

DECLARATION OF RESTRICTIONS

Bell, Sandling and Associates  
Incorporated

RANCHO DURANGO  
Unit 1

THIS DECLARATION, made this 1st day of February, 1971, by Bell, Sandling and Associates, an Arizona Corporation, being the owner of Rancho Durango, and herein referred to as "Declarant,"

## WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on those certain plats (herein collectively called the "plat") entitled Rancho Durango, which plat is recorded or intended to be recorded in the Records of La Plata County, Colorado, and is made a part hereof and incorporated herein by reference; and

WHEREAS, all the real property described in the plat comprises in the aggregate a part of the general development (herein called "Development"); and

WHEREAS, there are subdivided lots set forth and described in the recorded plat, which numbered lots comprise in the aggregate (herein called "Subdivision"); and

WHEREAS, Declarant is about to sell or convey said lots and before doing so desires to subject them to and impose on them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter called "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Subdivision, and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat and of the Development as a whole. All of the Restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

These Restrictions shall apply to subdivided numbered lots, commercial parcels, and to other lands designated on the plat, as set forth herein.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1990, after which time the same shall be extended for successive periods of ten (10) 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, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

B. Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any lot within the Subdivision all or any of these Restrictions and further to vacate any or all of the streets, parks, recreational facilities and any other amenity shown on the recorded plats, provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other subdivision of the Development.

## 3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and the Development and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and Development and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future subdivisions of the Development in conformity with the general scheme of improvement of all lands to be included therein.

## 4. ENVIRONMENTAL CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed locations thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions, thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled promptly by appointment of Declarant, provided, however, that at any time hereafter the Declarant may, at its sole option, delegate to a Board of Directors of Rancho Durango the power of appointment and removal reserved herein to the Declarant. Such delegation of power must be evidenced in writing.

C. There shall be submitted to the Committee a building application on forms, approved by Declarant together with two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee of \$10.00 shall accompany the submission of such application and plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendation; more complete instructions in Appendix "A" attached hereto.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject thereto, or the owners thereof. The decisions of the Committee shall be final.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of outbuildings and structures, including fences, walls, copings, et cetera.

H. Whenever the Committee shall approve plans and specifications for a pier or similar structure on or extending into any waterway, such approval shall constitute a mere revocable privilege from Declarant or its successor or successors in interest for the construction, placement and maintenance of the proposed structure.

## 5. SET-BACK REQUIREMENTS AND RULES FOR APPLICATION

To retain desired separation of buildings on adjacent lots, yet to eliminate undesirable rigidity in the pattern of dwellings and structures created by ordinary set-back lines, and to encourage greater opportunity for individual freedom for development of the lots, the following conditions and guidelines are set:

A. Dwelling set-backs shall be thirty (30) feet along a line paralleling the front property line, along a line paralleling side property lines, and along a line paralleling the rear yard line.

B. Other-than-dwelling set-backs shall be determined by the Committee upon application to the Committee.

C. If the line with respect to which a set-back measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the set-back measurement shall be made along a line perpendicular to such imaginary line.

D. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

E. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

F. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard.

G. The set-back lines set forth above are subject to and may be superseded by such set-back lines as are shown on the recorded plat, it being intended hereby that the plat shall take precedence.

## 6. GENERAL PROHIBITIONS AND REQUIREMENTS

A. No permanent dwelling house or dwelling unit having a ground floor living area of less than 800 square feet, and no pre-fabricated or pre-erected dwelling of less than 800 square feet living area exclusive of open porches, pergolas or attached garage, if any, shall be erected, permitted or maintained on any of said lots. Permanent dwellings of less than 800 square feet of ground floor living area which have exceptional planning will be accepted only upon written approval by the Committee. Permanent dwellings shall be of masonry, stucco or insulated frame construction. All dwellings shall be set on permanent foundations or piers. (This paragraph shall not apply to any temporary building used for storage or for watchmen during the progress of construction continuously prosecuted.)

B. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction.

C. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.

D. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

E. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any lot.

F. All signs, billboards, or advertising structures of any kind are prohibited except upon application to and with written permission from the Committee.

G. No stripped down, partially wrecked, or junk motor vehicles, or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or on any lot.

H. Every tank for the storage of fuel installed outside any building in the Subdivision or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the Subdivision or Development at any time except during refuse collections.

I. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

J. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

K. Any dwelling or building on any lot in the Subdivision or Development which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days.

L. No change in ground level may be made of any lot in excess of one foot from existing grades without the written approval of the Committee obtained prior to the commencement of work.

M. For the mutual and reciprocal benefit of each and every lot in the Subdivision or Development, owners of lots shall in no way obstruct or prevent reclamation, conservation, or reforestation programs, nor shall owners of lot deem ponds, lakes and reservoirs other than of mutual benefit.

#### 7. VARIANCES

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to the other property or improvements in the neighborhood, the Subdivision or the Development.

#### 8. EASEMENTS

A. The Declarant reserves unto itself, its successors and assigns, certain easements along, across, over and upon the real estate that constitutes the Development. The easements so reserved by the Declarant are described as follows:

1. Declarant, for itself, its successors, assigns and licensees, reserves a sixty (60) foot wide easement along each boundary of each lot for the purpose of constructing roads to facilitate access to more remote areas of the lot.
2. Declarant, for itself, its successors, assigns and licensees, reserves a ten (10) foot wide easement along all road rights-of-way, and rear property lines, and a five (5) foot wide easement along the side lines of each and every lot in the Development for the purpose of installing, maintaining and operating utility mains thereon, together with the right to trim, cut or remove any trees and/or brush, and the right to locate braces and anchors wherever necessary for said installation, maintenance and operation, together with the right to install, maintain and operate utility mains and appurtenances thereto, and reserving unto itself, its successors, assigns and licensees, the right to ingress and egress to such areas for any of the purposes heretofore mentioned. No permanent building shall be placed on such easements, but the same may be used for gardens, shrubs, landscaping and other purposes, provided that such use or uses does not interfere with the use of such easements for their intended purposes. In an instance where an owner of two or more adjoining lots erects and constructs a dwelling or building which will cross over or through a common line, the same shall not be subject to the aforementioned five (5) foot easement along or upon the contiguous or common lot line, except where utility lines or mains have been platted or installed.
3. Declarant, for itself, its successors, assigns and licensees, reserves a twenty-five (25) foot wide easement along all rights-of-way for the purpose of cutting and filling and drainage. Declarant further reserves unto itself, its successors, assigns and licensees, the right to cause or permit drainage of surface water over and/or through said lots, and further, it reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining and operating utilities or drainage.
4. Declarant, for itself, its successors, assigns and licensees, reserves a thirty (30) foot easement along either side of all water ways which shall be maintained for the use of all lot owners.
5. Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.
6. All lot owners will install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee hereinabove described.
7. All easements and rights previously granted El Paso Natural Gas Company shall continue in force to the terms of existing contracts.
8. No owner of any lot in the Development shall have any claim or cause of action against Declarant, its successors, assigns or licensees, either in law or in equity, and arising out of exercise of any easement reserved hereinunder, excepting in cases of wilful or wanton negligence.

#### B. RULES FOR DETERMINATION OF LOCATION OF EASEMENTS

On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be re-



located provided such relocation does not cause an encroachment on any other lot in the Subdivision or Development and upon written approval from the Committee. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

C. The lots in the Subdivision or Development shall be burdened by such additional easements as may be shown on the recorded plats.

D. Every lot in the Subdivision or Development that lies contiguous to a waterway shall be subject to an inundation or a flowage easement to an elevation on the lot equal to the high-water line.

#### 9. REMEDIES

A. The Committee or any party to whose benefit these Restrictions inure, including the Declarant and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions; provided, however, that it is expressly understood that neither Declarant nor the Committee shall be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (of an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

#### 10. SUBDIVIDING AND LAND USE

A. No lot may be subdivided into parcels containing less than one acre.

B. The land within this Subdivision is restricted to single family dwellings and commercial use is prohibited.

#### 11. GRANTEE'S ACCEPTANCE

A. The Grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and to and with the grantees and subsequent owners of each of the lots within the Development to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to golf course fairways or waterways.

#### 12. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

#### 13. CAPTIONS

The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions.

14. RESERVATIONS

Declarant reserves the right from time to time to waive any of the Restrictions herein contained as to any lot or lots by agreement with the lot owner, and Declarant reserves the right from time to time to waive any Restriction as to any lot or lots which it then owns.

IN WITNESS THEREOF, the Declarant has executed this Declaration on the day and year first written above.

BELL, SANDLING AND ASSOCIATES INCORPORATED  
An Arizona Corporation

ATTEST:

John W. Overstreet  
Secretary

By:

Larry Bell  
President

STATE OF ARIZONA )  
                          ) ss  
COUNTY OF MARICOPA)



This instrument was acknowledged before me this 8<sup>th</sup> day of July 19 73, by Larry Bell and John Overstreet as President and Secretary respectively, of Bell, Sandling and Associates Incorporated, an Arizona Corporation.



George A. Woodman

NOTARY PUBLIC

MY COMMISSION EXPIRES

My Commission Expires Apr. 1, 1977.

Instructions for Submission of Drawings for Residences  
to be Constructed.

Please read the Regulations carefully:

To maintain a degree of protection to the investment which dwelling owners in this area may make, houses of superior designs are requisite. Designs shall be limited to those prepared by architects licensed to practice in the state of Colorado or by designers of outstanding ability whose previous work may be reviewed by the Architectural Committee as a part of the approval process.

It is the intent of the committee to dictate a general style of architecture within each cluster. This requires that the building be in good taste, well proportioned, carefully studied, and properly related to the shape and contour of the lot upon which it is placed, and that materials, shapes, colors, and general characters of the building also shall relate to the surrounding houses already constructed or approved in the cluster.

Preliminary Drawings - (To be filed for approval, and accepted before working drawings are begun).

Shall include as minimum the following:

- \_\_\_\_\_ 1. Plot Plan
- \_\_\_\_\_ 2. Floor Plans of each floor level
- \_\_\_\_\_ 3. Elevations of all sides of the house
- \_\_\_\_\_ 4. One major section through house
- \_\_\_\_\_ 5. A perspective
- \_\_\_\_\_ 6. Outline specifications which shall give basic structural system and note all materials to be used on the exterior of the residence.

Working Drawings - (To be filed for approval, and accepted before construction is begun).

Shall include as minimum:

- \_\_\_\_\_ 1. Detailed plot plan showing contours on 2'0" intervals, walks, drives, and general landscape plans.
- \_\_\_\_\_ 2. Detailed floor plans
- \_\_\_\_\_ 3. Detailed elevations
- \_\_\_\_\_ 4. Detailed sections - cross and longitudinal
- \_\_\_\_\_ 5. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used. Supplement these with a schedule of the colors of all materials to be used on the exterior of the residence and accessory buildings.

The Architectural Committee has the right to accept or to deny any request for approval, and in the case of denial, has the obligation to prepare in writing, a general statement to the applicant of other requirements which need to be met to obtain approval; but the committee has no obligation to the applicant beyond such statement, except to be fair and impartial in all of its judgments.



378265

STATE OF COLORADO }  
LA PLATA COUNTY } ss Filing No. \_\_\_\_\_

I hereby certify that this instrument was  
filed for record at 10:20 O'clock a. M.

July 18 1972 and duly recorded  
On Microfilm No. 378265 Fee \$12.00

Lena Tucker Recorder

By \_\_\_\_\_ Deputy