

duplicates

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DECLARATION
OF
PROTECTIVE COVENANTS

The undersigned, being the owner of all of the lots located in Country Club Addition No. 3, Filing No. 2, El Paso County, Colorado, the plat for said subdivision being filed in Plat Book 2-2 at Page 35 of the records of El Paso County, Colorado does hereby make the following Protective Covenants applicable to all of the lots located in said subdivision:

1. LAND USE, BUILDING TYPE AND OCCUPANCY. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than three cars, and provided further that split level houses may be permitted in accordance with the restrictions hereinafter set forth.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, added to, or altered on any lot until the complete construction plans and specifications prepared by a licensed architect or building contractor approved by the architectural control committee and a plot plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part B, and said approval of the architectural control committee shall not be unreasonably withheld.

3. DWELLING SIZE. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1500 square feet. Split level houses may be permitted in those instances where the topography, ground contour and finish grade elevations lend the same to the harmony and development of the area and are commensurate with the harmony and exterior design of the other structures in the area only upon approval by the architectural control committee, as provided in Paragraph 2, Part A, and Part B of the Protective Covenants. Split level houses that are approved by the architectural control committee shall have a minimum of 1500 square feet on the top and main floor level of said dwelling and the lower or basement level square footage shall not be included in determining the square footage for split level houses.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded Plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line, provided however, those lots which are corner lots, shall not have houses erected thereon which are nearer than 25 feet to the side or front yard building lines. All interior lots shall have buildings constructed thereon with a side yard of not less than 15 feet from

Office of County Clerk and Recorder
El Paso County, State of Colorado
Certified to be a full, true and correct
copy of record in my office.
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Date 4-28-61
Chuck Broerman
County Clerk & Recorder, El Paso County, CO



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the interior lot line. No dwelling shall be located on an interior lot line nearer than 30 feet to the rear lot line, provided, however, that the above mentioned and referred to corner lots may have buildings erected thereon within 20 feet of the rear lot line. For the purposes of these covenants, steps and open porches shall be considered as a part of a building. In the event applicable El Paso County zoning laws or zoning ordinances of the City of Colorado Springs, which may be applicable to any of the property located within said subdivision, are more restrictive than these covenants on setbacks then building codes shall be applicable to set forth such side yard, front yard and rear yard setbacks for dwellings.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

6. EASEMENTS OR ALLEYS. Easements or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. No buildings, fences or structures of any type shall be built over or across said easements or alleys, but such easements or alleys shall remain open and readily accessible for service and maintenance of said utility and drainage facilities.

7. COMMERCIAL ENTERPRISES. No manufacturing or commercial enterprise, or enterprises of any kind for profit, shall be conducted or maintained upon, in front of, or in connection with any lot or lots, nor shall said lot or lots in any way be used for other than strictly residential purposes.

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. ANIMALS. No person shall be allowed to keep, breed, or raise chickens, turkeys, cows, cattle, horses, sheep or other domestic farm animals, on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs, or other household pets on any lot, provided they are not kept, bred, or raised for any commercial purpose.

10. FENCES AND WALLS. No fence or wall shall be erected, placed or altered on any lot in excess of four (4) feet in height, whether it can be seen through or not, unless approved by the architectural control committee as to height, location, materials and design. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. (Fence or wall as used herein is to include any hedge or shubbery used for such purpose)

11. AERIALS AND ANTENNAS. Outside aerials, antennas, towers or similar structures shall not be allowed unless approved by the architectural control committee as provided in Part B.

12. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other

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outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No lot shall be used for the purpose of storing, either temporarily or permanently, any house trailer, boat trailers, boats or other similar personal property unless such items of personal property be stored entirely within a suitable garage building.

13. DATE OF CONSTRUCTION. Construction of a residence upon each lot must be commenced within one year from the date of the sale by the undersigned to the first purchaser thereof and such construction shall be completed within 18 months after such date. In the event said construction is not so commenced or completed within the aforementioned period of time, the undersigned is expressly granted the option to repurchase the lot so conveyed at its original price less 10% as liquidated damages to the undersigned by reason of the failure of the grantee to perform his obligations under the terms and provisions of these covenants. Such option to repurchase shall commence from the date of the breach of this covenant by the grantee and shall extend for a period of two years after said date. In event such option is not exercised within said period of time by the undersigned, then such option shall be null and void and of no further force and effect. It is the intention of this paragraph that the sale of lots to individual owners shall be for purposes of the construction of single family residence thereon within a reasonable period of time and this covenant shall be deemed an essential part of the consideration for all conveyances made by the undersigned from and after the date hereof.

14. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition and within a closed area. No outdoor burning of trash, garbage or waste shall be permitted on the premises.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 30 inches advertising the property during the construction and sales period.

PART B

ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural control committee is composed of Donald B. Patterson, F. H. Murdock and Dean Chaussee. 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 from the following named alternates to said architectural control committee, Rodney E. Koht and Louis Johnson. In the event of death or failure to act on the part of any member of the original committee and the alternates herein designated, the remaining members shall have full authority to designate a successor or successors. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners

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of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee to restore to it any of its powers and duties.

2. 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 30 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 shall be deemed to have been fully complied with.

PART C

GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. These covenants are for the benefit of all owners of property within Country Club Addition No. 3, Filing No. 2 and these covenants shall not be modified or changed in any manner except by the consent of all owners of property within such subdivision and tax sales, judicial sales or other voluntary sales of property located within said subdivision shall not be deemed to affect any of the provisions of these protective covenants.

2. ENFORCEMENT. In the event of a breach of any of the foregoing covenants or conditions on behalf of any of the grantees, their heirs or assigns, it shall be lawful for the Springs Enterprises, Inc., its successors or assigns, as well as for the owner or owners of any lot or lots in the area, to institute, maintain, and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same for an injunction and specific execution thereof and or to recover damages for the violation thereof.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect; and further, failure to insist upon the enforcement of any one or

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more of the covenants or restrictions herein set forth shall not constitute a waiver of any of the remaining covenants or restrictions.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 28th day of April A.D. 1961.

ATTEST:

SPRINGS ENTERPRISES, INC.

Para Lee Chaussee
Secretary

By Dean F. Chaussee
President

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

The foregoing instrument was acknowledged before me this 28th day of April A.D. 1961, by DEAN F. CHAUSSEE as President, and PARA LEE CHAUSSEE, as secretary, of SPRINGS ENTERPRISES, INC., a Colorado Corporation.

Witness my hand and seal.

My commission expires : 31

[Signature]
Notary Public

Received at 3:30 o'clock P. M. AUG 29 1961
Reception No. 203180 Harriet Beals, Recorder

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, on or about April 28, 1961 Protective Covenants were executed covering Country Club Addition No. 3, Filing No. 2, El Paso County, Colorado, and

WHEREAS, the undersigned mutually agree to change, alter and amend certain portions thereof,

NOW, THEREFORE, the undersigned, being the owners of the majority of the lots in said Subdivision, do hereby change, alter and amend Paragraph 6, Part A of said Protective Covenants to read as follows:

"Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat."

Dated, signed and sealed this 25th day of August, 1961.

| Name | Address |
|-------------------------|---------|
| Helen J. Meats | |
| Donald B. Patterson | |
| Catherine J. McCarville | |
| Stella R. Patterson | |
| James O. Burt | |
| Mildred J. Duffee | |
| Carolyn Duffee | |
| William H. Burt | |
| Lena E. Burt | |
| Joe T. Duffee | |
| Charles M. Duffee | |
| Robert M. Duffee | |

SEAL OF EL PASO COUNTY, COLORADO

ATTEST:

[Signature] Secretary

[Signature] Secretary

STOUT CONSTRUCTION CO., INC.

By *[Signature]* President

MORTGAGE INVESTMENTS CO.

By *[Signature]* President

Office of County Clerk and Recorder
El Paso County, State of Colorado
Certified to be a full, true and correct
copy of record in my office.
203180 Book 1874 Page 388
Date 4-2-62
Chuck Broerman
County Clerk & Recorder, El Paso County, CO

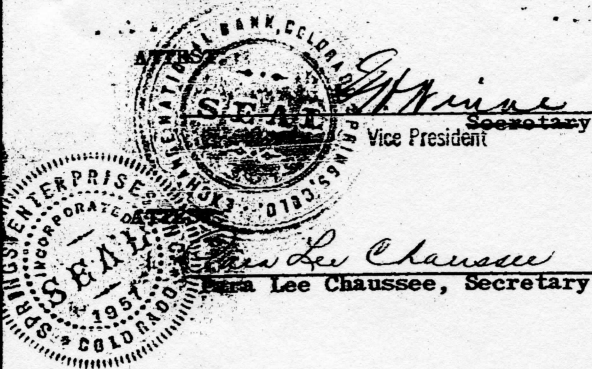


EXCHANGE NATIONAL BANK

By [Signature]

SPRINGS ENTERPRISES, INC.

By Dean F. Chaussee
Dean F. Chaussee, President

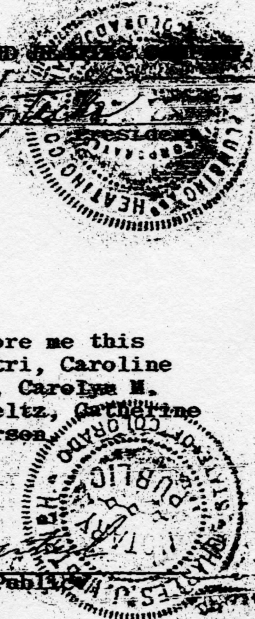


ATTEST:

Thomas K. Remple
Secretary

OLSON PLUMBING AND HEATING CO.

By Joe E. Woltacha



STATE OF COLORADO)
COUNTY OF EL PASO) SS:

The foregoing instrument was acknowledged before me this 25th day of August, 1961 by Mildred L. Lytri, Caroline Dytri, William H. Buth, Lera E. Buth, Joe T. Diffe, Carolyn M. Diffe, Matthew Presti, Helen S. Presti, Javen O. Beltz, G. H. Wime, F. McCarville, Donald B. Patterson, Stella R. Patterson

Witness my hand and official seal.

My commission expires: December 24, 1963.

Charles J. Woltacha
Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) SS:

The foregoing instrument was acknowledged before me this 25th day of August, 1961 by Dorothy M. Stout, President, and Gordon H. Webb, Secretary of Stout Construction Co., Inc., by Dean F. Chaussee, President, and Para Lee Chaussee, Secretary of Springs Enterprises, Inc., and by Joe E. Woltacha, President, and Thomas K. Remple, Secretary of Olson Plumbing and Heating Company.

Witness my hand and official seal.

My commission expires: December 24, 1963.

Charles J. Woltacha
Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) SS:

The foregoing instrument was acknowledged before me this 25th day of August, 1961 by Allen C. Bradley, Vice-President, and H. J. Kneipel, Secretary of MORTGAGE INVESTMENTS CO., and G. H. Wime, Vice-president, and G. L. Scott, Vice-president, ~~Secretary~~ of the EXCHANGE NATIONAL BANK.

My commission expires:

Charles J. Woltacha
Notary Public

