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Reception No. 355388 HARRIET BEALS

BOOK 2023 PAGE 160

DECLARATION OF PROTECTIVE COVENANTS
SPRINGS ENTERPRISES, INC., OWNER

TO WHOM IT MAY CONCERN:

WHEREAS, Springs Enterprises, Inc., a Colorado Corporation, has heretofore executed a plat of Country Club Subdivision No. 3, Filing No. 3 in the City of Colorado Springs, El Paso County, Colorado, which plat was recorded on _____, 1964 in Plat Book _____, at page _____ of the records of the Clerk and Recorder of El Paso County, Colorado, and

WHEREAS, said Springs Enterprises, Inc. is the owner in fee simple of the following described property included in said plat:

Country Club Subdivision No. 3, Filing No. 3 in the City of Colorado Springs, El Paso County, Colorado, and

WHEREAS, said Springs Enterprises, Inc. is desirous of protecting and preserving the present and future values of all of the aforesaid property;

NOW, THEREFORE, in consideration of the premises, the said Springs Enterprises, Inc., for itself and for its successors and assigns and for its grantees, hereby establishes and declares the following covenants and restrictions upon said property:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No buildings shall be erected, offered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than three cars.
2. ARCHITECTURAL CONTROL. No building 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 or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Paragraphs 14 and 15.
3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$24,000.00 based upon the cost levels prevailing on the date these covenants are

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 4-9-15
Chuck Broerman
County Clerk & Recorder, El Paso County, CO



recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground-floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side streetline than the minimum building setback lines 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 or nearer than fifteen feet to any streetline; provided, however, those lots which are corner lots shall not have houses erected thereon which are nearer than twenty-five feet to the side or front yard building line. No dwelling shall be located on an interior lot line nearer than thirty feet to 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 properties located within said Subdivision are more restricted than these covenants on setbacks, then such 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 ten 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. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained 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 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 shrubbery used for such purpose.)

11. CLOTHESLINES, AERIALS AND ANTENNAS. Outside clotheslines, 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 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. DRILLING, OIL, GAS AND MINING OPERATIONS. No oil or gas drilling, oil or gas development operations, oil or gas refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. DATE OF CONSTRUCTION. Construction of a residence upon each lot must be commenced within three (3) years from the date of the sale by the undersigned to the first purchaser thereof and such construction shall be completed within eighteen 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 the 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 residences 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. During the period of non-construction, the owner shall be responsible for the control and mowing of weeds on said lot and in the event the owner fails to control said weeds and maintain the same, then in such event, the architectural control committee reserves the right to enter upon the premises, mow the weeds thereon at the expense of the owner.

15. 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.

16. 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 thirty inches advertising the property during the construction and sales period.

17. GARAGE DOOR CLOSERS. Each garage shall be equipped with an automatic door closer in order to insure that garage doors upon the premises will be closed at all times.

PART B.

ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of DEAN F. CHAUSSEE, 2924 Country Club Drive, Colorado Springs, Colorado, PAUL BRADLEY, 2617 Holiday Lane, Colorado Springs, Colorado, and STANLEY NEWMAN, 2515 Holiday Place, Colorado 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. In the event of death or failure to act on the part of any member of the committee, 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 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 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.

PART C.

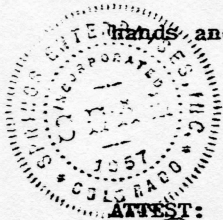
GENERAL PROVISIONS

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 Subdivision No. 3, Filing No. 3 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 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 5TH day of JULY, 1964.



SPRINGS ENTERPRISES, INC.

By Dean F. Chaussee
President

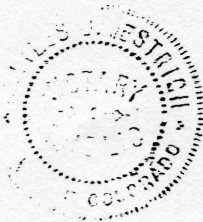
ATTEST:
Para Lee Chaussee
Secretary

STATE OF COLORADO)
) SS:
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 5TH day of JULY, 1964 by Dean F. Chaussee as President, and Para Lee Chaussee, as Secretary, of SPRINGS ENTERPRISES, INC., a Colorado Corporation.

Witness my notarial seal.

My commission expires: DECEMBER 23, 1967



Charles J. Westrich
Notary Public