

DECLARATION OF PROTECTIVE COVENANTS FOR

SKYLARK SUBDIVISION FILING NO. 1

SECTION 33, TOWNSHIP 4 SOUTH, RANGE 62 WEST OF THE 6TH P.M.

DECLARATION OF PROTECTIVE COVENANTS: This Declaration of Protective Covenants, hereinafter referred to as the “Covenants” is made this 22nd day of December 2023 by Amber Lynn Craig, hereinafter referred to as “Declarant”, owner of Skylark Subdivision Filing No. 1, Block 1, Lots 1-4 consisting of four (4) nineteen plus (19+) acre parcels located in Section 33, Township 4 South, Range 62 West of the 6th P.M. hereinafter referred to in this Declaration as the “Parcels” described on Exhibit “A” Minor Subdivision Plat attached hereto and incorporated herein.

PURPOSE OF DECLARATION: This Declaration has been made as a means to form a safe and attractive residential community for all “Parcel Owners”. Therefore, said Declarant hereby imposes the following Covenants on each of the Parcels.

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

IMPROVEMENTS: All dwellings and outbuildings shall be made of customary building materials built to the professional standards of licensed contractors.

ACCEPTABLE CONSTRUCTION TYPES: Homes constructed on Parcels are limited to the following construction types: traditional stick built, factory-built, also known as modular or prefabricated homes built to International Residential Code (IRC) for Arapahoe County, panelized homes, steel frame, structural insulated panel (SIP’s) and concrete homes using either concrete masonry units (CMU’s) or insulated concrete forms (ICF’s). All building plans must be stamp approved by the State of Colorado.

FENCES: All fences constructed on the Parcels must be made of quality and customary material built to professional standards. Parcel Owners are encouraged to meet with bordering Parcel Owners to discuss material, location, ownership and maintenance of fences prior to construction. Materials such as barb wire may pose a concern for neighboring Parcel Owner’s livestock particularly when used on property boundary lines.

ANIMALS AND LIVESTOCK: Animals and livestock shall be managed so as not to create excessive noise, odor, or a trespassing nuisance to adjacent Parcel Owners. No overgrazing creating a wind and/or water erosion hazard shall be permitted. If evidence of overgrazing is required, a report or testimony by a technician of the Natural Resource Conservation Service (NRCS) shall provide confirmation 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 are limited to a total area of two (2) acres and must be constructed of customary, quality materials designed for such use.

ACREAGE MANAGEMENT: Parcel Owners will maintain ground cover consisting of crops and/or grass to prevent wind and water erosion. Weeds are not an acceptable ground cover. While crops and/or grass are being established, weeds will be mowed or grazed as to not create a tumble weed nuisance for adjacent Parcel Owners. Parcel Owners will work diligently to control common noxious weeds as defined by the Natural Resource Conservation Service (NRCS), as well as prairie dogs to prevent either or both from spreading to neighboring Parcels.

TRASH, RUBBISH, JUNK VEHICLES AND /OR MACHINERY, STORAGE: No Parcel will be used for storing inoperable automobiles, semi-trailers, machinery, mobile homes or storage containers unless stored in an enclosed building or behind a professionally built privacy fence whereby it cannot be seen by other Parcel Owners. 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 not to exceed one (1)

year. Burning of trash or other refuse shall be carefully managed and controlled as to not create a fire hazard. Parcel Owners shall obtain a burn permit when required from the Strasburg Fire Protection District and abide by the rules and regulations set forth by the fire department.

OFFENSIVE ACTIVITY: Parcel Owners agree to be safe and considerate of adjacent Parcel Owners when engaging in potentially dangerous and/or noisy activities including but not limited to the shooting of firearms and/or operation of dirt bikes and off-road vehicles. Parcel Owner's agree to conduct such activities as far as possible from other neighboring Dwellings, avoid early morning and/or after sunset activities and to limit the duration of such activities that occur on a regular basis.

COMPLIANCE: At the closing on the purchase of a Parcel from the Declarant, Parcel Owners hereby agree to initial a copy of these Covenants as proof that they understand and agree to adhere to the terms of 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, Respect and consideration of these Covenants by all Parcel Owners shall ensure achievement for the best use and enjoyment of each and all Parcels.

NON-LIABILITY OF DECLARANT OWNER: Declarant and Declarant's affiliates, representatives, and agents including their respective successors and assignees shall not be held responsible or liable to any Parcel Owner with respect to the terms or conditions of these Covenants, enforcement or failure to enforce these Covenants, or any other action or inaction related to these Covenants. It is up to the individual Parcel Owners to uphold their commitment to adhere to these Covenants and to enforce these Covenants.

TIME AND LENGTH OF COVENANTS: These Covenants are to run with the Parcels and shall be binding on all parties and all persons claiming under them unless an instrument signed by all the owner(s) of three (3) or more of the Parcels is recorded with Arapahoe County agreeing to change or terminate these Covenants in part or in whole.

IN WITNESS WHEREOF, the undersigned have executed these Covenants on this ____day of December 2023.

Skylark Subdivision Filing No. 1. by Amber Lynn Craig.

By: _____

STATE OF COLORADO

COUNTY OF ARAPAHOE

The forgoing instrument was acknowledged before me this ____ day of December, 2023 for Skylark Subdivision Filing No. 1. by Amber Lynn Craig.

My commission expires: _____,

Notary Public