

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
UNIVERSITY HILLS SUBDIVISION: FILING NUMBER 1

THIS DECLARATION, made this _____ day of _____,
A.D., 1987 by Realco Corporation, a Colorado Corporation.

W I T N E S S E T H:

WHEREAS, Realco Corporation, is the owner of certain real
property in the County of Pueblo, State of Colorado, which is
more particularly described as:

University Hills Subdivision, Filing Number One,
County of Pueblo, State of Colorado; and

WHEREAS, Realco Corporation, desires to protect and enhance
the value, desirability and attractiveness of said property for
all parties having or acquiring any right, title or interest in
the above described property; and to this end, will convey the
real property described above subject to the covenants,
restrictions and easements, hereinafter set forth, each and all
of which is and are for the benefit of said property and each
owner thereof; and

NOW THEREFORE, Realco Corporation, hereby declares that the
real property described above is and shall be held, transferred,
sold, conveyed and occupied subject to the following covenants,
conditions, restrictions, and easements, hereinafter sometimes
referred to collectively as "covenants", "declaration", and/or
"restrictions," all of which are for the purpose of enhancing and
protecting the value, desirability and attractiveness of said
property. These covenants and restrictions shall run with said
real property and shall be binding on all persons having or
acquiring any right, title or interest in said property or any
part thereof, and shall inure to the benefit of each owner
thereof.

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ARTICLE I

DEFINITIONS

SECTION 1. The following terms when used in the Declaration or any Supplement or Amendment thereto shall have the following meanings unless prohibited by the context:

(a) "Properties" shall mean and refer to the real property described above.

(b) "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the properties.

(c) "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee entered in any lot which is a part of the properties, except an owner who holds title or interest in any said lot merely as security for the performance of an obligation.

(d) "Declarant" shall mean and refer to Realco Corporation.

(e) "Architectural Control Committee" shall mean the committee of three or more persons, appointed in the manner hereinafter set forth, by the Declarant or the lot owners to review and approve the plans for all improvements constructed on the Properties.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Appointment and Duties. The Declarant shall appoint a minimum of three persons to serve as the initial Architectural Control Committee to serve at the pleasure for the Declarant. During the initial five years from the date of this Declaration, vacancies in the Architectural Control Committee shall be filled by appointment by the Declarant. At any time after five years from the date of the Declaration, the then recorded Owners of a majority of the Lots in the subdivision shall have the power, through a duly recorded instrument, to change the membership of the Committee. After the above-referenced five year period, vacancies in the Architectural Control Committee may be filled by action of the remaining member or members of the committee, subject always to the power of the owners to remove and designate members of the Architectural Control Committee.

During the first five years from the date of this Declaration, the Declarant, and subsequent to said five year period, the Architectural Control Committee, may, if it determines such action to be in the best interest of the owners, cause the Architectural Control Committee for the subdivision to be merged with the Architectural Control Committee's of other single family residential subdivisions in the same general area that contain lots of substantially similar size, character and value as lots in the subdivision. Such merger shall be accomplished by filing with the County Clerk and Recorder of Pueblo County, Colorado, a written document signed by Declarant, or by the Architectural Control Committee, as appropriate, for each subdivision participating in such merger, acknowledging the action and appointing an Architectural Control Committee for the merged group. Thereafter, all functions of the predecessor individual Architectural Control Committees will be performed by the new merged Architectural Control Committee.

It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgment to determine that all structures, improvements, construction, decorating and landscaping on the Properties conform to and harmonize with the existing surroundings, structures, and the provisions of this Declaration. For convenience, the Architectural Control Committee shall hereinafter sometimes be referred to in the Declaration as the "Committee".

SECTION 2. Review by Committee. No structure, or other improvement, whether residence, accessory building, tennis court, swimming pool, flag poles, fences, walls, mail boxes, exterior lighting, or other improvements, shall be constructed or maintained upon any Lot and no alterations or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications and Lot plans therefor, showing the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks and the grading plan, along with soil tests and engineering specifications designed to existing soil conditions shall be submitted to and approved in writing by the Committee, and a copy of such plans, specifications and lot plans as finally approved, deposited with the Committee.

SECTION 3. Procedure. The Committee shall approve or disapprove all plans and requests within thirty (30) days after requests have been submitted. In the event the Committee fails to take action within thirty (30) days, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the members of the Committee is required for approval or disapproval of proposed improvements. The Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Committee shall take

into consideration such matters which the Committee deems appropriate, including, without limitation, the design, style and construction of the proposed building or alteration, its location on the Lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the general terrain, the architecture of other buildings located upon the properties subject to this Declaration; whether the plan submitted is in violation of this Declaration; and whether or not the construction or alteration of said building will adversely affect or decrease the value of other lots and/or dwellings. The Committee may make reasonable requirements of the lot owner, including the submission of additional plans, to insure conformance with the provisions of this Declaration and conformance with the plans submitted and approved. The Committee may require such changes as may be necessary to conform to the requirements and purposes herein expressed.

The Committee, in its sole discretion, shall have the authority, but not the duty, to grant reasonable variances from the provisions of this Declaration as hereinafter set forth. Application for variances from the provisions of this Declaration shall be made, in writing, directed to the Architectural Control Committee and said variances shall only be granted if the Architectural Control Committee, in its sole discretion, finds that, owing to exceptional and extraordinary circumstances, literal enforcement of this Declaration will result in unusual hardship. Any variance granted hereunder shall run with the lot for which said variance was granted and a written document setting forth the exact nature and extent of the variance granted, executed by the members of the Architectural Control Committee, shall be duly recorded with the Pueblo County Clerk and Recorder. A variance shall not be granted unless the Architectural Control Committee shall find that all of the following conditions exist:

(a) The variance will not authorize the operation of a use other than a private, single-family residential use;

(b) The variance will not substantially or permanently injure the use of other property in the subdivision;

(c) The variance will not alter the essential character of the subdivision;

(d) The variance will not weaken the general purposes of this Declaration;

(e) The variance will be in harmony with the spirit and purpose of this Declaration;

(f) The circumstances leading the applicant to seek a variance are unique to the lot or building site or its owner and are not applicable generally to lots in the subdivision or their owners;

(g) The proposed variance will not adversely affect the value, desirability and attractiveness of the subdivision.

Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval in general terms so that, where possible, the objections can be met by alterations acceptable to the Committee.

All plans submitted to the Committee shall, upon request of the Committee, be left on file with the Committee.

It is the intent of this Declaration that the Committee shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretion or an act in excess of its authority.

The Committee shall resolve all questions of interpretation. This Declaration shall be interpreted in accordance with its general purpose and intent as herein expressed.

SECTION 4. Liability of Committee. The Architectural Control Committee nor its members, the Declarant nor its officers and directors, members, agents and employees shall not be liable, in damages or otherwise, to any person or entity whatsoever by reason of any action, failure to act, approval, disapproval, or

the performance of any other duties pursuant to the provisions of this Declaration.

ARTICLE III

EXTERIOR MAINTENANCE

SECTION 1. Grounds and Landscaping. The Owner of each Lot shall maintain the grounds and landscaping thereof in a neat and attractive manner. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, and without being required to do so, after giving the Owner thirty (30) days written notice, have the grass, weeds, trees, shrubs and other vegetation cut or trimmed when, and as often as, the same is necessary in the Committee's judgment, and have dead trees, shrubs, grass, and other plants removed from any Lot to maintain an attractive appearance of the Properties.

The Architectural Control Committee shall have the right, but not the obligation, to replace any plants so removed or to substitute landscaping materials or plants chosen by the Committee.

SECTION 2. Repairs and Maintenance. Upon the Owner's failure to maintain any structure in good repair and appearance, the Architectural Control Committee may, at its option, and without being required to do so, after giving the Owner thirty (30) days written notice, make repairs to and improve the appearance of such structure in a reasonable and workmanlike manner.

SECTION 3. Cost. The cost of such maintenance referred to in Sections 1 and 2 above shall be paid by the Owner of the property upon which such maintenance is performed. Upon Owners failure to pay said maintenance costs the, Architectural Control Committee shall have the right to pay said costs and collect said costs directly from the Owner in any manner provided by law.

SECTION 4. Access at Reasonable Hours. For the purpose of performing the maintenance referred to in Sections 1 and 2 of this Article, the Architectural Control Committee, through its

duly authorized agents, employees, or independent contractors, shall have the right to enter upon any Lot or the exterior of any structure situated thereon at reasonable hours on any day and such entry shall not be deemed a trespass.

ARTICLE IV

USE RESTRICTIONS, COVENANTS AND EASEMENTS

The following restrictions, covenants and easements are imposed uniformly upon the Properties and the use thereof as a common scheme for the benefit of each Lot and may be enforced by the Declarant, the Architectural Control Committee, or any Lot Owner.

SECTION 1. Land Use, Building Type and Occupancy. All Lots, unless zoned otherwise by the City of Pueblo and approved by the Architectural Control Committee, shall be used for private, single-family residential purposes only. No structure shall be erected except one detached, single family dwelling and those accessory buildings and accessory structures which have been approved by the Architectural Control Committee. Said dwelling shall be no more than two (2) stories in height and said height shall not exceed 30 feet measured from the top of the foundation to the highest point of the roof. No building shall be permitted on any Lot unless such building has been constructed thereon. The removal of dwellings or structures from other locations to any Lot shall not be permitted. A fully enclosed, private, attached garage designed for not less than two (2) cars shall be constructed with each single family dwelling.

SECTION 2. Lot Size and Subdivision. No further subdivision or re-subdivision of any Lot or combination of Lots as shown on the recorded plat shall be permitted except upon prior written approval of the Architectural Control Committee.

SECTION 3. Building Size. No dwelling shall be permitted on any Lot in which the interior finished living area of the main structure shall be less than the following:

- (a) 1,800 total square feet in a single level dwelling

- (b) 2,000 total square feet in a tri-level dwelling.
- (c) 2,000 total square feet in a bi-level or two (2) story dwelling, with a minimum of 1,200 square feet on the main level.

For purposes of this section and by way of example and not limitation, interior finished living area shall not include basements, garages, decks, patios and porches.

SECTION 4. Building Location. No Building shall be located on any Lot in such a manner the City zoning or other ordinances would be violated.

SECTION 5. Building Construction. All buildings erected on the Properties shall be designed, constructed and maintained in accordance with the following standards, unless variances are approved by the Architectural Control Committee:

(a) All roofing materials must be approved by the Committee. Three tab or t-lock asphalt shingles will not be approved. Tar and gravel will be allowed on flat roofs only, and may not be visible from ground level.

(b) All chimneys must be constructed of or covered with stone, earthtone brick, siding or stucco.

(c) The materials for construction of all garage doors, patio covers, carports, awnings, shutters and other trim shall be subject to prior approval of the Committee.

(d) All exterior walls shall be constructed of wood products, designed for exterior treatment of dwellings, stone, stucco, brick or slump block. For purposes of this Declaration, the term "brick" shall not include concrete blocks. Manufactured siding, such as Masonite, will require specific prior approval of the Architectural Control Committee.

(e) All front exposed concrete of 16 inches or more on all buildings must be covered with stucco or brick.

(f) The color of all roofing materials, gutters and downspouts, garage doors, exterior walls and trim, and all other exterior components of any dwelling or other structure must be

approved by the Architectural Control Committee. In the case of new construction, said approval shall be obtained prior to the commencement of construction. In the case of replacement, repairs, repainting or other alteration of existing improvements, approval shall be obtained prior to commencement of work.

(g) All aluminum windows shall be anodized and painted or coated a color to blend with the color of the dwelling.

SECTION 6. Fences or Walls.

(a) Fences or walls shall be allowed only in the rear portion of a lot extending from the front house line to the rear and must be tied into the fence on the rear Lot line. In the case of corner Lots, no fencing shall be closer to the side Lot line on the street side than the house side yard set-back line.

(b) All fences and walls shall be designed and constructed as a visual extension of the architecture of the primary dwelling, including both scale and use of materials.

(c) All fences shall be constructed of dog-eared natural cedar wood or like material at a height of six (6) feet. All gates must be constructed of the same materials as the fences.

(d) All walls shall be constructed of stone, stucco or brick of a variety allowed for the construction of exterior walls of dwellings.

SECTION 7. Landscaping.

(a) Within 180 days of the date of actual occupancy of the dwelling, the entire front yard and all unfenced portions of the side yard and back yard must be fully landscaped. Sod must be installed on 60 percent of the front and all unfenced areas of the side and back yards. The entire lot must be landscaped within one year of actual occupancy of the dwelling.

(b) The following varieties of trees will not be permitted: Elm, Box Elder, Seed Ash, Thorny Locusts, female Cottonwood and Poplar.

(c) No hedge, fence, tree, or shrub planting which obstructs sight lines to an elevation of six (6) feet above the

road ways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same planting limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

SECTION 8. Easements. Easements, including those for the installation and maintenance of utilities and drainage facilities, are reserved in accordance with the recorded plat.

SECTION 9. Trash. No garbage, ashes, trash, scrap material, rubbish, grass or shrub clippings, or other refuse or recepticals or containers therefor, shall be stored, accumulated or deposited on any street, road or Lot so as to be visible from any neighboring property or street, except during refuse collection. Trash recepticals or containers are to be inside garages, behind decorative fencing, or otherwise hidden from view of neighboring property or streets, except when placed at the front of the Lot for trash removal, for a period not to exceed one day per week. The burning of trash in outside incinerators, barbeque pits or the like is prohibited, it being intended that all refuse, trash, garbage and the like shall be hauled from the Properties.

SECTION 10. Storage of Building Materials. No building material of any kind or character shall be placed upon any Lot unless in connection with construction or maintenance approved by the Architectural Control Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced, diligently pursued, and completed in a timely manner. For the purpose of this section, completion in a timely manner shall mean within 120 days from the date that the building materials are placed on the Lot unless an extension of said time period is applied for and granted by the Architectural Control Committee.

SECTION 11. Commercial Enterprises and Nuisances. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of, or in connection with any Lot or Lots. No noxious or offensive activity shall be carried on upon any Lot, street or road, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 12. Automobiles, Commercial Vehicles, Campers, Trailers, Etc.

(a) No private passenger motor vehicles owned by, belonging to, used, leased or controlled by a Lot Owner or his tenant shall be parked overnight on any street. In addition to the two car garage required to be constructed on each lot, the site improvements on each lot shall include adequate driveway or other similar off-street space for temporary parking of two private passenger motor vehicles.

(b) No commercial type vehicle and no trucks shall be stored or parked on any lot, except in a closed garage, nor parked overnight on any street or road. For purposes of this restriction, a pickup truck having a 3/4 ton manufacturer's rated capacity or less and used solely for the private use of the residents of a dwelling shall not be deemed to be a truck.

(c) Campers, boats, trailers, recreational vehicles, house trailers, mobile homes, buses, motorcycles, tractors and the like shall be kept in closed garages, except that a maximum of one such item may be stored in the side or rear yard of a lot if enclosed by a fence constructed in compliance with this Declaration.

SECTION 13. Animals. No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, horses, sheep, goats, swine, rabbits or other animal or fowl on any Lot or other portions of the Properties, or erect thereon any buildings designated to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other common household pets on any Lot, provided they are not kept,

