

Reception # _____

DECLARATION OF PROTECTIVE COVENANTS

FOR

ARABIAN ACRES FOURTH FILING

A SUBDIVISION LOCATED PARTIALLY IN THE SOUTHWEST 1/4 OF SECTION 9, AND PARTIALLY IN THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 13 SOUTH, RANGE 70 WEST, OF THE 6TH PRINCIPLE MERIDIAN, TELLER COUNTY, STATE OF COLORADO.

SAID PARCEL ALSO BEING PORTIONS OF THAT REAL PROPERTY DESCRIBED IN DOCUMENTS RECORDED AS DRAWER 7, CARDS 1567 A-B, CARD 1568 AND DRAWER 9, CARDS 1124 A-B, CARD 1125 - RECEPTION # 220930 (MARCH 20, 1973). MORE PARTICULARLY DESCRIBED IN WARRANTY DEED FILED JUNE 26, 1998, RECEPTION # 478124, OF THE RECORDS IN AND FOR SAID COUNTY AND STATE.

WHEREAS, The Developer, Frances I. Rupp, desires to place certain restrictions on said premises for the use and benefit of herself and her Grantees, in order to establish and maintain such premises as a carefully protected residential community.

NOW, THEREFORE, for herself and her Grantees, she hereby publishes, acknowledges, and 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 said lots, that she owns and holds said above-described lots subject to the following restrictions, covenants and conditions, all of which shall be deeded to run with the land and to inure to the benefit of and be binding upon the buyers/owners at any time of any, of the said lots, their heirs, personal representatives, successors and assigns, to wit:

PART A. SPECIAL AGREEMENTS:

As part of the consideration for the sale of real estate as provided on the contract attached hereto, it is specifically agreed by the parties, that,

- 1. Buyer/Owner agrees not to deface the area or cut timber from the premises except as may be necessary to clear land for original construction, upon approval of the Architectural Control Committee (See Part B - # 2 below).

Buyers shall also furnish at their expense, all required permits and culverting according to Teller County Road and Bridge Dept. criteria for private access roads to the property described in contract attached hereto.

- 2. Developer reserves from all lots in said subdivision a right-of-way or easement for the installation and maintenance of water lines, power lines, telephone transmission lines, and any and all utilities, at such points as indicated on recorded plat. Typically all easements will run along all front, side, and rear lot lines, with said easements being a total of 20' in width, with each lot bearing an equal 10' width of said easements. Where no contiguous, shared lot lines exist, such as front or streetside lot lines or lot lines shared with pre-existing properties, said easements will bear and exist solely on the newly created subdivision lot in the complete width of 20'.

PART B. RESIDENTIAL AREA COVENANTS:

- 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of not less than 1600 square feet and a private garage for not more than three cars specifically. No outside toilets, permanent trailer homes, modulars, or manufactured homes will be permitted.

- 2. ARCHITECTURAL CONTROL: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot without approval of the Architectural Control Committee. No trees may be cut or driveways installed until the construction plans, survey, specifications and plot plan showing the location of the structure and trees to be removed has been approved in writing by the proper representative of the Architectural Control Committee. This will ensure the quality of workmanship and materials,

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Connie Joiner, Clerk & Recorder, Teller County, Colorado

harmony of external design with existing structures and the topography and finished grade elevations. There will be a thousand dollar (\$1000) fine for any trees cut or driveways installed prior to approval. Buyer/owner must have approval or denial thirty (30) days after submittal to the Architectural Control Committee.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 25' to the front or street lot line. In any event, no building shall be located on any lot nearer than 15' to the side lot line, nor nearer than 20' to any side lot line where easement conditions dictate (see PART A. - # 2.). Furthermore, no building shall be located nearer than 30' to any rear lot line or as regulated by Teller County Codes.

4. TIME OF CONSTRUCTION: Once construction is commenced, it must be completed within 12 months.

4a. TEMPORARY RESIDENCES: No basement, shed, tent, trailer or trailer house, or structure of a temporary nature may be used as temporary or permanent living quarters. This covenant does not preclude vacation camping in tents, trailers or campers on a seasonal basis.

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

6. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more than standard size (2' x 3'), or as used by a builder or real estate agent to advertise the property during the construction and sale period. There are to be no directional real estate signs at the entrance of Arabian Acres other than temporary "open house" signs which must be removed at the end of each day.

7. LIVESTOCK AND POULTRY: No livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for one horse, dogs, cats, or other small household pets, or as regulated and in conjunction with Teller County codes. Domestic pets may be kept provided they are not bred or maintained for any commercial purpose. No dogs shall be allowed to roam free within the subdivision. A fine of \$50.00 for the first offense, \$100.00 for the second offense, and \$150.00 for any additional offenses thereafter. This code will be strictly enforced by the Property Owners Association.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be allowed to be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Property Owners Association has the right to clean up any lot that has been used as a dumping ground for rubbish if the property owner fails to clean it up within 30 days after notice has been given. The POA has the right to charge any expenses back to the owner and, in fact, to place a lien against the property for expenses incurred.

9. FIREARMS: Absolutely no hunting or discharging of firearms shall be allowed within the subdivision unless proven by law enforcement officials to be a life threatening situation. A one thousand dollar (\$1000.00) fine shall be issued for failure to comply with this covenant.

PART C. GENERAL PROVISIONS:

#1
1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. 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.

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

4. The Developer or her successor reserves the right to waive in writing the application of any of the above restrictions, obligations and reservations in any instance where exceptional circumstances or conditions exist, as determined by the sole discretion and sound judgement of the said Developer, and in such event the restriction, obligation or reservation so waived shall have no application in such instance.

#2

5. Arabian Acres Property Owners Association is a mandatory membership for homes or property sold or exchanged after January, 1998. Dues and interest will be accrued and a lien will be placed against the property should the then buyer/owner not join the Association as required. Association initiation fee is currently \$50.00 and the yearly dues are currently \$50.00 per year.

Signed and delivered this 15th day of JULY, 1999

Frances I. Rupp
Frances I. Rupp

STATE OF COLORADO]
COUNTY OF TELLER]

ss The foregoing instrument was acknowledged before me

this 15th day of July 1999
by Frances I. Rupp

Witness my hand and official seal.

My commission expires _____

My Commission expires April 14, 2002

Valerie V. Brown
Notary Public

