

PONDEROSA HILLS

Recorded March 29, 1962

PROTECTIVE COVENANTS
OF
PONDEROSA HILLS FILING NO. 1 & 2

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Douglas County Records

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Ponderosa Hills, Inc. is the fee owner of the following described real property, located and situated in the County of Douglas, State of Colorado, to-wit:

ALL of the lots and blocks in Ponderosa Hills Filing No. 2, according to the plat thereof duly recorded in the office of the Clerk and Recorder of Douglas County, Colorado, as Reception Number 114090 of the records in said office, being a portion of Section 12, Township 6 South, Range 66 West and a portion of Section 7, Township 6 South, Range 65 West of P. M.

WHEREAS, it is desired to establish and maintain said real property as a choice and attractive residential subdivision:

NOW THEREFORE, Said owner hereby makes the following declarations as to limitations, restrictions and uses of the land constituting Ponderosa Hills Filing No. 2, EXCEPT that the covenants hereinafter contained do not apply to that part of Ponderosa Hills Filing No. 2 set aside for parks and schools. A school site is platted and reserved and described as Lot 19, Block 4.

1. All lots in all blocks in said subdivision shall be known and described as residential lots, and will be restricted by all the covenants contained herein; except Lot 19, Block 4.
2. An Architectural Control Committee for Ponderosa Hills Filing No. 2 is constituted. This committee is composed of V. Nelson Shurts, Cloud W. Thompson and V. G. Seovy. Its mailing address is P. O. Box 246, Littleton, Colorado. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.
3. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. No structure whatever, other than one private single family dwelling together with a private garage or servants quarters and suitable barn or shed for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any of the residential lots.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, trailer office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings; provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in their sole discretion the same have been on the premises an unreasonable length of time.
6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet; except that where the said principal dwelling is a 1% or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1% or 2 floors is not less than 1,200 square feet.
7. No building shall be located on any lot nearer than thirty (30) feet of the front lot line.
8. No store, office or other place of business of any kind and no hospital, sanitarium, or other place for the care of or treatment of the sick or disabled, physically or mentally; nor any theatre, saloon or other place of public entertainment. shall ever be erected or permitted upon any of the residential lots, or any part thereof.
9. No fence or wall shall be erected on any building plot nearer to any street than the minimum building setback lines.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purpose on any tract. Swine are expressly forbidden and none shall at any time be kept on an Y tract for any purpose. In order to prevent over grazing, live stock shall be kept in a small corral of not to exceed fifty percent (50%) of the lot size and only allowed to occasionally graze in remaining native grass area owned and fenced by owner. A family garden not to exceed 625 square feet is permissible but no additional ground shall be broken for farming purposes. The architectural Control Committee's approval is expressly required for the erection and maintenance of buildings for live stock.
11. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Board of Health of the State of Colorado. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract in this subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system.

12. No portion of the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No open fires will be permitted in the Ponderosa Hills Filing No. 2.

14. None of the native pine or cedar trees of Ponderosa Hills Filing No. 2 will be cut or removed without the express approval of the Architectural Control Committee. Such approval shall not be unreasonably withheld in connection with the proposed construction of improvements.

15. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during the construction and sales period.

16. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building lot.

Easements and rights of way as shown on the recorded plot are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or any other public or quasi public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or plots has been recorded agreeing to change said covenants in whole or part.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

Invalidation of any one of these restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Ponderosa Hills, Inc. has caused its name to be hereunto subscribed by its President and attested to by its Secretary this 27th day of March, 1962.

ATTEST:
(Signed) Anthony F. Zarlingo, Secretary

PONDEROSA HILLS, INC.
By (Signed) Joseph Morrone, President