

2

AMENDED AND RESTATED
RESTRICTIVE COVENANTS
FOR
INDIAN VILLAGE SUBDIVISION

1. We, the property owners of Indian Village Subdivision, hereby amend and restate the Restrictive Covenants as placed of record March 27, 1978, in Book 1142, at Page 318, Reception No. 1156068 of the Clerk and Recorder's Office, Mesa County, Colorado.
2. LEGAL DESCRIPTION: SE¼ of Section 6, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado.
3. All of the lots in Indian Village Subdivision, excluding the proposed PUD area, shall be known and described as "residential building lots." No building shall be erected, altered, placed or permitted to remain on any lot other than one or two family dwellings not to exceed two stories in height and a private garage for not more than two cars in case of a single-family dwelling and a four-car garage in the case of a two-family dwelling.
4. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The committee shall consist of the officers of the Homeowners' Association. The majority of this committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its power and duties. The committee, by majority, shall approve or disapprove such plans in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
5. Political campaign signs shall be permitted to be displayed on lots only to the extent provided by policies, procedures, rules or regulations promulgated by the Board of Directors of the Association provided that such policies, procedures, rules or regulations shall be construed to be consistent with applicable local ordinance or other governing law. No sign of any other kind, type, or nature shall be displayed to the public view on any lot or common element except one sign of not more than five (5) square feet advertising the lot for sale or rent, or signs used and erected by a building to advertise during the period when construction and sales of any dwelling occur. Signs on the common elements are governed by the Association.
6. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, which may be kept provided they are not kept, bred or maintained for commercial purposes.
8. It being the intention of the covenants to assure that all dwellings shall be of a quality or workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, none shall be construction other than brick, brick veneer, stone, manufactured stone, or lumber. Any out-buildings erected shall have exterior walls in conformity with materials used in the exterior walls of the main structure. The ground floor area of the main structure, exclusive of the one-story, open porches or garage, shall not be less

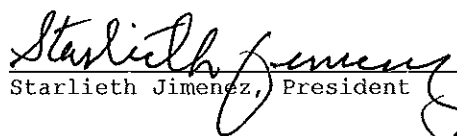
than 900 square feet nor less than 700 square feet for a dwelling of more than one story. Cinder or cement blocks may not be used for exterior walls.

9. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback lines. For purposes of this covenant, eaves, steps and open porches shall be not considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot. In any event, no fence shall be located on any lot nearer to the front lot line than the building itself.
10. No dwelling shall be erected or placed on any lot having a width of less than 55 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5500 square feet. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and on the rear 10 feet of each lot.
11. No structure of a temporary nature, trailer, basement, tent, shack, garage or other building shall be used on any lot at any time as a residence either temporary or permanent. No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition and be kept behind a fence or out of sight from the street. All other items including furniture, appliances, and all large household items must be stored behind fences and out of sight from the street.
12. No fence shall be erected that has a height in excess of 73" from grade level to the top of the fence.
13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement, except along Patterson Road on which will be constructed a 6 foot masonry fence to serve as a sound barrier. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which may remain in full force and effect.

ATTEST:

Indian Village Irrigation Company and
Homeowners' Association, Inc., a
Colorado nonprofit corporation


Pamela R. Johnson, Secretary

BY: 
Starlieth Jimenez, President