

INDEXED

DECLARATION OF PROTECTIVE COVENANTS
LA VETA RANCH

STATE OF COLORADO)
) SS:
COUNTY OF HUERFANO)

The undersigned hereby make the following declaration as to restrictions, covenants and limitations of use to which the lots specified below may be put, for the benefit of a limitation upon all present and future owners of said lots, this Declaration of Protective Covenants being designed for the purpose of protecting present and future property values of said 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 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 lots 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 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 paths, 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 Ranch, 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

Book 2M Page

State of Colorado Filed for record the _____ day of _____ A.D. 19____ at _____ o'clock _____ M. ALBERT P. VIGIL RECORDER
County of Huerfano Rec # _____ Book _____ & Page No. _____ By _____ Deputy Initiator

on nuisance to the neighborhood. All fireplace chimneys and incinerators must have acceptable spark arrestors.

10. **TEMPORARY STRUCTURES.** 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 ninety (90) 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 dog or straying animal, may be asked to be removed by the Architectural Control Committee. No fences and only properly constructed cattle guards shall be permitted on common use roadways.

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 consealed sanitary containers. All incinerators or other equipment for the disposal of waste shall be 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 Edward K. Warren and Kay Warren Wengert of Arizona, and David K. Warren of 181 Missouri Gulch, Woodland Park, Co. 80863. A majority of the three person committee 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 thirty-two (32) square feet advertising the property for sale or rent, or a sign having the lot owner's name, or larger signs used by the developer to advertise the property during the development and sales period.

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 two years.

19. **COMMERCIAL ACTIVITY.** Only agricultural commercial activity shall be carried on within the Subdivision unless lot borders Highway 160.

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

State of Colorado Filed for record the _____ day of _____ A.D. 19____ at _____ o'clock _____ M. ALBERT P. VIGOR RECORDER
County of Huerfano Rec # _____ Book _____ & Page No. _____ By _____ Deputy Initials

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 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 unless any storage is outside the view of another lot and the main road.

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 provide 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 be 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 cost 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 wise affect any of the other provision which shall remain in full force and effect.

24. ROAD ASSOCIATION LIEN. The assessment levied by an 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.

LOTS TO WHICH THESE COVENANTS APPLY

The lots to which the above state Protective Covenants and Restrictions are to apply, shall be Lots 5B, 8B, 8C, 9A, 26 and Lots 30 through 43 of La Veta Ranch as the same as shown in the map thereof filed with the Clerk and Recorder of Huerfano County, Colorado, on the 4TH & 25TH days of AUGUST 1987, under ~~Plat~~ MAP Numbers 209, 310, 311.

IN WITNESS WHEREOF, the individual owners of the lots described above have caused this document to be executed as of the 25th day of August 1987.

By: Edward K. Warren
EDWARD K. WARREN

By: David K. Warren
DAVID K. WARREN

By: Kay Warren Wengert
KAY WARREN WENGERT

State of Colorado file for record the _____ day of _____ A.D. 19____ at _____ o'clock _____ M. ALBERT P. VIGNI, Notary Public
County of Huerfano Rec # _____ Book _____ & Page No. _____ By _____ Deputy Initials

STATE OF ARIZONA }
} ss:
}

The foregoing instrument was acknowledged before me this 8th day of March, 1986, by Edward K. Warren.

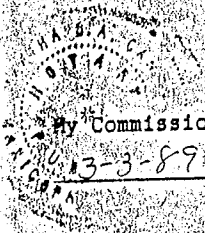


Martha B Long
NOTARY PUBLIC

My Commission Expires:
3-3-87

STATE OF ARIZONA }
} ss:
}

The foregoing instrument was acknowledged before me this 8th day of March, 1986, by Kay Warren Wengert.

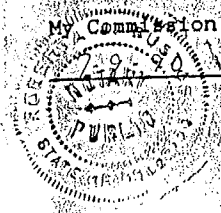


Martha B Long
NOTARY PUBLIC

My Commission Expires:
3-3-87

STATE OF COLORADO }
} ss:
}

The foregoing instrument was acknowledged before me this 8th day of March, 1986, by David K. Warren.



Rahita Buehler
NOTARY PUBLIC
506 Main Street
Walsenburg, Colo 81085

My Commission Expires:
9-9-90