

**FOURTH AMENDED
DECLARATIONS AND COVENANTS
FOR
VAN AIRE SKYPORT
SUBDIVISION AND CORPORATION**

Per
Colorado Common Interest Ownership Act (CCOIA)

January ____, 2020

Prepared by:

VASC ad hoc Covenant Control Committee
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Approved this day in accordance with VASC Bylaws, _____ January, 2020

Attested By

_____ VASC Board President
Typed Name

Signature

TABLE OF CONTENTS

**FOURTH AMENDED AND RESTATED
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Preamble 3
 Protective Covenants 3

1. Use Of Land 3
2. Commercial Enterprises 3
3. Marijuana Production/Distribution 3
4. Temporary Structures 4
5. Maintenance of Premises and Storage of Motor Vehicles. 4
6. Aircraft On Premises 4
7. Dwelling Size And Materials 4
8. Building Restrictions, Setbacks, Easements 4
9. Fences 5
10. Sight Distance At Street Intersections 5
11. Taxiways 5
12. Signs 5
13. Livestock And Poultry 5
14. Architectural Control Committee 5
15. Action By The Architectural Control Committee6
16. Approval Of Plans 6
17. Term 6
18. Severability. 6
19. Certification 6

**FOURTH AMENDED AND RESTATED
PROTECTIVE COVENANTS
FOR**

VAN AIRE SKYPORT

Preamble

Van-Aire Skyport Corporation is conceived as an exclusive residential community, without restriction as to race, color, religion or national origin, built around a carefully planned airport airport setting, designed for the exclusive enjoyment of property owners, guests and grantees.

Protective Covenants

The Van Aire Skyport Protective Covenants provide guidance for property owners regarding the maintenance and appearance of their property within the confines of the Van Aire Skyport subdivision (The Community). The Covenants also provide guidance regarding exterior remodeling, and/or reconstruction of existing structures, as well as adding new structures, including hangars, garages, storage buildings, fences, trees, shrubs, or any other alteration which may affect the function or appearance of the community. A copy of the VASC Bylaws, the Articles of Incorporation and the Protective Covenants shall be issued to each property purchaser at closing. By signing closing documents associated with purchase of property within the Van Air Skyport Subdivision, property owners agree to abide by the Bylaws, Protective Covenants, Articles of Incorporation and any rules and regulations that may be adopted by the Board of Directors from time to time. Property owners who do not currently possess copies of these documents may request copies through the Board of Directors Secretary/Treasurer by email at www.vanareskyport.org or vanaire@comcast.net.

1. **Use Of Land:** No more than one single-family dwelling of not more than two (2) stories in height may be erected on any Plot: in addition, hangar (s), or other structure (s) which is deemed by the Architectural Control Committee to be in accordance with the general architectural scheme and usage of the Van Aire Subdivision, is depicted on the Plat of the Community. Any additional outbuildings/structures must be in conformance with Adams County land surface coverage restrictions, building codes, and these covenants.
2. **Commercial Enterprises:** No commercial businesses or enterprise are permitted which may interfere with other owners' use, enjoyment, or value of her/his property, or which may be contrary to federal, state, or local law, or any other operation that may be declared unsuitable by a majority vote of the membership.
3. **Marijuana Production/Distribution:** Notwithstanding the provisions of the preceding paragraph no person may use, or permit their Van Aire Skyport residence or property to be used in the commercial production, processing, or distribution of marijuana products. Similarly, no renter or lessor of any property located within the boundaries of Van Aire Skyport subdivision may use such property in the production, processing, or distribution of marijuana products.
4. **Temporary Structures:** No structure of a temporary character, no basement, tent, shack,

garage, hangar, barn or any other outbuilding shall be used as a residence, temporarily or permanently. Boats, trailers, campers, and such, are permissible, but may not be used for living quarters.

5. **Maintenance of Premises:** No plot shall be used for any type of storage of house trailers, trucks, machinery, heavy equipment, goods, wares, merchandise, material, rock, gravel, sand, earth or the like except of the storage of such materials in connection with the construction or improvement a property or the common area. No trash, ashes or other refuse may be thrown or deposited or dumped on any plot. Each plot shall be kept in a sanitary and slightly condition at all times. Plots may be used for the temporary storage of cars or airplanes, provided the other foregoing conditions are met.
6. **Aircraft on Premises:** Van Aire Skyport is open to guests of property owners; hence guests are permitted to temporarily tie down aircraft on the permitting property owner's Plot. No more than three (3) aircraft may be permanently tied down on any owner's property. Wrecked, dismantled, disassembled aircraft or aircraft parts are not permitted to be stored outdoors for more than thirty (30) days.
7. **Dwelling Architecture and Materials:** All residences, hangars, and outbuildings will be constructed in such a manner, and of such materials as necessary to maintain an appearance consistent with the overall architectural standards of the community and these covenants. No mobile homes will be permitted as permanent residences. The Architectural Control Committee as specified in paragraph 14. below will exercise control regarding this issue.
8. **Building Restrictions, Setbacks, Easements:** No residence, or improvements on any part thereof shall be erected on any plot within fifty (50) feet of any street, or within sixty (60) feet of any taxiway centerline. No improvements shall be erected less than ten (10) feet from any side lot line. Residences shall generally face their respective access street allowing for an angled orientation in the case of a corner lot. Nothing over one (1) foot in height may be erected within thirty (30) feet from the edge of the taxiway pavement.
9. **Fences:** Subject to Adams County restrictions and paragraph 10 below, no fence or wall higher than six (6) feet shall be erected in the rear of any property, and no fence or wall higher than four (4) feet may be erected in the front yard of any residence or property.
10. **Sight Distance at Street Intersections:** No fence, hedge, tree, or shrub planting which obstructs sight lines between two and six feet above the ground or roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of view of oncoming traffic.
11. **Taxiways:** Taxiways are part of each Plot owned, with a permanent easement and building restriction as mentioned above. The owner shall keep taxiways clear of

obstructions for the use and benefit of all, and no landings or take-offs shall occur on said taxiways except in circumstances of an emergency. VASC is responsible for taxiway pavement maintenance and snow removal. Each property owner is responsible for maintaining the easement part of her/his property adjoining the taxiway.

12. **Signs:** No sign of any kind shall be visible to the public on any Plot, except that one professionally produced, non-animated, non-flashing sign of not more than one and one-half (1 ½) square feet is permitted.
13. **Livestock and Poultry:** No animals, livestock, or poultry of any kind may be raised, bred, or kept on any Plot for commercial purposes. Up to two (2) horses may be maintained on any Plot provided said horses are provided with at least twenty thousand (20,000) square feet of grazing space per horse, and a shelter adequate to provide shelter from the elements. Horses shall not be permitted to graze or roam on any lot to the point that such grazing and roaming renders the Plot barren of turf or other vegetation. In no event shall any horses be maintained in such a fashion as to cause dirt or other debris to come upon any adjoining property. The corral and other areas used by horses shall be maintained in a clean and sanitary fashion so as not to attract flies, insects, rodents, or other pests. All fences shall be subject to the approval of the Architectural Control Committee established by these covenants. All horses shall be maintained and contained in a manner consistent with good animal husbandry. No horses shall be permitted to roam at large. This covenant shall not permit the maintenance of horses in such a fashion as to constitute a public or private nuisance.
14. **Architectural Control Committee:** The Architectural Control Committee shall be elected at each Van Aire Skyport Corporation annual meeting. The committee shall act exclusively from and within the powers defined in these protective covenants. The members of the architectural control committee shall serve without compensation, but direct committee expenses shall be paid as a budget item of the Van Aire Skyport Corporation. The architectural control committee shall consist of five members all of whom must be titled property owners of the Van Aire Skyport Subdivision. The architectural control committee shall replace any mid-term vacancies by appointment of the committee chair with agreement of all current members of the committee. Said appointee shall serve out the unexpired term of the vacated member. Each member shall serve a term two (2) years. The mailing address of the architectural control committee shall be the same as the Van-Aire Skyport Corporation.
15. **Action By The Architectural Control Committee:** The committee may provide rules governing its procedures pertaining to a quorum, application forms, posting of notices and similar matters. It is expressly provided that any person acting pursuant to an instrument in writing signed by one or more members of the committee and, by its terms purporting to reflect a duly authorized action of the committee, shall be fully protected in the premises and shall not thereafter be enjoined, restrained, hindered, delayed or penalized in any manner with regard to such matter.

