

STATE OF COLORADO, COUNTY OF MESA  
RECORDED AT 4:55 O'CLOCK P.M. MAR 6 1981  
RECEPTION NO. 1250149 EARL L. DYER, RECORDER

BOOK 1301 PAGE 525

525-537

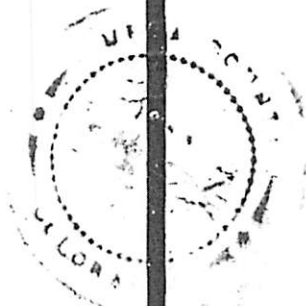
AMENDED PROTECTIVE COVENANTS

AND BUILDING RESTRICTIONS

BELL RIDGE SUBDIVISION FILING NO. 1 AND FILING NO. 2

KNOW ALL MEN BY THESE PRESENTS, that Robert O. O'Daniel and Lucille D. O'Daniel, being the sole owners of Lots 1, 2, 3, and 4, Block 1, Bell Ridge Subdivision, Filing No. 2, Mesa County, Colorado; Thomas T. Brownson and Mabel L. Brownson, being the sole owners of Lot 6, Block 1; Bell Ridge Subdivision, Filing No. 2, Mesa County, Colorado; Gerry Spomer, being the sole owner of Lot 7, Block 1, Bell Ridge Subdivision, Filing No. 2, Mesa County, Colorado; Verne Anderson Construction Company, a Colorado Corporation, being the sole owner of Lot 9, Block 1, of Bell Ridge Subdivision, Filing No. 2, Mesa County, Colorado; Gregory A. Guth, being the sole owner of Lot 11, Block 1, Bell Ridge Subdivision, Filing No. 2, Mesa County, Colorado; David A. Hendricks, being the sole owner of Lot 13, Block 1, Bell Ridge Subdivision, Filing No. 2, Mesa County, Colorado; Warren D. Lowe and Merlie Lowe, being the sole owners of Lot 2 in Block 2 of Bell Ridge Subdivision, Mesa County, Colorado; Edward J. Settle and Virginia L. Settle, being the sole owners of Lot 3 in Block 2, Bell Ridge Subdivision, Filing No. 1, together with any and all water and water rights, ditch and ditch rights of way thereunto appertaining or used in connection therewith, Mesa County, Colorado; George Earl Mead and Mae Mead, being the sole owners of Lot 4, Block 2 of Bell Ridge Subdivision, Filing No. 1, together with any and all water, water rights, ditches and ditch rights thereunto appertaining or used in connection therewith, Mesa County, Colorado; Louis G. Morton, Jr., and Mary Ann Morton, being the sole owners of Lot 5 in Block 2 of Bell Ridge Subdivision, Filing No. 1, Mesa County,

Sheila Reiner, Clerk and Recorder of Mesa County certifies this to be a full, true and correct copy of the original recorded document in my custody.  
Date: 11-4-2016 By: *Sheila Reiner* Deputy Clerk



Colorado; Steven P. Lopez and Donna J. Lopez, being the sole owners of Lot 7, Block 2, Bell Ridge Subdivision, Filing No. 1, together with any and all water and water rights, ditch and ditch rights of way thereunto appertaining or used in connection therewith, Mesa County, Colorado; Crown Heights Development, a Partnership, being the sole owner of Lots 11 and 12 in Block 2, Bell Ridge Subdivision, Filing No. 1, Mesa County, Colorado; Richard E. Hollinger and Wyona J. Hollinger, being the sole owners of Lot 13 in Block 2 of Bell Ridge Subdivision, Filing No. 1, Mesa County, Colorado; E. Ann Willis, being the sole owner of Lot 14, Block 2, Bell Ridge Subdivision, Filing No. 1, Mesa County, Colorado; David J. Turner and Laureece M. Turner, being the sole owners of Lot 2 in Block 3 of Bell Ridge Subdivision, Filing No. 1, Mesa County, Colorado; John D. Quest, Sharon L. Quest and Edward Spomer, being the sole owners of Lot 3, Block 3, Bell Ridge Subdivision, Filing No. 1, together with any and all water, water rights, ditch and ditch rights of way therunto appertaining or used in connection therewith, Mesa County, Colorado; and Spomer Construction Company, a Colorado corporation, hereinafter referred to as "Developer", being the sole owner of the balance of all lots in said subdivision in Mesa County, Colorado, which has been laid out, platted and subdivided as Bell Ridge Subdivision Filing No. 1 and Filing No. 2, desire to restrict the types, locations, construction, specifications and uses of buildings and provide for irrigation water and set forth other limitations and restrictions and uses which any of the said lots as shown in the subdivision plats, copies of which have been recorded with the Mesa County Clerk and Recorder on June 10, 1977, Plat Book 11 at Page 266, and on July 10, 1978, Plat Book 12 at Page 45, respectively, be put. Said owners hereby specify that said declaration shall constitute covenants to run with

all the land as shown in said plats, as provided by law, and shall be binding upon it, and for the benefit of and limitations upon all future owners of lots within the subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision as set forth in the subdivision plats, desirable, uniform and suitable in architectural design and use as herein specified.

1. The property in said subdivision inclusive shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling and a private garage for not more than three cars and other buildings incidental to residential use of the lot.
2. No trailer shall be placed on the premises except those that are concealed from the neighborhood by placing behind the main structure or in the garage or other out buildings. No basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No livestock shall be maintained on the premises.
3. Fences, foliage, trees or hedges in the nature of a fence shall be built or planted in accordance with County and City subdivision and zoning regulations in effect at the time of filing.
4. The living space of the main structure of any residence built in the subdivision, exclusive of open porches, garages, and basements, shall not be less than 1,700 square feet, outside measurement.
  - (a) If said residence shall have a full basement, the living space of the main structure, exclusive of open porches and garages, shall not be less than 1,700 square feet, outside measurement.
  - (b) "Basement" as used herein shall mean a floor space, the floor of which is more than four feet below the grade of the surface at the exterior of the building, and split-level structures having a living space, the floor of which is less than four feet below the grade of the surface, shall not be deemed basement structures but shall be deemed "living space" as the term is used above.

5. Minimum front yard setbacks shall be in accordance with County and City subdivision and zoning regulations in effect at the time of filing.
6. No lot shall be used or maintained as a dumping ground for rubbish or storage area for junk. Trash, garbage, and other wastes shall not be kept except in sanitary containers. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition. No obnoxious or offensive activities shall be carried on upon any lot nor anything to be done thereon which may be or become an annoyance to or a nuisance to the neighborhood.
7. No oil, natural gas mining, coring, or other similar development of any kind shall be permitted upon the platted area, nor shall survey stakes pertinent to these operations be permitted on any portion of the platted area.
8. No assignment of a promotional nature shall be displayed to the public view except that one sign of no more than six square feet may be used to advertize property for sale or rent and signs of any dimensions may be used by developer or any builder to advertize during the development, construction and sales, and further accept street signs at the entrances to the development area which may be of any design and size as determined by the developer.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and any such household pets shall be limited to an aggregate of two per family.
10. Irrigation water shall be made available to each lot for use thereon through a system to be installed by the developer. The developer shall not be obligated to maintain the system and will transfer all rights to such system to the Bell Ridge Subdivision, Filing No. 1 and Filing No. 2, Homeowners Association, referred to hereinafter, but in any case, no later than 30 days after developer has conveyed all of its interest in the subdivision.
11. The developer shall hereafter organize the Homeowners Association under the Non-Profit Corporation Act of the State of Colorado. All present owners or parties signing these covenants, their heirs, assigns, and personal representatives, agree to and shall be a member of and subject to the obligations, duly enacted By-laws, and rules of the Homeowners Association.
12. Each lot in the subdivision shall be connected to the irrigation system installed by the developer. The owner or owners of each lot shall pay an assessment to the Homeowners Association on a

pro rata share of the cost of operation, maintenance of the irrigation water system and for any other purpose which shall be determined to be a proper assessment for the operation and maintenance of any other common facilities of the subdivision. The assessment shall not be made against any lot until a residence has been constructed thereon. The assessments shall be paid promptly as the same become due and each assessment shall constitute a lien on the premises against which the same is assessed from the date of such assessment, which shall be subject only to a first lien on each lot, if any there be and may be enforced as in the case of any lien foreclosure. The assessment shall accrue to the benefit of and may be enforced jointly and severally by the property owners in the subdivision or by the Homeowners Association.

13. The restrictions, conditions, reservations and covenants herein shall be covenants running with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1991, at which time said restrictions, conditions and covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of said lots, it is agreed to change said covenants in whole or in part.
14. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein or provisions hereof, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute in proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or provisions and either to prevent him or them from so doing or to recover damages or other dues for such violation.
15. Invalidation of any one of these covenants or provisions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 1 day of Dec, 1980.

SPOMER CONSTRUCTION COMPANY,  
a Colorado corporation

By: Edward Spomer  
Edward Spomer, President

ATTEST:

Sharon L. Linder  
Secretary

DEVELOPER