



chooses to deny the approval of such plans and specifications within 30 days, they shall be deemed to have been approved.

5. LAND USE

a. On any platted lot in Meadow Lakes Mountain Estates Subdivision there may be constructed, subject to approval of the Committee as hereinafter set forth: one new dwelling for occupancy by a single family, for private use only, a private garage and such other enclosed and covered out-buildings as are incidental to single family, residential use on the premises. Sanitation facilities, visually screened fuel storage, non-commercial antenna and such other appurtenances shall also be subject to control by the Committee. The sum total of the footprint areas of all structures, or those areas encompassed by the ground floor of all structures and appurtenances, shall not exceed 10 (ten) % of the total area of said lot.

b. All structures shall be used strictly for residential purposes, except as provided herein. Commercial uses of any structure are prohibited, except for such home occupations as may be permitted by the laws and regulations of Chaffee County. No used or second hand structure, mobile home, modular home, manufactured home, recreational vehicle, or rebuilt home shall be moved upon said premises for use as a residence, garage, outbuilding or other appurtenance. The temporary use of any mobile home, recreational vehicle, or any temporary dwelling used during the construction of any approved permanent dwelling, must have written permission of the Committee. Recreational vehicles are permitted when not used as a residence, garage, outbuilding or other appurtenance.

c. As single family residential use, no short-term rentals or leases of less than thirty (30) days are permitted. Short-term rentals or leases are limited to a cumulative total of not more than ninety (90) days per calendar year. All rental or lease agreements shall be in writing and must include: (1) a copy of the Association's Rules and Regulations, (2) an express provision binding the renter or lessee to the Amended Declaration of Restrictive and Protective Covenants, as well as the Rules and Regulations of the Association, and (3) an express provision specifying that any non-compliance is grounds for immediate termination of the rental or lease agreement by the Board of Directors. Media, internet, agency or other advertising to promote such rentals or leases is prohibited.

d. No inoperative or unlicensed (junk) motor vehicle shall be allowed on any lot of this sub-division. Vehicles that are garaged are exempt from this restriction.

e. Recreational vehicles, boats, large equipment, and trailers are subject to parking and screening recommendations of the Committee.

6. LOCATION OF IMPROVEMENTS In determining the proper location for each improvement, the Committee shall consider the location of existing and future improvements on any adjacent property, and such other considerations as aesthetics and water damage from run-off as it may deem appropriate. All structures shall have a minimum set back of thirty (30) feet from the property boundaries.

7. APPROVAL OF PLAN No building, out-building, fence, or other improvements shall be constructed, erected or maintained on any tract, block or lot until plans and specifications showing other information relating to such improvements as the Committee may reasonably require, shall have been submitted to and approved by the Committee in writing. Nor shall any exterior addition or alteration to existing structures be made until plans are approved by the Committee.

8. CRITERIA In passing on such plans and specifications, the Committee shall consider;

- a. The suitability of the improvement and the materials of which it is to be constructed, to the lot or parcel of land upon which it is to be located.
- b. The nature of adjacent and neighboring improvements.
- c. The quality of the materials to be utilized in any proposed improvements.
- d. The affect of any proposed improvement on the view that improvement may have on any adjacent property. It shall be the objective of the Committee to make certain that no improvement shall be so similar or so dissimilar to others in the vicinity that values, monetary or esthetic, will be impaired.

9. MINIMUM AREA REQUIREMENTS No structure or dwelling erected on any lot for residential use, which contains less than fourteen hundred (1400) square feet of enclosed living area, exclusive of garages, carports, porches and appurtenances, shall be permitted. The Committee shall determine from the design of the improvements whether or not an area partially below grades and second level shall qualify as enclosed space for the purpose of determining minimum area requirements.

10. CONTINUITY OF CONSTRUCTION All structures commenced on Meadow Lakes Mountain Estates Subdivision shall be completed in a diligent manner, and exteriors shall be completed within six (6) months from the date of the date of foundation preparation except when said time for completion is extended by the Committee. No lot shall be subdivided, but nothing herein shall prevent an owner from building on more than one lot.

11. UTILITIES All utilities supplying any structure shall be buried according to local code specifications, but in any event, not less than one (1) foot below ground level.

12. EASEMENTS AND RIGHTS-OF-WAY Easements and rights-of-way for roads, lighting, gas, telephone, water and pedestrian traffic, and any other kind of public or quasi-public utilities services, are reserved as shown on the plat map of Meadow Lakes Mountain Estates. Any structure, fence, or obstruction that violates an easement or right of way, shall be the sole responsibility of the property owner.

13. RECONSTRUCTION OF BUILDING In the event of damage to or destruction of any part of a home or out-building on any lot in Meadow Lakes Mountain Estates Subdivision, the owner shall reconstruct the same within a reasonable time, or



shall tear down and remove such building. In no event may such a damaged home or building be allowed to exist in this subdivision.

14. LIABILITY

MLMEPOA shall not be liable to

any person for any actions in connection with plans submitted to the Committee, nor shall approval of plans by the committee act as any guarantee as to lot lines, soil conditions, or sewage disposal systems; or suitability of any plans to its intended purpose.

15. RESTRICTIONS

a. No water drilling (except as noted in C below), oil drilling, mining, prospecting, or mineral operations, or exploration of any kind shall be permitted on any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or in any improvement thereon, except for domestic dogs, cats and household pets; PROVIDED that pets are under control of the owner at all time, and no commercial use be made of such pets. Nothing contained herein shall prohibit the keeping of horses in areas designated for said purpose by the Committee.

b. Signs No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any lot or structure for any purpose whatsoever except such signs as have been approved by the Committee as reasonably necessary for identification of residences.

c. Water and Sewage Private wells are authorized as a source of water for human consumption in Meadow Lakes Mountain Estates. In-house use only wells are authorized within the subdivision. Location and construction of wells and septic tanks will conform to Meadow Lakes Mountain Estates and State Health Department rulings. Lots 2, 13, 14, 15, and 16 will have restricted building lines to comply with County and State Health Department requirements.

d. Trash & Garbage No trash, ashes or other refuse may be thrown or dumped on any land within Meadow Lakes Mountain Estates. The burning of refuse out-of-doors shall not be permitted in Meadow Lakes Mountain Estates. Nor shall incinerators or other devices for burning of refuse outdoors be constructed, installed or used by any person, except as approved by the committee. Each property owner shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view, and protected from disturbance.

e. Trees It is the goal of these covenants to preserve the views and the natural setting of the subdivision. Therefore, each property owner is expected to limit tree removal to those trees necessary for forest health, fire protection, prudent site preparation for construction and the preservation of views. The planting of trees, hedges or shrubs whose normal mature height may obstruct the views of the adjacent lots requires written approval by the Committee.

f. Nuisances No noxious or offensive activity shall be carried on, nor shall anything be done or permitted which shall constitute a private or public nuisance in Meadow Lakes Mountain Estates.

16. ROAD MAINTENANCE

It is the desire of MLMEPOA to

preserve for Mountain View Ranch Co. its present privacy and seclusion, and also that

privacy and seclusion of the residents of Meadow Lakes Mountain Estates. All roads will remain private. Road maintenance will be included in the annual MLMEPOA fee.

17. FISHING Stocking of fish and necessary maintenance of lakes on Mountain View Ranch Co. land and Meadow Lakes Mountain Estates is included in the annual MLMEPOA fee. Fishing is limited to property owners and their houseguests. Designated daily limits may be established and enforced by the Committee.

18. DURATION OF COVENANTS These covenants as amended shall continue in full force and effect until January 1, 2010, at which time they will automatically be extended for five successive terms of ten (10) years each.

19. ASSIGNABILITY OF OWNERS INTEREST Nothing contained herein shall prohibit the owners from assigning their interest in Meadow Lakes Mountain Estates, and such assignment shall carry with it all rights contained herein to appoint a committee to enforce these covenants.

20. SEVERABILITY Invalidation of any one or more of the covenants by any court of competent jurisdiction shall in no way affect any of the other covenants, and they shall remain in full force and effect.

21. AMENDMENTS These covenants may be amended at any time by affirmative vote of at least two-thirds majority of its eligible members. Members shall vote in person, by proxy, or by absentee ballot. Written notice shall be given to all members at least thirty (30) days in advance of any meeting called for such purpose and must include the original covenant, the proposed change and the reason for the proposed change.

22. ENFORCEMENT The Restrictive and Protective Covenants herein set forth are accepted by every grantee, purchaser and owner of any property in Meadow Lakes Mountain Estates, and they agree to conform to and observe each Covenant, and to the Architectural Guidelines and Rules and Regulations, which are incorporated herein by reference.. Either the owner or any person holding under said owner shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of these covenants, which right may be in addition to other existing remedies which may be applicable. No failure on the part of any persons to enforce any covenant immediately after the breach thereof becomes known shall be deemed a waiver as to that breach or any similar breach in the future. Nothing contained herein shall limit the right of any persons aggrieved by a breach of these covenants to recover damages thereof. The State Engineer, The Division Engineer, the Water Commissioner, their agents and employees may inspect and enforce the covenants above set forth which affect or pertain to the use of water within the subdivision. In addition to the above powers, the Board of directors of MLMEPOA shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by these covenants,

and in such action shall be entitled to recover costs and reasonable Attorney's fees as are ordered by the Court.

This instrument supersedes Restrictive Covenants recorded at Reception No. 312473, those recorded at Reception No. 149265 in Book 382, page 162 through 165; those recorded at Reception No. 150874 in Book 383, page 780 through 783, those recorded at reception number 172934 in Book 405, page 575 through 578, and those in Book 417 Reception No. 184748 page 195 through 199; those recorded in Book 538 Reception No. 269342, page 834 through 839, and those recorded in Book 554 Reception No. 276627 page 963 through 968.

OFFICERS/SIGNATURES

NAME/ADDRESS	OFFICE	SIGNATURE	DATE
Milo Johnson 18780 Morrison Creek Circle. Buena Vista, CO 81211	President	<u>Milo Johnson</u>	July 17, 2006
Willem O'Reilly 18604 Morrison Creek Circle Buena Vista, CO 81211	Vice President	<u>Willem O'Reilly</u>	July 17, 2006
Toby Dunn 19048 Mountain View Dr. Buena Vista, CO 81211	Secretary	<u>Toby (Toby) Dunn</u>	July 17, 2006
John Massey 18590 Morrison Creek Circle Buena Vista, CO 81211	Treasurer	<u>John Massey</u>	July 17, 2006

Witness our hands this day of July 17, 2006

Milo Johnson  
Milo Johnson, President

Toby Dunn  
Toby Dunn, Secretary

The foregoing instrument was acknowledged  
before me 17<sup>th</sup> day of July 20 06  
by Milo Johnson,  
Toby Dunn

My commission expires 12-06-09

WITNESS my hand and official seal.  
Cynthia F. Nyquist  
Notary Public

