

File No. 6900

PROTECTIVE COVENANTS
OF
DEER MOUNTAIN ESTATES

WHEREAS; GERN ENTERPRISES, INC. is the owner and developer of certain lands situated in Routt County, Colorado, and known and designated as DEER MOUNTAIN ESTATES Filing No. 1; and

WHEREAS, said owner desires to maintain, establish and secure the enforcement of uniform protective covenants upon the usage and development of lots within the said Deer Mountain Estates for the benefit of itself and its respective grantees, successors and assigns.

NOW THEREFORE, there are hereby created, declared and established in the said Deer Mountain Estates Filing No. 1, Routt County, Colorado, the following protective covenants, easements, reservations and requirements upon all lots and other lands within said subdivision. Said protective covenants, easements, reservations and requirements shall run with the land and all are for the benefit of each owner of land in such subdivision, or any interest therein and shall inure to and pass with each and every parcel of such subdivision and shall bind the respective successors in interest of the present owner thereof.

1. ARCHITECTURAL CONTROL: All plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall or structure to be erected upon any lot and the proposed location thereof upon any lot and any changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building, road, driveway or other structure upon any lot in said premises, shall require the approval in writing of the reversionary owner. Before beginning the construction of any road, driveway, building, fence, wall or other structure whatsoever, or remodeling, reconstruction or altering such road, driveway or structure upon any lot, the person or persons desiring to erect, construct or modify the same shall submit to the reversionary owner two complete sets of road or driveway plans, showing the locations

course and width of the same, or two complete sets of building plans and specifications for the building, fence, wall or other structure as is applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans, elevations and specifications of which have not received the written approval of the reversionary owner and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway or other structure is contemplated, prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved, shall be made without the prior written consent of the reversionary owner.

The reversionary owner shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

The reversionary owner may waive such provisions contained in these covenants as he deems appropriate. In passing upon any plans and specifications submitted to it, the reversionary owner shall consider

- A. Suitability of the improvement and materials of which it is to be constructed to the site upon which it is to be located,
- B. the nature of adjacent neighboring improvements,
- C. the quality of the materials to be utilized in any proposed improvement, and
- D. the effect of any proposed improvement on the outlook of any adjacent or neighboring property.

It shall be an objective of the reversionary owner to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired.

2. LAND USE AND BUILDING TYPE: Such lots and each and every one thereof, are for single family or two family residential purposes only. Provided, however, that a two family residential structure shall be limited to one structure only. No building or structure intended for or adapted to business purposes and no apartment house, lodging house, rooming house, hospital, sanitorium, or doctor's office or other multiple family dwelling other than as specified herein, shall be erected, placed, permitted or maintained on such premises or any part thereof. No building shall be erected or placed on said premises except a residence, appurtenant garage, guest house and such outbuildings as the reversionary owner shall determine in its sole discretion to be directly incidental to residential use. No lot shall be re-subdivided into smaller lots or conveyed or encumbered in less than full and original dimensions as originally conveyed by the reversionary owner executing these covenants.

3. DWELLING SIZE: No dwelling shall be erected on any lot or parcel unless it shall have a minimum, fully enclosed habitable floor area devoted to living purposes exclusive of porches, terraces and garages, of 1,000 square feet. No guest house shall be erected on any lot or parcel unless it shall have a minimum, fully enclosed, habitable floor area devoted to living purposes exclusive of porches, terraces and garages, of the following square footage:

For a guest house in conjunction with a residence of under 1,500 square, a minimum square footage of such guest house shall be one-half that of the principal residence and for a principal residence of over 1,500 square feet, the minimum square footage of the guest house shall be two-thirds that of the principal residence, provided that the minimum square footage as determined above for any guest house shall be 600 square feet.

4. SETBACK LINES: There shall be no minimum setback requirements for any building, structure, fence, hedge, outbuilding or appurtenance of any nature, it being the intention of the reversionary owner to make setback determinations according to the criteria set forth in Paragraph 1.

5. TEMPORARY STRUCTURED: No temporary structure, including but not limited to excavation, basement, trailer, modular mobile home, or tent, shall be permitted on said premises, except as may be authorized by the reversionary owner, if necessary for construction. This provision shall not limit the right of any lot owner to keep any horse trailer on his lot.

6. CONTINUITY OF CONSTRUCTION: All structures commenced within the boundaries of the said DEER MOUNTAIN ESTATE shall be prosecuted diligently and shall be completed within twelve (12) months within date of commencement of construction, excepting only with written consent of the reversionary owner.

7. EASEMENTS: Easements for installation and maintenance of utilities, drainage facilities, roads, pedestrian walkways, bridle paths and other reserved areas, are and will be reserved as shown on the recorded map and plat of said subdivision. Within said easements, no structure, planting or other material shall be placed or permitted to remain, which might damage or interfere with the installation and maintenance of any of such reserved areas. The easement area of each site and all improvements in it, shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible. No easement of any type whether road or path, shall at any time be used for cattle or livestock drives.

8. SURFACE WATER AND DRAINAGE: GERN ENTERPRISES, INC.

hereby reserves the rights to water that may be appurtenant to said premises or that may have been heretofore used in connection therewith, together with the right to change the point of diversion and the place of use thereof and to use all natural drainage courses transversing the property for the purpose of conducting surface water that may drain from other properties. This provision includes any adjudicated or unadjudicated springs located on said property.

9. SANITATION: All residence structures and guest houses erected, altered, placed or permitted on any lot or parcel shall be provided with at least one kitchen sink and one flush type toilet, to be installed inside the structure, a water well and an improved sewer disposal system installed in accordance with the Colorado State Board of Health Standards and Regulations. No outside toilet or pit privy shall be allowed on any lot or parcel.

10. GARBAGE AND REFUSE DISPOSAL: No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, refuse or obnoxious or offensive material shall not be permitted to accumulate on any site. Each resident shall be responsible for periodic removal of this trash, garbage and rubbish at sufficient intervals so that no site shall become unsightly. The burning of trash, garbage and rubbish shall be prohibited. Fly tight containers shall be required for the storage of garbage and refuse, pending its removal and disposal.

11. NUISANCES: No lot shall be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. Neither the provisions contained in this paragraph or in Paragraph 10, shall preclude the use of fireplaces in residences or exterior fireplaces for the burning of

wood or wood products. No lot shall be used in whole or in part for public gatherings, concerts or other open public activities without the consent of all adjoining property owners and the consent of the reversionary owner.

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or parcel.

13. SIGNS: No billboards, sign boards or unsightly objects of any kind shall be maintained or permitted on said premises except with prior written approval of the reversionary owner.

14. TREES: No tree shall be cut on or removed from said premises except with prior written approval of the reversionary owner.

15. LIVESTOCK AND POULTRY: No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot or parcel, except that this restriction shall not apply to horses, dogs, cats or other household pets which may be kept thereon provided they are not bred, kept or maintained in quantity or for any commercial purpose. The number of horses kept on any one lot shall be as follows:

Three horses for three or four acre lots and

Four horses for lots larger than four acres.

Such horses, dogs, cats or other household pets shall be kept within the fenced lot or a portion thereof, except when under control of the owners thereof. Any stud horse or horses kept on any lot shall be fenced separately or in such a manner that it does not have access to the outer boundaries of such a lot.

16. FIREARMS: No firearms shall be used or discharged within this subdivision.

17. ROADS: Roads providing access to the lots in this subdivision are as shown on the recorded map and plat of said property. Any private roads and driveways shall be constructed and maintained by the lot owner and such private roads and driveways shall be constructed with proper drainage and necessary culverts pursuant to Paragraph 1. Snow removal on any private road and driveway upon any lot shall be done in such a manner so that the roads as shown on the recorded map and plat of said property shall not be blocked or the drainage thereof impaired.

18. FENCES: The construction and maintenance of any fences or corrals shall be subject to Paragraph 1 and the materials therein shall be limited to cedar or pine fence posts and smooth wire, woven wire or split wood type railing. Use of barbed wire on any of the lots is limited to a single strand at the top of the fence, with the exception of fences about the periphery of the subdivision.

19. PARKING: No vehicles shall be parked or kept on any of the roads as shown on the recorded map and plat of said property, it being the obligation of each lot owner to provide proper parking on his lot to accommodate himself and his guests or tenants.

20. SAFETY: Driving of vehicles and riding of horses upon any of the easements or reserved areas or roads as shown on the recorded map and plat of said property shall be done in a reasonable manner so as not to constitute an annoyance or nuisance in the neighborhood. Motor vehicles shall be operated at a 25 mile per hour maximum or as posted on any of the roads or premises within said subdivision.

21. TANKS: Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or enclosed sufficiently to conceal them from the view from neighboring lots, roads or streets. All clotheslines, garbage cans, equipment, coolers, wood piles or

storage piles shall be enclosed so as to conceal them from the view of neighboring lots, roads or streets. Plans for all enclosures of this nature must be approved by the reversionary owner prior to construction, as provided in Paragraph 1.

22. COMMERCIAL VEHICLES: No commercial vehicle, construction or like equipment, including but not limited to trucks and trailers of any kind, shall be permitted on any lot of the subdivision unless first approved by the reversionary owner and kept in a garage completely enclosed.

23. SEVERABILITY: Invalidation of any one or more of these covenants by judgment by court order shall in no wise affect any of the remaining covenants or provisions which shall remain in full force and effect.

24. ENFORCEMENT: Enforcement may be initiated by the reversionary owner or by any property owner within said Deer Mountain Estates and shall be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any of these covenants, either to restrain such violation or to recover damages for violation of the same.

25. DURATION: The provisions of these protective covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date they are recorded, after which time said protective covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the sites has been recorded, agreeing to terminate said protective covenants or change them in whole or in part.

26. REVERSIONARY OWNER: The reversionary owner herein mentioned is GERN ENTERPRISES, INC. and assigns. The reversionary owner shall have the right to grant and convey all his rights to enforce these protective covenants, easements, reservations, and requirements to an Deer Mountain Estates Association provided one is formed, at such time as in the sole judgement of the reversionary owner, such association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, such association shall have and shall succeed to all rights and duties with the same powers as if the association had been named as reversionary owner herein.

IN WITNESS WHEREOF, GERN ENTERPRISES, INC. has caused these presents to be signed in its name by its president and its corporate seal affixed, attested by its secretary this 28th day of February, 1970.

GERN ENTERPRISES, INC.

By Peter O. Ernst
President

ATTEST:

Robert J. Greene
Secretary

STATE OF ILLINOIS
COUNTY OF KANE

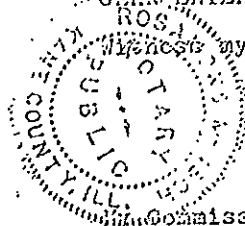
SS.

THE FOREGOING instrument was acknowledged before me this 28th day of February, 1970, by Peter O. Ernst as President and Robert J. Greene as Secretary of

GERN ENTERPRISES, INC.

Witness my hand and official seal.

Rosamund Mersel
Notary Public



Commission Expires: May 12th, 1972