

DECLARATION OF PROTECTIVE COVENANTS

For McArthur Ranch, Filing No. 1

A subdivision of a portion of Section 20, T. 6S, R. 67W., in Douglas County, State of Colorado.

WHEREAS, Francam Enterprises, Inc., is the owner of the above described real property, it is its desire to maintain said real property as a first-class residential area, and do hereby for themselves, their successors, grantees or assigns, impose and establish conditions and protective covenants with respect to the above real property as follows:

- (1) No tract shall be used for any purpose other than Residential or Agriculture [sic] purpose. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single family dwelling with necessary garage and outbuildings, which may include a guest house. All buildings shall be built out of first-class building materials. Necessary buildings, corrals, water facilities and other structure, for the purpose of keeping permissible livestock, shall be permitted. No building or structure shall be constructed which will obliterate the view of any other existing dwelling. No solid fence shall be constructed in excess of six (6) feet in height.
- (2) No structure of a temporary nature, trailer, basement, tents, shacks, garage, barn or other outbuilding shall be used as a family dwelling; except that a furnished apartment in barn or garage building, or a guest house, may be permitted for hired help, or non-paying guests of the owners, provided there is a dwelling on said tract. In no event shall said additional dwelling be rented or used for any purpose other than bona fide guests or hired help of said owners.
- (3) The principal dwelling shall have a minimum fully enclosed ground area devoted to living purposes, exclusive of porches, terraces and garage, of 1200 square feet; except that where the said principal dwelling is a 1-½ or 2 story dwelling, the minimum may be reduced to 1000 square feet of ground floor area, providing that the total living area of the 1-½ or 2 floors is not less than 1400 square feet, except Tract No. 1, which has a minimum of 800 square feet.
- (4) No more than one residence is permitted per lot or tract as designated on recorded plat.
- (5) No building shall be permitted on any building lot nearer to the front building line set back than a minimum of 35 feet, or nearer than a minimum of 25 feet from the side lot line.

(6) Easements and rights of way are hereby reserved for bridle paths and for poles, wires, pipes, and conduits for lighting, heating, electricity, gas, telephone and any other utility service purposes, all of which shall be confined to a strip of land 10 feet in width along all of the side and rear tract lines of each building site. Within these easements, no structure, planting or other materials shall be placed, planted or permitted to remain which shall interfere with the flow of water through the drainage channels in the easements or cause any interference therewith. The easements areas of each lot shall be maintained continuously by the lot owners with the exception of easements designated for use as bridle paths. Any easement designated for use as a bridle path in conjunction with utilities shall not permit the construction of any fence, wall, plantings or structure of any type which will interfere in any way with maintaining a clear right of way in said easement, and maintenance of all bridle paths shall be by the local homeowners' association.

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(7) No noxious or offensive trade or activity shall be conducted upon any portion of the property, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the owner of any other portion of the property. Hunting of any kind on any part of the property is forbidden.

(8) No temporary structure or portion of any building, basement, garage, or dwelling shall be occupied as living quarters until the exterior of the building has been fully completed, and any building commenced must be fully completed within one year from the start of construction. No temporary structures of any character, trailer, mobile home, basement, shack, tent, garage or barn shall be used on any lot at any time as a residence.

(9) No sign of any type shall be displayed to the public view on any lot, except signs used to advertise the property for sale, and such sign shall not exceed six (6) square feet in area, and signs placed by the builder or developer offering the property for sale shall be permitted until the area has been completely sold out.

(10) Although this land is agriculturally [sic] zoned, there are certain types of animals which shall not be permitted; such as goats and swine. Dogs, cats and other household pets and grazing animals may be kept so long as they are not kept for commercial purposes.

(11) No portion of the property shall be used or maintained as dumping ground for rubbish, trash, garbage, junk cars, machinery, and other waste. Trash, garbage, and other waste shall be kept in sanitary containers. All incinerators and equipment for storage and disposal of such material shall be kept clean and sanitary.

(12) These covenants are to run with the land, shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive

periods of ten years, unless an instrument, signed by the majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

(13) A homeowners' association is hereby established to provide services not provided by governmental authorities. All owners of lots in Filing No. 1 of McArthur Ranch shall be members of said association and shall be entitled to one vote for each lot owned in the conducting of the affairs of said homeowners' association. The purpose of the association is to maintain existing roadways until January, 1969, and, thereafter, if necessary, and to provide maintenance of all bridle paths for the term of these covenants. Additional recreational improvements or facilities may be made by said homeowners' association; such as swimming pools, tennis courts, etc., upon unanimous vote of the then members of the association, at the time of the approval of said additional recreational facilities.

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(14) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants; either to restrain violation, or recover damages.

(15) Invalidation of any one of these covenants by judgment or court order shall in no wise [sic] affect any of the other provisions which shall remain in full force and effect.

FRANCAM ENTERPRISES, INC.

By _____
RENE CHOUZENOUX, President

ATTEST:

William E. Myrick, Secretary

