

DECLARATION OF PROTECTIVE COVENANTS

UNIT 16

THIS DECLARATION, made this 27th day of February, 1968, 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 shown as Unit 16 of the plat entitled Colorado City, filed of record on October 19, 1967, under Reception No. 354036 in Book 1623, page 845, 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. All of the lots in said Unit 16 are zoned R-5 and are subject to the uses as set forth in the Pueblo County zoning resolutions.
2. Parcels A and B are designated as permanent open space property and title shall be held 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.
3. 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, without being limited to, the location, form, texture, color, overall dimensions and exterior appurtenances of the proposed structure consistent with the general development plan of said tract. 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.
4. 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.
5. That no lots in this tract shall be re-subdivided or split.
6. That all television, radio antennas or masts of unusual height or configuration must be approved by the Architectural Committee.
7. That no refuse cans and/or clotheslines shall be permitted or maintained upon any of the said lots unless they are shielded from view at all times and are within fenced service yards in the rear or side yard of said lots.
8. Owners of Lots 60 and 61 shall have no rights of vehicular access whatever to Colorado State Highway 165 as such, except the general easement of travel which belongs to the general public.
9. That no accessory buildings, trailers, mobile homes, barns or other structure not conforming to these covenants shall be maintained on any lot.

DECLARATION OF PROTECTIVE COVENANTS

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.