

# ArcGIS Web AppBuilder



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FC Roads

municipal boundaries - labels

collector

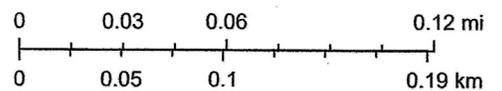


municipal boundaries - outline

local



FC Parcels



Google Maps



Equal Housing Opportunity: All listings are offered in compliance with the Federal Fair Housing Act. The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.



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## PROTECTIVE COVENANTS

For Glen Vista Filing Nos. 2 through 8

APR 13 2000

### GENERAL PURPOSES OF CONDITIONS

The real property in this subdivision 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 thereof; 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; 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 dwelling shall be erected, altered or placed on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements, as defined in the Fremont County Building Code. 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 BUILDING SITE AREA.** No building site shall contain more than one residential structure and one guest house (plus appurtenant non-residential structures referred to in Section A above), and each building site shall have a minimum ground area of 1.5 acres.
- 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 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 summarily to 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 this subdivision 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.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND LIEN OF GLEN-VISTA PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by GLEN-VISTA ESTATES, INC., hereinafter referred to as "DECLARANT";

WITNESSETH:

WHEREAS, Declarant is now the owner of certain lands in Fremont County, State of Colorado, more particularly described as follows:

All lots in Glen-Vista Filing No. 9, Glen-Vista Filing No. 10 thru Glen-Vista Filing No. 17, according to the recorded plats thereof, those in first eight filings who have formally joined.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and any additional properties hereafter annexed under this Declaration, as provided in Article V hereof, shall be held, sold and conveyed subject to the following easements, restrictions, liens, covenants and conditions, which are established, declared and adopted for the purpose of protecting the value and desirability and enhancing the safety and habitability of the said real property and shall run with the said lands and be binding upon all parties having any right, title or interest in and to the described properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Glen-Vista Property Owners Association, Inc., a Colorado non-profit corporation, and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of a fee simple interest in any lot which is a part of the Properties; provided, however, that upon entering into a purchase contract or option, such purchaser and not the record title holder shall be deemed to be the owner for all purposes herein. The term "owner" shall also include Declarant with respect to all Lots held in the name of Declarant and which Declarant has not agreed under contract or option to sell.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions therein as may hereafter be brought under this Declaration.

Section 4. "Common facilities" shall mean and refer to all real and personal property now or hereafter owned or controlled by the Association for the common use and benefit of the owners, together with all improvements thereon, if any, and any easements, fixtures or appurtenances used therewith or attached therein. The common facilities to be owned by the Association at the time of conveyance of the first lot shall be free and clear of liens and encumbrances and are described as follows:

- (a) water supply facilities, composed of Glen-Vista Well No. 3, located at a point from which the S.W. corner of Section 31, T. 19 S., R. 72 W., 6<sup>th</sup> P.M., bears South 27°32'37" West, a distance of 1,560.33 feet, and the water rights decrees thereto, as described in Ruling of Referee dated January 24, 1974 and Judgment and Decree entered March 1, 1974, and recorded in Book 562 at Pages 137-142 of the records of Fremont County, Colorado, together with an easement for access thereto, and related equipment and machinery.
- (b) Firetruck, firewells, cisterns and related equipment, together with easements for access thereto;
- (c) gate valve, flume, recording gauge and related works, as presently installed on the Pleasant Valley Ditch in Fremont County, Colorado, together with the water rights and other interests in real property as conveyed and described in Warranty Deed dated February 2, 1974, and recorded February 7, 1974, in Book 560 at Page 567 of the records of Fremont County, Colorado; subject, however, to the perpetual dedication of said water rights to the aquifer of the Arkansas River, as provided in the Conditional Decree entered January 23, 1974, and recorded February 1, 1974, in Book 560 at Page 439 of the records of Fremont County, Colorado.
- (d) erosion control dams, reservoirs and easements for access thereto; and
- (e) such additional facilities, equipment, machinery, tools, supplies, works, buildings, improvements, fixtures, and other real and personal property as may be conveyed to or acquired by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, or additions thereto, with the exception of the common facilities.

ARTICLE II  
PROPERTY RIGHTS

Section 1. OWNER'S RIGHTS. Every owner shall have a right to use and to benefit from the common facilities. Such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the acquisition, procurement, maintenance, repair, replacement, upkeep, operation and improvement of the common facilities, and to establish reasonable reserves for depreciation and contingencies;
- (b) the right of the Association to suspend the voting rights and right to use and to benefit from the common facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period of time as determined by the Association for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate, transfer or lease all or any part of the common facilities to any public agency, municipal or quasi-municipal authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the members;
- (d) the right of the Association to borrow money for the purpose of improving the common facilities and in aid thereof to mortgage said common facilities; and to take such steps as may be reasonably necessary to protect the common facilities from foreclosure; and
- (e) the right of the Association to close or limit the use of the common facilities while maintaining or making replacements therein or thereto.

Section 2. DELEGATION OF USE. Any owner may delegate his right of use and benefit from the common facilities to the members of his family, his tenants or guests who occupy his Lot.

Section 3. PERSONAL PROPERTY. The Association may acquire and hold for the use and benefit of all members of the Association, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest therein shall not be transferable except that the transfer of a Lot shall transfer to the transferee all of the transferor's beneficial interest in such personal property without any reference thereto or execution of a bill of sale. Each owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of the other owners, subject to the provisions hereof and the Bylaws of the Association. Sale of a Lot under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the personal property associated with the Lot and to membership in the Association.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of said Lot. When more than one person holds an interest in any Lot as joint tenant or tenant in common, all such persons shall be members, but the vote or votes attributable to such Lot shall be cast as such persons among themselves determine and no division of the vote or votes attributable to such Lot shall be permitted. All matters shall be decided by majority vote, except as otherwise expressly provided herein or in the Bylaws of the Association. The Bylaws of the Association shall govern procedures and requirements for notice of meetings, quorums, voting and other matters of internal regulation. The Association shall have the right to adopt reasonable rules and regulations in the matter and to the extent authorized by its Bylaws.

Section 2. The Association shall have one class of voting membership:

Class A. Class A members shall be all owners. Each Class A membership shall be entitled to one vote for the Federal Fair Housing Act to come before the Equal Housing Opportunity. All listings are offered in compliance with the Federal Fair Housing Act. The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.

maximum. An annual assessment in excess of the maximum may be established by the Board only upon the approval of two-thirds of the entire membership of the Association.

**Section 4. SPECIAL ASSESSMENTS.** A special assessment for capital improvements shall be made only upon resolution of the Association's Board of Directors, followed by the approval of two-thirds of the entire membership of the Association.

**Section 5. PAYMENT.** The annual assessments provided herein, shall be paid at the beginning of each 12-month period, commencing on January 1 of each year, and shall be delinquent if not paid by June 30 of that year; or such assessments may be paid and collected in monthly installments pursuant to a plan adopted by the Board of Directors of the Association. Special assessments shall be due on the date they become a lien and shall be paid and collected in such installments with such dates of delinquency as may be provided in the resolution establishing same. An owner who purchases a Lot between January 1 and June 30 of any year shall pay the full annual assessment for that year; and an owner who purchases a Lot between July 1 and December 31 shall pay one-half the annual assessment for that year. The annual assessment against each Lot shall be fixed at least thirty (30) days in advance of each January 1, provided, however, that the annual assessment for the Association's first fiscal year, ending December 31<sup>st</sup> next after the date of its incorporation may be fixed at any time prior to the end of said year and shall be collected with the following year's assessment. Written notice of all annual and special assessments shall be furnished to every Owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, and such certificate shall be binding upon the Association with respect to any purchaser relying thereon.

**Section 6. EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any assessment not paid on or before the delinquency date shall bear interest thereafter at the rate of 10 percent per annum until paid. The Association may bring an action to collect all delinquent assessments against the Owner personally obligated to pay the same, or foreclose the assessment lien against such owner's Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facilities or abandonment of his Lot. In addition to any other remedies herein or by law provided, the lien herein established may be foreclosed by an action in the court having jurisdiction over the Properties in the manner of foreclosure of common law mortgages pursuant to the statutes of the State of Colorado, and subject to all the rights and duties therein provided, including redemption.

**Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not release any such assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments thereon which become delinquent prior to such foreclosure, but shall not relieve such Lot from the lien of any assessments or payments thereafter established or due. As used in this section, the term "mortgage" shall mean and include only a bona fide purchase money mortgage, purchase money deed of trust or a contract for deed and the vendor's lien thereunder, but shall not include non-purchase money mortgages or deeds of trust or involuntary liens, such as mechanic's liens and judgment liens.

#### ARTICLE V ANNEXATION OF ADDITIONAL PROPERTIES

**Section 1. AUTHORIZATION.** Annexation of additional lands to the Properties shall require only the assent of the members, at a meeting duly called in accordance with the Bylaws of the Association.

#### ARTICLE VI GENERAL RESPONSIBILITIES

**Section 1. COMMON FACILITIES.** The Association is herewith charged with the direct and continuing responsibility for maintenance, repair, replacement, operation, protection, extension and improvement of the common facilities. Without limiting the generality of the foregoing sentence, such responsibility shall include the following:

- (a) maintenance of the gate valve, flume, recording gauge and related works, as described in subparagraph (c) of Section 4, Article I above, including the furnishing of supplies required by said recording gauge, and the payment of all assessments due to, or on account of, the Pleasant Valley Ditch or the Twin Lakes Reservoir and Canal Company, pursuant to operation of the augmentation plan for the Glen-Vista subdivision, as described in the Conditional Decree referred to in subparagraph (c) of Section 4, Article I above;
- (b) maintenance of supplies, tools and equipment for fire protection purposes, including the expenses of a volunteer fire-fighting force, if such is formed under the sponsorship of the Association; and
- (c) other projects not herein specifically mentioned, which will enhance the value, utility or desirability of the Properties as may be proposed and adopted by the Association.

**Section 2. ROAD CONSTRUCTION AND MAINTENANCE.** Until responsibility for maintenance and plowing of roads in the Properties shall be assumed by governmental authority, the Association shall be responsible therefore; provided, shall maintain the roads (but shall not plow snow). The Association may undertake road construction and improvements as a capital expenditure requiring special assessment, as hereinabove provided.

**Section 3. ENFORCEMENT OF COVENANTS.** The Association is herewith vested with authority by Declarant and is assigned the rights of Declarant to enforce, to the same extent as Declarant might, any and all covenants running with the Properties, or with other lands in which Declarant, its successors and assigns, has an interest or right of enforcement, including but not limited to all covenants contained herein, or in the various Protective Covenants recorded against the Properties, or in that certain Warranty Deed described in subparagraph (c) of Section 4, Article I hereof, provided that the authority and rights herein granted and assigned shall not preclude Declarant from proceeding to enforce any or all of said covenants, whether or not the Association is acting in that regard.

#### ARTICLE VII INSURANCE AND INDEMNIFICATION

**Section 1. INSURANCE.** The Association shall maintain at all times insurance policies for fire with extended coverage, vandalism and malicious mischief, in the amount of the maximum insurable value of all common facilities, and such casualty and public liability and other insurance policies as the Board of Directors deems necessary.

**Section 2. INDEMNIFICATION.** Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is an officer or director of the Association at the time such expenses are incurred, except in such cases wherein such officer or director is adjudged guilty of willful malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall only apply when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

#### ARTICLE VIII GENERAL PROVISIONS

**Section 1. ENFORCEMENT.** The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE VIII  
GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants, conditions and restrictions of this Declaration shall run with the land for a term of ten years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each; provided, however, that the owners of three-fourths of the Lots in the Properties subject hereto (including Properties hereafter annexed, if any) may amend, modify or terminate any portion of this Declaration, effective as of the end of any such ten-year period, by executing and acknowledging an appropriate agreement in writing for such purpose and recording same in the office of the County Clerk and Recorder of Fremont County, Colorado, at least one year prior to the expiration of any successive ten-year period thereafter.

Section 4. REGISTRATION BY OWNER OF MAILING ADDRESS. Each owner shall register his mailing address with the Association, and all notices, statements or demands intended to be served upon an owner shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed in the name of the owner to such registered mailing address.

## PROTECTIVE COVENANTS

For Glen Vista Filing Nos. 9 through 16

### 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 thereof; 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 building site other than for residential or recreational purposes, for a private garage, guest house, barn and other out-buildings incidental to residential use on 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 two 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 dwelling shall be erected, altered or placed on any tract with a ground floor area exclusive of patios, open porches or garages of less than 750 square feet external measurements, as defined in the Fremont County Building Code. The minimum floor area for a guest house shall be 300 square feet. The maximum height of any building shall be 2 ~/2 stories.

D. **MINIMUM BUILDING SITE AREA.** No building site shall contain more than one residential structure and one guest house (plus appurtenant non-residential structures referred to in Section A above), and each building site shall have a minimum ground area of 1.5 acres.

E. **PRESERVATION OF NATURAL TIMBER.** Live trees shall not be removed or damaged, except as required for on-site construction or as may be recommended by a forester for the purpose of improving stand conditions, insect and disease control, or fuel modification in connection with fire prevention.

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 subdivision are reserved for poles, wires, pipes, and conduits for electricity, gas, telephone, sewer, drainage water, snow removal, fire-wells and cisterns, erosion control dams, reservoirs, water wells and associated facilities 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, and as otherwise shown and described therein. 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 precautions 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, or signs used by Declarant or its agents 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, except as may be required in connection with the construction, repair and maintenance of roads in the subdivision or the adjacent Glen-Vista area; 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. WATER USE. Each residential site shall contain no more than one water well, which shall be used solely for household purposes in a single-family dwelling, not including irrigation from said well for lawns, gardens, or any other purposes. No hand-dug wells shall be allowed for any purpose or use. No well shall be drilled on any site until a permit therefore has been first obtained from the State of Colorado or other regulatory authority, which permit may require (1) that the location of the well be fixed by a surveyed description prepared by a licensed Colorado land surveyor, and (2) that prior to use thereof each well shall be fitted with an approved meter capable of registering the flow of water therefrom. The drilling or use of any well in this subdivision in a manner contrary to the provisions of this covenant or contrary to the conditions set forth in any well permit issued by proper authority shall constitute a violation of these protective covenants. Declarant hereby assigns to the State of Colorado, acting by and through its duly appointed officials, the right to enforce the covenants contained in this Section N as fully as Declarant itself could do.

O. FIRE PREVENTION. In order to minimize the danger of damage to and destruction of natural foliage, buildings and other improvements from fire, lot owners shall provide such hand tools as may be available and shall furnish water from private wells as available whenever required for the prevention or suppression of fire. All chimneys shall have protective wire screens inside near or at the top adequate to prevent burning particles from escaping.

P. VIOLATION OF COVENANTS. Violation of any of the covenants or restrictions herein contained shall give to Declarant, its agents or assigns, the right to enter upon the property as to which such violation exists, and summarily to 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, its agents or assigns, shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Q. TERM OF COVENANTS. Except for the provisions of Section N (Water Use), set forth above, 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 continue 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 lands 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 any successive ten-year period thereafter. The above provisions of Section N (Water Use) shall continue and not be released or modified or deemed released or modified until, in addition to the foregoing prerequisites for release or modification, a decree is obtained authorizing such release or modification from the Water Court or other court with jurisdiction over the premises and water rights dedicated thereto in Case No. W-3967, Water Division No. 2, by Conditional Decree entered January 23, 1974, and recorded February 1, 1974, in Book 260 at Page 439 of the records of Fremont County, Colorado.

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

S. LIMITATION OF LIABILITY. The liability hereunder of Declarant shall be limited to the value of the property owned by it in this subdivision at the time of such violation.

T. 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.

U. ENFORCEMENT. Enforcement by Declarant, its successors or assigns, or by 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 set forth herein.