

DECLARATION OF RESTRICTIVE COVENANTS

207075

DRAWER: 3 CARD 995A

WHEREAS, COLORADO AMERICAN DEVELOPMENT CO., A Colorado Corporation, is the owner of a certain tract of land located in the County of Teller, State of Colorado, known as "LA MONTANA MESA, FILING NO. 2," the plat of which is filed of record in the office of the County Clerk and Recorder of Teller County, Colorado.

WHEREAS, the said owners intend to sell, convey, and dispose of the real property included in said plat and are desirous to subject all lots in the plat to certain protective restrictions, conditions, and covenants, all for the use and benefit of themselves and their grantees, as hereinafter set forth to the end that harmonious and attractive development of the property may be accomplished and that the health, comfort, safety, relaxation, convenience and general welfare of all owners and occupants may be protected and safeguarded, and in order to establish and maintain a carefully protected residential community.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above owners do hereby publish, acknowledge, and declare that they do by this document establish the following restrictions, covenants, and conditions, and that these covenants in their entirety shall apply to all lots in the said "LA MONTANA MESA, FILING NO. 2," subdivision, and further, that these covenants shall be deemed to run with the land, and shall be binding upon the owners, their heirs, personal representatives, successors, and assigns, to wit:

I SPECIAL AGREEMENTS

As part of the consideration for the sale of above described real estate, it is specifically agreed by the parties, that:

- A. Purchaser agrees not to deface the area or cut timber from the land except as may be necessary to clear land for original construction of dwelling, entrance driveway, and utilities.
- B. Purchaser shall furnish at his own expense, one approved culvert of a minimum size of 18 inches in diameter, or larger if necessary to provide proper drainage, as required for private access road to each lot shown in above said plat.
- C. All side and rear lot lines are subject to a ten (10) foot utility easement, lying ten (10) feet on either side of said lot lines, except that two contiguous lots may be treated as one where a building is constructed over the dividing line prior to actual use of said utility easement.
- D. Seller has set aside a trout fishing lake, known as Lake Doublehead, and a recreation area around said lake known as Emerald Park, as a public area for the use, benefit, and enjoyment of all lot owners. Purchaser agrees not to litter or deface these areas, and to place all trash in disposal barrels provided by the seller. No boats shall be allowed on Lake Doublehead, and a maximum catch of six (6) trout per day, per person, shall be allowed.

II RESIDENTIAL AREA RESTRICTIONS

- A. No lot shall be used except for residential purposes except as specifically otherwise stated in these covenants. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling of not less than five hundred (500) sq. ft., and not to exceed two (2) stories in height.
- B. One private garage or carport for not more than two (2) cars shall be permitted, and same shall conform to the general architecture of the dwelling.
- C. One private horse stable shall be permitted on each lot and shall conform generally in structure and design to the dwelling. Sufficient fencing of approved design shall be erected to enclose and retain all horses. Fencing shall be peeled post and rail, chain link, woven wire, post and panels (vertical or horizontal), and/or other approved types of commercial fencing. No farm type barbed wire fence shall be allowed.
- D. One small guest house, not a permanent residence shall be allowed on any lot, providing the design, construction, and materials conform generally to the permanent dwelling, and further that the same water well and sewage system are used, which supply the permanent residence on the lot.
- E. Domestic water shall be obtained by the drilling of a private well on any lot, however, no individual water supply system shall be constructed, developed, or altered on any lot until plans and specifications for same have been approved by the Architectural Control Committee, and a proper permit obtained from the State of Colorado, as required by law.

F. Sewage disposal shall be accomplished by the construction of an individual sewage disposal system on any lot, however, no private sewage system shall be permitted on any lot until specifications for same have been approved by the Architectural Control Committee, and such system is designed, located, and constructed in accordance with requirements, standards, and recommendations of the Colorado State Department of Public Health. All lavatories, sinks, and water closets shall be built indoors and connected to an outside approved septic tank. No outside toilets shall be permitted, except approved commercial chemical toilets, and then only during the period of dwelling construction, and prior to the completion of the permanent sewage system.

III ARCHITECTURAL CONTROL

A. No building shall be erected, placed, or altered on any lot until the Architectural plans and specifications, and a plot plan showing the location of the structure on the lot, have been approved by the Architectural Control Committee as to the proposed workmanship, materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevation.

B. The Architectural Control Committee shall be composed of the Board of Directors of Colorado American Development Co. A majority of the Committee, may designate and appoint a representative to act for it. In the event of death or resignation of any member of the Committee, the Board of Directors shall have full authority to appoint his successor. The Committee's approval or disapproval, as required, shall be in writing. In the event that the Committee, or its designated representative fails to approve or disapprove the owners submitted plans and specifications within thirty (30) days, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

IV STRUCTURE LOCATION

A. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than thirty (30) feet to any side street lot line. No building shall be located nearer than twenty five (25) feet to any interior lot line. No building shall be located on any lot, nearer than ten (10) feet to any rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, providing, however, that no portion of any building constitute an encroachment upon any other lot.

B. No approved fence shall be constructed on any lot or any front, side or rear lot line, without prior approval of the Architectural Control Committee.

V GENERAL RESTRICTIONS

A. No lot shall be subdivided. All lots shall remain as now platted.

B. No one shall engage in any noxious or offensive activity on any lot, at any time, nor shall anything be done thereon, at any time, which may become an annoyance or nuisance to the neighborhood in general.

C. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot, at any time, as a residence, either temporarily or permanently.

D. One small trailer or one construction shed shall be allowed during the period of construction, but not to exceed one (1) year from date of commencement of construction of permanent dwelling. Construction begun on any lot shall be completed within one (1) year.

E. Incinerators of generally accepted design, shall be required for disposal of all garbage and trash upon the premises. No lot shall be used for dumping trash or garbage, and the premises shall be kept in a clean and sanitary condition at all times. Any items considered to be unsightly and/or offensive by the Architectural Control Committee shall not be allowed to remain on any lot.

F. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

G. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or under any lot. No derrick or other structures designated for use in drilling for oil, natural gas, or mining shall be erected, maintained, or permitted upon any lot.

H. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that horses, dogs, cats, or other household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

I. The Architectural Control Committee reserves the right to permit an edifice or structure to be erected on any lot, and same to be used for religious purposes approved by said Committee, as long as said structure is approved by said Committee, and conforms to the general architecture and harmony of the area, and will not conflict with the health, safety, comfort, relaxation, convenience and general welfare of the owners.

J. The discharge of firearms of any kind, or any lot or in the public areas shall not be permitted.

VI GENERAL CONDITIONS

A. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty five (25) years, from date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten (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.

B. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real estate situated in said subdivision to prosecute under proceedings in law or in equity against the person or persons so violating the covenants, in order to restrain or enjoin in the violation and thereby to enforce these covenants or recover damages for the violation thereof.

C. Invalidity of any of these covenants by judgment or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on the date shown on the acknowledgement hereof.

COLORADO AMERICAN DEVELOPMENT CO.

BY Robert J. Kruer President

ATTEST:

John E. Rogers Secretary

STATE OF GEORGIA
COUNTY OF FULTON SS.

The foregoing instrument was acknowledged before me this 25th day of August

19 70, by Robert J. Kruer as President and
John E. Rogers as Secretary of

Colorado American Development Co., a corporation.

My notarial commission expires
Witness my hand and official seal.

Notary Public, Georgia, State at Large
Commission Expires July 2, 1974



Barbara B. House Notary Public

