

Amended and Restated Protective Covenants
of
St. Anton Highlands First Addition Association

These Amended and Restated Protective Covenants are made and adopted effective as of recording by the St. Anton Highlands First Addition Association (the "Association").

RECITALS

WHEREAS, John D. Hance of Urbana, Ohio, recorded that certain Declaration of Association on April 15, 1970 at Reception No. 940818 in the real property records of Boulder County, Colorado (the "Original Declaration"), and thereby created the planned community known as St. Anton Highlands First Addition, County of Boulder, State of Colorado; and

WHEREAS, John D. Hance of Urbana, Ohio, recorded those certain Protective Covenants of St. Anton Highlands First Addition on May 1, 1970 at Reception No. 942161 in the real property records of Boulder County, Colorado (the "Original Covenants"), and thereby imposed restrictive covenants upon the planned community known as St. Anton Highlands First Addition, County of Boulder, State of Colorado; and

WHEREAS, the Original Declaration and the Original Covenants encumber the real property subject to the plat recorded on April 24, 1970 at Reception No. 90941632 in the real property records of the County of Boulder, State of Colorado ("Plat"); and

WHEREAS, over the course of its existence, the members of the planned community have adopted various amendments to the Original Declaration and the Covenants, resulting in a variety of documents that must be considered to understand the community's obligations and operations; and

WHEREAS, the Original Covenants do not adequately provide for the Association's obligations; contain obsolete references; and do not align with current Colorado law or the Association's current needs; and

WHEREAS, the Original Covenants are hereby amended and restated in their entirety by these Amended and Restated Protective Covenants (the "Covenants"), which have been approved by the affirmative vote or agreement of Lot Owners of Lots to which more than fifty percent of the votes in the Association are allocated. Unless the Declaration is also amended, the Declaration remains in full force and effect notwithstanding the changes herein.

NOW, THEREFORE, it is hereby covenanted and reserved that each Lot Owner in St. Anton Highlands First Addition shall, by virtue of their ownership therein, comply with the covenants set forth herein.

ARTICLE I
DEFINITIONS

1. LOT - A physical portion of the planned community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the Declaration and/or the Plat (as defined in the Declaration).

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2. OWNER - Any person who holds record title to a Lot and excluding any person who has a security interest in a Lot.

ARTICLE II COVENANTS

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 building 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 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. 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 proposed use of such dwelling or the actual use thereof is as a year-round facility or residence. No building or dwelling shall be erected, altered, placed or permitted to remain on any 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-round facility shall have a ground floor of not less than 640 square feet.
3. 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.
4. NUISANCES – No noxious or offensive activity shall be approved carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. SANITARY FACILITIES – Sanitary facilities shall be approved by local health authorities, and shall be within the dwelling house except for out-flow lines, cesspools, and leaching fields.
6. LIVESTOCK & POULTRY – No animals shall be raised, bred, or kept on any lot, except the following are expressly permitted:

Household pets, including cats and dogs; and horses and other equine animals; and not more than 5 small livestock animals, including goats, sheep and llama. Swine, hogs and pigs are not permitted; and not more than 20 poultry, including chickens, turkey and other fowl. Roosters are not permitted.

All state and local regulations must be adhered to while keeping animals within the real property subject to the Covenants. The St. Anton Highlands First Addition Association and its governing board are not responsible for monitoring and/or enforcing governmental laws and/or regulations.

7. 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.

8. SIGNS – Up to five (5) total signs may be displayed on a given Lot at a given time. Signs may not exceed six (6) square feet in size and may not be placed in a manner or location that will result in the view of drivers on public roads being obstructed. Signs are governed by Colorado HB21-1310 and by Boulder County Land Use Code-Sign Ordinance- Article 13.
9. ENFORCEMENT – The owner or owners of any of the above-described real property may enforce the restrictions and limitations 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 for damages for such violations or to restrain such violations or attempted violation.
10. SEVERABILITY – Invalidation of any one of these restrictions and limitations herein set forth by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

ARTICLE III MISCELLANEOUS

1. AMENDMENTS – These Covenants may be amended from time to time by the affirmative vote or agreement of a majority of Owners of Lots to which the votes in the Association are allocated.
2. ENFORCEMENT – These Covenants run with the land in perpetuity and create personal obligations and lien obligations. The Association and any Owner may enforce the restrictions and limitations 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 for damages for such violations or to restrain such violations or attempted violation. The prevailing party in any action arising out of the interpretation, enforcement, or actions governed by this Declaration or any other Association document shall be entitled to an award of their costs and attorney fees.
3. WAIVER – No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
4. CONFLICT – These Covenants and all other Association governing documents are intended to comply with applicable requirements of the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act. If there is any conflict between the governing documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between these Protective Covenants and any other governing document, these Covenants shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws or Rules, the Articles of Incorporation shall control. In the event of any conflict between the Bylaws and the Rules, the Bylaws shall control.
5. SEVERABILITY – All provisions of these Covenants are severable. Invalidation of any one of these restrictions and limitations set forth herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

