

PROTECTIVE COVENANTS  
OF  
HOLIDAY ACRES  
ARCHULETA COUNTY, COLORADO

*Sworn to on March 8, 1974 - Recorded May 17, 1974 - Book 137, Pages 103-105, Reception No. 80066.*

Holiday Acres, a partnership, being the owner of the lands described on Exhibit A attached hereto makes and declares the following limitations upon its use, which will run with the land and restrict its use by all future owners.

**PURPOSE:**

*Sworn to on March 8, 1974 - Recorded May 17, 1974 - Book 137, Pages 103-105, Reception No. 80066.* These covenants are made for the purpose of creating and keeping, insofar as possible, Holiday Acres desirable, attractive, and beneficial; to guard against unnecessary interference with the natural beauty and to provide an atmosphere which will be to the mutual benefit and protection of all the owners of tracts in the subdivision.

*Sworn to on March 8, 1974 - Recorded May 17, 1974 - Book 137, Pages 103-105, Reception No. 80066*

*Replaced on November 18, 2019 - Recorded November 19, 2019 - Reception No. 21906878*

1. These covenants are to run with the land, and shall be binding upon all parties and all persons claiming an interest in said property. These covenants and the Holiday Acres community may only be terminated in the manner as provided for and allowed for in the Colorado Common Interest Ownership Act ("CCIOA").

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2. No offensive activity of any kind, such as creating loud noises or offensive odors shall be conducted on any tract. No business or commercial activity of any kind shall be conducted on any tract at any time except a tract which is specifically designated as a commercial or business tract on the subdivision plat.

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3. Except on a designated commercial tract, only single-family residences shall be permitted, plus private garage and outbuildings necessary for the use and benefit of the owner.

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4. Garages and outbuildings shall harmonize in construction and design with the construction and design of the main building.

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5. Butane or propane storage tanks must conform to State regulations, and they or other outbuildings must be located so as not to detract from the appearance of the tract on which located, or other tracts.

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*Amended July 17, 2005 - Recorded August 7, 2005 - Book 144, Pages 425-430, Reception No. 83665*

6. No building, fence, patio, or other structure shall be erected on any tract until the plans and/or specifications have been delivered to Holiday Acres, and the same have been approved by Holiday Acres. Matters to be considered in giving approval shall include position of proposed structure on the tract, types of materials to be used, including footing and foundation materials and design, the general color and appearance of the structure after completion, and the size of the structure. All dwellings must conform to the Uniform Building Code currently in effect and may not be less than six hundred (600) square feet, measured in accordance with accepted appraisal and construction principles, and exclusive of porches and garages. Approval of plans and specifications shall not be unreasonably withheld by Holiday Acres. Any disapproved plans or specifications shall be returned accompanied by a list of specifications of the unsatisfactory items and suggestions for changes or alterations which, if adopted, would be approved. It is the general purpose of Holiday Acres in requiring such approval to provide for the establishment and maintenance of a high standard of architectural design and general construction practices which in turn will assure lasting and stable values for the owners. Approval or disapproval shall be given within thirty (30) days.

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7. Any construction and installation of an individual sewer and/or water system must be approved by the Health Department official having jurisdiction.

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8. No time limit is set within which construction of improvements must begin, however, after the start of construction, a dwelling or other structure must be closed in and weather-proofed within one year.

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*Amended October 25, 1976 - Recorded October 26, 1976 - Book 149, Page 263, Reception No. 86525*

9. No trailer, camper, mobile home, or motor home shall be used at any time as a permanent residence except the use of a trailer, camper, mobile home or motor home may be permitted during the above mentioned one year period permitted for construction and, in addition, may be used for periods of vacation use, but total usage by any one owner may not exceed six (6) months\* in any calendar year.

\* Archuleta County Land Use Regulations (as reflected Feb 2023, ref: 3.2.4.3) require: (1) an approved TUP (Temporary Usage Permit) coinciding with the commencement of an active building permit for construction of a dwelling, (2) Archuleta County Land Use Regulations take precedence over HAPOA Covenant 9, thereby limiting the vacation usage to 120 days with an approved TUP (Temporary Usage Permit).

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10. No part of any structure shall be located nearer than twenty-five (25) feet from the nearest point of any property line of the tract on which it is located.

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11. A ten (10) foot wide easement is reserved along all lot boundaries for the installation and maintenance of utility lines. Such reservations include the perpetual right of ingress and egress for installation, maintenance and replacement of such lines.

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12. No tract may be redivided into a tract smaller than that approved by the applicable State and/or County requirements. In no instance shall a residential tract of less than one acre be permitted.

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13. Domestic house pets shall be permitted but the owner of any and all property upon which pets are kept or maintained shall be responsible for controlling said pets. Domestic farm-type animals may be allowed with the exception of swine. Any farm-type animals kept or brought into the subdivision must be controlled and confined in such a manner as to avoid any nuisance or damage to any other property.

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14. No trees may be cut with greater than a three inch base except the minimum amount necessary for construction of improvements; without the written permission of Holiday Acres. This shall not prevent the establishment of gardens, lawns, and other desirable landscaping and exterior living areas.

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15. Invalidation of any one of these covenants by appropriate legal action shall in no way affect any of the other provisions which shall remain in full force and effect.

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*Replaced on November 18, 2019 - Recorded November 19, 2019 - Reception No. 21906878*

16. On August 29, 1996, after more than sixty (60) percent of the tracts in the above described lands had been sold, the owners of such tracts formed the "Holiday Acres Property Owners Association," ("Association") and incorporated it under the laws of the state of Colorado for the purpose of exercising the functions as set forth in these covenants. Every person or entity who is a record owner of a fee interest in any lot subject to these covenants is a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot, and ownership of a lot is the sole qualification for membership. Membership does not include persons or entities who hold an interest as security for the performance of an obligation, but granting a security interest does not terminate the owner's membership.

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17. The owners have elected to accept the provisions of CCIOA and have elected to be treated as a common interest community under that article. This election was authorized by more than sixty-seven percent of the votes of owners.

*Added on November 18, 2019 - Recorded November 19, 2019 - Reception No. 21906878*

18. The Association has the power to levy assessments as provided for under CCIOA. The assessments shall be used to fulfill the Association's obligations to promote the common benefit and enjoyment of the owners and residents in the Holiday Acres community as may be more specifically defined and authorized from time to time by the Association.

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19. The Association is to maintain and keep in good repair as a common expense the lots identified as GREENBELT on the Plats recorded with the Archuleta County Clerk and Recorder on May 17, 1974 at Reception No. 80067 and subsequently conveyed to the Association by the Bargain and Sale Deed recorded with the Archuleta Clerk and Recorder on July 10, 1998 at Reception No. 98005753, along with any and all other common areas of the community now existing or hereafter acquired by the Association ("Common Area"). This maintenance is to be performed consistent with the standards set by the Association.

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20. These covenants or any plat depicting the land in the Holiday Acres community may be amended by the affirmative vote, written agreement, or any combination of affirmative vote and written agreement of the owners holding at least two-thirds of the total Association vote. If a proposed amendment to these covenants or any plat is to be considered at a meeting of the membership of the Association, notice of the meeting is to state the general subject matter of the proposed amendment. No amendment is to be effective until certified by the Association's president and secretary and recorded in the real property records in Archuleta County, Colorado.

***The above text has been extracted from recorded documents,  
and when amendments replaced complete paragraphs, only the  
amended paragraph appears here.***