

BUTTERMILK ACRES MINOR SUBDIVISION PROTECTIVE COVENANTS AND RESTRICTIONS

The purpose of this document is to assist lot owners in the Buttermilk Acres Minor Subdivision by providing a framework for design construction, maintenance and usage that will allow each project to contribute to the long term goal of creating a development that compliments and enhances the surrounding natural environment. This document also explains the rules and restrictions and enjoyment of all owners of the Buttermilk Acres Minor Subdivision.

Lot owners and residents of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, smoke, animal odors, fumes and machinery noises. Standard agricultural practices feature the use of heavy equipment, chemical sprays, burning and the use of machinery early in the morning and sometimes late into the evening.

- A) No building or improvement shall be placed, constructed, or allowed on any single-family residential lot except to provide for a single-family dwelling, and attached or detached private garage, a storage shed, and improvements such as landscaping, and other like or similar improvements normally placed or installed in and around the yard of a single-family residence.
- B) All buildings shall be constructed on site. No mobile, modular, or manufactured homes, or any other movable structure shall be permitted. Outbuildings shall be built and finished to match the exterior of the main dwelling.
- C) All residences must be substantially completed within one year of the commencement of construction. Substantial completion shall mean that the exterior of the structure is complete and the siding and roofing have been attached. Commencement of construction shall mean the date excavation for the foundation begins.
- D) All houses shall display house numbers for emergency identification. No signs or advertising devices of any nature shall be erected or maintained on any property except to show the property is for sale or for rent, and such signs as may be otherwise required by law.
- E) Dogs, cats or other household pets may be kept and only one large animal (horse, livestock) per acre shall be allowed. All animals shall be under the control of their owner, whether by containment on the owner's property or on a leash. No animals shall be allowed to run at large, endanger or harass persons, property or other animals, or occupants.
- F) Exterior lighting should be minimized and designed and constructed as to be a complementary part of architectural and landscaping themes. Area lighting should be predominately down-directed to minimize spillover of the light off-site. Lower intensity illumination with adequate shielding and warm colors is encouraged. No dusk-to-dawn ranch-type yard lights shall be allowed on any lot. Temporary holiday ornamental lights are allowed.

- G) All rubbish, trash and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers.
- H) No junk vehicles shall be parked, nor retained, on any lot. A junk vehicle is one which cannot be driven away under its own power.
- I) No commercial use may be made of any lot. Home occupations or hobby-businesses may be conducted out of the residence by the owner or tenant. The business shall be clearly incidental and secondary to the residential use of the lot. The business shall be entirely inside a dwelling, garage, or storage shed. Excessive traffic, noise, or pollution shall not be permitted.
- J) No noxious or offensive use or activity shall be carried on within the subdivision for anything done or permitted on or in the premises which shall constitute a public nuisance.
- K) Every lot owner shall be responsible for the care of his/her lot, including weed control. Once installed, the landscaping, ie. Lawn, trees, shrubs, etc., shall be cared for and not allowed to deteriorate or become unsightly and detract from the neighborhood.
- L) Water conservancy practices are not only welcome, but encouraged in the design, style and installation of landscaping. Sprinkler systems are encouraged to conserve domestic and irrigation water.
- M) Every violation or any part thereof of these protective and restrictive covenants shall constitute a nuisance, and every public or private remedy allowed therefore by the law or equity against a lot owner shall be applicable against every such violation and be exercised by any lot owner. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings.
- N) The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described real property under the said Owner for a period of ten (10) years from the date these presents are recorded in the Office of the County Clerk and Recorder of the County of Delta and State of Colorado, after which time they shall automatically extend for successive periods of ten years unless an instrument signed by the then owners of a majority of the real property hereinabove described has been recorded in the Office of the County Clerk and Recorder, agreeing to change said covenants in whole or in part.

Dated this 2nd day of October, 2017

By: Pamela Ann Lee
Pamela Ann Lee, trustee

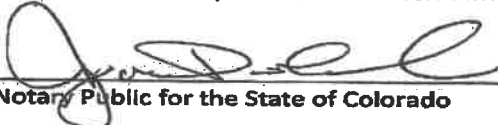
By: Terrence Irving Lee
Terrence Irving Lee, trustee

RECEPTION#: 698497, 10/02/2017 at 08:10:48 AM, 3 OF 3, R \$23.00
TERI A. STEPHENSON, DELTA COUNTY, CO CLERK AND RECORDER

State of Colorado)
) ss
County of Delta)

This instrument was acknowledged before me on the 2nd day of
October 2017, by Pamela Ann Lee and Terrence Irving Lee as trustees of the
Terrence Irving Lee and Pamela Ann Lee Trust Dated 9-21-2007, owners of Buttermilk Acres
Minor Subdivision.

JOSE D. GONZALEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20164010709
My Commission Expires March 17, 2020


Notary Public for the State of Colorado

My commission expires: 3-17-2020

AMEND PROTECTIVE COVENANTS ON THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE
COUNTY OF DELTA AND STATE OF COLORADO, AS FOLLOWS, TO WIT:

BUTTERMILK ACRES MINOR SUBDIVISION PROTECTIVE COVENANTS AND RESTRICTIONS

The purpose of this document is to assist lot owners in the Buttermilk Acres Minor Subdivision by providing a framework for design construction, maintenance and usage that will allow each project to contribute to the long term goal of creating a development that compliments and enhances the surrounding natural environment. This document also explains the rules and restrictions and enjoyment of all owner of the Buttermilk Acres Minor Subdivision.

Lot owners and residents of the subdivision are informed that adjacent uses may be agricultural. Lot owners accept and are aware that standard agricultural and farming practices can result in dust, smoke, animal odors, flies and machinery noises. Standard agricultural practices feature the use of heavy equipment, chemical sprays, burning and the use of machinery early in the morning and sometimes late into the evening.

- A) No building or improvement shall be placed, constructed, or allowed on any single family residential lot except to provide for a single-family dwelling, and attached or detached private garage, a storage shed, and improvements such as landscaping, and other like or similar improvements normally placed or installed in and around the yard of a single-family residence.
- B) All buildings shall be constructed on site. No mobile or manufactured homes, or any other movable structure shall be permitted. *UBC approved Modular dwellings are permitted provided they meet the remaining standards of this document.* Outbuildings shall be built and finished to match the exterior of the main dwelling.
- C) All residences must be substantially completed within one year of the commencement of construction. Substantial completion shall mean that the exterior of the structure is complete and the siding and roofing have been attached. Commencement of construction shall mean the date excavation for the foundation begins.
- D) All houses shall display house numbers for emergency identification. No signs or advertising devices of any nature shall be erected or maintained on any property except to show the property is for sale or for rent, and such signs as may be otherwise required by law.
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animals shall be allowed to run at large, endanger or harass persons, property or other animals, or occupants.

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- J) No noxious or offensive use or activity shall be carried on within the subdivision for anything done or permitted on or in the premises which shall constitute a public nuisance.
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- M) Every violation or any part thereof of these protective and restrictive covenants shall constitute a nuisance, and every public or private remedy allowed therefore by the law or equity against a lot owner shall be applicable against every such violation and be exercised by any lot owner. In any legal or equitable proceeding for the enforcement or to restrain the violation of these covenants or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings.
- N) The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described real property under the said Owner for a period of ten

RECEPTION#: 708647, 01/30/2019 at 08:59:06 AM, 3 OF 4, R \$28.00
TERI A. STEPHENSON, DELTA COUNTY, CO CLERK AND RECORDER

(10) years from the date these presents are recorded in the Office of the County Clerk and Recorder of the County of Delta and State of Colorado, after which time they shall automatically extend for successive periods of ten years unless an instrument signed by the then owners of a majority of the real property hereinabove described has been recorded in the Office of the County Clerk and Recorder, agreeing to change said covenants in whole or in part.

Dated

30

January

this day of 2019

By:

Pamela Ann Lee

Pamela Ann Lee, trustee

By:

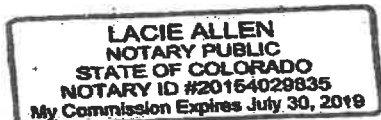
Terrence Irving Lee

Terrence Irving Lee, trustee

State of Colorado

County of Delta)

This instrument was acknowledged before me on the 30th day of January 2019, by Pamela Ann Lee and Terrence Irving Lee as trustees of the Terrence Irving Lee and Pamela Ann Lee Trust Dated 9-21-2007, owners of Buttermilk Acres Minor Subdivision.



Lacie Allen
Notary Public for the State of Colorado

My commission expires:

July 30, 19

AMEND PROTECTIVE COVENANTS ON THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE
COUNTY OF DELTA AND STATE OF COLORADO, AS FOLLOWS, TO WIT:

**BUTTERMILK ACRES MINOR SUBDIVISION PROTECTIVE
COVENANTS AND RESTRICTIONS**

As per section B) shall be changed to:

All buildings shall be constructed on site. No mobile or manufactured homes, or
any other movable structure shall be permitted. UBC approved Modular dwellings
are permitted provided they meet the remaining standards of this document.
Outbuildings shall be built and finished to match the exterior of the main dwelling.

Dated 30, January this day of 2019

By:

Pamela Ann Lee, trustee

Pamela Ann Lee

By:

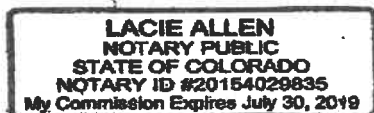
Terrence Irving Lee, trustee

Terrence Irving Lee

State of Colorado

County of Delta

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