

DECLARATION OF RESTRICTIVE COVENANTS

Page 1 of 6

Nancy C. Cruz, Clerk & Recorder

Huerfano County, CO

RP \$0.00

02-20-2018 10:12 AM Recording Fee \$0.00

WHEREAS, NAVAJO WESTERN LAND CO., a Colorado corporation, is the owner of a certain tract of land located in the County of Huerfano, State of Colorado, known as Navajo Ranch Estates, the plat of which is filed of record in the office of the County Clerk and Recorder of Huerfano County, Colorado.

WHEREAS, the said owner intends to sell, convey and dispose of the real property included in the said plat and is desirous to subject all lots in the plat to certain protective restrictions, conditions and covenants, all for the use and benefit of itself and its grantees, as hereinafter set forth to the end that harmonious and attractive development 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 and commercial community.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above owner does hereby publish, acknowledge and declare that it does by this document establish the following restrictions, covenants and conditions, and that these covenants in their entirety shall apply to all lots and tracts in 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, to-wit:

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. Purchaser agrees 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 dwelling, multi-family unit, commercial building, entrance driveway and utilities. Any dead trees or trees that may become diseased, may be cut and removed from the land. Any trees cleared from the land as may be necessary to construct streets, utilities, dwellings, multi-family units, commercial buildings or entrance driveways shall not be piled on any lot, but shall be scattered at the rear of the lots for each purchaser's future use as firewood and to minimize the possibility of disease and insects in the dead timber.

B. Purchaser shall furnish, at his own expense, one or more approved culverts of a minimum length of twenty feet and a minimum diameter of fifteen inches or larger if necessary 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 on 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, except as specifically otherwise stated in these covenants. No

building shall be erected, altered, placed or permitted to remain on Lots 50 through 123, other than one (1) single-family dwelling of not less than one thousand two hundred (1,200) square feet, and not to exceed two (2) stories in height, except as hereinafter stated in these covenants. No building shall be erected, altered, placed or permitted to remain on Lots 1 through 49 and Lots 124 through 175, other than one single-family dwelling of not less than eight hundred (800) square feet, and not to exceed two (2) stories in height, except as hereinafter stated in these covenants.

B. One private garage or carport for not more than two (2) cars shall be permitted, and same shall conform to the general architecture of the dwelling.

C. One small guest house, not a permanent residence, shall be allowed on any lot, providing that the design, construction and materials conform generally to the permanent residence and further that the same sewage system is used which serves the permanent residence on the lot. The same water service line from the water meter to the permanent residence on the lot may be used to serve the guest house and only one water main tap fee shall be charged for both dwellings by the water district, however, each dwelling shall be subject to the monthly water charge, as set by the water district. Said guest house shall not be constructed prior to the construction of the permanent residence.

D. Tracts A through I 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. 82-58, dated December 15, 1982, 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. 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 Pollution Control Division. Systems shall be those which minimize evaporation and transpiration. Leach fields shall be installed to a minimum depth of 30 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. Tract A (RV Subdivision), Lots 11 through 21, Tracts B, C and D (Highway Commercial) and Tracts E and F (Multi-Family) shall be served by a commercial, approved sewer plant located on Tract G (Waste Water Treatment), as shown on the final plat of record. A sewer main tap fee shall be paid to the developer, by each of the individual lot or tract owners, when sewer service is needed or desired on any of the aforementioned lots or tracts. The sewer service line from the main sewer line to the point of use on any RV lot shall be the responsibility of the Developer of the RV Subdivision. The sewer service line from the main sewer line to the point of use on Lots 11 through 21, Commercial Tracts B, C and D and Multi-Family Tracts E and F, shall be the responsibility of the individual lot or tract owner. Said sewer service line shall be installed in accordance with the requirements, standards and recommendations of the Colorado Department of Health, Water Pollution Control Division and the Huerfano County Building Code. After sewer main tap and sewer service line have been completed for sewer service to any lot or tract, a monthly service charge shall be paid to the Developer each and every month, thereafter. Said sewer main tap fee and monthly service charge shall be set by the Developer. No more than one lot or tract shall be served from any one sewer main tap, except that one sewer main tap shall serve all of the RV Subdivision lots and Highway Commercial Tracts B, C and D, may be served from one sewer main tap, in the event that same is developed into one convenience center under one ownership.

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, all multi-family units, all highway commercial buildings and all R.V. sites shall be served by underground electrical cables. The individual underground service lines, from the main underground cable to all RV lots shall be the responsibility of the developer of the RV Subdivision. 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, any other lot served by a main underground cable, Highway Commercial Tracts B, C and D and Multi-Family Tracts E and F, shall be the responsibility of the individual lot or tract owner.

III. ARCHITECTURAL CONTROL

A. All single-family residences built or placed on Lots 50 through 123 shall be designed in accordance with one of the following styles of architecture: Adobe style, Territorial style, Ranch style or Spanish style. All single-family residences built or placed on Lots 1 through 49 and Lots 124 through 175, shall be built in accordance with one of the following styles of architecture: Adobe style, Territorial style, Ranch style, Spanish style, A-frame style or Chalet style.

B. 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 final plat of record. 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.

C. Mobile homes shall not be allowed as permanent residences on any of the lots in the Subdivision. Modular homes shall be allowed as long as same comply with one of the styles of architecture stated in III letter A., above.

D. No 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 Architectural Control Committee has inspected the modular home to be placed on the lot, and has approved same. Also, prior to the placement or alteration of any modular home on any lot, a building permit must be obtained from the Huerfano County Building Inspector.

E. 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, except on Lots 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 98, 99, 100, 101, 102, 106, 107, 108, 109, 111, 153 and 154, which lots shall have a setback of twenty (20) feet from front lot line. All lots in the subdivision 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 tract, 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 and tracts.

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 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 modular 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 for more than thirty (30) days, for any one period of time.

E. One small trailer or one construction shed shall be allowed during the period of construction of a dwelling on any lot, but not to exceed one (1) year from date of commencement of construction of a permanent dwelling. Construction begun on any lot shall be completed within one (1) year.

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 same shall be disposed of at approved County landfill areas.

G. No sign of any kind shall be displayed to the public view on any lot, except that one (1) sign of not more than five (5) square feet, shall be allowed on any lot, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period. Signs shall be allowed at the RV Subdivision, Tract A, Highway Commercial Tracts B, C and D and Multi-Family Tracts E and F, providing permits for same are obtained from the Colorado Department of Highways and the Huerfano County Building Inspector.

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 (3) 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 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.

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 the day shown on the acknowledgement hereof.



NAVAJO WESTERN LAND CO.

By: A. Dean Spears
A. Dean Spears, President

By: William A. Freeman
William A. Freeman, Secretary

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 1st day of December, 1983, by A. DEAN SPEARS as President and WILLIAM A. FREEMAN as Secretary of Navajo Western Land Co., a Colorado corporation.

My notarial commission expires: Notary Public, Georgia, State of Georgia, My Commission Expires March 15, 1987

(SEAL)

William A. Freeman
Notary Public
Address: 3305 Rollins Rd
Duluth, Georgia

