

Hidden Hills

EASEMENTS, RESTRICTIONS, GENERAL CONDITIONS,

STIPULATIONS AND PROTECTIVE COVENANTS

- FILE COPY -

WHEREAS, grantor desires to provide for the preservation of values and amenities of said property and to this end, desires to subject the real property described in Schedule A, hereinafter referred to as this property, to the covenants, restrictions and easements hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof,

NOW, THEREFORE, grantor declares that this property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, uses, limitations, charges, obligations and liens which shall be deemed to run with the land and which shall be a burden and a benefit to grantor, his successors and assigns and any person acquiring or owning an interest therein, their grantees, successors, heirs, executors, administrators, devisees and assigns.

The owner of this property, by accepting this deed to the premises conveyed, agrees to:

1. Grant a minimum utility/bridal path easement of fifteen (15) feet along the external boundaries of this property where such boundaries are not adjacent to a road. Where boundaries are adjacent to Public Access Road, easements will be thirty (30) feet in width and will be reserved for roadway and all utility purposes. The utility/bridal path easements are to provide for the installation and maintenance of utilities and drainage facilities and to provide reasonably convenient service to other neighboring parcels. No fences, structures, or obstacles shall infringe on or hinder movement on any utility/bridal path easement. The property owner must endeavor, as far as possible, to maintain the natural setting said property now enjoys, and further, the property owner will maintain for utility maintenance and pedestrian and equestrian passage the utility/bridal path easements.
2. All fences will be set back and installed on the utility/bridal path easement boundaries of this property.
3. No modular or mobile home shall be erected, altered, placed or permitted on this property.
4. No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, sheep, goats, swine or other domestic farm or barnyard animals or fowl on this property, or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats or other household pets on this property, provided they are not kept, bred or raised for commercial purpose. Up to two (2) horses may be kept on this property provided that they are kept in an enclosure and that any such enclosure, corral or other structure for the housing of horses shall be approved in writing or permit by the county building inspection department; and also, providing they are not kept, bred or raised for commercial purpose.
5. No sign of any kind shall be displayed to the public view on this property except one professional sign of not more than three (3) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder.
6. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with this

HIDDEN HILLS

COPY

EASEMENTS, RESTRICTIONS, GENERAL CONDITIONS, STIPULATIONS AND PROTECTIVE COVENANTS:

WHEREAS, grantor desires to provide for the preservation of values and amenities of said property and to this end, desires to subject the real property described in Exhibit "A", hereinafter referred to as this property, to the covenants, restrictions, and easements hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof.

NOW, THEREFORE, grantor declares that this property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, uses, limitations, charges, obligations and liens which shall be deemed to run with the land and which shall be a burden and a benefit to grantor, his successors and assigns and any persons acquiring or owning an interest therein, their grantees, successors, heirs, executors, administrators, devisees and assigns.

The owner of this property, by accepting this deed to the premises conveyed, agrees to:

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5. No sign of any kind shall be displayed to the public view on this property except one professional sign of not more than three (3) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder.
6. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with this property, nor shall this property in any way be used for other than strictly residential purposes.
7. No subdivision or re-subdivision of this property shall be permitted.
8. No noxious or offensive activity shall be carried on upon this property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. No building shall be constructed, altered, placed or permitted to remain on this property other than one (1) detached, single family dwelling house, with possible servants' quarters which must be attached to and made a part of said house and conform to the architecture of same. The dwelling, exclusive of unheated porches, garages, etc., shall contain not less than nine hundred (900) square feet. A garage may be a part of or separate from the house, but must be of the same architectural style and may not contain living quarters. A full or part basement is permitted. Such structures may not be erected nearer than twenty-five (25) feet from the utility/bridle path easement boundary line or any boundary line of this property. Each building shall harmonize with the surroundings, the topography of the land, and natural woods should be used with earth-tone exterior color scheme.
10. No structure of a temporary character, basement, shed, tent or accessory building shall be used on this property as a residence, temporarily or permanently; EXCEPT, the owner is permitted such use and location during the construction phase of the permanent dwelling, with a time limitation (maximum time - twelve (12) months). This covenant does not preclude vacation camping or vacation use by owners and their families.
11. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.
12. This property shall not be used for the storage of lumber of any material (except during construction of a residence or approved outbuildings thereon) and shall not be used for the storage of trucks, cars, machinery or equipment with the following exceptions: (a) During the development of the land and construction thereon, and (b) For use in maintaining and operating this property for residential purposes as normally required in this area.
13. All water systems or wells and sewages disposal systems placed upon this property shall comply with existing requirements of the State of Colorado Health Department and any existing health requirements of the county or area.

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These are more of deed restrictions than covenants.

Hidden Hills

Hidden Hills Subdivision