

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall, swimming pool, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee comprised of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section a. **Building Type and Occupancy.** All Lots shall be known and described as residential tracts and shall be used only for Residences. No building shall be allowed or erected on any tract in said subdivision except a Residence provided that no such building shall exceed two and one-half (2-1/2) stories in height. All porches, storage areas, garden houses, etc., must be attached to said dwelling house and be constructed so as to constitute one building only except that one ancillary building in keeping with the overall architecture or scheme of the dwelling will be permitted provided that it is included both as to design and location on a plan submitted to the Committee.

Section b. **Dwelling Size.** Individual townhouses, condominiums and apartments shall occupy a floor area of actually and fully enclosed building of not less than five hundred (500) square feet. Balconies, open porches and garages are not included in such minimum floor footage. Single family residences and duplexes must provide minimum floor area of one thousand (1,000) square feet for each living unit. In computing this minimum area for single family residences and duplexes only, the area of open porches and other attached structures shall be construed as equivalent to a closed area of one-half (1/2) the area of such open porches and other structures credit for which shall not exceed, under any circumstances, two hundred (200) square feet. No fences may be built outside building setback lines without written permission of the Committee.

Section c. **Building Location.** All improvements shall be erected within the setback lines and shown on the plat and the exact location shall be subject to the approval of

the Committee. Variations from those setback lines may be made by the Declarant and by the Committee only.

Section d. **Re-subdivision.** No further subdivision or re-subdivision of any tract or combination of tracts as shown on the plat shall be permitted except upon prior approval of the Declarant.

Section e. **Easements.** Easements for installation and maintenance of utilities and drainage facilities and for roadways are reserved as described on the recorded plat. No shrubbery, trees or plantings shall be placed on said easement. No buildings, fences, or structures of any type shall be built over, across, on the line of, or in such a manner as to include such easements within the Lot or tract, but such easement shall remain open and readily accessible for service and maintenance of utilities and drainage facilities and other purposes.

Section f. **Temporary Residences.** No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. Exceptions may be granted by the Association for a period not to exceed one hundred twenty (120) days during construction of a permanent residence by the owner on his Lot. Except for the above exception, no trailers of any type shall be placed or kept on any Lot unless such trailer is in a enclosed garage

Section g. **Water.** There shall be no water wells drilled or placed on any Lot or tract covered by these Covenants, except as may be required for public water system. Any sewage disposal system placed upon any Lot shall comply with the requirements of the State of Colorado Health Department and Routt County, Colorado. Any residence constructed on any Lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the Subdivision.

Section h. **Clearing Trees.** Approval shall be obtained from the Committee to cut down, clear or kill any trees on any lot. Further, each and every grantee agrees that all the trees cleared by him will be disposed of in such a way that all Lots, whether vacant or occupied by building, shall be kept free of accumulations of brush, trash, or other materials which may constitute a fire hazard or render a Lot unsightly, provided, however, that this shall not operate or restrict grantees from storing firewood in neat stacks on their Lots.

Section i. **Commercial.** Commercial zoning will not be allowed within the Subdivision. No commercial type vehicle and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to and from a residence. For purposes of this Covenant, a

3/4 ton or smaller vehicle, commonly known as a pick-up truck, and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck.

Section j. **Nuisance.** Nothing shall be done or permitted on any Lot which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities of commercial business or trade shall be carried on upon any track, except that professional offices such as that of a lawyer, doctor, dentist, or engineers may be maintained within the main dwelling upon specific approval by the Declarant in each case.

Section k. **Refuse and Rubbish.** Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary container. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition and shall be kept inside the Residence or individually housed. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burning of trash will not be permitted.

Section l. No **signs** of any character shall be displayed or placed upon any of the premises or Lots in said Subdivision except one professional sign of not more than one square foot in area per side, advertising the property for sale, house numbers, occupant's name or signs used by a builder approved in writing by the Declarant to advertise the property during the construction and sales period. All signs are subject to the approval of the Committee.

Section m. **Animals.** No animals, livestock, or poultry of any kind shall be housed, raised, or kept on any track or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided that they are not kept or maintained for any commercial purposes.

Section n. **Aerials, antennas, Clotheslines and Exterior Tanks.** No exterior aerials or antennas will be permitted. In addition, on grantee shall place upon his premises clotheslines, swimming pool filter tanks, fuel oil tanks, or similar tanks, which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining Lots. Protective enclosures to screen the above must be approved by the Committee as a part of the plans for the improvement to be located on the property.

Section o. **Party Wall and Common Roof.** Each wall which is built as part of the original construction of the home upon the lots and placed on the dividing line

between the Lots shall constitute a Party Wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and the liability for property damage due to negligent or willful acts or omissions shall apply thereto.

1. The cost of reasonable repair and maintenance of the Party Wall shall be shared by the Owners who make use of the Wall in proportion to such use.
2. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Wall may restore it and if the other Owners thereafter make use of the Wall, they shall contribute to the cost or restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.
3. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Part Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
4. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.
5. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved.

Section p. **Exterior Maintenance.** In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon said parcel and to repair, maintain, restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

Section q. **Landscaping.** Any barren areas on any site as a result of construction or improvement shall be re-planted by the Owner(s) of the site (s) either with flora natural to the region or in such grass or other planting as may be approved by the Association. This re-planting shall commence within six (6) months of the completion of the construction of the improvement and shall be completed within six (6) months

thereafter. No person shall be permitted to interfere with or direct the natural course of any drainage or runoff so as to alter the natural flow onto or across the site or living unit of another. No site shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, stones, gravel or earth.