

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN

DATED: 12 December 2018

1. AMENDMENT TO PROTECTIVE COVENANTS FOR

- a. BLOCK 2 COUNTRY CLUB ADDITION NO. 1 dated April 15 1994, recorded July 16 1994 at Book 4669, page 938 of the El Paso County, Colorado Records
- b. COUNTRY CLUB ADDITION NO. 3 FILING NO. 1 dated January 14 1960, recorded January 21 1960 at Book 1787, page 392 of the El Paso County, Colorado Records
- e. HIGHLAND ACRES SUBDIVISION dated March 22 1962, recorded March 26 1962 at Book 1903, page 241 of the El Paso County, Colorado Records

WHEREAS a majority of the lot Owners (See Section 301 for definition of "Owner") in the above are desirous of protecting and maintaining the stability and diversity of their respective areas as originally established, and

WHEREAS the covenants recorded as above no longer reflect current-day laws and regulations, and

WHEREAS it is desired to enhance and protect the established quality of life and to satisfy the needs of the above areas in keeping with the accepted developmental standards reasonably expected by considerate neighbors in an urban residential neighborhood;

NOW THEREFORE, the undersigned, having certified that a majority of the Owners of all lots in each of the aforesaid plat filings, declare that the real property in the above areas shall be held, transferred, sold, conveyed, and occupied subject to these covenants and all amendments thereto and do hereby amend the text and format of said Protective Covenants recorded as above to read as follows:

ARTICLE 1
COVENANTS AND RESTRICTIONS

Section 101: No Lot shall be used except for residential purposes. (See Section 301 for definition of "Lot")

Section 102: The owner has the right to lease/rent his/her single-family dwelling providing:

- a. No less than the entire Single-Family Dwelling is Leased/Rented. (See Section 301 for definition of "Single-Family Dwelling" and "Leased/Rented")
- b. Occupancies (rental) of Lots for any term less than 6 months are prohibited without the Covenants Compliance Committee prior written approval.
- c. All leases/rental agreements shall be in writing.
- d. All leases/rental agreements shall provide that the terms of the lease/rental agreements and the Lessees'/Renters' occupancy of the home are subject in all respects to the provisions of the Country Club Homeowners Association (CCHOA) Covenants, Articles of Incorporation, and Bylaws.

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- e. Owners shall provide the Board the names and phone numbers of all lessees within ten (10) days after signing a lease.
- f. It is the Owner's responsibility to ensure tenants comply with the covenants.

Section 103: Other than one Single-Family Dwelling (not to exceed a maximum Building Height of 30 feet) and a private garage (not to exceed 1200 square feet), no additional structures, shall be erected, altered, placed, or permitted to remain on any lot without the prior approval of the Covenants Compliance Committee. Height shall be measured from the highest original ground contour at any point adjoining the foundation perimeter of the structure to the highest point on the structure exclusive of standard chimneys. *(See Section 301 for definition of "Building", "Building Height", and "Family.")*

Section 104: Exterior changes and alteration of structures, to include demolition and reconstruction of a structure damaged or destroyed by fire, windstorm, or other acts of God shall be completed within one year from start of construction. No building materials shall be openly stored on property except temporarily during periods of continuous construction.

Section 105: No dwelling shall be permitted on any lot in which the structure footprint exceeds City Code maximums (i.e., R Zone 20%, R-1 6000 Zone 30%). *(See Section 301 for definition of "City Code" and "Zoning")*

Section 106: No fence parallel to the front Lot Line shall be in excess of six feet high nor located nearer than 25 feet to front lot line, unless approved by the Covenants Compliance Committee. *(See Section 301 for definition of "Lot Lines")*

Section 107: No wall parallel to the front lot line shall be in excess of six feet high nor located nearer than 25 feet to front lot line, unless approved by the Covenants Compliance Committee. Only exceptions are Retaining Walls in the front yard shall be permitted with the following limitations:

- a. Walls shall extend no higher than three inches above the soil being retained, and
- b. Walls shall only be constructed with concrete, brick, brick masonry, or stone.

(See Section 3 for definition of "Retaining Wall")

Section 108: No new building shall be located nearer than 25 feet to front lot line, unless approved by the Covenants Compliance Committee.

Section 109: No outside aerials, antennas, or towers shall be allowed unless approved by the Covenants Compliance Committee. Exception: television satellite dishes less than one meter in diameter and location not to exceed the ridgeline of the roof shall be permitted.

Section 110: No accessory structure shall be located on any lot nearer than five feet to rear/side lot line for R-1 6000 zoned lots and no nearer than ten feet for R zoned lots.

Section 111: Easements or Alleys for installation and maintenance of utilities, including cable television service and drainage facilities shall be reserved as shown on the recorded Plat. Except as otherwise provided by Plat note or as provided in any easement granted to the City by separate instrument, the property Owner shall be responsible for the

maintenance of all easements granted or dedicated to the City, and all easements granted or dedicated to the City on behalf of its enterprise, Colorado Springs Utilities, or for public utilities. *(See Section 301 for definition of "Easement", "Alley", and "Final Plat")*

Section 112: No trees shall be placed on said easements or alleys. Shrubs or plants are allowed on easements but if the City removes the shrubs or plants for easement access/work, it shall be at the Owner's discretion and expense to replace the plantings.

Section 113: No buildings, fences, or structures of any type shall be built over or across easements or alleys; such easements or alleys shall remain open and readily accessible for service and maintenance of said utility and drainage facilities.

Section 114: No noxious or offensive activity shall be carried on or upon, or emanate from, any lot or residence, including maintaining a compost pile, which substantially annoys, injures or endangers the health, safety or welfare of the public.

Section 115: Nothing shall be done that Disturbs the neighborhood. *(See Section 301 for definition of "Disturb")* This shall include but not be limited to:

- a. Not maintaining the exterior of the main Building, any Accessory Structure, the lawns, landscape, walks, and driveway such that they become noxious or offensive, or endanger the health, safety and welfare of the public. *(See Section 301 for definition of "Accessory Structure")*
- b. Any unreasonably loud and persistent barking, howling, baying, yelping, crowing, crying or other utterance disturbing the peace and quiet of the neighborhood.
- c. Strong offensive odors, if the odors can be detected from adjacent Lots or public areas adjacent to the Owner's Lot.
- d. Annoying lights, sound, or smoke, if detectable from adjacent Lots or public areas adjacent to the Owner's Lot.
- e. The presence of mice, rats, vermin or rodents.
- f. Conducting of any activity which can cause excessive traffic within the neighborhood or which will result in excessive noise emanating from any lot or dwelling, or which would interfere with any property Owner's right to the use and enjoyment of his/her/their lot or dwelling house.

Section 116: No commercial enterprise, Cottage Industry, or rental of the Homeowner property that generates excessive noise, traffic, debris, or nuisance shall be allowed. Note: All commercial enterprises, cottage industries, and rentals shall comply with all applicable City/County, State, and Federal, laws/Codes. *(See Section 301 for definition of "Cottage Industry")*

Section 117: Owners shall be responsible for obtaining and maintain property and liability insurance covering loss, damage or destruction by fire or other casualty to the improvements installed or made to their Lot, the other property of the Owner, and injuries occurring to persons while on a Lot. The CCHOA shall not be liable for the failure of any Owner to maintain insurance.

Section 118: Mobile homes, travel trailers, recreational vehicles, tents, shacks, garages, barns, or other outbuildings shall be prohibited for use as accessory dwelling units.

Section 119: Tree houses shall only be permitted in backyards.

Section 120: Storage of Recreational Vehicles, Trailers, and boats limitations include:

- a. Permanent storage of Recreational Vehicles, Trailers, and boats shall be in a garage, in the side or rear yard screened (at a minimum height of six feet (6')) from view from the street and from neighbors or stored outside of the CCHOA area when not in use. The screening may consist of fencing, vegetation, natural features or structures.
- b. Maintenance vehicles, trailers, and/or equipment shall be stored behind a six-foot fence or in a garage when not in use.
- c. Recreational vehicles shall only be temporarily (i.e., for less than one month) parked on a driveway in the front of the property if:
 - 1) The side or rear yard is insufficient in width and/or size to accommodate the vehicle or accommodate the access to the side or rear yard;
 - 2) The steepness of the terrain prevents access to the side or rear yard or prevents storage within the side or rear yard; or
 - 3) Existing landscaping prevents access to the side or rear yard or prevents storage within the side or rear yard.
- d. A recreational vehicle temporarily parked on a driveway shall be parked at least ten feet from the edge of the sidewalk, the curb, pedestrian way, or street, which is nearest to the front lot line of the property. The ten-foot distance shall be measured in a straight line from the nearest point of the recreational vehicle to the edge of the sidewalk, pedestrian way, curb or street.

Section 121: The maximum number of dogs or cats kept on the premises shall not exceed four each after attaining the age of four months. In addition to the maximum number of dogs or cats kept on the premises, a single litter of puppies or kittens aged up to four months shall be permitted.

Section 122: Pet walkers shall remove all pet solid waste immediately during walks.

Section 123: Any shelter provided for rabbits or fowl shall contain an area of at least four-square feet for each rabbit or fowl. An adequate area outside the shelter must be provided for any rabbits or fowl. The maximum number of rabbits or fowl maintained on a property shall not exceed ten each of the age of six months or older.

Section 124: No roosters, cocks, hogs, pigs, or hooved animals shall be permitted.

Section 125: All Garbage shall be placed in a Garbage container and shall be tightly and securely covered. Refuse, household Rubbish and yard Rubbish may be placed in a Garbage or Refuse container. Rubbish and Refuse shall be no longer than three feet in length. Exception: For the Fire Mitigation Chipping Program, tree branch piles shall be

allowed up to five feet in length, five feet in width, and five feet in height for the week scheduled for chipping. (See Section 301 for definition of "Garbage", "Refuse", and "Rubbish")

Section 126: Garbage, Refuse and Rubbish containers shall be located in the garage or rear or side yard areas of all properties. The containers shall not be visible from any adjacent street except for collection purposes (the day of). Temporary dumpsters may be placed on the side or front yard areas only if the rear yard area is of insufficient size or accessibility. Temporary dumpsters may also be placed in the street in front of the Owner's property for the duration of remodeling effort so long as the dumpster does not become a Public Nuisance. (See Section 301 for definition of "Public Nuisance") (Ref: City Code 6.4.104)

Section 127: The placement of unwanted items such as furniture, cabinets, mattresses, Christmas trees, tires, paint cans, etc. at the curb is strictly prohibited unless prior arrangements have been made for pick up on the same or next day.

Section 128: Chimneys used with fireplaces or heating appliances in which solid or liquid fuel is used shall be maintained with a spark arrester.

Section 129: Parking or storing any unlicensed or inoperable vehicle outside of an enclosed building on private property or within the public right of way shall not be permitted.

Section 130: Flagpoles shall not exceed 30 feet in height.

Section 131: Sign limitations are:

- a. Yard signs (including political/election signs), with the exception of garage sale signs, shall not exceed six square feet and shall be placed two feet from the street or public sidewalk.
- b. No more than five political/election signs per lot frontage shall be allowed and these signs shall be removed within seven days after the election.
- c. Garage sale signs shall not exceed three square feet and shall be removed no later than one day after the sale.
- d. Signs advertising contractor work on the lot shall not exceed three square feet and shall be removed no later than 30 days after completion of the contractor work.
- e. Alarm system signs of no more than three square feet can be permanently displayed but shall not exceed one per lot frontage.
- f. No other sign of any kind shall be displayed to the public view on any lot except:
 - 1) One sign, per street frontage, of not more than two square feet for identification of the occupant and address. Signs identifying the occupant and/or address can be permanently displayed.
 - 2) One sign, per street frontage, of not more than six square feet advertising the property for sale or rent. Real estate signs shall be removed not later than 14 days after sale, lease or removal of the property from the market.

Section 132: Holiday decorations and lights may be put up 30 days prior to the holidays and removed no later than 30 days after the holiday.

Section 133: No oil or gas drilling, development, operations, refining, quarrying or mining operations of any kind shall be permitted.

Section 134: The use and development of any individual Lot shall be subject to applicable zoning ordinances and these covenants. Nothing shall be done or kept on a Lot that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body.

Section 135: Whichever city code or covenant is more restrictive shall apply.

ARTICLE 2
COVENANTS COMPLIANCE COMMITTEE

Section 201: The Covenants Compliance Committee shall have oversight of all covenants running with the land included in the plat filings identified herein. The Covenants Compliance Committee Chairperson shall represent the Covenants Compliance Committee on the Board of Directors of the CCHOA.

- a. The organization and terms of service of the Covenants Compliance Committee shall be:
 - 1) A Chairperson and two members (i.e., three individuals), all of whom are Owners of lots within the CCHOA area.
 - 2) The Chairperson shall preside over and coordinate the activities of the Covenants Compliance Committee.
 - 3) The Chairperson and members shall be approved by the Owners at the annual meeting of the General Membership and serve two-year terms.
 - 4) The Chairperson and members shall be limited to serving two (2) consecutive terms. After a one-year absence a person may again be considered for the Covenants Compliance Committee.
 - 5) If a committee member is term limited but there are no candidates to fill the position, the incumbent committee member shall be allowed to serve until such time when there are candidates who are willing to serve in the position.
 - 6) The terms of the two members shall overlap by one (1) year.
- b. The duties and responsibilities of the Covenants Compliance Committee shall be as set forth in this Declaration of Protective Covenants. They include:
 - 1) Administering the Covenants,
 - 2) Advising and assisting Owners in the areas of covenant compliance, to include reviewing architectural change requests, variance requests and reported violations,
 - 3) Researching Owner-reported zoning and building code violations,
 - 4) Developing covenant violation adjudication recommendations for CCHOA action to the Board of Directors, and

- 5) Reviewing the covenants annually to assess the need for any modifications. If any modifications are deemed necessary, the proposed modifications will be presented to the Owners at the annual meeting of the General Membership for approval.

Section 202: At any time, a majority of the Owners shall have the power through duly recorded instrument, as defined in the Bylaws of the CCHOA, to:

- a. Change the size of the Covenants Compliance Committee membership
- b. Reduce/increase the powers and duties of the Covenants Compliance Committee, as described herein.

Section 203: Building permits shall be required in accordance with the Colorado Springs Building Code and shall, for external projects that change the appearance of the lot or associated structures, be coordinated with the Covenants Compliance Committee, to ensure compliance with these covenants prior to submittal to the Pikes Peak Regional Building Department.

- a. The Covenants Compliance Committee shall consider among other things:
 - 1) The harmonization and Compatibility (*See Section 301 for definition of "Compatibility"*) of the external appearance with the surroundings;
 - 2) The proper relation of the structure to the environment and surrounding uses;
 - 3) The degree, if any, to which the proposed structure or alteration thereof will cause intrusions of sound, light or;
 - 4) Other adverse effects on neighboring lots beyond those reasonably expected in an urban one family residential area from considerate neighbors.
- b. The coordination process shall take no more than one month and any findings shall be reported back to the homeowner, in writing, at the end of the review process. The Owner shall have 30 days to respond to any negative findings and shall work with the Covenants Compliance Committee to resolve any issues.

Section 204: Following an application for a variance, the Covenants Compliance Committee shall call a meeting of the Covenants Compliance Committee, notice of which meeting shall be given to the affected Owners at least 20 days in advance, at which meeting all affected Owners shall have an opportunity to appear and express their views. Whether or not anyone appears at said meeting in support or in opposition to the application for variance, the Covenants Compliance Committee shall, within two weeks after the scheduled meeting, in writing either grant or deny the variance.

Section 205: If a variance is denied, another application for the variance may not be submitted until Covenants Compliance Committee recommended design changes/corrections have been made to the rejected variance application.

Section 206: A variance shall not be granted unless the Covenants Compliance Committee shall find that all of the following conditions exist:

- a. Literal enforcement of every section of these covenants will result in unnecessary hardship to the Owner.
- b. The variance will not substantially or permanently injure the use of other property in the subdivision.
- c. The variance will not alter the essential and established character of the subdivision.
- d. The variance will not weaken the general purposes of these covenants.
- e. The variance will be in harmony with the spirit and purposes of these covenants.
- f. The circumstances leading an applicant to seek a variance are unique to the lot or building or its Owner and are not applicable generally to lots in the subdivision or their Owners.

Section 207: Neither the CCHOA nor its Board of Directors, Officers or Covenants Compliance Committee members will bear any responsibility for the design, quality, structural integrity or soundness of approved construction or modifications, nor for compliance with building codes, zoning regulations, and other governmental requirements. The CCHOA, its Board of Directors, Officers, and Covenants Compliance Committee members are not liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or to modifications to any Lot. No lawsuit, action or claim may be brought against any of the foregoing for any injury, damage or loss. *(See Section 301 for definition of "Board of Directors" and "Officers")*

Section 208: The Covenants Compliance Committee, with Board of Directors approval, will have the discretion to determine whether enforcement action in any particular case will be pursued; provided that the Covenants Compliance Committee will exercise judgment, be reasonable and not be arbitrary or capricious.

- a. Notwithstanding the above, no right of action will exist against the CCHOA or the Covenants Compliance Committee for failure of enforcement where:
 - 1) The Covenants Compliance Committee determines that the CCHOA's position is not strong enough to justify taking enforcement action;
 - 2) A particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or
 - 3) The Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so.
- b. A decision of the CCHOA not to pursue enforcement action will not be construed as a waiver of the CCHOA's right to enforce such provision at a later time under other circumstances or preclude the CCHOA from enforcing any other provision of the covenants.

ARTICLE 3
GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

Section 301: DEFINITIONS. The following words and expressions as used in these covenants have the meaning indicated below unless the context clearly requires another meaning:

- a. **ACCESSORY STRUCTURE:** A structure that is located on the same lot and detached and separate from the principal building. Accessory structures shall be incidental to the principal structure and devoted exclusively to an accessory use. Examples of accessory structures may include, but are not limited to: garages, carports, sheds, storage buildings, play structures, gazebos, arbors, greenhouses, barns, saunas, and other similar buildings. Fences and walls that exceed six feet in height are considered accessory structures.
- b. **ALLEY:** A narrow public or private way less in size than a street, designated for the special accommodation of the property it reaches, and not intended for general use.
- c. **BOARD OF DIRECTORS:** The Country Club Homeowners Association Board of Directors shall consist of not less than three Directors-at-Large, and the following Officers: President, Vice President, Secretary, Treasurer, and the Chairman of the Covenants Compliance Committee.
- d. **BUILDING:** Any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals, or personal property.
- e. **BUILDING HEIGHT (Hillside Zone):** Within the hillside overlay, the height of any building elevation shall be measured vertically from the building grade to the corresponding highest point of the roof.
- f. **BUILDING HEIGHT (Nonhillside Zone):** The vertical distance measured from the average elevation of the finished grade adjoining the building to the highest point of the roof surface of a flat roof and to a point five feet (5') below the highest ridge of a gable, hipped, or gambrel roof. The average elevation of the finished grade adjoining the building shall be the average of the exposed exterior elevations of all major corners of the building. The height of a stepped or terraced building is the maximum height of any segment of the building. Exceptions to building height requirements are described in section 7.4.102 of the City Code.
- g. **CITY CODE:** Colorado Springs, Colorado City Code as updated by Ordinance 16-103 passed October 25, 2016. Note: Current/future City Code will always override Covenants when City Code is stricter than Covenants.
- h. **COMPATIBILITY:** The characteristics of different land uses or activities that permit them to be located near each other in harmony and without conflict. To determine compatibility, the following characteristics of the uses and structures shall be reviewed relative to other affected uses and structures: location, orientation, operation, scale, and visual and sound privacy.
- i. **COTTAGE INDUSTRY:** An industry whose labor force consists of family units or individuals working at home with their own equipment.

- j. **DISTURB:** Unreasonably annoy, perturb or interfere with the quiet enjoyment of another's premises. The property occupant(s)/visitor(s) shall not create noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, congestion to traffic flow, parking problem, or any other nuisance or hazard which disturbs the peace and quiet of a residential zone.
- k. **EASEMENT:** Authorization by a property Owner for the use by another, for a specified purpose, of any designated part of his property.
- l. **FAMILY:** As used in the Zoning Code, an individual, two or more persons related by blood, marriage, adoption, or similar legal relationship, or a group of not more than five persons who need not be so related, plus domestic staff employed for services on the premises, living together as a single housekeeping unit in one dwelling unit. The definition of "family" shall apply regardless of whether any member of such group receives outside services for mental, emotional, or physical disability.
- m. **FINAL PLAT:** A map prepared in accord with the provisions of this part which is presented to the City for approval and which, if approved, will be recorded by the City with the El Paso County Clerk and Recorder, and a copy thereof shall be filed with the City Engineer.
- n. **GARBAGE:** The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.
- o. **LEASING/RENTING:** Regular, exclusive occupancy of a Lot by any person other than the Owner, with or without consideration. For the purposes of these Covenants, occupancy by not more than one roommate of an Owner who occupies the Lot as his primary residence does not constitute leasing/renting.
- p. **LOT:** Each area designated as a lot in the recorded plat of the subdivision.
- q. **LOT LINES:**
 - 1) A **FRONT LOT LINE** shall mean the line separating such lot from any street, but not including alleys. In the case of corner lots, there shall be as many front lot lines and yards as there are street frontages. Front lot line measurements include sidewalks (where they exist).
 - 2) A **SIDE LOT LINE** shall mean any lot line not a front lot line or a rear lot line.
 - 3) A **REAR LOT LINE** shall mean that lot line which is opposite and most distant from the front lot line or lines. In the case of corner lots, the Owner shall have the privilege of selecting any lot line other than one of the front lot lines to be the rear lot line.
- p. **MEMBERS:** Members shall be individuals who are owners/co-owners of a lot in a subdivision in the CCHOA area as such ownership is reflected in the Office of the Clerk and Recorder of El Paso County, Colorado.

- q. **NONCONFORMING USE:** A use that was permissible on a lot at the time these covenants and any amendments to these covenants became effective and which does not now conform with the new provisions of these covenants
- r. **OFFICERS:** The Officers of the CCHOA shall be a President, Vice President, Secretary, Treasurer and a Chairman of a Covenants Compliance Committee, and such other assistants to the principal Officers as the Board of Directors may appoint from time to time.
- s. **OWNER:** Person having fee simple legal title to a lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.
- t. **PUBLIC NUISANCE:** Any place where people congregate, which encourages a disturbance of the peace or where the conduct of persons in or about that place annoys or disturbs the peace of the occupants of or persons attending the place, the residents in the vicinity or the passersby on the public street or highway.
- u. **REFUSE:** Waste material, excluding garbage, attending or resulting from the occupancy of a residence.
- v. **RETAINING WALL:** A structure that retains (holds back) any material (usually earth) and prevents it from sliding or eroding away.
- w. **RUBBISH:** Yard debris, leaf piles, trash, junk accumulation and building debris.
 - 1) **BUILDING RUBBISH:** Waste material resulting from the construction, remodeling, repair or demolition of a house, dwelling, building or other structure.
 - 2) **HOUSEHOLD RUBBISH:** Waste material or rejected, valueless or worthless matter, material, trash or debris, including useless, unused, unwanted or discarded articles, resulting from the occupation, use and enjoyment of an ordinary household, excluding ashes, sod, dirt, garbage, yard rubbish or building rubbish.
 - 3) **JUNK:** Any good, appliance, fixture, furniture, machinery, vehicle, personal property or any other thing or part thereof, whether of value or valueless, that is demolished, discarded, dismantled, partially dismantled, dilapidated, or so worn, deteriorated, or in such a condition as to be generally unusable and/or inoperable in its existing state.
 - 4) **YARD RUBBISH:** Tree branches, twigs, grass, shrub clippings, weeds, leaves and other general yard, garden and organic waste material.
- x. **SINGLE-FAMILY DWELLING:** A one dwelling unit located on one site, with no physical or structural connection to any other dwelling unit and used exclusively for occupancy by one family.
- y. **ZONING:** The CCHOA area has three types of zone districts.

- 1) Agricultural (A): This zone district accommodates large lot residential development and agricultural purposes that are, in most cases, on the periphery of the City limits but may become an urban area in the future. The agricultural activities conducted in the A zone district should not be detrimental to adjacent urban land uses. The types, size and intensity of uses permitted in this district shall encourage and protect agricultural uses until urban development occurs upon that parcel. The A zone, when established at the time of annexation, does not require the submittal of a concept plan, unless the concept plan is accepted in lieu of a required master plan. 3116 Paseo Road is zoned as Agricultural.
- 2) Estate Single-Family Residential (R): This zone district accommodates large lots primarily for low-density, detached single-family residential use. The following addresses are zoned R:
 - i. Holiday Lane- 2707, 2724, 2725
 - ii. Marilyn Road – 2717, 2723, 2727, 2737, 2747, 2751
 - iii. Centre Lane – 2604, Assessor Schedule number 6333409018 (Lot has no address)
 - iv. North Chelton Road – 2700, 2710, 2714, 2720, 2750, 2804, 2820, 2828, 2840, 2850
 - v. Grand View Lane – 2711
- 3) Single-Family Residential (R-1 6000): This zone district accommodates small lots primarily for detached single-family residential use. All remaining lots in the CCHOA not zoned as either Agricultural or R are zoned R-1-6000. Note: 2503 Holiday Lane is zoned R-1-6000 Conditional Use and Use Variance

Section 302: Captions, titles, and headings in these covenants are for convenience only and do not expand or limit the meaning of a Section and shall only be taken into account in construing any Section.

Section 303: If any doubt or question shall arise concerning the true intent or meaning of any of these covenants, the Covenants Compliance Committee shall determine the proper interpretation of the provision or Section in question and shall set forth in written instrument, duly acknowledged by the CCHOA President and filed for record with the County Clerk and Recorder of El Paso County, the meaning and effect and application of this provision or Section of these covenants.

Section 304: Operating procedures for monitoring and ensuring compliance with these covenants shall be developed and approved by the entire CCHOA Board of Directors.

ARTICLE 4 **ADDITIONAL GENERAL PROVISIONS**

Section 401: These covenants shall run with the land and shall inure to and be binding on all parties or entities and their heirs, successors, or assigns, and on all persons claiming under them for a period of 25 years from the date these amended covenants are

recorded, after which time said amended covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority (50% plus 1) of the then Owners of the lots has been recorded, agreeing to amend said covenants in whole or in part.

Section 402: Each of these covenants and amendments thereto are cumulative and independent and are to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. In the event of conflict between the original covenants and later amendments, the provisions of the later amendments, if any, shall prevail. In the event that a provision or Section of these covenants conflicts or countermands another valid provision here, the matter shall be brought to the attention of the Covenants Compliance Committee for resolution. If necessary, these Covenants will then be revised and subject to approval by the Owners.

Section 403: Except as these covenants may be amended or terminated in the manner herein after set forth, they shall not be waived, modified, or terminated.

Section 404: These covenants are for the benefit of the Owners, jointly and severally, and serve as guidance for the Covenants Compliance Committee to determine/resolve compliance issues.

- a. These covenants may be enforced either by an Owner or the Covenants Compliance Committee by action for Damages, suit for injunction, mandatory and prohibitive; and other relief, and by any other appropriate legal remedy, instituted by one or more Owners then owning lots.
- b. The CCHOA shall maintain general liability and Directors and Officers liability insurance in such amounts as determined by the Board of Directors.

Section 405: At any time, a majority of the Owners shall have the power through duly recorded instrument, as defined in the Bylaws of the CCHOA, to:

- a. Amend Sections of these covenants
- b. Add new Sections to these covenants or
- c. Delete Sections of these covenants.

Section 406: Any Nonconforming modification of a building or a lot which was in existence and use prior to approval of these covenants shall be deemed to be in full compliance with these covenants (i.e., grandfathered). (*See Section 301 for definition of "Nonconforming Use"*)

- a. After approval of these covenants, any new alterations, remodeling, changes, additions, or other modifications to or on any lot or structure covered by these covenants shall comply in all respects with all the provisions and requirements of these covenants.
- b. Grandfathering shall not include any new structures placed on the existing lot by either the current or new Owner after approval of these covenants.

Section 407: If any Section of these covenants shall be held invalid or become unenforceable the other Sections of these covenants shall in no way be affected or impaired but shall remain in full force and effect.

Section 408: Any covenants in conflict with any City/County, State, or Federal law/Code will be deemed to be amended to be in conformity with said law/Code. CCHOA Owners shall be notified of such amendments via communications specified by the Board of Directors.

APPROVED and ACCEPTED by a MAJORITY of the HOMEOWNERS
in each of the AFORESAID PLAT FILINGS on: 11 December 2018

EXECUTIVE COMMITTEE CERTIFICATION

President
Signature: [Signature] Date: 12 FEB 2019
Printed Name: STEVEN R. PARADES

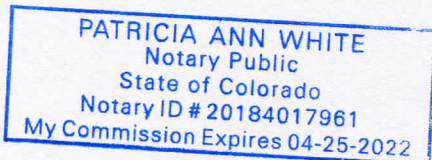
Vice-President
Signature: Janice Marie - Gallof Date: 2/12/19
Printed Name: Janice Marie - Gallof

Treasurer
Signature: [Signature] Date: 2/12/19
Printed Name: Martin G Henderson

Secretary
Signature: [Signature] Date: 12 Feb 19
Printed Name: Sanford Gallof

NOTARY
Signature: Tricia White Date: 2/12/2019
Printed Name: PATRICIA ANN WHITE

Acknowledgment certificates attached for
All Signers! Patricia Ann White - Notary
Tricia White



This certificate is attached to a 14 page document dated 12/12/2018 entitled Declaration of Protective Covenants.

ACKNOWLEDGMENT CERTIFICATE

State of Colorado

County of El Paso

Before me, Patricia Ann White, on this

Name of Notary Public

day personally appeared Steven R. Paschalis,

Name of signer(s)

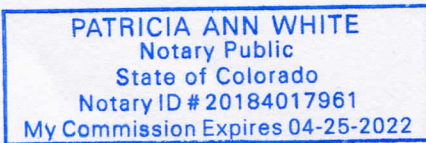
to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of February, 2019.

Year

Patricia White

Notary Public's Signature



(Seal)

Signer's Identity verified by:

- Personally known to me
- Identity proven on the oath _____
Name of credible witness
- Identity proven on the basis of CO-DL
Description of identity card or other document

This certificate is attached to a 14 page document dated 12/12/2018 entitled Declaration of Protective Covenants.

ACKNOWLEDGMENT CERTIFICATE

State of Colorado

County of El Paso

Before me, Patricia Ann White, on this

Name of Notary Public

day personally appeared Janice Marie-Gallof,

Name of signer(s)

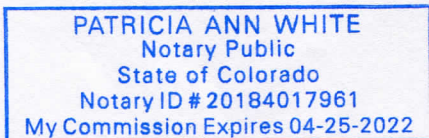
to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of February, 2019.

Year

Patricia White

Notary Public's Signature



(Seal)

Signer's Identity verified by:

- Personally known to me
- Identity proven on the oath _____
Name of credible witness
- Identity proven on the basis of CO DL
Description of identity card or other document

This certificate is attached to a 14 page document dated 12/12/2018 entitled Declaration of Protective Covenants

ACKNOWLEDGMENT CERTIFICATE

State of Colorado

County of El Paso

Before me, Patricia Ann White, on this

Name of Notary Public

day personally appeared Martin G. Henderson,

Name of signer(s)

to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February, 2019.

Year

Patricia White

Notary Public's Signature

PATRICIA ANN WHITE
Notary Public
State of Colorado
Notary ID # 20184017961
My Commission Expires 04-25-2022

(Seal)

Signer's Identity verified by:

Personally known to me

Identity proven on the oath Name of credible witness

Identity proven on the basis of CO-DL
Description of identity card or other document

This certificate is attached to a 14 page document dated 12/12/2018 entitled Declaration of Protective Covenants

ACKNOWLEDGMENT CERTIFICATE

State of Colorado

County of El Paso

Before me, Patricia Ann White, on this

Name of Notary Public

day personally appeared Steford Gallop,

Name of signer(s)

to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February, 2019.

Year

Patricia White

Notary Public's Signature

PATRICIA ANN WHITE
Notary Public
State of Colorado
Notary ID # 20184017961
My Commission Expires 04-25-2022

(Seal)

Signer's Identity verified by:

Personally known to me

Identity proven on the oath Name of credible witness

Identity proven on the basis of CO-DL
Description of identity card or other document