

Recorded Dec. 2, 1968 at 10:31 O'clock A.M.
 Reception No. 176328. Marjorie M. Richardson, Recorder

DECLARATION OF PROTECTIVE COVENANTS

FOR

ELK CREEK MEADOWS SUBDIVISION, FILING NO. TWO

ELK CREEK MEADOWS, LTD., ("Grantor"), a Colorado limited partnership of which EAGLE COUNTY DEVELOPMENT CORPORATION, a Colorado corporation is the general partner, is the owner of all that real property within the subdivision named Elk Creek Meadows, Filing No. Two, in Park County, Colorado, the plat of which was filed with the Clerk and Recorder of Park County, Colorado, on December 2, 1968 10:30 A.M. under reception number 176327 and filed in the Map Book.

Grantor hereby makes and declares the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

1. DEFINITIONS: As used herein, the following words and terms shall have the following meanings:

- Subdivision - Elk Creek Meadows, Filing No. Two.
- Lot - A lot within Elk Creek Meadows, Filing No. Two which may be used for residential purposes.
- Multiple Family- Residential Lot - A lot which can be used for residential purposes only and upon which only one dwelling building, containing not more than two apartments, together with one outbuilding may be constructed.
- Outbuilding - An enclosed, covered building to be used as a garage or for other storage purposes not directly attached to the main structure which it serves.

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.

3. USES: Each lot in the subdivision shall be a multiple family residential lot; provided, however, that upon any four adjacent lots a condominium, townhouse or other apartment building may be constructed if written approval of Grantor is first obtained.

4. APPROVAL OF CONSTRUCTION PLANS: No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications (including, but not limited to, the floor, elevation, plot and grading plans; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to Grantor and by it approved in writing.

At the time plans and specifications are submitted to Grantor for its approval, the person or persons submitting such plans and specification shall also submit to Grantor evidence satisfactory to Grantor that the Public Health Department of the State of Colorado

or the appropriate official of Park County, Colorado has approved the complete plans and specifications of such person or persons for an individual sanitary sewage disposal system.

Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

In passing upon all such plans and specifications, Grantor shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring lots. Grantor agrees to use reasonable judgment in passing upon all such plans and specifications, but Grantor shall not be liable to any person for Grantor's actions in connection with submitted plans and specifications, unless it be shown that Grantor acted with malice or wrongful intent.

5. EASEMENTS: Easements and rights of way are hereby reserved as shown or described on the recorded plat of the subdivision. There are in addition easements reserved in the right of way of each road for water and all other utilities.

6. FENCES: No fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any lot, except such fences or walls as may be approved by Grantor as an integral or decorative part of a building to be erected on a lot.

7. SIGNS: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any lot for any purpose whatsoever, except such commercial signs as have been approved by Grantor for identification of residences.

8. WATER: Each structure designed for occupancy or use by human beings shall connect with water facilities made available at any time in the future by Grantor. No private wells shall be used as a source of water for human consumption or irrigation.

9. TRASH: No trash, ashes or other refuse shall be thrown or dumped on any land within the subdivision. There shall be no burning of refuse out of doors except in incinerators installed with the approval of Grantor. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

10. LIVESTOCK: No animals, livestock, horses or poultry (except dogs, cats and other pets for household enjoyment and not for commercial purposes) shall be kept, raised or bred in the subdivision.

11. TREES: Trees naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the properties, except that Grantor may approve some thinning or trimming if it seems desirable.

12. SET BACK REQUIREMENTS: There shall be no general rule for the location of improvements with relation to property lines, but all actual construction sites shall receive the advance approval of Grantor.

13. LANDSCAPING: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but Grantor may approve construction of gardens, lawns and exterior living areas.

