

WAYNE W. WILLIAMS
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El Paso County, CO



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WHEN RECORDED, RETURN TO:
JAY BARTZ
1842 ARROYA ST.
CO SPRINGS, CO 80906

PAINT BRUSH HILLS FILING 13A
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

This Declaration is made this 13th day of September, 2013 by Six Ninety Nine Properties, LLC, a Colorado limited liability company, 1842 Arroya St., Colorado Springs, CO 80906, hereinafter the "Declarant".

WHEREAS, Declarant is or will become the owner of certain real property (the "Property") in El Paso County, Colorado described as

Paint Brush Hills Filing No. 13A, and

WHEREAS, Declarant desires to provide for the development and use of the Property under unified control so as to facilitate an over-all harmonious design and appearance and to preserve and protect property values within the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, used, developed, occupied and conveyed subject to the following reservations, easements, restrictions, covenants and conditions for the purpose of protecting the value, usefulness, quality, and desirability of the Property and which shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each person who owns or occupies any part of the Property. The term "Lot" means a numbered Lot or lettered tract on the recorded plat of the Property.

SINGLE-FAMILY RESIDENTIAL RESTRICTIONS

1. Residential Use Only. Except as otherwise stated herein or in the recorded plat of the Property, all Lots shall be used exclusively for private residential purposes with only one single-family dwelling per Lot. No business shall be carried on within the Property except governmental activities and home businesses such as internet sales which do not generate substantial client or other traffic.

2. Other Structures. Only single-family dwellings and their accessory structures, including patios, storage sheds and detached garages, may be built on a Lot, and all must be approved in advance in writing by the Architectural Control Committee.

3. New Construction. All construction of homes and substantial buildings, except small sheds, shall be new and not be mobile-home or

modular-type construction.

4. Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction or improvement of a building.

5. Construction. A structure shall not be occupied in the course of original construction until substantially completed. All construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.

6. Temporary Buildings. Temporary buildings for administration or sales offices may be used only with the prior approval of the Architectural Control Committee. No structure other than a dwelling and no accessory building, trailer, tent or other temporary structures may be used for living purposes on a Lot.

7. Drilling Prohibited. Except when performed by or on behalf of a governmental agency, no derrick or other structure designed for use in drilling for water, oil, gas or other substances shall be permitted on the Property and no individual water wells shall be drilled on the Property.

UTILITIES, EASEMENTS AND DRAINAGE

8. Utility Easements. Declarant hereby reserves to itself, its successors and assigns over, under, in and across portions of each Lot a ten-foot strip along and adjoining each front and rear Lot line and five-foot strip along and adjoining each side Lot line perpetual, alienable, divisible and releasable easements and the right to grant from time to time easements for use of all or part of such areas for lines for transmission of electricity, water, sewer, gas, cable, telephone, internet and other utilities, for drainage and for other similar facilities and purposes.

9. Drainage. All surface, under-drain and subsurface waters on each Lot must be discharged or detained by all builders and owners of Lots in accordance with the recorded plat, the drainage plan, the subdivision construction drawings, and all related documents which were prepared in connection with the approval by El Paso County of Paint Brush Hills Filing No. 13A (collectively referred to as the "Drainage Control Documents"). At the time when a builder sells a Lot and any structures thereon to a homeowner, the Lot grading must conform to the Drainage Control Documents, and all successors in interest to the Lot must at all times maintain such grading to continue to conform to the Drainage Control Documents. Grading shall be maintained at all times so as to conduct irrigation and surface water away from buildings and so as to protect foundations and footings from excess moisture and to protect against surface water flowing onto neighboring homes or Lots.

10. Underground Utilities. All utilities and customary service devices for access, control or use of utilities shall be installed underground

except for normal control and hookup panels, meters or boxes.

DENSITY, SETBACK AND QUALITY STANDARDS

11. Setbacks. No building nor any other above-ground structure, except fences, shall be located within forty feet of the front line nor within twenty feet of the rear line of any Lot nor within fifteen feet of either side line of the Lot unless otherwise approved in writing by the Architectural Control Committee, except that on a corner Lot the side setback on a street shall be 25 feet.

12. Front Curb. No landscaping shall be installed within six feet of the front curb in such a manner that pedestrian use thereof would be significantly impeded. The use within such six-foot strip of gravel, stones, sidewalks and other types of landscaping which are conducive to pedestrian traffic is encouraged.

13. Coverage of Front of House. At least thirty-five percent of the surface area of the front of each home on a Lot shall be of brick, stone, stucco or other type of masonry approved by the Architectural Control Committee and shown on the front elevation of the home when the plans are submitted for approval.

14. Square Footage. Each single-family residence constructed on a Lot shall have an interior floor area, not including any open porch or garage, of at least 1,400 square feet in the above-ground floor for a single-level or ranch-style home or 1,600 square feet on the above-ground floors for a multi-story home.

15. Garage. Every dwelling on a Lot shall have a garage capable of containing at least two standard automobiles.

16. Landscaping. Each Lot owner shall install and maintain in good condition landscaping on the Lot pursuant to a landscaping plan submitted to and approved by the Architectural Control Committee. There is no minimum number of square feet of sod or grass required in Filing No. 13A, but a maximum of 2,500 square feet of grass, by means of sod or otherwise, may be installed on a Lot pursuant to the landscaping plan. An owner may xeriscape or otherwise landscape a Lot in a way which encourages water conservation. Landscaping must be installed within a reasonable amount of time after completion of the home on that Lot and in any event within one year thereafter.

17. Colors. All exterior paint and roof colors, including any changes after the initial construction, must have prior approval of the Architectural Control Committee.

18. Roof. Roofing materials shall be limited to asphalt shingles, wood shakes, clay, concrete or synthetic tile with all colors approved by the Architectural Control Committee.

19. Exterior Maintenance. Each owner shall maintain the exterior of the dwelling and any fencing and accessory structures in good condition, including as directed by the Architectural Control Committee if significant signs of damage or deterioration appear.

20. Accessory Structures. All accessory structures shall harmonize in appearance with the dwelling on the same lot and the surrounding neighborhood and must be approved in advance by the Architectural Control Committee.

21. Mailbox. It is anticipated that the U.S. Postal Service will require that a community mailbox be constructed at or near the entrance to Filing 13A to serve its residents, and all homeowners must use such community mailboxes, except that any lot not served by such a community mailbox shall have one mailbox in such form and location as is approved by the Postal Service.

22. Driveways. All driveways must consist of a minimum 18' X 20' concrete pad adjoining the garage, and the remaining portion of the driveway to the public street must be of concrete with a minimum width of nine feet.

FENCING

23. Perimeter Fence. Except as otherwise approved by the Architectural Control Committee, fencing up to and around the perimeter of a lot shall be limited to an open three-rail or substantially similar open-fence design, with a light-gauge metal fence on the inside to keep pets in the yard if desired. No fence shall extend forward past the front line of the house or garage. Such perimeter fences shall be wood, a similar natural material, vinyl like or similar to those installed along Londonderry Drive or as otherwise approved by the Architectural Control Committee.

24. Privacy Fences. A solid privacy fence may be constructed in a relatively small portion of the backyard or side yard of a home for purposes such as screening vehicles and other objects from public view and providing private areas for people and pets; provided, however, that such privacy fences are limited to the same types of materials as perimeter fences and must be approved in advance by the Architectural Control Committee to ensure, among other things, that the areas enclosed are limited and that neighbors' views are not unreasonably adversely affected by the fences.

LIVING-ENVIRONMENT STANDARDS

25. Electronic Communication. No aerial or antenna for transmission of radio, television or other electronic signals may be installed within the Property except that small fixed antennas for satellite tv and internet reception, as well as garage-door openers, cell phones and personal wifi and similar networks and transceivers, are allowed so long as they do not cause unreasonable interference with neighbors' electronic systems.

26. Clothes Lines. All clothes lines and similar structures shall be installed so as to be as unobtrusive as possible when viewed from neighboring properties.

27. Garbage and Recycling. No trash, rubbish, garbage or items to be recycled shall be stored or accumulated outside of a home or garage so as to be visible from any neighboring property or street except during refuse and recycling collection. Each Lot owner must ensure that garbage and recycling set out for collection is properly contained and not allowed to blow or otherwise be scattered around the neighborhood.

28. Noise. No exterior speaker, horns or similar sound devices, except those used exclusively for security purposes, shall be located or used within the Property.

29. Off-Road Vehicles Prohibited. Except on paved public streets, no off-road vehicles of any kind, including dirt bikes, ATVs, trucks and cars, are allowed in the Property nor any of the area known as Falcon Hills, which is legally described as Section 25 and the east half of Section 26, Township 12 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, including Paint Brush Hills Filings Nos. 4 through 13A and all portions of the above-described Falcon Hills which are undeveloped as of the date of this Declaration.

30. Animals. No animals except an aggregate of three domesticated household dogs or cats, and except domesticated rabbits, birds, hamsters, similar small animals and fish which are permanently confined indoors, shall be kept or maintained within any Lot, and they may only be kept as pets. No animal may be kept or bred for commercial purposes. Dogs which are known as hybrid wolves or similar breeds which have a history of violent behavior toward humans or other dogs shall not be kept on any Lot nor may they be characterized as a domesticated household pet. Any animal on any Lot which, in the opinion of the Architectural Control Committee, makes an unreasonable amount of noise or offensive odor so as to unreasonably disturb the peace and quiet of the occupants of any Lot or other neighbors shall be permanently removed from the Property. When not indoors, all dogs must either be on a leash or confined to the Lot by means of approved fencing. If a dog is determined by the Architectural Control Committee in its sole discretion to be a dangerous dog, as that term is defined in CRS Section 18-9-204.5(2)(b), any occupant of the Lot upon which such dog is being kept shall forthwith permanently remove such dog from the Property upon written request from the Architectural Control Committee. A reasonable number of chickens may be kept on a lot so long as in the opinion of the Architectural Control Committee they do not constitute an unreasonable nuisance to those on neighboring properties.

31. Motor Homes, Boats, Etc. Each owner or resident may store in the back or side of the owner's Lot, but not on any street in the Property, a maximum of one motor home, one trailer, one boat, and one commercial truck, all of which must be currently registered and/or titled to the owner or

resident of said Lot. Any other vehicles may be stored on a Lot outside of a garage only with the prior approval of the Architectural Control Committee.

32. Signs. No signs shall be permitted on any Lot except for customary signs for sale or rent, for street numbers and for governmental purposes.

ARCHITECTURAL CONTROL COMMITTEE

33. Initial Committee. Declarant is the initial Architectural Control Committee with power to delegate and assign such capacity by written instrument filed with the Clerk and Recorder of El Paso County, Colorado.

34. Prior Approval. No structure of any kind shall be built on any Lot nor its exterior appearance substantially altered except in accordance with plans previously approved by the Architectural Control Committee. All plans shall be submitted to the mail address above or electronically as agreed. Failure of the Architectural Control Committee to act within thirty days after its receipt of submitted plans will be deemed to constitute an approval by the Committee.

35. Waivers and Variances. The Architectural Control Committee may, but is not required to, accept, review and approve or disapprove, in whole or in part, applications for the waiver or variance of any requirement of this Declaration. In granting or denying any approval hereunder, the Architectural Control Committee shall be guided by the purposes of the Declaration and shall take into consideration the preservation of property values and the protection of residents from harmful, offensive or unreasonably annoying activities.

36. Criteria for Approval. The Architectural Control Committee shall approve any proposed improvement on a Lot if it deems in its discretion that the improvement will be in harmony with the surrounding areas and will enhance property values, including that of the Lot and its neighbors.

BINDING EFFECT AND ENFORCEMENT

37. Acceptance by Owners and Successors. Each owner and occupant of a Lot accepts such Lot subject to this Declaration. The rights and obligations under this Declaration shall pass to the successors and assigns of Declarant, who may transfer in whole or in part its rights and powers hereunder.

38. Enforcement. Declarant, the Architectural Control Committee, or any one or more of the owners of the Lots shall have the right to enforce, by any proceeding at law or in equity for damages or for injunction or both, all rights, duties and responsibilities granted by this Declaration. If the Declarant or the Architectural Control Committee is the plaintiff in any proceeding seeking injunctive relief, the plaintiff shall not be required to provide any security or bond which might otherwise be required, and each Lot owner or occupant hereby irrevocably waives any right to

require that any such security be provided. No breach of any of the restrictions or covenants hereof shall be grounds for cancellation, termination or rescission of this Declaration or any provision hereof.

39. Breach. In case of a breach of any provision of this Declaration, Declarant, the Architectural Control Committee or the owner of any Lot may give to the owner or occupant of the Lot where the breach occurs written notice stating the nature of the breach. If the breach is not cured as requested, Declarant, the Committee or the Lot owner may cure the breach at the expense of the owner or occupant so notified. If not paid within thirty days, such amount plus costs of collection, including attorney's fees, shall become a lien on the offending owner's Lot by recording a copy of the notice and the amount due with an affidavit on behalf of Declarant, the Committee or the prosecuting Lot owner that the amount demanded is payable pursuant to this Declaration. Such lien may be foreclosed as a mortgage, and a lawsuit against the offending owner and such owner's agents may also be pursued.

DURATION AND AMENDMENT

40. Amendment. From time to time any one or more of the provisions of this Declaration may be amended by Declarant if necessary to clarify its meaning.

41. Duration. This Declaration shall remain in full force and effect unless and until terminated by 100% of the then Lot owners.

42. No Waiver. This Declaration cannot be changed, terminated or rendered ineffective except in the manner provided above. Failure to enforce any of the provisions hereof shall not waive or impair the right thereafter to enforce the same or any other provision. Approval or disapproval by the Architectural Control Committee of any plans submitted to it shall not waive or impair the right and duty of the Committee to approve or disapprove any similar plans submitted to it. If any provision of this Declaration is held to be invalid or for any reason becomes unenforceable, the other covenants, restrictions and provisions hereof shall not be affected or impaired but shall remain in full force and effect.

43. No Homeowners Association. There is no homeowners association in Filing 13A, none is created by this Declaration, and no homeowners dues or or similar amounts are payable with respect to the Lots hereunder. However, the provisions of this Declaration are binding on all owners and residents of the Lots, and as stated above, the provisions hereof may be enforced against all such owners and residents by the Declarant, by the Architectural Control Committee or by the owners of individual Lots.

IN WITNESS WHEREOF, the undersigned Declarant executes this

