

Filed for record September 18, 1967 at 10:40 A.M. Ralph H. Dial, Recorder

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DECLARATION OF PROTECTIVE COVENANTS  
OF  
FOREST GLEN SPORTS ASSOCIATION SUBDIVISION

THIS DECLARATION is made and dated this 12<sup>th</sup> day of September, 1967, by FOREST GLEN SPORTS ASSOCIATION, a Colorado Corporation, having its office and principal place of business in the County of El Paso, Colorado, hereinafter referred to as Subdivider, its successors or assigns.

W I T N E S S E T H

WHEREAS, the Forest Glen Sports Association as Subdivider intends to improve and develop, grant, sell, and convey for residential uses and purposes, certain lands located in the Forest Glen Sports Association Subdivision, Teller County, Colorado; and

WHEREAS, it is desired to establish certain standards covering the said Subdivision by means of protective covenants so as to assure that Forest Glen Sports Association Subdivision shall become a desirable community for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and thereby to secure to each individual owner the full benefit and enjoyment of his property, and to insure the lasting beauty and investment value of the property;

NOW, THEREFORE, in consideration of the acceptance of a contract or deed by the several purchasers and grantees (his, her, their, heirs, executors, administrators, personal representatives, successors and assigns and all persons or concerns claiming by, through or under such grantees) to lots in said Subdivision, Forest Glen Sports Association declares to and agrees with each and every person who shall be or who shall become owner of any of said lots; that said lots, in addition to the resolution or ordinances of Teller County, Colorado, shall be and are hereby

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bound by the covenants set forth in these presence and that the property described as Forest Glen Sports Association Subdivision shall be held and enjoyed subject to and with the benefit and advantages of the following restrictions, limitations, conditions and agreements, to-wit:

1. OWNERSHIP: Each person purchasing a lot or lots in the Forest Glen Sports Association Subdivision must be approved for membership in the Forest Glen Sports Association before such purchaser can become the owner of property in Forest Glen Sports Association Subdivision. No lot or any part thereof nor any other portion of the property shown on the plat of Forest Glen Sports Association Subdivision shall be sold, conveyed or leased to anyone other than a member in good standing of the Forest Glen Sports Association. All grantees, in acceptance of deeds to lots in Forest Glen Sports Association Subdivision, agree that any prospective purchaser for property in the said Subdivision shall be approved for membership in Forest Glen Sports Association before such prospective purchaser can become an owner in Forest Glen Sports Association Subdivision. It is specifically understood and agreed that a similar condition will be made by the Subdivider in all other conveyances of similar property in Forest Glen Sports Association Subdivision, the purpose of this and such other conditions being to insure to all grantees and all other members of Forest Glen Sports Association that their properties in said Subdivision shall at all times be occupied by a colony of congenial persons and, further, for the purpose of benefiting lands owned by the Subdivider and developed under the same general plan with the grantees of lots in the above-described Subdivision.

2. MAINTENANCE: Each owner must maintain his property in such a manner which reflects his pride of ownership, his concern

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for the safety of himself and others and his determination to preserve the natural beauty of the land.

3. RE-SUBDIVIDING: No further subdivision or re-subdivision of any tract or combination of tracts as shown on the plat shall be permitted except upon prior approval of the Subdivider.

4. USES: No lot or any part thereof or combination of lots shall be used for commercial or manufacturing purposes.

5. 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 Subdivider.

6. CLOTHESLINES and EXTERIOR TANKS: No grantee shall place upon his premises clotheslines, swimming pool filter tanks, fuel-oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the Subdivider as a part of the plans for the improvements to be located on the property.

7. SEWAGE: No outside toilet or privy shall be erected or maintained. Sewage disposal systems must meet the minimum requirements and recommendations of the Colorado State Department of Public Health.

8. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities and for roadways are

reserved as described on the recorded plat. No shrubbery, trees, or plantings shall be placed on said easement. No buildings, fences, or structures of any type shall be built over, across, on the line of, or in such a manner as to include such easements within the lot or tract, but such easements shall remain open and readily accessible for service and maintenance of utility and drainage facilities, and other purposes.

9. BUILDING LOCATION: No residence, trailer, mobile home, garage or out building shall be erected closer than twenty-five (25) feet to any boundary line. If this is not feasible due to the terrain of the land, permission to build closer to the boundary line may be given in writing by the Building Committee of Forest Glen Sports Association.

10. DWELLING: No more than one single family dwelling shall be erected on each three-quarter (3/4) acre lot.

11. DWELLING SIZE: No residential building shall be erected or maintained on any lot having a ground floor area of less than three hundred (300) square feet.

12. DWELLING CONSTRUCTION: Buildings must be of architecturally sound construction. Exterior walls must be finished in other than composition materials generally considered to be suitable for roofing. Building exteriors constructed of wood must be painted or in some like manner weathersealed. This is to apply to all buildings, residential and otherwise.

13. FIRE EXTINGUISHER: Each residential dwelling must possess and maintain a fire extinguisher.

14. 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 equipment for the storage or disposal of garbage, trash, rubbish or other refuse

shall be kept in a clean, sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burning of trash will not be permitted.

15. FENCES: Fences in excess of five (5) feet in height shall be prohibited whether made of materials, lines of plants, brush, bushes or trees.

16. BUILDING COMMITTEE: A Building Committee, as appointed by the Board of Directors of Forest Glen Sports Association, shall be empowered to interpret these restrictions and requirements in the best interests of the individual lot owner and the association. Property owners shall advise the Building Committee of their building intentions before actual construction is undertaken, and such plans and specifications for improvement shall be approved by the Building Committee.

17. 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 or commercial business or trade shall be carried on upon any tract, 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.

18. RIGHT OF SUBDIVIDER: Subdivider expressly reserves the right from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to any tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

19. The Subdivider, its successors or assigns, hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of the grantees of other

lots or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, option to purchase, mortgage redemption privileges, building plans, architectural committee, garbage disposal and clotheslines, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said Subdivision, and the same shall remain fully enforceable on all other lots located in the said Subdivision by the original Subdivider, its successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted.

20. DURATION OF RESTRICTIONS: The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude upon and in the lands conveyed in Forest Glen Sports Association Subdivision, 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.

21. 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, either 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 execution

thereof, or to recover damages for the violation thereof.  
Dated the day and year first above mentioned at  
Colorado Springs, Colorado.

FOREST GLEN SPORTS ASSOCIATION

By: Aldean L. Dollar  
Vice President

ATTEST:

[Signature]  
Secretary

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me  
this 12th day of September, 1967 by Aldean Dollar, Vice President  
of Forest Glen Sports Association.

Witness my hand and official seal.  
My commission expires June 16, 1968.

[Signature]  
Notary Public