

Protective Covenants (1975)

Conditions, Covenants, Restrictions and Easements Affecting Properties of the
ZAPATA LAND COMPANY Corporation

THIS DECLARATION, made this 10th day of April 1975, by the ZAPATA LAND COMPANY Corporation, hereby called the Declarant. [1]

WITNESSETH:

Whereas, Declarant is owner of the real property described in Clause 1 of this Declaration, and is desirous of subjecting the real property described in said Clause 1 to the restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth, each and all of which is and 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 ZAPATA LAND COMPANY Corporation hereby declares that the real property described in and referred to in Clause 1 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 recorded and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

Corporation shall mean the ZAPATA LAND COMPANY Corporation.

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

CLAUSE 1

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 Hampton, a subdivision in Alamosa County as recorded in the office of the County Clerk. [2]

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 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 the 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 spaces 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 one 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.

B No building shall be erected, placed, or altered on any premise in said development until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation, by an Architectural Committee composed of Thomas Morrison IV, William Watt and Dallas Bauer or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to

enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

B (1) Architectural Committee: An architectural Committee is hereby created to administer the Restrictions and insure high standard of development. Declarant reserves for the Committee the power to control the use of the Lots and to control all residences, cabanas, porches, breezeways, buildings, swimming pools, fences, walls, walkways, driveways and other improvements (hereinafter collectively called "Structures") placed on the lots and to make such exception to the Restrictions as the Committee shall in its sole discretion deem advisable.

B (2) Approval by Architectural Committee: No structure shall be placed or constructed on a lot until the working drawings there for have been approved in writing by the Architectural Committee; no remodeling, painting of exterior, reconstruction or addition to a structure shall be commenced without like approval in writing before construction begins, but approval shall not be required for repairs. No other improvements of a Lot shall be commenced, including but not limited to regrading, seeding, or Landscaping unless the plans are approved in writing by the Architectural Committee. No substantial change shall be made in the elevation of any portion of the Lots. The Committee in passing on requests for approval shall consider without being limited to, the location form, texture, color, overall dimensions, [sic] and exterior appearance of the proposed structure and its compatibility with its environment or other improvements. Tentative plans should be submitted to the Committee for approval before commencing working drawings. Working drawings, submitted for approval shall include floor plans, complete elevations, color and finish, schedules, specifications and plot and site development plans.

B (3) No building shall be erected nor construction of improvements commenced including but not limited to, regrading, seeding or landscaping upon any of said lots or parcels unless approved prior to commencement of construction by the Architectural Committee. The Architectural Committee in passing on any requests for approval, shall consider without being limited to the location, form, texture, color, overall dimensions and exterior appurtenance of the proposed structure and its compatibility with its environment.

Tentative plans should be brought to the Committee for approval before commencing working drawings. Working drawings submitted for approval shall include floor plans, elevations, color and finish, schedules, specifications and plot and site development plans. Upon commencement of construction 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.

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 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 activity shall be carried on upon any building site nor shall anything be done thereon which may be 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 human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

The keeping of a mobile home or travel trailer, either with or without wheels, on any parcel of property covered by these covenants is prohibited. A motor boat, house boat, or similar water borne vehicle may be maintained, stored, or kept on any parcel of property covered by these covenants only if housed completely within a structure which has been architecturally approved by provisions of paragraph B hereof.

G No residential building structure shall be permitted on any building site covered by these covenants, the habitable floor area of which exclusive of basements, porches, and garages, is less than 950 square feet in the case of a one-story structure or less than 1200 square feet in the case of a one and one-half, two, or two and one-half story structure.

H 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.

No animals or poultry of any kind 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.

J The premises hereby conveyed shall not be occupied, leased, rented, conveyed or otherwise alienated, nor shall the title or possession thereof pass to another without the written consent of the Grantor, except that the Grantor shall not withhold such consent if and after a written consent is given to permit such occupancy, leasing, renting, conveyance or alienation by a majority of the owners of fifteen (15) building sites included within these covenants most immediately adjacent to the said premises, and which adjoin on said premises for a distance of

five (5) building sites from the respective side lines of said premises and also the five (5) building sites which are most immediately adjacent thereto and across any street upon which said premises front; except transfer of title by way of devise or inheritance, in which case the devisee or heir shall take such property subject to the restrictions herein imposed, and except that said property may be mortgaged or subjected to judicial sale, provided, in any such case, that no purchaser of said premises at judicial sale shall have the right to occupy, lease, rent, convey or otherwise alienate such premises without the written consent of the Grantor first had and obtained in the manner above stated.

In the event there is a total of less than fifteen (15) building sites which meet the consent requirements of this Section, a sufficient number of the most immediate adjacent building sites included within these covenants and lying to the rear of said premises shall be included to obtain the required fifteen (15) building sites.

It is understood, however, that the rights hereby reserved to the Grantor shall apply with equal force and effect to its successors and assigns; but in the event for the ownership and control of the rights hereby reserved, pass from the hands of the Corporation either by reason of the appointment of a Receiver, assignment for the benefits of creditors, bankruptcy by sale under legal process of any kind, by transfer of ownership of a majority stock to other than the Corporations' interests, or otherwise, the provision for consent by the Grantor in this Section J, provided for, shall be deemed to be sufficiently obtain and obtained only from a majority of the owners of the said adjoining and facing building sites, as specified in Section J herein, thenceforth the right to enforce the restrictions in the Section J of this deed contained shall immediately pass to the said owners of the said adjoining and facing building sites.

K No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein except upon approval by the architectural committee as provided in Section B.

L 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 tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations of shaft be permitted upon or in any of the building sites covered by these covenants.

M These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000 (twenty five year period), at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote a majority of the then owners of the building sites covered by these covenants it is agreed to change said covenants in whole or in part.

N Invalidity 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 which shall remain in full force and effect.

O 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.

P 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 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 shall be maintained on any lot.

Q 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 and exclusive 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 vote of the property owners of the lots in said unit.

R No water shall be used for lawns and irrigation.

S Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$15,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet for a one-story dwelling, nor less

than 1200 square feet for a dwelling of more than one story.

T Each lot owner shall be a member of the Homes Association and pay necessary assessments or dues, if any, necessary for further development, continued operation, repair, and maintenance of roads and common areas.

U Each lot owner shall be solely responsible for the installation, maintenance and approval of the on-site sewage disposal system intended for use on his 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 of such system is secured prior to installation. In Unit 1, the following are restricted from septic tank filter field type systems: [3]

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

V The Declarant, utility company, or Homes Association will provide water and distribute water in accordance with the Protective Covenants. Each lot owner shall connect to this service and pay monthly water bills, assessment or dues, if any, necessary for the continuing operation, repair and maintenance of said system. The availability of water during the winter months (November through April) is dependent on the willingness of individuals desiring such service to pay any or all costs for maintaining the aforementioned water distribution system for that period. In the event there is one or more residence requiring such winter service, the additional costs for such service will be pro rated according to use. The Declarant is not obligated to provide water if there are no residences requiring such service.

W 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 property 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.

X 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 April 15, 1975, the more restrictive shall apply.

IN WITNESS WHEREOF, the Declarant has caused their corporate names and seals to be affixed hereto by its Presidents and Secretaries, hereunto authorized this 15th day of April, 1975.

ZAPATA LAND COMPANY

BY (signed) Malcom G. Stewart PRESIDENT

BY (signed) William J. Watt SECRETARY

ACKNOWLEDGMENT FOR CORPORATIONS

State of Colorado County of Alamosa

The foregoing instrument was acknowledged before me this 15th day of April, 1975, by Malcolm G. Stewart Jr. President, and William J. Watt, Secretary of ZAPATA LAND COMPANY, a Colorado corporation, on behalf of said corporation.

My Commission Expires:

March 26, 1978

(signed) Mildred R. Burns Notary Public

[1] This copy of the Covenants is provided as a service to the property owner. For legal interpretation obtain a true copy on file with the Alamosa County Clerk & Recorder in Book 239 Pages 296-302.

[2] The Hampton was renamed "Zapata - Unit 1" in December of 1975.

[3] Ask for copy of ZHA Board Policy if you own lots in this list.