

Dwelling Size: The dwelling house shall occupy a floor area of actually and fully enclosed building of not less than 500 square feet. In computing such minimum areas, the area of open porches and carports, and garages shall not be included.

Building Location. No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any building site nearer than 50 feet of the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 25 feet to an interior building site line. No building shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a building site to encroach upon another building site.

Resubdividing: No further subdivision or resubdivision of any tract or combination of tracts as shown on the plat shall be permitted except upon prior approval of the Architectural Control Committee.

Easements: An easement eight (8) feet in width along all lot lines on all lots and tracts is reserved for installation and maintenance of utilities. No shrubbery, trees or plantings shall be placed on said easement. No buildings, fences or structures of any kind shall be built over or across said easements, but such easements shall remain open and readily accessible for service and maintenance of utility and drainage facilities.

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, and no used structure of any sort shall be moved onto any lot, except that a trailer may be occupied for a period not to exceed twelve (12) months while a permanent residence is being constructed.

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 be connected with any public or community water or sewage disposal system which may be formed or created to serve the subdivision so long as such public system is in existence and makes service available to the lot on which construction is to commence on or before the date construction is commenced.

Clearing of Trees: Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees on any tract. Further, each and every grantee agrees that all the trees cleared by him will be disposed of in such a way that all tracts, whether vacant or occupied by dwellings, shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or renders a tract unsightly provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their tracts.

Private Automobiles: No inoperative private automobiles shall be placed and remain on any lot for more than 48 hours unless stored or parked in a garage or carport.

Nuisance. 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 shall be carried on upon any tract. No commercial business or trade shall be carried on upon any tract except, the parcels of land known as Lots 3, 4, 5, and 6, Block No. 5, Cedar Springs Estates, Filing No. 3, may be used for selected commercial businesses only after approval, on a case-by-case basis, by the Architectural Control Committee, and except, that professional offices such as that of a lawyer, doctor, dentist, or engineer may be maintained within the main dwelling upon specific approval by the Subdivider in each case.

Refuse and Rubbish: Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other refuse shall be kept in a clean, sanitary condition. Burning of trash will be permitted only in containers designed for this purpose.

Signs: No sign of any character shall be displayed or placed upon any of the premises or tracts in said Subdivision except one professional sign of not more than one square foot in area per side advertising the property for sale, house numbers, occupant's name, or signs used by a builder approved in writing by the Subdivider to advertise the property during the construction and sales period. All signs are subject to the approval of the Architectural Control Committee.

Roads: All roads within the subdivision shall be considered and used 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 dedicated public roads. The maintenance of the said private roads shall be the responsibility of the owners of the tracts comprising the subdivision and each of said owners shall be liable for prorata charges for road maintenance, which amount shall not exceed the estimated annual charges required for annual maintenance not to exceed \$10.00 per year for each two acre area owned within the subdivision for the first ten years from the date of the recording of this instrument; thereafter the charge shall be in such an amount as shall be fixed each year by the Cedar Park Road Maintenance Corporation in which the owner of each tract shall, during the period of ownership, automatically be a voting member.

Duration of Restrictions: The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed by Cedar Springs Development Co., running with the land and shall remain in full force and effect for twenty-five (25) years from the date hereof, at which time they shall automatically extend for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the residential tracts of this subdivision, it is agreed to change them in whole or in part.

Enforcement. In the event of a breach of any of the foregoing covenants or conditions on behalf of any of the grantees, their heirs or assigns, it shall be lawful for the grantors as well as the owner or owners of any lot or lots in the area to institute, maintain and prosecute any proceedings at law, or in equity against the person or persons violating or attempting to violate any of the covenants or restrictions contained herein for injunctive relief and specific performance thereof, or to recover damages for the violation thereof.

In validation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

CEDAR SPRINGS DEVELOPMENT CO.



By: *Robert C. Wilson*
ROBERT C. WILSON
President

Attest: *William E. Kling*
William E. Kling, Secretary

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