

WHEN RECORDED,  
RETURN TO:  
Frank B. Linnebur  
800 US Hwy 36  
Byers, CO 80103

## DECLARATION OF PROTECTIVE COVENANTS FOR GLADY'S HILLS

This Declaration of Protective Covenants for Gladys's Hills ("**Covenants**") is made this 1st day of October, 2020, by **Frank B. Linnebur ("Declarant")**, being the owner of real property located in the County of Arapahoe, State of Colorado, legally described on **Exhibit A** attached hereto and incorporated herein by reference ("**Property**"). The Property has been divided into thirteen 35+ acre parcels (zoned A-E, agricultural) (each a "**Parcel**" and collectively the "**Parcels**") pursuant to that certain Land Survey Plat Corrective Survey ("**Plat**") recorded in the real property records of Arapahoe, Colorado, on October 2, 2020, at reception no. E11955 attached hereto as **Exhibit B** and incorporated herein by reference.

1. **PURPOSE OF DECLARATION:** These Covenants have been established and recorded in the real property records of Arapahoe County, Colorado, as a means to form a safe and attractive residential community on the Property for the benefit of all record title owners of the Parcels ( each an "**Owner**" and collectively the "**Owners**"). Declarant hereby imposes these Covenants on the Property.
2. **APPURTENANCE:** These Covenants are appurtenant to and shall run with the land and be binding on Declarant, its grantees, successors and assigns, and all parties having acquired any right, title or interest in or to all or part of the Property.
3. **IMPROVEMENTS:** All residential dwellings ("**Homes**") and outbuildings, including, but not limited to garages, storage sheds, shops, barns and loafing sheds ("**Outbuildings**"), whether affixed on a permanent foundation or simply set on the Parcels must be made of high-quality building materials and built to professional standards by licensed contractors.
4. **ACCEPTABLE CONSTRUCTION TYPES:** Homes constructed on the Parcels are limited to the following construction types: traditional stick built /site built, factory-built, also known modular or prefabricated homes, built to the current (IRC) International Residential Code for Arapahoe County, panelized homes assembled on the Parcel, steel frame, structural insulated panel (SIP) and concrete homes using either concrete masonry units (CMUs) or insulated concrete forms. All plans must be stamped approved by the State of Colorado. **NO mobile homes, manufactured homes, HUD code homes or full two story (stacked) factory built homes are allowed on any of the Parcels.**
5. **HOME MATERIALS & COLOR:** Homes constructed on the Parcels are limited to the following types of primary exterior siding: wood, engineered wood, fiber cement siding, stamped metal lap siding, brick, stone, stucco and /or stamped concrete. **Vinyl sided Homes are not allowed. Metal sided homes (similar to that used on shops and barns) is not allowed without brick or stone wainscoting 44" or higher on the entire front side of the Home, Home /shop or Home/barn facing the Access Road.** Only subdued and unobtrusive natural color schemes compatible with the environment are allowed on Homes and Outbuildings.
6. **ROOFING:** **Home roofs shall have a minimum 2/12 roof pitch with a minimum overhang of 12 inches with the exception of flat roofs on Spanish style homes.** Roof materials and colors shall be consistent with the architecture and exterior wall material and color of the Home. Concrete, clay or synthetic tiles, asphalt shingles or high-quality metal are acceptable. Other materials are allowed if they are of high quality and are compatible with the design and appearance of the Home.
7. **SINGLE STORY SQUARE FOOTAGE:** **Single story (ranch) style Homes shall have a minimum 1,450 square feet**, exclusive of basements, garages, porches, patios and accessory structures

8. TWO STORY SQUARE FOOTAGE: **Two story Homes shall have a minimum 1,950 square feet on the main floor**, exclusive of basements, garages, porches, patios and accessory structures.
9. WALKOUT BASEMENTS: Exposed concrete basement walls if facing the Access Road (defined below) must be finished with stucco, brick, stone or finished stamped concrete.
10. COMPLETION OF CONSTRUCTION: Home construction must be complete with the issuance of a certificate of occupancy within 15 months after issuance of the building permit from Arapahoe County. Outbuildings must be completed within 6 months after issuance of the building permit. Outbuildings can be built before the Home and /or without a Home.
11. ARAPAHOE COUNTY ZONING AND BUILDING CODE: Only one single family Home will be allowed on any one Parcel as approved by Arapahoe County.
12. DRIVEWAYS: Driveways must be built to Strasburg Fire Department emergency vehicle specifications .
13. TEMPORARY HOUSING: No temporary housing, such as but not limited to the use of tiny homes, RV's, campers and /or 5<sup>th</sup> wheels, for living purposes, will be allowed on the Parcels except for a limited to a period not to exceed 12 months while the Home is under construction unless an extension is granted by Arapahoe County.
14. SETBACK REQUIREMENTS: Owners will adhere to Arapahoe County Code setback requirements for all improvements placed on the Parcels.
15. TRASH, RUBBISH, TRAILERS, STORAGE CONTAINERS, JUNK VEHICLES /MACHINERY: **No Parcel will be used for storing trailer houses or unregistered or inoperable automobiles, semi-trailers, RV's, 5<sup>th</sup> Wheels, campers or other miscellaneous machinery that is not used on a regular basis unless stored in an enclosed Outbuilding. Storage containers are allowed on a temporary basis not to exceed 1 year for the storing or moving or materials during Home and /or outbuilding construction. No portion of any Parcel shall be used for the outdoor storing of 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 promptly. Burning of trash or other refuse shall be carefully managed and controlled as to not create a fire hazard and generally requires a permit from the local fire department.**
16. FENCES: **All fences constructed on the Parcels must be made of high-quality material built to professional standards. Crooked, sagging and poorly maintained fences and corrals is not allowed. Railroad ties are not allowed for fencing or corrals. Barbwire fences built on boundary lines may pose a hazard for bordering Owner's livestock. Owners are encouraged to meet with adjacent Owners to discuss material, location, ownership and maintenance of fences prior to construction to avoid trespassing and ownership controversy. To avoid conflict, the Owner building the fence should place the fence a minimum of 6" inside of their Parcel boundary so that they own and maintain the fence.**
17. ANIMALS AND LIVESTOCK: **Animals shall be managed so as not to pose an unreasonable odor, noise, or trespassing nuisance. Dogs will not be allowed to roam onto other Parcels. Dogs that bark excessively will be confined indoors. Overgrazing, which can create a wind and water erosion hazard, shall not be permitted except per conditions 21 and 22 below. 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 Owner will take action as recommended by the NRCS to correct the problem.**
18. CONFINEMENT AREAS: Livestock confinement in outdoor pens or corrals where over grazing is allowed is limited to 1 acre per Parcel.
19. OUTDOOR ARENAS: **Each Parcel is restricted to one arena not to exceed 1 acre. Arenas must be professionally constructed of high-quality materials designed for such use.**

20. **FARMING:** Pasture grass is required to be maintained on all Parcels except for not more than 1 acre per Parcel for farming and /or gardening. Weeds will not be permitted as a substitute for crops.
21. **NOXIOUS WEEDS / PRAIRIE DOGS:** Owners will work diligently to control Prairie Dogs and weeds including but not limited to Common Mullen, Canadian Thistle and Bindweed, and, which can easily spread to neighboring Parcels. Weeds will not be permitted as a substitute for grass and/or landscaping.
22. **RESTRICTED USES:** No parcel shall be used for a solar farm, marijuana production and/or to relocate prairie dogs.
23. **OFFENSIVE ACTIVITY:** Owners shall not permit shooting of firearms or operation of dirt bikes/off-road vehicles to the extent that such activities create an unreasonable safety risk and/or nuisance to other Owners.
24. **NUISANCE:** No noxious or offensive activity shall be carried on upon any Parcel, and nothing shall occur on a Parcel or within the Property, including the roads, to cause annoyance, embarrassment, discomfort, or a nuisance in the community, or which unreasonably offends or disturbs any Owner or occupant or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Parcel or any portion of the thereof by Owners or occupants. No annoying lights, sounds or odors shall be permitted to emanate from any Home, Outbuilding, or other improvement on a Parcel, or within the Property.
25. **COMMERCIAL ENTERPRISES:** Offices or home-based businesses may be maintained in accordance with applicable county zoning ordinances and regulations.
26. **SHARED PRIVATE ACCESS ROAD:** Declarant hereby grants to the Owner of each Parcel and such Owner's successors, assigns, tenants, guests, and invitees a perpetual, non-exclusive easement for ingress and egress and a perpetual, nonexclusive easements for utility lines and related facilities on, over and across the private road identified on the Plat as the "60' access & utility easement" ("**Access Road**"). The crown and road base of the Access Road shall be maintained according to Arapahoe County and Emergency Vehicle specifications. **Owners accessing their Parcels off of the Access Road, including Parcels 3 through13 and possibly Parcel 2 shall equally share in the cost of any maintenance and /or snow removal. Any maintenance must be done so as to keep the road base on the road and to maintain the road crown. Owners will not be allowed to damage or deface the access road or ditches by cutting up, peeling out or doing cookies with vehicles including off-road 4-wheelers and dirt bikes. Access Road ditches maintained in grass will not be used for off-road vehicle or dirt bike trails.**
27. **NON-LIABILITY OF DECLARANT:** Declarant and Declarant's affiliates, representatives, and agents and their respective successors and assigns shall not be held responsible or liable to any Owner with respect to the terms or conditions of these Covenants, enforcement of or failure to enforce these Covenants, or any other action or inaction related to these Covenants. It is up to the individual Owners to uphold their commitment to adhere to these Covenants and to enforce these Covenants.
28. **AMENDMENT; TERMINATION:** These covenants are to run with the Parcels and shall be binding on all Owners unless an instrument signed by Nine (9) or more Owners (one (1) Owner signature per Parcel) agreeing to terminate or to amend these Covenants is recorded in the real property records of Arapahoe County, Colorado.
29. **NO REPRESENTATIONS AND WARRANTIES:** No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, or by any of Declarant's affiliates, agents, or representatives, in connection with any portion of the Property or any improvement on the Property, its physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, retention of views, or in connection with the development, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless specifically set forth in writing.
30. **GOVERNING LAW:** These Covenants shall be interpreted and governed by the laws of the State of Colorado. Exclusive venue for any legal action shall be Arapahoe County, Colorado.

31. COSTS AND ATTORNEYS' FEES: In any action or proceeding to enforce any provision of these Covenants, the prevailing party shall be awarded such party's costs and expenses incurred in such action, including, without limitation, reasonable attorneys' fees and costs.  
IN WITNESS WHEREOF, the undersigned executes these Covenants as of the date first above written.

DECLARANT:

\_\_\_\_\_  
Frank B. Linnebur

STATE OF COLORADO

COUNTY OF ARAPAHOE

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Frank B. Linnebur.

My commission expires \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

A portion of Section 22, T4S, R62W of the 6th Principal Meridian, County of Arapahoe, State of Colorado more particularly described as follows: Commencing at the Northeast corner of said Section 22 from whence the North 1/4 corner bears N 89°59'29" W a distance of 2679.68 feet, said line forming the Basis of Bearing for this legal description. Thence N 89°59'29" W along the north line of said Section 22 a distance of 628.46 feet to a point; thence S 00°06'40" W a distance of 30.00 feet to the Point of Beginning.

Thence S 0°06'40" W, 2,237.09 feet to a point;

Thence S 89°59'46" E, 628.57 feet to a point of intersection with the East line of the NE ¼ of said Section 22;

Thence S 0°07'54" W along said East line, 380.00 feet to the East ¼ corner of said Section 22;

Thence S 0°06'49" W along said East line, 2,647.51 feet to the Southeast ¼ corner of said Section 22;

Thence S 89°15'46" W along the South line of said Section 22, 2,650.78 feet to the South ¼ corner of said Section 22;

Thence S 89°15'40" W along said South line, 1,327.44 feet to the West 1/16 corner of said Section 22;

Thence N 0°06'32" W, 2,660.33 feet to the Center West 1/16 corner of said Section 22;

Thence S 89°27'22" W, 197.93 feet to a point;

Thence N 1°23'22" W, 1,632.79 feet to a point;

Thence N 16°52'12" W, 122.52 feet to a point;

Thence N 0°03'31" W, 887.90 feet to a point of intersection with the right of way of E Mississippi Avenue (County Road 14);

Thence N 89°16'07" E along said right of way, 1,587.87 feet to a point at the Northwest corner of the parcel described in Book 314, Page 4136, Arapahoe County records;

Thence S 0°09'26" E along the West line of said parcel, and the west line of the parcels described in Book 3703, Page 265, and Book 3078, Page 772, Arapahoe County records, 959.99 feet to a point at the Southwest corner of the said parcel described in Book 3078, Page 772;

Thence N 89°52'42" E, 329.50 feet to the Southeast corner of said parcel described in Book 3078, Page 772;

Thence N 0°08'17" W, 330.07 feet to the Northeast corner of said parcel described in Book 3078, Page 772;

Thence N 0°07'37" W, 330.11 feet to the Northeast corner of said parcel described in Book 3703, Page 265;

Thence N 0°08'44" W, 299.06 feet to the Northeast corner of said parcel described in Book 314, Page 4136;

Thence S 89°59'29" E along said right of way, 1,721.23 feet to the Point of Beginning;  
Containing 19,987,389.67 square feet, or 458.85 Acres, more or less.



## TRANSACTION INFORMATION

Date Received:	10/02/2020 01:11:13 PM
Source Code:	Over the Counter
Return Code:	Over the Counter
Trans Type:	Recording
Reference:	
Cashier:	AWilder

## PAYMENT INFORMATION

Total Fees:	\$50.00
Total Payments:	\$50.00

Change Due: \$0.00

## Payments

**Credit Card - Counter 82106535**

\$50.00

## Official Record

**LAND SURVEY**Reception #: **E11954**Recorded: **10/02/2020 01:15:31 PM**

Comment:

Recording Fees: Survey

\$20.00

**LAND SURVEY**Reception #: **E11955**Recorded: **10/02/2020 01:15:32 PM**

Comment:

Recording Fees: Survey

\$30.00