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Huerfano Cty, CO Judy Benine DECCOV R 16.00

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS Eric Bachman is the owner of certain property located in the County of Huerfano, State of Colorado described as follows:

The Esperanza Development, consisting of three tracts, named: Primero, Segundo, and Tercio; all according to the plat recorded at Reception #364164, Huerfano County, Clerk & Recorder.

WHEREAS the owner intends to sell, convey, and transfer the said property in several tracts subject to protective covenants, conditions, and restrictions, all for the use and benefit of the owner and his grantees in order to achieve a harmonious and attractive development of the property, and to insure the health, comfort, safety, convenience, and general welfare of all owners.

NOW WHEREFORE the owner does hereby publish, acknowledge, and declare that this document shall establish the following covenants, conditions, and restrictions to all tracts created within the above described real estate and that these covenants shall run with the land and shall be binding upon the owner, his heirs, personal representatives, successors and assigns to wit:

1. That the tracts shall be subject to the construction of two roadways; one each on either side of the stream that passes through the subject property. These roadways shall be used by the owner and his grantees; their guests and assigns for the purposes of ingress and egress via motor vehicle or other mode of transportation to and from Tracts. Upon creation of the roadway the owner shall file an amended plat depicting the roadway with the Huerfano County Clerk and Recorder. There is existing on the premises a trail which may be improved, extended, or left in its current condition which is hereby dedicated to the purposes of ingress and egress of the owner, his grantees and their guests and assigns for the purposes of gaining access to all Tracts created by the owner.
2. A Purchaser of any Tract shall furnish at his own expense electrical power to the premises. All such electrical service shall be via underground cable or other method of transfer of electrical energy. It is expressly intended that **no** overhead electrical service shall be permitted on any Tract.
3. That if a Purchaser desires to fence his boundary; purchaser shall install a cattle guard, which cattle guard shall meet Huerfano County specifications as set forth by Huerfano County as though said cattle guard was constructed on a county road. This covenant shall not apply to a Purchaser or his assign who is at the end of any easement or roadway.



4. That all mineral rights are reserved to the owner. In the event of mineral development that disturbs the surface, all of the owners of the three tracts shall consent by written document prior to the commencement of said development.
5. That Purchaser shall not construct any outside light which is characterized as a mercury vapor light or any other light which discharges a bright light. Any and all outside lights shall be of such a nature as to produce no more than 1200 lumens of light and there shall be no more than two such lights upon the premises, and shall extend no more than ten (10) feet above the natural ground level.
6. No structure may be constructed upon any Tract such that the structure will be obstructing the view of any other tract owner of any mountain range, furthermore, no structure shall be built upon a ridge line.
7. Each residence upon each Tract shall be constructed of materials in harmony with the natural surroundings. Homes may be made of stone, adobe, straw, wood, log, clay or any other such building material and shall be of a subdued color consistent with the natural environment. Other structures may be constructed from other materials, but shall conform to the color restrictions herein.
8. These covenants shall run with the land and shall be binding upon all persons claiming under them for a period of ten years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive ten year periods of time, unless, a unanimous vote of the owners of the Tracts have been recorded agreeing to change said covenants in whole or in part.
9. In the event of a violation or an attempt to violate any of the covenants herein it shall be lawful for any person owning real estate situated upon the premises to prosecute such violation according to the laws of the State of Colorado. The prosecution of said violation if upheld by the Court shall entitle the moving party to recover all costs and attorney's fees from the offending party.

In the event that any covenant herein is found to be unenforceable or contrary to any of the laws of the State of Colorado, the remaining provisions herein shall remain in full force and effect.

These covenants executed on August 16th, 2004 in Huerfano County, Colorado.

Eric Bachman, Owner

