

**DECLARATION OF AGREEMENT ESTABLISHING PROTECTIVE COVENANTS  
IN SILVER CLIFF HEIGHTS FILING[s] 1, 8, 9, 13, 14, 16, 17, 18, 19**

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, LDS, Inc. is the owner of certain real property located in the County of Custer, State of Colorado, described as Silver Cliff Heights, Filing[s] 1, 8, 9, 13, 14, 16, 17, 18, 19 and,

WHEREAS, the owner desires to place certain restrictions on said premises for the use and benefit of themselves and their grantees, in order to establish and maintain such premises as a protected community;

NOW, THEREFORE, for itself and its grantees, LDS, Inc., hereby publishes, acknowledges, declares, and agrees with, to and for the benefit of all persons who may hereafter purchase and from time to time hold and own any of the said tracts, that they own, and hold said above-described tracts subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the owners at any time of any of the said tracts, their heirs, personal representatives, successors and assigns, to-wit:

PART A. SPECIAL AGREEMENTS

1. **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.
2. **EASEMENTS:** Easements for installation and maintenance of utilities, drainage facilities, roadways, bridle paths, hiking trails and such other purposes incident to the development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for service and maintenance of utility and drainage facilities.
3. **NUISANCES:** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the reasonable requirements of the neighborhood. No noxious or offensive activities shall be conducted upon any tract.
4. **RUBBISH AND REFUSE:** Rubbish, garbage or other waste shall be kept and disposed of in an orderly manner so that such materials shall not be visible to nor exposed to the owners of other tracts herein. No tract shall be used for dumping of trash, refuse, or waste.
5. **POLLUTION:** There shall be no discharge of chemicals or potentially toxic materials into the environment. Natural streams or bodies of water will not be polluted.
6. **PRESERVATION OF THE ENVIRONMENT:** There shall be no changes to the natural features of the property (includes existing plant cover, natural drainages, rough and rock strewn areas,

etc.), except for the purpose of building. Changes which will enhance soil, water and wildlife are permissible. Any changes which would alter the natural environment should be coordinated with the appropriate State or Federal Agency.

7. **PRESERVATION OF WILDLIFE:** Any changes which will improve the natural wildlife habitat are encouraged. On the other hand, there shall be no disturbance in any way of animals, birds or fishes which nest, den, or live upon the land or in the streams which are listed as rare or endangered species by the applicable State or Federal Agency. The application of sound wildlife management principles is earnestly solicited.

#### **PART B. SPECIAL COVENANTS PERTAINING TO RE-SUBDIVISION**

WHEREAS, all tracts in the present plat are in excess of 5 acres and it is the intention of LDS, Inc., that all owners be permitted the maximum freedom of use possible of their individual tracts which do not infringe on the rights of the other owners. It is understood, however, that some of the tracts may be re-subdivided at some future date and,

NOW, THEREFORE, The following covenants and restrictions shall apply to any tract or lots consisting of less than five acres.

1. **TEMPORARY RESIDENCES:** No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, provided, however, for such use and location during the construction phase of the permanent dwelling and for short periods for vacation camping and vacation use.
2. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind, shall be raised, bred, or kept on any lot, except horses, dogs, cats, or other pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
3. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
4. **COUNTY, STATE, OR FEDERAL REGULATIONS:** All County, State or Federal regulations pertaining to public health, welfare, and land use must be complied with.

#### **PART C. GENERAL PROVISIONS**

1. **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 Custer County, Colorado, and shall automatically be continued thereafter for successive periods of ten years each; provided, however, that the owners of seventy-five percent 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 Custer 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.

2. Covenants 6 and 7 will remain in effect until the State or the County in which the property is located zones said property for a use incompatible with wildlife and wild recreational values.

3. ENFORCEMENT: Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

[signed]

[notarized]

**RECEPTION NUMBERS**

**Filing 1      104448**

**Filing 8      106449**

**Filing 9      106450**

**Filing 13     106451 & 106001**

**Filing 14     106452 & 106002**

**Filing 16     106453**

**Filing 17     106454**

**Filing 18     106455**

**Filing 19     106456**

