



**Valley Realty**

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Regarding:

Number of pages including cover sheet: 9

**Comments:**

Covenants for Deer Valley Meadows.

Recorded January 4, 1973 11:55 A.M. Rec.No. 177424, J.E.Trogdon Jr., Recorder

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AMENDED DECLARATIONS OF RESTRICTIONS

DEER VALLEY MEADOWS UNITS I & II

Ron | C-21

KNOW ALL MEN BY THESE PRESENTS:

That Lawyers Title of Pueblo, Inc., a Colorado Corporation, as Trustee, being the owner of all the following described premises, situated within the County of Alamosa, State of Colorado, to-wit:

All lots, tracts and parcels in DEER VALLEY MEADOWS UNIT I, according to the plat of record in the office of the Alamosa County Recorder, Reception Number 171490;

All lots, tracts and parcels in DEER VALLEY MEADOWS UNIT II, according to the plat of record in the office of the Alamosa County Recorder, Reception Number 171491;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, conditions, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof.

NOW, THEREFORE, said corporation hereby declares that these Amended Declarations of Restrictions hereby supercede that certain Declaration of Restrictions, Reception No. 171492 of the records of Alamosa County, Colorado, and hereby declares that these restrictions are hereby imposed on said protected area and are as follows, to-wit:

COVENANTS ON ALL LOTS, TRACTS AND PARCELS SHALL BE DESIGNATED AS RESIDENTIAL, EXCEPT PARCEL "A" IN UNIT I WHICH SHALL BE DESIGNATED AS TRAILER, CAMPER AND TRAVEL-TRAILER SITE WITH SUFFICIENT LIGHT COMMERCIAL AS NECESSARY TO SERVE SAID FACILITY; AND EXCEPT PARCELS "A", "B", "C" AND "D" IN UNIT II, WHICH ARE DESIGNATED AS RECREATIONAL AREAS; AND EXCEPT PARCEL "E" WHICH IS DESIGNATED AS AN ELEMENTARY SCHOOL SITE; AND EXCEPT THOSE LOTS, TRACTS AND PARCELS LISTED UNDER THE "COMMERCIAL AREA COVENANTS" AND "MULTIPLE FAMILY RESIDENTIAL AREA COVENANTS" AS SET FORTH HEREIN.

1. Nuisances: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or detriment to adjoining lot owners.
2. Livestock and Poultry: It is intended that owners in this subdivision which own lots of one acre or more in size may keep horses, domestic pets such as a cat or dog, and poultry; provided however, that they be kept fenced or leashed at all times; provided further, that they be kept in such manner as not to create a nuisance or offensive odor. No owner shall keep over two horses per acre; nor shall any owner at any time keep any other animal or fowl unless approved by the Home Owners Association.

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3. Refuse and Garbage: Each and every lot shall be kept clean and cleared of all trash, automobiles in disrepair, refuse and garbage. All landscaping and lawns shall be properly maintained. In the event that the owner of any lot in said subdivision shall neglect to maintain said landscaping and lawns, Navajo Land & Cattle Co. or its designated agent, may, without obligation therefor, enter upon such lot or lots and tend to said landscaping and lawns and remove all trash, refuse and garbage and charge the owner or owners of such lot or lots the cost incurred thereby, such cost to be reimbursed to said company by such owner or owners within ten (10) days after notice thereof, and said corporation shall have a lien against said land for all charges incurred in tending to said landscaping and lawns, together with interest at the rate of eight per cent (8%) per annum thereon if the same is not paid by the tenth of the month following the month in which the charges were incurred. Said lien shall be effective as to third persons upon recording of a Notice of Lien in the records of the County Recorder of Alamosa County, State of Colorado.
4. Resubdividing: None of said lots EXCEPT those lots designated as "COMMERCIAL" as hereinafter set out, shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimensions of such lots as shown by the recorded plat.
5. Approval of Design and Location of Building: No structure or major improvement to any existing structure shall be commenced or erected on any of said lots until the plans and specifications and plot plan to be used in such structure have been approved by the Architectural Committee hereinafter provided for. The purpose of this committee is to promote the orderly development and generally protect real property values for the majority of DEER VALLEY MEADOWS residents. The Architectural Committee shall consist of three (3) persons appointed by the developers of DEER VALLEY MEADOWS and shall act until 90 percent of the said lots and homes have been sold, and then by a committee of five (5) elected by the owners of lots and homes in said subdivision. Prior to the sale of 90 percent of said lots, and in the event of the death, resignation or incapacity of any member or members of the committee, the remaining members shall have the full power to appoint a new member of the committee to act in lieu of such deceased, resigned or incapacitated member. A majority of the members of such committee may pass upon such design, location and kind of material. In the event there is no committee in existence under either manner of appointment or election, or in the event such committee fails to approve or disapprove such design and location or the kind of material to be used in such structure within thirty days after written request to do so (such request to be filed with the committee), then such approval of the committee will not be required, provided the design, location, kind of materials and the buildings to be built on said lots shall be governed by all of the restrictions herein set forth, and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity in said subdivision.
6. Advertising Signs: No advertising signs, billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of the lots unless written approval is first obtained from the Architectural Committee. One For Sale or For Rent sign, no larger than 18" x 24", may be placed by the owner.

- Access to Easements: No owner of any lot or parcel of land shall build or cause to be built fences or any obstruction or building eliminating access to the easements designated for utilities or other public purposes.
8. Amendment Duration: This Declaration of Restrictions may be amended at any time by agreement in writing of seventy-five percent (75%) or more of the owners of record of the lots covered by these restrictions. Any such amendments shall be recorded in the Office of the County Recorder of Alamosa County. The foregoing protective restrictions, reservations and conditions, and any amendments thereto, shall be binding on all parties acquiring an interest in any lot, and all persons claiming under them, for a period of twenty-five (25) years from July 1, 1972, at which time said protective restrictions shall be deemed to have been renewed for additional successive periods of twenty-five (25) years, unless seventy-five percent (75%) or more of the owners of record, at that time, agree in writing to changes, and said changes are made in a lawful manner and recorded in the office of the County Recorder of Alamosa County, Colorado, within ten (10) days prior to the expiration of the initial effective period thereof, or any twenty five (25) years extension.
9. Property Owners' Association: For the purpose of establishing and maintaining general beautification features within the area covered by these restrictions, and further, for the purpose effecting good traffic control and establishing such common community services as are deemed to be desirable for the general use and benefit of all lot owners covered by these restrictions, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to be bound by such reasonable rules and regulations that may from time to time be established by the property-owners' association, and further, each and every lot owner in accepting a deed or contract for any lot agrees to become a member of the property owners' association, when established, which may at any time be organized by Navajo Land & Cattle Co., which association when established shall be operated and conducted on a strictly cooperative and non-profit basis. When organized, all the owners of lots covered by these restrictions shall be subject to and bound by the Articles of Incorporation, By-Laws, and regulations and rules of the association. Each owner of a lot shall be responsible for its share of assessments as determined by the association, which share shall be in the ratio or proportion of one share for each lot owned. Any and all assessments imposed by the association, on any lot in the subdivision, if not paid when due, shall constitute a lien on said lot, provided notice of said lien is recorded in the office of the County Recorder of Alamosa County, Colorado.
10. Restrictions Enforcement: Failure to enforce any of these covenants, conditions, reservations and restrictions contained herein shall not in any event be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. On the breach or threatened breach of any of said covenants, conditions, reservations or restrictions, anyone owning or having an interest in the subdivision, including but not limited to the Board of Directors of the property owners' association, if such association is then in existence, may bring an appropriate action in the proper court to enjoin or restrain such violation or to compel compliance with said covenants,

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- conditions, reservations and restrictions herein contained, or to collect damages or other amounts due on account thereof. All instruments of conveyance of any interest in all or any part of said subdivision shall contain reference to this instrument, shall be subject to the covenants, conditions, reservations and restrictions herein as fully as though the terms and conditions of this instrument were therein set forth in full provided, however, that the terms and conditions of this instrument shall be binding upon all persons affected by its terms whether express reference is made to this instrument or not. In the event suit is brought to enforce any of these restrictions, if the claimant prevails the claimant shall be entitled to court costs and reasonable attorney's fees.
11. Owner Definition: Wherever the words "owner or owners" are used herein, such words, in addition to their recognized legal meaning, shall include a purchaser or purchasers under an agreement for sale, or contract to purchase, and a beneficiary or beneficiaries or any trust owning or purchasing a lot within said subdivision.
  12. Restriction Invalidation: Invalidation of any one of these covenants, restrictions, reservations, conditions, or any portion thereof by judgment or court order shall in no wise affect the validity of any of the other provisions, and the same shall remain in full force and effect.
  13. Assignment of Rights: Wherever certain rights and powers are granted herein to Navajo Land & Cattle Co., said rights and powers shall inure to the benefit of any corporation, person or other party which is a successor in interest to Navajo Land & Cattle Co. resulting from merger, dissolution, sale or other disposition by said corporation. Further, when the property owners' association referred to in paragraph 9 above is organized, said property owners' association shall also have the same rights and powers as are granted herein to Navajo Land & Cattle Co. without, however, depriving Navajo Land & Cattle Co. of the same rights and powers.
  14. Sewage Disposal: Pending availability of public sewers, sewage disposal shall be affected by means of individual septic tanks, the type of tank, its construction, locations on lot and tile disposal field shall be approved in writing by the Architectural Committee. In addition, all septic tanks and disposal fields must be approved by the Colorado Department of Health and any other agency which may be required. No cesspools or outside toilets shall be permitted.

#### COMMERCIAL AREA COVENANTS

1. Lot One (1), Block "A" DEER VALLEY MEADOWS UNIT I; Lot Thirty-five (35), Tract "A" and Tract "B", Block "Q"; Lot One, Tract "C" and Tract "D", Block "R", DEER VALLEY MEADOWS UNIT II, shall be designated as Commercial lots. Also, the following restrictions shall apply to these lots:
2. Secondhand Merchandise: Sales of used or secondhand merchandise, with the exception of antiques, automobiles, trucks and mobile homes, are prohibited.
3. Business Enclosed: All business or businesses, except automobile service stations and parking lots, shall be carried on within enclosed buildings.
4. Storage: No materials or supplies shall be maintained outside the perimeter walls of any building.

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5. Lighting: Any lighting must be so placed to reflect the light away from lots in residential areas as hereinafter described, or in any other residential areas.
6. Service Stations: No automobile service station pump shall be located closer than twenty (20) feet to a street line, unless written approval is first had and obtained from the Architectural Committee.
7. Setbacks: Main buildings and accessory buildings on a lot shall not occupy more than forty-five percent (45%) of the total area of the lot, except where written approval is first had and obtained from the Architectural Committee.
8. Junk: No lot shall be used or maintained as a junk yard or for storing or merchandising of material classified as junk.
9. Temporary Structures: No structure of a temporary character, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. A trailer or mobile home may be used as a temporary place of business only upon obtaining prior written permission from the Architectural Committee.

#### SINGLE FAMILY RESIDENTIAL AREA COVENANTS

1. \*All lots in UNITS I & II, EXCEPT those designated as "COMMERCIAL" as hereinabove set out, and EXCEPT all of Blocks "S", "T", "U", "V", "W", "X" AND "Y" in UNIT II, shall be designated as Single Family Residence. Also, the following restrictions shall apply to this district:
2. Restrictions Against Business Use: The Grantee or Grantees under any conveyance, shall not at any time conduct, or permit to be conducted on said premises any trade or business of any description, nor shall said premises be used for any other purpose whatsoever than for a single family dwelling unit. No real estate business or office or signs or other forms of advertising the sale of other properties other than those described herein shall be placed or permitted on any of the lots.
3. Approval of Design and Location of Buildings: No tent, shack, garage, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently. No building or improvement of any kind shall be erected, moved into, or maintained on the premises herein described until the design and location thereof have first been submitted to and approved by the Architectural Committee. In the event that such a committee is not in existence, the design shall be in harmony with other dwellings in the tract. No galvanized metal roofing or siding shall be permitted on dwelling or outside buildings. No asphalt, composition, or plaster board siding shall be permitted on a surface of exterior walls. Exterior surface walls shall be of approved stone, masonry, frame, asbestos, siding or building blocks. Interior walls with studs must be sealed. Chimney must have spark arrestor vent cap. Any building erected upon any of said lots, and which is constructed of wood, stucco, concrete or metal, shall be painted or stained on the exterior, or shall have the color mixed in the final coat. Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or other structure, construction of that particular structure shall be completed within one (1) year of the time such construction was initiated. Such time

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periods may be extended under unusual circumstances in the discretion and with the approval of the Architectural Committee.

4. Density: Not more than one single family dwelling with garage or carport, and one guest house shall be built upon any one lot. A guest house as used in this protective restriction is defined as any small structure used exclusively for extending the lodging accommodations for the owner's family or guests, but not including a kitchen or cooking facilities.
5. Building Line and Side Line Restrictions: No building or improvement of any kind shall be erected nearer than twenty-five (25) feet to the front line on any lot, nor nearer than eight (8) feet to the side lines, nor nearer than twenty-five (25) feet to the rear line. Further, no building or improvement of any kind shall be erected nearer than eighteen (18) feet from the corner side of any corner lot. No building improvement or fencing of any kind shall be erected nearer than five (5) feet from the easement on the rear line.

#### MULTIPLE FAMILY RESIDENCE COVENANTS

1. All Blocks "S", "T", "U", "V", "W", "X" and "Y" shall be designated as Multiple Residence. The following restrictions shall also apply to this district:
2. All restrictions listed in Items 2 and 3 under Single Family Residential Area Covenants shall apply.
3. Accessory buildings including sleeping and guest rooms, shall be considered as a living unit and such shall not be offered as motel or tourist court accommodations.
4. No building shall exceed a height of thirty (30) feet or two (2) stories. No building or improvement of any kind shall be erected on any lot nearer than twenty-five (25) feet to the front line nor nearer than seven (7) feet to the side lines, nor nearer than thirty-five (35) feet to the rear line. In the case of a corner lot, the minimum side yard shall be seventeen (17) feet on the corner side, unless a variance is approved in writing by the Architectural Committee.

#### MOBILE HOME AREA COVENANTS

1. Mobile Homes may be kept on lots one acre or more in size, provided, however, that they be skirted and awnings installed the full length of the front of the mobile home within 60 days from installation on said lot. Provided, further that if the Mobile Home is not 600 square feet that porch or Cabana must be provided to bring the Mobile Home up to the equivalent of 600 square feet. Travel Trailers and Campers cannot be kept on said premises as residences for more than 90 consecutive days.
2. No structure shall be erected, altered, placed or permitted to remain on any of the lots of said property other than one mobile home which shall not be less than forty-five (45) feet in length, and ten (10) feet in width; provided, however, utility rooms, storage rooms, adjoining cabanas, garages or related structures may be erected on said lots on condition only that complete plans and specifications must be submitted to the Architectural Committee for its approval, and if such approval is not obtained in writing, none of said improvements shall be erected or placed upon any lot or lots within the subdivision. No tent, shack, garage, barn or

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- other out-buildings shall at any time be used as a residence, temporarily or permanently, but modern trip trailers may be placed upon said lot or lots for such time and subject to such conditions as the Architectural Committee may permit in writing.
3. The Architectural Committee, for the protection of all property owners, reserves the right to disallow the placement on any lot or lots of any mobile home or trailer which in its discretion is unsuitable or dilapidated or in need of repair, and to cause any owner of a lot to repair or remove any such mobile home or trailers or related structures which thereafter may become in a state of disrepair or dilapidation.
  4. All structures except mobile homes shall be of new construction, using only new materials, and no building excepting modular homes shall be moved from any other location on to any part of the above described real property. All mobile homes shall have installed approved skirts which shall be fitted in a workmanlike manner.
  5. No structure placed on any lot shall be used for residential purposes prior to the installation there of flush toilets, and all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks or sewer system as required by the regulations or ordinances of Alamosa County, Colorado.
  6. No building, mobile home, or improvement of any kind shall be placed on any lot nearer than twenty-five (25) feet to the front line, nor nearer than ten (10) feet to the side lines, nor nearer than 20 feet to the rear lines unless a variance in writing is approved by the Architectural Committee.
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IN WITNESS WHEREOF, the LAWYERS TITLE OF PUEBLO, INC., as Trustee, has hereunto caused its corporate name to be signed, its corporate seal affixed and the same to be attested by the signature of its duly authorized officer, the \_\_\_\_\_ day of \_\_\_\_\_, 197<sup>5</sup>.

LAWYERS TITLE OF PUEBLO, INC., as Trustee

By: [Signature]



STATE OF COLORADO )  
                                  ) ss.  
County of [Signature] )

On this 24 day of January, 197<sup>5</sup>, before me the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged his self to be the Secretary of LAWYERS TITLE OF PUEBLO, INC., a Colorado corporation, as Trustee, and that he as such agent, being so authorized, executed the foregoing instrument for the purposes therein contained, by signing the name of the said corporation by it self as such agent.

WITNESS my hand and seal.

[Signature]  
Notary Public

My Commission Expires: March 1974