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Filed for record NOV 30 1966 at 3:10 o'clock P.M.

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RESTRICTIVE COVENANTS

J. T. McDonough
Recorder

WHEREAS, PINON HILLS, INC. is the owner of the certain tract of land in the County of Chaffee, State of Colorado, known as the Pinon Hills Subdivision, the plat of which is filed for record in the office of the County Clerk and Recorder of Chaffee County, State of Colorado, and

WHEREAS, the said owners are about to sell, convey and dispose of the real property embraced in said plat and are desirous to subject the lots in the plat to certain protective restrictions, conditions, covenants and charges 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 the owners and occupants may be protected and safeguarded,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the owners above hereby certify and declare that they have established and do hereby establish the following:

I

These covenants in their entirety shall apply to all lots in the Pinon Hills Subdivision, County of Chaffee and State of Colorado.

II

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 any lot other than one single family dwelling of the minimum of Eight Hundred (800) square feet and not to exceed two (2) stories in height. A private garage shall also be permitted. Other structures shall be permitted only by the Architectural Control Committee and then only consistent with the use permitted in the subdivision. Only one single family dwelling per platted lot shall be permitted.

III

No building or fences shall be erected, placed 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 the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be composed of three persons appointed by Pinon Hills, Inc. 503 N. Nevada Ave., Colorado Springs, Colorado. A majority of the committee may designate a representative to act for it. In the event of death or resignation of

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any member of the committee, the remaining members shall have full authority to designate his successor. 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 restore to it any of its powers and duties. The committee's approval or disapproval as required shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

IV

No lot shall be re-subdivided.

V

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

VI

No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently except during periods of construction. No building, dwelling or lot upon which construction has been commenced may remain in an uncompleted or unsightly condition for over 90 days.

VII

No sign or any kind shall be displayed to the public view on any lot except one sign of not more than five (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.

VIII

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

IX

No animals, livestock, or poultry of any kind shall be raised, bred or

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kept on any lot, except that dogs, cats or other household pets, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Horses are allowed in designated stable area only.

X

No lot shall be used or maintained as a dumping ground for rubbish, Trash or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All domestic fuel tanks are to be buried.

XI

There shall be no removal of timber from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices. Trees may only be removed upon approval by the Architectural Control Committee.

XII

In the event any lot herein shall be used for religious purposes, the restrictions contained in these covenants may be waived by the Architectural Control Committee and shall not apply to any edifice or structure constructed thereon.

XIII

The discharge of firearms on any lot shall not be permitted.

XIV

There shall be reserved a strip of land ten (10) feet wide running parallel to all side and back lines of each lot as an easement for purposes of fire protection, for utilities and their maintenance and for the further purpose of bridle paths or hiking trails. A minimum set back of any dwelling shall be 25' from all property lines.

XV

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty five (25) years from date 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.

XVI

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 any real property situated in said development to prosecute under pro-

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ceedings in law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violations.

XVII.

Invalidation of any one of these covenants by judgment or Court Order shall not in anywise affect any of the other provisions which shall remain in full force and effect.

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