

DECLARATION OF PROTECTIVE COVENANTS

FOR

NW1/4 & W1/2NE1/4 SECTION 9, TOWNSHIP 5 SOUTH, RANGE 62 WEST

DECLARATION OF PROTECTIVE COVENANTS: This Declaration of Protective Covenants ("Covenants") is made this 30th day of January 2020 by Robert R. Porter ("Declarant") being the owner of real property located in the NW1/4 and the W1/2 of the NE1/4 Section 9, Township 5 South, Range 62 West of the 6th P.M., County of Arapahoe, State of Colorado divided into SIX 35+ acre Parcels and hereinafter referred to in this Declaration as the "Parcels".

PURPOSE OF DECLARATION: These Covenants have been established and recorded with Arapahoe County as a means to form a safe and attractive residential community for all owners of the Parcels ("Parcel Owners"). Therefore said Declarant hereby imposes the following Covenants on each of the said six Parcels shown on the Land Plat Survey attached hereto and incorporated herein.

SETBACK REQUIREMENTS: Parcel Owners will adhere to Arapahoe County Code setback requirements for all improvements placed on the Parcels.

TEMPORARY HOUSING: No temporary housing shall be used or erected on the Parcels except for a period of time limited to 12 months during construction of a permanent dwelling. Said temporary structures must conform with Arapahoe County Rules and Regulations and must be removed after said 12 month period or within 60 days after the Parcel Owner receives a Certificate of Occupancy from Arapahoe County.

IMPROVEMENTS: All dwellings, outbuildings and other improvements shall be made of customary building materials built to professional standards.

FENCES: All fences constructed on the Parcels must be made of quality and customary material built to professional standards. Barb wire fences built on boundary lines may pose a problem for neighboring Parcel Owner's livestock. Parcel Owners are encouraged to meet with bordering Parcel Owners to discuss material, location, ownership and maintenance of fences prior to construction.

ANIMALS AND LIVESTOCK: Animals shall be managed so as not to be an odor, noise, or trespassing nuisance. No overgrazing creating a wind and water erosion hazard shall be permitted. If proof of overgrazing is required, a report or testimony by a technician of the Natural Resource Conservation Service (NRCS) shall be proof that the Parcel is being overgrazed. The Parcel Owner will take action as recommended by the NRCS to correct the problem. Livestock confinement and arenas requiring no vegetation is limited to a total area of 2 acres.

ACREAGE MANAGEMENT / NOXIOUS WEEDS / PRAIRIE DOGS: Parcel Owners will maintain ground cover consisting of crops and /or grass to prevent wind and water erosion. Parcel owners will work diligently to control noxious weeds and prairie dogs which can easily spread to neighboring Parcels and will not be allowed on any of the Parcels.

TRASH, RUBBISH, JUNK VEHICLES AND /OR MACHINERY, STORAGE: No Parcel will be used for storing unregistered or inoperable automobiles, semi-trailers, machinery or storage containers unless stored in an enclosed building or behind a professionally built privacy fence. No portion of any Parcel shall be used for storing tires, trash, rubbish, debris, garbage or other waste of any kind except on a temporary basis before being disposed of. Waste accumulating on Parcels must be removed within a reasonable amount of time. Burning of trash or other refuse shall be carefully managed and controlled as to not create a fire hazard.

OFFENSIVE ACTIVITY: Parcel owners will be wary of the time and frequency of activities including but not limited to shooting firearms and operating dirt bikes and 4 wheelers which can create an unreasonable safety risk and /or nuisance to other Parcel Owners.

PRIVATE ACCESS ROAD: All Parcel Owners gaining access to their Parcels off of the private access road hereby agree to share equally in the cost of maintaining and /or repairing the road when necessary. Parcel owners with equipment to grade the road must first get the permission of the other Parcel Owners and will take care to keep the road base on the road.

NON-LIABILITY OF DECLARANT OWNER: Declarant will not be held responsible or liable for the enforcement of these Covenants. It is up to the individual Parcel Owners to uphold their commitment to adhere to these Covenants.

FAILURE TO COMPLY: Parcel Owners hereby agree that the failure of any Parcel Owner(s) to adhere to the terms of these Covenants will not be deemed as permission for other Parcel Owners to do the same, Parcel Owners who are considerate of other Parcel Owners will achieve the greatest use and enjoyment of their Parcels.

TIME AND LENGTH OF COVENANTS: These covenants are to run with the Parcels and shall be binding on all Parcel Owners unless an instrument signed by owners of four or more of the Parcels is recorded agreeing to change or terminate these Covenants in part or in whole

IN WITNESS WHEREOF, the undersigned have executed these covenants on this 30th day of January 2020.

By: Robert R. Porter

Robert R. Porter

STATE OF COLORADO

COUNTY OF LAS ANIMAS

The forgoing instrument was acknowledged before me this 30th day of January 2022, Robert R. Porter

My commission expires 3/29/22
Kari Jurczewsky
Notary Public

