

DECLARATION OF PROTECTIVE COVENANTS

UNIT 9

THIS DECLARATION, made this 3rd day of February, 1967 by COLORADO CITY DEVELOPMENT COMPANY, a Colorado corporation, having its principal place of business in Colorado City, Pueblo County, Colorado, herein- after referred to as the "Declarant"

WHEREAS, the Declarant is the owner of all of that real property shown as Unit #9 of the amended plat entitled Colorado City, filed of record on January 30, 1967 under Reception No. 342236, in Book 1609, pages 28 to 33, 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 Unit 9 unless otherwise designated 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 no lots in this tract shall be re-subdivided or split, except for those specifically provided for herein.
3. That each of the lots in Tract No. 9 of Colorado City are subject to special use restrictions which shall be as follows:

Single-Family Ranch Estates Lots (R-1)

1. Lots numbered 16, 34, 35, 338, 339, 347 to 375, 389, 390, 402 to 404, 407 to 417, 498, 653 to 678, 716 to 719, 730, 786 and 787 inclusive, of said Unit No. 9 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 Restrictions and/or the County Building Code.
2. No main structure shall be permitted whose area under roof exclusive of screened areas or open porches, is less than 1,500 square feet.

Single-Family - 1,000 Square Feet Building Restriction (R-2)

1. Lots numbered 1 to 15, 17 to 33, 36 to 320, 324 to 337, 340 to 346, 418 to 485, 509 to 652, 679 to 715, 720 to 729, 731 to 778, 794 to 926 and 946 to 964 inclusive, of said Unit No. 9 shall be designated as single-family residential lots and may be improved, used and occupied for single-family residential 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.
2. No main structure shall be permitted whose habitable area, exclusive of screened areas or open porches, is less than 1,000 square feet.

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Mixed Multiple Residential - Townhouse (R-4)

1. Lots numbered 321 to 323, 376 to 388, 394 to 401, 486 to 497 and 499 to 508 inclusive, shall be designated as mixed multiple residential - townhouse lots and may be developed to such density as permitted by the Pueblo County Zoning Resolution except that until such time as sewers are installed to serve these lots by the Colorado City Water and Sanitation District, or some other entity, the density of development shall be subject to the regulations of the Pueblo City-County Health Department.
2. Lots in this category may be re-subdivided into two lots each at the option of the owner, In the event of such a lot split, no lot shall result with less than 25 feet of street frontage and 3,000 square feet of area.
3. The minimum lot width for single-family residential development shall be 25 feet; for two-family dwelling units, 50 feet; and for three-family units, 65 feet, and shall have minimum area of 3,000 square feet, 4,000 square feet and 4,500 square feet respectively.
4. The front building setback shall be a minimum of 25 feet from the front property line.
5. No side yard setback will be required except as herein provided. Buildings constructed on single lots which are to be split or on adjacent lots in common ownership may have common walls. Building walls on individually owned lots may be constructed contiguous to the lot line but shall be structurally independent of adjacent buildings. Where a lot in this category is adjacent to a R-1 or R-2 single-family residential lot, the side yard setback on the side abutting the single-family lot shall be a minimum of five (5) feet.

Multiple-Family Residential Lots (R-4)

1. Lots numbered 788 to 793 and 927 to 945 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 Pueblo County Zoning Resolution except that until such time as sewers are constructed to serve these lots by the Colorado City Water and Sanitation District or some other entity, the density of development shall be subject to the regulations of the Pueblo City-County Health Department.
2. The front building setback line shall be 25 feet minimum from the front property line.
3. The side yard setback shall be five (5) feet minimum from the property line for each story above grade, including the first floor. The Colorado City Architectural Committee may waive side yard setback requirements in special cases where two or more lots are developed as a single project, or where condominium projects may be erected subject to conformity to the Pueblo County Zoning Resolution. Eaves and other architectural projects may extend three (3) feet into the side yard setback requirements.
4. Side yard setback lines for the main structures shall be a minimum of 15 feet from the property line of adjoining ranch estate or single-family property. Exception: eaves and other architectural projections may extend four (4) feet into this setback.

Multiple-Family Residential and Office Use Lots (R 5)

1. Lots numbered 391, 392, 406, 779, 780, 782, 783 and 785 shall be designated as multiple-family residential and office use lots and may be developed to the density (number of family or office units) as are permitted by the Pueblo City-County Health Department and in accordance with the provisions of the Pueblo County Zoning Resolution.
2. The front building setback shall be 25 feet minimum from the front property line.
3. The side yard building setback shall be a minimum of five (5) feet from the side property line for all buildings up to three (3) stories in height. For buildings over three (3) stories in height, the minimum side yard setback shall be five (5) feet plus 21-2 feet for each story over three.
4. The rear yard setback shall be a minimum of fifteen (15) feet from the rear property line.
5. Fences, walls or hedges shall be erected or planted only with the prior approval of the Architectural Committee, and in conformity with County Zoning Resolutions and/or the County Building Code.
6. Off-street parking space shall be provided in accordance with the requirements of the Pueblo County Zoning Resolution.

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Neighborhood Commercial Lots (B-1)

1. Lots numbered 393, 405, 781 and 784 shall be neighborhood commercial lots and may be improved for the uses permitted under the Pueblo County Zoning Resolution after approval of the building plans by the Architectural Committee.
2. The total ground area covered by all buildings to be constructed on lots in this category shall not be more than 35 per cent of the area of the lot. The building height shall not exceed 35 feet.
3. The front yard building setback shall be a minimum of 25 feet from the front property line.
4. The side yard building setback shall be not less than five (5) feet from the side property line except that buildings on lots not abutting residential lots and having side walls of masonry at least 8 inches thick shall not be required to set back from the side property line.
5. The rear yard building setback shall be a minimum of fifteen (15) feet from the rear property line.
6. Fences, walls, and hedges shall be erected or constructed only with the approval of the Architectural Committee.
7. Off-Street parking spaces shall be provided in conjunction with the construction of any building or any lot in this category as required by the said Zoning Resolution.
8. Parcels A to Y inclusive, of Unit No. 9 are reserved in perpetuity for uses such as parks, recreation and open spaces for the benefit of the owners in Colorado City and title to said parcels shall be held by Colorado City Metropolitan Recreation District and assigns or successors in interest. As such these parcels are not subject to the conditions and restrictions set forth herein. Lot number 96-5 is reserved for school or other public uses and as such is not subject to the conditions and restrictions set forth herein.
9. That all television and radio antennas or masts of unusual height or configuration may not be in-stalled without approval by the Architectural Committee.
10. That no refuse cans and/or clotheslines shall be allowed unless shielded from view at all times with- in fenced service yards.
11. 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.
12. 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. 9 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.
13. 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.
14. That no accessory buildings, trailers, mobile homes, barns or other structures not conforming to these covenants shall be maintained on any lot.
15. That no signs, advertisements, billboards or advertising structures may be erected or maintained on any 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.
16. 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.

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17. 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 setback shall be limited to three (3) feet in height.

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.

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.