

DECLARATION OF COVENANTS
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DECLARATION OF COVENANTS
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Joan Lopez, Clerk & Recorder

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EAGLES NEST OF STRASBURG LLC
1315 MONROE ST
STRASBURG, CO 80136

**DECLARATION OF PROTECTIVE COVENANTS
FOR
PRAIRIE PEAKS**

**RE-RECORDED TO ATTACH
EXHIBIT A**

This declaration of Protective Covenants (the "Declaration") is made by Eagles Nest of Strasburg, LLC (the "Declarant Owner"), as the owner of that real property in the County of Arapahoe, State of Colorado, described more particularly on the attached Exhibit "A", which is incorporated by this reference. The property described in Exhibit "A" is referred to as the "Property"

The Declarant Owner imposes these covenants to establish and maintain the Property and all subdivisions of the Property as an attractive residential area. All parcels formed by subdividing the Property will be subject to all of the covenants set forth in this instrument.

COVENANTS TO RUN WITH THE LAND: Every person who accepts any conveyance of any interest in any portion of the Property accepts that interest subject to these covenants. These covenants run with the land, and the burdens of these covenants are charges upon the land and a personal obligation of every owner of an interest in any portion of the Property.

PRIVATE SINGLE FAMILY DWELLING: No structure other than one private single family dwelling with garage and suitable shops, pole barns, barns and shelter building for domestic animals will be erected, placed, or permitted to remain on any parcel formed by subdivision of the Property. All such structures must comply with the International Residential Code ("IRC") or the Housing and Urban Development ("HUD") Code.

TEMPORARY STRUCTURES: No temporary structure, trailer, basement, tent, garage, barn or outbuilding will be used on any parcel as a family dwelling, either temporary or permanent. However, this covenant will not prevent the owner of any parcel from maintaining and living in a motor home or trailer DURING THE CONSTRUCTION of a permanent dwelling on the parcel. Such use must not exceed twelve (12) months, from the first day of occupancy of the temporary structure. All applicable zoning restrictions will continue to apply to the parcel and to the temporary structure. Regardless of whether the permitted twelve (12) months of temporary occupancy has expired, the parcel owner must vacate and completely remove the temporary structure within seven (7) days after receipt of a final Certificate of Occupancy for the permanent residence from Arapahoe County.

LOCATION OF DWELLING: All improvements on any parcel will be located so as to maintain at least minimum front, side and rear setbacks in accordance with Arapahoe County zoning or other applicable regulations. If any parcel should be adjacent to an interior ingress and egress roadway easement of County designated road, or oil well access road, the setback will begin not less than thirty (30) feet from the centerline of the roadway easement or road, as the case may be.

CONSTRUCTION OF UTILITIES AND DRAINAGE INSTALLATIONS: Any construction necessary to serve a particular parcel will be at the sole expense and cost of the owner of that parcel, except for those costs that the owners of two or more parcels agree, in writing, to share.

INTERIOR ROADWAY: One (1) interior road will serve all parcels to be formed by subdividing the Property. The Declarant Owner hereby dedicates and imposes an easement for such interior road on the area described as follows: twenty (20) feet on either side of the centerline shown on the attached Exhibit "B", which is incorporated by this reference.

INITIAL CONSTRUCTION OF THE ONE(S) INTERIOR PRIVATE ROADWAY: The Declarant Owner of the development, agrees to construct the initial one (1) roadway of the Forty (40) foot access roadway easement as depicted on the attached above referenced Exhibit "B", as an all weather roadway. This initial roadway will be built at the Declarant Owner's own expense, specifications and discretion; and the Declarant Owner, will guarantee the road for six (6) months (beginning after the first parcel in the development is sold) that the roadway will serve adequately as an all weather roadway. Construction of the one (1) interior private roadway shall include a culvert from the county road into the development at the point of beginning of the one (1) initial interior private roadway, at the cost and expense of the Declarant Owner; however, any culverts, if necessary, from any county road or from the one (1) interior private roadway to the individual parcel owners parcel, shall be at the parcel owners cost and expense and not that of the Declarant Owner.

MAINTENANCE OF THE ONE (1) INTERIOR PRIVATE ROADWAY: After the Six (6) month period of guarantee by the Declarant Owner, the roadway shall be maintained by the owners of the parcels and there will be sharing of expenses on a pro rate basis of ownership of the parcels including in the pro ration, those remaining in the ownership of the Declarant Owner.

SEWAGE: Sewage must be disposed of only through a septic system of adequate dimensions and capacity, of a type approved by the appropriate agencies of Arapahoe County and the State of Colorado.

TRASH, RUBBISH AND GARBAGE: No portion of the Property will be used as a dumping ground for tires, trash, garbage or other waste of any kind. No trash or other refuse will be burned unless in a safety burner that encloses the trash or refuse in an approved fireproof container. No abandoned vehicles, including (for illustration, not by way of limitation) automobiles, trucks, trailers, or other machinery in an inoperable condition will be permitted or allowed on any parcel. All removal of trash, rubbish, garbage, and inoperable vehicles is the responsibility of the parcel owner. The owner of a parcel may keep private recreational vehicles, boats, and their trailers, if they are hidden from view from adjoining parcels and from all roadways by the fence, landscaped berm, hedge, or other vegetation.

OIL AND MINERAL RIGHTS: All oil and mineral rights have been severed from the surface estate. No owner of any portion of the Property may interfere with the rights of an owner of an interest in the mineral estate. The affect parcel owner, if applicable, may collect any surface damages, from the Colorado Oil and Mineral Commission Division.

NOXIOUS OR OFFENSIVE ACTIVITY: No owner of any parcel will suffer or permit any noxious or offensive activity to be conducted on or practiced in any dwelling or other building on the parcel or on the vacant portion of the parcel.

ANIMALS OR LIVESTOCK: Although the Property is in an area zoned for agricultural uses, the keeping of animals is restricted as follows:

- (1) No animals, livestock or poultry of any kind will be raised, bred, or kept on any parcel for commercial purposes.
- (2) No swine will be permitted.
- (3) The owner of a parcel must erect and maintain a fence(s) sufficient to prevent animals from entering any other parcel. Horses may graze and pasture on a parcel for grass and weed control, but all horses must be fed supplementally.
- (4) All animals will be maintained, fenced and kept in such manner as to prevent offensive odor and noise. No animal will be allowed to graze on adjacent parcels.

