

## PROTECTIVE COVENANTS

### SAGE PORT FILING #2

KNOW ALL MEN BY THESE PRESENTS: The undersigned, Colorado Western Development Co., a Colorado Corporation, being the owner of a parcel of land situated in the County of Douglas, State of Colorado, more particularly described as follows: SAGE PORT FILING NO. 2, Except Lot 4, Block 11.

NOW THEREFORE, In consideration of the acceptance hereof by the purchasers and grantees, their executors, administrators, successors and assigns and all persons or concerns claiming by, through or under such grantees of deeds to lots in said tract of land, said Colorado Western Development Co. hereby declares to and agrees with each and every person who shall be or who shall become owners of any of said lots in addition to the ordinances of the County of Douglas, State of Colorado, shall be and are hereby bound by the covenants set forth in these presented and that the property described in these restrictions shall be held and enjoyed, subject to and with the benefit and advantage of the following restrictions, limitations, and agreements, to-wit:

**ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any building site until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and type of materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevations.

Should the Architectural Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract within the Subdivision within 30 days after written request, therefore, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain on any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Architectural Control Committee from enforcing these provisions.

At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said building, and the same shall be completed within a maximum period of nine months time from the date of commencement, excepting however, that this period may be enlarged by an additional three months period if said extension is made necessary by reasons of inclement weather, inability to obtain material, strikes, acts of God, etc.

**ARCHITECTURAL CONTROL COMMITTEE: MEMBERSHIP.** The Architectural Control Committee is composed of Wilfred Magnan, Dennis Nuttall, George Parsons. (*updated 5/07/2018*)

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, to increase or decrease its number, or to withdraw from the committee or restore to it any of its power and duties.

**DWELLING SIZE;** The dwelling house shall occupy a floor area of actually and fully enclosed building having a minimum of 1500 square feet. In computing such minimum area, the area of open porches, carports and garages shall not be included. Upon erection of a dwelling upon any plot, there shall be kept and maintained within 25 feet of the front or side street of the dwelling a 75 watt mercury vapor light unit, with photo cell, mounted 8 feet above the ground. Such light shall be kept burning at all times during the hours of darkness.

**BUILDING LOCATION.** No building shall be located on any building site nearer than 30 feet of the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 20 feet to an interior building siteline. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part to a building, provided, however that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site. The Architectural Control Committee may change building location, and minimum setback requirements when unusual circumstances prevail. No further subdivision or re-subdivision of any tract or combination of tracts as shown on this plat shall be permitted without the express approval of the Architectural Control Committee.

**EASEMENTS.** Party of the first part for itself, its successors and assigns, reserves the right to grant in the plat of the Subdivision easements 10 feet in width along each lot line (total width 20 feet) for installation and main-

tenance of utilities. No shrubbery, trees, or plantings shall be placed on said easements. No building or structure of any kind shall be built over or across said easements, but such easements shall remain open and readily accessible for service and maintenance of utility facilities unless terminated in the manner provided in said plat or by other appropriate proceedings. These easements are in addition to other easements shown in the plat.

**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, and no used structure of any sort shall be moved onto any lot.

**WATER AND SANITATION.** All sewage disposal systems placed on any lot shall comply with the requirements of the State of Colorado Health Department and the Health Department of Douglas County, Colorado. Any residence constructed on any lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the Subdivision, unless a temporary variance is granted by the Subdivision due to such service not being available to such lot.

**CLEARING OF TREES.** Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees on any tract, further each and every grantee agrees that all the trees cleared by him will be disposed of in such a way that all tracts, whether vacant, or occupied by dwellings, shall be kept free of accumulations of brush, trash or other material which may constitute a fire hazard or render a tract unsightly, provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their tracts.

**PRIVATE AUTOMOBILES.** No inoperative private automobiles shall be placed and kept on any lot more than 48 hours unless stored or parked in a garage or carport.

**NUISANCE.** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that professional offices such as that of a lawyer, doctor, dentist or engineer may be maintained within the main dwelling upon specific approval by the Subdivision in each case.

**REFUSE AND RUBBISH.** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as dumping ground for rubbish. All containers or other refuse shall be kept in a clean, sanitary condition. Burning of trash will not be permitted.

**SIGNS.** No sign of any character shall be displayed or placed upon any of the premises of tracts except house numbers and occupants name. All permissible signs and mail boxes will be of a standard design and approved by the Architectural Control Committee.

**ANIMALS.** No animal, livestock or poultry of any kind shall be housed, raised, or kept on any tract or property, either temporarily or permanently, except that commonly accepted domestic household pets may be kept, provided that they are not kept or maintained for any commercial purpose.

**COMMERCIAL VEHICLES.** No commercial vehicles and no trucks shall be stored or parked on any lot except in a closed garage, nor parked on any residential street or alley except while engaged in transportation to or from a residence. For the purpose of this covenant a <sup>3</sup>/<sub>4</sub> ton or smaller vehicle, commonly known as a pickup truck and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck.

**DURATION OF RESTRICTIONS.** The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed by Colorado Western Development Co., running with the land and shall remain in full force and effect for 25 years from the date hereof, at which time they shall automatically extend for successive years of 10 years each unless by a vote of the majority of the then owners of the residential tracts of this Subdivision it is agreed to change them in whole or in part.

**ENFORCEMENT.** In the event of a breach of any of the foregoing covenants or conditions on behalf of any of the grantees, their heirs or assigns, it shall be lawful for the grantors as well as the owner or owners of any lot or lots in the area to institute, maintain and prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants or restrictions contained herein for injunctive relief and specific performance thereof or to recover damages for the violation thereof.

Invalidation of any of these covenants by judgment or court shall in no way effect any of the provisions which shall remain in full force and effect.