

DECLARATION OF PROTECTIVE COVENANTS

UNITS 1, 2 & 3

THIS DECLARATION, made this 26th day of August, 1963 by COLORADO CITY DEVELOPMENT COMPANY, a Colorado Corporation, having its principal place of business in the City of Pueblo, Pueblo County, Colorado, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of all of that real property shown as Unit #1, #2, and #3 of the plat entitled "Colorado City" filed of record on June 20, 1963 under Reception No. 224503 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 and/or users 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 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 pigs, 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 on this tract shall be re-subdivided or split. *Exception:* Multiple family lots may be re-subdivided for the purpose of condominium development when approved by the Architectural Committee, as outlined herein.
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 Pueblo, 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 shall 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 fences, walls and hedges where permitted on side yards and rear property lines shall be limited to six (6) feet in height, subject however 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.
11. Lots number 405, 1408, and 1409 of Unit #1, and lots numbered 233 and 260 of Unit #3 are reserved in perpetuity for uses such as schools, parks, recreation and open spaces 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 - 720 Sq. Ft. Building Restriction

1. That all lots of said tract that are not otherwise designated shall be designated single family residential lots and no main structure shall be permitted on any building site covered by these conditions whose habitable area, exclusive of open porches, is less than 720 square feet on ground level.
2. The front building set back line shall be 15 feet minimum from the front property line.
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. The rear yard set back line shall be a minimum of 15 feet from the rear property line.
4. Fences, walls and hedges defining property lines within the front building set back shall be limited to three (3) feet in height.
5. In the event Lots 62 through 68, 325 through 344, 416 through 419, 1112 through 1117, 1134 and 1342 through 1344 of Unit #1, and through 1138, 1191 through 1205, Lots 222 through 232 and 271 through 275 of Unit #3, or any of them, become served by a community sewer system, they may be developed to such multiple residential density as approved by the appropriate authorities of the County of Pueblo.

Single Family - 1000 Sq. Ft. Building Restriction

1. As to lots numbered 1 through 29 253 through 264, 304 through 324, and 684 through 714 of Unit #1, Lots No. 235 through 280 of Unit #2; and Lots No. 234 through 259 and 261 through 263 of Unit #3, 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 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.
3. The rear yard set back line shall be five (5) 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 #242 through #254 of Unit #3 are subject to an easement of twenty (20) feet across the rear of 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.
4. 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.

Single Family - 1250 Sq. Ft. Building Restriction

1. As to lots numbered 1080 through 1099 and 1149 through 1175 of Unit #1, and Lots 17 through 39, 75 through 81 and 128 through 162 of Unit #2, no main structure shall be permitted whose habitable area, exclusive of open porches is less than 1250 square feet on the 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 herein above.
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 five (5) 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.

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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 3 feet 0 inches high in the front yard set back or within 20 feet of the rear property line.

Garden Wall Residential

1. Lots No. 380 through 404, 420 through 457, 868 through 885, Lots No. 1 through 11 of Unit #3 shall 943 through 960 of Unit #1, and be designated:

Garden Wall Residences: The rooms of Garden Wall Residences shall be oriented to an enclosed or semi-enclosed court yard which shall comprise at least 50% of the livable area of the house. Garage walls shall be integrated with the house and garden walls. Garden walls shall normally have a minimum height of five feet above finish ground floor level of residence and shall be of the same material as the building walls they join, unless an express variance is granted by the Architectural Committee. Fences may not be placed in such a manner as to define perimeter property lines but shall form court yards within the property. The intention of this restriction is to encourage maximum open space flow.

2. The front building set back 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 herein above.
3. Side yard set backs shall be determined by the Architectural Committee and may vary from no required set back to fifteen (15) feet.
4. The rear yard set back shall be a minimum of 15 feet from the property line.

Community Development - Single Family Residential

1. Lots No. 165 through 180, 458 through 488, and 1280 through 1297 of Unit #1 shall be designated Community Development lots.
2. The front building set back line shall be five (5) feet minimum from the front property line. Eaves may extend to within two (2) feet of the front property line.
3. The rear yard set back line shall be thirty (30) feet from the property line to the building wall. This thirty (30) feet shall be designated a community area for the benefit of all of the property owners in each of the above groups, and may be developed, used and maintained as a community project under the rules of a Property Owners' Association to be established by the owners of each of such groups.
4. Perimeter Wall. Each lot owner shall be responsible for the construction of a masonry wall six (6) feet high and the full width of the lot. However, the Architectural Committee may in considering building plans on any of the above lots defer the requirement for immediate construction. The wall shall be four feet six inches (4 feet 6 inches) back from the front property line and shall be continuous from property line to property line. Exception: When the garage is located on the front yard set back line, the wall may be omitted at the garage door. There shall be one (1) gate through the wall for each lot. The gate shall not exceed twelve (12) feet in width. The type of masonry wall shall be determined by the Architectural Committee and shall be consistent throughout this development.
5. On all street intersections the perimeter wall shall be set back fifteen (15) feet from the intersection of the property lines and then continue, at a radius of 15 feet to connect to the wall on the intersecting street.
6. The side yard set back 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.
7. Fences, walls and hedges within the thirty (30) foot rear yard set back shall be prohibited unless approved by the Architectural Committee or unless they conform to the plan of community development as established by the Property Owners' Association referred to above.

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Multiple Family Residential

1. Lots 45 through 61, 406 through 415, 554 through 561, 750 through 767, 1100 through 1111, 1139 through 1148 1176 through 1190, 1334 through 1341 and 1345 . through 1359 of Unit #1 and Lots 264 through 270 of Unit #3 shall be designated multiple family residential lots and may be improved, used, and occupied for multiple family residential purposes together with such accessory buildings as are approved by the Architectural Committee.
2. The front building set back line shall be 15 feet minimum from the front property line.
3. The side yard set back shall be 5 feet minimum from the property line for each story above grade including the first floor. The Architectural Committee may waive side yard set back requirements in special cases where two or more lots are developed as a single project or where condominium projects are erected. Eaves and other architectural projections may extend three (3) feet into the side yard set back requirement. The rear yard set back shall be determined by the Architectural Committee when preliminary plans are submitted for approval.
4. The Declarant will reserve an easement of at least 6000 sq. ft. of additional property to each multiple family residential lot for the purpose of establishing a sewage leaching field for a maximum of three living units per lot.
5. The Architectural Committee may consider an application to re-subdivide or split multiple family residential lots when the owner proposes a condominium development.

Colorado City Property Owners' Association

Concurrently with the execution hereof the Declarant is causing to be formed a non-profit membership association entitled "Colorado City Property Owners' Association" (hereinafter called the 'The Association') under the laws of the State of Colorado. The bylaws of the Association are by this reference incorporated herein and made part hereof with the same effect as if set forth at length herein.

Every property owner in Colorado City shall automatically become a member of the Association, and except by a special resolution of the Board of Directors of the Association, no person shall be a member of the Association who is not a property owner in Colorado City.

The purposes of the Association are as follows:

1. To take title to water facilities, water rights, water distribution system and all other property constituting a water system serving Colorado City, and also all the golf course and other open spaces in Colorado City together with an easement for recreational purposes on the surface of the lake and along the shore of the lake, and other recreational facilities, all for the use and benefit of present and future owners of property in Colorado City; but only in trust until such time as a public district or districts shall be formed under the laws of Colorado with power to operate such water system and such open spaces and other recreational facilities for the benefit of the property owners, upon which event the Association shall convey all right, title and interest in and to such properties to such district or districts.
2. The Association shall represent the property owners of Colorado City in all proceedings for the change of any part of these covenants prior to the end of twenty (20) years from the date hereof or of any extension thereof; except that no change under this provision shall affect the land uses specified in these covenants.
3. With respect to Unit #3, the Association may at the request of not less than 10% of the owners of property in said Unit (provided the number of property owners so requesting is not less than thirty (30) and shall in any event on its own motion at the end of ten (10) years from the date hereof, poll the property owners of Unit #3 with a view to determining whether or not proceedings should be initiated for an election as required by pertinent laws and regulations to be held by the water and sanitation district or other public district referred to above for the authorization of bonds and the construction and establishment of a water distribution system to serve Unit #3.

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.

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Notwithstanding any provisions herein to the contrary these Conditions may be changed prior to the end of twenty (20) years from the date hereof (except as to land uses) by a vote of the majority of the property owners through the Property owners' Association as set forth hereinabove.

A breach of any of the Conditions herein contained shall cause said premises together with appurtenances thereto belonging, to be forfeited to and revert to the Declarant, its successors and assigns, each of whom shall have the right of immediate entry upon such premises in the event of such breach, and any such breach may be enjoined, abated or remedied by appropriate proceedings, maintained by any such owners or their successors in interest. But the breach of any of the said Conditions or reentry by reason thereof 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 hereinto by its duly authorized officers on the day and date first stated hereinabove.

A M E N D M E N T

This amendment to that certain Declaration of Protective Covenants recorded in the Official Records of Pueblo County, Colorado, on September 5, 1963, in Book 1527, Page 773, pertaining to Units 1, 2 and 3 of that certain amended plat filed under reception number 23689 with the County Clerk and Recorder of Pueblo County, Colorado, on October 28, 1963 by COLORADO CITY DEVELOPMENT COMPANY, a Colorado corporation, having its principal place of business in the City of Pueblo, Colorado, hereinafter referred to as the "Declarant".

WHEREAS, by the said Declaration, Declarant subjected the real property to which the said Declaration pertains to certain protective covenants, conditions, restrictions and reservations, and
WHEREAS, Declarant desires to amend said Declaration in the manner and to the extent set forth herein below,

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That the said Declaration is hereby amended with respect to lots numbered 128 through 252 of Unit No. 2 as follows:

Single-Family - 1800 Sq. Ft. Building Restriction

1. No main structure shall be permitted whose area under roof, exclusive of open porches, is less than 1800 square feet.
2. The front building set back line shall vary from 20' to 30'. The Architectural Committee shall determine the required setback 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 eave line. No portion of a structure including eaves or other architectural projections may be extended into this set back.
4. Fences shall not be permitted between the house and the rear property line, or on side yard property lines within 20' of the rear property line on lots 128 through 153 except as required in the Declaration of Protective Covenants or permitted by variance by the Architectural Committee.
5. Side yard fences shall not be permitted over 3 feet high within front yard set back.
6. Each property owner shall at the time of constructing a house, install one street light of the type and in a location as specified by the Architectural Committee.
7. All houses shall have a shake shingle roof.

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8. A landscape plan of development shall be submitted to the Architectural Committee for approval prior to construction. The Architectural Committee in passing on any request for approval shall consider plant and tree types, paving, materials, landscape structures and fences.

That paragraph No. 2 of said Declaration is by this amendment deleted and the following substituted therefore;

Paragraph 2: That no raising or breeding nor keeping or maintaining of pigs, 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, provided that such household pet or pets shall be restrained from doing any thing which may be or become an annoyance or nuisance to neighbors or to the neighborhood. *Exception:* This condition shall not apply to birds and fish that are maintained within the home.

That said Declaration is hereby further amended to add the following sentence to paragraph No. 4 thereof:

"Further excepted is any split of a subdivided lot in which a split portion is sold to the owner of an adjacent lot"

That said Declaration is further amended by deleting from the last page thereof the third paragraph beginning with the words "A breach of any of the Conditions..." and ending with the words "Trustee's sale or otherwise.", and substituting therefore the following:

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.

That, finally, said Declaration is further amended by deleting from the portion captioned "Colorado City Property Owners' Association", paragraph numbered three (3) thereof in its entirety.

All other provisions, covenants, conditions, and restrictions of said Declaration are to remain unaltered.

IN WITNESS WHEREOF, the Declarant has caused its corporate name and seal to be affixed hereto by its Vice-President and Assistant Secretary hereunto authorized this 31st day of December, 1963.