

Unit III

Bear Mountain Vista Subdivision Protective Covenants Applicable to MSR-2 Mountain Suburban Residential Two District Filed in Jefferson County Book 2222, pages 803-804, November 24, 1970

The undersigned, being the owners of the real property hereby platted, desiring to insure the development and continuity of Bear Mountain Vista as a residential subdivision for itself, its successor, legal representatives, assigns and grantees, hereby declares to and for the benefit of all persons who may thereafter purchase and from time to time own lots in Bear Mountain Vista, that said ownership and holding of said lots shall be subject to the following restrictive covenants and conditions, all of which shall be deemed to be appurtenant to and with the land and inure to the benefit of and be binding upon the owners of said lots, their heirs, successors, and assigns:

1. That these covenants shall be binding until September 27, 1975 and shall automatically terminate unless extended by a vote of a majority of the then owners in lots of said subdivision.
2. No structure shall be placed, erected or permitted to remain on any building site other than one single-family dwelling not to exceed two stories in height, private garage for not more than three cars and other outside buildings related to residential use only.
3. There shall be no construction, remodeling, addition to, or alternation of any building, swimming pool, and etc. or other structure, whatsoever, on any lot, without the prior approval of the Homeowners Association of the plans, specifications and plot plan. If approval or disapproval is not made within thirty days by writing, then such approval shall not be necessary and all plans, specifications and plot plans shall be considered approved, there will be no charge made by the Homeowners Association for this service.

4. All lots shall be intended for residential use only, unless otherwise zoned, and no noxious activity allowed, nor shall there be anything done that will constitute a nuisance or inconvenience to other residents of Bear Mountain Vista.
5. The exterior of any residence shall be completed and all unused material and debris shall be removed within 14 months after the start of construction.
6. No temporary structure, including basement, garage, barn, shack or trailer house shall be occupied or used as a residence. However, during the actual construction of any improvement on any lot, necessary temporary buildings for the storage of materials may be erected and maintained by the person or persons doing such construction provided said temporary buildings are removed immediately upon completion of construction.
7. No billboard or advertising device shall be allowed on any lot and nothing else will be permitted that will damage the scenery.
8. All dwellings will make use of a county approved sewage system consisting of a septic tank and leaching field.
9. 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 on any lot so as to be visible to any neighboring lot of road, except as is necessary during the period of construction.
10. In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this declaration or, all the remaining structure, including the foundations and all debris shall be removed from the lot.
11. There shall be no outside toilets placed on any lot except as required by and during construction.
12. No coal or other type of fuel which gives off smoke, except wood, shall be used for heating, cooking, or any other purpose. There shall be no trash or garbage burned on the premises except in approved incinerators located indoors.
13. No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot, provided that no additional lot or building site is created, 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 be deemed a single lot. Not less than one entire lot as originally platted shall be used as a building site.

14. Each single-family residence constructed shall have not less than 1,000 square feet of floor area devoted to living purposes exclusive of unrifled or roofed porches, terraces, basements, garages and carports.

15. There shall be no wanton or unnecessary cutting or removal of trees that would be detrimental to the landscape or scenery.

16. The provisions contained herein are for the benefit and protection of each and all of the lots in Bear Mountain Vista and shall inure to the benefit of and be binding upon the subdivider, its purchasers, and subsequent owners of each of said lots. Each purchaser of lots included within this declaration, by acceptance of a deed to same, shall be subject to each and all of the restrictions, conditions, covenants, and agreements contained herein and to the jurisdiction, right and power of the Homeowners Association. And by such successors and assigns, covenant and agree and consent to and with the grantees and subsequent owners of each of said lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements contained herein.

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

18. The Homeowners Association hereby reserves the right to grant a reasonable variance or adjustment of those conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

Signed

Buffalo Park Development Company

Note: These covenants were extended in perpetuity and filed with the Jefferson County Clerk and Recorder on September 29, 1975. The extension also covers the covenants for Units I and II, which were originally recorded September 26, 1967, in book 1969, p. 480.

President

Secretary-Treasurer