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Book 524 Page 405

Thelma H. Miller, Recorder
Mayna Morrison, Deputy \$6.00

382827

PROTECTIVE COVENANTS
OF
GLEN-VISTA FILING NO. 1
FREMONT COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS, THAT Glen-Vista, Inc., a Colorado corporation (hereinafter called "Declarant"), being the owner of all of the real property described below, known as Glen-Vista Filing No. 1, does hereby make and establish the following protective covenants applicable to said property, to run with the land as hereinafter set forth, herewith rescinding, vacating and removing those Protective Covenants heretofore filed on June 11, 1970, in Book 524 at Page 300 of the records of the County of Fremont, State of Colorado.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION
OF PROTECTIVE COVENANTS
BY GLEN-VISTA, INC. (Declarant)

The real property which is, and shall be conveyed, transformed, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements, as set forth in the various clauses and covenants of this declaration, is located in the County of Fremont, State of Colorado, and is more particularly described as follows:

All blocks, lots, streets, drives, roads and easements platted as Glen-Vista Filing No. 1, as recorded June 4, 1970, in the Office of the Clerk and Recorder of Fremont County, Colorado, Reception No. 382135.

ARTICLE II

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 thereon; 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 homesite other than for residential or recreational purposes, for a private garage, guest house, servants' quarters, barn and other out-buildings incidental to residential use of 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 2 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 main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which,

exclusive of basements, porches, and garages, is less than 750 square feet. The minimum floor area for a guest house shall be 300 square feet. The maximum height of any building shall be 2-1/2 stories.

D. Minimum Lot Area. No more than one residential structure and one guest house shall be erected or placed on any one lot as designated on the official plat.

E. Preservation of Natural Timber. Live trees shall not be removed or damaged, except as required for on-site construction.

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 Glen-Vista Filing No. 1 are reserved for poles, wires, pipes, and conduits for electricity, gas, telephone, sewer, drainage water, snow removal 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. 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 preventions 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, one sign of not more than five square feet advertising the property for sale or rent, or signs used by Declarant or its agent 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, 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. Violation of Covenants. Violation of any of the covenants or restrictions herein contained shall give to Declarant or its agent or assigns, the right to enter upon the property as to which such violation exists, and to summarily 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 or its agent or assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

O. Terms of Covenants. 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 be continued 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 land 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 the first ten-year period, or one year prior to the expiration of any successive ten-year period thereafter.

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

Q. Limitation of Liability. The liability hereunder of Declarant shall be limited to the value of the property owned by it in Glen-Vista Filing No. 1 at the time of such violation.

R. 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.

S. Enforcement. Enforcement by Declarant or 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.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Protective Covenants to be executed by its duly authorized corporate officers this 17th day of June, 1970.



W. H. Brinkerhoff
Secretary

GLEN VISTA, INC.

By Thomas J. Glennon
Thomas J. Glennon
President

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) SS.

The foregoing instrument was acknowledged before me this 17th day of June, 1970, by Thomas J. Glennon, as President of Glen Vista, Inc., a Colorado corporation.

I, Notary Public, here seal my hand and official seal.

My commission expires February 24, 1971

Russell A. Sausley
Notary Public