

DECLARATION OF PROTECTIVE COVENANTS

FOR

Unit 4 of SURREY RIDGE, a subdivision of a
portion of Section 27, T.6 S., R. 67 W., of the 6th P.M., in Douglas County, State of Colorado

WHEREAS, Equestrian Properties, Inc. is the owner of the above described real property, it is their desire to maintain said real property as a first class residential area, and do hereby, for themselves, their successors, grantees or assigns, impose and establish conditions and deed restrictions with respect to the above real property as follows:

1. **BUILDING SITE:** A building site hereinafter referred to as lot, for the purpose of these covenants is an area upon which a dwelling shall be erected containing a minimum square foot are as stipulated further in these covenants. Further that no lots shall be re-subdivided or split without the written approval of the Architectural Committee referred to herein.
2. **LAND USE:** No lot shall be used except for residential purposes. No building shall be erected, placed or altered or permitted other than a single family residence with an attached garage. One shelter or stable for horses not to exceed 600 square feet in area will be permitted.
3. **ARCHITECTURAL CONTROL:** No building, wall, fence or other structure shall be erected, placed, altered or permitted on any lot until construction plans and specifications showing the kind of materials, shape, height, floor plans and exterior design have been submitted to and approved in writing by the Architectural Control Committee as to the workmanship, quality of materials and harmony of design with existing structures. All buildings, residences and accessory buildings shall have hand split cedar shake shingles on all roofs unless otherwise approved in writing by the Architectural Control Committee. No fence or exterior wall shall be erected, placed or altered on any lot nearer to any street than the building set back line and shall not exceed 6 feet in height. All fences other than wood must be approved by the Architectural Control Committee. Approval shall be as provided for in the following paragraph setting forth the duties of the Architectural Control Committee. All exposed concrete walls, concrete blocks and other unsightly surfaces must be stuccoed, veneered or otherwise shielded from view.
4. **DWELLING SIZE:** No dwelling shall be erected, placed or altered on any lot having a square footage area of less than 1,500 square feet of finished living area on one floor, except, when such home is a multi-level, then fifty percent credit will be allowed toward the required 1,500 square feet of finished living area for the portion of a lower level when the finished floor of such is not more than 3 feet below the finished exterior grade. No credit will be allowed for any finished area or basement having a finished floor more than 3 feet below the finished grade.
5. **BUILDING LOCATION:** No building shall be permitted on any building lot nearer to the front building line set back than a minimum of 35 feet, or nearer than a minimum of 25 feet from the side lot line except in such case where the contour of any lot or existing natural foliage interferes with the construction of a residence on any lot, then a minimum distance of 40 feet between any two buildings on adjacent lots shall apply but approval of the Architectural Committee shall be required in accordance with the provisions in Paragraph 3 of these deed restrictions and covenants.
6. **EASEMENTS:** Easements for installation and maintenance of utilities, drainage, and bridle paths as shown on the recorded plat shall be reserved as shown on said plat. Within these easements, no structure, planting or other materials shall be placed, planted or permitted to remain which shall interfere with the installation or maintenance of utilities, or which may change the flow of water through the drainage channels in the easements or cause any interference therewith. The easements areas of each lot shall be maintained continuously by the lot owners with the exception of easements designated for use as bridle paths. Any easement designated for use as a bridle path in conjunction with utilities shall not permit the construction of any fence, wall, plantings or structure of any type which will interfere in any way with maintaining a clear right of way in said easement, and maintenance of all bridle paths shall be by the local homeowners' association.

*in the original, the number 7 was not used and it skipped to 8.

7. **NUISANCE:** The owner of any lot shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon in any dwelling, other building on the lot or on the vacant portion of the lot. All vehicles, camper trailers, campers and trailers must be kept garaged or shielded from view. No building materials may be stored on any site unless construction is in progress under protective covenants herein. No junk cars may be parked or stored on any site.
8. **TEMPORARY STRUCTURES:** No temporary structure or portion of any building, basement, garage or dwelling shall be occupied as living quarters until the exterior of the building has been fully completed and any building commenced must be fully completed within one year from the start of constructions. No temporary structures or temporary in character trailer, mobile home, basement, shack, tent, garage, or barn shall be used on any lot at any time as a residence.
9. **SIGNS:** No sign of any type shall be displayed to the public view on any lot except signs used to advertise the property for sale and such sign shall not exceed six (6) square feet in area, and signs placed by the builder or developer offering the property for sale shall be permitted until the area has been completely sold out.

10. OIL AND MINERAL OPERATIONS: No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted on any lot. No derrick or other structure for use in boring for oil, natural gas may be erected or maintained on any lot.
11. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except cats and dogs. Other household pets and saddle horses may be permitted provided they are not kept or bred for commercial purposes and further that such household pet or pets shall be restrained from doing anything which may be or become an annoyance or nuisance to neighbors or the neighborhood. No more than 2 horses may be kept or maintained on a single lot.
12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Any containers or equipment used for storage or disposal of any waste shall be kept in a clean sanitary condition. Refuse cans and/or clotheslines shall be shielded from view at all times.
13. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall or shrub planting which obstructs the view between 2 feet and 6 feet high about the roadways shall be placed or permitted to remain on any corner lot in an area formed by a radius on the inside of the corner which would make a circle of 40 feet, unless the foliage line is maintained at a sufficient height as not to obstruct such sight lines.
14. NATURAL FOLIAGE: No natural foliage or trees may be removed, destroyed, cut down or mutilated on any lot or wilderness area unless said foliage is in violation of the provisions in Paragraph *13 of these covenants or when such foliage shall interfere with the construction of a residence or installation of utilities on any lot, then approval of the architectural committee shall be required.
15. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of: Tibor C. Gartner, Genessee Gulch, Colorado; Frank A. Randell, Littleton, Colorado; and J. F. Devila, Surrey Ridge, Colorado. 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 member shall have the authority to designate a successor. Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the authority through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. A majority of the committee must approve in writing all construction for subject real property.
16. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in the event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
17. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.
18. ASSOCIATION: A homeowners' association is hereby established to provide services not provided by governmental authorities. All owners of lots in filings 1, 2, 3 & 4 of Surrey Ridge, shall be members of said association and shall be entitled to one vote for each lot owned the conducting of the affairs of said homeowners association. No trees or any other planting may be removed from any wilderness area unless written permission has been obtained from the association.
19. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages.
20. SEVERANCE: Invalidation of any one 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.
21. These covenants are intended to release and replace those Deed Restrictions recorded in Book 190, at Pages 49, 50 and 51.

EQUESTRIAN PROPERTIES, INC.