

5

200200355477  
Filed for Record in  
HUERFANO COUNTY, COLO  
JUDY BENINE  
09-18-2002 At 08:31 am.  
CONSENT 41.00  
DDC FEE .00

CONSENT TO AMEND RESTRICTIVE COVENANTS  
FOR NAVAJO RANCH ESTATES

THE UNDERSIGNED being the Navajo Ranch Estates Covenant Committee representatives of Huerfano County, Colorado, certify that Navajo Ranch Estates lot owners responding by ballot cast a majority vote and approved this Amended Declaration of Restrictive Covenants for Navajo Ranch Estates. The approved form of amended Declaration of Restrictive Covenants is filed of public record on this date, and is incorporated herein by reference. The said amended Restrictive Covenants shall apply to, and run with all the Lots and Tracts in Navajo Ranch Estates, as depicted in a plat map of record on April 15, 1992, as map no. 321, at pocket 7, folder 2 of the records of the Clerk and Recorder of Huerfano County, Colorado.

IN WITNESS WHEREOF, the said committee has executed this document on the date appearing below.

NAVAJO RANCH ESTATES  
COVENANT COMMITTEE

DATED: 09/17/02

By: Karin V. Deneke  
Karin V. Deneke, Chairperson

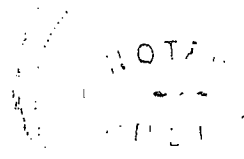
By: Mary L. Copeland  
Mary L. Copeland, Secretary

STATE OF COLORADO  
) ss.  
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 17th day of September, 2002, by Karin V. Deneke, as Chairperson and Mary L. Copeland, as Secretary of Navajo Ranch Estates Covenant Committee.

Witness my hand and official seal. My commission expires: 6-28-06

[Signature]  
Notary Public (SEAL)



## AMENDED DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the majority of Navajo Ranch Estates property owners are in favor of subjecting all lots in the estates to certain protective restrictions, conditions and covenants, all for the use and benefit of current and future property owners, as hereinafter set forth to the end that harmonious and attractive developments of the property may be accomplished and that the health, comfort, safety, relaxation, convenience and general welfare of all owners and occupants may be protected and safeguarded, and in order to establish and maintain a carefully protected residential community; and

WHEREAS, the said property owners are entitled to amend the original restrictive covenants applicable to Navajo Ranch Estates filed of record on January 11, 1984, as document no. 293851, at Map 230, Pocket 5, Folder 1 of the records of the Recorder of Huerfano County, Colorado, said owners hereby so amends said covenants.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That this amended declaration of restricted covenants shall apply to all lots and tracts within the said Navajo Ranch Estates, and further that these covenants shall be deemed to run with the land and shall be binding upon the owners, their heirs, personal representatives, successors and assigns.

### **I. SPECIAL AGREEMENTS AND CONDITIONS**

As part of the consideration of the sale of the above-described real estate, it is specifically agreed by the parties, that:

- a) Lot Owners and Contractors agree not to deface the area or cut live timber from the land except as may be necessary to clear land for the original construction of a dwelling, garage, out building, driveways, utilities and/or a defensive fire protection ring as recommended by the Huerfano County Fire Protection District. The Architectural Control Committee must approve the building plan and associated tree removal plan prior to the removal of any healthy trees. Any dead or diseased trees should be cut and removed from the land. Any trees cleared from the land as may be necessary to construct utilities, dwellings, garages, out buildings, or entrance driveways shall not be piled on any lot to minimize the possibility of disease, insects and wildfires. Small trimmings could be scattered at the rear of the lots.
- b) Purchaser shall furnish at his own expense, one or more approved culverts of a minimum length of twenty feet and a minimum diameter as recommended by Huerfano County Road and Bridge Department, to provide proper drainage along the right of way ditch, wherever any private drive or private access road, leading into any lot or tract in said subdivision, crosses the right of way drainage ditch. No more than two entrances from the road into any lot shall be permitted.

- c) Certain side and rear lot lines are subject to a ten (10) foot utility easement, lying ten (10) feet on either side of designated lot lines as specified and shown for the final plat of record. Certain exterior boundary lines are subject to a twenty (20) foot utility easement, as specified and shown on the final plat of record. Certain lots are subject to anchor easements as specified and shown on the final plat of record. Said utility easements are granted for the use and benefit of public utility companies, for installation and maintenance of electric service lines or cables, telephone lines or cables and other public utilities that may be necessary or required in the future.

## II. RESIDENTIAL AREA RESTRICTIONS

- a) No Lot shall be used except for residential purposes as specifically stated in these covenants. No building shall be erected, altered, placed or permitted to remain on the Lots described in the recitals above (the "Lots"), other than one single family dwelling of not less than twelve hundred (1,200) square feet of living area for lots purchased after September 2002, and height not to exceed thirty two (32) feet as calculated by the Huerfano County Building Code for a multi story dwelling. Lot owners who plan new structures should make reasonable efforts not to obstruct views of existing homes.
- b) One attached garage or carport shall be allowed with a maximum of sixty (60) percent of the square footage of the dwelling, not to exceed Nine Hundred Ninety-Nine (999) square feet. The structure shall conform to the general architecture of the dwelling. The maximum square footage is in compliance with the Huerfano County Building Code. One additional detached garage/shop may be built not to exceed Nine Hundred Ninety-Nine (999) square feet, and is subject to approval by the Architectural Control Committee.
- c) Guest houses are no longer allowed according to the Huerfano County Land Development Guide.
- d) Tracts A through G shall be used for the specific purposes set forth on the final plat of record and in accordance with the zoning adopted by Huerfano County Resolution No. 92-08, dated April 15, 1992, unless otherwise rezoned by proper application to, and approval by, Huerfano County.
- e) Domestic water shall be supplied by a quasi-municipal water district, and domestic water furnished to any lot or tract by said water district shall be restricted to in-house use only. No irrigation shall be allowed on any lot or tract. Said water district shall install or cause to be installed a water system in said subdivision and shall furnish, on the terms and conditions stated, water in a main, installed in front of all Lots and tracts, down the center line of all streets in said subdivision. A water main tap fee shall be paid by the Lot or tract owner when water is needed or desired on any Lot or tract. After said tap fee is paid to the district, said water district shall install or cause to be installed a water meter box and water meter at the front property line of the Lot or tract, a water line from the meter to the main in the center of the street and shall tap

said line into the water main through a water main tapping saddle. The water service line from the water meter at the front property line to the point of use on any Lot or tract shall be the responsibility of the individual Lot or tract owner. A said water service line shall be installed in accordance with specifications set forth by the water district. After water main tap and service line are completed for a water supply to any Lot or tract, a monthly water service charge shall be paid to the water district each and every month thereafter. Said water main tap fee and monthly water service charge shall be set by the water district. No more than one Lot or tract shall be served from any one water main tap. Each Lot or tract shall require one water main tap when domestic water is needed or desired, regardless of the number of Lots or tracts owned by any one purchaser.

- f) Sewage disposal shall be accomplished by the construction of an individual sewage disposal system on a Lot, however, no private sewage system shall be constructed on any Lot until specifications for same have been submitted to, approved by, and a permit for the construction of same has been obtained from the Huerfano County Building Inspector. Conventional septic systems may not be allowed on certain Lots in the subdivision, due to shallow soil conditions. Mechanical or aerobic systems may be required by the Huerfano County Building Inspector; at the time a permit is obtained by an individual Lot owner. Any individual sewage disposal system on any Lot shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Colorado Department of Health, Water, and Pollution Control Division. Systems shall be those, which minimize evaporation and transpiration. Leach fields shall be installed to a minimum depth of thirty inches below ground surface and the surface area shall be kept clear of all deep-rooted vegetation. All lavatories, sinks, and water closets shall be installed indoors and connected to an outside approved sewage system. No outside toilets shall be permitted, except approved commercial chemical toilets and then only during the period of dwelling construction and prior to the completion of the permanent sewage system.
- g) Electricity shall be provided by San Isabel Electric Services, Inc. A main electrical power line shall be constructed at the front, rear or side of all lots in the subdivision, on the utility easements as shown on the final plat of record. The cost of construction of said electrical power lines shall be the responsibility of the developer. The individual service line, from the main electrical power line to the dwelling location in any Lot shall be the responsibility of the individual Lot owner, at the time that electricity is needed or desired. The individual Lot owner shall make arrangements direct with San Isabel Electric Services, Inc., Pueblo, Colorado, for the installation of said service line and shall be charged for same in accordance with San Isabel's current policy as approved by the Colorado Public Utilities Commission. The individual Lot owner shall acquire a licensed electrical contractor to install the meter loop and service line from San Isabel's service pole to the dwelling. All Lots that lie in the Scenic Conservation Corridor Overlay Zone shall be served by underground electrical cables. The individual underground service line from the main underground cable to the point of use on any lot located in the Scenic Conservation Corridor

Overlay Zone or any other lot served by a main underground cable shall be the responsibility of the individual lot or tract owner.

### III. ARCHITECTURAL CONTROL

a) No building shall be erected, placed or altered on any Lot until the architectural plans and specifications and a plot plan showing the location of the structure on the Lot have been presented to and approved by the Architectural Control Committee, as to the proposed workmanship, materials, harmony of exterior design with existing structures and location with respect to topography and finish grade elevation. No building shall be erected, placed or altered within the Scenic Conservation Corridor Overlay Zone, as shown on the plat of record of Navajo Ranch Estates. This restriction applies to Lots 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 153, and 154. Also, prior to the construction or alteration of any building on any Lot, a building permit must be obtained from the Huerfano County Building Inspector.

b) Neither single nor doublewide HUD manufactured homes shall be allowed as permanent residences on any of the lots in the subdivision. Manufactured or modular homes, UBC certified, no older than five (5) years, as approved by Huerfano County Building Inspector, shall be allowed as long as same comply with the styles of architecture appropriate to that area of subdivision as determined by the Architectural Control Committee.

*Clarification: A new, UBC manufactured, modular, or model show home no older than 5 years at date of lot placement shall be allowed.*

c) No Manufactured Modular home shall be erected, placed or altered on any Lot until the manufacturer's plans, photographs and specifications have been presented to and approved by the Architectural Control Committee, or until the Huerfano County Building Inspector has inspected the home to be placed on the Lot, and has approved same. Also prior to the placement or alterations of any Manufactured Modular home on any Lot, a building permit must be obtained from the Huerfano County Building Inspector.

d) The Architectural Control Committee shall be composed of the Board of Directors of Navajo Western Land Co. A majority of the committee may designate and appoint a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Directors shall have full authority to appoint his successor. Replacement of any vacant position on the Architectural Control Committee shall be made by the remaining members. Any replacement member of the committee shall be a property owner in Navajo Ranch Estates. The committee's approval or disapproval, as required, shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove the owner's submitted plans and specifications within thirty (30) days, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and related covenants shall be deemed to have been fully complied with.

#### IV. STRUCTURE LOCATION

- a) Building setbacks from property lines shall be as follows: thirty (30) feet from any front lot line. All Lots shall be subject to the following: twenty-five (25) feet from any side street lot line, twenty-five (25) feet from any interior lot line and twenty-five (25) feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, providing, however, that no portion of any building constitutes an encroachment upon any other Lot.
- b) No fence shall be constructed on any Lot, or any front, side or rear lot line, without prior approval of the Architectural Control Committee. Fences constructed of peeled post and rail, vertical or horizontal boards or chain link shall be allowed. Barbed wire fences shall be prohibited on all Lots.

#### V. GENERAL RESTRICTIONS

- a) No one shall engage in any noxious or offensive activity on any Lot, at any time, nor shall anything be done thereon, at any time, which may become an annoyance or nuisance to the neighborhood in general.
- b) No structure of a temporary nature, basement, shack, garage, barn or other outbuildings shall be used on any Lot, at any time, as a residence, either temporarily or permanently.
- c) No junk automobiles or any automobile that is not in running condition and not displaying a current state license tag shall be parked or stored on any Lot at any time.
- d) Prior to construction of a permanent residence or placement of a manufactured home on any Lot, one self-contained camper or camp trailer shall be allowed on any Lot for weekend use or during vacation periods, but in no event shall said camper or camp trailer remain on any Lot more than thirty (30) days, for any one period of time. If space needs to be cleared for camper parking, consult with the Architectural Control Committee prior to clearing trees and creating access.
- e) One small trailer or any one construction shed shall be allowed during the period of construction of a dwelling on any Lot, but not to exceed the time of the building permit issued by the Huerfano County Building Inspector.
- f) No Lot shall be used for the dumping of trash or garbage, and the premises shall be kept in a clean and sanitary condition at all times. Solid waste disposal shall be the responsibility of each individual Lot owner and the same shall be disposed of at approved County landfill areas.

- g) A sign of five (5) square feet may be displayed for public view on any lot for the purpose of advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period, and for identification of address and owners' name.
- h) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, providing that they are not kept, bred or maintained for any commercial purposes. All dogs, cats and other household pets must be kept in the dwelling, in a pen or on a leash and under no circumstances shall they be allowed to run loose in the development. No more than three household pets shall be allowed on any Lot at any time.
- i) The discharge of firearms of any kind, within the subdivision shall not be permitted at any time.
- j) No Lot shall be subdivided. All Lots shall remain as per the Final Plat of record.

## VI. GENERAL CONDITIONS

- a) These covenants are to run with the land and shall be binding on all persons claiming under them for a period of ten (10) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a document reflecting the consent of the voting majority of the lot owners, in response to proposed changes to said covenants in whole or in part has been recorded. One vote per Lot allowed.

*Clarification: The county records reflect that Navajo Ranch Estates consist of 187 lots as of July 23, 2002. Ballots were sent to all addressees with 96 responding. With 94 being the mathematical majority of lot holders, this amendment received 95 affirmative votes for the amendment change. Therefore the current and future covenant amendment changes are valid with a majority vote of responding ballots.*

- b) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning real estate situated in said subdivision to prosecute under proceedings in law or in equity against the person or persons so violating the covenants, in order to restrain or enjoin the violation and thereby to enforce these covenants or recover damages for the violations thereof.
- c) Invalidation of any of these covenants by judgment or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on this day shown on the acknowledgement hereof.

NAVAJO RANCH ESTATES  
COVENANT COMMITTEE.

By: Karin V. Deneke 09/17/02  
Karin V. Deneke, Chairperson Date

By: Mary L. Copeland 9/17/02  
Mary L. Copeland, Secretary Date

STATE OF COLORADO  
COUNTY OF HUERFANO

The foregoing instrument was acknowledged before me this 17th day of September 2002. By Karin V. Deneke as Chairperson and Mary L. Copeland, as Secretary of Navajo Ranch Estates Covenant Committee.

Witness my hand and official seal. My commission expires: 10-28-06

Notary Public: [Signature]

(SEAL)

