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# SUMMARY

## THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HILLCREST ESTATES

DEFINITIONS: Ref. Article I

Hillcrest Estates Subdivision, hereafter referred to as the Property, is the real property described in Exhibits "A" and "B, Amendment No. 2, according to the plat recorded on 18 August, 1983, as Reception No. 487777, County Clerk, La Plata County, CO.

Declaration of Covenants, Conditions and Restrictions, Third Amendment, was recorded 30 June, 1983, in County Clerk's Office, La Plata County, CO., as Reception No. 487778. All provisions contained herein shall be deemed to run with the land and shall constitute benefits and/or burdens to the owners, their successors or assigns and to all parties hereafter owning any interest in the Property.

Owners are the record owner or owners of the fee simple title to a single family lot or private dwelling unit situate in The Property.

ARCHITECTURAL REVIEW COMMITTEE: Ref. Article II

The Architectural Review Committee consists of five members. At least one shall be persons licensed or registered in the State of Colorado, as either architects, land planners, engineers, or building contractors; and, two of the members shall be owners of single family lots or private dwelling units within the Property. (Section 2.1)

All building plans and improvements to lots and/or buildings and appurtenances must be submitted to the Architectural Review Committee prior to beginning construction. Any information regarding such improvements which is requested by the Committee must be furnished. The Committee may charge \$50.00 for such review. Approval of improvements shall be based upon conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the property. (Section 2.1, ii, iii)

If the Architectural Review Committee fails to approve or disapprove submitted plans within 20 days (which will include resubmission of disapproved plans) it shall be conclusively presumed that such plans have been approved except if such plans violate stated Covenants. (Section 2.1, iv)

Neither the Architectural Review Committee nor Hillcrest

Estates Subdivision (the Property) shall be liable in damages to anyone submitting plans. Also, anyone submitting plans agrees that he will not bring any suit against them. Builders and Owners shall be in compliance with local building codes. (Section 2.1, v)

The Architectural Review Committee shall have the right to enforce these Covenants, Conditions and Restrictions and to restrain any violation thereof. (Section 2.2, vi)

Certain variances may be allowed by the Architectural Review Committee when circumstances such as topography, location of trees, etc require. Variances require a majority vote of the Committee. (Section 2.2)

The Architectural Review Committee shall keep written records of all approval or disapproval actions for a period of five years. (Section 3.3)

#### USE RESTRICTIONS: ARTICLE III; Single Family Lots

Lots 1-48 and 50-90 are single family, residential lots and may not be used for business or multi-family purposes. No noxious or offensive activity shall be carried on at any lot. No gas, oil, or mining operations shall be permitted. No owner may drill a water well, septic or sewage disposal system.

Each single-family dwelling shall contain at least 1500 square feet devoted to primary living space. Only one building is permitted on each lot.

All property lines shall be kept free and open one to another. No fences or plantings simulating fences shall be permitted on lots or lot lines except with the approval of the Architectural Review Committee who deem these features aesthetic per the design concept and contributing to the character of the area.

All children's recreational equipment and clothes lines shall be placed so that they cannot be viewed from roads or other lots. They may be screened from view with fencing or trees or natural landscaping approved by the Committee.

No exterior antennas are allowed unless approved by the Committee and placed out of view of other lots and the road.

No appurtenances such as electrical, gas, oil, water, refrigeration, or heating tanks or apparatus can be placed above ground except with approval of the Committee.

No sound devices except for security shall be placed on any lot.

No permanent exterior lighting shall be installed on any dwelling without approval of the Committee.

No trees shall be cut or tree roots disturbed by trenching on a lot without approval of the Committee.

Height restriction of dwellings shall be two stories, not to exceed 25 feet from street level to highest-most ridge line.

Day-lighted basements may be an exception to the two story limit as long as the basement is not exposed to the street. The Committee may allow variance for good cause.



USE RESTRICTIONS (Cont.)

No more than two domestic animals shall be maintained on any lot and they shall at all times be under the control of the owner. Animals shall not be allowed to roam at will and may be taken under control, including the right to impound the animals and charge substantial fees to the owners for their return.

No horses shall be kept within lots.

Lot owners must submit plans for landscaping to the Committee and are encouraged to use indigenous species in such landscaping.

No lot shall be used as a dumping ground for rubbish. Garbage and trash shall be placed in covered, sanitary containers. No waste shall be burned and waste disposal shall adhere to rules of the City of Durango.

No exterior fires are allowed except for barbeques contained within designed receptacles. Only wood and charcoal shall be used for heating and cooking except as approved by the Committee.

Each lot and the improvements, thereon, shall be maintained at all times by the owner in good condition and repair. Appearance, color, or other exterior appearances shall not be changed without prior approval of the Committee.

USE RESTRICTIONS: Multi-family Lots

No multi-family dwelling may be used for or adapted to any other purpose than multi-family residential.

No Multi-family unit shall contain less than 950 square feet (two bedrooms) or 650 square feet (one bedroom) of fully enclosed floor area (living area).

All other use restrictions described, above, for Single-family owners apply equally to Multi-family owners.

USE RESTRICTIONS: Automobiles, Boats and Campers

All such vehicles shall NOT be kept, placed, repaired, constructed or maintained upon any lot, roadway or private drive such that said vehicle is visible from neighboring lots, tracts, or roads.

Temporary parking shall be permitted on the roads and streets designated by the Architectural Review Committee.

No vehicle shall be parked on the streets or roadways of the Property between the hours of 2:00 a.m. and 6:00 a.m.

USE RESTRICTIONS: Signs

No signs are permitted on any lot except:

- Signs required for legal proceedings;
- Signs used by contractors during construction; face area not to exceed 6 sq. ft.;
- Realtor (For Sale) signs; face area n.t.e 6 sq. ft.;
- Residential identification signs; to be approved by the Committee;
- No sign shall exceed 4 ft. in height.

ENFORCEMENT: Article V

The Conditions, Covenants and Restrictions shall run with the land and shall inure to the benefit of Hillcrest Estates Subdivision and to the Owners of every lot and unit on the Property.

The Architectural Review Committee, acting as Trustee on behalf of all the Owners, is responsible for enforcing these Conditions, Covenants and Restrictions.

In the event of a violation, the offending party may be notified, in writing by certified mail, of the covenant which has been violated. Continued violation shall have remedy in proceeding at law or in equity; damages may be recovered.

Every violation of these covenants or any part thereof shall constitute a Nuisance subject to remedy.

The Architectural Review Committee shall issue a Certificate of Compliance on payment of a reasonable fee not to exceed \$20.00 and on written request of any lot or unit owner, said Certificate setting forth whether or not said owner is in violation or compliance of these Covenants; such statement to be furnished within ten (10) days from receipt of request; otherwise, it shall be presumed that said lot or unit is in compliance.

ADDITIONAL PROPERTIES: Article VI

This Article contains provisions which allow additional properties to be added to Hillcrest Estates Subdivision. This provision expired January 1, 1990.

GENERAL PROVISIONS

The Official Development Plan for the Property is on file in the Records Office, La Plata County. The Plan and related documents constitute part of the public controls imposed by the City and County on developers, owners, residents and users of the subdivision.

Every Condition, Covenant and Restriction shall continue for fifty (50) years and shall be automatically extended for successive periods of five (5) years unless otherwise terminated or modified.

Modification or termination of this Declaration of Conditions, Covenants and Restrictions requires the written consent of the owners holding eighty (80) percent of the lots or private dwelling units during the first 25 years or ninety (90) percent of the lots or private dwellings, thereafter.

Amendments to the Conditions, Covenants and Restrictions shall be duly recorded in the Office of La Plata County Clerk. A written notice of the proposed amendment(s) shall be sent to every owner at least sixty (60) days in advance of any action taken. Each record owner of a fee or undivided interest in a lot or private dwelling unit shall have one (1) vote; no more than one (1) vote is allocated per dwelling unit or lot.

ASSIGNMENT OF RIGHTS: Declarant: John A. Durkee, Trustee  
Durkee Testing Laboratories,  
Incorporated,  
Profit Sharing Plan and Trust  
  
Hillcrest Estates, Inc.  
A Colorado Corporation

Declarant may assign any and all rights, powers, and reservations contained herein to the ARCHITECTURAL REVIEW COMMITTEE who will assume the duties of Declarant subject to the same obligations, liabilities and duties hereunder.

NOTE: Members of the Architectural Review Committee were duly appointed by Mr. John Durkee on behalf of the Declarant of the Hillcrest Estates Subdivision on the 4th day of April, 1990. Mr. Durkee also delegated to the Committee the right and authority to replace any members unable to serve or continue to serve as members of the Committee by majority vote of the remaining Committee members.

NO WAIVER CONDITIONS: If at any time, any one of said Conditions, Covenants and Restrictions be held invalid, or for any reason be found unenforceable, no other condition, covenant or restriction or any part thereof shall be affected or impaired.

Any court order invalidating any one or part of these Conditions, Covenants or Restrictions shall not affect any other provision.

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This summary was compiled by the Architectural Review Committee, 10<sup>th</sup> day of October, 1992.

  
Wm. A. Falkenstein  
Chairperson