

DECLARATION OF RESTRICTIVE COVENANTS FOR
EL CAJINO SUBDIVISION, SECOND FILING
PUEBLO COUNTY, PUEBLO, COLORADO

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, SOUTHWEST SERVICE CORPORATION, a Colorado Corporation, being present owner of all of Lots 2 through 10, all inclusive, in Block 5, Lot 1 in Block 7, Lots 2 through 33, all inclusive in Block 4, Lots 11 through 19, all inclusive, in Block 3, Lots 14 through 19, all inclusive, in Block 2, Lots 1 through 22, all inclusive, in Block 6 in El Cajino Subdivision, Second Filing, a Subdivision of the NW¹ and of the SW¹ of Section 16, Township 21 South, Range 65 West, of the 6th P.M., according to the recorded plat thereof, filed for record January 24, 1974, in Book 1771, Pages 406 and 407, instrument number 464746, of the Pueblo County Records, herewith sets forth restrictive covenants thereunto appertaining for the use and benefit of all subsequent owners of any property within said Subdivision:

UNIFORM GENERAL REQUIREMENTS

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgment to see that all structures, improvements, construction, decorating and landscaping on the properties conform to and harmonize with the existing surroundings and structures.

Section 2. Review by Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennas, whether on a structure or on a lot, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements, shall be constructed or maintained upon any lot and no alteration to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and plot plans, therefore, showing the exterior design, height and building materials thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee and a copy of such plans, specifications and plot plans as finally approved, deposited with the Architectural Control Committee.

Section 3. Procedure. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the members of the Architectural Control Committee is required for approval or disapproval of proposed improvements. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Architectural Control Committee shall take into consideration the design, style and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located upon the properties subject to this Declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other lots because of its design, location, height or type of material used in construction. The committee may make reasonable requirements of the Lot Owner, including the submission of additional plans, to insure conformance of such building when erected with these restrictions and

covenants and the plans submitted and approved. The Committee may require such changes as may be necessary to conform to the general purposes as herein expressed.

The Committee shall have authority to grant variances from the provisions of the Declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship. The Committee shall be the sole and exclusive judge of whether or not said hardship exists.

Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval in general terms so that the objections can be met by alterations acceptable to the Committee.

All plans submitted to the Committee shall be left on file with the Committee.

It is the intent of these Declarations that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretion or an excess of its authority.

The Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

Section 4. The Architectural Control Committee is composed of W. H. Hutchinson, E. A. Roche, and L. H. Lazo. A majority of the 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. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Section 5. Liability of Committee. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE II

USE RESTRICTIONS, COVENANTS AND EASEMENTS

The following restrictions, covenants and easements are imposed uniformly upon the Properties and the use thereof as a common scheme for the benefit of each Lot.

Section 1. Land Use, Building Type and Occupancy. All Lots unless otherwise designated in the recorded plat shall be used for residential purposes only. With respect to those Lots to be used 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 25 feet or two stories in height. No building shall be permitted on any Lot unless such building has been duly constructed thereon and the removal of dwellings or structures from other locations to any Lot shall not be permitted. A private garage for not less than two cars shall be provided with each single family dwelling and in accordance with the setback requirements herein contained.

Section 2. Lot Size and Subdivision. No lot or building site in the Properties shall be less than 7500 square feet in total area and no further subdivision or resubdivision of any lot or combination of lots as shown on a recorded plat shall be permitted except upon prior written approval of the Architectural Control Committee.

Section 3. Building Size. It is the intention and purpose of this covenant to assure that all buildings will be of a uniform quality of workmanship and materials and that the size of the dwelling shall bear a proper relationship to the size of the lot or building site. Any single level or single level dwelling with basement erected on any lot or building site shall have a minimum of 1200 square feet of habitable floor space and shall have an attached two-car garage. If a two-level dwelling be built on any lot or building site and the lower level is completely finished and habitable with windows installed at the lower level that are normally used on the main level, a minimum of 1000 square feet of habitable floor area on the main level shall be allowed, providing that a two-car garage shall be attached to either side of the dwelling, but not within or under the house. If a tri-level dwelling be built on any lot or building site, the area of the two upper levels shall be used to compute the minimum allowable square footage and such minimum is 1100 square feet. Further required is an attached two-car garage to either side of the dwelling but not to be within the two upper levels requirement of 1100 square feet minimum of habitable area.

If a two-story dwelling is built, the minimum habitable floor area on the main level shall be 1000 square feet and provided further that a two-car garage is attached to either side of the dwelling, but not within or under the base house.

Section 4. Commercial and Mixed Commercial. Commercial or mixed residential and commercial structures for any purpose are not permitted.

Section 5. Building Location. No building shall be located on any lot or building site 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 or building site nearer than 25 feet to the front lot line. No building shall be located nearer than 5 feet to an interior property 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 or building site nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any such structure on a lot to encroach upon another lot or building site.

Section 6. Building Construction. All buildings erected on the Properties shall be designed and constructed in accordance with the following standards:

- a. Roof material shall be expressly approved by the Architectural Control Committee.
- b. Overhang of roof shall be at least 24 inches, unless a lesser overhang is approved by the Architectural Control Committee.
- c. Gutters are not required; however, a minimum of three feet overhang shall be provided if gutters are not installed. Gutters and downspouts where used shall be painted to blend with colors of dwelling.

- d. Garage doors shall be wood or wood composition.
- e. All exterior walls shall be constructed of wood, stone, stucco or brick. Only two combinations of the allowed materials may be used unless prior approval of the Architectural Control Committee is obtained.
- f. Only two- or three-car sized attached garages are allowed. Carports or detached garages permissible at rear of house.
- g. All exposed concrete more than 16 inches above grade must be stuccoed.

Section 7. Fences or Walls.

a. Fences or walls shall be allowed only in the rear portion of a lot extending from the front house line and must be tied into the rear lot line or fence on the rear lot line. In the case of corner lots, no fencing shall be closer to the side lot line on the street side than the house side yard setback line.

b. All fences shall be constructed of natural cedar wood at a minimum height of five feet or a maximum of six feet enclosing the rear yard, and completed no less than six months from date of completion of the house.

c. Those lots abutting the designated area in El Camino, Second Filing, shall not be required to enclose that lot line bordering said green area. As an alternate that portion of said fencing may be omitted or enclosed with real lock fencing not to exceed 42 inches in height.

d. All walls shall be constructed of stone, stucco or brick of a variety allowed for the construction of exterior walls of dwellings.

Section 8. Landscaping. No hedge, tree or shrub planting shall be placed which obstruct sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same side line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement.

The front yard of each residence shall be landscaped according to the landscape plan submitted and approved, with a minimum of 50% of the front yard planted in Kentucky Blue Grass or its equivalent. The front yard is defined as being from the front property line back to the fence line separating the rear yard from the front yard. The side streets will also be considered as front yards and described as from the side property line to the parallel side yard fence line.

Section 9. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 10. Trash. No garbage, refuse, rubbish, or cuttings shall be deposited on any Street or Road and on any Lot unless placed in a suitable container. The burning of trash in outside incinerators, barbeque pits, or the like, is prohibited, it being intended that all refuse, trash, garbage and the like shall be hauled from the properties. Garbage cans are to be inside garages, behind decorative fencing or otherwise hidden from view to the street.

Section 11. Storage of Building Materials. No building material of any kind or character shall be placed upon any lot except in connection with construction or maintenance approved by the Architectural Control Committee. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently prosecuted.

Section 12. Commercial Enterprises, Maintenance. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with Lot or Lots.

No noxious or offensive activity shall be permitted on any Lot, street, or road, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

Section 13. Commercial Vehicles, Campers, Trailers. No commercial type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any street or road except while engaged in transport to or from a dwelling. For the purposes of this restriction, a truck having a 3/4 ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. Campers and trailers shall be parked or stored at the rear of Lot out of sight of street or 2 ft in garage.

Section 14. Free-standing Mailboxes. All free-standing mailboxes shall be approved by the local postal authority.

Section 15. Animals. No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, horses, sheep, goats, swine, rabbits or other domestic farm or barnyard animals or fowl on any Lot or other portion of the Properties, or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats or other household pets on any Lot, provided they are not kept, bred or raised for any commercial purpose.

Section 16. Temporary Residences. No structure of temporary character, trailer, basement, tent, shack, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved into any Lot.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than nine square feet advertising the property for sale or rent, or signs used by a builder, developer or subdivider to advertise the property during construction, development and sales period.

Section 18. Outside Clotheslines, Aerials, Antennas, Carport, Patio Covers and Other Similar Structures. Outside aerials, clotheslines, antennas or basketball hoops and backboards, whether on buildings or free standing, carports and patio covers or similar structures shall not be allowed unless approved by the Architectural Control Committee. All such approved structures shall be located out of view of the street.

Section 19. Service Areas. Drying yards, service yards, wood piles or storage areas shall be so located as not to be visible from a street or road.

Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of the adjacent property.

Ornamental post lights shall be designed to be in keeping with the lighting fixtures at the Street or Road corners.

Section 20. Motor Vehicles.

a. No motor vehicles owned or leased by Owners of Lots in the Properties shall be parked or maintained on any street within the Properties. Parking of all motor vehicles not owned or leased by Owners of Lot in the Properties may be permitted only on certain portions of the street within the Properties as designated by the Developer as guest parking.

b. All unused motor vehicles of any kind, except as hereinabove provided, shall not be stored or parked on any Lot, except in a closed garage. "Unused vehicle" shall be defined as any motor vehicle which has not been driven within a 35-day period.

Section 21. Garage doors are to be kept closed at all times, except when not in immediate use for ingress and egress of motor vehicles, equipment and the like.

Section 22. Conflict with Zoning. In the event the terms and conditions of this Declaration conflict with the applicable zoning laws, then the higher standard shall control.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Terms. 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 25 years from the date these covenants are recorded.

Section 2. Enforcement. Enforcement 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.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Notices. Any notice required to be given to any owner under the provisions of these covenants shall be to the last known address of the record owner of the Lot in which the owner has an interest as shown on the records of the Corporation at the time of such mailing.

SOUTHWEST SERVICE CORPORATION

BY E. A. Roche
E. A. ROCHE, PRESIDENT

Attest:

James W. Herbert

James W. Herbert, Secretary

STATE OF COLORADO)
) SS
COUNTY OF PUEBLO)

I hereby acknowledge that the foregoing instrument was signed before me by E. A. Roche, as President, and James W. Herbert, as Secretary of SOUTHWEST SERVICE CORPORATION, this 6th day of May, 1976.
My commission expires _____
WITNESS my hand and official seal.

Patrick R. ...
Notary Public
Notary Public
PATRICK R. ...
NOTARY PUBLIC
STATE OF COLORADO