



**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
JOHNSON ESTATES**

**KNOW ALL PERSONS BY THESE PRESENTS:**

*December 23, 2021*

THAT DELROY L. JOHNSON and JANET M. JOHNSON, hereinafter collectively referred to as "Declarant", is the owner of the property legally described in **Exhibit A** attached hereto and known as JOHNSON ESTATES, situated in the County of El Paso and State of Colorado (the "Property") (each individually platted lot shall be referred to as a "Lot").

Declarant hereby subjects the Property to the covenants set forth in this Declaration as follows:

1. **INTENT AND USE.** It is the intent of this Declaration to protect the value and attractiveness of the Property in keeping with the right of Owners to enjoy their Lots free of nuisances, undue noise, and danger. The Property is for residential use, not to preclude home offices.

2. **DEVELOPMENT STANDARDS.** Only one (1) residential dwelling may be constructed on each Lot, with a minimum floor area of one thousand five hundred (1,500) square feet, not including garages. Exteriors of all structures must be of natural colors. Each structure must be more than seventy-five (75) feet from the Private Road (defined below) and must be more than two hundred (200) feet from the existing right of way from US. Highway 83. On Lot 2, the 100 feet next to its east property line shall be left in its natural state, with no structures, fence, parking, driveways, animals, etc. allowed.

3. **COMPLETION OF CONSTRUCTION.** Construction of a dwelling and any other structure must be completed within twelve (12) months after issuance of a building permit for the same. No building material of any kind may be stored upon any Lot except in connection with construction of the dwelling unit. Construction shall be promptly commenced and diligently pursued as soon as any building materials are placed on any Lot.

4. **NOISE POLLUTION.** Noise pollution is offensive, constitutes a nuisance and precludes Owners' quiet enjoyment of their Lots within JOHNSON ESTATES. Vehicles and equipment such as go-carts, snowmobiles, all-terrain vehicles (ATV'S), motorbikes, etc., may be operated only on the Owner's Lot or the Private Road, provided they do not create a nuisance or safety hazard, or damage any property. Amplified sound from vehicle radios, boom boxes or lengthy operation of noisy equipment or vehicles other than in the home construction and property maintenance is not in keeping with the natural, quiet environment intended for JOHNSON ESTATES. Consideration for neighbors is an important element. Excessively barking dogs, discharge of powdered firearms except for defense purposes, or use of fireworks is prohibited. This covenant does not preclude the operation by licensed vehicle operators of licensed vehicles driven in a safe manner to and from their Lots consistent with applicable laws.

5. **EASEMENTS.** The "Private Road" established on the recorded plat of JOHNSON ESTATES is an easement for ingress, egress, and utilities for the benefit of all Lot Owners. The Private Road shall have a speed limit of 25 mph. The Owners of Lot 1 (the "Maintenance Manager") shall initially be responsible for maintenance and snow removal on the Private Road. The cost of such maintenance and snow removal shall be shared equally by all Lots which have a completed dwelling unit located on them. The Maintenance Manager will, from time to time, deliver invoices to Owners of Lots with a completed dwelling unit, for that Lot's share of Private Road maintenance costs, which invoice will be payable within thirty (30) days after its receipt. Any such invoices which are not timely paid shall accrue interest at the rate of eighteen percent (18%) per annum from the date due, and shall be secured by a lien on the non-paying Owner's Lot, which lien may be foreclosed on in accordance with Colorado law, and which will also secure the payment of the Maintenance Manager's costs and attorneys' fees incurred in foreclosing the lien. At any time, the Maintenance Manager may assign its rights and obligations hereunder to another Lot Owner by written agreement recorded in the records of El Paso County, Colorado, and referring to this Declaration.

6. **ANIMALS.** Commonly accepted domesticated pets may be kept on a Lot in accordance with this Section. No animals shall be left unattended on any Lot. No horses, livestock, pigs or goats of any kind may be raised, bred or kept upon any Lot. An aggregate number of not more than four cats or dogs (which must not be allowed to run loose off the Lot) may be kept on a Lot. No animal of any kind shall be permitted which makes an unreasonable amount of noise (including barking) or odor or is otherwise a nuisance. The Owner of a Lot upon which an animal is kept is responsible for payment of any and all damage caused to the property of others. Owners are responsible for cleaning up after their animals on any portion of the Property.

7. **WATER.** Water shall be furnished by individual wells, installed at the expense of the Lot Owner. All wells and water usage will comply with the Declaration of Restrictive Covenants recorded at Reception No. 203163099, records of El Paso County, Colorado, including compliance with the Water Decree referred to therein and the filing of any reports required by the Water Decree. A permit to install a septic system must be obtained from the El Paso County Health Department. Sewage disposal systems shall comply with state and county requirements.

8. **REFUSE, RUBBISH AND EQUIPMENT/MATERIAL STORAGE.** Rubbish, trash, garbage and other waste shall be kept and disposed of in a sanitary manner, and containers shall be kept in a clean, sanitary condition. Equipment and other material of a detached or non-permanent nature shall be properly segregated and organized upon the Lot in such manner as not to be visually objectionable. Normally, it shall be stored and covered or screened to the rear of buildings away from roads. Junk and litter are not permitted.

No Lot shall be used for the storage of junked, wrecked and dismantled vehicles unless kept within an enclosed building. No Lot shall be used for the storage or sale of used cars or other equipment.

9. **PRESERVATION OF VEGETATION AND LANDSCAPING.** Dwellings and other structures shall be located on Lots so as to minimize damage to existing natural growth. The Lots shall be maintained in their natural state as nearly as possible. All landscaping must be installed within nine (9) months after completion of the dwelling. All Lots and any structures thereon must be regularly maintained to retain a neat and attractive appearance. Each Lot Owner will comply with pine beetle mitigation as recommended by the Colorado State Forestry Department, including removing infected trees or spraying appropriate insecticides prior to mid-June every year. No wood chipping or other beetle attracting wood operations shall be done from May-August. Lot Owners are responsible for fire mitigation on their Lots, including removal of dead trees but, other than as reasonably required for construction of a residence and driveway, no healthy trees will be removed.

10. **OPEN FIRES.** No open fires will be permitted but propane or charcoal grills are permitted if operated in a safe manner away from fire dangers.

11. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon to cause annoyance, discomfort, or a nuisance in the neighborhood. No offensive or hazardous activity shall be permitted on any Lot or in any dwelling. No annoying lights or odors shall be permitted to come from any portion of a Lot. No activity shall be permitted which will generate a noise level sufficient to interfere with the quiet enjoyment of persons on any adjoining or nearby Lots.

12. **RESTORATION.** If any structure on a Lot is destroyed in whole or in part, it must be rebuilt and/or all debris must be removed and the Lot restored to a safe and attractive condition. Such restoration must be commenced within thirty (30) days after the damage or destruction occurs and thereafter diligently pursued to completion within a reasonable time, not to exceed ten (10) months after the date the damage occurred.

13. **RIGHTS OF DECLARANT.** Declarant, their heirs, successors or assigns, expressly reserves the right to amend or revoke any provision of this Declaration then in existence. But no such amendment or revocation shall apply to Lots that are sold prior thereto without the written consent of a majority of the then Owners of any such Lots.

14. **TERM OF COVENANTS.** These covenants and restrictions are to run with the land and shall remain in full force and effect for fifteen (15) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated at any time by a two-third (2/3) majority vote of all Owners (one vote per Lot). Any amendments shall be recorded in the records of El Paso County, Colorado.

Owners in JOHNSON ESTATES expressly agree to abide by injunctions without necessity of bond in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to enforce a covenant and a violation is established, the violator(s) shall pay and agree to pay all costs of the enforcement proceeding including reasonable attorneys fees. 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 and they shall remain in full force and effect.

15. **PERSONS ENTITLED TO ENFORCE DECLARATION.** The Declarant or any Lot Owner (acting on such Owner's own behalf), shall have the right but not the obligation to enforce any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of this Declaration, and all other rights and remedies provided in this Declaration or available at law or in equity. In any action or proceeding to enforce any provision of this Declaration, the party who prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney fees, costs and expert witness fees.

16. **VIOLATIONS OF LAW.** Any violation of any federal, state or county law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

17. **LIMITATION ON LIABILITY.** The Declarant and any agent or employee of the Declarant shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice.

18. **REPRESENTATIONS AND WARRANTIES.** No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, in connection with any portion of the Property, or any home or structure, its physical condition, availability of water, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless specifically set forth in writing.

19. **GOVERNING LAW.** This Declaration shall be interpreted and governed in accordance with the laws of the State of Colorado. Exclusive venue for any legal proceeding shall be in El Paso County, Colorado.


20. **SEVERABILITY.** Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

21. **RESOLUTION OF QUESTIONS OF CONSTRUCTION.** If any doubt or question arises concerning the true intent or meaning of any of the provisions, covenants, conditions and restrictions contained in this Declaration, the Declarant, for as long as they or an affiliated entity own real property within the Property (the "Interpretive Authority"), shall determine the proper construction of the provisions in question and shall set forth the meaning, effect, and application of the provision in a written document acknowledged by the Interpretive Authority and recorded in the records of El Paso County, Colorado. This determination will thereafter be binding on all parties so long as it is not arbitrary or capricious.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the day and year first written above.

"Declarant"

  
\_\_\_\_\_  
Delroy L. Johnson

  
\_\_\_\_\_  
Janet M. Johnson

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF EL PASO    )

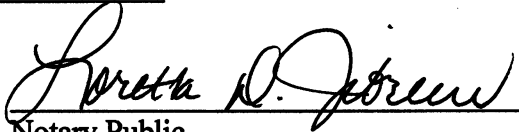
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December 2021, by Delroy L. Johnson and Janet M. Johnson, as Declarant herein.

Witness my hand and official seal.

My commission expires: 10.24.2025

[SEAL]

LORETTA D JIBREEN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19894015550  
MY COMMISSION EXPIRES OCTOBER 24, 2025

  
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Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1 through 4, inclusive, Johnson Estates Filing No. 1, El Paso County, State of Colorado