

EX-1033 92420

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FEB 29 1956

DECLARATION  
OF  
PROTECTIVE COVENANTS

We, being the owners of the respective lots in the subdivision known as Refiling of Portion of Highland Acres Subdivision, El Paso County, Colorado, as recorded in Book V at Page 40 of the records of the County Clerk and Recorder of El Paso County, Colorado, as set forth herein:

- James A. Barnett and Mildred Barnett - Lot 1, Block 3
- John Selby Young - Part of Lot 2, Block 3
- Douglas M. Jardine and Mary Lou Jardine - Part of Lot 2 and Part of Lot 3, Block 3
- Harold H. Davitt - Part of Lot 3 and Part of Lot 4, Block 3
- John Selby Young - Part of Lot 4 and Part of Lot 5, Block 3
- John Selby Young - Part of Lot 5 and Part of Lot 6, Block 3
- Collier Built Homes, Incorporated - Part of Lot 6, Block 3
- Will E. Briscoe and Judith A. Briscoe - Lot 7, Block 3

- John P. Huebsch and Louise M. Huebsch - Lot 1, Block 4
- James Robert Wergin and Betty June Wergin - Lot 2, Block 4
- Thomas C. Fischer and Nancy K. Fischer - Lot 3, Block 4
- John Selby Young - Lots 4, 5, and 6, Block 4

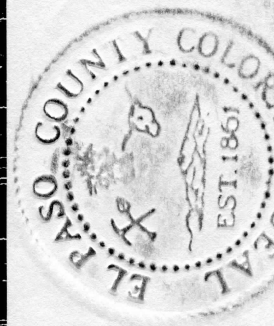
the foregoing being all the lots and blocks in said Subdivision, do hereby make this declaration of protective covenants applicable to all of said described property.

PART A

1. LAND USE, BUILDING TYPE AND OCCUPANCY. 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 one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars, except that split level houses may be permitted in accordance with the restrictions hereinafter set forth.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, added to, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part B, and said approval of the architectural control committee shall not be unreasonably withheld.

Office of County Clerk and Recorder  
El Paso County, State of Colorado  
Certified to be a full, true and correct  
copy of record in my office.  
992317 Book 906 Page 406  
Date 4-4-56  
Chuck Broerman  
County Clerk & Recorder, El Paso County, CO  
By [Signature]



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3. DWELLING SIZE. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1500 square feet. Split level houses may be permitted in those instances where the topography, ground contour and finish grade elevations lend the same to harmony and development of the area and are commensurate with the harmony and exterior design of the other structures in the area only upon approval by the architectural control committee, as provided in Paragraph 2, Part A, and Part B of these Protective Covenants.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, except that on all lots abutting Country Club Drive and Holiday Lane no building shall be located nearer than 25 feet and 25 feet respectively to the street property lines of said streets. No building shall be located nearer than 15 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

5. LOT AREA AND WIDTH. No dwelling shall be placed or erected on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

6. EASEMENTS OR ALLEYS. Easements or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. No shrubbery, trees or plantings shall be placed on said easement or alley. No buildings, fences or structures of any type shall be built over or across said easements or alleys, but such easements or alleys shall remain open and readily accessible for service and maintenance of said utility and drainage facilities.

7. COMMERCIAL ENTERPRISES. No manufacturing or commercial enterprise, or enterprises of any kind for profit, shall be conducted or maintained upon, in front of, or in connection with any lot or lots, nor shall said lot or lots in any way be used for other than strictly residential purposes.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. ANIMALS. No person shall be allowed to keep, breed, or raise chickens, turkeys, cows, cattle, sheep, or other domestic farm animals, on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs, or other household pets on any lot, provided they are not kept, bred, or raised for any commercial purpose. The exception to this restriction

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being that horses may be kept on any lot providing that any enclosure, corral, or any structure for the housing of horses shall be no closer than 100 feet to any residence either on the same lot or adjoining lots, nor closer than 10 feet to any adjoining lot line, and also providing they are not kept, bred, or raised for any commercial purpose.

10. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. Conversions, alterations, or additions to structures shall be resubmitted to the architectural control committee, as provided in Paragraph 2, Part A, and Part B of these Protective Covenants.

11. DATE OF CONSTRUCTION. Construction upon each lot must begin within one year and be completed within eighteen months after date of purchase.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition and within a closed area. No outdoor burning of trash, garbage or waste shall be permitted on the premises.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

PART B

ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The architectural control committee is composed of J. Selby Young, Dean F. Chaussee and L. M. Larson. A majority of the committee may designate a representative to act for it. In event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor from the following named alternates to said architectural control committee, to-wit: John P. Huebsch and Col. James A. Barnett. In the event of death or failure to act on the part of any member of the original committee and the alternates herein designated, the remaining members shall have full authority to designate successor or successors. Neither the members of the committee, nor its designated representatives shall have or be entitled to any compensation for services performed pursuant to this covenant. 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 restore to it any of its powers and duties.

2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee,

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or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C

GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants will and 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.

2. ENFORCEMENT. In the event of a breach of any of the foregoing covenants or conditions on behalf of any of the grantees, their heirs or assigns, all right, title and interest of, in and to the premises conveyed shall revert to the grantor, its successors and assigns, at the election of the said grantor, its successors and assigns, or enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants or restrictions contained herein to restrain or recover damages.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and further, failure to insist upon the enforcement of any one or more of the covenants or restrictions herein set forth shall not constitute a waiver of any of the remaining covenants or restrictions.

IN WITNESS WHEREOF the undersigned have affixed their hands and seals this 2nd day of September, A.D., 1955.

James A. Barnett  
James A. Barnett

Mildred Barnett  
Mildred Barnett

John Selby Young  
John Selby Young

Will E. Briscoe  
Will E. Briscoe

Judith A. Briscoe  
Judith A. Briscoe

Collier Built Homes, Incorporated

By \_\_\_\_\_

992317

Harold H. Davitt  
Harold H. Davitt

Douglas M. Jardine  
Douglas M. Jardine

Mary Lou Jardine  
Mary Lou Jardine

John P. Huebsch  
John P. Huebsch

Louise M. Huebsch  
Louise M. Huebsch

James Robert Wergin  
James Robert Wergin

Betty June Wergin  
Betty June Wergin

Thomas C. Fischer  
Thomas C. Fischer

Nancy K. Fischer  
Nancy K. Fischer

State of Colorado )  
                          ) ss.  
County of El Paso )

The foregoing instrument was acknowledged before me this 2nd day  
of February, 1958, by all the parties whose signatures appear  
hereon. Witness my hand and official seal.

John B. [Signature]  
Notary Public

My Commission expires July 15, 1958