

498 Bull Domingo Ln - Westcliffe, CO 81252 - Custer County- SE

MLS: 2516172 - SFB - Active - \$575,000

MLS #: 2516172 **File #:**
Status: Active **Status Changed:** 01/02/2024
List Price: **\$575,000** **Org. List Price:** \$610,000
Listing Type: For Sale **Property Type:** Single Family Building
Style: 2 story above ground **Zoning:** Rural residential
Subtype: CC&R's-Yes, Site Built, HOA-No
HOA/Month: 0.00 -- Includes:

**General Listing Information:**

Beds: 2 **Sq Ft Total:** 1,984 **Acres:** 1.8
Full Baths: 2 **Sq Ft Main:** 1,344 **Lot Sq Ft:** 78,408
1/2 Baths: 0 **Sq Ft Upstairs:** 0 **Lot Dim:**
3/4 Baths: 0 **Sq Ft Downstairs:** 640 **Frontage:**
Garage: 2 Attached, Auto Door(s), Remote O **Depth:**
Garage Sq. Ft.: 614 **Sq Ft Other:** 0 **Yr Built:** 2010
Carport: 0 **Sq Ft Unfinished:** 0 **Yr Remodeled:** 2022
Levels: 2 (2 above ground) **Sq Ft Source:** Assessor **Total Rooms:** 11
Finance Terms: Cash, Conv., FHA-203(b) Std., VA **Bsmt Type:** Finished **Main Bdrm Lvl:** Main

Floorplan & Room Dimensions:

Level	Name	Dims	Ceil.	Remarks
Main	Bath Full	15x7.3		
Main	Dining	12x17		
Main	Kitchen	12x17		
Main	Laundry	7.3x12.2		
Main	Living	16x17		
Main	Main Bedroom	16.6x13.4		7.8 x 9.2 closet

Level	Name	Dims	Ceil.	Remarks
Main	Pantry	7x7		
Lower	Bath Full	6x9		
Lower	Bedroom	13x14		
Lower	Family	17x18		
Lower	Office	12x7.5		

Location Information:

Address: 498 Bull Domingo Ln - Westcliffe, CO 81252 - #: 58 **Elem. School:** Custer County
Area: Custer County- SE **Section:**
County: Custer **Range:** **Middle School:**
Subdivision: Rosita Hills **Township:** **Jr High School:** Custer County
Gate #: **Tax APN #:** 0010215955 **High School:** Custer County
Legal Desc.: Lot 58 Correction Plat for Rosita Hills #1 **Taxes Annual:** \$1,455.50 **GPS:** N38° 5.138' W105° 21.469'
Directions: From Westcliffe, Hwy 69 S to left on Rosita Rd (CR 328), right on Rosita Hills Drive, left on Gabbert, immediate right onto Bull Domingo Lane, follow to end, sign. 38.08563850 -105.35781490

Construction Information:

Exterior Constr: Frame, Stucco **Roof Type:** Metal **Foundation:**
Heating: Electric, Propane- Other, Wood Burn **Air Cond.:** None

Comments/Remarks: Mountain Top Location in Rosita Hills

Public Remarks: WANT GIGANTIC VIEWS and a gorgeously remodeled home at the end of a mountain-top cul-de-sac? If so, be sure to add this to your showing list! The Sellers have done some serious remodeling, with an open floor plan, a large primary remodeled suite, a cozy loft, and a fabulous chef's kitchen. Upstairs you'll enjoy the wood-burning fireplace, central to the kitchen, living, and dining rooms. An additional loft sleeping area is accessed by an artistic staircase just off the living area. The custom kitchen has a large center island, beautiful backsplashes, and a large pantry. Downstairs you'll find another living area, set up for entertaining with a television, a bar area and wine fridge, a 2nd bedroom, a full bathroom, and an office. The attached 2-car garage is oversized with plenty of room for large vehicles and workshop/storage space. The sellers installed a 16 x 16 outdoor deck with a covered pergola, great for entertaining or enjoying the views! An extensive list of all remodel work is available, please don't hesitate to call and ask for further information. Furniture negotiable.

Utilities Services:

Utilities: Legal Access: Yes, Phone: Cell Service, Phone: Land Line, Power: Line On Meter, Septic: Has Tank, Water: Private Well (Drilled)

Features:

Features Prop.: Access- All Year, Cul-de-sac, Deck(s), Landscape- Partial, Out Buildings, Patio- Covered, Patio- Uncovered, Trees, View of Mountains
Features Int.: Ceiling Fans, Flooring: Carpet, Flooring: Tile/Clay, Flooring: Wood (Hardwood), Vaulted Ceilings, Walk-in Closets, Window Coverings, Wood Burning Stove
Appliances: Dishwasher, Oven/Range, Refrigerator, Washer & Dryer, Water Heater

Listed By: Kimberly Powers - Summit & Main Realty Group

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



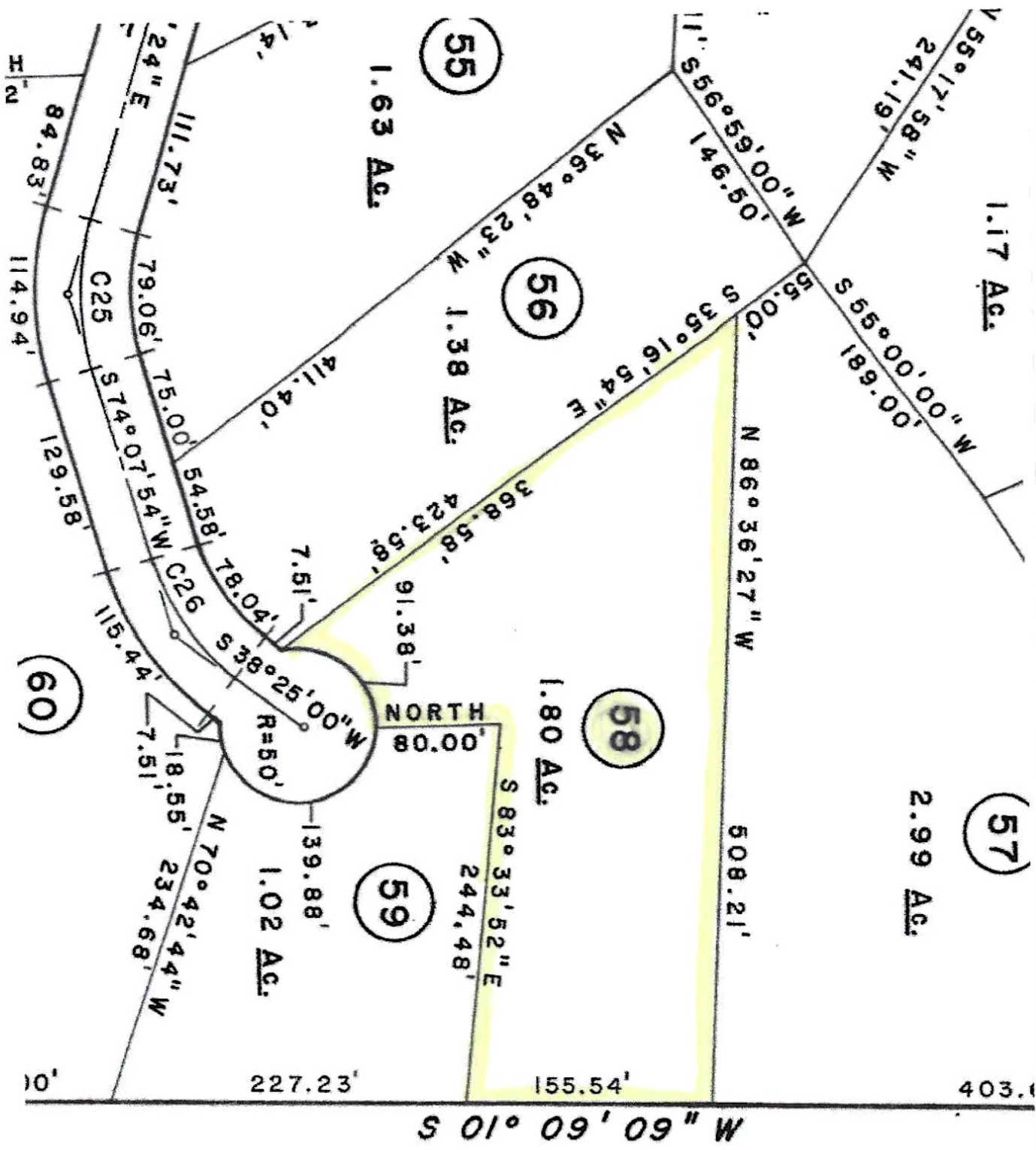
MLS #: 2516172 continued...

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

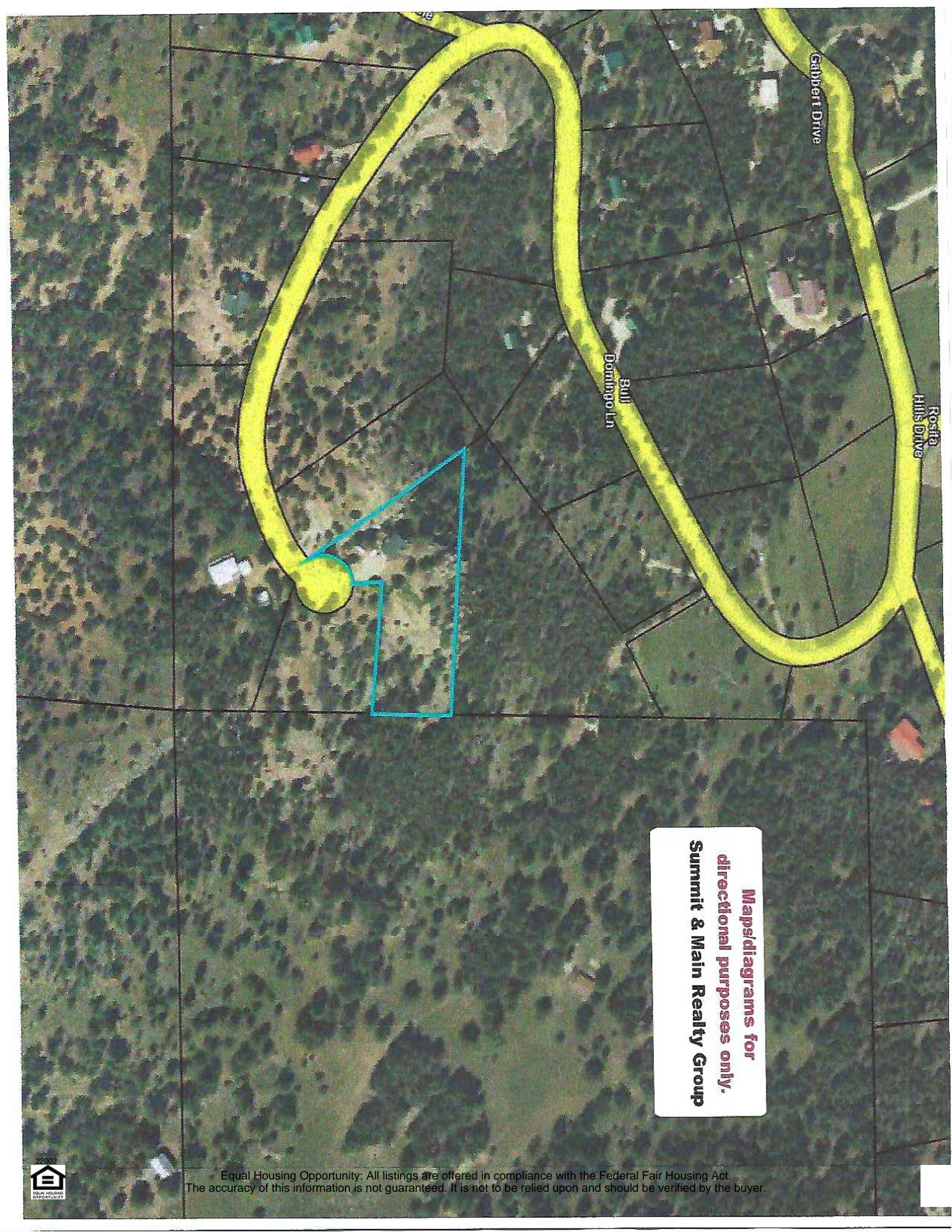
Office: (719) 792-9108
www.summitandmain.com



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.





Gilbert Drive

Rosita Hills Drive

Bill Domingo Ln

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



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498 BULL DOMINGO LANE**PROPERTY FEATURES**

New paint entire house
New shed 8 x 12 (2022)
No HOA
County-maintained road
Mail delivery to house
Spray foam - upstairs and attic
New gas line for stove
On-demand hot water heater
Propane stove less than 3 years old
New kitchen backsplash
Electric baseboard
High-quality windows
New flooring (2022-2023) engineered
hardwood
Reconfigured office
Remodeled bathrooms (lower 2022,
upper 2023)
Added staircase to loft
Added steps off front deck
Party deck / entertainment area with
anchored pergola
Bar / entertainment area lower level
Stone fireplace
New wood mantel

INCLUSIONS

Wine fridge
Washer / Dryer
Refrigerator
Stove
Hot Water Heater
Propane stoves (1 new, 1 old, still works)
Wood rack with covers
Wood stove

EXCLUSIONS

Deck furniture
TV in living room
StarLink components
Sellers' personal property



CUSTER COUNTY PERMIT FOR
INSTALLATION OF INDIVIDUAL
SEWAGE DISPOSAL SYSTEM

102-15-955

S08042802

Issue Date: 4/28/2008

Ronald Fischer
842 N. Litchfield
Wichita, KS 67203
(316) 262-7892

Design Engineer: Tom Grethel
1128 Main
Canon City, CO 81212

Engineer Job Number: 07SEP005CC

Septic Contractor: Buffum Applicant: Owner
Permit type: Installation System type: Engineer design
Property address: 498 Bull Domingo Lane
Legal: Rosita Hills 1, Lot 58

Lot size: 1.8 acre Number of people: 6 Number of bedrooms: 3

Accessories Garbage disposal: Yes Clothes washer/ Dishwasher: Yes

This septic will serve a Dwelling Water: Private Well

Number of Infiltrators: 38 Quick 4 - 60 Quick 4
63

Size of Leach field if pipe and gravel: 966 sq ft

Comments: Hit rock, will have to dig leach field out of the rock a minimum of 5 feet suitable clean fill under pipe or infiltrators and a minimum of 10" of suitable clean fill on top i.e., no clay or shale.

I hereby certify that I have installed this system as designed:



Licensed Contractor

8-19-08

Date

I hereby certify that this system was installed as designed:



Design Engineer
Seal

8/25/08

Date

Date variance granted: 4/28/2008

Date landowner acknowledgment received: 5/8/08

Amount use tax paid: \$31.75

Date: 8/19/08



22002

Equal Housing Opportunity

Final approval date: 9/2/08

The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.

Form No
11/90
Rev 2/94

WELL CONSTRUCTION AND TEST REPORT
STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

For Office Use GWS-31
GWS 31-91-01 REV 2/94

RECEIVED

FEB 19 2008

WATER RESOURCES
STATE ENGINEER
COLO

1. WELL PERMIT NUMBER: 276000
2. OWNER NAME(s): Fischer, Ronald D
Mailing Address: 842 N. Litchfield Ave
City, St. Zip: Wichita, KS 67203
Phone: 316-262-7852
3. WELL LOCATION AS DRILLED: SE 1/4, SE 1/4, Sec.31, Twp 22S, Rng. 71W, 6th PM
DISTANCE FROM SEC. LINE:
350 ft. from South Sec. line and 325 ft. from East Sec. line. OR:
(north or south) (east or west)
UTM Coordinates (Meters, Zone: 13, NAD83) Easting: Northing:
SUBDIVISION: Rosita Hills LOT: 58 BLOCK: FILING: 1
4. GROUND SURFACE ELEVATION: ft. DRILLING METHOD Air Percussion
DATE COMPLETED: 12/15/2007 TOTAL DEPTH: 530 FT. DEPTH COMPLETED: 525 FT.
5. GEOLOGIC LOG:

Depth	Description of Material	Water Loc
0	32 Rhyolite Tuft	
32	180 Rhyolite / Andesite Clay	
180	206 Perolite Clay	
206	250 Blue Rhyolite Hard <1	
250	320 Rhyolite Tuft	
320	470 Altered Perolite w/some Rhyolite	XX
470	490 Perolite	XX
490	500 Fracture Rhyolite w/Brown Silt	
500	530 Perolite	

Remarks: This does not close out permit. Customer reserves the right to drill again while permit is valid

6. HOLE DIAM. (in): FROM: (ft.) TO (ft.)
9 3/4
8 3/4 0 39
8
6 39 530
5 1/2

7. PLAIN CASING:
OD (in) Kind Wall Size From: (ft.) TO (ft.)
6 5/8 Steel .188 +1 39
4 PVC-200 .214 6 465

PERF CASING: Screen Slot Size: .025
OD in Kind Wall Size From: (ft.) TO (ft.)
6 5/8 Steel
4" PVC-40 .237 465 525

8. FILTER PACK 9. PACKER PLACEMENT:
Material: Type:
Size: N/A N/A
Interval: Depth:

10. GROUTING RECORD:

Material: Cement
Amount: 5 Bags w/ 5.5 gallons of water per bag
Interval: 0' - 39'
Placement: Poured & Vibrated

11. DISINFECTION: Type H.T.H. Amt. Used 11 ozs
12. WELL TEST DATA: Check if Test Data is submitted on Supplemental Form
TEST METHOD: Air
Static Level: 152 ft. Date/Time measured: Production Rate 7 G.P. Min
Pumping level: ft. Date/Time measured: Test length (hrs) 2

13. I have read the statement made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13) (a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as class 1 misdemeanor.]

CONTRACTOR: Nequette Drilling Phone: 719-783-2652 Lic No.: 1043

Mailing Address:

P.O. Box 186 Westcliffe, CO 81252 Name/Title: David J. Nequette Driller/Owner Signature: 

Date: 02/08/2008



OFFICE OF THE STATE ENGINEER
COLORADO DIVISION OF WATER RESOURCES
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203
(303) 866-3581

1043

WELL PERMIT NUMBER <u>276000</u>		-	-
DIV. 2	WD 13	DES. BASIN	MD

APPLICANT

RONALD D FISCHER
842 N LITCHFIELD AVE
WICHITA, KS 67203-

(316) 262-7852

Lot: 58 Block: Filing: 1 Subdiv: ROSITA HILLS

APPROVED WELL LOCATION

CUSTER COUNTY
SE 1/4 SE 1/4 Section 31
Township 22 S Range 71 W Sixth P.M.

DISTANCES FROM SECTION LINES

350 Ft. from South Section Line
325 Ft. from East Section Line

UTM COORDINATES (Meters, Zone:13,NAD83)

Easting: Northing:

PERMIT TO CONSTRUCT A WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

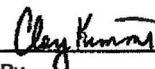
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this 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.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a residential site of 1.80 acre(s) described as lot 58, filing 1, Rosita Hills Subdivision, Custer County.
- 4) The use of ground water from this well is limited to ordinary household purposes inside one single family dwelling. The ground water shall not be used for irrigation or other purposes.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

NOTE: This permit will expire on the expiration date unless the well is constructed by that date. A Well Construction and Test Report (GWS-31) must be submitted to the Division of Water Resources to verify the well has been constructed. An extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://www.water.state.co.us/pubs/forms.asp>

APPROVED
CDK


For State Engineer


By

Receipt No. 3623372

DATE ISSUED 11-19-2007

EXPIRATION DATE 11-19-2009



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 Subdivision No. 1

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 Subdivision No. 1, 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 98-112 which may also be used for condominiums, and except tracts 31-35 which may also be used for mobile homes. 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]

