

Recorded at 9:12 A.M.
Registration No. 536992

July 3, 1980
Mitzi Arnone, Recorder

PROTECTIVE COVENANTS
COLORADO CANYON

BOOK 805 PAGE 666

KNOW ALL MEN BY THESE PRESENTS, that Colorado Canyon, a Colorado Partnership, being the owner of the real property in Las Animas County, Colorado, recorded in a Deed, dated June 18, 1979, and recorded at Book 798, Page 224, on July 10, 1979, does hereby impose the following protective covenants.

EASEMENTS: THE SELLER HEREBY RESERVES a right of way, with right of entry upon, over, under, along, across and through the said land for the purpose of erecting, constructing, operating, repairing and maintaining pole lines with cross arms and guy-wires for the transmission of electrical energy, and for telephone lines, and/or for laying, repairing, operating and renewing, any pipe line or lines for water, gas or sewage, and any conduits for electric or telephone wires, and/or a right of way or easement along, across, and through said land for access roads 60 feet in width and utility easement 20 feet in width.

CONSTRUCTION: All structures must meet specifications and codes of Las Animas County and the State of Colorado. Once work has begun on any structure, construction must be pursued to completion with all due diligence being completed within one year. All tree stumps, limbs and brush must be removed, buried or otherwise disposed of.

SIGNS: No signs, billboards or other advertising structures of any kind shall be erected, used or maintained on any lot for any purpose whatsoever, except for such signs as have been approved by the County Building Inspector of Las Animas County, for identification of residences, or other non-commercial use. No signs larger than 6 square feet will be permitted.

TREES AND SHRUBBERY: Natural beauty, wherever possible, shall remain. In no case shall shrubbery, or other growth be maintained in such location as to cause a traffic hazard or to reduce visibility. No trees shall be cut from any site except when necessary for drive-ways or building locations.

CHANGES OF COVENANTS: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them. Said covenants shall be automatically extended for successive 10 year periods. An instrument signed by owners of over 50% of land area under these covenants shall be required to change these covenants in whole or part.

ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one or more of these covenants by judgment or court order shall in no way effect any of the other remaining provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, this document is executed by the undersigned this 27th day of June, 1980.

COLORADO CANYON
a Colorado Partnership

by Eugene P. Zushank
Eugene P. Zushank
President of
C.A. L.L.C. Partnership