

## **DECLARATION OF PROTECTIVE COVENANTS**

### **UNIT 39**

THIS DECLARATION, made this 8th day of June, 1971, 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 I to 8 inclusive, as shown on Unit 39 of the plat entitled Colorado City, filed of record on June 7, 1971 1 under Reception Number 408399 • Book 1693, Page 107, 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 of 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 unit, and Declarant has fixed and does hereby fix the protective conditions upon which all of said lots and parcels of said unit 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 unit and of each owner, thereof, and shall run with the land and bind the respective successors in interest thereof, and are and each thereof is imposed upon said lots of said unit 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. All of the said lots of said unit, unless otherwise designated, shall be Community Business District (B-4) lots, and may be improved and used for rental and personal service uses and public utilities together with accessory buildings as approved by the Architectural Committee in accordance with the Pueblo County zoning Resolution.
3. No unusual 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 unit.
4. No lots in this unit shall be re-subdivided or split without the prior written consent of the Declarant.
5. No television, radio antennae or masts of unusual height or configuration, extending more than eight feet above each dwelling, may be erected, without prior written approval by the Architectural Committee.
6. No refuse cans shall be maintained at any time except in fenced service yards approved as to type, height, extent, material and location by the Architectural Committee. Burning of refuse shall not be permitted.
7. No improvement shall be made upon any of the said lots until approved 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 has been obtained from the County of Pueblo Building Department.
8. No accessory buildings, trailers, mobile homes, barns or other structures not conforming to these covenants shall be maintained on any lot.
9. The Architectural Committee shall determine the required setback, based on site conditions and neighboring development, when plans are submitted as provided hereinabove and as permitted by the Pueblo County Zoning Resolution.

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10. Water exploration, the establishment of water wells or water tanks or any activity related thereto shall not be considered a violation of the within Conditions, provided; however, that any such activity conducted on any lot shall not be commenced until such time as such lot or lots have been zoned Public Use District(S-1) in accordance with the Pueblo County Zoning Resolution.

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 a 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 said Conditions shall not defeat or affect the lien of any mortgage of 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 thereto 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.