

**DECLARATION OF COVENANTS CONCERNING**

**EASEMENTS FOR**

\_\_\_\_\_  
(type of easement)

\_\_\_\_\_  
(name of subdivision)

THIS DECLARATION OF COVENANTS is made as of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_<sup>1</sup>, herein the "Declarant".

**DEFINITIONS**

**Easement** means and includes the land shown and dedicated on the plat of the Subdivision, or otherwise granted or dedicated in or outside of the Subdivision, for landscaping, drainage, storm water detention, streets, sidewalks, or utility purposes that serve or benefit the Subdivision. Easements granted or dedicated outside of the Subdivision are described in the attached Exhibits ("B", "C").

**Facilities** means and includes \_\_\_\_\_<sup>2</sup>, located in an Easement.

**Lot** means a lot or other designated parcel of land within the Subdivision other than Easements.

**Lot Owner** means and includes all persons and entities having any right, title or interest in and to a Lot, or any part thereof.

**Subdivision** means the \_\_\_\_\_<sup>3</sup>.

**Subject Property** means the real property located in Pueblo County, Colorado and described in the attached Exhibit "A".

**RECITALS**

A. Declarant is the record owner of, and has fee simple title to the Subject Property.

\_\_\_\_\_

1. Insert name and address of property owners.
2. Describe all improvements, the repair, maintenance, and replacement of which are not the obligation of the City nor any provider of utility services.
3. Insert name of subdivision.

- B. Declarant intends to or has subdivided the Subject Property and platted the Subject Property as the Subdivision.
- C. Declarant desires to provide for the orderly development of the Subdivision and to insure the proper installation, maintenance and repair of the Easements and Facilities.

NOW THEREFORE, Declarant declares that the Subject Property and all Lots within the Subdivision shall be held, transferred, sold, conveyed, occupied, and used subject to the following covenants, conditions, and restrictions:

**1. Purpose.** The purpose of the covenants and provisions of this Declaration of Covenants is to insure the proper and orderly development of the Subject Property and to provide a reasonable method to maintain and repair the Easements and Facilities to the benefit of all the Lots within the Subdivision.

**2. Covenants**

- (a) Declarant shall install the Easements and Facilities in accordance with the plans and specifications therefore approved by, and on file with the City of Pueblo. Declarant shall record this Declaration of Covenants in the office of the Pueblo County Clerk and Recorder contemporaneously with but immediately after the recording of the plat of the Subdivision.
- (b) Each Lot Owner shall be primarily responsible for maintaining the Facilities in good working order and condition and for the repair and replacement of the Facilities located in an Easement on or adjacent to such Lot Owner's Lot; provided, however, that all Lot Owners shall be jointly and severally liable for maintaining the Facilities in good working order and condition and for the repair and replacement of the Facilities.
- (c) The City of Pueblo is granted the right at its option (but not the obligation) to inspect, control, repair, maintain and replace the Facilities and to recover all costs and expenses thereof plus an administrative charge of 15% from the Lot Owners. All such City's cost and administrative charge shall become a perpetual lien on all the Lots within the Subdivision upon recording in the office of the Pueblo County Clerk and Recorder a statement of lien setting forth City's cost and describing the Lots signed by the City's Director of Public Works. Failure of the City to inspect, control, repair, maintain or replace the Facilities shall not subject the City of Pueblo to any liability for such failure.

**3. Binding Effect.**

Each of the covenants and provisions of this Declaration of Covenants shall run with the Subject Property and Lots within the Subdivision, and shall forever be binding upon and inure to the benefit of all Lot Owners and their respective heirs, personal representatives, successors and assigns.

**4. Enforcement.**

- (a) The covenants and provisions of this Declaration of Covenants shall be enforceable at law or in equity by any Lot Owner or the City of Pueblo against any person or entity violating, attempting to violate, or not complying with any of the covenants and provisions of this Declaration of Covenants.
- (b) Failure of any Lot Owner or the City of Pueblo to enforce any of the covenants or provisions of this Declaration of Covenants shall in no event constitute or be deemed to constitute a waiver of the right to do so thereafter, and shall not subject any Lot Owner or the City of Pueblo to any liability for failure to enforce.
- (c) The enforcing party may seek and recover damages or injunctive relief or both. In the event of any action or litigation arising out of or to enforce this Declaration of Covenants, the Court shall award the prevailing party its costs and expenses including reasonable attorney fees. Venue for any such action shall be in the District Court In And For the County of Pueblo, State of Colorado, and for purposes thereof, Declarant and all Lot Owners agree to submit to the jurisdiction of that Court.

**5. Survival.**

Invalidation of any one of the covenants or provisions of this Declaration of Covenants whether by final judgment or court order shall not affect any of the remaining covenants or provisions, which shall remain in full force and effect.

**6. Modification.**

Neither this Declaration of Covenants nor any of the provisions hereof may be cancelled, terminated, amended or modified without the prior written consent of all the Lot Owners and the City of Pueblo.

