

## PROTECTIVE COVENANTS

For Block 2, VAN-AIRE Subdivision

A subdivision of a part of the North half (N1/2) of Section 7, Township 1 South, Range 65 West of the 6th Principal Meridian, Adams County, Colorado.

DEDICATION: Van-Aire is conceived as an exclusive residential community, without restriction as to race, color, religion or national origin, built around a carefully planned airport type runway, laterally radiating taxiway, and separate cul-de-sac type streets giving access to, and for the exclusive use of property owners, guests and grantees. This development by Vantage Land and Investment Corporation is PRIVATE, with the exception of said streets which, when accepted, will be maintained by Adams County. Property owners shall be shareholders (holding 1 share per lot owned) in the Colorado non-profit corporation known as Van-Aire Skyport Corporation, and additionally, each property owner shall be a member of the Van-Aire Skyport Corporation in order that all property owners become members of the Van-Aire Skyport Corporation to insure Van-Aire Skyport Corporation financial support and compliance with rules and regulations set by the Van-Aire Skyport Corporation concerning the operation of aircraft, including, but not limited to, take offs, landing, and in flight usage and maintenance of common facilities. All property owners hereby covenant that in the event a delinquency occurs in payment of Van-Aire Skyport Corporation assessments, a lien for the delinquency is an available remedy to the Van-Aire Skyport Corporation, and costs and reasonable attorneys fees to foreclose or otherwise collect an overage in assessments, shall be paid by the delinquent property owner. Zoning will remain Adams County Agricultural One, subject to a majority vote of shareholders for their mutual benefit with approval by Adams County.

ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be elected at the Van-Aire Skyport Corporation's annual meeting, but said committee is to act exclusively from and within the powers defined in these protective covenants. 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 vacancies, said appointee to serve out the unexpired term of vacated member. 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. Each member shall serve a term of two years, however, at the first election held at the Van-Aire Skyport Corporation meeting for 1975, the two members receiving the least number of votes shall serve a term of only one year. The mailing address of the architectural control committee shall be the same as the Van-Aire Skyport Corporation.

APPROVAL OF PLANS: No residence, hangar, building, well or structure shall be erected, placed or altered on any plot until the building plans, specifications and plot improvement plan showing the location of such improvements have been approved in writing as to the general plan and external design and as to location by the committee for approval with notations. Should the committee fail to approve or disapprove said plans within 20 days after submission, then such approval will not be required and the requirements of this covenant will be deemed to have been met. All structures shall be complete within 12 months from the date of the committee approval.



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, a hanger, or other structure which is deemed by the Architectural Control Committee to be in accord with the general architectural scheme and usage of Van-Aire Subdivision. No commercial enterprise shall be permitted which interferes with another owner's use and enjoyment or value of his property or which enterprise is contrary to law.

DWELLINGS: SIZE AND MATERIALS. It is not the purpose of the developers to specifically limit, prohibit or restrict improvements as to minimum sizes not to require conformance within a certain materials framework. It is anticipated that there will be a great variation in these items, and that this will indeed benefit the community. Control will be exercised largely through the power of the Architectural Control Committee, which has the interest of the entire subdivision. Another self-limiting factor is the value of the land, street and runway system, etc., which makes it economically unfeasible to erect anything but superior quality improvements.

BUILDING RESTRICTIONS, SETBACKS, EASEMENTS: No residence or building improvements or any part thereof shall be erected on any plot within fifty feet of any street, or within sixty feet of the centerline of any taxiway (see Plat). Such improvements shall not be erected closer than ten feet to any side lot line not abutting a street or taxiway. Residences shall face their access streets in the main; and although certain style residences may be angled or turned away from the parallel with the street, the main accomplishment should be that each dwelling is in harmony with its own site and with the site and improvements of its neighbors. For the purpose of this covenant, eaves, stone, overhangs, bay windows and any other such projections shall not be considered as part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a plot to encroach upon another plot. The easements for street rights of way, taxiway clearance (30 feet in from the center line of each taxiway to allow for aircraft access and egress) and for utilities are as on the recorded plat. There is the additional building restriction that nothing over one foot above the ground may be erected within an additional 30 feet in from the original taxiway easement. This gives the total back to back taxiway clearance of 60 feet for two opposed plots, with a total visibility clearance of 120 feet in width for taxiing aircraft.

TAXIWAYS: Taxiways are part of each plot owned, with a permanent easement and building restriction as mentioned above, for the mutual benefit and use. Maintenance of each owner's property is the responsibility of said owner; however, the taxiways shall be maintained by the corporation. The owners shall keep the taxiways clear for the use and benefit of all, and no landings or take-offs shall occur on said taxiways.

TEMPORARY STRUCTURES: No structure of a temporary character, no basement, tent, shack, garage, hanger, barn or trailer or any other outbuilding shall be used as a residence, temporarily or permanently. Boats, trailers, campers and such are permissible but cannot be used for living quarters.

SIGHT DISTANCE AT INTERSECTIONS: No fence, hedge, 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, or in the case of rounded property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



AIRCRAFT ON PREMISES: Van-Aire is open to owners and guests. No more than 3 aircraft shall be on any one plot, either tied down or in hangar. There shall be no dismantled, wrecked, or disassembled aircraft, parts, etc. stored or tied down in the open at any time.

SIGNS: No sign of any kind shall be displayed to the public view on any plot except one professional sign of not more than one and one-half (1 1/2) square foot, flat mounted, unanimated and non-flashing, and one sign of not more than twelve square feet advertising the property for sale or rent. However, during the construction and sales period, large project type signs used by the builder to promote the subdivision are acceptable

MAINTENANCE OF PREMISES: No plot shall be used for any type of storage of house trailers, truck, machinery, heavy equipment, goods, wares, merchandise, material, rock, gravel, sand, earth or the like except for the storage of such materials in connection with the construction of the improvements. 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 sightly condition at all times. Plots may be used for the temporary storage of cars or airplanes, provided the other foregoing conditions are met.

FENCES: Subject to the preceding building restrictions, no fence or wall higher than 6 feet in the rear yard or 4 feet in the front yard shall be erected or maintained without the written approval of the Architectural Control Committee.

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any plot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and except a maximum of two horses may be maintained on any plot, provided said horses are kept in a corral having a maximum size of 40,000 square feet and shelter and appropriate outbuildings are furnished, which shelter and corral shall not be constructed until approved by the Architectural Control Committee as provided in these covenants. If horses are kept on the premises, consistent with this covenant, the horses shall not be permitted to graze or roam on any lot to the point that such grazing and roaming renders the lot 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.

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 such regard.

TERM: These covenants run with the land and shall be binding on all persons claiming under them for a period of one year from the date of recording, after which time said covenants shall be



automatically extended for successive periods of five years unless an instrument signed by seventy-five percent (75%) of the then owners of the plots, agreeing to change said covenants in whole or in part.

**ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating any covenant to restrain violations or to recover damages.

**SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise effect the validity of any other provisions, which shall remain in full force and effect.

We, the undersigned, being a majority of the recorded property owners in Block 2, Van Aire Subdivision, a subdivision of a part of the North half (N1/2) of Section 7, Township 1 South, Range 65 West of the 6th Principal Meridian, Adams County, Colorado, do, pursuant to Protective Covenants heretofore filed at Book 1568, Pages 355-357, Clerk and Recorder's Office, Adams County, Colorado, agree as a majority of the property owners to the foregoing amendments, additions, deletions and changes to the Protective Covenants heretofore filed; said changes being attached hereto and made a part hereof: (See Exhibit A consisting of four (4) pages, inclusive of this page.)