

## **DECLARATION OF PROTECTIVE COVENANTS**

### **UNIT 21**

THIS DECLARATION, made this 17th day of March, 1969, 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 described as Lots 1 to 862. inclusive, as shown on Unit 21 of the plat entitled Colorado city, filed of record on march 17 1169, under Reception No. 374866, Book 1650, Pages 143 to 150 inclusive, with the County Clerk and Recorder of Pueblo County Colorado, and

WHEREAS, the Declarant is about to sell, dispose of or convey the said 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 if the said 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 said lots in said tract, and Declaration has fixed and does hereby fix the protective Conditions upon which all of said lots and parcels 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 said lots in said tract and of each owner thereof, and shall run with the land and inure to and pass with said lots and parcels in said tract, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots of said tract as a mutual equitable servitude in favor of each of said lots and parcels therein as the dominant tenement or tenements.

SAID CONDITIONS are as follows:

1. That all of the said lots of said tract, unless otherwise designated shall be single family residential lots and must 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 Debts. *Exception:* This condition shall not apply to birds and fish that are maintained within the home.
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 maintained at any time except in fenced service yard & approved as to type, height, extent, material and location by the Architectural Committee. Burning of refuse shall not be permitted.
7. That any building erected upon any of the 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, site and landscape 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.
8. That no accessory buildings, trailers, mobile homes, barns or other structures not conforming to these covenants shall be maintained on any lot.

## **DECLARATION OF PROTECTIVE COVENANTS**

9. That no signs, advertisement, 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.
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.

### ***Single Family (R-1) 1000 Sq. Ft. Building Restriction***

As to lots numbered 1 to 15 inclusive 107 to 268 inclusive, 307 to 366 inclusive, 576 to 609 inclusive, 640 to 756 inclusive, 794 to 810 inclusive and 836 to 840 inclusive, of Unit 21:

1. No main structure shall be permitted which has an area under roof of less than 1000 square feet and a habitable area therein of less than 750 square feet.
2. The Architectural Committee shall determine the required set back, based on site conditions and neighboring development, when plans are submitted as provided hereinabove and as permitted by the Pueblo County Zoning Resolution.
3. 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 and as permitted by the Pueblo County Zoning Resolution.

### ***Single Family (R-2) 750 Sq. Ft- Building Restriction***

As to lots numbered 16-74, 100-106, 269-306, 367-438, 457-465, 517-575, 610-639, 811-835, and 841-861, inclusive, of Unit 21:

1. The Architectural Committee shall determine the required set back, based on site conditions and neighboring development, when plans are submitted as provided hereinabove.
2. No main structure shall be permitted whose habitable area under roof is less than 750 square feet.
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 and as permitted by the Pueblo County zoning Resolution. (John van Wijk - 2/16/70)

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

1. Lots numbered 75 to 99, 439 to 456 and 757 to 793 inclusive 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 county zoning Resolution.
2. The rear yard set back for living units shall be determined by the Architectural Committee and as permitted by the Pueblo County Zoning Resolution.
3. 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 and as permitted by the Pueblo County Zoning Resolution.
4. At such time as the Colorado City water and Sanitation District, pursuant to its overall sewer plan, or any other entity, installs sewer mains serving the said lots, they may be developed as multiple family lots to such density as permitted by the Pueblo County Zoning Resolution, and may be improved, used and occupied for multiple family residential purposes together with such accessory buildings as are not inconsistent with the requirements of the said Resolution.

### ***Multiple Family Residential and office Use (R-5)***

As to lots numbered 472 to 516, inclusive, of Unit 21:

1. The rear yard set back for living units shall be determined by the Architectural committee and as permitted by the Pueblo County Zoning Resolution.
2. 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 and as permitted by the Pueblo County Zoning Resolution.

## **DECLARATION OF PROTECTIVE COVENANTS**

3. At such time as the Colorado City Water and Sanitation District, pursuant to its overall sewer plan, or any other entity, installs sewer mains serving the said lots, they may be developed as multiple family lots to such density as permitted by the Pueblo County Zoning Resolution, and may be improved, used and occupied for multiple family residential purposes together with such accessory buildings as are not inconsistent with the requirements of the said Resolution.

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

1. Lots 466 to 471, inclusive, shall be reserved for commercial use as approved by the Colorado City Architectural Committee.

### ***School Site (S-1) (John van Wijk) 2/16/70***

1. Lot 862 shall be used for no purpose other than a school site. Permanent Open Space Area
2. Parcels A - K inclusive are designated as permanent open space property and title shall be hold 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 promises 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 signature to be affixed hereunto by its duly authorized officers on the day and date first stated hereinabove.