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State of Colorado Filed for record the 8th day of Aug A.D. 1983 at 8:15 o'clock A.M. ALBERT P. VIGIL RECORDER
County of Huerfano No. 291660 By A. B. B. Deputy

BOOK 367 PAGE 423

AMENDED DECLARATION OF PROTECTIVE COVENANTS

LA VETA ACRES FILING NO. 1

STATE OF COLORADO)
) ss:
COUNTY OF HUERFANO)

WHEREAS, on the 30th day of October, 1981, there was filed with the County Clerk for the County of Huerfano, State of Colorado, at Book 362, Page 105, by La Veta Acres, a New Mexico general partnership, a "Declaration of Protective Covenants of La Veta Acres", the actual terms of said Declaration of Protective Covenants being incorporated herein by this reference and being hereinafter sometimes referred to as the "Original Declaration", and

WHEREAS, the Original Declaration was intended to, and did in fact, effect each and every lot of "La Veta Filing No. 1", as the same is shown in the plat thereof filed with the Clerk and County Recorder for Huerfano County, State of Colorado, on the 30th day of October, 1981, under Reception Number 284303, and

WHEREAS, only lot #3 of said La Veta Acres Filing No. 1 has heretofore been sold by La Veta Acres, all the remaining lots being still owned by La Veta Acres, and

WHEREAS, La Veta Acres and the Purchasers of said lot 3, Elson L. Miller and Margaret L. Miller, together the owners of all of the lots in La Veta Acres Filing No. 1, desire to amend the Original Declaration.

NOW, THEREFORE, the undersigned, all the owners of all the property described in La Veta Acres Filing No. 1 hereby make the following declaration, as an amendment to the Original Declaration referred to above, as to restrictions, covenants, and limitation of use to which the lots described in La Veta Acres Filing No. 1 may be put, for the benefit of a limitation upon all present and future owners of said lots, this Amended Declaration of Protective Covenants being designated for the purpose of protecting present and future property values of said real property and in order to develop said property in accordance with a common plan, scheme and design.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single-family dwellings not to exceed three stories in height, including basement, and a private garage for not more than three cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, altered, placed, or permitted on any lot until the construction plans and specifications, and a plan showing the location of the structure shall have been approved by the Architectural Control Committee hereinafter provided for, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

3. DWELLING SIZE. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 750 square feet for a one-story building, or less than 850 square feet of ground floor for a two-story dwelling.

4. WATER. Lot owners may draw water wells at their sole expense.

5. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side yard lot line, and no dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No building permitted in flood plain.

6. VARIANCES. The Architectural Control Committee shall have authority to grant variances from the provisions of this declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The Architectural Control Committee shall be the sole and exclusive judge of whether or not said hardship exists.

7. EASEMENTS. Easements for installation and maintenance of utilities, fire protection, bridle paths or hiking trails, and drainage facilities, are reserved as shown on the recorded map within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements.

8. EASEMENTS AND RIGHTS OF WAY. Every owner of a lot within the subdivision shall be granted a perpetual right of way or easement for ingress and egress to such respective lot across the existing private roadways shown on the map for La Veta Acres, and said roads and rights of way shall at all times remain free, open and unobstructed for the private use of owners of lots within the subdivision for ingress and egress to their respective lots within the platted subdivision from the platted and dedicated County Road. The undersigned shall have the exclusive authority to designate where the private roadways within the subdivision shall join the existing dedicated County Road, and such designations are shown on the plat of said subdivision.

9. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All fireplace chimneys and incinerators must have acceptable spark arrestors.

10. STRUCTURES OTHER THAN RESIDENTIAL DWELLINGS. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be erected on any lot at any time as a temporary structure, and any garage, barn or other outbuilding to be erected on any lot as a permanent structure shall be done so only after approval by the Architectural Control Committee. No barn, garage or other outbuilding approved by the Architectural Control Committee constructed on any lot shall be used as a residence. Nice camping trailers and motor homes are acceptable as temporary residences provided that the continual use of such vehicles does not exceed fourteen (14) days in length at any one time.

11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot.

12. ANIMALS. Animals are the responsibility of their owner. Any animal being a continual nuisance, such as a barking or straying dog, may be asked to be removed by the Architectural Control Committee.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in concealed sanitary containers. All incinerators or other equipmen. for the disposal of waste shall be so constructed as to prevent noxious odors or excessive smoke emitting therefrom, and shall be kept in a clean and sanitary condition.

14. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of George A. Dubois and John F. Caffrey, 2040 Fourth St., NW, Albuquerque, New Mexico 87102 and David K. Warren, Woodland Park, Colorado. A majority of the three person committe may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Said committee shall exercise the control, authority and discretion herein invested in it. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded, written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

15. TIMBER REMOVAL. There shall be no clear-cut removal of timber from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices.

16. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, or a sign having the lot owner's name.

17. TERM. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. TIME FOR CONSTRUCTION. Once construction of any building or dwelling house is commenced, it must be completed within one year.

19. COMMERCIAL ACTIVITY. F commercial activity shall be carried on within the Subdivision.

20. SEWAGE FACILITIES. Every owner of a lot within the subdivision shall be responsible for the construction of individual sewage facilities for such lot, and all septic tanks placed on any lot shall be located so as to create a minimum interference with existing water supply on the property, and shall be of a size and type and location that is approved by the health authorities of the State of Colorado and Huerfano County. The owners of two or more lots may, if they so desire, have a common septic tank to service more than one lot, provided, however, that no more than three dwellings may be connected to a common septic tank. In addition, the location of all septic tanks and individual sewage facilities shall be subject to approval by the local health authorities.

21. STORAGE. The storage of a lumber or any other material or building material, except during construction of the house or other approved buildings thereon, outside of permitted buildings properly erected under the terms of these covenants, is prohibited and no lot shall be used for the storage of trucks, cars, machinery or equipment, except during the development of land and construction thereon.

22. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant for the purpose of restraining violations or to recover damages. Violation of any restrictions contained or provided for in this declaration shall give the undersigned, and in the event the undersigned fails to act within a reasonable time, any owner of property subject to this declaration, in addition to all other remedies provided for by law, the right to enter upon the land upon or as to which such violation exists and abate or remove the same, using such force as may reasonably be necessary, at the expense of the owner thereof, an erection, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provision hereof and neither the undersigned nor its agents or employees or any other lot owners shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. The owner of said premises agrees to pay the undersigned upon demand the costs and expenses of such abatement and such costs and expenses shall be a lien upon the premises.

23. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. ROAD ASSOCIATION LIEN. The assessment levied by the South Middle Creek Unincorporated Association shall, if unpaid, constitute a lien against the real property interest of individual owners who fail to pay said assessment. Said Association is permitted to record a lien in the real property records for the purpose of evidencing this lien right, and may subsequently sue to foreclose that lien in the same manner afforded by statute for the foreclosure of mechanics' and materialmens' liens, including attorneys' fees, court costs and interest at the highest rate allowed by law on the unpaid assessment.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Declaration of Protective Covenants to be executed as of the 30th day of December, 1982.

LA VETA ACRES, a New Mexico
General Partnership

BY: John F. Caffrey
JOHN F. CAFFREY, Partner

Elson L. Miller
ELSON L. MILLER

Margaret I. Miller
MARGARET I. MILLER

