

PROTECTIVE COVENANTS OF THE RETREAT

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in said tract of land, said Escape Properties, Ltd. hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said lots that said lots in addition to the ordinances of the County of Larimer, Colorado shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subjected to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of open porches, garages, carports and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

2. **ARCHITECTURAL CONTROL:** No building or other structure including but not limited to dwellings, sheds, garages, out buildings, fences, shall be erected, placed or altered on any site until the plans and specifications and a plot plan showing the location of the structure have been approved by the architectural control committee, and which plans among other things, shall show the type of exterior material, exterior design, existing structures, and location of the structure with respect to the topography and finished grade elevations.

Should the architectural control committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract or tracts within the subdivision, within thirty (30) days after written request therefore, then such approval shall not be required and shall be deemed to have been given; provided, however, that no building or other structure shall be erected or allowed to remain on any tract which violates any of these covenants or restrictions herein contained.

At the same time if said plans and specifications receive approval, the builder or owner shall proceed diligently with the building, and the same shall be completed within a maximum period of one year from the date of approval by the architectural control committee. The architectural control committee shall be composed of Lynn T. Wells, Roderic Romero and John W. Young. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any of the members of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

3. **BUILDING LOCATION:** No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty five (25) feet to any of the other boundary lines of said premises. In case of single ownership or more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of the building.

4. **EXCEPTIONS TO SETBACK RESTRICTIONS:** Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected, outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties and shall be in compliance with the prevailing zoning regulations. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction Three above.

5. **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, provided however, said structures may be used during the construction phase of the permanent dwelling, and for short periods for vacation camping and vacation use, not to exceed sixty (60) days in any calendar year.

6. **TIME OF CONSTRUCTION:** Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure, construction of that particular structure, wall, fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except unusual circumstances may extend said time.

7. **EASEMENTS:** Easements for installation and maintenance of utilities, drainage facilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for service and maintenance of utility and drainage facilities.

8. **NUISANCES:** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that home occupations of professional persons shall be permitted.

9. **REFUSE AND RUBBISH:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage of disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers, oil tanks and bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from adjoining properties or from public streets. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

10. **CLEARING OF TREES:** Approval shall be obtained from the architectural control committee to cut down, clear or kill any trees on any tract except those trees which are located on that portion of a parcel of land which will be occupied by a dwelling which is approved by the architectural control committee.

11. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

12. **RESUBDIVISION:** No further subdivision of any tract as shown on the plat shall be permitted except on the prior approval of the architectural control committee.

13. **WATER:** All water, wells and sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the health department of Larimer County, Colorado. Any residence constructed on any lot shall, if so permitted, be connected with any public or community water or sewage disposal system which may hereafter be formed or created to serve the subdivision so long as said public system is in existence and makes service available to the lot.

14. **PRIVATE AUTOMOBILES:** No inoperative private automobiles, machines, or rubbish shall be placed and remain on any lot for more than thirty (30) days unless stored or parked in a car port.

15. **ROADS:** All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and for the use of the U. S. Government, its subdivisions, departments and agencies, and such roads are not public dedicated roads except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of THE RETREAT Landowners Association, Inc., and each of the owners shall be liable for prorata charges assessed by THE RETREAT Landowners Association, Inc. The THE RETREAT Landowners Association, Inc., will be a non-profit association.

16. **DRIVEWAYS AND ACCESS ROADS:** No driveway or access road shall be constructed or used unless an approved culvert of a minimum size of twelve (12) inches shall first be installed by the owners, of the lot, at their expense, unless said driveway or access road is below the level of the public road surface.

17. **ANIMALS AND LIVESTOCK:** No animals, livestock or poultry shall be kept on any lot, except that dogs, cats and other household pets, and not more than two (2) horses per acre, if confined thereon by fence or other restraint may be kept thereon provided that they are not kept, bred or maintained for commercial purposes; furthermore, no fence or other restraint may be located closer than fifty (50) feet to any boundary line of any lot as defined herein above.

STATE OF COLORADO
COUNTY OF LARIMER

I do hereby certify that the within and
Foregoing is a full true and correct copy
of Protective Covenant
as it appears of record in my office in Book —
at page — Reception No. 13513

Witness my hand and official seal at
Fort Collins, Colorado, this 26th day
of July, 2010

Scott Doyle

(County Clerk & Recorder, Larimer County, CO)
Fees \$1.25 By Amanda Guzman Deputy

13513

No. _____

The Retreat

Heleny Mo. 1

Grantor

TO

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71 NOV 17 AM 10:43

STATE OF COLORADO
LARAMIE COUNTY
CERTIFIED AND FILED

County of Larimer
State of Colorado

CLERK AND RECORDER

James O. Thompson
ss

I hereby certify that this instrument was filed for

record in my office at _____ o'clock

_____ 19____ and

is duly recorded in book 1483

at page 35 P 9 F 3 # 10

James O. Thompson

Recorder

Grayson

Deputy