



## Spanish Peaks Landowners Association

### Covenants

**DECLARATION OF PROTECTIVE COVENANTS NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the declarant hereby declared that it has established, and does hereby establish, a general plan for the protection, maintenance, development and improvement of said property and this Declaration is designed for the mutual benefit of the lots in said tract. For the purposes of this Declaration there shall be an Architectural Committee of not less than three persons who are land owners in said property, said persons and their successors to be selected by the Declarant or its assigns.

#### SAID CONDITIONS ARE AS FOLLOWS:

1. **LAND USE AND BUILDING TYPE:** No building site shall be used except for single\_family residential purposes. No tract or lot may be subdivided without the consent of the Architectural Committee.
2. **TEMPORARY STRUCTURES:** No building shall be erected, altered, placed or permitted to remain on any tract other than one family dwelling of not less than 400 square feet and a private garage for not more than three cars together with such incidental outbuildings as the Architectural Committee may permit. No permanent trailer or mobile shall be allowed and no basement, shack, garage, bam or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently.
3. **BUILDING AND ARCHITECTURAL CONTROL:** No building shall be located on any tract nearer than 20 to any side street, or nearer than 10 to any interior (side lot) line or nearer than 20 to any rear lot line or nearer than 20 to the front lot line unless the existing ground topography of subject lot is such that the front building line is 5.0 above or below the finished grade of the adjoining street in which case the front building setback line shall be coincidental with said 5 elevation differential line. No dwelling or other improvement, as herein defined, shall be erected, placed or altered on any premises on said property until a plot plan and building plans and specifications have been approved in writing by the Architectural Committee. In the event said Committee fails to approve or disapprove any submitted plan, design or location within thirty days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.
4. **NUISANCES:** No noxious, offensive, or commercial activity shall be carried on upon any building site.
5. **GARBAGE AND REFUSE DISPOSAL:** No building site shall be used or maintained as a dumping ground for rubbish, trash, slash, garbage, debris, or other waste, except when kept in sanitary containers which shall be disposed of promptly.
6. **SIGNS:** No signs of any kind shall be displayed to the public view on any building site, except one sign of not more than two square feet designating the owner of the building site or one sign of not more than five square feet advertising the property for sale or rent.
7. **EASEMENTS:** Easements are reserved along property boundaries and along roadways for the installation and maintenance of utilities on, over and under the property herein described and for snow removal and road maintenance. Typical easement detail appears on the Plat.
8. **DISCHARGE OF FIREARMS:** No firearms, fireworks, explosives, arrows, air rifles, BB guns, or similar devices shall be discharged on the premises.
9. **TREES:** No trees shall be cut, trimmed, or removed except with prior approval of the Committee.
10. **WATER AND SEWAGE:** No outside toilets or privies shall be permitted on any tract at any time. all toilet facilities must be of modern type connected with a proper sanitary sewer system approved by the appropriate governmental entity. no lot owner may use his property for any purpose that would result in the draining or dumping into any channel of any refuse, sewage, or other material which might tend to pollute the waters of said area. Each dwelling shall provide its own sewerage and water facilities. If Public Water or Public Sewers become available, all subsequent dwellings must make use thereof.
11. **PROPERTY OWNERS ASSOCIATION:** Every purchaser of a lot within this subdivision, by the payment price and acceptance of a deed thereof, shall become a member of the Spanish Peaks Ranch Owners Association to be incorporated by the undersigned Said Association when organized shall hold title to such passageways

be incorporated by the undersigned. Said Association, when organized, shall hold title to such passageways, easements, drives, streets, avenues, roads, courts, parks, and facilities in Spanish Peaks Ranch as may be conveyed to said Association by the undersigned. Said Association when organized, shall have the authority and the right to make assessments for road maintenance whether in title or not, and repairs and for the maintenance and repair of all community facilities. All individual lot owners and members of their immediate family or legal tenants in any Spanish Peaks Ranch subdivision which may hereafter be recorded, shall be entitled and have the right to use all said passageways, easements, drives, streets, avenues, roads, courts, parks, and facilities, subject however, to such rules and regulations governing said use as may be set forth in the by-laws of said Property Owners Association, and provided, however, that if at any time title to any lot in a Spanish Peaks Ranch subdivision is conveyed to a corporation, a Trustee, a partnership, or to more than two individual persons, then the privileges and benefits herein granted shall be available to only one stock holder of said corporation and his family. Each purchaser of a lot, by the payment of the purchase price and acceptance of a deed therefore, further agrees for himself, his heirs and assigns, to pay to said Association the assessments levied by the said Association for the purpose and purposes for which it is organized, the amount of said assessment not to exceed \$20.00 per year unless said amount is changed by a majority of the members of said Association present at any legally called meeting, said assessments to be payable to the treasurer of said Association at such bank or trust company as shall designate, or other place of payment as shall be designated in writing by the treasurer of said Association. In event of default in payment of aforesaid assessment, every purchaser further agrees, authorizes the said Association, its officers, successors and assigns to assert a lien against his or her lot and to file on behalf of said Association a Notice of Lien with the Office of the Recorder of Deeds of Las Animas County, Colorado, for the amount of such lien.

12. **TERMS OF COVENANT:** Each of the conditions shall continue to be binding upon all parties and all persons claiming under them for a period of twenty years from the 27th day of September, 1978, and automatically shall be continues thereafter for successive periods of ten years each; provided that at any time the owners of the majority of the lots may change these conditions, in whole or in part, by executing and recording an appropriate instrument for that purpose.

13. **ENFORCEMENT:** Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. **SEVERABILITY:** Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.