

# **DECLARATION OF PROTECTIVE COVENANTS**

## **UNIT 11**

THIS DECLARATION, made this 25th day of March, 1968, 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 11 of the plat entitled Colorado City, filed of record on January 25, 1968, under Reception No.357842, in Book 1628, pages 598 to 600 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, hereinafter 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. (R-1) lots with Special Use permit, Single Family Ranches (A-4) or the Equestrian oriented Multiple Family Residential (R-4) lots with Special Use permit.
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 no refuse cans and/or clotheslines shall be permitted or maintained upon any of the said lots unless they are shielded from view at all times and are within fenced service yards in the rear or side yards of said lots.
7. That none of the following uses are permitted:
  - a. Airplane Beacon Marker or Tower Associations, Clubs & Lodges, Athletic Fields, Golf Range, Golf Course, Race Track, Drive-in Theater Broadcasting Station, Transmitter, and Tower Carnival (temporary) cemetery, Crematory, Mausoleum Charitable Institution Child Care center and Play School Christmas Tree Sales (temporary) Church and Religious Buildings Commercial Auto Parking Farm Products, Processing, Manufacturing, Storage & wholesale Fireworks, Retail (temporary) Greenhouse and Nursery Home: Children, Blind, Elderly, Maternity, Memorial, Religious Housing, Tenant Natural Deposits, Extraction & Processing Ranch, Guest Riding Academy, Stables Veterinarian, Animal Hospital and Kennels Water distillation and Bottling.

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8. 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, without being limited to, the location, form, texture, color, overall dimensions, and exterior appurtenances of the proposed structure consistent with the general development plan of said tract. 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 workmanlike manner. No construction shall commence until a building permit for said construction has been obtained from the County of Pueblo Building Department.
9. That no accessory buildings, trailers, mobile homes, barns or other structures not conforming to these covenants shall be maintained on any lot.
10. That no signs, advertisements, billboards or advertising structures not conforming to these covenants shall be 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.
11. That all exterior stucco, concrete or concrete block shall have integral color added or is painted. All exterior wood shall be maintained with oil, stain or paint.

### ***Single Family Ranchos Lots (A-4)***

Lots numbered 199-201 and 240-252 inclusive of said Unit 11 shall be designated as 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 and in conformity with County Zoning Resolutions and/or the County Building Code.

1. No main structure shall be permitted whose area under roof is less than 1,200 square feet.
2. No commercial farming or ranching, agricultural custom contracting, operation of roadside sales stands nor any similar and like activities shall be permitted.
3. No pets or farm animals shall be maintained on any of these lots as a commercial enterprise. For the purpose of these restrictive covenants activities such as 4-H projects shall not be considered commercial projects. Not more than three (3) horses may be maintained on any of these lots.
4. Fences, Corrals and accessory buildings may be constructed on single family ranchos, subject to approval of the Architectural Committee.

### ***Single Family Ranch Estates (Lots R-1)***

1. Lots numbered 54-92 and 253-262 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 is less than 1,200 square feet.
3. Fences and accessory buildings may be constructed on ranch estate properties. Accessory buildings shall not be constructed nearer than 15 feet to any side 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.
4. No pets or farm animals shall be kept or maintained on any of these lots as a commercial enterprise. For the purpose of these restrictive covenants activities such as 4-H projects shall not be considered commercial projects. Not more than two (2) horses may be maintained on any of these lots.

### ***Single Family Lots (R-1)***

As to lots numbered 1, 49, 179-198 and 202-239 inclusive of Unit 11:

1. No main structure shall be permitted whose area under roof is less than 720 square feet.
2. The Architectural Committee shall determine the required set back, based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.

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3. No fences, walls or hedges on the side yard property lines or rear property line shall be erected or planted without 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.

4. The following easements for unified landscaping and tree planting shall be set aside and may not be used for any improvements or planting without specific prior approval by the Architectural Committee.
  - a. Lot No. 130: 12' along the westerly property line and 20' along the southerly property line.
  - b. Lot No. 133: 20' along the easterly and southerly property lines
  - c. Lot No. 136: 15' along the westerly property line
  - d. Lot No. 137: 20' along the westerly and southerly property lines
  - e. Lot No. 138: 20' along the westerly and northerly property lines
  - f. Lot No. 139: 15' along the westerly and southerly property lines
  - g. Lot No. 113: 20' along the westerly property line
  - h. Lot No. 114: 20' along the northerly property line
  - i. Lot No. 115: 20' along the northerly and westerly property lines
  - j. Lot No. 118: 15' along the easterly and northerly property lines
  - k. Lots Nos. 119-123 inclusive: 20' along the northerly property line
  - l. Lot No. 126: 30' along the westerly and southerly property lines
  - m. Lot No. 127: 20' along the southerly property line
  - n. Lot No. 128: 201 along the rear property line
  - o. Lot No. 129: 30' along the rear property line
  - p. Lot No. 130: 20' along the southerly and 15' along the easterly line.

### ***Single Family Residential Lots (R-2)***

As to lots numbered 50-53, and 143-148 inclusive of Unit 11:

1. The Architectural Committee shall determine the required set back, based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.
2. No fences, walls or hedges on the side yard property lines or rear property line shall be erected or planted without 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 Equestrian-Oriented Residential Lots (R-4)***

Lots numbered 93-108 inclusive of said tract shall be designated multiple-family residential lots, and may be developed to such density (number of family units) as permitted by The Regulatory Agencies having jurisdiction thereof.

1. The rear yard set back for living units shall be fifty (50) feet minimum.
2. The Architectural Committee shall determine the required set back, based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. Fences and accessory buildings may be constructed on multiple-family equestrian-oriented residential lots. Accessory buildings shall not be constructed nearer than fifteen (15) feet to any side property line or fifty (50) feet from any existing residence, or from any proposed residence for which plans have been filed with the Colorado City Architectural Committee.
4. No pets or farm animals shall be kept or maintained on any of these lots as a commercial enterprise. Not more than two (2) horses may be maintained on any of these lots in case of single family use. In case of multiple family dwelling use, the number of horses may not exceed one (1) per dwelling unit.

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### ***Multiple-Family Residential Lots (R-4)***

Lots numbered 109-115, 118-130, 133-142 and 149-178 inclusive of said tract shall be designated multiple-family residential lots, and may be developed to such density (number of family units) as permitted by The Regulatory Agencies having jurisdiction thereof.

1. The rear yard set back for living units shall be twenty-five (25) feet minimum.
2. The Architectural Committee shall determine the required setback, based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. No fences, walls or hedges on the side yard property lines or rear property line shall be erected or planted without the prior approval of the Architectural Committee.

### ***Commercial-Lots (B-1)***

1. Lots 116-117 and 131-132 inclusive shall be reserved for commercial use as approved by the Colorado City Architectural Committee. In addition to the requirements of the Pueblo County Zoning Ordinance the following restrictions shall be applicable:
  1. Front Yard Set back: No building shall be set back less than stated below:
    - a. Lot 116 – 150 feet
    - b. Lot 117 – 160 feet
    - c. Lot 130 – 60 feet
    - d. Lot 131 – 130 feet
    - e. Permanent Open Space Area
2. Parcels A-D 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 hereof, 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 agree to change said Conditions in whole or in part.

Enforcement of these Conditions shall be by proceedings at law and/or in equity to restrain violation and/or to recover damages from any person or persons violating or attempting to violate any covenant herein contained. 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.

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.