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DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, MADE THIS 22nd day of May, 1968 by Faris Marlboro Country Estates Company, A Colorado Corporation, having its principal place of business in Huerfano, County, Colorado, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner of all of that real property shown as Spanish Peaks Village, Tract #2, a part of "Faris Marlboro Country Estates" filed of record on May 22, 1968 under Reception No. 236324 with the County Clerk and Recorder of Huerfano County, Colorado, and

WHEREAS, the Declarant is about to sell, dispose of or convey the 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 and/or users of the 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 lots in said tract, and Declarant has fixed, and does hereby fix, the protective Conditions upon which all lots, parcels and portions 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 lots in said Tract and of each owner thereof, and shall run with the land and inure to and pass with said tract and each and every parcel of land therein, and shall apply to and bind the respective successors in interest thereof, and are and each thereof is imposed upon said tract as a mutual, equitable servitude in favor of each and every parcel of land therein as the dominant tenement or tenements.

SAID CONDITIONS are as follows:

1. That all of the lots of said tract unless otherwise designated shall be single family residential lots and may be improved, used and occupied for single family residence purposes together with such accessory buildings as approved by the Architectural Committee.
2. That no raising or breeding nor keeping or maintaining of pigs, rabbits, poultry, dogs or livestock of any kind be permitted, with the exception that for each dwelling unit the occupant may keep for his personal use not more than three pets such as dogs, cats or other generally accepted household pets, provided that such household pet or pets shall be restrained from doing any thing which may be or become an annoyance or nuisance to neighbors or to the neighborhood. Exception: This condition shall not apply to birds and fish that are maintained within the home.
3. That 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.
4. That no lots on this tract shall be re-subdivided or split.
5. That all television and radio antennas or masts of unusual height or configuration must be approved by the Architectural Committee.
6. That refuse cans and/or clotheslines shall be shielded from view at all times within fenced service yards.
7. That any building erected upon any of said lots shall be approved prior to construction by an Architectural Committee appointed by Declarant, or successors appointed by them, in Walsenburg, 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 shall 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 for said construction has been obtained from the County of Huerfano Building Department.
8. That no accessory buildings, trailers, barns or other structures not conforming to these covenants shall be maintained on any lot.
9. That no signs, advertisements, billboards, or advertising structures may be erected or maintained on any of the residential lots without the consent in writing of the Architectural Committee. Exception: one "For Sale" or "For Rent" sign limited to three (3) square feet in area may be placed on any residential lot.

10. That fences, walls and hedges where permitted on said yards and rear property lines shall be limited to six (6) feet in height, subject however to any other provisions of these covenants. Fences, walls and hedges where permitted within the front yard set back shall be limited to three (3) feet. The Architectural Committee may approve a request for a variance.
11. Lots number 42 and 85 are reserved in perpetuity for uses such as parks, recreation and open spaces for the benefit of the owners of property in Marlboro Country Estates. As such, these lots are not subject to restrictions applicable to residential lots.

Single Family - 1250 Square Feet Building Restriction

1. As to lots 19 through 33, 59 through 68, 101 through 118 and 121 through 129, no main structure shall be permitted whose habitable area, exclusive of open porches is less than 1250 square feet on the ground level.
2. The front building set back line shall vary from 15 to 30 feet. The Architectural Committee shall determine the required set back, based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. The side yard set back line shall be a minimum of 5 feet from the property line to the building wall. Exception: Eaves and other architectural projections may extend to within two (2) feet of the property line.
4. The rear yard set back line shall be five (5) feet from the rear property line to the building wall. No portion of a structure including eaves or other architectural projections may extend into this set back.
5. Fences, walls or hedges on the side yard property lines or rear property line shall be erected or planted only with the prior approval of the Architectural Committee.

Single Family - 1500 Square Feet Building Restriction

1. As to lots numbered 9 through 18 and 34 through 58, no main structure shall be permitted whose habitable area, exclusive of open porches is less than 1500 square feet on the ground level.
2. The front building set back line shall vary from 20' to 30'. The Architectural Committee shall determine the required set back based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. The side yard set back line shall be a minimum of 5 feet from the property line to the eave line. No portion of a structure including eaves or other architectural projections may extend into this set back.
4. The rear yard set back line shall be five (5) feet from the rear property line to the building wall. No portion of a structure including eaves or other architectural projections may extend into this set back.
5. Fences, walls or hedges on the side yard property lines or rear property line shall be erected or planted only with the prior approval of the Architectural Committee.

Single Family - 1800 Square Feet Building Restriction

1. As to lots numbered 69 through 100, and 119, no main structure shall be permitted whose habitable area, exclusive of open porches is less than 1800 square feet on the ground level.
2. The front building set back line shall vary from 20' to 30'. The Architectural Committee shall determine the required set back based on site conditions and neighboring developments, when plans are submitted as provided hereinabove.
3. The side yard set back line shall be a minimum of 5 feet from the property line to the eave line. No portion of a structure including eaves or other architectural projections may extend into this set back.

4. The rear yard set back line shall be five (5) feet from the rear property line to the building wall. No portion of a structure including eaves or other architectural projections may extend into this set back.
5. Fences, walls or hedges on the side yard property lines or rear property line shall be erected or planted only with the prior approval of the Architectural Committee.

Multiple Family Residential - 4 or more residential units

1. Lots numbered 2 through 8 and 130 and 131, these lots shall be designated four (4) or more multiple family residential lots and may be improved, used and occupied for multiple family residential purposes together with such accessory buildings as are approved by the Architectural Committee.
2. The front building set back line shall be 15 feet minimum from the front property line.
3. The side yard set back shall be 5 feet minimum from the property line for each story above grade including the first floor. The Architectural Committee may waive side yard set back requirements in special cases where two or more lots are developed as a single project or where condominium projects are erected. Eaves and other architectural projections may extend three (3) feet into the side yard set back requirement. The rear yard set back shall be determined by the Architectural Committee when preliminary plans are submitted for approval.
4. The Architectural Committee may consider an application to re-subdivide or split lots when the owner proposes a condominium development.

Commercial

1. Lot numbered 1 shall be designated for commercial use as approved by the Architectural Committee.
2. Paragraphs 6, 7 and 10 shall not apply to lots numberd 8A, 119A, 119B and 119C. Nor shall square foot building restrictions apply as these lots are improved as to the filing date of these Covenants.

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 thereof, at which time said Conditions shall be automatically extended for successive periods of ten (10) years, unless by 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.

Notwithstanding any provisions herein to the contrary these Conditions may be changed prior to the end of twenty (20) years from the date hereof (except as to Land uses) by a vote of the majority of the property owners.

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 the 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 hereto 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, PARIS MARLBORO COUNTRY ESTATES COMPANY has caused its seal and signatures to be affixed herainto by its duly authorized officers on the day and date first stated hereinabove.

PARIS MARLBORO COUNTRY ESTATES COMPANY

BY [Signature]
(President)

BY [Signature]
(Secretary)

