

## **DECLARATION OF PROTECTIVE COVENANTS**

### **WILDERNESS LAKE MT, ESTATES**

#### **DURANGO, COLORADO**

##### **LOT USAGE**

1. All lots numbered one (1) through twenty-four (24) inclusive, shall be designated as residential lots. Tracts numbered A through D inclusive, shall be designated as commercial tracts and may be used as commercial or residential lots.

##### **BUILDING SETBACKS**

2. No building shall be located on any building site less than thirty (30) feet from the front lot line, nor less than twenty (20) feet from any side lot line. Provided, however, no structures may be placed or erected in any easement shown on the plat. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Architectural Control Committee can be made for a variance. However, the decision of the Committee is final.

##### **RESIDENTIAL BUILDINGS**

3. On all residential lots, no buildings, shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) single-family dwelling and private garage, attached or detached, for not more than two (2) cars and one detached single-family guest house for the convenience of the owner and not for rental purposes based on each aggregate amount of 3 acres.

##### **BUILDING STRUCTURES & REQUIREMENTS**

4. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than six hundred (600) square feet, except that in the case of one and one-half (1-1/2) and two (2) story structures, the minimum ground floor area shall be five hundred (500) square feet, provided a garage of harmonious design is attached thereto, and that minor variations in area may be made with the approval of the Architectural Control Committee.

##### **MISCELLANEOUS PROVISIONS**

5. (a) No pitched roof shall be allowed to be coated with a surface of white, aluminum, or other highly reflective coating, coloring, rock, or any substance which might interfere with the views and enjoyment of the neighbors.

- (b) No windows may be covered with aluminum foil, or any other highly reflective substance.
- (c) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- (d) No automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any of said lots.
- (e) Natural growth and plantings shall be maintained as to not become a detriment to adjoining lots.

VEHICLES &  
TRAILERS

- 6. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer or travel trailers shall be permitted to remain upon any lot for more than seven (7) months of each year.

UTILITY  
EASEMENTS

- 7. A perpetual easement being 10 feet in width and lying adjacent to and parallel with the side and rear lot lines of all roads within this subdivision, together with an easement over and through all streets for the installation and maintenance of utility lines, including but not limited to, electric lines, gas lines, telephone lines and cable television, sewer lines and water lines, together with the right to trim interfering trees and brush and the perpetual right of ingress and egress for installation, maintenance and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner, and are hereby reserved and dedicated.

SEWAGE

- 8. All sewage disposal must be in accordance with the requirements of the San Juan Basin Health Unit and the Colorado State Department of Health and shall be installed to serve each dwelling or be self-contained. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has first passed through an absorption field or through an aerator and retention pond as approved by the health authority.

SANITARY  
SYSTEM

- 9. It is hereby covenanted and agreed by the developer, its heirs, successors, and assigns, that in the event that proper authorities of the County of La Plata shall determine that the surface and sub-surface water in the area is becoming contaminated by the use of septic tanks or other sewage disposal systems in the area, the owner of the properties in the subdivision shall install, at their

own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

ECOLOGY

10. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleaned of such debris, garbage and trash, the developer at its discretion may cause the same to be cleaned, if necessary, and charge the cost of same to the owner of such lots. Recording of a notice of such charges in the office of the La Plata County Clerk and Recorder shall constitute a lien against said lot, which lien shall continue until released of record.

FIRE  
REGULATIONS

11. All outside fires, whether for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built or protected area such as a fireplace or fire pit and in compliance with La Plata County regulations and must be attended so as to guarantee a minimum of smoking and smouldering.

WALLS OR  
FENCES

12. No solid wall or fence over three (3) feet in height shall be erected or maintained nearer than thirty (30) feet to the front street line of any lot. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No wire fence shall be constructed other than woven wire fence. No "for sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior approval of the Developer, said approval shall be required until 75% of all lots have been sold. Also the Developer shall act as Architectural Control Committee until such time as 75% of all lots have been sold.

LIVESTOCK &  
POULTRY OR  
COMMERCIAL  
BUSINESSES

13. No animals, livestock or poultry of any kind, except horses, shall be raised, bred or kept on any residential lot, except that dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All animals must be kept or tethered within the boundaries of the lot. No store or public office, and no hospital, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment, shall ever be erected or permitted upon any of said residential lots or any part thereof. No business of any kind or character whatsoever of any other type, shall be conducted, in, on, or from any residential structure on said lots.

HORSE  
PRIVILEGES

14. All lots will allow a buyer to have horse privileges, provided, that normal sanitary and fencing conditions must be maintained, and provided (based on a 10 acre parcel) that no more than six (6) horses and 20 bales of hay or straw are kept on any one lot and that horses are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with County and State and/or general cleanliness requirements.

FIREARMS

15. There shall be no indiscriminate use of firearms anywhere on Wilderness Lake Mt. Estates. This requirement is necessary because of the hazards natural to the type of terrain.

FURTHER  
SUBDIVISION

16. No lot may be further subdivided if the result would be to create a lot or tract of land smaller than three (3) acres unless central sewage disposal is provided.

RESTRICTION  
ALTERATION

17. Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (and conveyed) Consolidated Development, Inc., a Colorado corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise changed.

COVENANT  
VIOLATIONS

18. If any party or the Association as mentioned in paragraph 23 prosecutes any proceeding in law or in equity against person(s) violating such Covenants, the party or Association enforcing the Covenants will be entitled to attorney's fees and costs as additional damages for the enforcement of said Covenants.

RESTRICTION  
ENFORCEMENT

19. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

RESTRICTION  
ON DEEDS

20. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

RESTRICTION  
DURATION

21. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding upon all parties and persons claiming any interest in said lots or part thereof until ten years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said

lots it is agreed to change said covenants in whole or in part.

**RESTRICTION  
INVALIDATION**

22. Invalidation of any one of the covenants and restrictions herein set forth by judgment or Court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten years from the date hereof subject to automatic extensions as provided in paragraph twenty-one (21) hereof.
23. The owners will cause to be established a homeowners association known as the Wilderness Lake Mountain Estates Association which will have the purpose and powers as defined in the Articles of Incorporation and the Bylaws which are incorporated herein by reference. Both the Articles and Bylaws provide for the Association to make assessments for the purposes of common community interests within the subdivision. Among other things, the Association will have the power to enforce any of the Protective Covenants within the subdivision, as now constituted or as hereinafter amended. Provided, however, that the Association shall not be obligated to enforce said Covenants as they may be enforced as set forth under paragraph 18 of the original Covenants.
24. Construction/General Road Fee. Prior to starting construction of any dwellings, owners'(s) will pay a \$500.00 of or more non refundable construction/general road repair fee as determined by the board of directors from time to time. The president and treasurer will not sign the building permit until the construction/general road repair fee is paid. This non refundable fee is intended for general road repairs and does not cover culverts, water lines and any other non-road related damages during construction. Any of these additional damages will be at the owner's expense.