

DECLARATION OF PROTECTIVE COVENANTS

UNIT 34

THIS DECLARATION, made this 11th day of December, 1970 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 1 to 241 inclusive, as shown on Unit 34 of the plat entitled Colorado City, filed of record on December 2, 1970, under Reception Number 400047, Book 1681, Page 925 to 928 inclusive, 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 tract, and Declarant has fixed and does hereby fix the protective conditions upon which all of said lots and parcels 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 said lots in said tract 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 tract 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 tract, unless otherwise designated, shall be Single Family Residential (R-1) lots and may be improved, used and occupied for single family residential purposes together with accessory buildings as approved by the Architectural Committee in accordance with the Pueblo County Zoning Resolution.
2. 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.
3. No lots in this tract shall be re-subdivided or split.
4. No television, radio antenna or masts of unusual height or configuration may be erected, until approved by the Architectural Committee.
5. No refuse cans and/or clotheslines 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.
6. 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.
7. No accessory buildings, trailers, mobile homes, barns or other structures not conforming to these covenants shall be maintained on any lot.
8. No accessory buildings may be constructed until such time as construction of a principal building has commenced.
9. No signs, advertisement, billboards or advertising structures may be erected or maintained on any of the residential lots without the consent in writing of the Architectural Committee in accordance with the Pueblo County Zoning Resolution. Exception: one for sale or for rent sign limited to four (4) square feet in area may be placed on any residential lot.

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10. No main structure shall be permitted whose habitable area under roof is less than 750 square feet.
11. 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.
12. No farm animals or pets other than domestic household pets shall be maintained on any of said lots.

Public Use (S-1)

1. Lot 28 shall be designated for public use. Permanent open Space Area
2. Parcels A to F 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 District.

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 hereof 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 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 there 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.