

AMENDED DECLARATION OF PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions and Easements Affecting Properties Known as The Zapata (being a replat of the Hampton) Unit I and The Zapata-Unit II

W I T N E S S E T H

Whereas there was filed in the office of the County Clerk and Recorder of Alamosa County, Colorado, a plat of The Zapata (being a replat of The Hampton) Unit I on December 15, 1975, under Reception No. 185643 and a plat of the Zapata - Unit II on July 29, 1976, under Reception No. 188563 and amended final plat filed June 9, 1977, under Reception No. 19272,

Whereas, the undersigned is the owner of a majority of the building sites and the real property described in Clause I of this declaration and is desirous of amending the protective covenants filed by Zapata Land Company covering The Hampton - Unit I on August 8, 1975, under Reception No. 184006, The Zapata - Unit I being intended as a replat of The Hampton - Unit I covering the same property, and is desirous of subjecting the real property as described in Clause I to the restrictions, covenants, reservations, easements, lien and charges hereinafter set forth, each and all of which is/are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the undersigned hereby declare that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, lien and charges hereinafter set forth.

Definition of Terms

Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record in and in a single ownership, and upon which a dwelling may be erected in conformance with the requirements of these covenants.

Homes Association shall refer to the Zapata Homeowners Association of the tract covered by these covenants or any extension thereof as herein provided.

CLAUSE I

Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and sub-divisions of this declaration is located in the County of Alamosa, State of Colorado, and is more particularly described as follows, to-wit:

The Zapata (being a replat of The Hampton) Unit I, the plat of which was filed in the office of the County Clerk and Recorder of Alamosa County, Colorado, on December 15, 1975, under Reception No. 185643, The Zapata - Unit II the plat of which was filed in the office of the County Clerk and Recorder of Alamosa County, Colorado, on July 29, 1976, under Reception No. 188563, and Amended Final Plat filed June 9, 1977, under Reception No. 19272, of the Alamosa County records all in Alamosa County, Colorado.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject hereto.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II

General Purpose of Conditions

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of the surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

- A. All building sites in the tract shall be known and described as residential building sites, except multiple, commercial, recreational and common areas. No structures shall be erected, altered, placed or permitted to remain on any building site other than on detached single-family dwelling, not to exceed two and one-half stories in height, a private garage for not more than three cars, guest house, servants quarters, and other outbuildings incidental to residential use of the premises. All structures shall be built on a continuously poured concrete foundation.
- B. Upon commencement of any building, the work on the structure shall be diligently pursued in a workmanlike manner. No construction shall commence until a building permit for said construction has been obtained from the local governing body having jurisdiction. All construction shall be completed within 24 months from the date of commencement of such construction.
- C. No building shall be located on any building site less than 30 feet from the front lot line for all sites covered by these covenants, nor less than 30 feet from any side street line. No building shall be located less than 10 feet from any side lot line or 20 feet from any building on the same site, except a detached garage or other outbuilding located in the same rear yard may be placed 10 feet from the side line. No residence shall be located as to reduce the rear yard of the plot on which it is located less than 30 feet.
- D. No Residential structure shall be erected or placed on any building site which has an area of less than 10,800 square feet or a width of less than 20 feet at the front building setback line for interior lots, and less than 15 feet for corner lots.
- E. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood.
- F. No trailer, basement, tent, shack, garage, barn, or other building other than guest houses and servants quarters erected on a building site covered by these covenants shall at any time be used for permanent human habitation.

G. An easement is hereby reserved over the side five feet of each building site for utility installation and maintenance, and the front 10 feet of each building site where it shares a common boundary with a street right-of-way.

H. No animals or poultry of any other than house pets shall be kept or maintained on any part of said property, except that no more than two (2) horses may be kept or maintained on parcels five (5) acres or larger.

I. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line except decorative wood fencing less than 3 feet in height.

J. Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tracts described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

K. These covenants shall affect and run with the land and shall exist and be binding upon all parties and persons claiming under them until January 1, 2005, after which time the same shall be extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided however, that at any time before January 1, 2005, these covenants may be amended by the vote of the then record owners of two-thirds (2/3) of such lots.

L. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

M. Electronic Equipment: No owner or operator of electronic equipment may erect receiving and sending mast and antenna without prior written approval of the committee and the local governing body. No equipment generating electromagnetic energy which may interfere with communication reception shall be permitted unless equipped with an adequate suppresser.

No refuse, trash cans and/or clotheslines shall be maintained at any time unless they are within fenced service yards approved by the Architectural Committee. No burning of refuse shall be permitted.

No mobile home shall be used for residential purposes except on the following property:

Block 47, Lots 51 through 60

Block 48, Lots 1 through 67

Block 49, Lots 1 through 41

Block 50, Lots 4 through 25

On the above property, mobile homes shall be allowed only if the entire exterior surface of such mobile home is nonmetallic and the interior floor space of such mobile home is 720 square feet or larger. In addition all wheels shall be removed and the mobile home shall be skirted with material identical to the siding of the mobile home. Such skirting shall be installed when the mobile home is brought upon the property.

N. Maintenance: The lots and structures shall be maintained used and constructed so as not to be annoying or unsightly or a nuisance or constitute a violation of state federal or local law or regulations or restrictions or disturb the peace and comfort of other occupiers. No refuse or junk of any kind shall be kept on the lots.

No non-conforming outbuildings, trailers, barns or other structures of any kind shall be maintained on any lot.

No signs, advertisements, billboards, or advertising structure of any kind may be erected or maintained on any lot without the consent in writing of the Declarant; provided, however, that permission is hereby granted for the erection and maintenance of not more than four (4) square feet in size and may be used for the sole purpose of advertising for sale the lot upon which it is erected.

No lot shall be subdivided or split without the prior written consent of the Declarant.

Notwithstanding anything herein to the contrary, the conduct of water exploration tests, or core drilling, or the drillings, maintenance and operation of water wells by the Declarant, or any political subdivision thereof shall not be deemed a violation of these conditions.

These conditions shall run with the land and shall be binding upon the parties and all persons claiming under them, except that at the expiration of twenty-five (25) years from the date hereof, said conditions may be changed in whole or in part by a majority of the property owners of the lots in said unit.

O. No water shall be used for lawns and irrigation.

P. Every person acquiring legal or equitable title to any lot covered by these covenants shall automatically become a member of the Homes Association and with such ownership every such person becomes subject to the requirements and limitations imposed in these covenants and to the regulations and assessments of the Homes Association, with the exception, however, of such person or persons who hold an interest in any property merely as a security for the performance of to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owners of the lot within the development, he will be then subject to all the requirements and limitations imposed in these covenants on owners lots within the property and on members of the Homes Association. Each member of the Homes Association shall pay assessments and dues necessary for the continued operation, repair, and maintenance of roads and common areas. The Homes Association shall periodically notify each lot owner of their assessment and dues which shall be payable upon such notification. Until paid, such dues and assessments together with costs of reasonable attorney's fees required to secure the payment thereof, shall constitute a perpetual lien on and against the property charged. The Homes Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charges plus cost and reasonable attorney's fees and may foreclose on the lien in accordance with the laws of the State of Colorado.

Q. Each lot owner shall be solely responsible for the installation Maintenance and approval of the on-site sewage disposal system intended for use on the premises. Because the soil for normal septic tank filter field type systems is unsuitable in areas of this property, the lot owner shall consult directly with the Colorado State health Department or its local representative for soil percolation tests and proof of suitability for the intended systems. In areas unsuitable for direct percolation treatment, other sewage disposal means such as the evapotranspirative process may be used, provided the aforementioned approval so such system is secured prior to installation. In Unit I, the following are restricted from septic tank filter field type systems:

- Block 1, Lots 1, 4, 5, 9, 10, 11, & 16
- Block 2, Lots 1,3, 4, 7, 8, 11, 12, 14 through 30
- Block 3, Lots 1, 7 through 12, 21 through 26, and 40
- Block 6, Lots 1, 16 through 23, and 25 through 28
- Block 10, Lot 1
- Block 14, Lots 1 & 2
- Block 15, Lots 1 through 14, and 16

Block 16, Lot 1
Block 18, Lots 7 through 11
Block 19, Lots 1 through 13

R. Each lot owner shall be responsible for drilling his own well for in-house use. Each lot has been approved for such a well.

S. Enforcement of these conditions shall be by proceedings at law and/or in equity to restrain violation and/or damages from any persons violating or attempting to violate any covenants herein contained. Such provisions, restrictions or covenants shall also be binding and effective against any lessee or sublessee of said whose interest thereto is acquired by assignment, inheritance or otherwise.

Provided, further, that if any paragraph, sentence or other portion of said conditions herein contained shall be or become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion shall remain in full force and effect.

T. In event of conflict between these Protective Covenants and Zoning Regulations of the County of Alamosa, 1975, as amended, and Alamosa County Subdivision Regulations adopted 1971 as amended to January 1, 1981, the more restrictive shall apply.

IN WITNESS WHEREOF, these Protective Covenants are made this 10th day of March, 1981.

signed
John W. Howell

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 10th day of March, by John W. Howell. WITNESS my Hand and official seal.

signed
Paul E Motz
Notary Public

My Commission expires June 19, 1983.