

168 Good Hope Dr - Westcliffe, CO 81252 - Custer County- SE

MLS: 2516613 - SFB - Active - \$325,000

MLS #: 2516613 **File #:**
Status: Active **Status Changed:** 02/20/2024
List Price: **\$325,000** **Org. List Price:** \$325,000
Listing Type: For Sale **Property Type:** Single Family Building
Style: 1 story + basement, Ranch **Zoning:** Rural residential
Subtype: CC&R's-Yes, Resale Home, HOA-No
HOA/Month: 0.00 -- Includes:

**General Listing Information:**

Beds: 3 **Sq Ft Total:** 1,197 **Acres:** 4.22
Full Baths: 1 **Sq Ft Main:** 952 **Lot Sq Ft:** 183,823
1/2 Baths: 0 **Sq Ft Upstairs:** 0 **Lot Dim:**
3/4 Baths: 0 **Sq Ft Downstairs:** 245 **Frontage:**
Garage: 4 Attached, Detached **Depth:**
Garage Sq. Ft.: 707 **Sq Ft Other:** 0 **Yr Built:** 1976
Carport: 0 **Sq Ft Unfinished:** 0 **Yr Remodeled:**
Levels: 2 (1 above ground) **Sq Ft Source:** Assessor **Total Rooms:** 9
Finance Terms: Cash, Conv. **Bsmt Type:** Partial Basement **Main Bdrm Lvl:** Main

Floorplan & Room Dimensions:

Level	Name	Dims	Ceil.	Remarks	Level	Name	Dims	Ceil.	Remarks
Main	Bath Full	8x6.5			Main	Living	16.8x22		
Main	Bedroom	13.5x10.4			Lower	Bedroom	13x11		
Main	Bedroom	11x10			Lower	Laundry	10.7x6		
Main	Dining	7.5x10			Lower	Pantry	7x5		
Main	Kitchen	8.5x10							

Location Information:

Address: 168 Good Hope Dr - Westcliffe, CO 81252 - #: 59 & 60 **Elem. School:** Custer County
Area: Custer County- SE **Section:** **Middle School:** Custer County
County: Custer **Range:** **Jr High School:** Custer County
Subdivision: Rosita Hills **Township:** **High School:** Custer County
Gate #: **Tax APN #:** 10030900 **Taxes Annual:** \$565.72 **GPS:** N38° 5.493' W105° 21.789'
Legal Desc.: LOTS 59 & 60 ROSITA HILLS SUB 2 38.09155090 -105.36315310
Directions: From Westcliffe, S on 69 to CR 328 (Rosita Road), turn left. Approximately 6 miles, left on Good Hope Drive 2 tenths of a mile, 4th home on the right. There is a separate driveway entrance north to take you down to the detached garage.

Construction Information:

Exterior Constr: Frame, Siding, Siding-Vinyl **Roof Type:** Metal **Foundation:**
Heating: Propane- FA, Wood Burn. Stove **Air Cond.:** None

Comments/Remarks: It's All About the Address! Views, Trees, & Two Garages

Public Remarks: Here is where you'll find two lots totaling 4.22 acres, beautiful Sangre de Cristo views, tall, tall trees, and an open meadow for that ideal Colorado feel. This home rests in the trees, with decks (covered and uncovered) around three sides. Inside, you'll find 952 sq. ft. of heated living space to include 3 bedrooms, 1 full bath, living, kitchen, and dining room. This home is heated with wall heaters and a wood-burning stove. The owners have also installed a non-vented propane heater for their comfort. Downstairs are the laundry, pantry, and third bedroom. The two-car attached garage, along with a second two-car detached garage with a separate driveway, will accommodate all your storage and workshop needs. A paved parking area just in front of the home, with a ramp to the front door, provides easy access.

Utilities Services:

Utilities: Garbage Collection, Legal Access: Yes, Phone: Cell Service, Phone: Land Line, Power: Line On Meter, Propane: Hooked-up, Septic: Has Tank, Water: Private Well (Drilled)

Features:

Features Prop.: Access- All Year, Deck(s), Gutters & Downspouts, Landscape- Partial, Out Buildings, Patio- Covered, Patio- Uncovered, Trees, View of Mountains
Features Int.: Ceiling Fans, Flooring: Carpet, Flooring: Laminate/Vinyl, Skylights, Vaulted Ceilings, Wood Burning Stove
Appliances: Oven/Range, Refrigerator, W/D Hookups, Water Heater

Listed By: Kimberly Powers - Summit & Main Realty Group

For more information contact: Summit & Main Realty Group - Office: (719) 792-9108



MLS #: 2516613 continued...

If you have any questions or would like more information about this listing or any other listings in the MLS, please contact:



Summit & Main Realty Group
95 Main Street Suite A, PO Box 867
Westcliffe, CO 81252

Office: (719) 792-9108
www.summitandmain.com



Summit & Main Realty Group

95 Main Street Suite A / PO Box 867 Westcliffe, CO 81252
Kimberly J. Powers Broker Owner, RSPS,
GRI summitandmainrg@gmail.com
Ph: 719.792.9108

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

168 Good Hope Dr, Westcliffe, CO 81252

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
3. Records and reports available to Seller (check one box below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.



6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
 - Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
 - Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Joel D. Gillespie Date: 2-13-24
 Seller: **Joel D Gillespie**

Lupe T. Rocha-Gillespie Date: 2-13-24
 Seller: **Lupe T Rocha-Gillespie**

Listing Brokerage Firm's Name: Summit & Main Realty Group

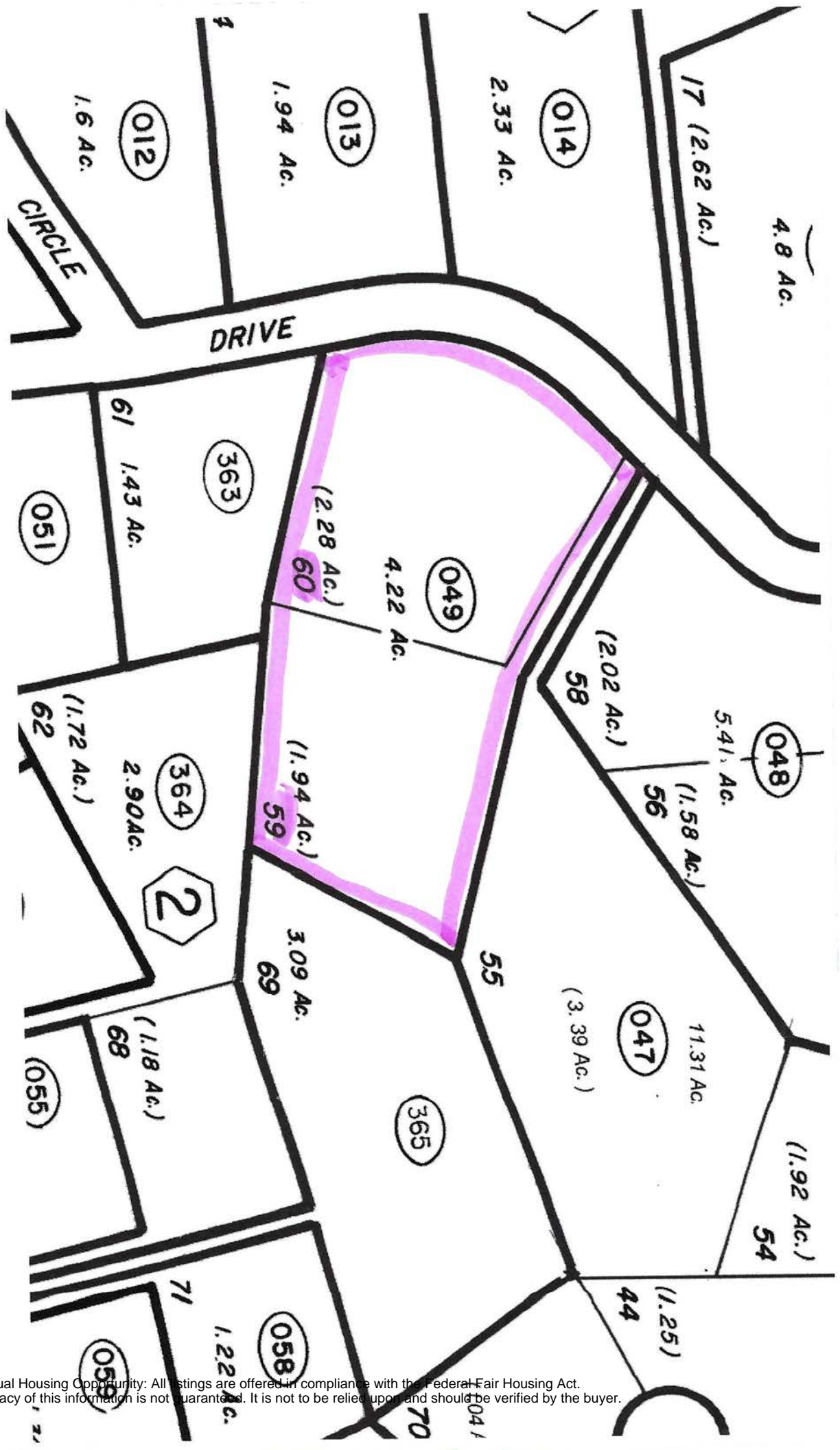
Real Estate Licensee (Listing)

Kimberly J. Powers
 Broker: _____ Date: 2/13/2024
 Listing Broker: **Kimberly J. Powers**

Real Estate Licensee (Selling):

 Selling Broker: _____ Date: _____





**Maps/diagrams for
directional purposes only.
Summit & Main Realty Group**

Equal Housing Opportunity: All listings are offered in compliance with the Federal Fair Housing Act. The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.

**Maps/diagrams for
directional purposes only.
Summit & Main Realty Group**

Hannah Circle

Good Hope
Drive

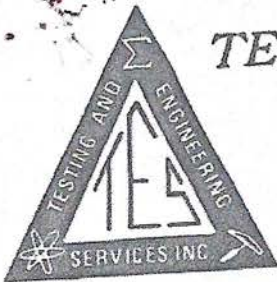
Democrat Circle

CR 328 -
Rosita Road

Rosita Hills Drive



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TESTING AND ENGINEERING SERVICES, INC.

3049 DELTA DRIVE

COLORADO SPRINGS, COLORADO 80910

(303) 392-6056

SOIL PERCOLATION DATA SHEET

Date Accepted: July 12, 1976 Date Test Performed: July 12, 1976
 Client: Edwin W. Cheatham Address: c/o F & S Construction Co.
 City: Westcliffe State: Colorado Zip Code: _____
 Telephone: _____ Observer: Jack Shy
 Location of Test: Lot 59, Rosita Hills, Custer County

PERCOLATION RATE MEASUREMENT RESULTS

TRIAL NO.	DEPTH START (Inches)	TIME START	DEPTH FINISH (Inches)	TIME FINISH	TOTAL DROP (Inches)	TOTAL DROP TIME	MINUTES /1' DROP
1	3½	10:20	16½	10:50	13	30	2.3
2	3	10:20	12½	10:50	9.5	30	3.1
3	4½	10:20	13½	10:50	9.0	30	3.3

Average 3.0

BORING AND SOIL CLASSIFICATION RESULTS

TRIAL NO.	DEPTH	SOIL CLASSIFICATION GROUP SYMBOL (S)	SOIL DESCRIPTION	DEPTH TO GROUND WATER
1	0-3'	SP	Sandy Loam	
2	0-3'	SP	" "	
3	0-3'	SP	" "	unk

Depth to impervious formation: unk Saturation time: 24 hours
 Distance from nearest well: 200' Depth of nearest well: unk

MINIMUM SEWAGE-DISPOSAL SYSTEM REQUIREMENTS

SUBSURFACE ABSORPTION FIELD ¹	SEEPAGE PITS ²
MINIMUM REQUIRED AREA: 125 SQ. FT./BEDROOM	MINIMUM WALL AREA REQUIRED: N/A SQ. FT./BEDROOM

Tests taken East of proposed 3 bedroom house site.

1. FHA Minimum Property Standards: 1103-7
 Public Health Service Publication No. 526
 2. FHA Minimum Property Standards: 1103-8

Keith Martin
 Keith Martin, P.E.

100-30-900

CUSTER COUNTY, COLORADO
(Permit as described in Sec. 9.2 of Resolution)

EX 244

APPLICATION FOR USE BY RIGHT ZONING PERMIT FOR CONSTRUCTION AND USE

NOTE: THIS IS NOT A BUILDING PERMIT

Building permit must be obtained from the Building Department before construction

1. DATE

July 6, 1976

2. LOCATION OF CONSTRUCTION

ROSITA HILLS SUB 2 LOT 59

422 ACRES

3. LEGAL DESCRIPTION OF PROPERTY

4. ZONE NO:

5. CLASS OF WORK

- CORNER
- INTERIOR

AREA IN SQ. FT.

938

- NEW
- ALTER
- ADD
- MOVE
- REPAIR
- OTHER (Specify)

6. EXISTING USE (S) (or past use (s), if vacant)

VACANT

7. USE PROPOSED BY THIS APPLICATION

LOCATE MODULAR HOME ON PROPERTY FOR RECREATIONAL USE FOR PRESENT + PERM. HOME ACCESSORY USE (S) LATER ON.

GROSS FLOOR AREA OF NEW OR ADD.

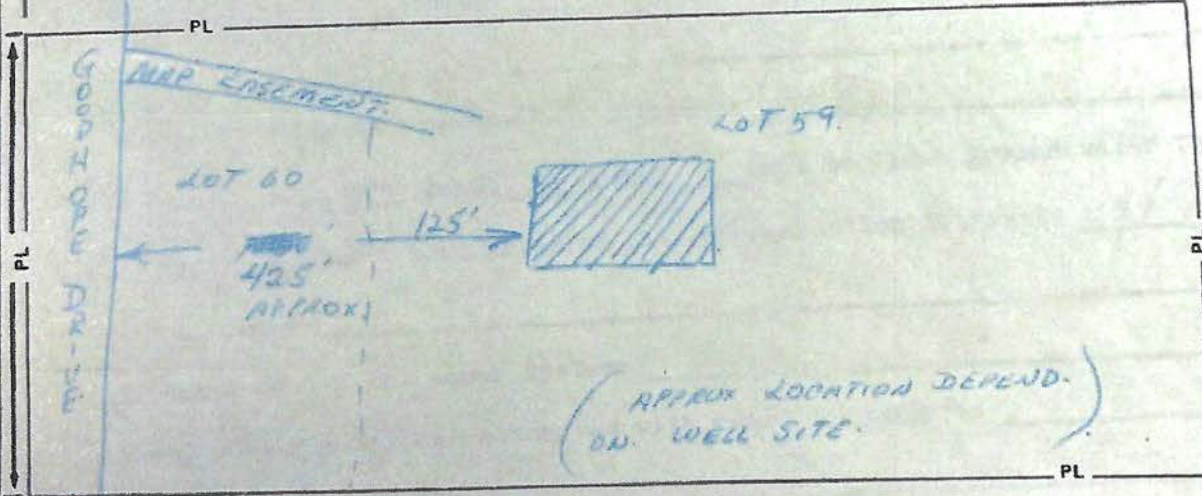
938

GROSS FLOOR AREA FOR EACH USE

ACCESSORY USE (S)

NOTE: Property lines must be officially established prior to construction, indicate on plot plan where streets, alleys and/or easements exist. Indicate existing structures by broken line, proposed structures by solid line. All signs and fences require separate permits. Use is subject to limitations of external effects. (ZONING CODE) DRAW TO SCALE, INDICATING TOWNSHIP AND RANGE No's.

INDICATE NORTH IN CIRCLE



8. Height of proposed structure at highest point.

Front 16 ft.

L. Side 16 ft.

R. Side 16 ft.

Rear 16 ft.

9. I/we hereby apply for a zoning permit for the construction of the structure(s) described above and depicted on the attached plan(s). I/we agree that construction will be accomplished in strict compliance with this application and the regulations contained in the Zoning Chapter of the Revised Municipal Code. I/we certify that no use will be operated on the land or in the structure(s) identified above except the use(s) set forth above, unless a ZONING PERMIT FOR CHANGE OF USE is obtained. The uses will be operated in compliance with all the regulations contained in the Zoning Chapter of the Revised Municipal Code.

Name(s) of owner(s) of zone lot and structure(s) (PRINT)

Signature of owner(s) or authorized representative

Charles W. Anderson, Cheatham

ADDRESS ROSE RIVER ROAD TELE NO 713-692-4859

SPACE BELOW THIS LINE FOR DEPARTMENT OF ZONING ADMINISTRATION USE ONLY

APPROVED DATE July 6, 1976

DENIED DATE

USE APPROVED FOR:

PLACEMENT OF MODULAR HOME ON LOT. WILL APPL. FOR SEWAGE WHEN PLACEMENT OF HOME IS DECIDED

REMARKS.



OWNER E W Cheatham PHONE _____
 CITY _____ ZIP _____
 CONTRACTOR/AGENT SBS Builders ADDRESS Westville PHONE _____
 CITY _____ STATE _____ ZIP _____
 ADDRESS OF SITE Rosita Hill Sub Div 2 Lot 59

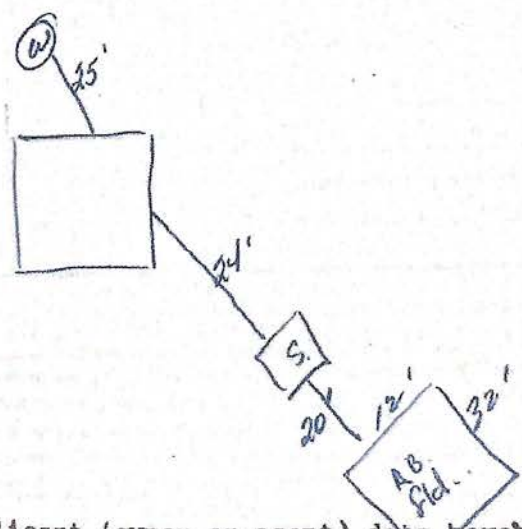
DATE OF APPLICATION July 15 1976

Application for an individual sewage disposal system permit is hereby submitted, together with the plans, specifications, and the required twenty-five dollar (\$25.00) fee. The individual sewage disposal system will be constructed and installed in accordance with the regulations governing individual sewage systems within Ouster County.

Plumbing Fixtures: Water Closet 1 Lavatories _____ Bathrooms 1 Sinks 2 Automatic Washer NO Garbage Disposal NO Other _____ Size of Lot 4.22 Type Water Supply Well
 No. Anticipated Users 3 No. Bedrooms 3 Basement Plumbing NO Est. Daily Water Usage _____ Type Soil S.L. Percolation Test Results 3.0 Depth of Water Table _____
 Proposed Capacity of Septic Tank 1000 (Gallons), Proposed Sq. Ft. Soil Absorption System 375

PLOT PLAN-SHOW: 1. Accurate boundary measurements. 2. Accurate location of building (proposed and existing) and proposed site of sewage disposal system and percolation test holes. 3. Accurate location of streams, lakes, irrigation ditches, and other drainage of property. 4. Accurate locations and type of water supply and lines on property. 5. Amount of useable land. Show area that is available for septic system.

3 bedroom House -



The undersigned applicant (owner or agent) does hereby agree to compl. with City-County Regulations pertaining to sewage disposal systems and applicable State Laws and regulations.

Approval by Frank Lepilus
 City-County Health Department

O. P. Brady
 Signature of Owner or Agent

Date July 16 1976

COLORADO DIVISION OF WATER RESOURCES
101 Columbine Bldg., 1845 Sherman St., Denver, Colorado 80203

78N

RECEIVED

JUL 12 '76

WATER RESOURCES
STATE ENGINEER
COLO.

PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in BLACK INK. No overstrikes or erasures unless initialed.

- () A PERMIT TO USE GROUND WATER
- () A PERMIT TO CONSTRUCT A WELL *an*
- FOR: () A PERMIT TO INSTALL A PUMP
- () REPLACEMENT FOR NO. _____
- () OTHER _____

(1) APPLICANT - mailing address

NAME ~~EDGAR~~ **CHEATHAM**

STREET **105 E RIVERWOOD**

CITY **HOUSTON TEXAS 77076**
(State) (Zip)

TELEPHONE NO. **713-692-4559**

(2) LOCATION OF PROPOSED WELL

County **CUSTER**

NW 1/4 of the **SE** 1/4, Section **31**

Twp. **22 S**, Rng. **71 W**, **6** P.M.

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) **15**

Average annual amount of ground water to be appropriated (acre-feet): **1**

Number of acres to be irrigated: **0**

Proposed total depth (feet): **100**

Aquifer ground water is to be obtained from:
DECOMPOSED GRANITE

Owner's well designation _____

GROUND WATER TO BE USED FOR:

- () HOUSEHOLD USE ONLY - no irrigation (0)
- () DOMESTIC (1) () INDUSTRIAL (5)
- () LIVESTOCK (2) () IRRIGATION (6)
- () COMMERCIAL (4) () MUNICIPAL (8)
- () OTHER (9) _____

(4) DRILLER **MIHT TILLERSON**

Name **ALPINE DRILLING SERVICE**

Street **Box 86**

City **CANON CITY COLO 81212**
(State) (Zip)

Telephone No. **275-7088** Lic. No. **746**

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. **72060**

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.

APPROVED FOR HOUSEHOLD USE ONLY, FOR ONE (1) SINGLE FAMILY DWELLING AND NOT TO BE USED FOR IRRIGATION. THE RETURN FLOW FROM THE USE OF THIS WELL MUST BE RETURNED TO THE SAME STREAM SYSTEM IN WHICH THE WELL IS LOCATED. *HT*

THE MUNICIPAL OR COUNTY GOVERNMENT SHALL BE CONSULTED WHEN LOCATING THIS WELL, AND THEIR REGULATIONS SHALL BE COMPLIED WITH. *HT*

APPLICATION APPROVED

PERMIT NUMBER **85134**

DATE ISSUED **JUL 28 1976**

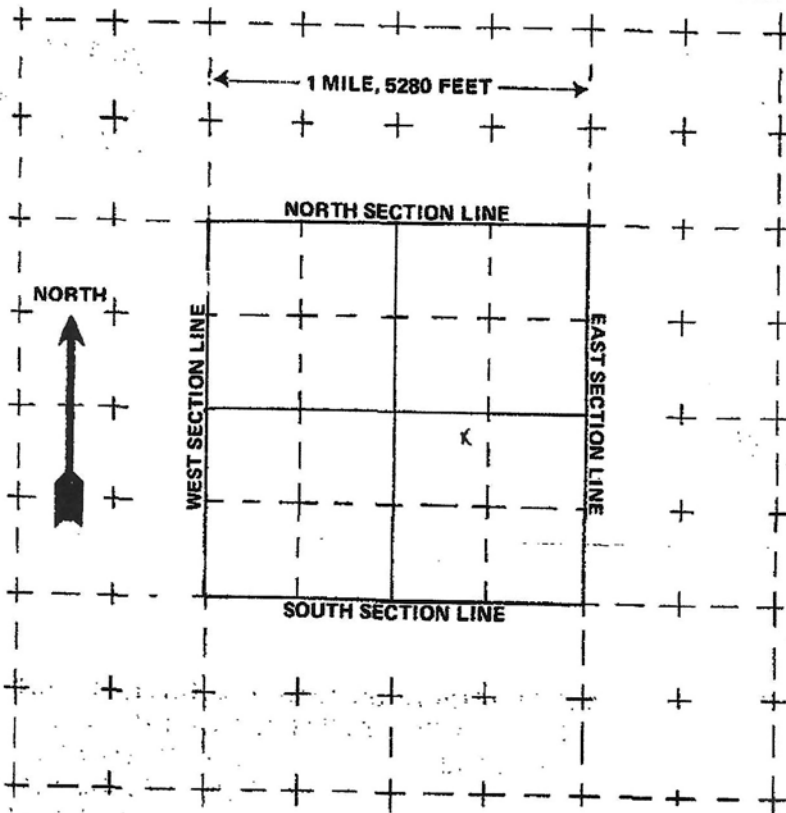
EXPIRATION DATE **JUL 28 1978**

Bruce E. DeBene
(STATE ENGINEER)

BY **John M. Leo**
2713 **14**



(5) THE LOCATION OF THE PROPOSED WELL and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) THE WELL MUST BE LOCATED BELOW by distances from section lines.

2275 ft. from SOUTH sec. line
(north or south)

1450 ft. from EAST sec. line
(east or west)

LOT 59 BLOCK _____ FILING # 2

SUBDIVISION ROSITA HILLS

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: EDGAR CHEATHAM

No. of acres 2 Will this be the only well on this tract? YES

(8) PROPOSED CASING PROGRAM

Plain Casing
6 5/8 in. from 0 ft. to 70 ft.
4 in. from 10 ft. to 40 ft.
Perforated casing
4 in. from 40 ft. to 100 ft.
_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

N/A

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): EDGAR CHEATHAM No. of acres: 2

Legal description: NW SE 31 225 71W 6 PM

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used.

MOUNTAIN HOME SITE
SEPTIC TANK & LEACH

(12) OTHER WATER RIGHTS used on this land, including wells.

Type or right	Used for (purpose)	Description of land on which used
<u>NONE</u>		

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

Edgar Cheatham
SIGNATURE OF APPLICANT(S)

COLORADO DIVISION OF WATER RESOURCES

300 Columbine Bldg., 1845 Sherman St.
Denver, Colorado 80203

RECEIVED

SEP 13 1976

WATER RESOURCES
STATE ENGINEER
COLO.

THIS FORM MUST BE SUBMITTED
WITHIN 60 DAYS OF COMPLETION
OF THE WORK DESCRIBED HERE
ON. TYPE OR PRINT IN BLACK
INK.

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 85134

WELL OWNER Edgar Cheatham NW 1/4 of the SE 1/4 of Sec. 31

ADDRESS 105 E. Riverwood, Houston, Texas 77076 T. 22 S. R. 71 W. 6 P.M.

DATE COMPLETED 8-2-76, 19 HOLE DIAMETER

7 7/8 in. from 0 to 20 ft.

6 in. from 20 to 85 ft.

 in. from to ft.

DRILLING METHOD air percussion

CASING RECORD: Plain Casing

Size 6 5/8 & kind steel from 0 to 20 ft.

Size 4 & kind plastic from 5 to 25 ft.

Size & kind from to ft.

Perforated Casing

Size 4 & kind plastic from 25 to 85 ft.

Size & kind from to ft.

Size & kind from to ft.

GROUTING RECORD

Material cement

Intervals 0-20

Placement Method poured

GRAVEL PACK: Size

Interval

TEST DATA

Date Tested 8-2-76, 19

Static Water Level Prior to Test 35' ft.

Type of Test Pump air

Length of Test 1 hour

Sustained Yield (Metered) 3 1/2 gpm

Final Pumping Water Level NA

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	12	topsoil	65'
12	64	clay	
64	85	decomposed granite	
TOTAL DEPTH <u>85'</u>			

Use additional pages necessary to complete log.



PUMP INSTALLATION REPORT

Pump Make _____

Type _____

Powered by _____ HP _____

Pump Serial No. _____

Motor Serial No. _____

Date Installed _____

Pump Intake Depth _____

Remarks _____

WELL TEST DATA WITH PERMANENT PUMP

Date Tested _____

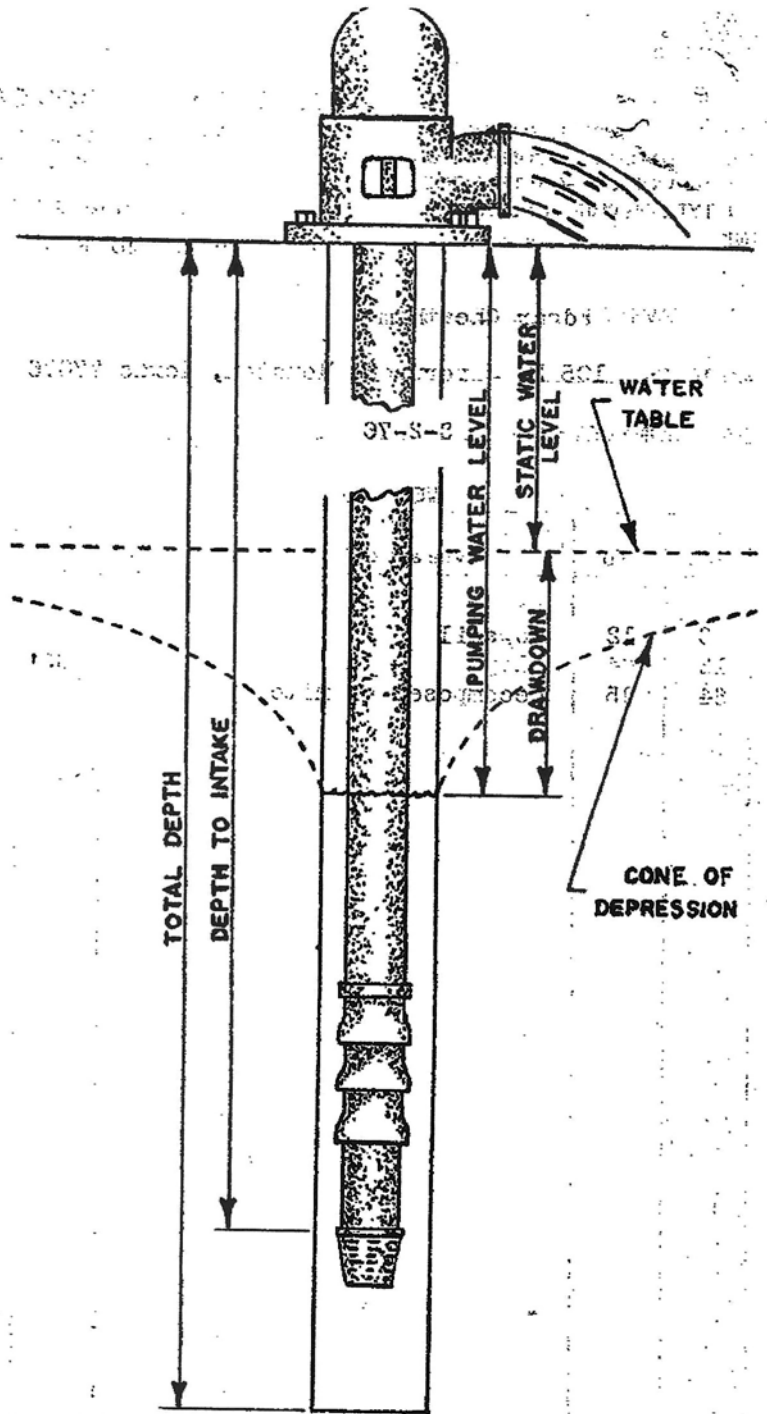
Static Water Level Prior to Test _____

Length of Test _____ Hours

Sustained yield (Metered) _____ GPM

Pumping Water Level _____

Remarks _____



CONTRACTORS STATEMENT

The undersigned, being duly sworn upon oath, deposes and says that he is the contractor of the well or pump installation described hereon; that he has read the statement made hereon; knows the content thereof, and that the same is true of his own knowledge.

Signature: *M J Sullivan*

License No. 746

State of Colorado, County of Front

SS

Subscribed and sworn to before me this 9th day of Sept, 1976.

My Commission expires: Jan 9, 1977

Notary Public: *[Signature]*

FORM TO BE MADE OUT IN QUADRUPPLICATE: WHITE FORM must be an original copy on both sides and signed. WHITE AND GREEN copies must be filed with the State Engineer. All listings are offered in compliance with the Federal Fair Housing Act. The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the Buyer/Driller.



DECLARATION OF PROTECTIVE COVENANTS

ROSITA HILLS, LTD

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS the Declarant, ROSITA HILLS, LTD, hereinafter sometimes called Rosita Hill Property Owners Association, is the OWNER of all the following described property situate in the County of Custer and State of Colorado, to-wit:

ROSITA HILLS Subdivisions No. 2, 3 and 4(&5)

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deed to tracts in ROSITA HILLS Subdivisions No. 2, 3 and 4, hereinafter called ROSITA HILLS, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said tracts that said tracts, in addition to the ordinances of the County of Custer, Colorado, shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to wit:

1. **Building Type and Use:** All tracts shall be known and described as western ranch tracts and shall be used for ranches, residential homes and country estate/leisure-time homes except that one or more tracts may be used for the erection of a country club, community center or other similar establishments for the benefit of all owners of tracts in ROSITA HILLS, except tracts 13, 14, 15, 17, 18, 20, 21, 22, 23, 24 and 25 which may also be used for condominiums, and except tracts 8, 9, 10, 11, 12, 16 and 19 which may also be used for mobile homes. Furthermore, tracts 1, 2, 3, 4, 5, 6, 7, 61, 62, 63, 64, 65, 120, 121, 154, 155, 156, 157, 159 and 161 may be used for commercial enterprises subject to the approval of the Architectural Committee. Only dwellings not to exceed three (3) stories in height and a private garage and/or carport shall be erected, altered, converted, placed or permitted to remain on ROSITA HILLS. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the existing house, shall be permitted subject to approval by the Architectural Committee.

2. **Dwelling Size:** The ground floor area of the main structure exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

3. **Building Location:** No building shall be erected nearer than thirty (30) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building. Should building setback requirements of Custer County exceed the above stated distances, the requirements of the County shall prevail except that a property owner may seek a variance from the County to reduce these requirements to those stated above in this paragraph.



4. **Exceptions to Setback Restrictions:** Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties as shall be determined by the Architectural Committee and shall be in compliance with the prevailing zoning regulations. No construction of this type may be erected without written approval of the Architectural Committee. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above.

5. **Temporary Residences:** Except as hereinbefore provided, no structure of temporary character, mobile home, camper, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently; provided, however, Rosita Hill Property Owners Association may grant a permit for such use and location during the construction phase of the permanent dwelling, and for vacation camping and vacation use, such permit to be in writing and with a time limitation.

6. **Time of Construction:** Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure which has been previously approved by the Architectural Committee, construction of that particular structure, wall, fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except that Rosita Hill Property Owners Association may extend the time of construction for additional periods under unusual circumstances. Such time extensions shall be in writing.

7. **Easements:** Easements for installation and maintenance of utilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for use, service and maintenance.

8. **Obstructions to Vision at Intersections:** No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

9. **Nuisances:** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

10. **Refuse and Rubbish:** Rubbish, junk, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, junk, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

11. **Clothes Drying Area:** Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than sixty (60) feet from the side street line.

12. **Signs:** All signs displayed upon any of the premises or tracts must be first approved by Rosita Hill Property Owners Association or by the Architectural Committee. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. Rosita Hill Property Owners Association reserves right, however, to require modification or removal of such signs if deemed not in keeping with the area and subdivision décor.

13. **Water and Sewage:** All water wells and sewage disposal systems placed upon any tract shall comply with the requirements of the State of Colorado Health Department. No septic tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official or the 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. 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 yielding at least 80% clean effluent.

14. **Animals:** No animals or livestock of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each 1.5 acre of land owned may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than sixty (60) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Architectural Committee and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole.

15. **Clearing of Trees:** There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices. In no event shall more than 60% of the trees on any tract be cut down, cleared or killed without approval of the Architectural Committee.

16. **Rights of Property Owners Association:** The Rosita Hills property Owners Association, incorporated in the state of Colorado and having received assignment by the Rosita Hill Property Owners Association of all the Rosita Hill Property Owners Association's rights pertaining to the subdivisions for which these covenants are recorded, shall have the right to amend or revoke any of these covenants in accordance with the following procedures:

- a. All amendments and/or changes must be approved by the vote of two thirds of those members of the Rosita Hills Property Owners Association who are in good standing with respect to dues and/or assessments as defined by the By Laws of the Association and who attend the annual membership meeting or any special membership meeting called in accordance with the By Laws of the Association or who send their proxy to the Secretary of the Association on or before the date of said meeting, and,

- b. The Secretary of the Association shall have sent written notice of proposed amendments or changes via the U.S. Postal Service postmarked not less than thirty (30) days prior to the meeting date, and,
- c. Upon approval by the membership as described above, the Secretary of the Association shall submit said amendments or changes for recording by the proper governmental entity.

17. **Term of Covenants:** These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) 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 tracts has been recorded, changing said covenants in whole or part.

18. **Architectural Committee:**

- a. **Purpose:** To assure, through intelligent architectural control of building design, placement and construction, that ROSITA HILLS shall become and remain an exclusive, attractive residential community, and to uphold and enhance property values.
- b. **Membership:** The Architectural Committee is composed of five (5) persons appointed by Rosita Hills Property Owners Association, provided, however, that after the erection of five (5) complete dwelling units within the ROSITA HILLS the owners of said units may, at their option, elect three (3) members of said committee. Term of membership on the committee is two years, after which time re-elections are held. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor except that Rosita Hills Property Owners Association will be represented on the committee until ninety (90) percent of the tracts in ROSITA HILLS are sold and until five (5) complete dwellings have been erected. Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
- c. **Authority:** No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any tract until the construction plans and specifications to include materials to be used and exterior color and a plan showing the location of the structure have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to other structures planned, to topography and to finished grade elevation. Disapproval of plans and specifications may be based on any ground including purely aesthetic grounds. The Architectural Committee shall collect fees established by the membership of the Rosita Hills Property Owners Association to be charged for a review of plans submitted by property owners in compliance with the provisions of these covenants. The Architectural Committee shall keep a record of all fees collected and shall turn the fees together with a listing of them over to the Treasurer of the Rosita Hills Property Owners Association for deposit into the Association's general fund on or before the last day of each month. Members of the Architectural Committee shall have the right of entry onto all property in these subdivisions and/or into any dwelling under construction as may be necessary in fulfillment of their functions. No building shall be considered as completed until it has been inspected for compliance with plans and specifications previously approved by the Architectural Committee.
- d. **Procedure:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in

any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants herein requiring approval by the Architectural Committee shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed.

19. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Rosita Hills Property Owners Association further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

All costs and expenses including reasonable attorney's fees incurred by the Rosita Hills Property Owners Association in enforcement of the provisions of these covenants shall be reimbursed by the property owner(s) determined to be in violation of these covenants by a Court of Law within the State of Colorado.

Such reimbursement shall be paid in legal tender, money order or certified check to the Treasurer of the Rosita Hills Property Owners Association within sixty (60) days or less from date of judgment or decree of the Court. If reimbursement is not received within said time period, the Rosita Hills Property Owners Association shall have the right to file a lien against the real property involved in the enforcement action.

20. **Subdivider May Assign:** ROSITA HILLS, LTD may assign any and all of its rights, power, obligations and privileges under this instrument to any corporation, association or person. In accordance with this paragraph, the Subdivider has assigned its rights, powers and privileges to the Rosita Hills Property Owners Association by written declaration dated Dec 30, 1982 and recorded with Custer County Recorder, State of Colorado Reception No. 131837 Book No. 185 Page No. 977.

[signed]

[notarized]