

County of El Paso 2800 of Colorado Fee 16.00
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BOOK 2981 PAGE 972

DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

PREAMBLE:

On this 18th day of November, 1977, for the purpose of protecting the present and future property values of the following described properties located in the City of Colorado Springs, El Paso County, Colorado.

SUNBIRD CLIFFS

WHEREAS, the undersigned being the owner 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:

. . . . Said covenants, restrictions and conditions are as follows:

1. The property above described shall be used for private single-family residential purposes only. No building shall be erected, altered or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and having a maximum height of 30 feet above the ground level, and a private garage for not less than two, nor more than three cars, and a tool shed properly screened so as not to be visible from the streets or from any other lot in the subdivision.
2. All trash and garbage containers shall be hidden from public view at all times. No clothes lines or poles for clothes drying shall be erected on the premises unless so shielded as not to be visible from any street or other lot in the subdivision.
3. No temporary structure, trailer, tent, garage, basement or other structure may be used as a residence, either temporarily or permanently. No house trailers, recreational vehicles, motor homes, motor cycles, boats, etc., or other similar vehicles may be stored on the premises or in the streets of the Sunbird Cliffs for more than one week unless totally contained within the garage on the property.
4. No sign or signs of any kind may be displayed on the premises except for a "For Sale" sign having a maximum area of 5 square feet.
5. Easements for installation and maintenance of utilities and drainage structures are reserved as shown on the plats filed with the Clerk and Recorder of El Paso County, Colorado.
6. No noxious or offensive activity shall be carried on upon any part of Sunbird Cliffs which is or shall become a nuisance to the neighborhood.

7. No animals, livestock or poultry may be kept on any lot, except dogs, cats, or other normally accepted household pets, provided that there shall not be more than two such household pets and that they are not bred for any commercial purpose.

8. All building foundations shall be designed on the basis of recommendations of the Lincoln-DeVore Soils Test Report dated October 7, 1977. Said report will be furnished without cost upon request addressed to William P. Weber, P.O. Box 4288, Colorado Springs, Colorado 80930.

9. All driveways shall be paved with either asphalt or concrete. The design of this pavement shall meet City of Colorado Springs specifications for residential driveways. Driveways shall be constructed so that a backup area is provided permitting drivers to drive forward into the street. The Architectural Control Committee may make exceptions where such construction is impossible or impractical.

10. All garage doors shall be constructed of wood, electrically operated, and kept closed at all times except when they are in use.

11. All roofs will be wooden shake shingles or of other roofing materials of the same quality or cost. Anything other than wooden shake shingles must be approved by the Architectural Control Committee.

12. The maximum amount of artificial landscaping used on any lot shall be 25% of the total landscaped area. At least two strong plastic films shall be used under artificial landscaped areas, and the minimum thickness of crushed rock used shall be 2-1/2".

13. No fence or wall may be erected nearer to any street than the front setback building line of said lot. All fences must be wood and approved by the Architectural Control Committee. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between 2 feet and 6 feet above streets shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them 25 feet from the intersection of the street lines. If the corner is a rounded one, the same rule applies by extending the property lines until they intersect. If a tree is planted within the above area, the foliage shall be removed within the area described above.

14. All buildings erected on any lot in said subdivision shall meet the requirements of both the County of El Paso and the City of Colorado Springs as to materials, specifications and design.

15. Construction once started shall proceed without interruption (unless prevented by strikes or Act of God) to a point where the exterior of the house is completed. Rough grading and finish grading will be done as soon as possible, and at all times the yard will be kept presentable, with no trash allowed to become an eyesore or a windblown nuisance.

16. No commercial-type vehicles and no trucks shall be stored or parked on any lot except in a closed garage, nor parked on any residential street except while engaged in transport to or from a residence. For the purposes of this covenant, a three-quarter ton or smaller vehicle sometimes known as a pickup truck shall not be deemed to be a commercial vehicle or truck unless a camper or similar structure or attachment is attached thereto. No vehicle, automobile or truck of any kind shall be stored or abandoned on any lot or street, and shall not be parked for more than 24 hours on any lot or street for the purposes of making repairs or rebuilding or alterations thereon.

17. All lot owners will keep lots mowed and properly maintained. No rocks, concrete, or any obstructions shall be allowed on lots, and no materials shall be stored on any lot in the subdivision except in connection with construction of improvements thereon. In the event that any lot owner fails to keep his lot properly mowed, or permits trash to accumulate thereon, the same may be put in a clean and acceptable condition by Sunbird Cliffs, LTD., or its successor, and the cost of such work shall be charged to and become a lien upon the lot upon which the work is done.

18. All homes shall be earthtone colors or approved by the Architectural Control Committee.

19. No TV or CB antennas, or ham operator towers shall be on the roof or on the premises, or any kind of antenna or transmission that will interfere with the reception of AM-FM or TV.

20. No dwelling shall be permitted on any lot at a cost of less than \$60,000.00 (not including land cost), based upon cost levels prevailing on the date these covenants are recorded. Future minimum dwelling costs shall be adjusted annually in accordance with published government inflation rates. The intention and purpose of this covenant is to assure that all dwellings shall be of a quality substantially the same or better than that which can be constructed on the date of these covenants.

21. An Architectural Control Committee, consisting of three persons, is hereby created. Said Committee shall consist of three members and the original Architectural Control Committee shall be William P. Weber, Carolyn L. Weber and E.E. McClow. Should any member of said Committee die, or for any other reason be unable to serve or to continue to serve on said Committee, then a successor shall be appointed by the remaining members or member of said Committee. Plans for all buildings and structures to be erected within the subdivision shall be submitted in advance of such erection to the Committee, and the Committee shall approve or disapprove such plans within thirty (30) days after they are submitted to it. Failure to take

action by approving or disapproving plans within such period shall constitute approval thereof, and a majority of the Committee may act to approve or disapprove such plans. No structure shall be erected within the subdivision without the approval of the Architectural Control Committee, and the Committee may make reasonable provisions and requirements of the builder to assure the conformance of such building, when erected, to the plans submitted and approved. In approving or disapproving the plans above mentioned, the Committee may take into consideration the general desirability of the structure, its design, and the harmony of the plan of the design with the terrain and the surrounding neighborhood, the suitability of the materials out of which the proposed structure is to be built, and the workmanship and manner of building such structure, and on any one or more of the above considerations the Committee may disapprove any building plan. The Committee shall not, however, refuse approval for construction of a dwelling house solely on the grounds that any platted lot within the subdivision should not be used as a building site. Whenever the Committee disapproves a set of plans, it shall state in writing its reasons therefor so that if the plan may be made acceptable by the alteration, the proposed builder can do so. All proposed plans submitted to the Committee shall be in writing and accompanied by drawings and be in a sufficient detail so that the Committee can determine the ultimate design, appearance, construction and materials contained in the proposed structure. The Committee may demand that the plans be made in more specific detail in order to make a more qualified determination which shall be considered disapproval of the plans of insufficient detail. The Architectural Control Committee referred to above shall continue for a period of ten (10) years from the date of filing of these covenants. Thereafter, the Architectural Control Committee shall be appointed or selected by the owners of more than one-half

of the lots in said subdivision, each owner being entitled to one vote for each lot owned by him at the time of selection of the Architectural Control Committee. Any vacancies in said Committee shall be filled by the owners of a majority of the lots in said subdivision at the time said vacancy occurs. All vacancies shall be filled within a period of thirty (30) days from the date they occur.

22. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by owners of more than 50% of the lots in said subdivision, amending, changing or revoking said covenants, either in whole or in part, is recorded.

23. These covenants shall be enforceable by the declarants, their heirs and assigns, or by any owner of any lot within the subdivision, in an action brought against the persons violating or attempting to violate any of the covenants or restrictions herein contained, and such action may be brought either to prevent such violation by specifically enforcing the covenants and restrictions herein contained, including but not limited to, requiring the removal of any unauthorized improvements, vehicles, etc., or, at the election of the party bringing such action, to recover damages for such violation. Invalidity of any covenant or restriction herein contained by judgment of any court of competent jurisdiction shall not invalidate the remainder of the covenants, or restrictions which shall remain in full force and effect.

SUNBIRD CLIFFS, LTD.

BY - WILLIAM P. WEBER, GENERAL PARTNER

358253

William P. Weber
WILLIAM P. WEBER

STATE OF COLORADO)
COUNTY OF EL PASO) SS

The foregoing instrument was acknowledged before me this 18th
day of November, 1977, by William P. Weber, General Partner of Sunbird
Cliffs, LTD.



In witness my hand and notarial Seal

My commission expires April 8, 1979

Carolyn L. Weber
Carolyn L. Weber