

DECLARATION OF PROTECTIVE COVENANTS

UNIT 26

THIS DECLARATION, made this 21st day of April, 1970, 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 of that real property described as Lots 1 to 70, inclusive, as shown on Unit 26 of the plat entitled Colorado City, filed of record on April 16, 1970 under Reception Number 390071, Book 1669, Page 275, with the County Clerk and Recorder of Pueblo County, Colorado; and

WHEREAS, the Declarant is about to sell, dispose of or convey the said 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 of the said 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 said lots in said tract, and Declarant has fixed and does hereby fix the protective conditions upon which all of said lots and parcels 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 said lots in said tract and of each owner thereof, and shall run with the land and inure to and pass with said lots and parcels in said tract, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots of said tract as a mutual, equitable servitude in favor of each of said lots and parcels therein as the dominant tenement or tenements.

SAID CONDITIONS are as follows:

1. All of the lots of said tract shall be designated "Single Family Residential" (R-1) lots except lot 69, which shall be designated "Neighborhood Business District" (B-1) and lot 70, which shall be designated "Multiple Family Residential" (R-4). No structure shall be erected, altered, placed or permitted to remain on any "Single Family Residential" lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles and other outbuildings incidental to residential use of the lot.
2. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than 25 feet to the front lot line, or in accordance with the Pueblo
3. County Zoning Resolution, or nearer than 25 feet to the rear lot line.
4. The sum of the side yards shall be a minimum of 20 per cent of the frontage of said lot line at the front building line, and in no event shall the distance between buildings be less than 10 feet. No dwelling shall be located nearer than 5 feet to a side lot line except that detached garages or other outbuildings 60 feet or more from the front building line may be located 5 feet from a side lot line.
5. For the purpose of these covenants, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
6. No raising or breeding, nor keeping or maintaining of pets, rabbits, poultry, dogs or livestock of any kind be permitted except as set forth herein below, 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.
7. 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.
8. No lots in this tract shall be re-subdivided or split.
9. No television, radio antennae or masts of unusual height or configuration may be constructed, unless approved by the Architectural Committee.

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10. No refuse cans and/or clotheslines shall be maintained at any time except in fenced service yards approved as to type, height, extent, material and location by the Architectural Committee. Burning of refuse shall not be permitted.
11. No improvement may be erected upon any of said lots until approved by an Architectural Committee appointed by Declarant, or successors appointed by them, in Colorado City, 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 location, form, texture, color and exterior appurtenances of the proposed structure. Tentative plans shall be submitted 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 workmanlike manner. No construction shall commence until a building permit has been obtained from the County of Pueblo Building Department.
12. No accessory buildings, trailers, mobile homes, barns or other structures not conforming to these covenants shall be maintained on any lot.
13. No sign, advertisement, billboard or advertising structure may be erected or maintained on any of the residential lots without the consent in writing of the Architectural Committee and in accordance with the Pueblo County Zoning Resolution. Exception: one (1) for sale or for rent sign limited to three (3) square feet in area may be placed on any residential lot.
14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
15. No fences shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building setback line.
16. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.
17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements are of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except those improvements for which the utility company or public authority is responsible.

Single Family (R-1)

1. Lots numbered 1 to 68 inclusive, of Unit 26 shall not be for any use other than "(R-1) Single Family Residential" as per the Pueblo County Zoning Resolution.
2. No main structure shall be permitted whose living area under roof is less than 750 square feet.
3. The Architectural Committee shall determine the required setback, based on site conditions and neighboring development, when plans are submitted as provided hereinabove and as permitted by the Pueblo County Zoning Resolution.

Neighborhood Business District (B-1)

1. Lot 69 of Unit 26 shall be designated Neighborhood Business (B-1) lot.
2. The Architectural Committee shall determine the required setback, based on site conditions and neighboring development, when plans are submitted as provided hereinabove and as permitted by the Pueblo County Zoning Resolution.

Multiple Family Residential Lot (R-4)

1. Lot 70 of said tract shall be designated multiple family residential.
2. The front, side and rear yard setback for living units shall be determined by the Architectural Committee and as permitted by the Pueblo County Zoning Resolution.
3. Fences, walls or hedges on the side yard property lines or rear yard property lines shall be erected or planted only with the prior approval of the Architectural Committee and as permitted by the Pueblo County Zoning Resolution.

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Permanent Open Space Area

1. Parcels A and B are designated as permanent open space property and title shall be held by the Colorado City Metropolitan Recreation District, or any proper assignee thereof. The residents of Colorado City shall have access to all open space lots in accordance with such rules and regulations as may be established from time to time by the said District.

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 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 lien 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 thereto 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 hereunto by its duly authorized AMENDMENT TO THE DECLARATION of PROTECTIVE COVENANTS

Officers on the day and date first stated hereinabove.

COLORADO CITY DEVELOPMENT COMPANY BY ISI CHARLES RICH

Charles Rich, Assistant Vice President

(CORPORATE SEAL)

By ISI R. RICHARD DRECHSLER
R. Richard Drechsler, Asst. Secretary

LOTS 1 to 70 of COLORADO CITY UNIT 26

COME NOW the undersigned, constituting the owners of a majority of the lots in Unit 26 of Colorado City, consent and agree to the amendment of the declaration of protective. covenants as follows:

1. That pursuant to the original declaration of protective covenants concerning Lots 1 to 70, inclusive, as shown on Unit 26 of the plat entitled Colorado City, the conditions may be amended by vote of the owners of the majority of the lots in said tract.
2. Condition number 8 of the declaration of protective covenants is repealed and reenacted to read as follows:

NO IMPROVEMENT MAY BE ERECTED UPON ANY OF THE SAID LOTS UNTIL APPROVED BY AN ARCHITECTURAL COMMITTEE APPOINTED BY DECLARANT, OR SUCCESSORS APPOINTED BY THEM IN COLORADO CITY, COLORADO, OR AT SUCH OTHER PLACE AS MAY BE DESIGNATED BY THE DECLARANT. THE ARCHITECTURAL COMMITTEE, IN PASSING ON ANY REQUESTS FOR APPROVAL OF A PROPOSED STRUCTURE SHALL CONSIDER ITS LOCATION, FORM, TEXTURE, COLOR, EXTERIOR APPURTENANCES AND ARCHITECTURAL HARMONY WITH EXISTING RESIDENCES. ALL STRUCTURES WILL BE CONSTRUCTED OF NEW MATERIALS ON SITE, WITH PERIMETER STEM-WALL Poured WEIGHT BEARING FOUNDATIONS. TENTATIVE PLANS SHALL BE SUBMITTED TO THE COMMITTEE FOR APPROVAL BEFORE COMMENCING WORKING DRAWINGS SUBMITTED FOR CONSTRUCTION. APPROVAL SHALL INCLUDE COMPLETE ELEVATIONS AND PLOT AND SITE DEVELOPMENT

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PLANS. UPON COMMENCEMENT OF CONSTRUCTION OF ANY BUILDING, THE WORK ON THE STRUCTURE SHALL BE DILIGENTLY PURSUED IN A WORKMANLIKE MANNER. NO CONSTRUCTION SHALL COMMENCE UNTIL A BUILDING PERMIT HAS BEEN OBTAINED FROM THE COUNTY OF PUEBLO BUILDING DEPARTMENT.

3. This amendment to the declaration of protective covenants for Lots I to 70, Colorado City Unit 26 may be executed in counterparts with the approval of owners of the majority of lots in said unit shown on separate papers, constituting one whole amendment to the declaration. The undersigned adopt and approve this amendment to declaration of protective covenants as set forth above.

THE ARCHITECTURAL COMMITTEE AND/OR ONE OR MORE OWNERS OF LOTS IN UNIT 26 MAY SEEK ENFORCEMENT OF THESE CONDITIONS AND PROTECTIVE COVENANTS BY PROCEEDINGS AT LAW AND/OR IN EQUITY AGAINST 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 LIEN 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 THERETO IS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE OR OTHERWISE.

4. This amendment to the declaration of protective covenants for Lots I to 70, Colorado City Unit 26 may be executed in counterparts with the approval of owners of the majority of lots in said unit shown on separate papers, constituting one whole amendment to the declaration. The undersigned adopt and approve this amendment to declaration of protective covenants as set forth above.