

## **DECLARATION OF PROTECTIVE COVENANTS**

### **UNIT 41**

THIS DECLARATION, made this 31st day of August, 1971, 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 564 inclusive, and Parcels A to H inclusive and J to T inclusive, as shown on Unit 41 of the plat entitled Colorado City, filed of record on July 28, 1971, under Reception Number 411265 Book 1696, Pages 951 to 955 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 and parcels 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 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 unit and Declarant has fixed and does hereby fix the protective conditions upon which all of said lots and parcels of said unit 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 unit 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 unit 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. Lots 1-14 inclusive, 39-115 inclusive, 305-320 inclusive, 326-414 inclusive, 422-427 inclusive, 457-486 inclusive, and 496-554 inclusive of Unit 41 shall be designated as Single 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 Control Committee in accordance with the Pueblo County Zoning Resolution.
2. Lots 15-38 inclusive, 116-121 inclusive, 271-304 inclusive, 321-325 inclusive, 415-421 inclusive, 428-431 inclusive, 433-456 inclusive, 487-495 inclusive, and 556-564 inclusive of Unit 41, shall be designated Multiple Family Residential (R-4) lots and may be improved, used and occupied for multiple family purposes together with accessory buildings as approved by the Architectural Control Committee and in accordance with the Pueblo County Zoning Resolution.
3. Lots 122-270 inclusive of Unit 41, shall be designated Multiple Residential and Office (R-5) lots and may be improved, used and occupied for multiple family purposes together with accessory buildings as approved by the Architectural Control Committee and in accordance with the Pueblo County Zoning Resolution.
4. Lot 432 of Unit 41 shall be designated "Neighborhood Business Lot (B-1)" and may be improved, used and occupied for neighborhood business purposes together with accessory buildings as approved by the Architectural Control Committee and in accordance with the Pueblo County Zoning Resolution.
5. 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 unit herein designated as a residential lot.
6. No lots in this unit shall be re-subdivided or split without prior written consent of the Declarant and in conformance with the Pueblo County Zoning Resolution.
7. No television, radio antenna or masts in excess of eight (8) feet may be erected, until approved by the Architectural Control Committee.
8. 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 Control Committee and in conformance with the Pueblo County Zoning Resolution.

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9. No improvement shall be made upon any of the said lots until approved by an Architectural Control 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 Control 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 the 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 and/or other public or private agency or entity having jurisdiction.
10. No accessory buildings, trailers, mobile homes, barns or other structures of a similar nature shall be maintained on any lot. No off-street parking areas other than garages or carports shall be permitted to fulfill the off-street parking requirements.
11. No accessory buildings may be constructed until such time as construction of a principal building has commenced or been completed.
12. 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 Control Committee and in conformance 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.
13. All exterior wood shall be maintained with oil, stain or paint. All exterior stucco, concrete or concrete block shall have integral color added or be painted.
14. No dwelling "unit" shall be permitted whose habitable area under roof is less than 750 square feet, or in conformance with the Pueblo County Zoning Resolution, whichever is greater.
15. The Architectural Control 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.
16. No farm animals or pets other than three (3) domestic household pets shall be maintained on any of said lots, except as granted by special use permits.
17. Party Walls:
  - a. *General Rules of Law to Apply.* Each wall, whether structural or freestanding, including patio walls, which is built upon the Lots and placed on or at any Lot line and issued or intended to be used by two or more adjoining Owners shall constitute a Party Wall and to the extent not inconsistent with the provisions of the within covenants, the general rules of Colorado Law regarding Party Walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.
  - b. Except as hereinafter provided, each Owner shall be responsible for the maintenance of that portion of the Party Wall situate on his property and facing his lot except as hereinafter set forth.
  - c. In the event any Party Wall is damaged or destroyed through the act or omission of an Owner, or any of his invitees, tenants, licensees, agents, or members of his family, (whether or not such act is negligent or otherwise culpable), then such Owner shall forthwith proceed to rebuild, repair, or restore the Party Wall to its former condition, in conformance with the Pueblo County Building Code then in force and effect, without cost to the non-responsible owner.
  - d. In the event any Party Wall is damaged or destroyed by some cause other than an act or omission of either one of the adjoining owners, his agents, tenants, licensees, invitees, or members of his family, the adjoining Owners shall repair, rebuild, or restore the Party Wall to its former condition and the repairing rebuilding, or restoration expense shall be borne equally by the adjoining owners.
  - e. Resurfacing or painting of adjacent wall areas shall be completed in a color and texture as close to the original as possible. No change in color or texture shall be done without written mutual consent of adjoining owners and the Architectural Control Committee.
  - f. Any Owner proposing to modify, make additions to, or in any way alter a Party Wall must obtain the written consent of the adjoining owner, the Architectural Control Committee, and the Pueblo County Building and Zoning Department or any other public or private agency or entity having jurisdiction, prior to commencement of construction.

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g. In the event of a dispute between owners with respect to the repairing or rebuilding of a Party Wall or with respect to the sharing of the costs thereof, the dispute shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who share the cost of arbitration equally. In the event one party fails to designate by notice to the other party an arbitrator within ten (10) days after the receipt of a notice in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

18. In the event any portion of the footings, walls or foundation of a dwelling encroaches on any lot line, a valid easement for any such encroachment so long as it stands, shall and does exist; however, said encroachment shall not exceed a maximum of twelve (12) inches.

### ***Permanent Open Space Area***

1. Parcels A to E, inclusive, Parcels G and H, and Parcels J to S, 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 thereto 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 the date first stated hereinabove.