

Filed for record the 8 day of Oct. A. D. 1963 at 10:05 A. M.
Reception No. 256662

Celia V. Crema
RECORDER
By *J. W. Meyers* DEPUTY

THE ALLEN HOMESITES

PROTECTIVE COVENANTS RESTRICTING USE OF LAND

WHEREAS, David J. Allen, John E. Allen and Ralph Allen, Jr. are the owners of the following described property situate in the East half of the Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$), Section Twenty-seven (27), Township Fourteen (14) South, Range Eighty-five (85) West, Sixth Principal Meridian, Gunnison County, Colorado, more fully described as follows:

Beginning at a point which bears North 41°13' East, 2,003.4 feet from a rock monument at the Southwest corner of Section Twenty-seven (27), Township Fourteen (14) South, Range Eighty-five (85) West, Sixth Principal Meridian; thence North 722.0 feet, more or less, along the westerly boundary of Allen Brothers' Property to a point on the southeasterly right-of-way line of the Cement Creek Road; thence northeasterly along said right-of-way line to a point North 28°10' East, 100.6 feet; thence South 88°30' East, 211.0 feet; thence North 21°54' East, 336.2 feet; thence South 89°50' East, 449.8 feet; thence South 13°50' East, 865.6 feet; thence South 20°17' West 682.1 feet to a point at the center of the East River; thence North 68°00' West, 632.6 feet along the center of the East River; thence North 59°37' West, 252.2 feet along the center of the East River to the point of beginning, containing 26.22 acres, more or less.

WHEREAS, there has heretofore been filed in the office of the Clerk and Recorder of Gunnison County, Colorado, on the 27th day of September, 1963, bearing Reception No. 256589, a plat of said property, and

WHEREAS, the owners are desirous of restricting and limiting the use of said property in a manner to best provide for an attractive, beneficial, and desirable residential building site, and to provide each site owner with a full benefit and enjoyment of the property, and

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

NOW, THEREFORE, David J. Allen, John E. Allen and Ralph Allen, Jr., for themselves, their heirs, executors, administrators, successors and assigns, do hereby covenant, declare, subject and bind said property to the following limitations, restrictions and covenants under the terms and conditions herein contained, to-wit:

I.

LAND USE. All lots shall be used exclusively for private residential purposes. Only one new private dwelling designed for occupancy by a single family shall be erected, placed or permitted to remain upon a single lot, with the exception of Lot Eight (8), upon which two said private dwellings may be so erected. There may

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also be constructed with said private dwelling, a private garage, fences and the other usual appurtenances common to a private dwelling.

II.

LOT SIZE. No lot may be resubdivided nor divided in any way and no private dwelling may be erected except upon a full lot.

III.

SIZE OF DWELLING. All private dwellings shall have a minimum floor area of not less than six hundred square feet of usable living space, exclusive of garages and porches.

IV.

DWELLING SETBACK. All private dwellings and other structures must have a minimum setback of twenty-five feet from the front lot line, fifteen feet from the side lot lines and twenty-five feet from the rear lot lines. Said distance shall be measured from the foundation of such dwelling or structure and eaves, steps and open porches shall not be considered as a part of said dwelling or structure.

V.

CONSTRUCTION. The construction of all private dwellings and garages shall be in conformity with the uniform building code and shall meet the minimum F.H.A. requirements. The construction of any building shall be completed within eighteen months after the date construction was commenced.

VI.

TEMPORARY BUILDING. No mobile trailer home, shack or any type of temporary building shall be allowed upon any lot; provided, however, that a mobile trailer home may be used as a temporary residence during the period of actual construction of a private dwelling as provided in Paragraph V above.

VII.

SANITATION. All toilets, lavatories and plumbing facilities shall be built indoors and connected with an outside septic tank, dry well or cess pool until such time as a sewer system shall be maintained within The Allen Homesites, at which time the owner of the lot shall connect said facilities with the sewer system.

VIII.

ANIMALS. No animals or livestock of any nature shall be kept or maintained within The Allen Homesites and/or upon any lot except that dogs, cats or other household pets may be kept by the individual lot owners.

IX.

NUISANCES. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the lot owners.

No business of any kind shall be permitted on any lot or in any structure thereon and no exploration, excavation, drilling or any operation for the discovery or production of any mineral, oil or gas shall be allowed or permitted upon any lot. No dumping or disposal of waste materials, garbage or trash shall be allowed upon any lot and all garbage or other trash shall be kept in sanitary containers and disposed of within reasonable promptness.

X.

FISHING RIGHTS. The owner of each lot in said sub-division shall have and enjoy the common right along with every other lot owner, both present and future, to fish the rivers and streams located within said sub-division together with a perpetual easement and right of way over and across those areas denominated on the plat of The Allen Homesites as a fisherman's walk, and said rivers and streams. Said fishing rights are also granted to purchasers of lots in other Allen Homesites which may be platted in the future.

XI.

TERM. These covenants and restrictions shall run with the land and shall be of perpetual duration; provided, however, that the terms and conditions of these restrictions and covenants may be amended, modified, or altered by a written instrument signed and executed by seventy-five per cent of the then lot owners and duly recorded in the office of the Clerk and Recorder of Gunnison County, Colorado.

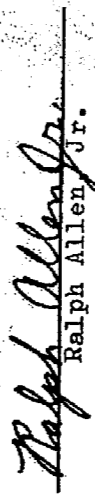
XII.

ENFORCEMENT. Any person having any right, title or interest in any lot or property within said sub-division shall have the right to prevent or enjoin any violation or attempted violation of these covenants and restrictions, by injunction or other lawful procedure, and to recover any damage resulting from such violation.

IN WITNESS WHEREOF, David J. Allen, John E. Allen and Ralph Allen, Jr. have hereunto set their hands and seals this 7th day of October, 1963.


David J. Allen (SEAL)


John E. Allen (SEAL)


Ralph Allen Jr. (SEAL)

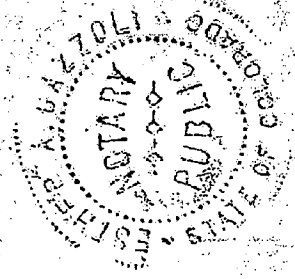
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STATE OF COLORADO)
) SS.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me
this 7th day of October, 1963, by David J. Allen, John E.
Allen and Ralph Allen, Jr.

Witness my hand and official seal.

My commission expires March 16, 1966.



Edward J. Engeli
Notary Public