Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org/planning.html
Email: planning@gunnisoncounty.org

To: BOCC- Paula Swenson, Phil Chamberland and Jonathan Houck

From: Community Development Department Services Manager Beth Baker

Date: **March 18, 2013**

Re: Packet Materials: For Lot Cluster request William & Roxanna Marshal et. al
• Copies of
Application
Lot Cluster Application and Agreement
Assessor Property Records
Utility Companies approval of request
Site Map of Parcels
County Tax Receipt-

Richard and Connie Murdie have submitted an application to cluster lots 6 & 7 Antelope Mobile Home Subdivision. The two lots are each .38 acres in size.

The utility companies have agreed to the lot line vacations. The Assistant Director of Community Development and the County Attorney have both reviewed and approved the request.

There is currently a home and garage on site. The Antelope Mobil Home Subdivision is on central sewer and will be on central water very soon.

Please call with any questions or comments.

Thanks,

Beth Baker
Community Development Services Manager
641-0360
bbaker@gunnisoncounty.org

LOT CLUSTER AGREEMENT AND DECLARATION
GUNNISON COUNTY, COLORADO

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made this 6th day of February, 2013 by and between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County") and Richard L. Mudie and Connie K. Mudie (jointly and severally) (hereinafter "Owner").

RECITALS:

1. The undersigned (are) the owner of the following described properties;
   Lots 6 & 7 Antleope Mobile home Subdivision

   and any adjacent street or alley that is or may be vacated.,
   County of Gunnison
   State of Colorado

2. This Lot Cluster Agreement and Declaration is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This Agreement does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This Lot Cluster Agreement And Declaration is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sanitary or other permit requirements.

4. This Agreement and Declaration shall not have effect until it is recorded, at the cost of the applicant, with the Clerk and Recorder of Gunnison County, Gunnison Colorado.

5. This Lot Cluster approval does not result in a guarantee of approval of an Individual Septic System variance approval.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action; the companies' comments are attached to, and are hereby incorporated as part of this Agreement and Declaration.

Date: 2/6/13 Richard L Murdie Owner

Date: 2/6/13 Connie K Murdie Owner

Date: 2/6/13 Gunnison Savings and Loan Mortgage or Lien Holder

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 6th day of 2013 by Richard L Murdie + Connie K. Murdie (Owner).

Witness my hand and official seal.

My Commission expires: 11-6-2014

Janice English
Notary Public
Address: 1613 W. Tomichi Ave; Gunnison, CO

STATE OF COLORADO
JANICE ENGLISH
NOTARY PUBLIC

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 6th day of February 2013 by Gunnison Savings and Loan (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: 11-6-2014

Janice English
Notary Public
Address: 1613 W. Tomichi Ave, Gunnison, CO

Date: 2/6/13

Commissioner Commissioner Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

Gunnison County Clerk and Recorder

Gunnison County
COLORADO

APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO
Telephone: 970-641-0360 FAX: 970-641-8585

Application Fee- $150.00

APPLICANT: Richard L. & Connie K Murdie		
MAILING ADDRESS: PO 1041		
CITY: Gunnison	**STATE:** Colo	**ZIP:** 81230
PHONE (day): 970 641-3194	**(evening):** Same	
FAX:	**E-MAIL ADDRESS:** rmurdie@yahoo.com	

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado **(include full legal description):**
Lots 6 & 7 Antlerope Hills Mobile Home Subdivision
365 Mesa Loop Home Address
and any adjacent street or alley that is or may be vacated.
County of Gunnison,
State of Colorado.

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

09/05/12

RC-13-0001

SCANNED

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage:

GUNNISON SAVINGS & LOAN
303 N. MAIN
GUNN. CO 81230 641-2171
CONVENTIONAL HOME LOAN

4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration."

5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction.

6. **NOTARIZED SIGNATURES.** Provide a notarized signature and affirmation that the application complies with applicable covenants or deed restrictions, by an authorized representative for the association that administers the protective covenants, or by the beneficiary of the deed restriction, as applicable.

7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts.

8. **CONSENT BY UTILITIES.** As applicable, notarized letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist.

9. **SITE PLAN.** All the listed information MUST be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots.

- ☑ Exterior lot lines for all parcels described in #1, above
- ☑ All existing and proposed structures
- ☑ Locations of driveways and parking areas/spaces
- ☑ Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
- ☐ Distance of structures from property lines
- ☐ Easements (include width as well as locations)
- ☐ Irrigation and drainage ditches
- ☑ Boundary line(s) to be vacated between lots
- ☐ If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
- ☑ The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution*. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Date: 2/6/13 Richard L Mueller
Applicant

Date: 2/6/13 Connie K Mueller
Applicant

AUTHORIZATIONS

Date: 2-13-13
Gunnison County Attorney

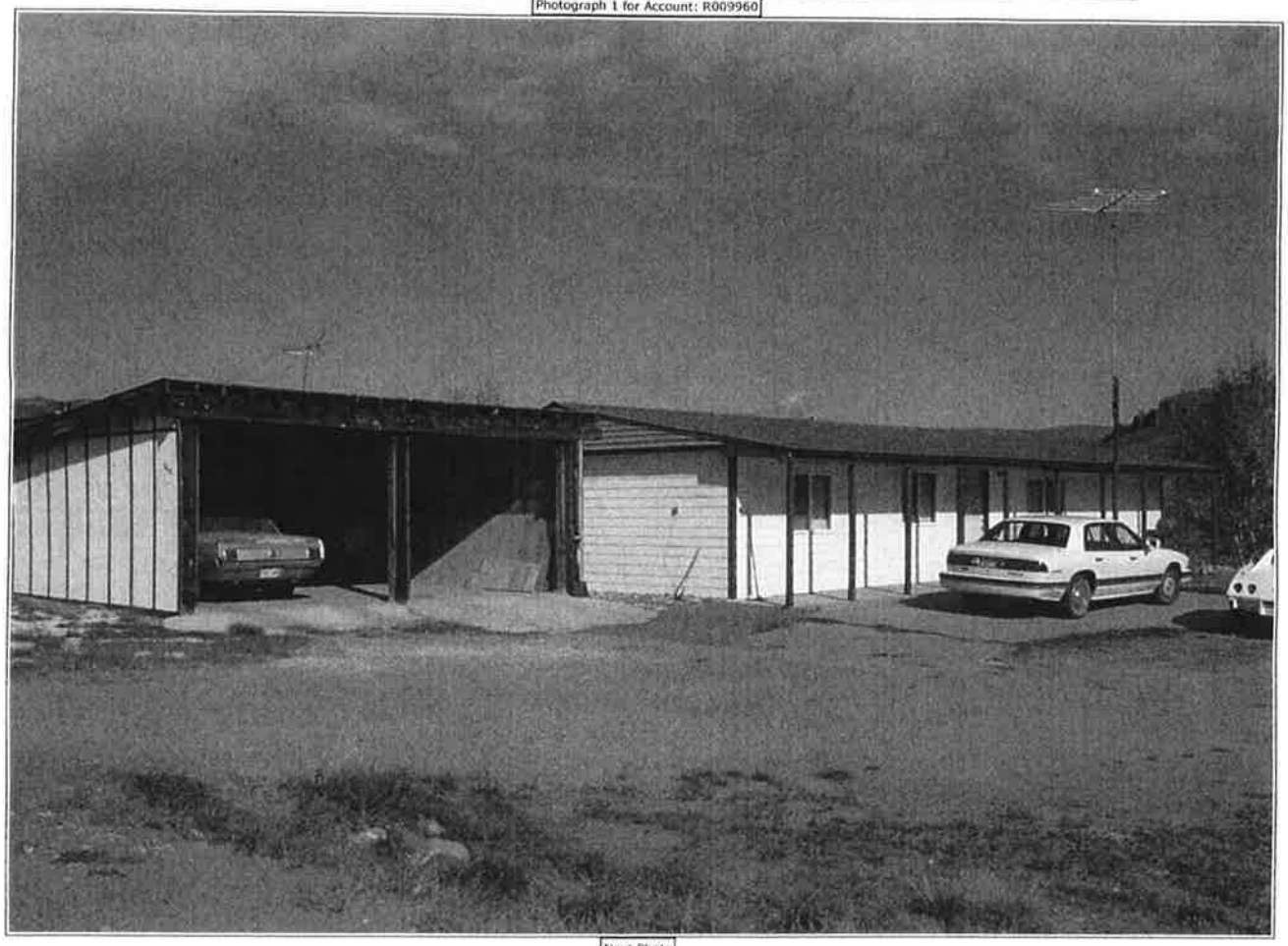
Date: 2-11-13
Gunnison County Community Development Director

DATE RECEIVED
(Community Development Dept): _____
BY: _____

09/05/12

Gunnison County
COLORADO

Photograph 1 for Account: R009960



Next Photo

Close Window

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"Owned By Those We Serve"

Phone: (970) 641-3520
Fax: (970) 641-5302
Toll Free: 1-800-726-3523
Web Site: www.gcea.coop

Gunnison County Electric Association, Inc.
37250 Hwy. 50 • P.O. Box 180
Gunnison, CO 81230

January 31, 2013

Rick Murdie
Gunnison County Colorado
Planning Department
221 N. Wisconsin St. Ste D
Gunnison, CO 81230

LOTS 6 & 7 ANTELOPE HILLS M.H. PARK SUBDIVISION

Dear Sirs:

Gunnison County Electric Association has no objections in vacating lot lines between lots 6 & 7 in the Antelope Hills Mobile Home Park subdivision in section 22, T50N, R1W, in Gunnison County, Colorado. We have no objection in the clustering of lots by owner Rick Murdie .

This letter shall in no way be construed to grant permission to vacate any other utility easements on the property, specifically including, but not limited to, the easement for the existing underground electric power lines that traverse the property. Also, please note that any buildings or structures on this property must be constructed so as to meet proper clearances from any existing overhead or underground electric power lines as specified with the National Electrical Safety Code.

We do want to keep the existing underground easement at the rear of lots 6 & 7.

Please call if you have questions regarding this matter.

Respectfully,

Chico Dominguez

Chico Dominguez
Engineering Tech II

cc:

State of Colorado
County of Gunnison

The foregoing instrument was acknowledged before me this 31st day of January 2013 by Chico Dominguez of Gunnison County Electric Association, Inc. on behalf of the corporation.

JOSIE CASEBOLT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124051371
MY COMMISSION EXPIRES SEPTEMBER 21, 2016

Notary signature: Josie Casebolt

My Commission expires: 9-21-16

CenturyLink

222 West 5th Street
Pueblo, CO 81003
TEL 719-584-6484
FAX 719-584-6462

February 5, 2013

Re: Lot Consolidation

Dear Mr.Murdie:

Please be advised that Qwest Corporation d/b/a CenturyLink QC, does not have an objection to the consolidation of Lots 6 and ~~6~~7 Antelope Hills Mobile Home Park Subdivision, Gunnison County, Colorado, nor the vacation of any public utility easements associated with the consolidation.

Please feel free to contact me with any concerns.

Yours truly,

Murk Mansell

Murk Mansell
Right of Way Manager
719-584-6484

STATE OF COLORADO
COUNTY OF PUEBLO

The foregoing instrument was acknowledged before me this 5 day of Feb, 2013 by Murk Mansell as Right of Way Manager for Qwest Corporation d/b/a CenturyLink QC.

(NOTARY SEAL)

Witness my hand and official seal:

Yvonne Luján-Seal
Notary Public

My commission expires: 4-12-2014

Assessor Quick Links

Gunnison Assessor Home

Find Property Records

Gunnison County COLORADO

Assessor Property Record Search

Owner and Parcel Information

Owner Name & Mailing Address

MURDIE RICHARD L ETAL
PO BOX 1041
GUNNISON, CO 81230-1041

Business Name: NA

Today's Date: February 11, 2013
Appraisal Year: 2012

Account Number:	R009960
Parcel Number:	3701-223-02-027
Account Type:	Residential
Economic Area:	Econ Area 1
Tax District:	601
Mill Levy:	44.988

Property Location:	365 MESA LOOP, ANTELOPE HILLS
Neighborhood:	ANTELOPE HILLS
Subdivision:	ANTELOPE HILLS MH PARK SUBD
Condo:	
Legal Description:	LOTS 6 & 7 ANTELOPE HILLS MOBILE HOME SUD B570 P534 B734 P639
Parcel Notes	TOTAL PARCEL = .38 ACRE (.19AC EACH)

Parcel Map Show Parcel Map

Building Photos Building Images

Building Sketches Building Sketches

Generate Neighboring Owner List by Distance

Search Sales By Subdivision

Current Year Assessment Information

Land Value	Building Value	Total Value	Assessed Value
$30,600	$95,390	$125,990	$10,030

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2012	$125,990	$10,030	44.797	$449.31
2011	$125,990	$10,030	44.988	$451.23
2010	$90,040	$7,170	41.575	$298.09
2006	$70,000	$5,570	44.434	$247.48

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land Information

Land Description	Land Type	Acres	Site Access	Electricity	Sewer	Water	Other Attributes
SINGLE FAM.RES.-LAND	Residential	0.410	YEAR ROUND	YES	CENTRAL	CENTRAL	LAND TYPE - SAGE

Sales Information

Sale Date	Sale Amount	Grantor	Grantee	Vacant or Improved (at time of sale)	Reception #	Deed Type

No sales associated with this parcel.

Building Information

Building Number 1:

Occupancy Type	EC 1 MANUFACT PURGED/ MSO	**Quality of Contruction**	Good	**Stories**	1	**Primary Heating System**	
Building Description	24 WIDE PERMANENT	**Exterior Condition**	Average	**Roof**	Composition Shingle	**Domestic Hot Water**	
Original Year Built	0	**Interior Condition**		**Exterior**		**Landscaping**	0
Effective Year Built	1981	**Bedrooms**	3	**Foundation**	24 Concrete		
Percent Complete	100%	**Bathrooms**	2	**Windows**			

Building Square Footage or Units:

Above-grade Living Area	1,152 sqft
Finished Basement	0 sqft
Unfinished Basement	0 sqft
Garage	0 sqft

The Gunnison County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: February 10, 2013

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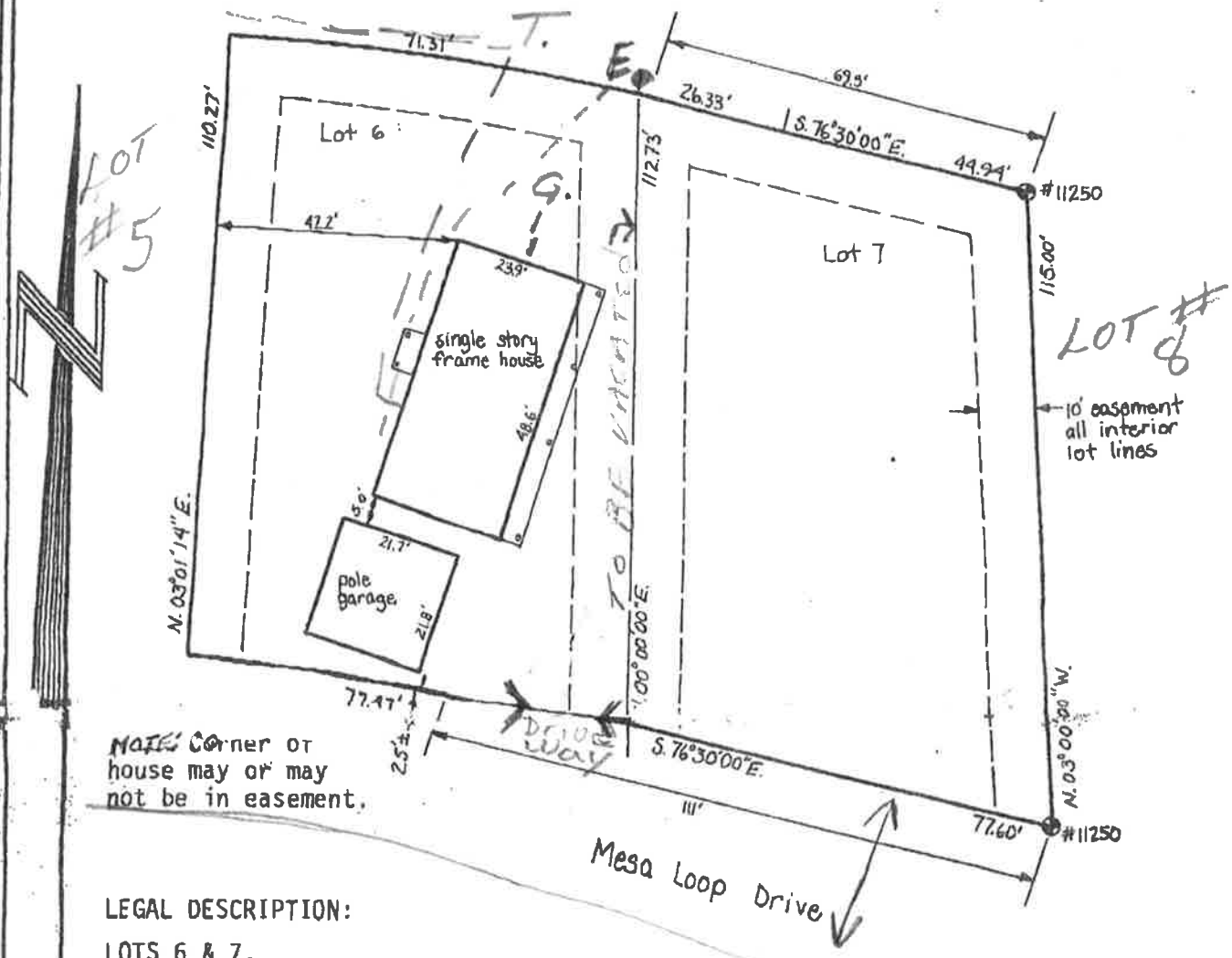
THIS IS NOT A BOUNDARY SURVEY!

BORROWER(S)	RICHARD L. & CONNIE K. MURDIE	January 22, 1996
LENDER	GUNNISON SAVINGS & LOAN ASSOCIATION	(Ln #01-805662-18)
TITLE INS.	GUNNISON COUNTY ABSTRACT	
Property address:	365 Mesa Loop Drive, Gunnison, CO 81230	
General location:	Antelope Hills, 4 miles NW of Gunnison	ANTELOPE HILLS
		FILE LOCATION: MOBILE HOME SUB.

- Pin with cap
- Other marker
- Significant fence corner

—T— Tel.line —E— Elec.line —G— Gas line —W— Waterline —CTV— Cable T.V. Irrigation ditch Pipeline Creek/River Drainageway

SCALE: 1" = 30'



NOTE: Corner of house may or may not be in easement.

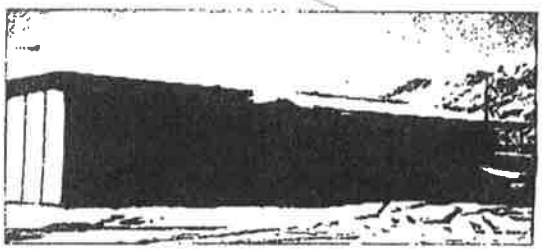
LEGAL DESCRIPTION:

LOTS 6 & 7,
ANTELOPE HILLS MOBILE HOME SUBDIVISION,

County of Gunnison,
State of Colorado.

FLOOD ZONE X (area determined to be outside of the 500 year flood plain)

080078 0615 B September 29, 1989



INVESTIGATION BY VALLEY SURVEY, INC., 3854 LAMBORN DRIVE
CRAWFORD AIRPORT, CRAWFORD, CO 81415 (303) 921-3017
FAX (303) 921-3015.

GUNNISON COUNTY

Property Tax Receipt

Receipt Number 993609

Transaction Number 83080324237110

Transaction Date 04/10/2012

Date Receipt Printed 02/19/2013

CURRENT TAX YEAR INFORMATION

Account Number R009960

Parcel Number 370122302027

Owner
MURDIE RICHARD L ETAL
PO BOX 1041
GUNNISON, CO 812301041

Property Address
365 MESA LOOP
ANTELOPE HILLS 81230

Legal LOTS 6 & 7 ANTELOPE HILLS MOBILE HOME SUD B570 P534 B734 P639

Actual Value $125,990.00

Assessed Value $10,030.00

Tax District 601

Mill Levy 44.797

TAXES PAID:	Tax Year:	Bill Item Type:	Amount:	Description:
	2011	AD VALOREM	$451.23	FULL YEAR
		Annual Total:	$451.23	
		Account Total:	**$451.23**	

PAID BY INFORMATION

CHECK	6563	MURDIE RICHARD L ETAL	$451.23
Over/Short			$0.00
Change			$0.00
Refund			$0.00

Transaction Total Received **$451.23**

Tax Receipt valid upon check(s) clearing your bank.

Assessor Quick Links

Gunnison Assessor Home

Find Property Records

Gunnison County COLORADO

Assessor Property Record Search

Owner and Parcel Information

Owner Name & Mailing Address		Today's Date:	February 19, 2013	Account Number:	R009960
MURDIE RICHARD L ETAL PO BOX 1041 GUNNISON, CO 81230-1041		Appraisal Year:	2012	Parcel Number:	3701-223-02-027
				Account Type:	Residential
Business Name:	NA			Economic Area:	Econ Area 1
				Tax District:	601
				Mill Levy:	44.988

Property Location:	365 MESA LOOP, ANTELOPE HILLS	Parcel Map	Show Parcel Map
Neighborhood:	ANTELOPE HILLS	Building Photos	Building Images
Subdivision:	ANTELOPE HILLS MH PARK SUBD	Building Sketches	Building Sketches
Condo:		Generate Neighboring Owner List by Distance	
Legal Description:	LOTS 6 & 7 ANTELOPE HILLS MOBILE HOME SUD B570 P534 B734 P639	Search Sales By Subdivision	
Parcel Notes	TOTAL PARCEL = .38 ACRE (.19AC EACH)		

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SINGLE FAM.RES.-LAND	Residential	0.410	YEAR ROUND	YES	CENTRAL	CENTRAL	LAND TYPE - SAGE

Sales Information

Sale Date	Sale Amount	Grantor	Grantee	Vacant or Improved (at time of sale)	Reception #	Deed Type

No sales associated with this parcel.

Building Information

Building Number 1:

Occupancy Type	EC 1 MANUFACT PURGED/ MSO	Quality of Contruction	Good	Stories	1	Primary Heating System	
Building Description	24 WIDE PERMANENT	Exterior Condition	Average	Roof	Composition Shingle	Domestic Hot Water	
Original Year Built	0	Interior Condition		Exterior		Landscaping	0
Effective Year Built	1981	Bedrooms	3	Foundation	24 Concrete		
Percent Complete	100%	Bathrooms	2	Windows			

Building Square Footage or Units:

Above-grade Living Area	1,152 sqft
Finished Basement	0 sqft
Unfinished Basement	0 sqft
Garage	0 sqft

The Gunnison County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: February 15, 2013

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BOOK 511 PAGE 389

Filed for record the 4th day of Jan. A.D. 78 at 3:40 P. Marian A. Smith RECORDER
Reception No. 323789 By Jeanne Pilone DEPUTY

DECLARATION OF PROTECTIVE COVENANTS

ANTELOPE HILLS

Antelope Hills Development, Inc., a Colorado corporation, the owner of Antelope Hills, Gunnison County, Colorado, hereby makes and declares the following covenants, limitations, conditions, restrictions and uses upon said real property under the terms and conditions hereafter set forth.

1. PURPOSES. This Declaration of Protective Covenants is made for the purpose of creating and keeping Antelope Hills desirable, attractive, beneficial and suitable in architectural design, materials and appearance; to guard against unnecessary intereference, fire and loss of the natural beauty of the real property; and to provide for the mutual benefit and protection of the owners of real property within the subdivision.

2. PROPERTY EFFECTED. These Protective Covenants shall apply to and be binding upon the following described real property situate in Gunnison County, Colorado:

Township Fifty (50) North, Range One (1) West, N.M.P.M.

Section 21:
E½NE¼
SE¼

Section 22:
W½NW¼
SW¼

Together with the subdivision plats pertaining thereto hereafter filed.

3. DEFINITIONS. For the purpose of the Declaration of Protective Covenants, certain words or phrases shall be defined as follows:

A. Declarant. Antelope Hills Development, Inc., a Colorado corporation, or such other person, corporation or entity designated by a recorded document as the successor Declarant.

B. Subdivision. Any subdivision created and platted within Antelope Hills, and including all the real property set forth in paragraph 2 above.

C. Lot. The individual numbered lots as set forth on any plat of a subdivision, or other units, tracts or portions of land or air space within the subdivision for which individual ownership is created.

D. Person. A person, corporation, partnership, association, fiduciary, or any other entity holding title to any lot.

E. Building. A structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.

F. Dwelling. A detached building designed for and used as a dwelling by one (1) family as an independent housekeeping unit.

G. Open Space. The real property, interest and ownership therein, which has not been subdivided into lots or tracts for individual ownership as set forth on any recorded subdivision plat of Antelope Hills, or which has not been separately designated as a mobile home park area, single family residential area, business utility and recreation area or agricultural area.

H. Accessory Building. A detached subordinate building, the use of which is incidental to that of the main building on the same lot.

I. Association. Antelope Hills Association, a Colorado nonprofit corporation, or any other association formed and deisgnated by the Declarant as the association to administer, enforce, control and maintain all of the provisions of this Declaration of Protective Covenants.

J. Mobile Home. A dwelling designed to be transported on its own chassis after fabrication, which exceeds eight (8) feet in body width and thirty-two (32) feet in body length, and which is suitable for year-round human habitation when required, and plumbing, heating and electrical facilities are connected. A mobile home which complies with all other requirements of this Declaration of Protective Covenants shall be considered a "dwelling" under the terms of these Covenants.

K. Modular Home. A dwelling designed to be transported after fabrication and located as a permanent addition to and becoming a part of the real property upon whcih it is situate. Such a dwelling must meet the minimum construction requirements of the Uniform Building Code and be placed upon a permanent foundation.

A modular home which complies with all other requirements of this Declaration of Protective Covenants shall be considered a "dwelling" under the terms of these Covenants.

4. LOT USE. All lots within Antelope Hills, a planned unit development, shall be classified and divided into the following uses under the terms and conditions hereafter set forth:

A. Single Family Residential Lot: To be used exclusively for a single family dwelling with not to exceed one accessory building. No such lot may be divided or re-subdivided into a smaller lot or portion of a lot; provided, however, that adjoining lot owners may sell or purchase adjoining property to accomplish a relocation of a boundary line between the adjoining lots so long as such conveyance shall not decrease the size of any single lot to less than 1.5 acres.

B. Mobile Home Lot: To be used exclusively for a mobile home. No such lot may be divided or re-subdivided into a smaller lot or portion of a lot.

C. Business, Utility and Recreation Lots: To be used exclusively for business, utility and recreation purposes as permitted under the zoning classification granted to said lots.

5. ARCHITECTURAL CONTROL.

A. No building, structure, fence or other improvement shall be constructed, erected or maintained within the subdivision, nor shall any addition, alteration or structural change be made to an existing building or structure except in conformity with the following terms and conditions.

B. Prior to such construction or erection, the plans of the proposed building or other improvement shall be submitted to the Architectural Control Committee for approval. The request for approval by the architectural control committee shall have attached to such request the following documents:

1. A plot plan showing the location of any building or improvement.

2. The plans and specifications for any building or dwelling shall be in sufficient detail to fully and completely show all building detail, floor plans, type of construction and engineering and structural design.

3. Samples of the principle exterior materials and color schemes to be used.

C. The Arthitectural Control Committee shall consider the suitability of the proposed building, the harmony thereof with the environment, the effect of such building on the utilization and view of the lot upon which the same will be built and the surrounding land and the placement of the building with respect to topography, ground elevations and existing natural and terrain features.

D. The Architectural Control Committee shall within thirty (30) days of receipt of a request for approval, with all accompanying data, hold a hearing which shall be open to the public thereon and shall, in writing, approve or disapprove the construction of the proposed building or structure or any additions or alterations to an existing building or structure. In the event that the Architectural Control Committee fails to take action within thirty (30) days of the hearing, the application shall be deemed to have been approved.

E. The Architectural Control Committee shall consist of three (3) members, together with two (2) alternate members who shall take the place of any regular member who is unable to attend any hearing.

F. Three members of the Architectural Control Committee shall constitute a quorum and all action taken by the committee shall be by a majority vote of the members present.

G. The decision of the Architectural Control Committee shall be final, subject only to the right of the judicial review as provided by the laws of the State of Colorado by any aggreived person owning a lot within the subdivision; provided, however that the Architectural Control Committee shall indicate to the applicant in the event of disapproval or rejection, the reasons why the application was rejected and afford the applicant an opportunity to resubmit, with revisions and corrections that will bring the submission into conformity with this Declaration of Protective Covenants.

H. The Architectural Control Committee shall make such rules and regulations and adopt such bylaws and procedures as are appropriate to govern its proceedings and written minutes of all meetings shall be maintained by the committee.

I. The Architectural Control Committee may charge any applicant a reasonable fee to cover any actual expense incurred by the Architectural Control Committee in reviewing any application submitted to it.

J. Each member of the Architectural Control Committee, and the alternates, shall serve a term of three years and may serve successive terms. The initial members and alternates of the Architectural Control Committee shall be appointed by the Declarant. The Declarant shall continue to appoint the members of the Architectural Control Committee until such time as the association is formed, at which time the association shall thereafter appoint the members.

K. The failure to attend three (3) successive meetings of the Architectural Control Committee shall automatically terminate such member's term on the committee. No member of the committee shall be entitled to compensation for his services.

6. BUILDING LOCATION AND CONSTRUCTION.

A. The construction of any building shall be in accordance with the uniform building code then in effect. The quality of workmanship and materials in any building shall be equal to or exceed comparable buildings of the same type in the same general area.

B. No building or dwelling on any single family residential lot shall be located on any lot nearer than twenty-five (25) feet to the street lot line or nearer to any side lot line or rear lot line as set forth in the zoning regulations of Gunnison County, Colorado, then in effect.

C. Service or utility areas or yards and garbage cans and trash storage areas should be screened from view on all sides.

D. Such further standard, rules and regulations as may be adopted by the Architectural Control Committee for the construction and erection of buildings and structures to insure that all building and construction is in conformity with the goals and concepts of Antelope Hills.

E. Any mobile home shall have skirting of fiberglass, aluminum or other substance approved by the Architectural Control Committee.

F. All modular homes shall be placed upon a permanent foundation of poured concrete or other suitable building material as approved by the Architectural Control Committee.

G. All dwellings shall have a minimum floor area for living purposes of seven hundred and twenty (720) square feet or more. Floor area shall mean the area enclosed within the interior faces of the walls of the dwelling and excluding porches, garages, basements, attics, patios and accessory buildings.

H. The Architectural Control Committee, upon application, hearing and written approval, may grant a variance of the height restrictions above set forth upon a determination that such restriction would work an undue hardship upon the owner of a lot and that such variance would not impair, hinder or detract from the sightline of any adjoining property.

7. TEMPORARY BUILDINGS. No temporary buildings of any nature shall be allowed within the subdivision. During construction of any building or structure within the subdivision, the contractor thereof may maintain temporary buildings for office and storage purposes during the period of construction only.

8. ANIMALS.

A. No animals of any nature shall be permitted or maintained on any subdivision lot, subject to the provision that the owner may keep and maintain not to exceed two domesticated household pets for the personal use and enjoyment of the residents of that dwelling.

B. No dog shall be allowed to run at large, any dog shall either be kept within an enclosed or fenced area or controlled by leash.

C. Any dog chasing, running after, tormenting or assaulting any game animal or other livestock shall not be permitted within Antelope Hills or any adjoining property and such dog may be immediately removed from Antelope Hills. Further, any such dog may be captured or destroyed by any person observing such dog violating the provisions of this paragraph or by any law officer or officer charged with upholding the game laws of the State of Colorado.

D. The owner of any domesticated household pet shall at all times be personally responsible for any actions of such pet, any damage caused by such pet and if any domestic animal is noisy, unruly or creates a disturbance within Antelope Hills it shall promptly be removed by the owner thereof.

E. On any residential lot containing more than two (2) acres, the owner thereof may keep and maintain not to exceed two (2) horses for his personal use and enjoyment and either two (2) lambs or two (2) calves if the same are owned by a person who is a member of a 4-H Club or FFA Club and keeping such animals for a 4-H or FFA project. If such animals are kept and maintained on such lots, such lots shall at all times be kept and maintained in a neat and sanitary condition and in full compliance with all applicable health rules and regulations.

The restrictions herein set forth shall not apply to any area that is designated as an agricultural area.

Horses for the personal use and enjoyment of the residents of Antelope Hills may be kept and maintained in any open space or equestrian center under such rules and regulations as may be established by the developer or the association upon its formation.

9. NUISANCES. No obnoxious or offensive activity shall be maintained or allowed within Antelope Hills, nor shall any oil or any mineral development, exploration, drilling or activity of any nature or description be allowed within Antelope Hills. No trash, debris or refuse of any nature shall be deposited, kept or maintained within Antelope Hills, nor shall the same be burned out of doors within Antelope Hills except in an incinerator or container approved by the developer or the association upon its formation. Provided, however, that the developer or the association upon its formation, may maintain a centralized collection area or areas for the deposit and collection of garbage, trash, refuse or other waste under appropriate rules and regulations of the association.

10. SIGNS.

A. Residential Lots. No signs or advertising structures or devices of any nature shall be erected, constructed or maintained on any such lot; provided, however, that the Architectural Control Committee may approve and allow an individual identification sign for the owner of a residence on such lot.

B. All Other Lots. On all other lots within Antelope Hills, no signs or advertising structures or devices of any nature shall be erected, constructed or maintained except identification signs, identifying the name of the building or structure and the use, business or activities conducted on such lot. Any such sign shall be in keeping with and harmonious with the building or structure upon which it is located, of no greater size than is required to identify such building or use and any such sign shall be erected only upon the prior written approval of the Architectural Control Committee.

11. EASEMENTS.

A. All easements as set forth on any subdivision plat are reserved to the Declarant or its assigns for the installation and maintenance of any and all utilities. No building, structure, fence, barriers trees or obstructions of any nature shall be placed or permitted on said easements which may damage or interfere with the installation, maintenance and repair of any utilities constructed or placed thereon.

B. All pedestrian easements or rights of way set forth on any subdivision plat shall be owned in common by the owners of all lots within Antelope Hills to be used as a common private right of way for hiking, pedestrian, skiing, horseback riding use and subject to the specific exception that no motorized vehicle or self propelled vehicle of any nature or description shall be allowed thereon.

12. FENCES. No fences, walls or barriers shall be constructed, erected or maintained on any subdivision lot without the prior approval of the Architectural Control Committee.

13. WATER AND SANITATION. All buildings and dwellings erected, constructed or placed on any subdivision lot shall be connected to and served by the community water and sewer facilities provided by the developer. The connection and use of such facilities shall be in accordance with the rules and regulations pertaining thereto established by the developer.

14. REPAIRS. All buildings and structures shall at all times be kept in good and proper repair and in an attractive appearance by the owner therof. In the event that any owner fails, neglects or refuses to comply with the provisions of

this paragraph, the association is empowered to enforce this paragraph and to enter upon the property to do such repairs as may be necessary and to enforce the collection of any sums paid for repairs in the manner of enforcing the collection of assessments as set forth in paragraph 16 herein.

15. CONTINUITY OF CONSTRUCTION. All buildings and structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within one (1) year after the date of commencement of construction, unless an extension of time is granted by the Architectural Control Committee for good and sufficient cause. Cultivated lawns shall be kept to a minimum and shall not be larger and shall be confined to the area immediately surrounding any building or dwelling.

16. ANTELOPE HILLS ASSOCIATION.

A. The developer reserves the right to form a Colorado non-profit corporation to be known as Antelope Hills Association to administer and manager any subdivision within Antelope Hills and this Declaration of Protective Covenants.

B. Upon the formation of such corporation, the administration and management of any subdivision and of this Declaration of Protective Covenants shall be governed by the Articles of Incorporation and Bylaws of Antelope Hills Association, a Colorado non-profit corporation, its successor or designee.

C. The owner of any lot upon becoming such owner, shall be entitled to and shall be required to be a member of Antelope Hills Association and shall remain a member of the period of his ownership.

D. There shall be one (1) membership in Antelope Hills Association for each lot. That membership shall be appurtenant to such lot automatically by a conveyance of that lot to the new owner.

E. The Antelope Hills Association in the furtherance of this Declaration of Protective Covenants and in addition to any other rights, duties and obligations imposed by law, is granted the following rights, duties and obligations for the benefit of the owners within any subdivision of Antelope Hills:

1. To accept title to, own, control and maintain any open space within the subdivision conveyed by the developer for the use, benefit and enjoyment of the owners of subdivision lots.

2. To impose, charge and collect reasonable assessments upon each lot for the construction, maintenance, repair and operation of all facilities, utilities, easements, roads, buildings, structures and open space owned or operated by the association.

3. To impose, charge and collect membership fees and dues as against each member for the purpose of maintaining and operating all facilities provided for the use and enjoyment of the members of the association, their family and guests.

4. To hire and employ a manager to carry out the purposes of the association.

5. To enter upon any lot for the purpose of maintaining and repairing any building or structure located thereon under the terms and conditions of this Declaration of Protective Covenants.

6. To commence and maintain any causes of actions, to enforce the terms and conditions of this Declaration of Protective Covenants, its Articles of Incorporation, Bylaws and rules and regulations.

7. To grant and convey easements and rights of way for utilities over and across any of the lands owned by the association under such terms and conditions as it may determine to be just and proper.

8. To adopt reasonable rules and regulations for the use and enjoyment of the open space, all recreational facilities and amenities, the use of all roads, the collection and disposal or refuse.

F. The Declarant for each lot owned by it and each owner of a lot, by the acceptance of a deed therefore, shall be deemed to covenant and agree and shall be obligated to pay to the association all assessments made by the association for the purposes provided in this Declaration.

G. The assessments and expenses of the association shall be apportioned, levied and assessed against the owners and members of the association in the manner specified by the board of directors of the association.

H. The annual assessments as above set forth shall be based upon the advanced estimate of the cash requirements of the association to provide for the payment of all expenses growing out of or connected with the maintenance and operation of the services and duties provided by the association, which sums may include, among other things, expenses of management, taxes, landscaping and care of grounds, common lighting and heating, repairs and renovations, legal and accounting fees, management fees, insurance, expenses and liabilities incurred by the association by this Declaration of Protective Covenants or its Articles of Incorporation and its Bylaws, the creation of a reasonable contingency or other reserve or surplus fund, and any other expenses and liabilities which may be incurred by the association for the benefit of the owners.

I. The easements of the association shall be computed and determined on a fiscal year basis.

J. Assessments shall be payable monthly, in advance, on or before the 10th day of each month, by the owners.

K. The association shall give written notice to all owners of the annual assessments and shall further prepare and deliver to each owner itemized monthly statements as to the monthly assessment.

L. The association may provide that any assessment shall bear interest at the rate of one percent (1%) per month if not paid on the due date thereof.

M. All sums assessed to any owner and not paid within thirty (30) days from the date of the assessment, together with interest thereon as herein provided, shall constitute a lien on such lot in favor of the association. Such lien shall be superior to all other liens and encumbrances on such lot except only:

1. Tax and assessment liens on the lot by any governmental entity.

2. All sums unpaid on any mortgage or indebtedness of record.

N. To evidence such lien, the association, by its board of directors or manager may prepare a written notice of lien setting forth the amount of the assessment, the amount remaining unpaid, the name of the owner of the lot and the description thereof. Such notice shall be signed by the association and shall be recorded in the records of Gunnison County, Colorado. Such liens

shall attach from the date of the failure of the payment of the assessment. Such lien may be enforced by foreclosure of a mortgage. In such foreclosure, the owner shall be required to pay the costs and expenses for such proceedings, the cost and expenses for filing the notice of claim of lien and all reasonable attorneys' fees. The owner shall also be required to pay to the association the monthly assessments for the lot during the period of foreclosure, and the association shall be entitled to collect the same. The association shall have the power to bid in the lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

O. The amount of the assessments against each lot shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for such unpaid debts shall be maintainable by the association without foreclosing or waiving the lien securing the same. No owner may exempt himself from the liability for his contribution toward said assessments by waiver of the use or enjoyment of his rights created by this Declaration of Protective Covenants or by virtue of his being a member of the association.

P. The developer specifically reserves unto itself, its successors and assigns, the right to elect and/or appoint a majority of the members of the board of directors of the association until seventy-five percent (75%) of the total subdivided lots authorized by the planned unit development of Antelope Hills have been duly platted and sold and conveyed by the Declarant to individual purchasers thereof. The Articles of Incorporation and Bylaws of the association shall contain appropriate provisions to this effect.

17. EFFECT AND DURATION OF COVENANTS. The conditions, restrictions, stipulations, agreements and covenants herein contained shall be for the benefit of and binding upon each lot in the subdivision and each owner thereof, his successors and assigns, and shall continue in full force and effect for twenty (20) years after the date of recording of this instrument in Gunnison County, Colorado, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each, unless amended in the manner hereafter provided.

18. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the owners of seventy-

five percent (75%) of the lots within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

Provided further that until such time as more than seventy-five percent (75%) of the duly platted lots within the subdivision have been conveyed by a duly recorded instrument of conveyance by the Declarant to third person purchasers, any instrument waiving, abandoning, terminating or amending this Declaration of Protective Covenants shall be approved and consented to by the Board of County Commissioners of Gunnison County, Colorado.

19. ENFORCEMENT. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any owner of a lot in the subdivision or the association, or Gunnison County, Colorado, to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees for such violation.

20. SEVERABILITY. The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.

EXECUTED this 4th day of January, 1978.

ANTELOPE HILLS DEVELOPMENT, INC.
a Colorado corporation

ATTEST:

Ruth L. McDonough
Secretary

By Donald Sammons
President

STATE OF COLORADO)
) ss
County of Gunnison)

The above and foregoing Declaration of Protective Covenants of Antelope Hills was acknowledged before me this 4th day of January, 1978, by Donald Sammons as president and Ruth L. McDonough as secretary of Antelope Hills Development, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: June 3rd, 1981

Mary Theresa Schmidt
Notary Public