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Filed for record May 9th, 1975 at 10:00 A. M.

W. L. Johnston, Recorder

DRAWER 16 CARD 1108A

WESTERN REALTY & DEVELOPMENT CORP., A COLORADO CORPORATION

To Whom It May Concern:

Part A. Preamble and Area Application

Know All Men By These Presents:

That, WHEREAS the Declarant Western Realty & Development Corp., a Colorado Corporation, is the Owner of all the following described property situate in the County of Teller and the State of Colorado to-wit:

All of the lots shown on the recorded plat of Florissant Heights Subdivision No. 3.

And WHEREAS, it is desired by the said declarant to maintain said above described property as a high-class residential subdivision, and deemed proper and necessary for the mutual protection and benefit of said property and for the Owner of said property and all future owners of the tracts in said subdivision and all persons claiming by, through or under them:

NOW, THEREFORE, Western Realty & Development Corp., a Colorado Corporation, as Owner of the aforesaid real property, does hereby declare that all right, title and interest in and all of the property above described shall be subject to the covenants and conditions as hereinafter set forth.

Part B. Residential Area Covenants, to apply to all the Lots shown on the recorded plat of Florissant Heights Subdivision No. 3, zoned R-1 M.

1. No Lot shall be used except for residential purposes, except that one or more lots may be used for the erection of a country club, community center, or other similar establishments for the benefit of all of the owners in Florissant Heights.

2. There shall be no further subdividing or resubdividing of any lot within the area covered by these covenants unless by the prior approval of the Developer.

3. No building or mobile home shall be erected, placed, or altered on any lot until the construction plans and specifications and plot plan have been approved by the Architectural Control as appointed by the Developer, as to conformity and harmony of external design with existing structures and planned structures in the subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

4. In the event the subdivider fails to approve such plans or designs within thirty days after said plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with to the extent that approval of the subdivider is required.

5. There shall be no restriction as to how soon from date of purchase, construction must start, but once construction of any dwelling or out-building is started, the exterior must be completed on or before a twelve month period has elapsed.

6. No structure of a temporary character, basement, tent, shack, garage, barn, or any out-building shall be used on any Lot

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at any time as a residence, either temporarily or permanently. (Trailers and campers may be parked on lots only after written permission by the Developer or successor Committee.)

7. No noxious or offensive trade or activity shall be conducted within the subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste, except when kept in sanitary containers which shall be disposed of promptly. Every precaution shall be taken against fire hazard. No outside toilet facilities without removable containers shall be used.

9. No residential type structure shall be erected or permitted on any lot with less than 600 sq. ft.

10. No building of any kind whatsoever shall be erected within 25 feet of front property line. Front property line shall be any line abutting on any public road.

11. No sign of any type shall be displayed to public view on any lot, except one sign of not more than one square foot, advertising the property for sale or rent, and which sign has been approved by the Developer, except an additional sign of not more than one square foot for the purpose of identifying lots and designating owners may be placed on each homesite.

12. A culvert shall be installed in ditch of driveway to site by purchaser, where required for adequate drainage.

13. No individual sewage disposal system shall be permitted on any lot until specifications therefore have been approved by the Subdivider, and such system is designed, located and constructed in accordance with requirements, standards and recommendations of the United States Forest Service, the Colorado Department of Public Health, and the ordinance, rule and regulation of Teller County Board of County Commissioners.

14. Well water shall be used for domestic in house only and no such water shall be used for irrigation for crops, lawns, or gardens or for stock watering.

General Provisions

These covenants shall run with the land, and shall bind all parties and all persons claiming under them for a period of ten years, at which time they shall be automatically extended for successive 5-year periods, unless by a vote of the majority of the owners of the lots said covenants are then changed in whole or in part. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Executed in behalf of owner by G. L. Scarborough, President, and Betty R. Martin, Secretary, with corporate seal affixed.

Attest:

Western Realty & Development Corp.

By Betty R. Martin
Secretary

By G. L. Scarborough
President

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State of Colorado
County of El Paso

The foregoing instrument was acknowledged before me this 7th day of May, 1975, by G. L. Scarborough as president and Betty R. Martin as Secretary of Western Realty & Development Corp., a Colorado Corporation.

Witness my hand and official seal.
My commission expires April 2, 1979

John H. Kasey Notary Public