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DECLARATION OF RESTRICTIVE COVENANTS DEL Cord 1883A

WHEREAS, NAVAJO WESTERN LAND CO., A Colorado Corporation, is the owner of a certain tract of land located in the County of Teller, State of Colorado, known as NAVAJO MOUNTAIN MESA, FILING NO. 1, 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 NAVAJO MOUNTAIN MESA, FILING NO. 1, 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 along the County right-of-way ditch, wherever any private drive or private access road, leading to any lot in said subdivision, crosses the County right-of-way drainage ditch.
- 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. All exterior boundary lines of said development are subject to a twenty (20) foot utility easement.

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 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 system and sewage system are used, which supply the permanent residence on the lot. Said guest house shall not be constructed prior to the construction of the permanent dwelling.
- D. One modular home or mobile home shall be permitted on any lot. Any modular home or mobile home placed on any lot, as a permanent dwelling, shall have a floor area of not less than 500 sq. ft. and shall be designed and manufactured by an approved manufacturer of modular or mobile homes.
- E. On lots of five acres or more, a second modular or mobile home shall be allowed, shall have a floor area of not less than 500 sq. ft., shall be of approved design and manufacture and shall use the same water system and sewage system that supply the original modular or mobile home on the lot.
- F. Any mobile home placed on any lot, shall be placed on a solid foundation or on piers in such a manner as to be classified as a permanent dwelling. Any mobile home placed on piers in lieu of a solid foundation shall be skirted from the bottom of the floor frame to finish ground grade with approved skirting material.

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G. One private horse stable shall be permitted on each lot and shall conform generally in structure and design to other buildings on the lot. 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 on any lot.

H. Domestic water shall be obtained by the drilling of a private well or the installation of a cistern, on any lot, however, no individual water supply system shall be constructed, developed or altered on any lot until specifications for same have been approved by the Architectural Control Committee. Prior to the drilling of a domestic water well, a permit to construct a well and a permit to install a pump must be obtained from the Colorado Division of Water Resources, Denver, Colorado, as required by Colorado law.

I. Sewage disposal shall be accomplished by the construction of an individual sewage disposal system on any lot, however, no private sewage system shall be constructed 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. The Colorado Department of Public Health has recommended to the Colorado State Water Pollution Control Commission that septic tank systems are in general, satisfactory for NAVAJO MOUNTAIN MESA. However, prior to construction of a septic tank system or any other type of individual sewage system, on any lot, a permit must be obtained from the Teller County Health Services.

### 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. No modular or mobile home shall be erected, placed or altered on any lot until the manufacturers plans, photographs and specifications have been presented to and approved by the Architectural Control Committee, or until the Architectural Control Committee has inspected the modular or mobile home to be placed on the lot and has approved same.

C. The Architectural Control Committee shall be composed of the Board of Directors of NAVAJO WESTERN LAND 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 or mobile home shall be located on any lot nearer than thirty (30) feet to any front lot line, or nearer than twenty five (25) feet to any side street lot line. No building or mobile home shall be located nearer than twenty five (25) feet to any interior lot line. No building or mobile home shall be located on any lot, nearer than twenty (20) ft 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 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.

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

C. Prior to construction of permanent residence or placement of modular or mobile home, one self contained camper or camp trailer shall be allowed on any lot for weekend use or during vacation periods, but in no event shall said trailer remain on any lot, for more than fifteen (15) days, for any one period of time.

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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 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.

H. 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.

I. The discharge of firearms of any kind, on any lot or in any 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 ten (10) 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 day shown on the acknowledgment hereof.

NAVAJO WESTERN LAND CO.

ATTEST:

BY: A. Dean Spears  
President

William A. Freeman  
Secretary

STATE OF GEORGIA )  
COUNTY OF FULTON ) SS

The foregoing instrument was acknowledged before me this 14th day of April, 19 72.

by A. Dean Spears As President and William A. Freeman  
as Secretary of NAVAJO WESTERN LAND CO., a corporation.

My notarial commission expires Notary Public Georgia State At Large  
My Commission Expires July 27, 1975

Witness my hand and official seal.

Anthony E. Houston  
Notary Public

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States.

In Testimony Whereof, I,

President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

TELLER COUNTY

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HOMESTEAD PATENT.—O. F. MOEGEL, PRINTER AND STATIONER, DENVER.

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## The United States of America.

To all to whom these Presents shall come, Greeting:

HOMESTEAD CERTIFICATE No. 513

APPLICATION

795

Whereas, There has been deposited in the General Land Office of

the United States a Certificate of the Register of the Land Office at Leadville Colorado

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "TO SECURE HOMESTEADS TO

ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

Reuben C. Snowley

has been established and duly consummated, in

conformity to law, for the North west quarter of the South East quarter

the North East quarter of the South West quarter and the

South East quarter of the North West quarter of section thirty

in Township fifteen South of Range Seventy one West of the

Sixth Principal Meridian in Colorado, containing one

hundred and twenty acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

Now know Ye, That there is, therefore, granted by the United States unto the said

Reuben C. Snowley the tract of land above described:

To Have and to Hold the said tract of Land, with the appurtenances thereof, unto the said

Reuben C. Snowley

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States.

In Testimony Whereof, I,

President of the

United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office

to be hereunto affixed.

ACTUAL SETTLERS ON THE PUBLIC DOMAIN," and the acts supplemental thereto, the claim of

*James B. McKinstry* has been established and duly consummated, in conformity to law, for the *North West quarter of the South East quarter*

*the North East quarter of the South West quarter and the South East quarter of the North East quarter of a certain section of the public land in the State of Colorado, containing one and one-half acres of land.*

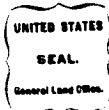
according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

**Now know Ye,** That there is, therefore, granted by the United States unto the said *James B. McKinstry* the tract of land above described:

**To have and to hold** the said tract of Land, with the appurtenances thereof, unto the said *James B. McKinstry*

and to *his* heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted a right of way thereon for ditches and canals constructed by the authority of the United States.

In Testimony Whereof, I, *Theodore Roosevelt* President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the *eighteenth* day of *April* in the year of our Lord one thousand *nine* hundred and *five* and of the independence of the United States the one hundred and *twenty ninth*

By the President: *T. Roosevelt* By *J. M. McKean* Secretary.  
Recorded, Vol. *1421* Page *476* *C. H. Bush* Recorder of the General Land Office.

Filed for Record the *22* day of *July* A. D. 1905, at 10:30 o'clock A. M.

*H. E. Dingman* *Recorded*  
By *L. S. Hecox* Deputy.