

PROTECTIVE COVENANTS
Sage Port Filing #2 and #6A
Effective January 30, 2001

WHEREAS, the property owners situated within Sage Port Filing No. 2, except Lot 4, Block 11, County of Douglas, State of Colorado (“Sage Port 2” and “Sage Port 2 Owners”, respectively), currently bound by the “Protective Covenants, Sage Port Filing No. 2, dated August 12, 1971 and recorded on August 12, 1971 at Book 220, Page 763 in the records of the Clerk and Recorder, County of Douglas, State of Colorado (“Original Sage Port 2 Covenants”), desire to further and better protect the physical living environment, quality of life and appearance of Sage Port 2;

WHEREAS, the property owners situated within Sage Port Filing No. 6A, lots 1, 2, 3, 5, 6, 7, County of Douglas, State of Colorado (“Sage Port 6A” and Sage Port 6A Owners, respectively”), not bound by the Original Sage Port 2 Covenants, also desire to protect the physical living environment, quality of life and appearance of Sage Port 6A;

WHEREAS, the Sage Port 2 Owners have by majority vote elected to supersede the Original Covenants with the provisions expressed herein, to further and better achieve their goals stated herein, as evidenced by the Statement of Election Results of the Sage Port Homeowners Association (“SPHA”), recorded at Book 1960, Page 96 on February 5, 2001 with the Office of the Clerk and Recorder, County of Douglas, State of Colorado, a copy of which is attached;

WHEREAS, the Sage Port 6A Owners have by individual vote each elected to be bound by the provisions expressed herein to achieve their goals stated herein, as evidenced by the Election To Adopt Protective Covenants, Filings 2 and 6A, Effective January 30, 2001, County of Douglas, State of Colorado, recorded at Book 1960, Page 96 on February 5, 2001 with the Office of the Clerk and Recorder, County of Douglas, State of Colorado, a copy of which is attached.

NOW THEREFORE BE RESOLVED:

I. COVENANTS, CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND. Each and every covenant, condition and restriction hereinafter set forth shall inure to and run with the land and shall apply to and bind successors and assigns of both the Sage Port 2 and 6A Owners and that the lands within Sage Port 2 and 6A shall be held, leased, sold and conveyed subject to the said covenants, conditions and restrictions. The within covenants, conditions and restrictions shall supersede, in their entirety the Original Sage Port 2 Covenants.

II. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of Sage Port 2 and 6A, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of Sage Port 2 and 6A Owners to enjoy their property in attractive surroundings free of nuisance, undue noise and danger. Further, it is intended that the natural environment be disturbed as little as possible.

III. ENFORCEMENT. In the event of non-compliance to the covenants or conditions, the SPHA, as well as the owner(s) of any lot(s) in the area, may institute, maintain and prosecute any proceedings at law or in equity against the person(s) 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. If any person subject to the provisions of these covenants, conditions and restrictions fails to comply with any of its provisions, the SPHA or any person or persons adversely affected by such failure to comply may require reimbursement for collections costs, reasonable attorneys fees and costs incurred as a result of such failure to comply without the necessity of commencing a legal proceeding. For each claim, including but not limited to counterclaims, cross claims and third party claims, the Court shall award to the prevailing party on such claims reasonable attorneys fees and costs for asserting and defending.

IV. ARCHITECTURAL CONTROL: No building or external structure shall be erected, placed, altered or painted on any building site until the construction plans and specifications and a plan showing the location of the structure, alteration or paint have been approved by the SPHA's Architectural Control Committee ("ACC") as to quality of workmanship and type of materials, harmony of external design with existing structures on site and with others located throughout Sage Port 2 and 6A, and as to location with respect to topography and finish grade elevations.

Should the ACC fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract located within Sage Port 2 or 6A within thirty (30) days after written request, 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. The issuance of a building permit or license, which may be in contradiction with these covenants, shall not prevent the ACC from enforcing these provisions.

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

If there is any conflict between ACC and established guidelines and these Protective Covenants, the Protective Covenants shall control.

V. DWELLING: All dwellings shall consist of a minimum floor area of 1800 square feet for a single story and 2000 square feet for multi-stories, with a minimum of 60% of the square footage on the first above-grade level. In computing such minimum area, the area of open porches, decks, carports, basements, attics and garages shall not be included. The exterior construction shall consist of natural siding including cedar, fiber, cement, stucco, brick, redwood, log, pine and rock. Materials not allowed include pressed board, vinyl, T-111 siding and other like materials. The roof color shall blend with the natural surrounding environment (green, brown, black, dark red). The exterior color of the dwelling must also blend with the natural environment, including earth tones. The dwelling shall have relief in design and appearance and not be square or rectangular. It shall be in harmony with neighboring structures and topography as deemed so by the ACC.

VI. 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 of 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 ACC 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 ACC.

VII. EASEMENTS: Easements are hereby set aside 10 feet in width along each lot line (total width 20 feet) for the installation and maintenance 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 unless terminated in the manner provided in the plat or by other appropriate proceedings. These easements are in addition to other easements shown in the plat.

VIII. EXTERNAL REQUIREMENTS: All visible external components on any tract within the subdivision shall comply with the following requirements: **Fencing** - only split rail fencing allowed, to maintain an open environment; **Exterior solar panels** - must be enclosed on all sides with the same exterior treatment as the dwelling; **Satellite dish** - must be located in the rear of the dwelling or if in front, hidden from the view of the public right-of-way and other Sage Port 2 and 6A lots and the public right-of-way. **Wind Generators/Windmills** - not permitted, unless of a purely decorative nature and of a reduced size scale from actual size as approved by the ACC; **Propane tanks** - must be enclosed with the same exterior treatment as the dwelling; **Trash containers** - must be screened from view of other Sage Port 2 and 6A lots and the public right-of-way and located in the rear of the lot only; **Exterior buildings** - must be of the same exterior treatment of the dwelling and located toward the rear of the main dwelling; **Boats, campers, motorhomes, motorcycles, recreational vehicles, etc.** - may be parked in the front of the dwelling for no more than 48 hours. The remainder of the time, the vehicle must be stored to the side or rear of the lot.

In addition, the ACC may make additional External Requirements as it deems necessary and proper.

IX. 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.

X. 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.

XI. CLEARING OF TREES: Approval shall be obtained from the ACC to cut down, clear or kill any trees on any tract, except in the cases of disease or infestation. All cleared trees shall 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 and other material which may constitute a fire hazard or render a tract unsightly. Fireplace wood shall be kept in neat stacks on the owner's tract.

XII. 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.

XIII. COMMERCIAL USAGE AND VEHICLES: No business building, machine shop or other building devoted to a commercial or public enterprise shall be erected on any portion of any lot. Except for home based businesses that do not generate pedestrian or commercial traffic, no commercial or industrial activity may be conducted on any lot. No commercial vehicles or 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 3/4 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.

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

XV. SIGNS: Except for a single "for sale" sign not to exceed 3 feet x 4 feet in dimension, or in home security sign not to exceed one square foot in dimension, no sign of any character shall be displayed or placed upon any of the premises of tracts except house numbers and occupants name, except in a manner and design as approved by the ACC.

XVI. ANIMALS: No animals, livestock or poultry of any kind shall be housed, raised or kept on any tract or property, either temporarily or permanently, for commercial purposes. Commonly accepted domestic household pets may be kept provided that they are not kept or maintained for any commercial purpose.

XVII. NUISANCE: Notwithstanding any use or activity permitted under these Protective Covenants, the owner of any lot shall not suffer or permit any noxious or offensive activity to be conducted for any purpose that will constitute an annoyance to surrounding neighbors, the neighborhood as a whole, constitute a nuisance as provided by law or detract from the property value, reasonable enjoyment or quality of life of other homes and/or residents within the neighborhood.

XVIII. DURATION OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years, unless by a vote of the majority of the owners of the tracts within Sage Port 2 and 6A, respectively, each agree to change them in whole or in part. Invalidation of any of these covenants by judgment or court shall in no way affect any of the provisions, which shall remain in full force and effect.

8-13-2004