

# **DECLARATION OF PROTECTIVE COVENANTS**

## **UNIT 6**

THIS DECLARATION, made this 12th day of April, 1966, 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 #6 of the plat entitled Colorado City, filed of record on April 1, 1966 under Reception No. 324676, in Book 1592, pages 548 to 552, 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 tract, unless otherwise designated, shall be 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.
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 pets. 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 and radio antennas or masts of unusual height or configuration must be approved by the Architectural Committee.
6. That refuse cans and/or clotheslines shall be shielded from view at all times within fenced service yards.
7. 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.
8. That no accessory buildings, trailers, barns or other structures not conforming to these covenants shall be maintained on any lot.
9. 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.

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10. That all exterior wood shall be maintained with oil, stain or paint or concrete block shall have integral color added. All exterior stucco, concrete or be painted.
11. That 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 other provisions of these covenants. Fences, walls and hedges where permitted within the front yard set back shall be limited to three (3) feet. The Architectural Committee may approve a request for a variance.
12. Parcels B, C and D of Unit 6 are reserved in perpetuity for uses such as schools, parks, recreation and open space for the benefit of the owners of property in Colorado City. As such, these lots are not subject to the restrictions applicable to residential lots.

### ***Single Family 1000 Sq. Ft. Building Restriction***

1. As to lots numbered 182 to 255 inclusive of Unit 6, no main structure shall be permitted whose habitable area, exclusive of open porches, is less than 1000 square feet on ground level.
2. The front building set back line shall vary from 15 to 30 feet. The Architectural Committee shall determine the required set back, based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. The side yard set back line shall be a minimum of 5 feet from the property line to the building wall. Exception: Eaves and other architectural projections may extend to within two (2) feet of the property line.
4. The rear yard set back line shall be fifteen (15) feet from the rear property line to the building wall. No portion of a structure, including eaves or other architectural projections, may extend into this set back. Exception: Lots 182, 212, 213, 223, 224, 225, 239, 240, 241 and 255 of Unit #6 are subject to an easement of thirty (30) feet across the property to facilitate public access for pedestrians, bicycles and horses to and from permanent open space areas. No portion of a structure, including eaves or other architectural projections, may extend into this easement.

### ***Single Family - 1250 Sq. Ft. Building Restriction***

1. As to lots numbered 1 to 181 inclusive and 256 to 333 inclusive of Unit #6, no main structure shall be permitted whose habitable area, exclusive of open porches, is less than 1250 square feet on ground level.
2. The front building set back line shall vary from 15 to 30 feet. The Architectural Committee shall determine the required set back based on site conditions and neighboring developments when plans are submitted as provided hereinabove.
3. The side yard set back line shall be a minimum of five (5) feet from the property line to the building wall. Exception: Eaves and other architectural projections may extend to within two (2) feet of the property line.
4. The rear yard set back line shall be fifteen (15) feet from the rear property line to the building wall. No portion of a structure including eaves or other architectural projections may extend into this set back. Exception: Lots 145, 256 to 264 inclusive of Unit #6 are subject to an easement of thirty (30) feet across the property to facilitate public access for pedestrians, bicycles, and horses to and from permanent open space areas. No portion of a structure, including eaves or other architectural projections, may extend into this easement.
5. 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.

Fences shall not be permitted between the house and the rear property line except as granted by variance by the Architectural Committee. Side yard fences shall not be permitted over three (3) feet 0 inches high in the front yard set back or within twenty (20) feet of the rear property line.

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.

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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.