

DECLARATION OF PROTECTIVE COVENANTS

UNIT 20

THIS DECLARATION, made this 10th day of February, 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 shown as Unit 20 of the plat entitled Colorado City, filed of record on January 6, 1969, under Reception No. 372066, in Book 1646, Pages 663 to 664, 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 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 said lots, except Lots 252 and 253 which shall be designated "Neighborhood Business", shall be designated "Single Family Residential Lots" and may be used and occupied for no purpose other than a mobile home site together with the necessary and permitted accessory buildings, located on the same lot as the residence; for such uses as patio, porch, slab or deck, carport or storage facilities. "Mobile Home", for the purpose of these conditions, shall mean a trailer containing a kitchen and complete bath facilities. The terms "Single Family Residential Lot" and "Neighborhood Business" shall have the same meaning as R-3 and B-1 respectively as the said terms are defined in the Zoning Resolutions of the County of Pueblo, State of Colorado and such ordinances which have subsequently been adopted or may be adopted or amended from time to time.
2. That no mobile home lot in this tract shall be re-subdivided or split.
3. No refuse cans and/or clothes lines 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.
4. No mobile home shall be placed on any Mobile Home Lot unless a concrete patio slab or other standard metal or wood deck containing at least 200 square feet has been installed adjacent to the mobile home.
5. No mobile home, structure or motor vehicle shall be permitted to occupy any portion of a mobile home lot if its exterior has been allowed to deteriorate by reason of inadequate maintenance to a point where it has become offensive to the neighborhood and no storage of any nature shall be permitted under a mobile home.
6. vehicle parking on the above mentioned lots shall be restricted to passenger cars, pick-up trucks, and/or motorcycles carrying valid State license and maintained at all times in running condition, except that a travel trailer so licensed and maintained may be parked provided that it is located in the rear inside corner of the lot a minimum of five feet from the property lines.

DECLARATION OF PROTECTIVE COVENANTS

7. No mobile home or structure accessory thereto as set forth in paragraph 1 above shall be placed on the said lots without prior approval of such placement, nor shall any construction, additions or alterations on mobile homes commence until approved by an Architectural Committee appointed by Declarant or successor appointed by Declarant. The Architectural Committee, in passing on any requests for approval, shall consider the location, exterior appearance and color and exterior appurtenances of any proposed accessory structure and its compatibility with its environment. Material to be submitted for approval shall include (1) a recent photograph of reasonable size and clarity of the mobile home proposed for placement, and (2) a site plan, indicating the placing of the mobile home, proposed grade changes, landscaping, accessory buildings or structures, automobile parking space, and fencing and/or screening.
8. No repairing or overhauling of motor vehicles shall be permitted on any of the said lots.
9. That no activity noxious or offensive to the neighborhood shall be conducted within any structure or on any portion of any lot in said tract herein designated as a mobile home lot.
10. No receiving and sending masts or antennas shall be constructed on the said lots for the purpose of operating a Ham Radio.
11. No signs, advertisement, billboards or advertising structures of any kind may be erected or maintained on any of the mobile home lots without the consent in writing of the Declarant; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot, which advertising board shall not be more than four (4) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the mobile home or lot upon which it is erected.
12. That the following setbacks be observed: Lot 253 shall have a minimum front setback of fifty feet (50') from Colorado State Highway 165. Said setback area shall be landscaped in accordance with plans submitted to and approved by the Architectural Committee prior to any grading, grade changes, planting or placing of landscape materials. No fencing or walls, parking or drives, will be permitted in this area except with the express permission of the Architectural Committee and in accordance with Pueblo County Zoning Requirements. Lot 253 shall have a minimum rear yard setback (where abutting Lot 252) of fifty feet (50'). This setback may be utilized in its entirety for parking, except as restricted by the Zoning Resolution of Pueblo County, Colorado.
13. Parcels A to G inclusive 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 Director.

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 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 of these Conditions 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 affective unto by its duly authorized officers on this day and date first stated hereinabove.

This Amendment to that certain Declaration of Protective Covenants recorded in the Official Records of Pueblo County, Colorado, on February 20, 1969 in Book 1649, Page-1 pertaining to Unit 20 of that certain plat filed under reception number 372066 with the County clerk and Recorder of Pueblo County, Colorado on January 6, 1969, by Colorado City Development Company, a Colorado Corporation, having its principal place of business in Colorado City, Colorado, hereinafter referred to as "Declarant."

DECLARATION OF PROTECTIVE COVENANTS

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, and

WHEREAS, a majority of the owners of the real property to which the said Declaration pertains have agreed to such amendment

NOW, THEREFORE, KNOW ALL HEN BY THESE PRESENTS

That the said Declaration is hereby amended by addition of conditions, restrictions and reservations as follows:

14. 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 two 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.
15. Household pets permitted under section 14 of these covenants shall always be under control of their owners. When not on the owners' property, such pets must be leashed or kept under other positive owner control so that they do not run free.

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

IN WITNESS WHEREOF, the Declarant has caused its corporate name and seal to be ,& Secretary hereunto authorized affixed hereto by its Vice President and &=41%- this 12th day of July 1973.

WHEN RECORDED, PLEASE RETURN TO: Colorado City Development Company, 4605 Lankershim Blvd., Suite 600, North Hollywood, CA 91356

A M E N D M E N T

THIS AMENDMENT to that DECLARATION OF PROTECTIVE COVENANTS recorded in the Official Records of Pueblo County, Colorado on February 20, 1969 in Book 1649, Page 1 pertaining to Unit 20 of that certain plat filed under Reception No. 373940 with the County Clerk and Recorder of Pueblo County, Colorado on January 6, 1969 by COLORADO CITY DEVELOPMENT COMPANY, a Colorado corporation, having its principal place of business in Colorado City, Colorado, hereinafter referred to as the "Declaration".

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: The Declarant amends the said Declaration in the following particulars only:

1. To add paragraph said Declaration hereinafter set forth:

"In the event that any mobile home or appurtenant structure is to be removed from any mobile home site, the following will be accomplished: holes remaining there from will be side sloped and provision made for water drainage; pipes and wires will be secured; debris including blocks, lumber and any materials utilized in the setup or removal will be removed. The responsibility for accomplishment of the terms outlined in this section is that of the property owner.

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 31st day of March, 1976.