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Filed for record this Book 596 Page 473

of May A.D. 1977 at 4:20 PM
Norma Hatfield, Recorder
Walter McArthur, Deputy

FILE COPY

DECLARATION OF PROTECTIVE COVENANTS
ACRES OF IRELAND, FILING NO. 2
FREMONT COUNTY, COLORADO

Walter O. Ireland and E. Lucille Ireland, as Husband and wife, the owners of real property situate in the County of Fremont and State of Colorado, known as Acres of Ireland, Filing No. 2, and more particularly described as Lots 1 through 129 as shown by the plat thereof recorded with the County Clerk and Recorder, Fremont County, Colorado, in order to protect the living environment and preserve the values in said subdivision, hereby declare that the subdivision shall be held, leased, sold and conveyed, subject to the covenants, restrictions and provisions hereinafter set forth, and that each covenant restriction and provision shall inure to and run with the land and shall apply to and bind the respective successors in interest of the present owners.

GENERAL PURPOSES OF COVENANTS

All real property described or composing the above subdivision is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; encourage and secure the erection of attractive dwellings thereon; and in general to provide adequately for the improvement of said property. The property composing the above mentioned subdivision is made specifically subject to the following described covenants.

COVENANTS

Building Types. No trailer, motor or mobile home, tent or teepee, shack, garage, barn, or other out-buildings shall at any time be used for private habitation temporarily or permanently, except for a period of not to exceed two months. Furthermore, all parties shall not cause to be used as part of its construction a pre-existing building moved upon the premises, unless the same shall be of new construction.

Lot Set Backs. No building shall be located on any building site less than 25 feet from the front lot line, nor less than 10 feet from any side or rear lot line. Exceptions shall be lots 34, 36, 42, 43, 45, 46, 48, 69, 70, 73, 74, 82, 83, and 97 which shall have building set backs of 25 feet from front line, and to a point where a 100 feet lot width exists.

Minimum Floor Area. No building shall be erected, altered, or placed on any tract with a ground floor area exclusive of patios, open porches, or garages of less than 850 square feet external measurements, as defined in the Fremont County Zoning Code.

Minimum Building Site Area. No building site shall contain more than one residential structure and each building site shall have a minimum ground area of 1/2 acre.

Preservation of Natural Environment. Removal of trees and altering of the natural scenery shall be limited so that necessary for home construction. Any interference with natural drainage shall be restricted.

Sewage Disposal. The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code.

"The type of septic system used shall be determined on an individual lot basis in accordance with the Fremont County Sanitation Code. Transvaporative type septic systems shall be prohibited".

Leaching fields within the subdivision shall be buried to a depth of at least 30 inches from the surface of the ground. There shall be no evapotranspiration sewage treatment units.

Easements. All side and rear lot lines shall be subject to 10 feet easements for utility and drainage ways. No dwelling, improvements, materials, equipment or refuse shall be placed on any part of said property within the area of the easements reserved. All irrigation ditches are subject to a 10 feet easement on each side of said ditch.

NUISANCES. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Garbage and Refuse Disposal. No part of the property above or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste.

Water Use. Each residential site shall contain no more than one water well, which shall be used solely for household purposes in a single-family dwelling, not including irrigation from said well for lawns, gardens, or any other purposes. Hand-dug wells for any purpose shall be prohibited. No well shall be dug on any site until a permit thereof has been obtained from the State of Colorado or other regulatory authority, which permit may require that prior to use thereof, each well shall be fitted with an approved meter capable of registering the flow of water therefrom. No drilling or use of any well in this subdivision in a manner contrary to the provisions of this covenants or to conditions set forth in any well permit issued by proper authority shall constitute a violation of these protective covenants.

Wells restricted to in-house use only, without any right to use the water outside the house will be allowed within the subdivision, subject to change in the water augmentation program for the subdivision providing additional water for domestic and other pursuits, as authorized by competent authority.

The developers hereby assign to the State of Colorado, acting by and through its duly appointed officials, the right to enforce the covenants contained in this section, water use, as fully as said developers can themselves.

Fire Prevention. In order to minimize the danger of damage to and destruction of natural foliage, buildings, and other improvements from fire, lot owners shall furnish water from private wells as available whenever required for the prevention or suppression of fire. Also, each lot shall be required to provide storage cisterns, the size of which shall be 100 gallons per acre protected or 500 gallons per dwelling unit, whichever is greater. No outdoor burning of any kind shall be permitted, except for outdoor cooking, unless in an approved incinerator with ash control. All fireplace chimneys shall have protective wire screens at or near their top to prevent burning particles from escaping.

Violation of Covenants. Violations of any of the covenants or restrictions herein contained shall give to developers, their agents or assigns, the right to enter upon the property as to which such violation exists, and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and Developers, their agents or assigns, shall not thereby be deemed guilty of any manner of trespass for such entry, abatements, or removal.

Term of Covenants. Except for the terms of the covenant on water use, set forth above, each of the covenants, restrictions, and reservations set forth herein shall continue to be binding for a period of 10 years from the date of filing hereof in the Office of the Clerk and Recorder of Fremont County, Colorado, and shall continue for successive 10-year periods unless 75% of the lot owners subject to these covenants proposes a change of changes for part or all of the lands subject to these covenants in writing at least 1 year prior to the beginning of any 10-year period in the office of the County Clerk and Recorder of Fremont County, Colorado. The above water use covenant shall continue and not be released or modified until in addition to the above requirements, a decree is obtained authorizing such release or modification from the water court or other court with jurisdiction over the premises and water rights dedicated thereto.

Severability. Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

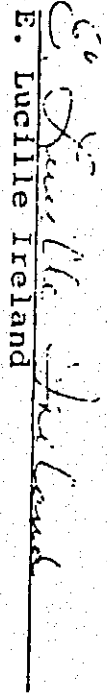
Limitation of Liability. The liability hereunder of declarant shall be limited to the value of the property owned by it in this subdivision at the time of such violation.

County Regulations. To the extent that the applicable county or other governmental regulations, rules, codes, ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supersede these covenants and govern at all times.

Enforcement. Enforcement by developers, their successors and assigns, or by any lot owner or owners shall be by proceedings at law or in equity against any person or persons who violate or make an attempt to violate one or more of the covenants set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this declaration this 23rd day of May, 1977.


Walter O. Ireland


E. Lucille Ireland

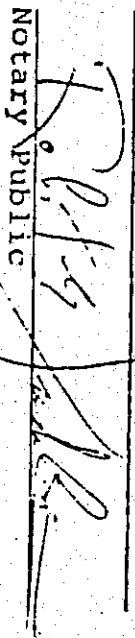
STATE OF COLORADO)
) ss.
County of Fremont)

The above and foregoing instrument was acknowledged before me this 24th day of May, 1977, by WALTER O. IRELAND and E. LUCILLE IRELAND.

WITNESS my hand and official seal.

My commission expires:

FEBRUARY 2, 1980


Notary Public

DECLARATION OF ADDITIONAL
PROTECTIVE COVENANTS ON
CERTAIN LOTS IN ACRES OF
IRELAND, FILING NO. 2

The undersigned owners of Lots 46, 47, 48, 51, 52, 53, 54, 68, 69, 70, Acres of Ireland, Filing No. 2, Fremont County, Colorado, as shown by the recorded plat thereof, in order to further protect and enhance the living environment and preserve the values in said subdivision, hereby declare that the lots described above shall be held, leased, sold, and conveyed subject to the additional covenants, restrictions, and provisions hereinafter set forth, and that each covenant and restriction shall run with the land and shall apply to and bind the present owners and their successors in interest.

USE - BUILDING TYPES

No lot shall be used except for residential purposes. Residential structures constructed, erected, or altered externally (for which the building permit was issued after the recording date of this document) shall have a gross liveable finished floor area of not less than 1300 square feet for a single-level structure and 1500 square feet for a multi-level structure, both exclusive of unfinished basement, porches, patios, covered but unenclosed areas, decks, and garages. Residential structures shall not exceed two stories in height, exclusive of basements having floors at least 5 1/2 feet below the pre-excavation grade at some point in the basement. Manufactured homes and modular homes, whether or not placed upon a permanent foundation, shall not be permitted on any lot except upon written approval of the owners of two-thirds (2/3) of the lots described herein and any other lots which may become subject to these covenants (one lot, one vote). Approval or disapproval of a particular manufactured or modular home shall be based upon its compatibility and harmony of external design with other residential structures subject to these covenants with respect to its style, construction, color, roof material and slope, and general appearance.

ENFORCEMENT

In the event of any violation of these covenants or any attempt to violate the same, any person or persons owning property subject to these covenants may bring an action at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages, or both. In any such litigation, the prevailing party shall be entitled to recover cost and reasonable attorney fees.

TERM - AMENDMENTS

- A. These covenants shall remain in full force and effect for twenty (20) years from the date of recordation, after which time they shall be extended automatically for successive terms of ten (10) years unless terminated by the owners of three-fourths (3/4) of the lots subject to these covenants (based upon one vote per lot).
- B. These covenants may be amended at any time by the owners of three-fourths (3/4) of the lots subject to these covenants (based upon one vote per lot).

IN WITNESS WHEREOF, the undersigned owners have executed this instrument in Fremont County, Colorado, this 1st day of September, 1998.

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Charles W. Goff
Charles W. Goff

Rebecca J. Goff
Rebecca J. Goff
Lots 48, 52, 53, 69, and 70

William H. Carman, Jr.
William H. Carman, Jr.

Minnie-K. Carman
Minnie-K. Carman
Lots 46 and 47

Harry E. Auld, Trustee (Harry E. & Joann M. Auld Trust)
Harry E. Auld, Trustee (Harry E. & Joann M. Auld Trust)

Jo Ann M. Auld, Trustee (Harry E. & Joann M. Auld Trust)
Jo Ann M. Auld, Trustee (Harry E. & Joann M. Auld Trust)
Lot 68

Andrew P. Cruise
Andrew P. Cruise

Mary Ann Cruise
Mary Ann Cruise
Lot 54

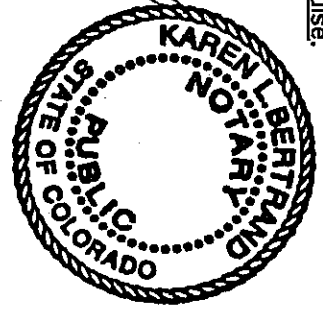
Francis Patrick Murphy
Francis Patrick Murphy

Jean Murphy
Jean Murphy
Lot 51

STATE OF COLORADO)
County of Fremont) ss.

The above and foregoing instrument was acknowledged to before me this 1st day of September, 1998, by Charles W. Goff, Rebecca J. Goff, William H. Carman, Jr., Minnie K. Carman, Harry E. Auld, Jo Ann M. Auld, Andrew P. Cruise, and Mary Ann Cruise.

WITNESS MY hand and official seal.
My commission expires: 10-16-2000
Karen L. Bertrand
Notary Public



STATE OF WISCONSIN)
County of Wood) ss.

The above and foregoing instrument was acknowledged to before me this 5th day of Sept, 1998, by Francis Patrick Murphy and Joan Murphy.

WITNESS MY hand and official seal.
My commission expires:
Francis Patrick Murphy
Notary Public

