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County of Huerfano No. 284684 BOOK 321 PAGE 129 By: Romero Deputy

DECLARATION OF PROTECTIVE COVENANTS

and

BUILDING RESTRICTIONS

PINON HILLS ESTATES, FILING NO. 1

Huerfano County, Colorado

This DECLARATION of PROTECTIVE COVENANTS and BUILDING RESTRICTIONS is an amended declaration to a previous declaration made by Harry R. Willis, dba Huajatolla Valley Land and Cattle Company on March 14, 1979, Book 353, Page 782 and by R.E.H. Enterprises, Incorporated on August 12, 1970, Book 321, Page 118; and is made this 14th day of October, 1981 by Harry R. Willis, dba Huajatolla Valley Land and Cattle Company, a Colorado landowner, having its office and principal place of business in Huerfano County. Said landowner, its successors and/or assigns is hereinafter referred to as "DEVELOPER".

WHEREAS, the DEVELOPER is the owner of all of that real property shown as Block 1 and Block 2, a part of Pinon Hills Estates filed of record on the 12th day of August, 1970 under reception No. 242037 with the County Clerk and Recorder 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 Subdivision for the mutual benefit and enjoyment of purchasers and residents of lots within the Subdivision. It is the intent and desire of the DEVELOPER to amend Item #8 of the previous Protective Covenants and Building Restrictions of March 14, 1979, Book 353, Page 782 as provided in Item #17 of said Protective Covenants and Building Restrictions.

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, 1999, 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 Pinon Hills 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 (6) 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. Livestock will be permitted providing it is kept in a fenced area and maintained in a clean and attractive manner, but not allowed as a commercial enterprise. All barns, hutches, stables, pens, etc. must be located so they do not become a nuisance or health hazard to neighboring property owners and their water supply. Any property owner having animals as indicated above must have a well constructed fence capable of keeping the animals within property boundaries. Accessory buildings designed for the keeping of livestock will be a minimum of 50 feet from the property line.
9. 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.
10. 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.
11. 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 Pinon Hills Estates, except in such places as may be specifically designated and approved for such purpose by the county or municipal authorities.
12. 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.

- 13. That any building upon any of said lots shall be approved prior to construction by Architectural Committee. 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, which include complete plans and elevations. 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.
- 14. Residential construction upon each lot must be permanent. (By permanent, it must have a foundation and not be mobile in appearance.) Buildings erected on each subdivided lot must be approved by the Architectural Committee before work is started.
- 15. No tract shall be used for the storage of lumber or any material (except during construction of a residence or approved outbuildings thereon) and no lot shall be used for the storage of trucks, cars, machinery or equipment except during the development of land and construction thereon or that ordinarily kept for the operation of lands described in this declaration for residential purposes as is normal in this area.
- 16. All water wells and sewage disposal systems placed upon any lot shall comply with existing requirements of the State of Colorado Health Department and any existing health requirements of the county.
- 17. For a period of twenty years from the date of these covenants, the Declarant reserves the right to change or cancel any or all of these restrictions if in their judgement the development or lack of development of adjacent property makes that course necessary or advisable.
- 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 14th day of October, 1981.

ATTEST:

Harry R. Willis dba HUAJATOLLA VALLEY  
LAND AND CATTLE CO.

Jan D. Masten

Harry R. Willis  
Harry R. Willis, OWNER

STATE OF COLORADO )  
                          ) ss  
COUNTY OF HUERFANO )

The foregoing instrument was acknowledged before me this 14th day of October, 1981, by Harry R. Willis, dba HUAJATOLLA VALLEY LAND AND CATTLE COMPANY, a Colorado landowner, on behalf of said Owner.

My commission expires: June 17, 1982

Donna Masten  
Notary Public

