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1 of 2 R 10.00 D 0.00 Delta Cty, CO Clerk & Rec

DECLARATION OF PROTECTIVE COVENANTS FOR LAND IN HIDDEN SPRING SUBDIVISION, DELTA COUNTY COLORADO.

WHEREAS the grantors are desirous of restricting the uses of all of Lots 1 through 11 and that part of Lot 12 located in Section 30 T 14S, R 93W, 6th PM of Hidden Spring Subdivision in the manner that best provides for an attractive, beneficial and desirable use and to provide each lot owner with full benefit of this property and,

WHEREAS, the same will be for the mutual benefit and protection of all owners of said property.

NOW THEREFORE Andrew Paul Pipher and Tonya Lee Pipher for themselves, their successors and assigns do hereby covenant, declare, subject and bind all of Lots 1 through 11 and that part of Lot 12 located in Section 30 T 14S, R93W, 6th PM of Hidden Spring Subdivision, Delta County, Colorado to the following conditions herein contained:

1. LAND USE. All of lots 1 through 11 and that portion of Lot 12 located in said Section 30 shall be used exclusively for private residential and home office purposes. Only one private dwelling with an apartment designed for occupancy by single families may be erected, placed or permitted to remain upon any single lot. In addition to the main dwelling and apartment, one garage not to exceed 2000 square feet and one barn not to exceed 6000 square feet may also be placed upon said property. Except for home businesses, no commercial use of the property shall be allowed. All lot owners are advised that Delta County requires application for all on site sewage disposal systems and that engineered systems may be required on some lots. Sewage disposal systems shall be paid for by purchasers of lots.

2. LOT SIZE. No lot may be subdivided or divided in any way without approval of Delta County.

3. CONSTRUCTION. Construction of all buildings shall be in conformity with the Uniform Building Code or comply with HUD requirements. The exterior construction of any building shall be completed in twelve months after the date construction commences. Where practical and appropriate, native materials such as log, wood, rock and other native materials shall be used in all exterior construction. No uncolored galvanized steel shall be used in any exterior construction. No mobile home, trailer home, modular home, manufactured home (as defined in 42 U.S.C. section 5402), shack or any other type of temporary or movable building shall be allowed on any lot at any time for any reason whatsoever except as hereafter provided in Paragraph #6. One recreational vehicle such as a travel trailer/camper/coach shall be allowed provided it is not inhabited; except that said recreational vehicle may be used as a temporary residence during the period of construction of the residence for a period not to exceed 24 months. No structure or other obstruction may exceed 35 feet in height. All roofs shall have a pitch of at least 4:12 and all roofs shall have at least two pitches.

4. NUISANCE. No more than two inoperable or unlicensed vehicles or vehicle bodies may be kept on any lot unless located within a garage or barn. No more than a combined total of fifteen large animals (such as horses and cattle) may be kept on the property. No more than a combined total of thirty small animals may be kept on the property; no more than four of which may be dogs, no more than six of which may be cats, and no more than ten of which may be pigs.

5. HOMES. If mobile, modular, or manufactured homes are allowed and approved by the Architectural Control Committee (as discussed in Paragraph 6), they must still meet the following conditions: Must have a year of manufacture or construction of 1995 or

newer; and must be placed on a permanent foundation (concrete footings below frost line, tongue and axles removed, title purged, and be skirted).

6. ARCHITECTURAL CONTROL COMMITTEE. The owners of each of the lots shall constitute the architectural control committee. Each lot shall be entitled to one vote. A majority vote of the members shall be binding. No residence, building, fence or other structure shall be erected, placed or altered on any of the lots until the building plans, specifications including exterior materials and color and improvement plan showing the location of such improvements have been approved in writing by the committee. Should the committee fail to approve or disapprove said plans within 30 calendar days after submission of said plans in writing to each of the lot owners, then approval will be presumed and the requirement of this covenant will be deemed to have been met.

7. ROAD. Hidden Spring Lanes will not be maintained by Delta County and the Delta County REIJ School District will only pick up children at the intersection of Hidden Spring Lanes and SH 92. The maintenance of Hidden Spring Lanes is the responsibility of the users thereof. Each lot owner may be assessed the sum of up to \$500.00 per year by Hidden Spring Homeowners Association, Inc., a Colorado non-profit corporation, or its assigns, for the maintenance of Hidden Spring Lanes and the Hidden Spring water lines and spring. Said assessments will be due on or before July 1 of each year and any unpaid amount will become a lien on the lot on July 2 of that year and may be foreclosed upon according to law. All driveways shall be at least twelve feet in width. Hidden Spring Lanes and all driveways shall be fully cleared and maintained brush free. No fences or gates may be placed across Hidden Spring Lanes. For the purposes herein, Hidden Spring Lanes shall be interpreted as all roads platted and shown on the survey plat as stated in the first paragraph of this document. Each lot shall be entitled to one vote. A majority vote of the members shall be binding.

8. UTILITIES. All utilities including, but not limited to, electric, telephone, and water shall be installed underground in accordance with the rules and regulations of the respective utility company.

9. TERM. These covenants and restrictions shall run with the land and shall be of perpetual duration; provided that any time after the date hereof the terms and conditions of these restrictions and covenants may be amended and modified or altered by a written instrument signed and executed by at least 2/3 of the lot owners of this subdivision and duly recorded in the office of the clerk and recorder of Delta County, Colorado. For voting purposes each lot shall be entitled to one vote.

10. ENFORCEMENT. Any person having any right, title or interest in any lot within this subdivision or any enlargement hereof shall have the right to prevent or enjoin any violation or attempted violation of these covenants and restrictions by appropriate action in either the District or County Court for the County of Delta, State of Colorado.

11. VALIDITY. If any part or parts of these covenants or restrictions are for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of these covenants and restrictions.

Dated at Delta County, Colorado this 29 day of October, 1999.

Andrew Paul Pipher
Andrew Paul Pipher
Tonya Lee Pipher
Tonya Lee Pipher

Hidden Spring Subdivision plat recorded in Book 22 Page 91
Delta County Records

STATE OF COLORADO

The foregoing instrument was acknowledged
before me on this 29th day of
October 1999
Cathleen E. Smith
Cathleen E. Smith
Notary Public, State of Colorado

My Commission expires
January 6, 2002

