

213242

DRAWER 6 CARD 323 A

STATE OF COLORADO)  
COUNTY OF TELLER )

## DECLARATION OF PROTECTIVE COVENANTS

## PREAMBLE AND AREA APPLICATION

## KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Subdivider, is the OWNER of all the following described property situate in the County of Teller and State of Colorado, to wit:

EAGLECREST OF COLORADO, LTD.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deed to tracts in EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Eaglecrest, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said tracts that said tracts, in addition to the ordinances of the County of Teller, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. Building Type and Use: All tracts shall be known and described as western ranch tracts and shall be used for ranches, residential homes and country estate/leisure-time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishment for the benefit of all owners of tracts in EAGLECREST. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on EAGLECREST. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee.
2. Dwelling Size: The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.
3. Building Location: No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.
4. Exceptions to Setback Restriction: Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without the written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above.
5. Temporary Residences: Except as hereinbefore provided, no structure of temporary character, mobile home, camper, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, Subdivider may grant a permit for such use and location during the construction phase of the permanent dwelling, and for vacation camping and vacation use, such permit to be in writing and with a time limitation.

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6. Time of Construction: Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of that particular structure, wall, fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Subdivider may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

7. Easements: Easements for installation and maintenance of utilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for use, service and maintenance.

8. Obstructions to Vision at Intersections: No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

9. Nuisances: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

10. Refuse and Rubbish: Rubbish, junk, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, junk, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

11. Clothes Drying Area: Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than sixty (60) feet from the side street line.

12. Signs: All signs displayed upon any of the premises or tracts must be first approved by Subdivider or by the Architectural Committee. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. Subdivider reserves right, however, to require modification or removal of such signs if deemed not in keeping with the area and subdivision decor.

13. Water and Sewage: All water wells and sewage disposal systems placed upon any tract shall comply with the requirements of the State of Colorado Health Department. No septic tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official of the State, and no sewage, waste water, trash garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system yielding at least 80% clean affluent.

14. Animals: No animals or livestock of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each 2.0 acres of land owned may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than sixty (60) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Architectural Committee and shall

be maintained in compliance with all lawful sanitary regulations. In case of single ownership or more than one tract then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.

15. Clearing of Trees: There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices. In no event shall more than one of the trees on any tract be cut down, cleared or killed without approval of the Architectural Committee.

16. Right of Subdivider: Subdivider, its successors or assigns, expressly reserves the right:

a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

c. to sell large portions of EAGLECREST area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

17. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the 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 tracts has been recorded, changing said covenants in whole or part.

18. Architectural Committee:

a. Purpose: To assure, through intelligent architectural control of building design, placement and constructions, that EAGLECREST shall become and remain an exclusive, attractive residential community, and to uphold and enhance property values.

b. Membership: The Architectural Committee is composed of five (5) persons appointed by Subdivider, provided however, that after the erection of five (5) complete dwelling units within EAGLECREST, the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A 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 members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) per cent of the tracts in EAGLECREST are sold and until five (5) complete dwellings have been erected. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures,

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d. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

20. Subdivider May Assign: EAGLECREST OF COLORADO, LTD., may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association or person.

EAGLECREST OF COLORADO, LTD.  
A Limited Partnership

STATE OF COLORADO)  
COUNTY OF EL PASO)

My Comm. expires Jan. 21, 1973

Notary Public

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CORRECTED COPY

STATE OF COLORADO)  
COUNTY OF TELLER )

DECLARATION OF PROTECTIVE COVENANTS

PREAMBLE AND AREA APPLICATION

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Subdivider, is the OWNER of all the following described property situate in the County of Teller and State of Colorado, to wit:

EAGLECREST OF COLORADO, LTD., SUBDIVISION NO. 1

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deed to tracts in EAGLECREST OF COLORADO, LTD., hereinafter sometimes called Eaglecrest, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said tracts that said tracts, in addition to the ordinances of the County of Teller, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. Building Type and Use: All tracts shall be known and described as western ranch tracts and shall be used for ranches, residential homes and country estate/leisure-time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishment for the benefit of all owners of tracts in EAGLECREST. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on EAGLECREST. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee.
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4. Exceptions to Setback Restriction: Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without the written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above.
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16. Right of Subdivider: Subdivider, its successors or assigns, expressly reserves the right:

a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

c. to sell large portions of EAGLECREST area land, to which be excluded from the provisions of these covenants, and to place such restrictions thereon as the highest and best use of the land requires, except that Subdivider agrees to restrict such portions from industrial use and to provide adequate protection to adjacent tract owners to assure the lasting value and attractiveness of their property, in keeping with the spirit and intent of these covenants.

17. Term of Covenants: These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the 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 tracts has been recorded, changing said covenants in whole or part.

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b. Membership: The Architectural Committee is composed of five (5) persons appointed by Subdivider, provided however, that after the erection of five (5) complete dwelling units within EAGLECREST, the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A 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 members shall have full authority to designate a successor except that Subdivider will be represented on the committee until ninety (90) per cent of the tracts in EAGLECREST are sold and until five (5) complete dwellings have been erected. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

c. Authority: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures,

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and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any grounds including purely aesthetic grounds.

d. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

19. 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. Subdivider further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

20. Subdivider May Assign: EAGLECREST OF COLORADO, LTD., may assign any and all of its rights, powers, obligations and privileges under this instrument to any corporation, association or person.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this  
17th day of December, A.D. 1971.

EAGLECREST OF COLORADO, LTD.  
A Limited Partnership

David L. Foxman, Jr.  
General Partner

STATE OF COLORADO

COUNTY OF EL PASO

On this 17th day of December, 1971, before me, \_\_\_\_\_, Notary Public in and for the State of Colorado, personally appeared DAVID L. FOXMAN, JR., known to me to be a general partner of the partnership that executed the within instrument, and acknowledged to me that said partnership executed the same.

My commission expires \_\_\_\_\_

Notary Public