

Recorded at 4:15 O'Clock P.M.
Reception No. 104819

May 6, 1966

Recorder

Book 183
Page 949
thru 952 Inc.

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

Wiborg Park, Filing No. 1 and Frisco Terrace, Filing No. 1

ALAN D. RAPP and L. M. LARSON, being the owners in fee simple of all the hereinafter described real property, acting for and on behalf of themselves, their heirs, executors, personal representatives and assigns, do hereby make, declare, impose, establish and publish the following limitations, restrictions, covenants and conditions regulating the use to which said real property may be put and establishing the sale as restrictive and protective covenants, through incorporation by reference hereto, in all deeds and contracts, for sale of said lands, or any part thereof, as benefits and obligations running with the property, and as binding upon said owners and upon all persons claiming through or under said owners and upon all future owners of any part of said property, or the grantees, successors or assigns of said future owners, for so long as these restrictive covenants shall remain in full force and effect as herein set forth.

1. **PROPERTY AFFECTED.** The property affected by this declaration of restrictive and protective covenants is all of the property located within Frisco Terrace, Filing No. 1, and Wiborg Park, Filing No. 1, Summit County, Colorado.
2. **GENERAL PURPOSES.** These restrictions and covenants are published and declared for the purpose of controlling the use of land in said subdivision and providing, insofar as possible, for all improvements therein erected to be desirable, beneficial, uniform, suitable and harmonious in architectural design, materials and appearance; to restrict and limit the use of land to residential purposes; to guard against fire and unnecessary interference with the natural beauty and improper uses of adjoining properties in the subdivision; to promote the general welfare of persons living in said subdivision, all for the mutual benefit and protection of all owners of property in said subdivision.
3. **RUN WITH THE LAND.** These covenants are hereby impressed upon said property and shall be deemed to run with the land and inure to the benefit of and be binding upon all persons who are or become owners of said property.
4. **LAND USE PERMITTED.** On any lot in Frisco Terrace, Filing No. 1, and Wiborg Park, Filing No. 1, there may be constructed, subject to architectural control as hereinafter set forth, one new detached dwelling designed for occupancy by a single family and for private use only; a private garage and such other enclosed and covered outbuildings as are incidental to single family, residential use on the premises; sanitation facilities, underground fuel storage, hedges, plantings, non-commercial antenna and such other appurtenances common to a mountain subdivision. All of said garages, outbuildings and appurtenances shall be subject to said architectural control.
5. **LAND USE PROHIBITED.** No structures shall be erected, altered or permitted to remain on any lot or parcel within Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1, except those provided for in the next preceding paragraph. No first, apartment, duplex, multi-family dwelling or structure to be used for commercial purposes shall be erected or maintained. No used or second-hand structure shall be moved upon said premises. No building of a temporary character, basement, tent, shack, outbuilding or trailer shall be placed or used on any lot or parcel, either temporarily or permanently, except that necessary appurtenances for and during actual construction may be used and trailers or structures of a temporary nature may be occupied during the period of permanent construction of an improved and allowed improvement, but in no event shall said temporary structures, etc., remain on the lot or parcel for more than one year.

6. PROHIBITED ACTIVITIES.

- (a) No oil drilling, mining, prospecting or mineral operation or exploration of any kind shall be permitted on any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or in any improvement thereon, except for domestic dogs, cats and household pets; PROVIDED that no commercial use be made of such pets. Nothing contained herein shall prohibit the keeping of horses in areas designated for said purpose by owners.
- (b) Signs. No signs, billboards, poster boards or advertising structure of any kind shall be erected or maintained on any lot or structure for any purpose whatsoever, except such signs as have been approved by the Committee as reasonably necessary for the identification of residences and places of business.
- (c) Sewage. Each structure designed for use or occupancy by human beings shall have a complete and approved septic system for disposal of sewage.
- (d) Trash and Garbage. No trash, ashes or other refuse may be thrown or dumped on any land within Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1. The burning of refuse out of doors shall not be permitted in Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1. No incinerators or other device for burning of refuse outdoors shall be constructed, installed or used by any person, except as approved by the Committee. Each property owners shall provide suitable receptacles for the collection of refuse. Such receptacles shall be screened from public view, and protected from disturbance.
- (e) Trees. No trees shall be cut, trimmed or removed in Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1, except with prior written approval of the Committee.
- (f) Setback Requirements. There shall be no general requirements for the location of improvements with relation to property lines, but the location of each improvement must be approved in advance by the Committee. In determining the proper location for each improvement, the Committee shall consider the location of existing and future improvements on adjacent property, the wishes of adjacent property owners, and such other monetary or aesthetic considerations as it may deem appropriate.
- (g) Nuisances. No noxious or offensive activity shall be carried on, nor shall anything be done or permitted which shall constitute a public nuisance in Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1.
- (h) Fences. No fences, walls or other barriers shall be permitted for the purpose of enclosing or demarcating property unless written permission is given by the Committee.

7. ARCHITECTURAL CONTROL.

- (a) Committee. The planning and architectural control committee, herein referred to as the Committee, shall consist of three members who shall be designated by the Owner, his successor or assigns, to review, study and approve or reject proposed improvements within the area described in the map of Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1, or which these restrictive covenants are made a part.
- (b) The Committee shall make such rules and by-laws and adopt such procedures as it may deem appropriate to govern its proceedings.

- (c) Approval of Plans. No building, outbuilding, fence or other improvements shall be constructed, erected or maintained on any tract, block or lot, nor shall any addition thereto, or alteration therein be made, until Plans and Specifications showing the color, location, materials, landscaping, and such other information relating to such improvements as the Committee may reasonably require shall have been submitted to and approved by the Committee in writing.

- (d) Criteria. In passing upon such Plans and Specifications the Committee shall consider:

The suitability of the improvement and materials of which it is to be constructed to the lot or parcel of land upon which it is to be located;

The nature of adjacent and neighboring improvements;

The quality of the materials to be utilized in any proposed improvements; and

The affect of any proposed improvement on the outlook of any adjacent or neighboring property.

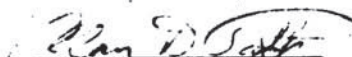
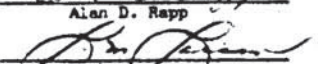
It shall be an objective of the Committee to make certain that no improvement will be so similar or so dissimilar to others in the vicinity that values, monetary or aesthetic, will be impaired.

- (e) Affect of the Committee's failure to act. In the event the Committee fails to approve or disapprove plans and specifications submitted to it within thirty (30) days of submission and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be determined to have been fully complied with.

8. EASEMENTS AND RIGHT-OF-WAY. Easements and rights-of-way for roads, lighting, gas, telephone, water and pedestrian traffic, and any other kind of public or quasi public utility service are reserved as shown on the plat of Frisco Terrace, Filing No. 1 and Wiborg Park, Filing No. 1. No fence, wall, hedge, barrier or other improvements shall be erected or maintained along, on, across or within the areas reserved for easements and rights-of-way.
9. MINIMUM AREA REQUIREMENTS. No structure or dwelling erected on any lot or parcel for residential use shall be permitted which contains less than five hundred (500) square feet of enclosed living area, exclusive of garages, car ports, porches and appurtenances. Architectural control shall determine from the design of the improvements whether or not an area partially below grade shall qualify as enclosed living space for the purpose of determining minimum area requirements.
10. TRADE NAME. Owners are the only persons entitled to use the name FRISCO TERRACE or any variation thereof and no person whomsoever shall use any work, name symbol or identification which shall incorporate the name FRISCO TERRACE without first securing approval of architectural control.
11. CONTINUITY OF CONSTRUCTION. All structures commenced in Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1, shall be prosecuted to completion in a diligent manner and shall be completed within twelve (12) months from the date of commencement of construction, except when said time for completion is extended by architectural control.
12. OWNER'S LIABILITY. Owners shall not be liable to any person for any actions in connection with plans submitted to architectural control or shall approval of plans by architectural control act as any guarantee as to lot lines, soil conditions or sewage disposal systems.

13. **DURATION OF COVENANTS.** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each lot or parcel in FRISCO TERRACE, Filing No. 1 and WIBORG PARK, Filing No. 1, and each owner of property therein, his successors, representatives and assigns, and shall continue in full force and effect until January 1, 1979, at which time they will be automatically extended for five successive terms of ten (10) years each.
14. **ENFORCEMENT OF COVENANTS.** The restrictions and protective covenants herein set forth are accepted by every grantee, purchasers and owners or any property in Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1, and they each agree to conform to and observe said covenants. Either the owners or any persons holding under said owners shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of these covenants, which right shall be in addition to other existing remedies which may be applicable. No failure on the part of any persons to enforce any covenant immediately after the breach thereof becomes known shall be deemed a waiver as to that breach or any similar breach in the future. Nothing contained herein shall limit the right of any person aggrieved by a breach of these covenants to recover damages therefor.
15. **ASSIGNABILITY OF OWNERS' INTEREST.** Nothing contained herein shall prohibit the owners from assigning their interest in Frisco Terrace, Filing No. 1, or Wiborg Park, Filing No. 1, and such assignment shall carry with it all rights contained herein to appoint an architectural control committee to enforce these covenants.
16. **OWNERS' ASSOCIATION.** If owners desire to form an association for the purpose of promoting the purposes of these covenants, then ALAN D. RAPP and L.M. LARSON, or other successor developers, will assign to said owners' association all their right to enforce these covenants. PROVIDED THAT, said assignment shall not be required until at least eighty per cent (80%) of the lots or parcels in Frisco Terrace, Filing No. 1 or Wiborg Park, Filing No. 1, have been purchased and paid for by individuals.
17. **SEVERABILITY.** Invalidity of any one or more of the covenants herein contained by any Court of competent jurisdiction shall in no way affect any of the other covenants and they shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this declaration of restrictions and protective covenants for all property in Frisco Terrace, Filing No. 1 and Wiborg Park, Filing No. 1 to be filed and recorded on this 11 day of January, 1966.


Alan D. Rapp

L. M. Larson

STATE OF COLORADO }
COUNTY OF EL PASO } ss.

Subscribed, sworn to and acknowledged before me by Alan D. Rapp and L. M. Larson on this 11 day of January 1966.



My commission expires July