

Sangre de Cristo Ranches Covenants

The Sangre de Cristo Ranches Covenants were established when the lots were originally offered for sale by Forbes Trinchera Ranch.

Although all of the lots have now been sold to private landowners, the covenants still apply. As the document below states:

“...such covenants shall run with the land and shall inure to and pass with each and every parcel or lot therein and shall apply to and bind the respective owners, their successors and assigns.”

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Sangre de Cristo Ranches Inc. (Declarant) is the owner of that certain property described as Sangre de Cristo Ranches as shown by the plat thereof recorded in the records of Costilla County, Colorado. Declarant intends to sell, dispose of and convey the lots as set forth and delineated on such plat, and desires to subject all of said lands and the lots comprising said lands to the protective covenants, conditions, restrictions and reservations hereinafter set forth and referred to as “covenants”.

NOW, THEREFORE, Declarant does hereby establish a general plan for the protection, maintenance, development and improvement of said land and such covenants are for the mutual benefit of all lots now comprising said land, and Declarant has fixed, and does hereby establish the covenants upon said land for the mutual benefit of the lots comprising said property and of each owner thereof, and such covenants shall run with the land and shall inure to and pass with each and every parcel or lot therein and shall apply to and bind the respective owners, their successors and assigns.

SAID COVENANTS ARE AS FOLLOWS:

1. Said land shall be used for residential purposes only and no residential building shall house more than one family. No building erected on said land shall be erected nearer than (30) thirty feet to any boundary along a street or nearer than (25) twenty five feet to any of the other boundary lines of said lot. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building. No lot is to be re-subdivided into smaller tracts or lots or conveyed or encumbered in any size less than the full dimensions shown on the recorded plat.
2. No main residential structure shall be permitted on any lot, the habitable floor space of which, exclusive of basements, porches and garages is less than 600 square feet in case of a one-story residential structure and not less than 800 square feet habitable floor space in case of a two-story dwelling structure. Appropriate ancillary buildings with no minimum dimensions in keeping with the architecture of the principal building shall be permitted; however, that no used or previously erected or temporary house, structure, or non-permanent out building shall be placed, erected or allowed to remain on any of the land except during construction periods and no dwelling house shall be occupied in any manner prior to it's completion.
3. No animals or poultry shall be kept on said lands except ordinary household pets belonging to the household. Other animals such as horses, cows or poultry may be kept only with prior written permission of Declarant.

4. Any building erected upon said lots, which is constructed of wood, stucco, cement or metal shall be painted or stained on the exterior, or shall have the color mixed in the final coat.

5. Once construction shall have been initiated on any structure, including walls, fences, residence, ancillary buildings or other structure, 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. Such time periods may be extended under unusual circumstances in the discretion and with the written approval of Declarant.

6. No sewage disposal system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used in any tract unless fully approved as to design, capacity, location, and construction by all proper public health agencies of the State of Colorado and in the County of Costilla and also by Declarant.

7. Said land shall not be occupied or used for any commercial or business purposes nor for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any of the surrounding lands including the disposal of trash and junked cars.

8. All zoning and other laws, rules and regulations of ant government under whose jurisdiction said land lies are considered to be part hereof and enforceable hereunder and all owners of said lands shall be bound by such laws, rules and regulations.

9. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant.