

DECLARATION OF PROTECTIVE COVENANTS

UNIT 7

THIS DECLARATION, made this 2nd day of June, 1966, 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 shown as Unit #7 of the plat entitled Colorado City, filed of record on May 27, 1966, under Reception No. 330279, in Book 1596, pages 381 to 386 inclusive, with the County Clerk and Recorder of Pueblo County, Colorado, and

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, herein- after referred to as "Conditions" between it and the acquirers 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 shall run with the land and inure to and pass with said tract and each and every parcel of land 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:

1. That all of the lots of said tract, unless otherwise designated, 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 pets, 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. Exceptions: (1) This condition shall not apply to birds and fish that are maintained within the home: (2) This condition shall not apply to single family ranch estate lots.
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 in this tract shall be re-subdivided or split.
5. That all television, radio antennas or masts of unusual height or configuration must be approved by the Architectural Committee.
6. That refuse cans and/or clotheslines 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 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 should be brought to the Committee for approval before commencing working drawings. Working drawings submitted for approval shall include complete elevations and plot and shall be diligently pursued in a workmanlike 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.
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.

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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.
11. That fences, walls and hedges where permitted on side yards and rear property lines shall be limited to six (6) feet in height, subject to any other provisions of these covenants. Fences, walls and hedges where permitted within the front yard set back shall be limited to three (3) feet. The Architectural Committee may approve a request for a variance.

Single Family - 1000 Sq. Ft. Building Restriction

As to lots numbered 53 to 70, 82 to 122, 233 to 239, 254 to 481, 502 to 517, 523 to 545, and 595 to 800 inclusive of Unit #7:

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 set back, based on site 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 fifteen (15) 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.

Single Family -1250 Sq. Ft. Building Restriction

As to lots numbered 71 to 81, 135 to 178, 219 to 232, and 492 to 501 inclusive of Unit 7:

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 set back based on site 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 fifteen (15) 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.
5. Fences, walls or hedges on the side yard property lines or rear property line shall be erected or planted only with the prior approval of the Architectural Committee.

Fences shall not be permitted between the house and the rear property line except as granted by variance by the Architectural Committee. Side yard fences shall not be permitted over three (3) feet 0 inches high in the front yard set back or within twenty (20) feet of the rear property line.

Multiple Family Residential Lots

1. Lots numbered 1 to 47, 123 to 134, 179 to 184, 546 to 569, 581 to 592, and 801 of said tract shall be designated multiple-family residential lots, and may be developed to such density (No. of family units) as permitted by the Pueblo City-County Health Department.
2. The front building set back line shall be 15 foot minimum from the front property line.
3. The side yard set back shall be 5 foot minimum from the property line for each story above grade, including the first floor. The Colorado City Architectural Committee may waive side yard set back requirements in special cases where two or more lots are developed as a single project, or where condominium projects may be erected. Eaves and other architectural projects may extend three (3) feet into the side yard set back -requirements.
4. Side yard set back lines for the main structures shall be a minimum of 15 feet from the property line of adjoining ranch estate, single-family or multiple-family property. Exception: eaves and other architectural projections may extend 4 feet into this setback.

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5. 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.
6. At such time that the Colorado City Water and Sanitation District, or other entity, installs sewer mains, these lots may be developed as multi-family lots to a density of one living unit per 1,500 feet of property with a maximum of eight (8) units per lot and may be improved, used and occupied for multiple-family residential purposes, together with such accessory building as approved by the Architectural Committee.

Single Family Ranch Estates

1. Lots numbered 48 to 52, 185 to 218, 240 to 253, 482 to 491, 518 to 522, 570 to 580, 593 to 594, inclusive, 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. No main structure shall be permitted whose area under roof, exclusive of open porches, is less than 1,500 square feet.
3. The front building set back shall be 20 feet minimum from the access road, or street serving the subject lot.
4. Side yard set back lines for the main structures shall be a minimum of 15 feet from the property line of adjoining ranch estate, single-family or multiple-family property. Exception: eaves and other architectural projections may extend 4 feet into this setback.
5. The set back line from open space parcels shall be 20 feet minimum from the property line to building wall. No portion of any structure, including eaves or other architectural projections may extend into this setback.
6. Fences and accessory buildings may be constructed on ranch estate properties. Accessory buildings shall not be constructed nearer than 20 feet to any property line or 50 feet from any existing residence, or from any proposed residence for which plans have been filed with the Colorado City Architectural Committee.
7. The purpose of fences and outbuildings shall be for the enclosure and maintenance of pets and farm animals which shall be maintained for the use and pleasure of the property owner, but shall not be allowed as a commercial enterprise. For the purpose of these restrictive covenants 4-H projects shall not be considered commercial projects. Not more than 10 pets and/or farm animals may be maintained on any of these lots.

COMMERCIAL LOT 1. Lot 802 shall be reserved for commercial use as approved by The Colorado City Architectural Committee.

SCHOOL, PARK AND PUBLIC USE

1. Lot 803 is reserved for school and/or park site, or other public use.

PERMANENT OPEN SPACE AREA

1. Parcels A to M inclusive 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 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.

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