

BL # 1
Filed for record July 14, 1966 at 3:00 o'clock PM
Reception No. 12477/ Peggy E. Coble, Recorder

BOOK 221 PAGE 362

PROTECTIVE COVENANTS FOR THE SUB-DIVISION KNOWN AND
PLATTED AS CRYSTAL RIVER COUNTRY ESTATES

KNOW ALL MEN BY THESE PRESENTS that WARREN E. BRETHOWER and FERN H. BRETHOWER, being the owners of all the land comprising the Crystal River Country Estates, and being desirous of protecting property values, and of protecting the health, convenience, welfare and use of owners of lots within said sub-division, do hereby declare and adopt for the use and benefit of future owners of said sub-division the following use and building restrictions each and all of which shall be applicable to and run with the several tracts in the Crystal River Country Estates as the same appear on the plat filed for record on March 16, 1966, as Document No. 12373 in the office of the Pitkin County Clerk and Recorder, said restriction being as follows:

1. The sub-division to be affected hereby is that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 9 South, Range 88 West of the Pitkin Principal Meridian lying Easterly of the center of the Crystal River in Pitkin County, Colorado as shown on said plat.
2. No structure shall be erected, altered, placed or permitted to remain on any lot other than single-family dwellings together with accessory structures and buildings convenient or necessary to such residential use which may include a private one or two car garage and fences not exceeding six feet in height.
3. The erection of more than one dwelling per lot, or the resub-division of a lot into smaller units than two acres is prohibited.
4. None of the lots and no buildings placed thereon shall be used for business or commercial purposes (except that owners may rent or lease the same from time to time when not required for the owner's use).
5. No noxious or offensive conduct, or activities shall be carried on upon any lot or in any structure thereon which may constitute a health hazard, nuisance, or annoyance to the neighborhood.
6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding of any description shall be used on any lot, as a residence, except on a temporary basis not exceeding six months while construction of a dwelling is in progress.
7. The ground floor area of the dwelling house on any lot, exclusive of one-story open porches and garages, shall contain not less than five hundred square feet.
8. No building shall be erected, placed or altered on any lot or building site until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with the sub-divided area, and with existing structures, and as to location with respect to topographical finish grade elevation.

9. The owner of any lot in said subdivision shall complete construction of any structure thereon within one year after commencement.

10. The owner of any lot shall keep the same clean and free of rubbish and trash, and shall keep the structures thereon in good repair, repainting whenever necessary.

11. The Architectural Control Committee shall be composed of Warren E. Brethower, Fern H. Brethower and Charles F. Stewart. A majority of the Committee may designate a representative to act for it. In the event of death, resignation or inability to act, of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots in the sub-division shall have the power through any duly recorded instrument to change the membership committee.

12. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, the same shall be deemed to have been approved.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote reflected by signed document duly recorded, of a majority of the then owners, it is agreed to change said covenants in whole or in part.

14. If any lot owner, or person acting by, through or under him should violate or attempt to violate any of the covenants herein stated, it shall be lawful for the Architectural Control Committee, or any other person or persons owning lots in said sub-division, to prosecute any suit at law or in equity to restrain and enjoin the violation of such covenants, and to recover damages for such violation, and to recover all costs and attorney fees necessary to enforce the provisions of these covenants.

15. In validation of any one 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.

Dated this 24 day of March, 1966.

Warren E. Brethower
Fern H. Brethower

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Subscribed and sworn to before me this 24 day of March, 1966, by WARREN E. BRETHOWER and FERN H. BRETHOWER.

My commission expires July 27, 1969.

WITNESS my hand and official seal.

Emma C. Blane
Notary Public

