

DECLARATION OF PROTECTIVE COVENANTS

UNIT 8

THIS DECLARATION, made this 20th day of January, 1967, 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 #8 of the plat entitled Colorado City, filed of record on December 22, 1966 under Reception No. 340914, in Book 1607, pages 276 to 280, 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 de- scribed, 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 Unit 8 shall be single family residential lots and may be improved, used and occupied only for single family residential purposes together with such accessory buildings as approved by the Architectural Committee, subject to zoning restrictions then applicable.
2. That all of the lots in said Unit 8 shall have no main structure whose habitable area is less than seven hundred (700) square feet, and that screened areas or porches under roof shall not be included in the said seven hundred (700) square feet of habitable area.
3. That no raising or breeding, nor keeping or maintaining of pets, rabbits, poultry, dogs or live- stock 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 house- hold pets. Exception: This condition shall not apply to birds and fish that are maintained within the home.
4. 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.
5. That no lots in this tract shall be re-subdivided or split.
6. That all television and radio antennas or masts of unusual height or configuration may not be installed without approval by the Architectural Committee.
7. That no refuse cans and/or clotheslines shall be allowed unless shielded from view at all times within fenced service yards.
8. That no building shall be erected upon any of said lots unless it has been 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 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.

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9. That until such time as all of the public improvements have been satisfactorily completed and accepted by the proper authorities, the Declarant shall have the right and privilege at reasonable times to enter upon any lot within Colorado City Unit No. 8 to carry out and complete the installation of any and all such public improvements. During the course of such construction, public utility or drainage facilities may be relocated or realigned to better conform to local conditions. In the event that such relocations or realignments occur, the Declarant, its assigns or successors in interest shall have the right to maintain the completed facilities as they will be located, and the lot owner may be required to grant to the appropriate agency without cost, an appropriate easement for the maintenance and operation of such facilities.
10. No owner or builder shall interfere with or obstruct the natural flow of water across his lot in such a way as to cause damage to other public or private lands easements or rights of way.
11. That no accessory buildings, trailers, mobile homes to these covenants shall be maintained on, barns or other structures not conforming any lot.
12. 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.
13. That no exterior wood shall be maintained except with oil, stain or paint. No exterior stucco, concrete or concrete block shall be used unless it has integral color added or is painted.
14. Unless otherwise approved by the Architectural Committee all 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 provisions in these covenants. Fences, walls and hedges where permitted within the front yard set back shall be limited to three (3) feet in height.
15. Parcels A, B, C, D, and E of Unit 8 are reserved in perpetuity for uses such as parks, recreation and open space for the benefit of the owners of property in Colorado City, and title to said parcels shall be held by the Colorado City Metropolitan Recreation District, their assigns or successors in interest. As such, these lots are not subject to the restrictions applicable to residential lots.

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 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.

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.