

# DECLARATION OF PROTECTIVE COVENANTS

## VALLEY VIEW

DECLARATION OF PROTECTIVE COVENANTS: This Declaration of Protective Covenants, hereinafter referred to as the "Declaration", is made this 20<sup>th</sup> day of July 2017 by Alfred J. Flying Service, Inc., hereinafter referred to as "Declarant", being the Seller of real property divided into three 45+ acre home sites, hereinafter referred to in this Declaration as the "Sites", located in the West ½ of Section 31, Township 3 South, Range 61 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado. Said Sites are described in detail on the Land Plat Survey and Legal Description, identified as Addendum "A", attached hereto and incorporated herein.

PURPOSE OF DECLARATION: This Declaration has been made as a means to form an attractive and desirable residential community. Therefore said Declarant Owner hereby imposes the following Protective Covenants on each of the Sites.

ACKNOWLEDGMENT OF AGREEMENT: All Site Owners agree to initial each page of this Declaration at the closing of the purchase of the Sites acknowledging that they have received, understand and agree to adhere to the terms of this Declaration.

PRIVATE SINGLE FAMILY DWELLINGS REQUIREMENTS: Private Single Family dwellings shall have a minimum 1,500 square feet of main floor area, exclusive of basements, garages, porches, patios and accessory structures. Dwellings need to conform to Adams County foundation and construction requirements.

PRIMARY DWELLING: Residential dwellings must meet the following criteria:

- 1: Construction must be on-site "Stick Built" by a professional builder or modular home and dwellings need to conform to Adams County foundation and construction requirements.
- 2: Single Storey dwellings must have a minimum 1,500 square feet, exclusive of basements, garages, porches, patios and accessory structures.
- 3: Two Storey dwellings must have a minimum 2,000 square feet, exclusive of basements, garages, porches, patios and accessory structures.
- 4: All family dwellings must have a minimum 5/12 pitch roof of steeper unless the dwelling is of an Adobe Style construction.
- 5: No manufactured homes will be allowed on any of the Sites.

TEMPORARY STRUCTURES: No temporary structures including but not limited to old trailer houses and storage units shall be used or erected on the Sites with the exception of a motor home or trailer for a period of time limited to 19 months (or as otherwise limited by Adams County Rules and Regulations) during construction of residential dwellings. Said temporary structures must conform to Adams County Rules and Regulations and must be removed after said period or within 60 days after the Site Owner receives a Certificate Of Occupancy.

LOCATION OF DWELLINGS: All improvements on the Sites shall be located as to maintain minimum setbacks as required by Adams County.

OUTBUILDINGS: All barns, animal shelter buildings and other structures shall be made of quality and customary materials built to professional standards.

FENCES: All fences constructed on the Sites must be made of quality and customary material built to professional standards. Site Owner's are encouraged to meet with bordering Site Owners to discuss location, ownership and maintenance of fences prior to construction especially if barbed wire is involved as it could be a danger neighboring livestock and pets.

**TRASH, RUBBISH, JUNK VEHICLES AND /OR MACHINERY, STORAGE:** No Site will be used as a salvage yard for storing junked or inoperable automobiles or other vehicles including semi-trailers, over the road trailers or other machinery in an inoperable condition unless said machinery is being actively restored for use. No portion of any Site shall be used for storing tires, trash, rubbish, debris, garbage or other waste of any kind except on a temporary basis. Waste accumulating on Sites must be removed within a reasonable amount of time. Burning of trash or other refuse shall be controlled so as not to avoid any chance of spreading.

**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

**SEWAGE:** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the appropriate Adams County and State of CO health authorities.

**PRAIRIE DOGS:** Each Site shall be kept free of Prairie Dogs. Prairie Dogs procreate and spread quickly onto adjacent Sites. The relocation of prairie dogs onto the Sites is strictly forbidden.

**NOXIOUS WEEDS:** Sites shall be kept free of noxious weeds. If proof of a noxious weed problem is required, a report or testimony by a technician of the Natural Resource Conservation Service (NRCS) shall be proof that noxious weeds should be controlled. The Site Owner will take action as recommended by the NRCS to correct the problem.

**ANIMALS AND LIVESTOCK:** Animals on all Sites shall be managed so as not to be an odor, noise, or trespassing nuisance. The keeping of animals on the Sites is restricted as follows: No overgrazing creating a dust and erosion hazard shall be permitted on any Site. 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 Site has been overgrazed. The Site 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 on each Site.

**SOLAR:** No commercial Solar Gardens are allowed on the Sites.

**OFFENSIVE ACTIVITY:** Site Owners hereby agree to be considerate of neighboring Site Owner's quiet enjoyment of their Site and use discretion as to the time of the day and total hours of any such activity. This Declaration cannot cover every situation in which a Site Owner's activity(s) could be deemed a nuisance, potential hazard or eye sore to other Site Owners, however, such activities include but are not limited to open fires, discharge of firearms and excessive use of motorcycles and four wheelers.

**TIME AND LENGTH OF COVENANTS:** This Declaration shall run with and is appurtenant to the Sites and shall be binding on the Site Owners until such time that all Site Owners, one vote per Site, agree to draft and record an amendment to this Declaration or to terminate this Declaration.

**INVALIDATION:** Invalidation of any one of these Declaration terms by judgment of Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

**NON-LIABILITY OF DECLARANT OWNER:** Failure of the Declarant or any of the Site Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter nor shall such failure give rise to any claim or cause of action against the Declarant.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on this \_\_\_\_\_ day of July, 2017.

By: \_\_\_\_\_

Alfred J. Linnebur Flying Service, Inc.

STATE OF COLORADO

COUNTY OF ADAMS

The forgoing instrument was acknowledged before me this \_\_\_\_ day of July 2017 by Gary May as President of Alfred J. Linnebur Flying Service, Inc.

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

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