

Filing 142
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BOOK 3010 PAGE 886

PRIOR TO RECORDING, THESE COVENANTS WILL BE CHANGED ONLY IF SO REQUIRED BY A GOVERNMENTAL AGENCY.

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

PREAMBLE:

On this 2nd day of January, 1978, for the purposes of protecting the present and future property values of the following described properties located in the City of Colorado Springs, El Paso County, Colorado, to wit:

Lots numbered 1 through 48, Filing #1, in Sunset Mesa and lots numbered 1 through 40, Filing #2, in Sunset Mesa, in the City of Colorado Springs, El Paso County, Colorado.

WHEREAS, the undersigned being the owners in fee simple of all of the real property above described do hereby place the following restrictions and covenants on the use of said property:

1. LAND USE, BUILDING TYPE AND OCCUPANCY

All of the lands above described shall be used for single family residential purposes only. No more than one dwelling shall be permitted on any lot as originally platted.

The approval of the Architectural Control Committee shall be required for all buildings. Specific exception must be obtained from the Architectural Control Committee for all buildings in excess of one story above grade and for all buildings not originally constructed on the lot. Detached private garages and accessory building may be permitted in accordance with restrictions hereinafter set forth.

2. DWELLING COSTS, QUALITY AND SIZE

No dwellings shall be permitted at a cost to the owner of less than the equivalent of a \$50,000.00 structure and for the purpose of this construction cost it shall be based upon and related back to cost levels prevailing on the date these covenants are recorded. Such items as floor covering, appliances and similar accessory items shall not be considered as a part of the cost of the structure. All exterior materials for roofing, siding, etc. shall be first approved for color and composition by the Architectural Control Committee before installation and when practical, samples should be provided with the plan as provided in Paragraph 17 hereinafter. Roof materials shall be shake or cedar variety wood shingles unless a different material is approved by the Architectural Control Comm.

3. ARCHITECTURAL CONTROL

No building, structure, fence or walls shall be erected, placed, or altered on any lot until the construction plans and specifications and a 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. No fence or wall shall be erected, placed, altered, or painted on any lot unless similarly approved, except that standardized split-rail fencing on the back lot lines that is in city park lands may be installed by the developer or the lot owner, without further approval, and if so installed said fencing shall be owned and maintained by and at the expense of the person or persons buying or owning the lot; and the fence shall not be removed, painted or added to without approval of the Architectural Control Committee.

4. MINIMUM SETBACKS

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than any minimum building setback lines which may be shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five feet to the front lot line, and no nearer than fifteen feet to any side street line. No building shall be located nearer than five feet to an interior lot line of another owner. For the purpose of these covenants, eaves, fireplaces, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot of another owner.

5. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven (7) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements. The easements are on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible. All boundary fences, when approved, shall be located on the property lines, or as close thereto as practical. (Concrete easement or rocks may be on boundary).

6. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Refuse piles or other unsightly materials or objects shall not be allowed to be placed or remain in open storage upon premises or easements.

7. TRUCKS, CAMPERS, TRAILERS, AND OTHER ACCESSORIES

They shall be stored in closed garages or other approved accessory buildings. Unused autos or vehicles shall be stored in closed garage and shall not be parked in any street or alley or easement. Without Architectural Control Committee approval, there shall be no erection or installation of free standing mailboxes, outside aerials, antennas, clotheslines, carports, patio covers or free standing basketball boards.

8. OIL AND MINERAL OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign for privacy or identification of not more than one square foot area, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, developer, or sub-divider to advertise the property during the construction, development and sales period, or permanent sub-division sign where approved by appropriate governmental authority for use by the subdivider.

10. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL

No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be disposed of in a sanitary manner. All containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition, and shall be protected from view to street and adjoining lots by decorative screening or fencing or other structure approved by the Architectural Control Committee.

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12. COMMERCIAL ENTERPRISES

No commercial enterprises shall be conducted or maintained upon, in front of, or in connection with any lot or lots, nor shall any lot or lots in any way be used for other than strictly single family residential purposes, except that professional offices may be maintained within the main dwelling upon specific approval by the Architectural Control Committee in each case.

13. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. LANDSCAPING

All natural shrubs and trees will be maintained by the lot owner except where they conflict with the preceding paragraph, or the removal or transplanting thereof is necessary for the construction of the home or accessory buildings which have been approved by the Architectural Control Committee. Excluding paved driveways and sidewalk, all areas in front of the house are to be kept either left in their natural state or landscaped with additional grass, shrubs and/or trees. No substitute materials such as gravel, rock or paving are to be used in lieu of the aforesaid, without approval of the Architectural Control Committee.

15. CHANGE IN APPEARANCE

Changes in color or other exterior appearance of buildings, fences or other structures shall be only in accordance with plans previously presented to and approved by the Architectural Control Committee.

16. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of Karl F. Andrews, David D. Jenkins and Barry M. Martin, all of 728 Manitou Ave., Manitou Springs, Colorado. 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. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any and all times after December 31, 1989, the then record owners of a majority of the lots subject to these covenants shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

17. PROCEDURE

Upon presentation of two sets of plans and specifications for approval, and an address to which approval or disapproval may be mailed, the lot owner shall be issued a receipt by the Architectural Control Committee member or its authorized agent who receives the same, which receipt shall state the date, recite the documents and other items received, and be signed by both the owner or his agent and for the Committee by the individual issuing the receipt.

The Architectural Control 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 thirty 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. If not approved, all plans, etc. shall be returned to the owner. If approved, both sets of plans shall be so signified in writing on the plans and specifications by the Committee, with one set being retained by the Committee and the other being returned to the owner. The Architectural Control Committee's response shall be deemed to have been communicated to the applicant within thirty (30) days if mailed postage prepaid to the applicant at the address given by the applicant at the time of his application if deposited postage prepaid in the U.S. mails to the address given within a thirty (30) day period. In addition to keeping approved plans, the Committee shall also maintain a record of the action taken on each formally submitted request.

18. GENERAL PROVISIONS

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 the then record owners of a majority of the lots subject to these covenants has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

20. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to insist upon the enforcement of any one or more of the covenants or restrictions herein set forth shall not constitute a waiver of that covenant or any of the remaining covenants or restrictions.

ATTEST:

Loetta J. B. Prosen
Secretary

SUNSET DEVELOPMENT CORPORATION, a Colorado Corporation

[Signature]
President

STATE OF COLORADO
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 2nd day of January 1980 at Manitou Springs, Colorado by David D. Jenkins as President and Loetta J. B. Prosen as Secretary

Witness my hand and notarial seal
My commission expires February 4, 1980

[Signature]
Notary Public

PRIOR TO RECORDING, THESE COVENANTS WILL BE CHANGED ONLY IF SO REQUIRED BY A GOVERNMENTAL AGENCY.

X P.O. Box 552 Manitou Spgs CO 80829