

PROTECTIVE COVENANTS
Sage Port Filings # 2 and # 6A

WHEREAS, Colorado Western Development Co., a Colorado corporation recorded Protective Covenants for Sage Port Filing No. 2, except Lot 4, Block 11, County of Douglas, State of Colorado, on August 12, 1971 at Book 220, Page 763 with the Douglas County Clerk and Recorder (the "Original Sage Port 2 Protective Covenants");

WHEREAS, a majority of the lot owners in Sage Port Filing No. 2 ("Sage Port 2" and "Sage Port 2 Owners") and all the owners in Sage Port Filing No. 6A ("Sage Port 6A" and "Sage Port 6A Owners") agreed to amend and restate the Original Sage Port 2 Protective Covenants and to include Sage Port Filing No. 6A within the terms of the Protective Covenants by recording Protective Covenants, Sage Port Filing # 2 and # 6A on February 5, 2001 at Reception No. 1008471 with the Douglas County Clerk and Recorder (the "Original Sage Port 2 and 6A Protective Covenants");

WHEREAS, a majority of the lot owners subject to the terms of the Original Sage Port 2 and 6A Protective Covenants desire to amend the Original Sage Port 2 and 6A Protective Covenants as more particularly provided below.

NOW, THEREFORE, the Original Sage Port 2 and 6A Protective Covenants are amended and restated in their entirety as follows:

- 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. These covenants, conditions and restrictions shall amend and supersede, in their entirety the Original Sage Port 2 Protective Covenants and the Original Sage Port 2 and 6A Protective 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 Sage Port Homeowners Association, a Colorado nonprofit corporation, ("SPHOA"), as well as the owner(s) of any lot(s) in Sage Port Filings 2 and 6A, 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 SPHOA 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 SPHOA'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 and 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 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 specification 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 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 site line. 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; Ground mounted exterior solar panels – must be enclosed on all sides with same exterior treatment as the dwelling; Roof-mounted solar panels – subject to ACC requirements in compliance with Colorado law (C.R.S. § 38-30-168)); Satellite dish – satellite dishes must be one meter in diameter or less and 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 subject to the terms of the federal Telecommunications Act and Federal Communications Commission regulations regarding such equipment; Wind Generators/Windmills – subject to the provisions of Colorado law regarding such devices ((C.R.S. § 38-30-168)), wind generators and windmills are 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 in any 14 day period. 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 stack 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 $\frac{3}{4}$ 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. **COMMUNITY TRASH COLLECTION.** The SPHOA will administer a community trash collection program, subject to the provisions of this section. Except as provided below, all lots are required to participate in the community trash collection program.

Vacant lot owners are exempt from the community trash collection program until such time as a dwelling on the lot is occupied. A one-time exemption from the community trash collection program is available to any lots in Sage Port 2 or 6A that do not have a current trash collection service as of the recording date of these

Protective Covenants, subject to application as more particularly provided in the SPHOA guidelines. Any lot with such an exemption may elect to participate in the trash collection program at any time and the trash collection fee, but not the administration fee, will be prorated. This exemption expires upon the sale of the lot or upon program participation, whichever is earlier.

For purposes of this covenant, lot owners are not prohibited from temporary use of roll-off dumpsters or similar type waste containers during construction or remodeling, or as approved by the ACC.

In addition to the fee charged by the trash collection company selected by the SPHOA, the SPHOA may levy an administrative fee, which fee may be waived for SPHOA members. Trash collection program fees will be invoiced annually. The initial administrative fee will be \$25.00 annually. The administrative fee may not be increased more than \$3.00 per year or \$5.00 in any consecutive five year period without the affirmative vote, written consent or any combination of affirmative vote and written consent of owners of a majority of the lots participating in the program.

If the trash collection fee, including administration fee (if any), is not paid when due, the SPHOA may levy a late charge in the amount of \$20.00. If the fees, including administration and late fees are not paid, the SPHOA at its sole discretion may suspend trash collection service until all fees and charges are paid in full.

The SPHOA may cancel the community trash collection program at any time. The program may also be cancelled by the affirmative vote, written consent, or any combination of affirmative vote and written consent of owners of a majority of the lots within Sage Port 2 and 6A. Cancellation of the Program is subject to the Terms and Conditions of any signed contract with as trash collection company. If the program is cancelled, any unused trash collection fees, but not administrative or late fees, will be refunded to current program participants. If the trash collection program is cancelled as provided in this paragraph, it may be reinstated by the affirmative vote, written consent or any combination of affirmative vote and written consent of owners of a majority of the lots within Sage Port 2 and 6A.

XVI. **SIGNS:** Except for a single “for sale” sign not to exceed 3 feet x 4 feet in dimension, or in home security sign not exceed one square foot in dimension, no sign or 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.

XVII. **ANIMALS:** No animals, livestock or poultry of any kind shall be housed, raised or kept on any tract or property, either temporarily or permanently, except that commonly accepted domestic household pets (excluding any type of livestock and poultry) may be kept, provided that permitted pets are not kept or maintained for any commercial purposes.

XVIII. **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 of quality of life of other homes and/or residents with the neighborhood.

XIX. **DURATION AND AMENDMENT OF COVENANTS:** These covenants and restrictions are to run with the land and shall remain in full force and effect perpetually. However, any provision, covenant or restriction in these Protective Covenants may be amended, revised or removed and new provisions, covenants or restrictions may be added at any time by the affirmative vote, written consent or any combination of affirmative vote and written consent of owners of a majority of the tracts within Sage Port 2 and 6A. 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.

Proposed