

PROTECTIVE COVENANTS

For Glen Vista Filing Nos. 9 through 16

GENERAL PURPOSES OF CONDITIONS

The real property described in Article I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to provide adequately for the improvement of said property. The property hereinbefore described is made specifically subject to the following:

A. **LAND USE AND BUILDING TYPE.** No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than for residential or recreational purposes, for a private garage, guest house, barn and other out-buildings incidental to residential use on the premises. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out-building (other than a guest house erected on a building site covered by these covenants) shall at any time be used for private habitation temporarily or permanently, except for a period of not to exceed two months. No lot shall be used for any commercial or business purposes whatsoever. The foregoing covenants shall not apply to Declarant's or its agent's real estate sales office and the activities conducted in connection therewith.

B. **LOT SET-BACKS.** No building shall be located on any building site less than 50 feet from the front lot line for all sites covered by these covenants, nor less than 50 feet from any side or rear lot line.

C. **MINIMUM FLOOR AREA AND BUILDING HEIGHTS.** No dwelling shall be erected, altered or placed on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements, as defined in the Fremont County Building Code. The minimum floor area for a guest house shall be 300 square feet. The maximum height of any building shall be 2 \sim /2 stories.

D. **MINIMUM BUILDING SITE AREA.** No building site shall contain more than one residential structure and one guest house (plus appurtenant non-residential structures referred to in Section A above), and each building site shall have a minimum ground area of 1.5 acres.

E. **PRESERVATION OF NATURAL TIMBER.** Live trees shall not be removed or damaged, except as required for on-site construction or as may be recommended by a forester for the purpose of improving stand conditions, insect and disease control, or fuel modification in connection with fire prevention.

F. **SEWAGE DISPOSAL.** If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use a sanitary disposal system of design and installation approved by Fremont County and the Colorado Department of Public Health.

G. **EASEMENTS.** Easements and rights of way as described on the recorded plat of subdivision are reserved for poles, wires, pipes, and conduits for electricity, gas, telephone, sewer, drainage water, snow removal, fire-wells and cisterns, erosion control dams, reservoirs, water wells and associated facilities or any other utility purposes, together with the right of ingress and egress for further construction, maintenance and repair thereof along the side and rear lot lines of each lot contained in the said plat, and as otherwise shown and described therein. No dwelling improvement, material, equipment or refuse shall be placed on any part of said property within the area of the easements reserved.

H. **NUISANCES.** No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

I. **LIVESTOCK AND POULTRY.** No animal, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purpose.

J. **GARBAGE AND REFUSE DISPOSAL.** No part of the property above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste. At all times the property shall be maintained in a sanitary condition. Reasonable precautions shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the premises (except for cooking) unless in an approved incinerator with ash control and then only between the hours of 9:00 A.M. and 11:00 A.M. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than 30 days in any calendar year. Any such vehicle which does not display current and valid license plates, and safety inspection sticker where required by state law, shall be deemed to be in a "non-operating condition".

K. **SIGNS.** No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two

square feet designating the owner of any building site, or signs used by Declarant or its agents to advertise the property.

L. DISCHARGE OF FIREARMS. No firearms, fireworks, explosives, air rifles, BB guns, or similar devices, shall be discharged on any part of the property.

M. MINING OPERATIONS. No oil, gas, coal, sand, gravel, or other mineral development, drilling, refining, quarrying, mining, crushing, manufacturing, or processing operations of any kind shall be permitted upon or in any portion of the property, except as may be required in connection with the construction, repair and maintenance of roads in the subdivision or the adjacent Glen-Vista area; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be **permitted**. The foregoing shall not be construed to prevent the drilling of water wells to serve the premises for domestic purposes.

N. WATER USE. Each residential site shall contain no more than one water well, which shall be used solely for household purposes in a single-family dwelling, not including irrigation from said well for lawns, gardens, or any other purposes. No hand-dug wells shall be allowed for any purpose or use. No well shall be drilled on any site until a permit therefore has been first obtained from the State of Colorado or other regulatory authority, which permit may require (1) that the location of the well be fixed by a surveyed description prepared by a licensed Colorado land surveyor, and (2) that prior to use thereof each well shall be fitted with an approved meter capable of registering the flow of water therefrom. The drilling or use of any well in this subdivision in a manner contrary to the provisions of this covenant or contrary to the conditions set forth in any well permit issued by proper authority shall constitute a violation of these protective covenants. Declarant hereby assigns to the State of Colorado, acting by and through its duly appointed officials, the right to enforce the covenants contained in this Section N as fully as Declarant itself could do.

O. FIRE PREVENTION. In order to minimize the danger of damage to and destruction of natural foliage, buildings and other improvements from fire, lot owners shall provide such hand tools as may be available and shall furnish water from private wells as available whenever required for the prevention or suppression of fire. All chimneys shall have protective wire screens inside near or at the top adequate to prevent burning particles from escaping.

P. VIOLATION OF COVENANTS. Violation of any of the covenants or restrictions herein contained shall give to Declarant, its agents or assigns, the right to enter upon the property as to which such violation exists, and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant, its agents or assigns, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Q. TERM OF COVENANTS. Except for the provisions of Section N (Water Use), set forth above, each of the covenants, restrictions, and reservations set forth herein shall continue to be binding for a period of ten years from the date of filing hereof in the Office of the Clerk and Recorder of Fremont County, Colorado, and shall automatically continue thereafter for successive periods of ten years each; provided, however, that the owners of seventy-five per cent of the lots which are subject to these covenants may release all or part of the lands so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same in the Office of the County Clerk and Recorder of Fremont County, Colorado, at least one year prior to the expiration of any successive ten-year period thereafter. The above provisions of Section N (Water Use) shall continue and not be released or modified or deemed released or modified until, in addition to the foregoing prerequisites for release or modification, a decree is obtained authorizing such release or modification from the Water Court or other court with jurisdiction over the premises and water rights dedicated thereto in Case No. W-3967, Water Division No. 2, by Conditional Decree entered January 23, 1974, and recorded February 1, 1974, in Book 260 at Page 439 of the records of Fremont County, Colorado.

R. SEVERABILITY. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

S. LIMITATION OF LIABILITY. The liability hereunder of Declarant shall be limited to the value of the property owned by it in this subdivision at the time of such violation.

T. COUNTY REGULATIONS. To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

U. ENFORCEMENT. Enforcement by Declarant, its successors or assigns, or by any lot owner or owners shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants set forth herein.