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DECLARATION OF PROTECTIVE COVENANTS

JOHN A. ORDahl, ROBERT N. MENDERHALL, JOHN B. CARSON, BENTLEY B. GILBERT and DOUGLAS L. WOLF, being the owners in fee simple of the following described real property, situated in the County of El Paso, State of Colorado, to-wit:

A portion of the East half of the East half of Section 23, Township 13 South, Range 67 West of the 6th P.M., described as follows: Beginning at the Southeast corner of the Northeast quarter of said Section 23; thence South 15° 34' 74" feet on the East line of said Section 23 to the Northerly terminus of the most Easterly line of the tract described in deed to W. E. Weir recorded July 6, 1951 in Book 2003 at Page 701; thence North 37° 21' 35" West 1111.03 feet on the Northerly line of said Weir tract to an angle point thereon; thence North 31° 19' 35" East 273.00 feet on the Northerly line of said Weir tract; thence North 14° 36' 25" West 1110.0 feet; thence North 14° 51' 25" West 625.0 feet; thence North 0° 21' 25" West 195.0 feet; thence North 59° 16' 25" West 717.0 feet to a point on the West line of the East half of the East half of said Section 23, being the most Northerly corner of said Weir tract; thence North 0° 19' 35" East 630.03 feet on the East line of the Northeast quarter of the Northeast quarter of said Section 23 to the Northwest corner thereof; thence South 69° 32' 06" East on the North line of said Section 23 a distance of 1212.120 feet to the Northeast corner of said Section 23; thence South 0° 19' 35" West on the East line of said Section 23 a distance of 2527.120 feet to the point of beginning. (All bearings are based on the East line of the South half of Section 23, being North 0°.) in El Paso County, Colorado.

WHEREAS, JOHN A. ORDahl, ROBERT N. MENDERHALL, JOHN B. CARSON, BENTLEY B. GILBERT and DOUGLAS L. WOLF are desirous of protecting and preserving the present and future values of all of the property described hereinabove, and desire to develop the said property in accordance with a common plan, scheme or design,

NOW, THEREFORE, in consideration of the premises and in consideration of our mutual interest as owners of said real property, the said JOHN A. CHADWELL, ROBERT W. NORTON, JOHN B. CARSON, BENTLEY P. GILBERT and DOUGLAS L. WOLF, do hereby covenant and agree, for themselves, their successors, assigns and grantees; and do hereby establish and declare the following Covenants and Restrictions upon the above described real property:

1. LOT SIZE AND USE - All lots presently existing or subsequently a division of the above described property shall be no smaller than two acres in size, which area may include a proportionate part of all abutting streets and roads. Said lots shall not be used or occupied, except for private, single family residential purposes, and no more than one residence shall be erected on any lot; except that a single guest house (without minimum size limitations) may be permitted on a lot, but only so long as it is occupied on an intermittent basis as a bona fide guest house. Occupancy of a guest house on a permanent basis is prohibited and no guest house shall be rented or leased.

2. ARCHITECTURAL CONTROL - No building, fence or other structure, including but not limited to, walls, septic tanks, cess pools and leaching fields shall be constructed, erected or maintained, nor shall any addition thereto, or other change or alteration therein be made until the Plans and Specifications for the erection of improvements, fences, external T. V. or radio antennas or other structures, to include specifications, plot plan, grading plan therefor, and other information in connection with the location and construction of such improvements, have been submitted to and approved by the Architectural Control Committee. Approval shall be obtained in the manner prescribed in paragraphs 13 and 14 of these Covenants.

3. FLOOR AREA - No residence shall be erected on any lot in the described Subdivision having a ground floor area of less than 1,500 square feet, provided, however, a two story house may be erected with less than 1,500 square feet on the ground floor, so long as the entire residence has a total square footage of not less than 2,000 square feet. Areas in open porches, garages and storage rooms shall not be considered to be a portion of the square footage described in this paragraph. Multi-level residences may count as ground floor area any floor area not above or below floor area to be counted in meeting this requirement.

4. RESTRICTED STRUCTURES - Mobile homes or trailers shall not be placed on any lot for residential use, or for use as a shed or other outbuilding. Any structure located on any lot shall not be occupied or used as a residence until it is fully completed in accordance with the minimum requirements described in these Covenants. The use or moving upon any lot of any used structure of any sort shall not be permitted.

5. TEMPORARY USES - No basement, tent, shack, garage, barn or other outbuilding shall be occupied or used as a residence, nor shall any partially completed building be used as a residence. All structures shall be completed within twelve (12) months from the date of approval of plans by the Architectural Control Committee. Extension may be granted by the Committee in its discretion.

6. STORAGE - The storage of lumber or any other material or building material (except during construction of the house or other approved buildings thereon), outside of permitted buildings properly erected under the terms of these Covenants is prohibited, and no lot shall be used for

the storage of trucks, cars, machinery or equipment, except during the development of land and construction thereon. Refuse piles and other unsightly objects or materials shall not be allowed on any lot and under no circumstances shall any lot be used for the purpose of dumping any waste material of any kind.

7. COMMERCIAL - Manufacturing or commercial operations of any type are prohibited on any land in this area, and the operation or conduct of any activity which might be classified as a nuisance to any adjoining landowners or owners, or the public generally, is specifically prohibited.

8. ANIMALS - No person shall keep, breed or raise cattle, swine, poultry, sheep or goats on any lot in this Subdivision. No building shall be erected or designed to house any livestock or animals, except for horse stables and corrals which shall be approved by the Architectural Control Committee as elsewhere provided in these Covenants. No livestock or animals shall be bred or raised for any commercial purpose, and this restriction shall include household pets and livestock slaughtering and any commercial poultry business shall be prohibited.

9. WASTE - All garbage, trash or other waste material shall be kept in a sanitary manner and shall be disposed of on a regular basis, and all incinerators and other equipment used for the disposal or storage or keeping of waste material, trash or garbage, shall be kept in a clean and sanitary condition.

10. SANITARY FACILITIES - No residence in this Subdivision shall be occupied until such time there is available for use and connected to the house public sanitary facilities or a proper septic tank or sewer, and any septic tank or sewer or sewage disposal arrangements shall be constructed in such a manner to fully comply with the County and State Health Code and

State Statutes. The construction of any septic tank or cess pool or leaching field shall be completed in such a manner as to prevent the contamination of wells and to confine the discharge to areas or in such a manner as not to interfere with the use of any other property or contaminate any other water supply in the area.

11. SET BACK LINES - All buildings shall be set back at least 50 feet from the lot line that abuts on any street and no building or portion thereof shall be placed closer than 25 feet to any side or back lot line. All solid fences shall be erected more than 25 feet from the front lot line, and no fence exceeding 6 feet in height from the normal grade will be permitted unless the fence contemplated shall conform to the setback lines for building.

12. SIGNS - No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot and one sign of not more than five square feet advertising the property during the construction and sales period.

13. ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee shall consist of the following persons: JEFF A. GAGAN, ROBERT M. HENDERHALL, JOHN B. CARSON, BENTLEY B. GILBERT and DOUGLAS L. WOLF. The majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants. Said Committee shall have the power to grant exceptions to the regulations contained herein by an affirmative vote of 3 members. Such exception shall be granted in writing only.

11. PROCEDURE - The approval of any plans or specifications submitted to the Committee shall be rendered in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans or specifications submitted within 30 days, or, in any event, if no suit to enjoin the construction of any structure has been commenced prior to completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

12. UTILITIES - All utilities (gas, telephones, electricity, water and sewer) are to be placed beneath the ground. All easements for installation and maintenance of utility and for drainage facilities shall be reserved and shown on a recorded plat covering the above described real property.

13. MINING - 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.

14. TERM - 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 10 years from the date of recording of the same, after which time said Covenants shall be automatically extended for periods of 10 years unless an instrument signed by a majority of persons then involved as owners within said tract terminates these Covenants.

15. ENFORCEMENT - 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. The party or parties claiming enforcement of these Restrictive and Protective Covenants if successful, shall be entitled to recover from the owner of any

