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*J. L. A. Callahan*  
Recorder  
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DECLARATION OF PROTECTIVE COVENANTS

FOR CORTINA, FILING NO. ONE

Cortina Ltd., a Joint Venture, owner of the real property hereinafter described, hereinafter referred to as the "Grantor", hereby make and declare the following limitations, restrictions and uses upon and of said property as restrictive and protective covenants, through reference hereto in all deeds and contracts for sale issued by said Grantor to or for any part of said property, as benefits and obligations running with the property, and as binding upon the Grantor and upon all parties claiming under said Grantor and upon all future owners of any part of said property, so long as these restrictive covenants shall remain in force and effect as now written or as hereafter altered:

ARTICLE I. PROPERTY AFFECTED: These covenants are made applicable to all the land in the subdivision known as Cortina, Filing No. One, Summit County, Colorado, now subdivided and platted into lots and blocks, EXCEPT those lots reserved for R-25 zoning and other purposes, which lots and tracts are described as follows:

Block F, Lots 1, 2, 3, 4, 5 and 7;  
Block G, Lots 1, 2, 3, 4, 5 and 7.

ARTICLE II. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping said subdivision, as far as possible, desirable, attractive, beneficial, uniform and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty and improper uses of adjoining properties in the subdivision; all for the mutual benefits and protection of all owners of said property.

ARTICLE III. DEFINITION OF TERMS:

"GRANTOR" shall mean Cortina Ltd., its successors, assigns and duly authorized agents.

"BUILDING SITE" shall mean any lot or site subject to the terms and conditions of these covenants.

"IMPROVEMENTS" shall mean and include dwellings, out-buildings, fences, masonry walls, hedges, mass plantings and other useful appurtenances now common to dwelling usage, or common thereto during the existence of these covenants.

"SUBDIVISION" shall mean Cortina, Filing No. One.

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ARTICLE IV. LAND USES:

1. No improvement or structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than family dwellings, a private garage, and other out-buildings incidental to residential use of the premises.

2. No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than 800 square feet.

3. Continuity of Constructions: All improvements commenced in the subdivision shall be prosecuted diligently to completion and shall be completed within fifteen months of commencement unless some exception is granted in writing by Grantor.

4. Temporary Structures: No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision, except as may be determined to be necessary during construction and specifically authorized in writing by the grantor.

5. Landscaping: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but the Grantor may approve construction of gardens, lawns and exterior living areas.

6. Signs shall be restricted to identification signs used to identify the occupant or occupants of a site. All signs shall be made of cut out letters. Free standing signs shall not be located more than 100 feet from the principal building, except upon written approval by Grantor.

7. Trash: No trash, ashes or other refuse shall be thrown or dumped on any land within the subdivision. There shall be no burning of trash or refuse out of doors except as may be specifically approved in writing by Grantor. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

8. No animals or poultry of any kind, other than house pets for household enjoyment and not for commercial purposes shall be kept or maintained on any building site.

9. Mining operations of any kind, or quarrying shall not be permitted upon or in any land within the subdivision, nor shall tunnels, mineral excavations or shafts be permitted upon or in any of the land covered by these covenants.

10. No elevated tanks of any kind shall be erected, placed or permitted upon a building site. Any tank for use in connection with any residence on the lots, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened so as to conceal them from view from neighboring lots and streets. All equipment, service yards or storage piles shall be screened so as to conceal them from view from neighboring lots or roads.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE:  
The Architectural Control Committee shall be composed of OSCAR JONES, JR., 825 East Speer Boulevard, Denver, Colorado, 80218; JERRY B. LEDINGHAM, 825 East Speer Boulevard, Denver, Colorado, 80218; and WM. JAMES CUNNINGHAM, Box 216, Vail, Colorado, 81615. A majority of said Committee may designate a representative to act for the Committee. In the event of the death or resignation of any member of the Committee, or his refusal or inability to act, 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. When all of the building sites in the above described subdivision have been sold and the homes thereon have all been either completed or construction thereupon commenced, and complete approval, as set forth in paragraph roman numeral VI hereof, has been made by the Architectural Control Committee, the then majority of record owners of all the building sites in said subdivision may change the members of the Committee by a duly recorded written instrument, but in no event shall plans, specifications and other matters having previously been approved by the Architectural Control Committee, be changed materially by any new committee. The approval or disapproval of the Committee as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within Forty-five (45) days after plans and specifications, including plot plans, and all information required or requested by the Committee have been submitted to it, approval by the Committee will not be required, and such approval shall be presumed. Neither the Architectural Control Committee, nor any member thereof, shall be liable for any claims or demands whatsoever, or responsible in

any respect of, or concerning its function and acts with reference to its approval or disapproval as contemplated herein, and structural soundness or failure thereof shall be the sole responsibility of the owner.

ARTICLE VI. ARCHITECTURAL APPROVAL: No improvements shall be commenced, constructed, placed or altered on any building site or lot located in said subdivision, and no fence, wall or other structure shall be constructed, erected or maintained, nor shall any addition thereto or material change or alteration therein be made until plans and specifications, plot plan indicating the location of said building on said building site, the type and construction of the building to be placed thereon, whether a one story, two story or split or tri-level type of building, color scheme, plot plan, including the size of the building site, quality of materials, harmony of exterior design with existing structures located in said subdivision, location of the building with respect to topography and finished grade elevations, plans for proper drainage of said building site with respect to other sites in said subdivision, and such other and further information as the Architectural Control Committee deems, in its own discretion, to be required by it, all of which shall have been submitted to and approved in writing by the Architectural Control Committee designated herein, and said Architectural Control Committee shall have complete authority and discretion in the approval or disapproval thereof.

ARTICLE VII. EASEMENTS: Easements are hereby reserved as described in the Plat of the Subdivision. The easements so reserved are for utility purposes which include, but shall not be limited to, electrical, gas, telephone, water, sewer and other similar lines or services.

ARTICLE VIII. SANITATION AND WATER SERVICE:

1. At the time plans and specifications for construction of any building on a lot are submitted to the Architectural Control Committee for its approval, the person or persons submitting such plans and specifications shall also submit to the Architectural Control Committee evidence in writing that the appropriate official of Summit County, Colorado, has either:

(a) Issued a permit to tap onto and connect such building with any community sewer facilities which may then exist to serve said lot; or,

(b) Issued a permit to construct and operate an individual sewage disposal system to serve said lot;

2. Simultaneously with the acquisition by any person or persons of any lot within the subdivision from Grantor, the Grantor shall deposit in escrow with the County Commissioners of Summit County, Colorado, (the "Commissioners") a sum of money, the amount of which shall be as mutually agreed between the Grantor and the Commissioners of Summit County, Colorado. Such sum shall be used by the Commissioners for the purpose, upon resolution adopted by them, of constructing within the subdivision necessary sewage collection facilities, not including interceptor lines, treatment plant nor physical connection to structures commonly called service lines.

3. At any time, contemporaneous with or following the adoption of the resolution described in the foregoing paragraph 2 hereof, the Commissioners may adopt a resolution authorizing the construction of interceptor lines and sewage treatment facilities for the purpose of serving the subdivision and shall thereupon notify the owner or owners to deposit with the Commissioners, within twenty (20) days after the sending of such notice, cash or other appropriate evidence of credit, satisfactory to the Commissioners, for the amount of money established by resolution of the Commissioners as a tap or connection fee, entitling the owner or owners of each such lot to connect any structures then upon or thereafter located upon said lot or lots with the sewage facilities to be constructed by the said Commissioners. The amount of the tap fee shall be established by resolution of the Commissioners and shall be levied uniformly upon each lot within the subdivision.

4. Upon construction of the aforesaid collection, outfall, interceptor and treatment facility, the owner or owners of each lot or lots within the subdivision upon which structures have been erected, shall tap on and connect with the sewage disposal system immediately upon completion of the construction of the same and shall pay such uniform service and/or readiness to serve charges as shall be established by resolution of the Commissioners. Thereafter no individual sewage disposal system of whatsoever kind shall be operated within the subdivision.

5. All sewage shall be disposed of by means of an approved septic tank system and except on approval of the Architectural Control Committee, no open pit privies, chemical toilets, or cess pools will be permitted. Provided, however, that anything herein to the contrary notwithstanding, the owner of any building site with improvements thereon erected shall, when sanitary sewer facilities are available within one hundred fifty feet (150') of the property line of said building site, cease using the septic tank system or other approved system hereunder, and shall forthwith tap and hook onto the sanitary sewer line.

6. It is anticipated that the County of Summit, or other appropriate authorities, may assess a monthly, quarterly, annual or other periodic fee, herein called a service fee, for the use, operation and service of said sanitary sewer line. In the event the building site owner shall at any time fail to pay said service fee, the County of Summit or other appropriate officials may, without any liability or obligation to the owner of the building site, terminate any further water service to the building site until such time as said sewer fee is paid in full.

ARTICLE IX. EFFECT AND DURATION OF COVENANTS: The covenants and restrictions of this declaration shall run with and bind the land, and shall be for the benefit of and binding upon the applicable lots in Cortina, Filing No. 1, and each owner of property therein, his successors, representatives and assigns, and shall continue in full force and effect for a term of twenty (20) years from the date of this declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The conditions, restrictions, stipulations and covenants contained herein may be amended during the first twenty year period by an instrument signed by the owners of not less than two-thirds (2/3) of the applicable lots. Any amendment must be recorded in the Office of the Clerk and Recorder of the County of Summit, State of Colorado.

ARTICLE X. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the Cortina, Filing No. One Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual or punitive, for such violations.



DECLARATION OF PROTECTIVE COVENANTS FOR  
CORTINA, FILING NO. ONE

CORTINA, LTD., a Joint Venture, owner of the real property hereinafter described, hereinafter referred to as "Grantor", hereby makes and declares the following limitations, restrictions and uses upon and of said property as restrictive and protective covenants, through reference hereto in all deeds and contracts for sale issued by said Grantor to or for any part of said property, as benefits and obligations running with the property, and as binding upon the Grantor and upon all parties claiming under said Grantor and upon all future owners of any part of said property, so long as these restrictive covenants shall remain in force and effect as now written or as hereafter altered:

ARTICLE I. PROPERTY AFFECTED: These covenants are made applicable to certain lots in the Subdivision known as CORTINA, FILING NO. ONE, Summit County, Colorado, which lots are described as follows:

Block F, Lots 1, 2, 3, 4, 5 and 7;  
Block G, Lots 1, 2, 3, 4, 5 and 7.

ARTICLE II. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping said subdivision, as far as possible, desirable, attractive, beneficial, uniform and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty and against improper uses of adjoining properties in the subdivision; all for the mutual benefit and protection of all owners of said property.

ARTICLE III. DEFINITION OF TERMS:  
"GRANTOR" shall mean Cortina, Ltd., its successors, assigns, and duly authorized agents.  
"BUILDING SITE" shall mean any lot or site subject to the terms and conditions of these covenants.  
"IMPROVEMENTS" shall mean and include dwellings, out-buildings, fences, masonry walls, hedges, mass plantings, and other useful appurtenances now common to dwelling usage, or common thereto during the existence of these covenants.  
"SUBDIVISION" shall mean Cortina, Filing No. One.

ARTICLE IV. LAND USES:

1. No improvement or structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than family dwellings, multiple family dwellings, and accessory buildings incidental to the use thereof and as may be permitted under the zoning laws of the County of Summit, State of Colorado, for R-25 zoning as the same exists as of the date of the filing of these covenants.

2. No main dwelling structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than 800 square feet.

3. Continuity of Construction: All improvements commenced in the subdivision shall be prosecuted diligently to completion and shall be completed within fifteen months of commencement unless some exception is granted in writing by Grantor.

4. Temporary Structures: No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision, except as may be determined to be necessary during construction and specifically authorized in writing by the Grantor.

5. Landscaping: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but the Grantor may approve construction of gardens, lawns and exterior living areas.

6. Signs shall be restricted to identification signs used to identify the occupant or occupants of a site. All signs shall be made of cut out letters. Free standing signs shall not be located more than 100 feet from the principal building except upon written approval by Grantor.

7. Trash: No trash, ashes or other refuse shall be thrown or dumped on any land within the subdivision. There shall be no burning of trash or refuse out of doors except as may be specifically approved in writing by Grantor. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

8. No animals or poultry of any kind, other than house pets for household enjoyment and not for commercial purposes, shall be kept or maintained on any building site.

9. Mining operations of any kind, or quarrying shall not be permitted upon or in any land within the subdivision, nor shall tunnels, mineral excavations or shafts be permitted upon or in any of the land covered by these covenants.

10. No elevated tanks of any kind shall be erected, placed or permitted upon a building site. Any tank for use in connection with any residence on the lots, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened so as to conceal them from view from neighboring lots and streets. All equipment, service yards or storage piles shall be screened so as to conceal them from view from neighboring lots or roads.

ARTICLE V. ARCHITECTURAL CONTROL COMMITTEE:  
The Architectural Control Committee shall be composed of OSCAR JONES, JR., 825 East Speer Boulevard, Denver, Colorado 80218; JERRY B. LEDINGHAM, 825 East Speer Boulevard, Denver, Colorado 80218; and WM. JAMES CUNNINGHAM, Box 216, Vail, Colorado 81615. A majority of said Committee may designate a representative to act for the Committee. In the event of the death or resignation of any member of the Committee, or his refusal or inability to act, 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. When all of the building sites in the above described subdivision have been sold and the homes thereon have all been either completed or construction thereupon commenced, and complete approval, as set forth in paragraph VI hereof has been made by the Architectural Control Committee, then the majority of record owners of all the building sites in said subdivision may change the members of the Committee by a duly recorded written instrument, but in no event shall plans, specifications and other matters having previously been approved by the Architectural Control Committee be changed materially by any new committee. The approval or disapproval of the Committee as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within forty-five (45) days after plans and specifications, including plot plans, and all information required or requested by the Committee have been submitted to it, approval by the Committee shall not be required, and such approval shall be presumed. Neither the Architectural Control Committee, nor any member thereof, shall be liable for any claims or demands whatsoever, or responsible in any respect of or concerning

its functions and acts with reference to its approval or disapproval as contemplated herein, and structural soundness or failure thereof shall be the sole responsibility of the owner.

ARTICLE VI. ARCHITECTURAL APPROVAL: No improvements shall be commenced, constructed, placed or altered on any building site or lot located in said subdivision, and no fence, wall or other structure shall be constructed, erected or maintained, nor shall any addition thereto or material change or alteration therein be made until plans and specification, plot plan indicating the location of said building on said building site, the type and construction of the building to be placed thereon, whether a one-story, two-story, split or tri-level type of building, color scheme, plot plan including the size of the building site, quality of materials, harmony of exterior design with existing structures located in said subdivision, location of the building with respect to topography and finished grade elevations, plans for proper drainage of said building site with respect to other sites in said subdivision, and such other and further information as the Architectural Control Committee deems in its own discretion to be required by it, all of which shall have been submitted to and approved in writing by the Architectural Control Committee designated herein, and said Architectural Control Committee shall have complete authority and discretion in the approval or disapproval thereof.

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ARTICLE VIII. SANITATION AND WATER SERVICE:

1. At the time plans and specifications for construction of any building on a lot are submitted to the Architectural Control Committee for its approval, the person or persons submitting such plans and specifications shall also submit to the Architectural Control Committee evidence in writing that the appropriate official of Summit County, Colorado, has either:

(a) Issued a permit to tap onto and connect such building with any community sewer facilities which may then exist to serve said lot; or,

(b) Issued a permit to construct and operate an individual sewage disposal system to serve said lot.

2. Simultaneously with the acquisition by any person or persons of any lot within the subdivision from Grantor, the Grantor shall deposit in escrow with the County Commissioners of Summit County, Colorado, (the "Commissioners") a sum of money, the amount of which shall be as mutually agreed between the Grantor and the Commissioners of Summit County, Colorado. Such sum shall be used by the Commissioners for the purpose, upon resolution adopted by them, of constructing within the subdivision necessary sewage collection facilities, not including interceptor lines, treatment plant nor physical connection to structures commonly called service lines.

3. At any time, contemporaneous with or following the adoption of the resolution described in the foregoing paragraph 2 hereof, the Commissioners may adopt a resolution authorizing the construction of interceptor lines and sewage treatment facilities for the purpose of serving the subdivision and shall thereupon notify the owner or owners to deposit with the Commissioners, within twenty (20) days after the sending of such notice, cash or other appropriate evidence of credit, satisfactory to the Commissioners, for the amount of money established by resolution of the Commissioners as a tap or connection fee, entitling the owner or owners of each such lot to connect any structures then upon or thereafter located upon said lot or lots with the sewage facilities to be constructed by the said Commissioners. The amount of the tap fee shall be established by resolution of the Commissioners and shall be levied uniformly upon each lot within the subdivision.

4. Upon construction of the aforesaid collection, outfall, interceptor and treatment facility, the owner or owners of each lot or lots within the subdivision upon which structures have been erected, shall tap on and connect with the sewage disposal system immediately upon completion of the construction of the same and shall pay such uniform service and/or readiness to serve charges as shall be established by resolution of the Commissioners. Thereafter no individual sewage disposal system of whatsoever kind shall be operated within the subdivision.

5. All sewage shall be disposed of by means of an approved septic tank system and except on approval of the Architectural Control Committee, no open pit privies, chemical toilets, or cess pools will be permitted. Provided, however, that anything herein to the contrary notwithstanding, the owner of any building site with improvements thereon erected shall, when sanitary sewer facilities are available within one hundred fifty (150) feet of the property line of said building site, cease using the septic tank system or other approved system hereunder, and shall forthwith tap and hook onto the sanitary sewer line.

6. It is anticipated that the County of Summit, or other appropriate authorities, may assess a monthly, quarterly or annual or other periodic fee, herein called a service fee, for the use, operation and service of said sanitary sewer line. In the event the building site owner shall at any time fail to pay said service fee, the County of Summit or other appropriate officials may, without any liability or obligation to the owner of the building site, terminate any further water service to the building site until such time as said sewer fee is paid in full.

ARTICLE IX. EFFECT AND DURATION OF COVENANTS: The covenants and restrictions of this declaration shall run with and bind the land, and shall be for the benefit of and binding upon the applicable lots in Cortina, Filing No. One, and each owner of property therein, his successors, representatives and assigns, and shall continue in full force and effect for a term of twenty (20) years from the date of this declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The conditions, restrictions, stipulations and covenants contained herein may be amended during the first twenty year period by an instrument signed by the owners of not less than two-thirds (2/3) of the applicable lots. Any amendment must be recorded in the Office of the Clerk and Recorder of the County of Summit, State of Colorado.

ARTICLE X. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the Cortina, Filing No. One subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual or punitive, for such violations.