

PROTECTIVE COVENANTS

Sage Port Filing #2 and #6A

~~KNOW ALL MEN BY THESE PRESENTS: the undersigned~~ WHEREAS, Colorado Western Development Co., a Colorado corporation recorded Protective Covenants for ~~, being the owner of a parcel of land situated in the County of Douglas, State of Colorado, more particularly described as follows:~~ Sage Port Filing #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, the Sage Port Homeowners Association (SPHOA), a Colorado non-profit corporation, was formed in 1986. Membership in the SPHOA is voluntary;

WHEREAS, the plat for Sage Port Filing No. 6A recorded on November 7, 1997, at Reception No. 9763503 is a replat of a portion of Filing 2, Tract A and is subject to 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 Book 1960, Page 96, 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 Sage Port 2 and 6A Protective Covenants desire to amend the Protective Covenants as more particularly provided below.

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

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. ~~NOW THEREFORE, in consideration of the acceptance hereof by the purchasers and grantee (s) their executors, administrators, successors and assigns and all persons or concerns claiming by, through or under such grantees of deeds to lots in said tract of land, said Colorado Western Development Co. hereby declares to and agrees with each and every person who shall be or who shall become owners of any of said lots that said lots, in addition to the ordinances of the County of Douglas, State of Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed, subject~~

~~to and with the benefit and advantage of the following restrictions, limitations, and agreements, to-wit:~~

ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any building site until contraction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and type of materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevations.

Should the Architectural Control Committee or its successors or assignee fail to approve or disapprove the plans and specifications submitted to it by owner of a tract within the subdivision within thirty (30) days after written request, therefore, 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 contained. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Architectural Control Committee from enforcing these provisions.

At the time said plans and specifications receive approval, the prospective Builder shall proceed diligently with said building, and the same shall be completed within a maximum period of nine months time from the date of commencement, excepting however, that this period may be enlarged by an additional three month period if said extension is made necessary by reasons of inclement weather, inability to obtain material, strikes, acts of God, etc.

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of Julius Pickoff, John L. Sieber, and Lee E. Stubblefield.

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 members shall have the full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, to increase or decrease its number, or to withdraw from the committee or restore to it any of its power and duties.

DWELLING SIZE: The dwelling house shall occupy a floor area of actually and fully enclosed building having a minimum of fifteen hundred (1,500) square feet. In computing such minimum areas, the area of open porches, carports and garages shall not be included. Upon erection of a dwelling upon any plot, there shall be kept and maintained within twenty-five (25) feet of the front or side street of the dwelling a 75 watt mercury vapor light unit, with photo cell, mounted eight (8) feet above the ground. Such light shall be kept burning at all times during the hours of darkness.

BUILDING LOCATION: No building shall be located on any building site nearer than thirty (30) feet of the front lot line, or nearer than twenty five (25) feet to any side street line. No building shall be located nearer than twenty (20) feet to an interior building siteline. No building shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenants, 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 Architectural Control Committee 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 Architectural Control Committee.

EASEMENTS: Party of the first part for itself, its successors and assigns, reserves the right to grant in the plat of the subdivision easements ten (10) feet in width along each lot line (total width 20 feet) for 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 readily accessible for service and maintenance of utility facilities unless terminated in the manner provided in said plat or by other appropriate proceedings. These easements are in addition to other easements shown in the plat.

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.

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 sub-division, unless a temporary variance is granted by the subdivider due to such service not being available to such a lot.

CLEARING OF TREES: Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees on any tract. Further, each and every grantee agrees that all the trees cleared by him will 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 or other materials which may constitute a fire hazard or render a tract unsightly, provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their tracts.

PRIVATE AUTOMOBILES: No inoperative private automobiles shall be placed and remain on any lot for more than 48 hours unless stored or parked in a garage or carport.

NUISANCE: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or

commercial business or trade shall be carried on upon any tract, except that professional offices such that of a lawyer, doctor, dentist or engineer may be maintained within the main dwelling upon specific approval by the Subdivider in each case.

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

SIGNS: No sign of any character shall be displayed or placed upon any of the premises or tracts except house number and occupants name. All permissible signs and mail boxes will be a standard design and approved by the Architectural Control Committee.

ANIMALS: No animals, livestock, 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 may be kept, provided they are not kept or maintained for any commercial purpose.

COMMERCIAL VEHICLES: No commercial vehicles and no trucks shall be stored or parked on any lot except in a closed garage, not 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.

~~DURATION AND AMENDMENT OF COVENANTS~~~~DURATION OF RESTRICTIONS:~~ 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 other provisions, which shall remain in full force and effect. ~~The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed by Colorado Western Development Co., running with the land and shall remain in full force and effect for twenty five (25) years from the date hereof, at which time they shall automatically extend for successive period of ten (10) years each unless by a vote of the majority of the then owners of the residential tracts of this subdivision, it is agreed to change them in whole or in part.~~

ENFORCEMENT: In the event of a breach of any of the foregoing covenants or conditions on behalf of any of the grantees, their heirs or assigns, it shall be for the grantors as well as the owner or owners of any lot or lots in the area to institute, maintain and prosecute any proceedings at law or in equity against the person or persons 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.

~~Invalidation of any of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.~~

~~IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed, attested by its Secretary, the day and year first above written.~~

_____ ~~COLORADO WESTERN DEVELOPMENT CO.~~

_____ ~~Lee. E. Stubblefield, President~~

~~Kenneth Weiler, Secretary
State of Colorado
County of Douglas~~

~~The foregoing instrument was acknowledged before me this 12th day of August, 1971, by Lee E. Stubblefield, as President and Kenneth Weiler as Secretary, of Colorado Western Development Co., a Colorado Corporation.~~