

DECLARATION OF PROTECTIVE COVENANTS

UNIT 4

THIS DECLARATION made this 7th day of December, 1964, by COLORADO CITY DEVELOPMENT COMPANY, a Colorado corporation, having its principal place of business in Colorado City, Pueblo County, Colorado, hereinafter referred to as the Declarant.

WHEREAS, the Declarant is the owner of all that real property shown as Unit No. 4 of "Colorado City" filed of record on December 2, 1964, under Reception No. 277049 in Book 1558, page 659, with the County Clerk and Recorder of Pueblo County, Colorado.

WHEREAS, the Declarant is about to sell, dispose of or convey the lots in said property above described, and desires to subject the same to certain protective covenants, conditions, restrictions, and reservations, hereinafter referred to as "Conditions", between it and the acquirers and/or users of the lots in said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of said property and that THIS DECLARATION is designed for the mutual benefit of the lots in said tract, and Declarant has fixed, and does hereby fix, the protective Conditions upon which all lots, parcels and portions of said tract shall be held, leased or sold, and/or conveyed by them as such owners, each and all of which is and are for the mutual benefit of the lots in said tract and of each owner thereof and therein, and shall apply to and bind the respective successors in interest thereof and are and each thereof is imposed upon said tract as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS are as follows:

AS TO ALL LOTS:

1. That all of the lots of said tract shall be single family residential lots and may be improved, used and occupied for single family residence purposes together with such accessory buildings as approved by the Architectural Committee.
2. That no raising or breeding nor keeping or maintaining of pigs, rabbits, poultry, dogs, or livestock of any kind be permitted, with the exception that for each dwelling unit the occupant may keep for his personal use not more than three pets such as dogs, cats or other generally accepted household pets. Exception: This condition shall not apply to birds and fish that are maintained within the home.
3. That no activity noxious or offensive to the neighborhood shall be conducted within any building or on any portion of any lot or building site in said tract herein designated as a residential lot.
4. That no lots on this tract shall be re-subdivided or split without the approval of the Architectural Committee, as outlined herein.
5. That all television and radio antennas or masts of unusual height or configuration must be approved by the Architectural Committee.
6. That refuse cans and/or clothes lines shall be shielded from view at all times within fenced service yards.
7. That any building erected upon any of said lots shall be approved prior to construction by an Architectural Committee appointed by Declarant, or successors appointed by them, in Pueblo, Colorado, or at such other place as may be designated by the Declarant. The Architectural Committee, in passing on any requests for approval shall consider the locations, form, texture, color and exterior appurtenances of the proposed structure. Tentative plans should be brought to the Committee for approval before commencing working drawings. Working drawings submitted for approval shall include complete elevations and plot and site development plans. Upon commencement of construction of any building, the work on the structure shall be diligently pursued in a workman- like manner. No construction shall commence until a building permit for said construction has been obtained from the County of Pueblo Building Department.
8. That no accessory buildings, trailers, barns or other structures not conforming to these covenants shall be maintained on any lot.

DECLARATION OF PROTECTIVE COVENANTS

9. That no signs, advertisements, billboards, or advertising structures may be erected or maintained on any of the residential lots without the consent in writing of the Architectural Committee. Exception: one "For, Sale" or "For Rent" sign limited to three (3) square feet in area may be placed on any residential lot.
10. That all exterior wood shall be maintained with oil stain or paint. All exterior stucco, concrete or concrete block shall have integral color added or be painted.

SPECIAL PROVISIONS APPLICABLE TO LOTS 70 THROUGH 84:

1. No main structure shall be permitted whose area under roof exclusive of open porches is less than 1500 square feet.
2. The front building set back line shall vary from 20 to 30 feet. The Architectural Committee shall determine the required setback based onsite conditions and neighboring developments, when plans are submitted as provided herein above.
3. The side yard set back line shall be a minimum of 5 feet from the property line to the eave line. No portion of a structure including eaves or other architectural projections may be extended into this set back.
4. Fences shall not be permitted between the house and the rear property line, or on side yard property lines within 20' of the rear property line on Lots- 70 through 84 except as required in the Declaration of Protective Covenants or permitted by variance by the Architectural Committee.
5. Side yard fences shall not be permitted over 3 feet high within front yard set back.
6. Each property owner shall at the time of constructing a house, install one street light of the type and in a location as specified by the Architectural Committee.
7. All houses shall have a shake shingle roof.
7. A landscape plan of development shall be submitted to the Architectural Committee for approval prior to construction. The Architectural Committee in passing on any request for approval shall consider plant and tree types, paving, materials, landscape structures and fences.

SPECIAL PROVISIONS APPLICABLE TO LOTS 1 THROUGH 69, 99 THROUGH 103 AND 122 THROUGH 129:

1. No main structure shall be permitted whose habitable area, exclusive of open porches, is less than 1250 square feet on ground level.
2. The front building set back line shall vary from 15 to 30 feet. The Architectural Committee shall determine the required setback, based onsite conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. The side yard set back line shall be a minimum of five feet from the property line to the building wall. Exception: Eaves and other architectural projections may extend to within two (2) feet of the property line.
4. The rear yard set back line shall be 15' from the rear property line to the building wall. No portion of a structure, including eaves or other Architectural projections, may extend into this set back.

SPECIAL PROVISIONS AS TO LOTS 85 THROUGH 98, 104 THROUGH 121 AND 130 THROUGH 144:

1. No main structure shall be permitted whose habitable area, exclusive of open porches, is less than 1000 square feet on ground level.
2. The front building set back line shall vary from 15 to 30 feet. The Architectural Committee shall determine the required setback, based onsite conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. The side yard set back line shall be a minimum of five (5) feet from the property line to the building wall. Exception: Eaves and other architectural projections may extend to within two (2) feet of the property line.
4. The rear yard set back line shall be 20 feet from the rear property line to the building wall. No portion of a structure, including eaves or other architectural projections, may extend into this set back.

These Conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until twenty (20) years from the date thereof, at which time said Conditions shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said tract, it is agreed to change said Conditions in whole or in part. Enforcement of these Conditions shall be by proceedings at law and/or in equity against

DECLARATION OF PROTECTIVE COVENANTS

any person or persons violating or attempting to violate any covenant to restrain violation and/or to recover damages. But the breach of any of the said Conditions shall not defeat or affect the lion of any mortgage or deed of trust made in good faith and for value upon said land, but such Conditions shall be binding upon and effective against any owners of said premises whose title hereto is acquired by foreclosure, Trustee's sale or otherwise.

Provided, further, that if any paragraph, sentence or other portion of said Conditions herein contained shall be or become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, COLORADO CITY DEVELOPMENT COMPANY has caused its seal and signatures to be affixed here unto by its duly authorized officers on the day and date first stated hereinabove.