

PROTECTIVE COVENANTS OF ST. ANTON HIGHLANDS FIRST ADDITION

KNOW ALL MEN BY THESE PRESENTS, that John D. Hance, the owner of the following described real property situate in the County of Boulder and State of Colorado, to-wit:

St. Anton highlands First Addition, according to the recorded plat thereof,

for the use and benefit of himself and all persons claiming or to claim any part of said real property, by, through or under him, hereby declare, represent, agree, publish, restrict and covenant that the use, enjoyment and ownership of the above-described real property shall be and the same is hereby restricted, limited, conditioned and protected by the imposition of the following restrictions and limitations as hereinto set forth, to-wit:

1. LAND USE AND BUILDING TYPE: No part of the above-described real property shall be occupied or used by any one for other than residential purposes and no buildings site and/or ownership lot shall be smaller than one acre in size. No building shall be erected, altered, placed or permitted to remain on any lot or building site other than one detached single-family dwelling and a private garage for not more than three cars plus one guest house and a single car garage for the guest house. The main dwelling shall be erected prior to the guest house and all buildings must be completed within one year from the date of commencement of construction thereon.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure upon the building site have been approved by the Architectural Control Committee.

3. DWELLING SIZE: No building shall be erected, altered, placed or permitted to remain on any building site where the ground floor area of such dwelling is less than 640 square feet where the ground floor area of such dwelling is less than 640 square feet where the proposed use of such dwelling or the actual use thereof is as a year around facility or residence. No building or dwelling shall be erected, altered, placed or permitted to remain on any building lot where the ground floor area thereof is less than 400 square feet where the proposed use of such dwelling or the actual use thereof is as a seasonal dwelling or guest house. Dwellings of more than one story used as a year around facility shall have a ground floor area of not less than 640 square feet.

4. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, shack, or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. SANITARY FACILITIES: Sanctuary facilities shall be approved by local health authorities, and shall be within the dwelling house except for out-flow lines, cesspools, and leaching fields.

7. LIVESTOCK AND POULTRY: No animals, livestock, or poultry shall be raised bred, or kept on any lot, except that dogs, cats, other household pets, and horses may be kept thereon provided they are not kept, bred, or maintained for commercial purposes.

8. 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 storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No sign of any kind shall be displayed to the public view on any part of the above-described real property except one sign of not more than 6 square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or a dwelling during the construction and sale period. Anything to the contrary notwithstanding, John D. Hance reserves the right for a period of five (5) years from the date hereof to erect any and all signs he deems necessary and/or appropriate to advertise the development of this subdivision and for the purpose of assisting him and the sale, development and construction of improvements on any of the lots above contained or upon any of the grounds adjoining the subject real property at the time then owned by the said John D. Hance.

10. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of John D. Hance, Ella Mae Hance, and Lowell R. Scoggan, and the mailing address is 2400 28th Street, Boulder, Colorado 80302. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor therefore. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event that there are no remaining members

of said Architectural Control Committee either as a result of death, resignation, or otherwise, then and in that event a majority of the individual lot owners by number of lots may select successors to said committee in such instance only.

11. 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 submitted plans, designs and specifications within thirty (30) days after such 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, then such approval will not be required, and the related covenants shall be deemed to have been fully complied with.

12. TERM: The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding upon all parties and all personas claiming any part of the above-described property under said parties to these covenants for a period of 25 years from the date these presents are recorded in the office of the County Clerk and Recorder of Boulder County, State of Colorado, after which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the real property hereinabove described has been recorded in the office of said County Clerk and Recorder, agreeing to change said covenants in whole or in part.

13. ENFORCEMENTS: The owner or owners of any of the above-described real property may enforce the restrictions and limitation herein set forth by proceedings at law or in equity against any person or persons violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violation or to restrain such violation or attempted violation.

14. Severability: Invalidation of any one of these restrictions and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, John D. Hance has executed this document this 30th day of April, 1970.