

DECLARATION OF PROTECTIVE COVENANTS  
FOR LEY SUBDIVISION  
CUSTER COUNTY, COLORADO

Ronald L. Albritton, being the owner of more than three fourths (3/4) of the lots in Ley Subdivision hereby declares the following covenants for Ley Subdivision.

1. EASEMENTS: Easements for installation and maintenance of utilities, drainage, irrigation, roadways, bridle paths, hiking trails and other such purposes incident to the 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.
2. RUBBISH AND REFUSE: Rubbish and garbage or other waste shall be kept and disposed of in an orderly manner so that such materials shall not be visible to nor exposed to the owners of other tracts herein. No tract shall be used for dumping of trash, refuse, or waste. No lot shall be used for storage of unlicensed or unserviceable vehicles.
3. PRESERVATION OF THE ENVIRONMENT: There shall be no changes to the natural features of the property except for the purpose of building, or replanting grasses, shrubs or trees consistent with the natural environment.
4. PRESERVATION OF WILDLIFE: Any change which will improve the natural wildlife habitat is encouraged. There shall be no disturbance in any way of animals, birds or fish which nest, den or live upon the land or in the streams, which are listed as rare or endangered species by the applicable state or federal agency. The application of sound wildlife management is earnestly solicited.
5. HUNTING: No hunting or discharge of firearms or fireworks is permitted within any of the land area covered by these covenants.
6. TEMPORARY RESIDENCE: No structure of temporary character, trailer, basement, tent or accessory building shall be used on any lot as a residence, temporarily or permanently, provided however for such use and location during the construction phase of a permanent dwelling and for short periods of 30 days or less for vacation camping and vacation use. Once construction has begun on a permanent dwelling, construction must be completed within twelve (12) months.
7. No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage for not more than three (3) cars and a neat appearing barn and/or storage building. No building shall be placed on any lot other than one resulting from new construction on the site. Mobile homes are not permitted. No building shall be constructed nearer than twenty-five (25) feet to any boundary lines of said property. No metal fencing shall be constructed or erected within one hundred (100) feet of any subdivision roadway. All fences in the subdivision must be maintained in good repair.
8. STREET MAINTENANCE: Should a majority of the lot owners determine that repairs or improvements to any of the subdivision roadways are necessary, a contractor if necessary or a public body, acceptable to a majority of the lot owners shall be employed or authorized to perform such repairs or improvements and the actual cost shall be paid by every lot owner in the subdivision based on the amount of footage fronting on the common roadways of the subdivision.
9. COMMON AREA FOR RECREATION: An area is platted and set aside exclusively for the use of residents of the subdivision.

10. NOXIOUS OR OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
11. No dwelling shall be permitted on any lot with an enclosed and heated floor area of the main structure, on the main floor, exclusive of open porches and garages, of less than six hundred (600) square feet.
12. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professionally made. A sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. These signs must conform to county zoning regulations.
13. DRILLING, MINING: No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
14. COVENANT PERIOD: Unless an instrument, signed by a majority of the owners of the lots has been recorded, agreeing to change or void said covenants in whole or in part, these covenants are to run with the land and shall be binding on all parties and all persons under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
15. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except horses, dogs, cats or other pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
16. VIOLATIONS: In the event of any violations of these covenants or any attempt to violate the same, any person or persons owning property subject to these covenants may bring an action by law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or recover damages for violation.
17. INVALIDATION: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

[signed] Ronald L. Albritton  
[notarized]

QUALITY GROUP