

State of Colo.  
County of Huerfano

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No. 247411 BOOK 331 PAGE 743  
By A. George E. ... RECORDER  
DEPUTY

INDEXED

DECLARATION OF PROTECTIVE COVENANTS  
AND  
BUILDING RESTRICTIONS  
UNIT ONE  
HUAJATOLLA VALLEY ESTATES  
HUERFANO COUNTY, COLORADO

This declaration of Protective Covenants and Building Restrictions is made this 27th day of SEPTEMBER, 1972, by the Huajatolla Land and Cattle Company, a Colorado corporation, having its office and principal place of business in Huerfano County, Colorado. Said corporation, its successors and/or assigns is hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, the DEVELOPER is the present sole owner of all of that land shown and designated on the plat entitled "HUAJATOLLA VALLEY ESTATES, UNIT ONE, HUERFANO COUNTY, COLORADO" (hereinafter referred to as the "SUBDIVISION"), situate in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 22, Township 29 South, Range 68 West of the Sixth Principal Meridian, Huerfano County, Colorado; which in conjunction with this declaration of Protective Covenants and Building Restrictions will be filed in the office of the County Clerk of Huerfano County, Colorado; and

WHEREAS, it is the intent and desire of the DEVELOPER to create and establish certain Protective Covenants and Building Restrictions to help maintain the authenticity and natural beauty of the Sub-division for the mutual benefit and enjoyment of purchasers and residents of lots within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the Developer does hereby declare the creation and existence of Protective Covenants and Building Restrictions for the Subdivision, and that the real property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, limitations, conditions and agreements hereinafter set forth.

1. Definitions.

- A. "DEVELOPER" shall mean and refer to the Owner, its successors and/or assigns of that land as described above, which is covered by these Protective Covenants and Building Restrictions.
- B. "SUBDIVISION" shall mean and refer to that land shown on the plat herein described.
- C. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- D. "LOT" shall mean and refer to any parcel of land shown and designated on the plat of the Subdivision as herein described.
- E. "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to a group composed of three (3) persons with the DEVELOPER and two (2) appointed persons, and shall approve in writing any plans, specifications and modifications to any structures, improvements, and the like.

2. The reservations, easements and conditions contained herein shall be deemed covenants and restrictions running with the land and shall be binding on all parties and all persons claiming under them until January 1, 1992, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots of the Subdivision, it is agreed to change said covenants and restrictions in whole or in part.
3. All buildings erected, placed or allowed to remain on any lot shall be situated only within that portion of said lot not restricted from use by easement or right-of-way, and shall be not nearer than 20 feet from any roadway right-of-way line, not nearer than 10 feet from any side lot line and not nearer than 25 feet from any rear lot line. Utility easements and rights-of-way are hereby reserved unto Huajatolla Valley Estates, and all Public Utility Companies for construction, installation and maintenance of any and all utilities, such as underground power, gas lines, drains, sewers, roads, water supply lines, underground telephone and telegraph or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a ten foot width along the perimeter of every lot and along every street, road or highway abutting the premises, unless otherwise designated on the plat. Notwithstanding the foregoing, from and after such time as two or more contiguous lots fronting on the same street are used as a single building site, such contiguous lots shall be deemed to be a single lot for the purpose of determining the "side lot lines". All drainage easements shall be kept free and clear of permanent structures, except as authorized by the Architectural Control Committee.
4. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six months from the date of the commencement of construction.
5. Right of access is hereby reserved to the DEVELOPER for general improvements of any person's premises or premises of the DEVELOPER, but such right of access to any particular premises shall terminate upon commencement of construction on the premises by the Owner.
6. No dwelling containing less than 900 square feet of living area, exclusive of garages, barns, carports, and accessory buildings shall be permitted on any lot. Use and occupancy of premises shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of Colorado and all government agencies having jurisdiction.
7. No structure (including fences, corrals, barns, etc) shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by the Architectural Control Committee.
8. No animals, birds, or poultry, other than not more than three horses per lot, shall be kept or maintained on any lot, except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose.
9. All horses must be maintained and stabled within the individual lot owner's property and not nearer than 50 feet from any adjacent residence. The Architectural Control Committee shall grant prior approval to all barns or other such structures under the provisions of Item 7, herein.

10. No lot shall be used in whole or in part for any commercial purpose. Nor shall any lot be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any activity be carried on, or substance kept, upon any lot that will emit foul or obnoxious odors, or that will cause unreasonable noise or which may be or become a nuisance to the neighborhood.
11. No sign or advertisement of any kind, other than name plates or professional signs not to exceed five square feet in area, shall be erected or maintained on the premises without the written approval of the Architectural Control Committee.
12. Rubbish and garbage must be kept in suitable containers and moved from lots in accordance with sanitation regulations. No rubbish or garbage may be burned or dumped on lots or on any part of Huajatolla Valley Estates, except in such places as may be specifically designated and approved for such purpose by the county or municipal authorities.
13. The DEVELOPER reserves the right to change, extend, or close any streets or roads or to designate any area for uses other than single family residential and to cut new streets or roads, or file a replat of any of the plats herein above described, provided such change or replat shall not interfere with ingress and egress to the property of any lot not owned by the DEVELOPER, provided that the DEVELOPER is the original owner of not less than 5 contiguous and unsold parcels. Except as provided above, no lot may be divided, replatted or subdivided in any manner whatsoever, except to remedy errors or omission, if any, created in the process of preparing the original plat, providing such corrections do not substantially affect the intent of said plat.
14. The DEVELOPER will provide water under adequate pressure to each lot ~~ding~~ with a water meter. Each lot owner shall connect to this service and pay monthly water bills.
15. The DEVELOPER will provide an inlet to its effluent waste water collection system at each lot line, each lot owner shall install an approved sanitary septic tank and connect the septic tank outfall line to Huajatolla Land and Cattle Company's collection system. Owner shall pay Developer only those monthly charges, assessments or dues, if any, necessary for the continuing repair and maintenance of said system.
16. Each lot owner shall maintain at the lot owner's expense, the water and effluent collection piping to the point of connection with the Huajatolla systems. Developer shall operate and maintain all community systems and shall not sell, abandon or release himself from this responsibility until any successor to said systems has been approved by a majority of the then current lot owners.
17. That certain land known as TRACT "B" as shown and designated on the SUBDIVISION shall be retained by the DEVELOPER with the following restrictions:
  - A. DEVELOPER shall be responsible for maintaining the beauty and natural state of TRACT "B".
  - B. No permanent structures, buildings, or fences of any nature shall be erected on said Tract.
  - C. No grazing, penning, staking, or husbanding of horses or other animals shall be allowed except as authorized by the Architectural Control Committee for the purpose of maintaining the natural grasses.

D. Easements for the purposes of utilities and drainage systems may be established only with the authorization of the Architectural Control Committee.

E. The foregoing restrictions pertaining to TRACT "B" will expire on January 1, 1992 at which time said TRACT "B" will be made available, at fair market value, to a company, corporation, or association organized under the laws of the State of Colorado and which is comprised solely of owners of lots of the SUBDIVISION. This offer will extend for a period of not to exceed 120 days after notification to all owners by Developer, after which time said offer will, at the discretion of the Developer, expire.

18. Enforcement of the covenants contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

19. Invalidation of any one of the covenants contained herein by judgement, court order or for any other reason shall in no way affect any of the other covenants, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, said Owner has hereunto caused this instrument to be signed and sealed on the 27<sup>th</sup> day of September, 19 72.

ATTEST:

HUAJATOLLA LAND AND CATTLE COMPANY

\_\_\_\_\_  
SECRETARY

Harry R Willis  
PRESIDENT  
OWNER

STATE OF COLORADO )  
COUNTY OF HUERFANO ) ss

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 19 72, by \_\_\_\_\_, President of HUAJATOLLA LAND AND CATTLE COMPANY, a Colorado corporation, on behalf of said corporation.

My commission expires on July 7, 19 74

Rosalee Jo Thompson  
NOTARY PUBLIC

