

COVENANT OF RESTRICTIONS

THIS INSTRUMENT made and entered into this 1st day of October, A. D. 1953, by and between HENRY W. RHONE and CAROLYN H. RHONE of Grand Lake, Grand County, Colorado hereinafter called the owners, as parties of the first part, and the PURCHASERS OF LOTS IN PINE BEACH SUBDIVISION, Grand County, Colorado, parties of the second part, WITNESSETH:

WHEREAS said Henry W. Rhone and Carolyn H. Rhone, hereinafter called the owners, have caused to be subdivided and platted certain lands and have divided the same into lots blocks, streets and parks or other public places as shown by the official plat thereof of which plat these restrictions and reservations are made a part and which plat is filed in the office of the County Clerk and Recorder of Grand County, Colorado, bearing File No. 70515 and whereas the said owners intend to convey the said lots by deed or deeds subject to the following restrictions and reservations to the end that BENEFIT SHALL INURE TO ALL OF THE PURCHASERS OF SAID LOTS and to their heirs and their assigns; by accepting a deed of conveyance of said lots each and every purchaser covenants with the owners and with other purchasers of lots in PINE BEACH SUBDIVISION, as follows:

1. Buildings erected on Lots Nine (9) to Sixteen (16) inclusive in Block Eight (8); all of Block Six (6); Lots five (5), Six (6) and Seven (7) in Block Five (5); and Lots Nine (9) and Ten (10) in Block Four (4), shall be used as hotels, motor courts, motels for the providing of lodging and shall be contemporary or harmonious architecture, not more than two stories in height and completely modern in all respects.

2. Lot One (1) in Block Nine (9) and one other lot in said subdivision to be designated by the owners at the time of sale are to be used for the construction upon them of automobile service stations which shall be equipped to give complete service as normally expected from such establishments; The owners reserve the right to sell Lots two (2) to five (5) inclusive in Block Nine (9) and Lots Eleven and twelve (11 & 12) in Block Four (4) with such reservations and restrictions as to kind of business and Type of architecture to be placed upon them as they may determine in writing at the time of sale.

3. Lots Five (5) to Eight (8) inclusive in Block Eight (8) shall be used for the construction upon them of either modern motels of the type described in paragraph 1 hereof or as residential and rental cabins of good quality.

2.

4. A strip of land 75 feet in width, parallel to and abutting on the present right of way of U. S. Highway No. 34 is hereby dedicated to the perpetual use of the public to be used expressly for the following purposes:

- (a) As an access drive to PINE BEACH SUBDIVISION.
- (b) For the permanent widening of said U. S. Highway No. 34 or until such widening throughout its length, shall be used as recreational or playground area.
- (c) Or shall be used in such a manner as to achieve both of said above mentioned purposes.

5. Lot Five (5) in Block Two (2) may be used at the election of the owners as the right of way for a road to adjacent lands for the purpose of additional subdivision and development.

6. The owners may use Lot 4 in Block Three (3) for any purpose which in their opinion may be beneficial to the development generally of said PINE BEACH SUBDIVISION.

7. All lots not otherwise hereinabove restricted may be used for the construction of residential buildings or of rental cabins of good quality.

8. It is expressly understood and agreed that no establishment shall be constructed or maintained for the purpose of the wholesale or retail sale of food, except that hotels may maintain a dining room and service stations mentioned in paragraph 2 above may sell soft drinks and candy; the wholesale or retail distribution, sale or dispensing of liquors or alcoholic beverages in any form, on any lot is expressly forbidden. No establishment or commercial enterprise for the wholesale or retail sales of any commodity except as hereinabove provided shall be permitted on any lot in said subdivision, except as reserved in paragraph 2 above.

9. The owners for themselves and their successors reserve the right to cross any lot with power lines, telephone lines, water lines or sewer lines except that such crossing shall not harm or destroy all or any part of any building or structure thereon.

10. Each and every toilet shall clean by water flushing into an underground septic tank or sewer of adequate capacity to contain the liquid wastes of the occupants for a period of thirty six (36) hours; discharge of liquid waste from septic tanks must be into a leaching field or pit of proper design and function; outdoor

toilets, privies or water closets will be permitted on any lot only during the period of construction and not to exceed ninety days.

11. Each lot shall at all times be kept in a clean, sightly and wholesome condition, whether improved or not and the rear of the lot shall be kept as presentable as the front.

12. There shall not at any time be permitted to be kept on said lots or lot any goats, cows, hogs or any other objectionable or noxious farm animals, nor shall trucks, construction or trade equipment be stored on any lot.

13. The construction or maintenance of billboards or advertising boards or structures of any kind on lots in said subdivision is prohibited except that signs or billboards advertising the rental or sale of such property or the performance of services on lots permitted to be used for the same will be permitted, if of a neat and presentable appearance and not more than five square feet in area, except with the written permission of the owners.

14. The subdividers or owners reserve the right where necessary to locate, construct, erect and maintain or cause to be located, constructed, erected or maintained, sewer and other pipe lines, conduits, poles and wires and any other method of conducting or performing any quasi-public utility or function, above or beneath the surface of the ground with the right of access to the same at any time for construction and maintenance.

15. The owners reserve to themselves, their grantees, successors or assigns, the water rights to springs and streams on all lots, ^{however} allowing ample water for the use of the owner of the lot upon which the spring occurs, and of all streams upon the platted land.

16. No trash, ashes or other refuse may be thrown or dumped on any lot, vacant or improved in the said subdivision.

17. No deviation from the above restrictions and reservations will be permitted except by the prior written permission of the owners, where it is clearly shown that such deviation will not work to the detriment of other owners or of the subdivision as a whole.

18. Violations of any of the above restrictions or reservations shall be enforced by suitable court action against any person or persons violating or attempting to violate the same either to restrain violation or to recover damages therefor.

19. Invalidation of any one or more of the above enumerated covenants or restrictions by Court Judgment or Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Henry W. Rhone (SEAL)

Carolyn H. Rhone (SEAL)

Witness
Hugh Gilmore

STATE OF COLORADO)
 : SS.
County of Grand)

The foregoing instrument of writing was subscribed and acknowledged before me this 1st day of October, A. D. 1953 by Henry W. Rhone and Carolyn H. Rhone.

Witness my hand and Notarial Seal.

My commission expires Sept. 2. 1956

Hugh Gilmore
Notary Public



76515 76515
STATE OF COLORADO)
County of GRAND) SS.
Filed for record this 1st
day of Oct 1953
at 4:15 o'clock P. M.
Recorded in Book _____ Page _____
R.O. Shankland
Recorder
Fees \$ 1.00 Dupes