

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made this 12th day of September, 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 17 of the plat entitled Colorado City, filed of record on March 7, 1968, under Reception No. 359514 in Book 1630, page 768, 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 light industrial lots (I-2) as defined in the Zoning Ordinance of Pueblo County, Colorado, as amended to date. The said lots may be improved, used and occupied for manufacturing, warehousing, jobbing and limited retailing purposes. Accessory buildings may be constructed with the approval of the Architectural Committee.
2. That no farming or ranching of any kind be allowed.
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 light industrial (I-2).
4. That no lots in this tract shall be re-subdivided or split, except with prior written approval of the Architectural Committee.
5. That no television, radio antennas or masts or unusual height or configuration shall be constructed without prior approval by the Architectural Committee.
6. 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 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.
7. That no accessory buildings, trailers, mobile homes, barns or other structures not conforming to these covenants shall be maintained on any lot.
8. That no signs, advertisements, billboards or advertising structures may be erected or maintained on any of the industrial lots without the consent in writing of the Architectural Committee. Exception: one for sale or for rent sign limited to thirty (30) square feet in area may be placed on any one lot.
9. That the following setbacks shall be observed:

Lots number 4, 5, 9 and 10: Twenty foot (20') minimum front setback. Said setback area shall be landscaped appropriately. Landscape plan for said setback area shall be submitted to the Architectural Committee for approval prior to any grading, grade changes, planting or placing of landscape materials. No fencing or walls will be permitted in this area except with the express permission of the Architectural Committee.

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. 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, the Declarant has caused its seal and signatures to be affixed hereunto by its duly authorized officers on the day and date first stated hereinabove.

COLORADO CITY DEVELOPMENT COMPANY

By (Signed) Max D. Gould
Max D. Gould, Vice President

(SEAL)

By (Signed) Renate C. Saremba
Renate C. Saremba, Asst. Secretary