

Disclaimer

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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS COVERING LOTS IN FOX HILL 2ND FILING, LONGMONT, COLORADO

THIS DECLARATION, made this 15th day of January, 1976, by EMBASSY HOMES, INC., a Colorado corporation, hereinafter called "the Declarant":

WITNESSETH:

WHEREAS, the Declarant is the owner of record of the following lots in Fox Hill, 2nd Filing as shown of the plat thereof recorded in the office of the County Clerk and Recorder of the County of Boulder and State of Colorado.

WHEREAS, Declarant desires to establish and improve a general plan for the improvements, development, use and occupancy of all of said lots which shall be binding on the inure to the benefit of the owners and future owners of said lots and all thereof in order to enhance their value, desirability and attractiveness and to subserve and promote the sale thereof;

NOW, THEREFORE, Declarant hereby declares that all of the herein above described lots and any part thereof are held and shall hence forth be sold, conveyed, used, improved, occupied, resided upon, hypothecated, and held upon and subject to the provisions, conditions, restrictions, agreements and covenants set forth as follows, to-wit:

SECTION 1. Each and every one of said lots shall be used for single family private family residence purposes only. No construction whatsoever, other than one first class, private, single-family residence shall be erected. Garages or carports must either be attached to the residence as an integral part thereof or attached thereto by arbor or breezeway and shall conform to the architecture thereof.

SECTION 2. No room or rooms in any residence or parts thereof may be rented or leased and no paying guest shall be quartered in any residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

SECTION 3. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any part of said lots except that residents may keep dogs, cats or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes. Household pets shall be maintained in compliance with the City of Longmont code of standards.

SECTION 4. No temporary house, trailer, tent garage, or outbuilding shall be placed or erected upon any part of said lots, and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed; nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth; provided, however, that during the actual construction or alteration of any building on any lot, necessary temporary buildings for storage of materials may be erected and maintained by persons doing such work. The work of constructing, altering, or remodeling any building on any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof.

SECTION 5. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot, no derricks or other structures for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. All subsurface mineral rights including oil, gas, and other hydro-carbons are specifically excluded from ownership by deed from EMBASSY HOMES INC., except by a deed for such mineral, oil, gas, or hydro-carbon purpose. Neither EMBASSY HOMES INC., nor any of its grantee or assigns shall have the right of access for any surface use of exploration of the subsurface rights hereby excluded.

SECTION 6. Every principal residence constructed on a lot shall have not less than 1,000 square feet of floor area, 800 square feet on the main floor in the case of a two story, devoted to living purposes (exclusive of roofed or unroofed porches, terraces, basements, garages, or carports) and shall have a garage of sufficient size to house not less than two cars. Each residence shall provide for off street parking for at least four cars, including the space in the garage or carport. No camper or trailer may be parked on the street or front yard setback and the parking of such vehicle off street shall be in a manner shielding it from view from the street.

Section 7. Every building, structure, or other improvements other than a wall or fence, which is erected or placed upon any lot (excluding uncovered terrace and steps) shall be located in accordance with the following prescribed distance from lot lines:

- (a) FRONT YARD SETBACKS: Not less than 25 feet from any street lot lines. Corner lots fronting on two streets shall be considered as having two street lot lines and the set backs shall not be less than 25 feet from the front street lot line and 15 feet from the side street lot line.
- (b) SIDE YARD SETBACKS: Not less than 5 feet from one side lot line and not less than 10 feet from the other side lot line.
- (c) REAR YARD SETBACKS: Not less than 20 feet from any rear lot line.

SECTION 8. No wall or fence, except a decorative wood, stone or brick fence not exceeding six feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any lot. No walls, fences, shrubs, or hedges between two and six feet above the roadway will be permitted on the street frontage of a corner lot which would obstruct sight lines within a triangle area formed by the street property lines and line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain in said triangle unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines. No fence shall be permitted within 25 feet of the property line adjoining the golf course.

SECTION 9. Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and the same shall not nor shall any part thereof be moved or placed thereon from elsewhere. This shall not limit the use of component parts or sections in new construction.

SECTION 10. No advertising or sign of any character except one professional sign of not more than one square foot, a name plate of the occupancy and a street number and a "for sale" or "for rent" sign not exceeding the size permitted in residential areas in the City of Longmont. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks used in connection with any residence constructed on said property, including tanks for storage of gas or oil, must be below ground. All types of refrigerating, cooling or heating apparatus must be concealed. No garbage, or trash cans or receptacles shall be maintained in an exposed or unsightly manner. No overhead utility lines shall be installed and maintained on the portion of the lots covered by those restrictions except overhead lines required by the electrical utility company servicing the area, provided that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction. Television antennas shall be limited to attic area only. Radio antennas shall not protrude above the roof in excess of two (2) feet beyond the highest point.

SECTION 11. Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot, street or golf course, except as necessary during the period of construction. In the event any structure is destroyed either wholly or partially by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to the Declaration, or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations, and all debris, shall be promptly removed from the property. Each occupied lot shall at all times be kept clear of weeds and other unsightly growth; and any and all landscaping that becomes objectionable or would interfere with the operation of the golf course located adjacent to the property covered hereby, upon demand shall forthwith be removed by the property owner. The property line adjoining the golf course shall be planted to pftizers every 10 feet. No permanent clothes line poles shall be allowed.

SECTION 12. No lot or lots shall be subdivided, except for the purpose of combining portions of an adjoining lot, provided that no additional building sites is created thereby. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of this Declaration of Conditions and Restrictions, be deemed as constituting a single lot.

SECTION 13. All electric, television, radio and telephone line installments and connection from lot owner's property line to residence or structures shall be placed underground.

SECTION 14. Easements and rights-of-way in perpetuity are hereby reserved for surface and subsurface drainage purposes and for the construction, maintenance and operation of underground wires, cable, pipes, tile lines, conduits and apparatus for the transmission of electrical energy; for telephone, television and radio lines and for furnishing of water, gas, and sewer service, or for the furnishing of other utility purposes. together with the right of entry for the purpose of installing, maintaining and reading gas, electric, and water meter; under, alone, across, upon and through strips of land shown as easements on the recorded Plat of Fox Hill, except those easements which have been or may be released of record by proper governmental agencies.

SECTION 15. Each grantee of the properties included within this Declaration, by acceptance of a deed conveying any of the lots or properties, shall accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, any by such acceptance, shall for himself, his heirs, personal representatives, successors and assigns, covenants, agree and consent to and with the grantees and subsequent owners if each of said other lots to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements are intended and imposed for the direct and mutual and reciprocal benefit of each and all of said lots and subsequent owners thereof, and to create mutual and equitable servitudes upon each of said lots in favor of each other It, and reciprocal rights and obligations and privity of contract and estate between the grantees of said lots, their respective heirs, and assigns.

SECTION 16. The provisions herein contained are for the benefit of each and all said lots and are and shall operate as covenants running with the land, and shall inure to the benefit of and be binding upon Declarant and the purchasers and subsequent owners of each of said lots. A violation of said provisions, conditions, restrictions, or covenants shall warrant the Declarant or other lot owners to apply to any court of law or equity having jurisdiction thereof for an injunction or for damages or other proper relief, and if such relief be granted, the Court may, in its discretion, award to the plaintiff his court costs and reasonable attorney's fees. No delay or omission on the part of the undersigned or their successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power of remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by, for, or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions, or covenants which may be unenforceable.

SECTION 17. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

SECTION 18. The restrictions, conditions and covenants herein set forth are covenants which run with the land and shall be binding upon Declarant and successive owners of the herein above described lots or any parts thereof until January 1, 1985. After that date, the covenants shall be automatically extended for two additional ten-year periods unless there is filed for record, at least ninety days prior to the original expiration date, an instrument in writing executed by at least 60% of the then owners (each lot has one vote) of the lots subject to those restrictions, declaring that the restrictions have terminated. From and after January 1, 1985 should these restrictions, conditions and covenants be in effect, they may be amended or revoked by the recording in the office of the County Clerk and Recorder of Boulder, County, Colorado an instrument signed by the then owners of not less than 60% of such lots setting forth such amendment or revocation, provided always, however, such amendment shall not have the effect of rendering such restrictions, covenants and conditions more difficult to comply with or of imposing more severe restrictions. A certificate signed and acknowledged by the County Assessor of the County of Boulder, Colorado, or by an abstractor or title company doing business in Boulder County, Colorado, that any such instrument has been signed by the then owners of not less than sixty percent (60%) of such lots shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of lots.

SECTION 19. Brick entry signs, columns and wood fencing for the privacy and beautification of Fox Hill may be provided by the developer on perimeter streets and entrances into the area. These fences and signs shall be located as near the property lines as allowable by the City of Longmont, Colorado based upon the fence design. Any encroachment into any lot or lots upon acceptance of a deed to any lot or lots, shall be deemed an acceptance of the fence and location thereof and the purchaser of such lot or lots shall have no legal recourse against the developer or City of Longmont, Colorado.

IN WITNESS WHEREOF, EMBASSY HOMES, INC., has caused its corporate name and seal to be hereunto affixed by its President, attested by its Secretary this 15th day of January, 1976.

EMBASSY HOMES, INC.
Original signed by Paul Noble
Paul E. Noble, President

Original signed by James W. Kirby
James W. Kirby, Secretary

Original notarized by Paula Mills, Notary Public, on January 15th, 1976.