insurance, the use of all roads, the collection and disposal of refuse.

F. The Declarants for each lot owned by them and each owner of a lot, by the acceptance of a deed therefore, shall be deemed to covenant and agree and shall be obligated to pay to the association all assessments made by the association for the purposes provided in this Declaration.

G. The assessments and expenses of the association shall be apportioned, levied and assessed against the owners and members of the association in the manner specified by the board of directors of the association.

H. The annual assessments as above set forth shall be based upon the advanced estimate of the cash requirements of the association to provide for the payment of all expenses growing out of or connected with the maintenance and operation of the services and duties provided by the association, which sums may include, among other things, expenses of management, taxes, landscaping and care of grounds, common lighting and fencing, repairs and renovations, legal and accounting fees, management fees, insurance, expenses and liabilities incurred by the association by this Declaration of Protective Covenants or its Articles of Incorporation and its Bylaws, the creation of a reasonable contingency or other reserve or surplus fund, and any other expenses and liabilities which may be incurred by the association for the benefit of the owners.

I. The assessments of the association shall be computed and determined on a fiscal year basis.

J. Assessments shall be payable annually, in advance, on or before January 31st of each year, by the owners.

K. The association shall give written notice to all owners of the annual assessments and shall further prepare and deliver to each owner itemized annual statements as to the annual assessment.

L. The association may provide that any assessment shall bear interest at the rate of one percent (1%) per month if not paid on the due date thereof.

M. All sums assessed to any owner and not paid within thirty (30) days from the date of the assessment, together with interest thereon as herein provided, shall constitute a lien on such lot in favor of the association. Such lien shall be superior to all other liens and encumbrances on such lot except only:

1. Tax and assessment liens on the lot by any governmental entity.

2. All sums unpaid on any mortgage or indebtedness of record.

N. To evidence such lien, the association, by its board of directors or manager may prepare a written notice of lien setting forth the amount of the assessment, the amount remaining unpaid, the name of the owner of the lot and the description thereof. Such notice shall be signed by the association and shall be recorded in the records of Gunnison County, Colorado. Such liens shall attach from the date of the failure of the payment of the assessment. Such lien may be enforced by foreclosure as a mortgage. In such foreclosure, the owner shall be required to pay the costs and expenses for such proceedings, the cost and expenses for filing the notice of claim of lien and all reasonable attorneys' fees. The owner shall also be required to pay to the association the annual assessments for the lot during the period of foreclosure, and the association shall be entitled to collect the same. The association shall have the power to bid in the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

O. The amount of the assessments against each lot shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for such unpaid debts shall be maintainable by the association without foreclosing or waiving the lien securing the same. No owner may exempt himself from the liability for his contribution toward said assessments by waiver of the use or enjoyment of his rights created by this Declaration of Protective Covenants or by virtue of his being a member of the association.

P. The Declarants specifically reserve unto themselves, their successors and assigns, the right to elect and/or appoint a majority of the members of the board of directors of the association until seventy-five percent (75%) of the total subdivided lots authorized by the development of Gold Basin Meadows have been duly platted and sold and conveyed by the Declarants to individual purchasers thereof. The Articles of Incorporation and Bylaws of the association shall contain appropriate provisions to this effect.

17. 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, unless amended in the manner hereafter provided.

18. 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 owners of seventy-five percent (75%) of the lots within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

Provided further that until such time as more than seventy-five percent (75%) of the duly platted lots within the subdivision have been conveyed by a duly recorded instrument of conveyance by the Declarants to third person purchasers, any instrument waiving, abandoning, terminating or amending this Declaration of Protective Covenants shall be approved and consented to by the Board of County Commissioners of Gunnison County, Colorado.

19. ENFORCEMENT. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any owner of a lot in the subdivision or the association, or Gunnison County, Colorado, 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 attorneys' fees for such violation.

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

EXECUTED THIS 23rd day of January, 1980.

George R. Adelgren
George R. Adelgren

Larry H. Markum
Larry H. Markum

STATE OF COLORADO)
) ss
County of Gunnison)

This foregoing Declaration of Protective Covenants was acknowledged before me this 23rd day of January, 1980, by George R. Adelgren and Larry H. Markum

My commission expires June 8, 1983.

Witness my hand and official seal.

Robert E. Wright, Jr.
Notary Public

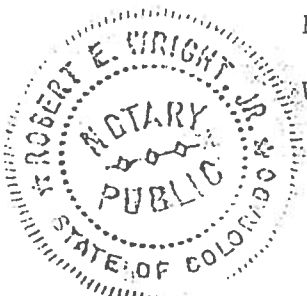


EXHIBIT "A"

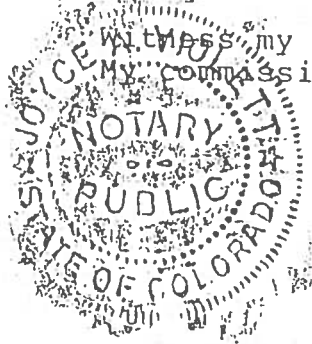
A Tract of land located in Section 14, Township 49 North, Range 1 West of the New Mexico Principal Meridian, more particularly described as follows:

Beginning at a point in Tomichi Creek which bears South $0^{\circ}22'00''$ East 158.39 feet from the North Quarter corner of Section 15, Township 49 North, Range 1 West of the New Mexico Principal Meridian; thence South $0^{\circ}22'00''$ East 1159.04 feet; thence South $89^{\circ}24'00''$ East 1658.20 feet; thence continuing South $89^{\circ}24'00''$ East 999.26 feet; thence South $0^{\circ}18'00''$ East 471.07 feet to a point on the Southerly side of a traveled road; thence along the Southerly side of said traveled road the following courses and distances: South $63^{\circ}29'54''$ East 152.18 feet; thence South $35^{\circ}21'42''$ East 226.20 feet; thence South $48^{\circ}55'54''$ East 134.45 feet to a point on a non-tangent curve concave to the Northeast having a central angle of $144^{\circ}32'23''$ and a radius of 50.00 feet, a radial line through said point bears North $66^{\circ}39'44''$ West; thence Southeasterly along the arc of said curve 126.13 feet to the end of said curve, a radial line passing through said point bears South $31^{\circ}12'07''$ East, said point also being the most Northwesterly corner of Lot 12 of Hartman Rocks Subdivision according to the plat as filed at the Clerk and Recorder's office of Gunnison County under Reception No. 288408, said point bears North $44^{\circ}23'00''$ East 623.1 feet from the West Quarter corner (brass cap) of said Section 14; thence North $22^{\circ}09'05''$ East 60.05 feet; thence South $68^{\circ}03'12''$ East 293.90 feet; thence South $83^{\circ}07'54''$ East 84.80 feet to the centerline of an irrigation ditch; thence along said centerline the following courses and distances: North $56^{\circ}00'36''$ East 188.90 feet; thence South $79^{\circ}56'42''$ East 192.40 feet to the TRUE POINT OF BEGINNING; thence continuing along said centerline South $67^{\circ}31'36''$ East 164.00 feet; thence North $77^{\circ}25'25''$ East 169.20 feet; thence South $83^{\circ}49'36''$ East 198.00 feet; thence North $71^{\circ}36'54''$ East 123.10 feet; thence South $84^{\circ}20'48''$ East 368.50 feet; thence North $65^{\circ}28'48''$ East 98.40 feet; thence North $22^{\circ}44'00''$ East 149.30 feet; thence North $78^{\circ}19'48''$ East 89.20 feet; thence departing from said irrigation ditch North $0^{\circ}03'36''$ East 32.00 feet; thence North $89^{\circ}07'00''$ East 222.50 feet; thence North $89^{\circ}07'00''$ East 9.39 feet to a point on the East line of the Northwest Quarter of said Section 14; thence along said East line North $0^{\circ}30'00''$ East 865.95 feet; thence departing from said East line North $89^{\circ}30'00''$ West 1461.84 feet; thence South $0^{\circ}30'00''$ West 1066.28 feet more or less to the TRUE POINT OF BEGINNING.

The above described parcel contains 35.00 Acres more or less.

STATE OF COLORADO)
) ss
County of Gunnison)

The above was signed before me this 7th day of July, 1981 by Corb S. Bedell as president and Robert E. Wright, Jr. as secretary of Tomichi Equipment Company, a Colorado corporation.



Witness my hand and seal
My commission expires: Oct. 20, 1984.

Jaye A. Violet
Notary Public

CONSENT TO AMENDMENT

The Board of County Commissioners of Gunnison County, Colorado, in accordance with paragraph 18 of the Declaration of Protective Covenants, Gold Basin Meadows, recorded January 23, 1980 in Book 546 at page 742 of the records of Gunnison County, Colorado, hereby evidence their consent to the foregoing amendment.

Executed July 7, 1981.

Board of County Commissioners of
Gunnison County, Colorado,

ATTEST:

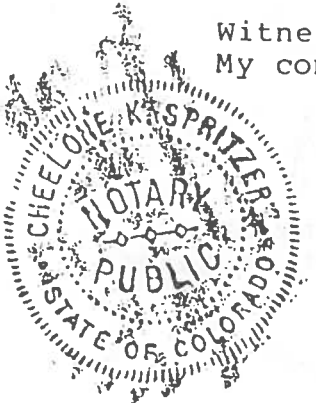
By George E. Means
Chairman

Joanne M. Reitingar
County Clerk

STATE OF COLORADO)
) ss
County of Gunnison)

The above was signed before me this 7th day of July, 1981 by George E. Means as Chairman of the Board of County Commissioners of Gunnison County, Colorado and Joanne M. Reitingar as County Clerk of Gunnison County, Colorado.

Witness my hand and seal
My commission expires: May 12, 1984



Checlone K. Spritzer
Notary Public