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## **Mesa Antero – Filing One**

### **Protective Covenants**

To provide for the orderly development of the tract known as Mesa Antero and to provide measures designed for the benefit of the owners in title to the subdivision designated "Filing One" of said tract, we hereby adopt the following covenants:

### **ORGANIZATIONAL COVENANTS**

1. All lots within Filing One shall be known and designated as residential building lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single-family dwelling not to exceed two stories, or a maximum of 28 feet from the ground, and a private garage for not more than three vehicles and other outbuildings incidental to residential use of the lot.
  - 1.1 The area shown on the plat for Filing 3, which is generally known as Stew Brown Park and the area located in Filing 2, generally known as the Wetland Area and the 38 acre area located at the front of the subdivision known as the Front Lot, are dedicated for recreational use by all property owners of the Mesa Antero Subdivision.
2. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2029, at which time said covenants shall be extended automatically for successive periods of ten years unless an instrument signed by the then owners of a majority of the lots, one vote per lot, has been recorded, agreeing to change said covenants in whole or in part.
3. Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. Should the owner and/or tenant of any lot of the building sites in Filing One violate any of the covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event, any owner of any lot or building site, in Filing One, may institute legal proceedings to enjoin, abate and/or correct such violation(s). The owner of the lot or building sites permitting the violation(s), of such restrictions and/or conditions shall pay all attorney fees, court costs, and other necessary expenses incurred by the person instituting such legal proceeding to maintain and enforce the aforesaid restrictions and conditions, and attorney fees to be fixed by the Court. It is further agreed that the amount of said attorney's fees, court costs, other expenses allowed and assessed by the Court, for the aforesaid violation(s), shall become a lien upon the land as of the date of the legal proceedings were originally instituted, and said lien shall be subject to the foreclosure brought in such action to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by statute.

### **LOT DEVELOPMENT COVENANTS**

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation or maintenance of utilities, or that may change the direction or flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

### **ARCHITECTURAL CONTROL COMMITTEE – OPERATIONAL COVENANTS**

6. No building shall be erected, placed, or additions to any existing buildings in Filing One of the subdivision unless the lot owner has completed a formal application with the Mesa Antero Architectural Control Committee (MA-ACC), and paid an appropriate administrative fee to the Committee. The application will include the building plans, specifications, external materials and colors, and site plan showing the location of such conformity and harmony of external design with existing structures of the subdivision, and as to location of such buildings with respect to topography, easements and finished grade elevations in compliance with the covenants of the subdivision. Building



construction is permitted upon receipt of a letter of approval by the MA-ACC. In the event said Committee fails to approve or disapprove within thirty days, any said plans and specifications that have been submitted to it, approval will not be required and this covenant shall be deemed to have been fully complied with. Construction shall be considered to have begun upon delivery of building supplies or equipment to the lot or the breaking of ground for the foundation, whichever ever occurs first. Exterior construction shall be completed within one year unless extension is granted by the MA-ACC.

7. If a lot owner has their building plans denied by the MA-ACC, they may have that decision overturned by a majority of the lot owners in Filing One, by written and signed petition by Filing One lot owners, and submitted to the MA-ACC.
8. The membership of the Mesa Antero Architectural Control Committee (MA-ACC) shall be a maximum of six persons and a minimum of four persons, each representing a different filing, if feasible. Each member shall be a full time resident. The term of membership shall be three years, with a maximum of two consecutive terms, and terms with other filings shall be staggered to maintain continuity of the Committee. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the lots, one vote per lot, shall have the power through a duly recorded written instrument to change the membership or the powers and duties of the Committee.

### **ARCHITECTURAL ELEMENT COVENANTS**

9. No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than 50 feet to the front lot line. No dwelling shall be located nearer than 25 feet to a side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit a portion of a building on a lot to encroach upon another lot or easement.
10. No residential dwelling that has a living area of less than 1,000 square feet shall be erected or placed on any building lot.

11. No lot as subdivided shall be re-subdivided into more than one residential building site.

12. Private water wells and on site wastewater treatment systems shall be used in Filing One, but only after submitting plans and obtaining approvals from the appropriate governing bodies. Private water wells shall be located at least 15 feet from the side lot lines and 50 feet from the on site wastewater treatment system.

13. No fences or walls of any type or nature whatsoever, shall be constructed, erected, placed or maintained forward of the front building limit or setback line on each lot, as same is shown on the recorded plat of Filing One, provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yards. The Mesa Antero Architectural Control Committee (MA-ACC), provided for in paragraphs #6 and #7, may, in its discretion, waive in whole or in part the restrictions in this paragraph as to fences and enclosures, provided such waiver must be in writing. Moreover, no automobile, truck, trailer, recreational vehicle, mobile home, all-terrain vehicle, snowmobile, tent, or temporary structure of any nature whatsoever, shall ever be permanently parked, located or otherwise maintained forward of the front building setback or limit line on each lot, as same is shown on the recorded plat of Filing One. However, it is not the intention of the paragraph to exclude the temporary parking of vehicles on any portion of the driveway.

14. Homeowners are expected to maintain their home and outbuildings under good repair, to include roof maintenance, paint or siding quality, deck and fence safe condition; and lots free of trash collections, to include collecting of natural waste material. Homeowners shall realize their house condition and appearance reflects on the entire neighborhood. A lot owner(s), of Filing One, may take direct action with the offensive lot owner and/or report their concerns to the MA-ACC. Home owners are encouraged to apply to the MA-ACC for approval of any exterior changes, upgrades, or additions or changes to their lot plan.

## **LOT USE COVENANTS**



15. Home businesses, trades or related activities are approved in Filing One, but must adhere to the following guidelines:
  - a. No on premise employees except for immediate family members living in the residence.
  - b. No on premise clientele.
  - c. Activity must take place within the confines of the approved residence on said property.
  - d. No exterior evidence of the business or signs marketing the activity.
  - e. Are in compliance with other covenant restrictions for Filing One.
  - f. Are in compliance with State and Chaffee County laws and regulations relating to operating a business in a residential zoned area.
16. No dwelling of a temporary character, trailer, mobile home, recreational vehicle, tent, shack, barn, garage, basement, outbuilding, or lodgings of a similar nature shall be used as a residence during construction of an approved structure, either temporarily or permanently. However a temporary exception for up to a two week period is made for visiting friends and relatives for situations which can include staying in their own RV, children and grandchildren having a camp out experience in the back yard, etc.
17. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for any commercial purpose. Animals kept as household pets are permitted, subject to Chaffee County regulations. A household pet is defined as a domesticated animal residing in the home for the owner's pleasure rather than the commercial value of its offspring or by-products. Pets shall not be allowed to trespass on another person's property. Each lot owner or resident is responsible to control obnoxious behaviors of their pets such as, but not limited to, excessive barking
18. No sign of any kind shall be displayed to the public view on any lot except one sign of professional quality having an area of not more than five square feet, limited to the name of the property, the owner(s), street number and it's name; one temporary having an area of not more than five square feet advertising the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period.
  - 18.1 Political signs may be displayed no earlier than forty-five (45) days before and seven (7) days after an election, may not exceed one sign per political office or ballot issue, and may not exceed thirty-six (36) by forty-eight (48) inches.
19. No trash, solid waste, unsightly materials, or other refuse may be thrown, placed or dumped on any lot in Filing One, whether vacant or occupied. Trucks larger than pickups or similar vehicles, construction equipment, or machinery of any kind shall not be stored

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on any lot either temporarily permanently other than in connection with necessary construction or maintenance work for said property.

20. Dusk-to-dawn, security, high intensity lighting is prohibited unless the lamp is shielded to control the light pollution and is not offensive to neighbors.