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Reception No. 14627

By [Signature] RECORDER  
DEPUTY

PROTECTIVE COVENANTS

DORY LAKES SUBDIVISION

BOOK 268 PAGE 114

Conditions, Covenants, Restrictions, Reservations and Easements affecting property of Gilpin County Development Company, a Colorado Corporation, hereinafter referred to as "Corporation",

DESCRIPTION OF PROPERTY

WHEREAS, the Corporation is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW THEREFORE, Gilpin County Development Company, hereby declares that the real property described in and referred to in Clause I is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements, as set forth in the various clauses and covenants of this declaration, is located near the town of Blackhawk, County of Gilpin, State of Colorado, and is more particularly described as follows, to wit:

DORY LAKES SUBDIVISION, Filing No. 1 according to the recorded plat thereof, recorded Gilpin County records,

Except such mineral rights as reserved by the patent, and easements and rights of way of record.

With the following rights of way, restrictions, and reservations:

1. Rights of way for roads, highways, ditches, ditch and reservoir filings, utilities and other purposes over, across or under the within described property, as now in existence on the subject property.

CLAUSE IIGENERAL PURPOSES OF CONDITIONS

A. The real property described in Clause I hereof is subject to the conditions, covenants, restriction, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the natural beauty of such property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive dwellings thereon, with appropriate locations thereof on sites; to secure and maintain adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

B. LAND USE AND BUILDING TYPE No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any homesite other than one detached single family dwelling and a private garage incidental to residential use of the premises. No roadway shall be cut or driveway used except as approved by the Architectural Committee hereinafter provided. All buildings shall be constructed in accordance with the current county zoning and building regulations.

C. TEMPORARY STRUCTURES No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence, either temporarily or permanently, except that trailers and structures of a temporary nature may be maintained by the owner of the homesite on the homesite during the period of permanent construction providing prior written approval of Architectural Control Committee shall have been obtained.

D. ARCHITECTURAL CONTROL In lieu of restrictions commonly used governing minimum cost or square foot area of dwellings, both of which have proven inadequate in protecting existing or future property owners, these covenants shall and do hereby provide that no detached single family dwelling or other improvement, as herein defined, shall be erected, placed or altered on any premises on said property until (1) a plot plan showing the location of such dwelling or improvement, has been approved in writing; (2) and until building plans and specifications including conformity and harmony of external design with existing structures and planned structures on the property, and with respect to topography and finished ground elevation, has been approved in writing by an Architectural Committee composed of three members appointed by the Board of Directors of the Corporation. Each site shall have an individual water supply and individual sewage disposal system. No individual water supply system shall be constructed, developed or altered nor any sewage disposal system commenced on any building site until plans and specifications therefor have been approved in writing by the County Sanitarian.



In the event said committee fails to approve or disapprove any submitted plan, design or location within thirty days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

E. USE OF EASEMENTS No dwelling or improvement shall be placed on nor shall any material, equipment or refuse be placed on any homesite within the area of the easements reserved as indicated on the official plat of the property.

F. NUISANCES No noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

G. LIVESTOCK AND POULTRY Horses, dogs, cats, and other pets may be maintained on the property as long as none prove offensive or harmful to the owners in Dory Lakes Subdivision. However, no breeding of these animals for Commercial purposes will be permitted on this property.

H. GARBAGE AND REFUSE DISPOSAL No building site shall be used or maintained as a dumping ground for rubbish, trash, slash, garbage, debris or other waste, except when kept in sanitary containers which shall be disposed of promptly. All incinerators or other equipment for disposal of such material shall be kept in a sanitary condition and reasonable precautions shall be taken against fire hazards.

I. SIGNS No signs of any kind shall be displayed to the public view on the building site, except one sign of not more than two square feet designating the owner of the building site, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Corporation to advertise the property during the sales period.

J. OIL AND MINING OPERATIONS No oil drilling, oil development operations, oil refining, quarrying, gravel operations or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site.

K. EASEMENTS Easements are reserved along property boundaries and along roadways for the installation and maintenance of utilities on, over and under the property herein described, including guy wire easements as may be necessary to provide electrical service to any building site. Road easements are reserved as indicated.

L. DISCHARGE OF FIREARMS No firearms, fireworks, explosives, arrows, air rifles, BB guns, or similar devices, shall be discharged on the premises.

M. CHANGE OF SURFACE No surface area shall be changed or altered until written application for such change or alteration is made to the Architectural Committee and written approval for such change or alteration is given by said Committee.

N. LANDSCAPING AND GARDENING All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses, except where such areas are to be improved by the construction of gardens, lawns and exterior living areas, which will be permitted only after the plans therefore shall have been approved by the Committee.

O. TREES No trees shall be cut, trimmed or removed except with prior written approval of the Committee.

P. ROAD APPROACHES AND PARKING Prior to commencing construction on any site a proper approach from the roadway to the site shall be built by the site owner, and sufficient parking on the site provided to accommodate the cars of the owner and guests, keeping in mind a location for snow removal during winter months.

Q. SEWAGE No pit privy shall be allowed on the subject property.

R. SUBDIVIDING No tract shall be resubdivided into, nor shall any dwelling be erected or placed on any area of less than one acre and no tract shall be resubdivided unless each of the subdivided tracts shall contain at least one acre.

S. TERMS OF COVENANTS Except as provided in Section T, each of the conditions, covenants, restrictions and reservations set forth above shall continue to be binding upon the Corporation and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for a period of twenty-five years from the 20th day of July, 1970, and automatically shall be continued thereafter for successive periods of ten years each; provided, however, that eighty percent of the property owners of the building sites herein subject to these declarations which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of this first twenty-five year period or any successive ten year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purposed and filing the same for record in the office of the County Clerk and Recorder of Gilpin County, Colorado, at least one year prior to the expiration of this first twenty-five year period or of any successive ten year period thereafter.



T. ENFORCING OF COVENANTS The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, their heirs, successors or assigns, and with each of them, to conform to and observe said restrictions as to be used of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and the corporation or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of corporation and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. Corporation may, by appropriate agreement, assign or convey to any person, persons, or corporation, all of the rights and privileges hereby reserved by it, including its beneficial interest in said restrictions and its right to enforce the same, and upon such agreement, assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time, or times, in the same way and manner as though directly reserved by them or it, in this instrument.

At any time after the effective date of these covenants, if at least seventy-five percent of all building sites covered by these protective covenants have been sold by corporation, said corporation may, at its sole option, form, or cause to be formed, under the laws of the State of Colorado, a non-profit home owners corporation, providing for the issuance of memberships in lieu of stock and limiting memberships thereto to one membership for owners of each building site hereby restricted. When such corporation has been organized by filing and recording the Articles of Incorporation, corporation may at its sole option at any time thereafter assign all of its authority to pass on plans and specifications of dwellings and other improvements to be constructed on any building site subject to these covenants, together with any or all of its other interest in said protective covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time and upon such assignment being made by corporation to such new corporation, such new corporation may, at its sole option and at any time thereafter, exercise, transfer or assign such rights or any one or more of them.

U. SEVERABILITY Invalidation of any one of these covenants or any part thereof by judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

V. SEWAGE DISPOSAL SYSTEMS All sewage disposal systems must be approved by Colorado State Department of Health.

