

**DECLARATION OF RESTRICTIVE COVENANTS
ON RANCHO LA GARITA**

Recorded: August 20, 1971 at Reception Number 488945, Book 735, Page 605

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, La Garita Ranch, Inc., a Colorado corporation, is the owner of the following described real estate situate in the County of Las Animas and State of Colorado: All of the land encompassed within the plat of Rancho La Garita Filing No. 1 and Rancho La Garita Filing No. 2, as recorded in the office of the Clerk and Recorder of Las Animas County, Colorado; and all future filings.

WHEREAS, the owners desire to place certain restrictions on said premises for the use and benefit of themselves and their grantees, in order to establish and maintain such premises as a carefully protected residential community;

NOW THEREFORE, for themselves and their grantees, they hereby publish, acknowledge and declare, and agree with, to and for the benefit of all persons who may hereafter purchase and from time-to-time hold and own any of said tracts, that they own and hold said above-described tracts subject to the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and to inure to the benefit of and be binding upon the owners at any time of any of the said tracts, their heirs, personal representatives, successors and assigns, to-wit:

- 1. FIREARMS.** No hunting or discharging of firearms shall be allowed in the area.
- 2. NUISANCES.** No commercial, noxious, or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 3. GARBAGE AND REFUSE DISPOSAL.** No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, 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.
- 4. (a) BUILDING LOCATION.** No building shall be located on any tract nearer to the front tract line or nearer to the side street line than the minimum set-back lines shown on the recorded plat. In any event no building shall be located on any tract nearer than 25-feet to the front tract line or nearer than 25-feet to any side street line. No building shall be located nearer than 20-feet to an interior line. No dwelling shall be located on any interior tract nearer than 20-feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a tract to encroach upon another tract.
- 4. (b) BUILDING APPEARANCE.** In order not to impair the appearance of the subdivision, the exterior of each dwelling, mobile home or other structure located on any lot shall be maintained in good repair and painted condition. This is specifically intended to preclude and prohibit the location on the subject property of JUNK trailers.
- 5. SIGNS.** No sign of any kind shall be displayed to the public view on any tract, except one sign of not more than five (5) square feet identifying the owner of said tract.

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 (25) years [August 20, 1996] from the date (of) 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 tracts has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings 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.

SEVERABILITY. Invalidity of any one of these covenants by judgment or court shall in no wise effect any of the other provisions which shall remain in full force and effect.

Executed by : Harold F. Blick, President, La Garita Ranch, Inc.
Attested to by : Phyllis J. Harris, Assistant Secretary, La Garita Ranch, Inc.