

The Crystal Village Planned Unit Development Zone District shall be amended to add the following Zone District classification which shall be applicable to all lots in Filing No. 4 as platted and recorded as Reception No. 351517.

Add to:

Section I

A.

R/S.F.P.H. - Residential/Single Family Patio Home District

Section VI-A. - R/S.F.P.H. Residential/Single Family Patio Home District

A. Permitted Uses

Single-Family (conventional construction)
Gardening
Park & Playground

B. Conditional Uses

None

C. Minimum Lot Area

6,000 square feet

D. Minimum Yards/Setbacks

Setbacks as noted on the re-subdivision plat filed as Reception No. 351517 shall apply to all lots.

E. Maximum Building Height

27 feet

F. Utility and Drainage Easements

1. No structures, planting or other material shall be placed or permitted to remain within the utility and drainage easements which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or obstruct or retard the flow of water in and through drainage channels located within the easements.

2. The easements within each lot and all improvements therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or one or more utility companies are responsible.

G. Off-Street Parking

Two off-street parking spaces on the same lot.

H. Area Requirements of Structures

The ground floor area of the principal building, exclusive of one story open porches or garages, shall be not less than 900 square feet nor less than 700 square feet for a dwelling of more than one story.

I. Area Ratios

The ratio of total lot area, (inclusive of open space easements), to the building lot coverage area for other use of ground shall be limited as follows:

1. The ground floor area of the principal building, exclusive of one story open porches or garages, to total lot area: 30% maximum.

2. Parking, sidewalks, other paving to total lot area: 20% maximum.

3. Open space to total lot area: 50% minimum.

Recorded at 958 A SEP 7 1979
Reception No. 297277 Mildred Alsdorf, Recorder

BOOK 534 PAGE 658

DECLARATION OF PROTECTIVE COVENANTS
FOR CRYSTAL VILLAGE PLANNED UNIT DEVELOPMENT
FILING NUMBER FOUR

WHEREAS, Sego Services, Inc. is the owner of the real property situate in the Town of Carbondale, County of Garfield and State of Colorado, described as Crystal Village Planned Unit Development (PUD) as the same appears on plat filed for record on September 10, 1976 as Reception No. 274378 in the Office of the Clerk and Recorder of Garfield County, Colorado, and

WHEREAS, Sego Services, Inc. being desirous of protecting property values and protecting the health, convenience and welfare of the owners of the lots in Filing Number Four of the PUD does hereby publish and declare that the following terms, covenants, conditions, restrictions, uses, limitations and obligations shall be deemed to run with the land located within Filing Number Four of the PUD, and shall be a burden upon and a benefit to any person or persons acquiring or owning an interest in Crystal Village Planned Unit Development, Filing Number Four, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Use of Lots. All lots in Filing Number Four of the PUD shall, in addition to the within Protective Covenants, be governed by the Zoning Regulations of Crystal Village PUD, as the same appears in "Crystal Village, a Planned Unit Development, Carbondale, Colorado" recorded September 10, 1976, as Document No. 274377 in Book 488 at Page 461 and to the uses depicted on the plat of Filing Number Four of the PUD recorded September 7, 1979 as Document No. 297276.

2.1 Architectural Committee. No building shall be erected, placed or altered on any lot unless two complete sets of architectural plans and specifications for such construction or alteration and plans and specifications for all landscaping to placed on the lot are submitted to and approved by the Architectural Committee prior to the commencement of such construction. All decisions of the Architectural Committee shall be in writing. In the event the Architectural Committee fails to take any action within forty-five days after complete architectural and landscaping plans and specifications for such work have been submitted to it, then all of such submitted plans and specifications shall be deemed to be approved.

2.2. Architectural and landscaping plans and

specifications submitted shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, location and types of trees, bushes, shrubs, grass areas, and all other matters necessary for the Architectural Committee to properly consider and make a determination thereon. The Architectural Committee shall disapprove any architectural and landscaping plans and specifications submitted to it which are insufficient for it to exercise the judgment required of it by these covenants.

2.3. The Architectural Committee shall exercise its best judgment to see that all structures and all alterations and landscaping conform and harmonize with the natural surroundings and with the existing structures as to external design, materials, color, siting, height, topography, foliage, grade and finished ground elevation.

2.4. Subsequent to the initial landscaping of any lot, the same shall not be modified or altered in any fashion which would constitute a major departure from the original approved landscaping plan without the written approval of the Architectural Committee being first obtained.

2.5. The Architectural Committee shall not be liable in damages to any person or association submitting

any architectural and landscaping plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove any such architectural and landscaping plans and specifications. Any owner submitting or causing to be submitted any plans and specifications to the Architectural Committee agrees and covenants that he will not bring an action or suit to recover damages against the Architectural Committee collectively, its members individually, or its advisors, employees, or agents.

2.6. The Architectural Committee shall keep and safeguard for at least five years complete permanent written records of all applications for approval submitted to it, including one set of all architectural and landscaping plans and specifications so submitted and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

2.7. The initial members of the Architectural Committee shall be Dennis Edson, Ronald Liston and Henry Fausson. Should a member resign or become unable to act, the other member shall appoint a successor. Subsequent to the sale of all lots in Filing Number Four of the PUD, one or more members may be replaced by the written designation

of a majority of the lot owners in Filing Number Four of the PUD, which designation shall be recorded in the Office of the Clerk and Recorder of Garfield County, Colorado.

2.8. All plans and specifications shall be delivered to the Architectural Committee at the office of Mutual Savings and Loan Association, Sopris Shopping Center, Carbondale, Colorado.

3. Out-Buildings. No out-buildings shall be allowed for any use other than a summer home or gazebo or for storage and shall contain no more than 175 square feet. No garages shall be allowed unless attached to the residence.

4. Construction Materials. All buildings shall be constructed of either brick, brick veneer, stone, manufactured stone, lumber or a combination thereof. All out-buildings shall have exterior walls in harmony with material used in the exterior walls of the main structure. Unfinished cinder block or cement block shall not be used for exposed walls.

5. New Construction. All construction shall be new construction and, except for modular units (as defined by the Zoning Regulations of the PUD), no previously erected

building, structure or improvement shall be moved and set upon any lot from any other location.

6. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one temporary sign of not more than five square feet advertising property for sale or rent, one sign of not more than fifteen square feet advertising the name of the townhouses to be built in Filing Number Four of the PUD, or signs used by builders to advertise the property during construction and sale.

7. Animals. No animals, livestock or poultry, of any kind, shall be raised, bred or kept on any lot, provided however, dogs and cats as household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

8. Temporary Structures No structure of a temporary nature, trailer, basement, tent, shack, garage, or other building shall be used on any lot at any time as a residence, either temporarily or permanently.

9. Nuisances. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or main-

tained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Such containers shall be located within a building or shall be screened from view in a fashion approved by the Architectural Committee.

10. Fences. All fences shall:

(a) Not exceed six feet in height measured from the grade level to the top of the fence;

(b) Be set back on the front of each lot at least 20 feet, except fences which are 42 inches or less in height may be erected without regard to set-back.

Fences erected on the rear of Lots 9, 10 and 11 shall be set back at least 10 feet from the rear of the lot; and

(c) Be approved by the Architectural Committee.

Plans sufficient to show the location, height and material to be used in the erection of a fence shall be submitted to the Architectural Committee and the determination thereon made as provided in paragraph 2 hereof. All fences erected on lots bordering on Rockford Road shall be uniform in character and materials.

11. Easements. Easements for the installation

and maintenance of utilities, drainage facilities and landscaping are reserved as shown on the recorded plat of the PUD and as shown on the plat of Filing Number Four of the PUD. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or obstruct or retard the flow of water in and through drainage channels and easements. The easements located on each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or one or more utility company is responsible. Specifically, with regard to the landscaping easement, the owners of the lots upon which the same is located shall be responsible for the maintenance thereof. Enforcement of the obligation to maintain such easement is hereby reserved to Se-go Services, Inc., its successors and assigns, and also extended to other lot owners in Filing Number Four of the PUD and adjoining property owners outside of the PUD for whose benefit the landscaping easement has been created.

12. Recreational Vehicles. No vehicles, boats,

campers, trailers, snowmobiles, or other such recreational vehicles or devices shall be stored or permitted to remain for more than three continuous days on any lot.

13. Business Vehicles. No business vehicles shall be permitted in Filing Four of the PUD which do not completely enclose within the vehicle all machinery, equipment and other evidence of the trade, craft or business, other than the signs affixed to the vehicle advertising the same.

14. Duration of Covenants. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

15. Enforcement. The Architectural Committee shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive relief on behalf of itself and all or part of the owners. In addition,

each owner shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these covenants.

16. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

IN WITNESS WHEREOF Sego Services, Inc. has executed this instrument this 6th day of September, 1979.

SEGO SERVICES, INC.

By: Henry J. Faussone
President

Carolyn M. Brown
Secretary

ATTEST
NOTARY PUBLIC
STATE OF COLORADO
COUNTY OF MESA

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The above and foregoing instrument was acknowledged before me this 6th day of September 1979 by Henry J. Faussone as President of Sego Services, Inc. and Carolyn M. Brown as Secretary of Sego Services, Inc.

WITNESS my hand and official seal.

My Commission expires: March 8, 1983

Linda E. Rogers
Notary Public

