

SEVENTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AMERICAN VILLAGE SUBDIVISION THREE

THAT CERTAIN DOCUMENT known as the Declaration of Covenants, Conditions and Restrictions for American Village Subdivision Three dated December 20, 2004 and recorded December 20, 2004 at Reception No. 730357, Montrose County Records and First Amendment recorded on May 20, 2005 at Reception No. 736772 and Second Amendment recorded on September 1, 2006 at Reception No. 760320 and Third Amendment recorded on November 28, 2006 at Reception No. 764552 and Fourth Amendment recorded on August 26, 2009 at Reception No. 805868, Montrose County Records and Fifth Amendment recorded on September 8, 2014 at Reception No. 858709, Montrose County Records and Sixth Amendment recorded on October 21, 2016 at Reception No. 879832 is hereby amended as follows:

This document supersedes the previously recorded document, RECEPTION # 923523

Article V, Section 22 of the CCRs is AMENDED as follows:

Section 22: Abandoned Vehicles and Parking. No abandoned or inoperative vehicles shall be permitted on any Owner's Lot. A vehicle shall be considered abandoned if it is not titled, licensed or registered. A vehicle shall be considered inoperative if it does not run or has not been moved in a thirty (30) day period. In such instances, the Association shall deliver written notice describing such vehicle to the owner of the vehicle (if such owner can be reasonably ascertained). If the vehicle is not removed within five (5) business days after delivery or placing of such notice, then the Association may have the vehicle towed away, upon notification to law enforcement, at the vehicle owner's expense.

Vehicles such as recreational vehicles, motor homes, boats, horse trailers, snowmobiles, etc., may be kept on the Owner's Lot providing that they are generally screened from view of the street or neighbor's property, i.e.: behind fences, shrubbery or trees.

Parking of non-emergency vehicles on the platted streets and roads of the subdivision shall be for guests and not Lot Owners. Upon the express written authorization from the Association's Board of Directors, the temporary parking upon the platted streets and roads of the subdivision shall be allowed for a period not to exceed three (3) days.

Home Size. Each one-story residential structure on any Lot shall contain a minimum of One Thousand Eight Hundred (1,800) square feet of livable space, excluding garages, basements, porches, patios and decks. Each two-story residential structure on any Lot shall contain a minimum of Five Hundred (500) square feet of livable space on the second level, excluding garages, basements, porches, patios and decks, and a minimum total square footage of Two Thousand Three Hundred (2,300) square feet.

Article V, Section 9 of the CCRs is AMENDED as follows:

Section 9: Setbacks. No permanent structure of any kind, except fences, shall be placed within thirty feet (30') of boundary lines adjacent to subdivision roadways, and within ten feet (10') of side and ten feet (10') of back boundary lines, except lots R-1, R-9, R-10, S-1, S-11, T-10, T-11, U-1, U-13, U-14, U-15, V-1, V-9 and V-10.

Article V, Section 10 of the CCRs is AMENDED as follows:

Section 8: Completion Time for Construction. The Certificate of Occupancy must be acquired for any new build within a maximum period of one (1) year after commencement of excavation on the Lot, excepting, however, for any delays caused by reason of inclement weather, labor strikes, acts of God, or other causes beyond the control of the builder.

Article V, Section 20 of the CCRs is AMENDED as follows:

Section 20: Fences. Fences shall be at the option of the Owner of each Lot, except for the Hill Street boundary fence which may be installed by the Declarant or its nominee; provided, however, that no fence shall be taller than six feet (6') as measured from the ground. Any fence erected on any Lot must first be approved by the Architectural Review Board (the "ARB"). Fences shall be constructed of new and appropriate materials. All wire fencing shall be kept tightly stretched, and all steel and wooden posts for any type of fence shall be vertical and straight and perpendicular to the ground and shall not be allowed to lean. All fences shall have the smooth side (the finished side) facing to the outside and not to the inside.

The Association may install a common fence along each of those Lots that border Hill Street. The fence will be constructed within a five foot (5') wide fence easement, which easement each of the subject Lot Owners hereby grants to wit: Lots R-1, R-9, R-10, S-1, S-11, T-10, T-11, U-1, U-13, U-14, U-15, V-1, V-9 and V-10. The common fence will extend forty feet (40') around each corner along the frontage of each intersecting street. Solid, parallel, privacy fences not closer than ten feet (10') to the common fence may be allowed on the above-named Lots subject to the review and approval of the ARB. Maintenance and/or repair of this Hill Street bordering fence shall be the obligation and responsibility of the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7 day of August, 2020.

DECLARANT:
American Village Subdivision Three
Home Owners Association (HOA)

By William L. Lavenhagen
William Lavenhagen, President
American Village Three HOA

State of Colorado)
) ss
County of Montrose)

The foregoing instrument was acknowledged before me this 7th day of August, 2020, by William Lavenhagen, President of American Village Subdivision Three Home Owners Association.

Witness my hand and official seal.

My commission expires: 5/1/2023

Crystal Hudnall
Notary Public

