

DECLARATION OF PROTECTIVE COVENANTS FOR EVERGREEN COUNTRY ESTATES

DECLARATION OF PROTECTIVE COVENANTS: This Declaration of Protective Covenants, hereinafter referred to as the "Covenants", is made this _____ day of January 2006 by Lloyd Linnebur and Shirley A. Linnebur, hereinafter referred to as "Declarant", being the Seller of real property developed into 14 thirty five plus (35+) acre parcels, hereinafter referred to in the Covenants as the "Home Sites", are located in the S1/2 and the NW1/4 and the NW1/4NE1/4 of Section 36, Township 3 South, Range 61 West of the 6th P.M., County of Adams, State of Colorado. Said Home Sites are described in detail on the Survey and Legal Description, identified as Addendum "A", attached hereto and incorporated herein. Each Home Site shall have one representative, who is also an owner of the Home Site, hereinafter referred to in the Covenants as the "Site Owner". All Site Owners will be required to initial each page of the Covenants at Closing acknowledging that they have received, understand and agree to adhere to the terms of these Covenants.

INTENT OF THE COVENANTS: These Covenants have been created as a means to form an attractive and desirable residential community of individuals with similar expectations for their Home Site investment. Therefore said Declarant hereby imposes the following Covenants so that the Home Sites will be purchased, improved, occupied, and conveyed pursuant to the provisions of the Covenants. The Covenants are recorded with Adams County and binding upon all of the Home Sites, the Site Owners and their respective heirs, executors, assigns, administrators, personal representatives, successors and assigns.

THE ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee, hereinafter referred to as the "Committee", is hereby established. This committee is composed of Lloyd Linnebur, Declarant, Mark Linnebur, Engineer and Frank Linnebur, Broker, whose mailing address is 800 US Hwy 36, Byers Colorado 80103. In the event of the death or resignation of any member of the Committee then the remaining members, will designate a qualified successor(s).

COMMITTEE APPROVAL OF THE RESIDENTIAL DWELLINGS: Prior to purchasing a Home Site, it is highly recommended that prospective Site Owners present preliminary plans of their construction plans to the Committee. Final construction plans of all residential dwellings and outbuildings must be approved and signed by the Committee prior to beginning construction. The construction plans must include and meet the following requirements:

- 1). The total square footage of the dwelling exclusive of the basement, garage, porches or patios.
- 2). Method of construction. For example: Stick built, panelized or factory built construction.
- 3). Detailed depiction (drawing or picture) of the front, rear and sides of the dwelling indicating roof pitch, siding material, roofing materials, colors and size and location of the garage. Pro Panel style metal roofing may be restricted on certain dwellings due to its ability to devalue the appearance of some dwellings. Additions such as 1/3 brick or stone exterior siding or an extended covered porch may be required to bolster the architectural integrity on other dwellings to meet the approval of the Committee.

- 4). Only one single family residential dwelling will be allowed on any one Home Site.
- 5). Single story (Ranch) style residential dwellings shall have a minimum 1,500 square feet, exclusive of basements, garages, porches, patios and accessory structures.
- 6). Two story residential dwellings shall have a minimum 1,500 square feet on the main floor, exclusive of basements, garages, porches, patios and accessory structures.
- 7). Each residential dwelling shall include an attached two (2) car garage of sufficient size to accommodate two full size automobiles. Depending upon the square footage and appearance of the dwelling, the Committee (may) waive this requirement to allow a detached garage built of matching materials or other building which meets the approval of the Committee.
- 8). Factory Built Homes must meet International Residential Code (IRC) 2003 standards for structural integrity, durability and quality. Factory Built Homes must have the appearance of a Custom Built Home to be approved by the Architectural Control Committee. No homes with an obvious “modular look” will be allowed on any of the Home Sites.
- 9). The residential dwelling with a Certificate of Occupancy, garage, garage apron, porches and sidewalks must be complete, according to the plans presented to the Committee, within 19 months after breaking ground for the foundation.

The Committee reserves the right to waive any of the building requirements or restrictions above on any of the residential dwellings upon their review of said construction plans and specifications without restricting the Committee’s right to enforcement thereafter. It is the intent of the Committee to maintain a high standard for the exterior architectural design and construction using quality materials and colors, which blend in naturally with the surrounding landscape. Interior design of the residential dwellings is not a concern of the Committee since it does not affect neighboring Home Sites.

LANDSCAPING: Landscaping around residential dwellings is strongly encouraged. Weeds, even though mowed, will not be permitted to remain around the residential dwelling, outbuildings and driveways. Native or domestic grass must be planted anywhere that weeds are allowed to grow.

EXTERIOR LIGHTING: Any exterior lighting, including arena or livestock confinement area lighting, shall produce no direct rays or glare spill over which extends beyond the boundary of any Home Site from which the light originates.

LOCATION OF DWELLINGS: All improvements on the Sites shall be located as to maintain minimum set back of 100 feet from the edge of the County Road Dedication. Utility buildings and barns must be to the rear of the residential dwelling, unless, this requirement is waived by the Committee.

OUTBUILDINGS: All barns, animal shelter buildings and other structures must be approved by the Committee, be built of new material and constructed by professional, licensed builders. A Site Owner who prefers to do his own construction must have construction experience and obtain Committee approval. Outbuilding construction, as presented to the Committee, must be complete within 12 months after the material is delivered to the Home Site.

TEMPORARY STRUCTURES: No structure of a temporary character including but not limited to old trailer houses and storage units shall be used or erected on the Home Sites with the exception of a motor home or trailer for a period of time limited to 19 months (or as limited by Adams County Rules and Regulations) during construction of residential dwellings on the Home Sites. Said temporary structures must conform with Adams County Rules and Regulations and must be removed after said period or within 10 days after the Site Owner receives a Certificate Occupancy from Adams County.

TRASH, RUBBISH, SCRAP AND JUNK VEHICLES: No portion of any Home Site shall be used for the dumping of trash, rubbish, debris, garbage, tires or other waste of any kind. All open burning of the above, even in a barrel or other container, is prohibited as the risk of setting fire to grass and trees is too high. Scrap iron, lumber and other materials and inoperable machinery must be stored in an enclosed outbuilding. No junked, unregistered or inoperable automobiles, semi-trailers, trailer houses, storage units or any other machinery or units of this type shall be allowed on the Home Sites unless stored in an enclosed outbuilding approved by the Committee.

OPEN STORAGE OF OPERABLE VEHICLES, TRAILERS AND MACHINERY: Site Owners will not be allowed to use their Home Sites for an outdoor parking or storage facility for operable vehicles, trailers or machinery used for business, resale or collectables. Open storage of these will be allowed but must be reasonable for a residential development and done in a clean and orderly fashion to avoid a petition by Site Owners or notice from Adams County. Operable recreational vehicles such as campers and boats, used by immediate family members, may be stored outdoors.

FENCES: All boundary and interior fences, pens and /or corrals must be made of quality and customary material approved by the Committee and built and maintained to professional and workmanlike standards. Railroad ties will not be allowed as a substitute for fence posts. Decorative fencing on the road frontage and /or driveway entryways is encouraged but not required. In addition:

- 1). It is highly recommended that Site Owners meet with neighbors to discuss location, ownership, type of construction, cost and maintenance of fences built on Home Site boundaries prior to construction.
- 2). If neighboring Site Owners refuse to share in the cost of a fence, Site Owners should consider building the fence with a setback of at least 6 inches inside of their Home Site boundary so that the fence which they purchase, build and maintain is part of their Property. Said setback of the 6 inches will allow said neighbors to graze up to the fence without trespassing. A greater setback will be required to require a neighbor to build his own fence to avoid trespassing by his animals.
- 3). Barbwire fences will not be allowed on Home Site boundaries which border adjacent Home Sites due its potential danger to horses and other animals. Good, affordable fencing alternatives are available to avoid conflict on this controversial issue. Any barbwire fences must be kept a minimum of 6 feet inside of Home Site boundaries which border neighboring Home Sites to allow adjacent Site Owners ample room to build there own fence.
- 4). Site Owners are required to fence their animals off neighboring Home Sites even though Colorado Fence Law, barring any other agreement, may still require a property owner to fence his land to keep livestock off.

ANIMALS IN GENERAL: All animals on all Sites shall be managed so as not to be an odor, noise, danger or trespassing nuisance. All barn stalls and runs, corrals, kennels and similar animal confinement structures shall be kept reasonably clean and well drained. Piled manure and bedding shall be disposed of in a timely manner.

DOGS: The following restrictions shall apply to all dogs kept on the Sites:

- 1). Roaming of dogs onto other Home Sites is prohibited.
- 2). A fully enclosed kennel will be required for dogs which bark excessively.
- 3). Potentially dangerous dogs will be securely contained by a leash, fence or kennel.

LARGE ANIMALS: Large animals such as horses, bovine, sheep, goats or animals of similar size are acceptable. Swine are limited to a maximum number of 2 for FFA or 4-H students and youth only. Litters must be sold after weaning. Swine will be confined to an area not to exceed 2,000 square feet and will not be allowed to graze. Each Home Site will be restricted to a total of 4 large animals. Exceptions may be granted on a case by case basis by the Committee for intensely managed and maintained breeding and /or training facilities.

CONFINEMENT AREAS: Confinement in outdoor pens or corrals where over grazing is allowed is limited to 50,000 square feet area per Home Site. The location and configuration must be approved by the Architectural Control Committee to ensure that it does not adversely affect other present or anticipated residential dwelling sites and generally will be required to be behind residential dwellings and away from common access roads. All confinement areas must be managed so as not to create an unreasonable odor or wind erosion hazard. Live windbreaks (trees or bushes) or private fencing is encouraged to reduce the risk of blowing dust.

OUTDOOR ARENAS: Each Home Site is restricted to one arena not exceed an area of 50,000 square feet. Arenas must be located and maintained so as not to create a blowing dust hazard to neighbors. It is suggested that arenas be located away from common access roads where nearby homes may be built. Arenas must be professionally constructed of quality materials designed for such use. Arenas will not be used to expand the 50,000 square foot confinement area described above. Live windbreaks or private fencing around arenas is encouraged to increase your enjoyment of the arena while reducing the risk of blowing dust.

OVERGRAZING: Large animals will only be allowed to graze periodically and must be fed supplementary to avoid overgrazing which shall not be permitted on any of the Sites outside of the confinement areas and arenas. 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 Property has been overgrazed. The Site Owner must take corrective action as recommended by the NRCS to correct the problem.

PRAIRIE DOGS: Prairie Dog infestations on Sites are a hazard to other Sites and will not be allowed on any of the Home Sites. Site Owners will work diligently with Adams County Authorities to control Prairie Dogs before infestations can occur.

NOXIOUS WEEDS: Site Owners will work diligently to control noxious weed patches such as Bind Weed, Leafy Spurge and Canadian Thistle which spreads quickly and is difficult to eradicate once established. If verification a noxious weed hazard is required, a report or testimony by a technician of the Natural Resource Conservation Service (NRCS) shall be proof that a Home Site is infested and a hazard to other Home Sites. The Site Owner will take corrective action as recommended by the NRCS to correct the problem.

FARMING IS PROHIBITED: All Home Sites will be maintained in domestic or native pasture grass. Site Owners will not be allowed to farm on the Home Sites except for one (1) garden not to exceed an area of 50,000 square feet.

POTENTIAL FARMING HAZARDS: The land surrounding the Home Sites is farmed and will continue to be open farmland for some time to come. Site Owners are hereby notified that farming and high winds can occasionally create blowing dust.

BUSINESS USES: Business uses such as home offices or other home occupations approved by Adams County will be allowed on the Home Sites as long as the resulting traffic is reasonable for a residential community.

OPERATION OF MOTORIZED VEHICLES OR OTHER NOISE GENERATING EQUIPMENT: Equipment used for lawn, garden and yard maintenance purposes are not restricted but should generally be operated during daylight hours. Site Owners who wish to operate recreational motor bikes, motorcycles, 4 wheelers, gas operated model airplanes and other noise generating hobby or recreational type equipment on the Home Sites must use discretion as to the time of the day and total hours of operation so that they do not become a nuisance to neighboring Site Owners. Trails must be restricted to a small area of narrow paths to avoid grass cover damage otherwise they will be subject to the same conditions of the "OVERGRAZING" restrictions above.

DISCHARGE OF FIREARMS: No discharge of firearms will be allowed on any of the Home Sites. Neighboring Site Owners may not be comfortable outdoors when firearms are being discharged on other Home Sites.

OFFENSIVE ACTIVITY: No Site Owner shall permit any offensive or noxious activity to be conducted or carried out on any Home Site, which creates an unreasonable nuisance or risk of damage to other Home Sites.

EVERGREEN OWNERSHIP ASSOCIATION: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them. At the point in which 11 of the Home Sites are purchased from the Declarant the Committee will designate three Site Owners to continue the Committee's responsibilities as stated herein. In addition, the Evergreen Country Estates Ownership Association, hereinafter referred to as the "Association", will at that point be established. The Association will be composed of one representative, who is also an owner, of each Home Site. It is agreed that the Ownership Association will have the right, by majority vote, to overrule any decisions made by the Committee, make replacements to the Committee, allow exceptions to the Covenants on a case by case basis and by a 75% or greater vote, of all representatives of the Association, to amend or eliminate the Covenants in part or in whole. In cases where there is a split vote a past member of the original Committee will be contacted to make one deciding vote.

ENFORCEMENT: In the event of any violation of any of the provisions contained herein, the Declarant, the Committee, the Association or any Site Owner or neighbor may bring action at law or in equity in the form of an injunction, action for damages, or such other remedy that may be available.

Additionally, the provisions of these Covenants cannot cover every situation in which a Site Owner could be deemed a nuisance creating a potential hazard, hazard or eye sore to other Site Owners; therefore a petition can be created and signed by a majority of the Site Owner Representatives which will cause the perpetrator of the offensive activity to cease and desist and to make necessary and timely corrections to reasonably conform to the wishes of said majority. If the petitioned party refuses to become compliant with his neighbors, said majority may bring action at law or in equity, either for injunction, action for damages or such other remedies as may be available in Colorado Law.

FAILURE TO ENFORCE: Failure of the Declarant, Committee, Association or any of the Site Owners to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant, Committee or any member thereof.

IMPORTANT NOTE: These Covenants are not intended by the Declarant or the Committee to restrict Site Owners from any activity or use of their Home Site, which does not create a nuisance, hazard, potential hazard or eye sore for other Site Owners. Site Owners who are considerate of other Site Owners will achieve the greatest use and enjoyment of their Home Site.

NON-LIABILITY OF DECLARANT AND /OR ARCHITECTURAL CONTROL COMMITTEE: Approval of building plans by the Committee shall not be deemed to constitute compliance with the requirements of any local building codes or other State or County regulations and it shall be the responsibility of the individual Site Owner to comply therewith. Neither the Committee nor the Declarant shall be liable in damages to anyone submitting plans to them by reason of mistake in judgment or nonfeasance arising out of or in connection with the approval or disapproval of building plans presented.

INVALIDATION: Invalidation of any one of these restrictions by judgment of Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

TIMBERLAKE ROAD: Timberlake Road supplying access to the majority of the Home Sites is 60 foot wide consisting of a 36 foot wide graveled surface and a 12 foot wide ditch on each side. The area lying within Timberlake Road, owned and maintained by Adams County, meets local fire district specifications for accessibility and safety. No structure, planting or other materials shall be placed, planted or permitted to remain within Timberlake Road except phone and electric lines and other services approved by Adams County.

OIL WELL DISCLOSURE: The State of Colorado owns the mineral rights on all of the Home Sites. It is not uncommon, in fact more likely than not, for the state, Union Pacific Railroad or other private individuals to own all or a portion of the minerals on property in Colorado for which they do not own the surface rights. Mineral owners do have certain rights that potentially could result in oil, gas or other mineral exploration subject to your rights as the surface owner to protect your residential dwelling area, compensation for damages and /or appeal to the Oil And Gas Commission to prevent exploration from occurring. Although the likelihood of exploration occurring on any of the Home Sites is small, the possibility exists.

IN WITNESS WHEREOF, the undersigned have executed these covenants on this ____ day of January, 2006.

By: _____
Lloyd Linnebur and Shirley A. Linnebur,

STATE OF COLORADO

COUNTY OF ADAMS

The forgoing instrument was acknowledged before me this _____ day of January, 2006, Lloyd Linnebur and Shirley A. Linnebur

My commission expires _____,

Notary Public