

DECLARATION OF PROTECTIVE COVENANTS

FOR LANDS OF BULWARK RIDGE

THIS DECLARATION made this 9 day of April, 1979, by WALTER McC. MAITLAND and RUTH V. MAITLAND, as Co-Trustees of the Walter McC. Maitland Trust and the Ruth V. Maitland Trust ("Owners").

WITNESSETH:

WHEREAS, Owners hold fee simple title to that certain real property situate in the County of Larimer, State of Colorado, as more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the real property described in Exhibit A being referred to herein as the "Exhibit A Property"); and

WHEREAS, Owners desire to establish a common plan for the development and use of a portion of the Exhibit A Property for residential purposes for the common benefit of the owners of parcels within such portion, such portion being described on Exhibit "B" attached hereto and incorporated herein (such portion being referred to herein as the "Exhibit B Property"); and

WHEREAS, Owners may desire at their sole election to extend this Declaration to additional portions of the Exhibit A Property from time to time so that such additional portions shall be benefited and burdened equally with the Exhibit B Property under a single Declaration; and

WHEREAS, Owners had by a previous Declaration of Covenants dated January 27, 1979 and recorded in the Land Records of Larimer County, State of Colorado, at Book 1934, Pages 0869 through 0877 imposed protective covenants upon certain real property lying within Exhibit A Property; and

WHEREAS, Owners now desire that this instant Declaration of Protective Covenants for Lands of Bulwark Ridge supersede and replace in its entirety the Declaration of Covenants of January 27, 1979.

NOW, THEREFORE, Owners hereby publish and declare that the following terms, covenants, conditions restrictions and limitations shall be deemed binding upon the Exhibit B Property owners thereof and the heirs, representatives, successors and assigns thereof and shall be deemed to run with the land for the period set forth herein;

AND Further Owners publish and declare that the following terms, covenants, conditions, restrictions and limitations supersede and replace in its entirety the Declaration of Covenants dated January 27, 1979.

ARTICLE I

PURPOSE OF DECLARATION

It is the intention of the Owners, expressed by their execution of this instrument, that the Exhibit B Property shall be developed and maintained as a highly desirable mountain area and that residential uses in said area shall not impair or destroy the present natural beauty, vegetation, native setting and surroundings. Residential uses within the property described in Exhibit "B" shall be limited by the terms and conditions hereof so that said uses shall be consistent with the purposes set forth in this Declaration. Owners may, at their sole election, extend this Declaration to additional portions of the Exhibit A Property from time to time by executing and recording an appropriate Supplemental Declaration evidencing such intent; provided, however, unless and until such Supplemental Declaration is executed and recorded by Owners, the provision hereof shall apply exclusively to the Exhibit B Property and shall in no way be deemed to benefit, burden, encumber or affect in any way whatsoever any lands other than the Exhibit B Property.

ARTICLE II.

DEFINITIONS

1. Association. "Association" shall mean the Bulwark Ridge Owners Association, a Colorado non-profit corporation.
2. Owners. "Owners" as used herein shall be Walter McC. Maitland and Ruth V. Maitland as Co-Trustees.
3. Parcel Owner. "Parcel Owner" means any person, firm, corporation, partnership or other legal entity, or combination thereof, who owns one or more "Parcels" as the same are hereinafter defined. This term shall include contract purchasers but shall exclude those having only a security interest in the property for the performance of an obligation.
4. Parcel. "Parcel" shall mean any tract of land within the boundaries of the Exhibit B Property or any tract of land to which this Declaration is subsequently extended by election of the Owner.

ARTICLE III.

RESTRICTIONS ON PARCELS

1. No parcels shall be used or occupied in any manner other than for Residential Purposes, except that home occupations as defined by the County Zoning ordinance shall be permitted.
2. Accessory buildings shall be limited to an attached or detached garage and one barn per dwelling unit.
3. No structures outlined in paragraphs 1 and 2 shall be made out of metal except that a barn roof may have a metal surface.
4. No parcels shall be used or occupied in any manner which would violate the zoning regulations of Larimer County, Colorado.
5. No buildings shall be located nearer than 50 feet to any parcel boundary.
6. No noxious or offensive activity shall be carried on upon any parcel, nor may any activity be engaged in which

may be or may become a nuisance or annoyance to other parcel owners. No scrap, junk, refuse or waste materials of any kind shall be maintained or stored on any parcel except that during construction of a dwelling house on any parcel scrap, lumber and materials may be maintained thereon for a reasonable time, which time shall not exceed completion of the structure. All parcels shall be kept in a clean and sanitary condition at all times.

7. A parking area may be maintained on each parcel for the parking of the personal automobiles and recreational vehicles of the parcel owners; provided, however, that Owners-declarants herein reserve the right to require a fence or a screened planting to surround such area. Only vehicles and machines of good running condition which are currently licensed or registered are permitted on any parcel.

8. No mining or extraction of minerals shall be permitted on any parcel.

9. No temporary building, or accessory structures, basement, tent, mobile home or trailer shall be maintained or permitted on any parcel as a residence except during the construction of a dwelling house, and then only for a period of one year, or for short periods of camping and vacation use not to exceed 60 days in any calendar year.

10. Horses and cattle and domesticated dogs and cats, kept as household pets, shall be the only animals kept or maintained on any parcel. No domestic fowl shall be maintained. Each parcel may be used for the grazing of livestock, provided, however, that grazing shall be managed in a husbandlike manner so as to prevent overgrazing. No animals of any kind shall be raised for commercial purposes. Such livestock shall be kept within the boundaries of a legal fence or confined by other restraints.

11. No driveway shall be constructed or used unless and until a steel culvert with a minimum diameter of 12 inches shall be installed by the parcel owners at their

expense; provided, however, that this provision shall be waived if the driveway lies below the level of the access road to the property where the driveway intersects with said roadway.

12. All water wells and sewage disposal systems constructed on any parcel shall comply with the requirements of the State of Colorado and the requirements of Larimer County. Any residence constructed on a parcel shall be connected with any public or community water or sewage disposal system which may hereafter be formed or created at such time as said public system is in existence and makes service available to the parcel.

ARTICLE IV.

ENFORCEMENT

These covenants may be enforced by an action in equity for injunctive relief or by any action permitted by law. Owners, individual parcel owners, or the Bulwark Ridge Owners Association shall each have the right to enforce these covenants. In the event action is taken through a court to enforce these covenants, or any one of them, and as a result thereof the court enters a judgment or decree in favor of the party or parties bringing said action to enforce these covenants, then the party or parties bringing said action shall be entitled to an award of a reasonable attorney's fee for the prosecution of the action, in addition to any other relief granted.

ARTICLE V.

GENERAL PROVISIONS

1. Severability. Should any part of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining part of this Declaration.

2. Effect and Duration. The conditions, restrictions, stipulations, agreements and covenants contained herein shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for successive terms of ten (10) years each, unless an instrument executed by the then parcel owners of at least two-thirds (2/3) of the parcels has been recorded agreeing to change the same in whole or in part.

3. Amendment. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the parcel owners of two-thirds (2/3) of all parcels.

EXECUTED on the date first above written.

OWNERS:

Walter McC. Maitland
Walter McC. Maitland, Co-Trustee

Ruth V. Maitland
Ruth V. Maitland, Co-Trustee

STATE OF COLORADO)
COUNTY OF Larimer) ss.

The foregoing instrument was acknowledged before me this 9th day of April, 1979 by Walter McC. Maitland and Ruth V. Maitland/as Co-Trustees of the Walter McC. Maitland Trust and the Ruth V. Maitland Trust.

Witness my hand and official seal.

My commission expires:

November 6, 1982

Mary H. Haider
Notary Public

