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**AMENDED AND RESTATED DECLARATION  
OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR GREENCREST SUBDIVISION**

WHEREAS, METZLER SALES CORP., a Colorado corporation, and SYLVIA VAN TEYLINGEN a/k/a ALICE SYLVIA VAN TEYLINGEN and P.H. VAN TEYLINGEN (hereinafter called the "Original Declarants") were the Owners of or persons with an equitable interest in the following described real property:

Greencrest Subdivisions No. 1-3 in the City of Colorado Springs, El Paso County, Colorado (hereinafter collectively called the "Subdivision"); and

WHEREAS, the Original Declarants recorded those certain Declarations of Restrictions and Protective Covenants in Book 2174 beginning at Page 569, in Book 2299 beginning at Page 74 and in Book 2318 beginning at Page 109 of the real property records of El Paso County, Colorado (hereinafter collectively called the "Original Declaration"), and

WHEREAS, the Original Declaration allowed amendment by a majority of the Owners of the Lots agreeing to change those covenants; and

WHEREAS, a majority of the Owners of the Lots do desire to change the covenants and provisions of the Original Declaration by adopting this Amended and Restated Declaration (hereinafter called "Amended Declaration").

**NOW, THEREFORE**, the above required percentage of Owners have amended the Original Declaration as provided herein and declare that the following covenants, terms, provisions, restrictions and easements of this Amended Declaration shall run with the real property described in the Covenants, shall be a burden upon any person or party acquiring, encumbering, owning, leasing or otherwise holding any right, title, or interest in the real property described therein, and shall be incorporated into the Covenants as if originally set forth therein.

1. Effect of Amended Declaration. Upon the recording of this Amended Declaration, the Original Declaration shall be amended, restated, repealed, superseded and completely terminated, and this Amended Declaration shall thereafter be the binding Amended Declaration upon the Subdivision.

2. Residential Use. No Lot shall be used for other than private, single family residential purposes. No Lot shall be used for a group home, child daycare house, half-way house, human services establishment or non-family use as defined by the City of Colorado Springs or any similar use as determined by the Board of Directors. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed one and one-half stories in height, and a private garage for not more than three cars. Two-story dwellings and additional garage or storage space may be permitted with the prior written approval of the Board of Directors .

3. Size of Dwellings. The living area of a one-story Home shall be at least 1,400 square feet of finished construction not including the basement. The living area of a one and one-half story Home shall consist of at least 1,400 square feet of finished construction on two of the three levels. For purposes of these covenants, a one and one-half story Home is defined as being what is commonly referred to as a split-level, consisting of three levels of living space. If a

two-story Home is approved by the Board of Directors, it must have at least 1,200 feet of finished living area on the main floor. As to all the aforementioned footage requirements, same are exclusive of garage area.

4. Construction. All Homes and accessory structures shall be of quality construction and of harmonious design to comply with the character of the area and the natural surroundings, and no building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Board of Directors as to harmony of external design with existing structures, finished grade elevation and value. Homes, landscaping and other items on a Lot should be maintained in good repair.

5. Maintenance of Lots. The Owner shall be responsible for maintaining that Owner's Lot in attractive appearance and condition, including that the weeds are periodically cut and the Lot is kept clear of trash, rubbish and other things of an unsightly nature. Each Lot shall be maintained as close to the natural state as possible, except that yards shall be permitted around each Home. Trees now located on the Lots shall be retained and maintained except as necessary to be removed in connection with construction or fire abatement.

6. Further Subdivision. No Lot or parcel shall be subdivided or merged without the prior written approval of the Board.

7. Prohibition of Nuisance. No noxious or offensive trade or activity shall be carried on upon any portion of any Lot; 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 upon any Lot nor shall any other trade, business, industry or commercial enterprise be permitted or maintained or engaged in on any portion of any Lot.

8. Temporary Structure. No structure of a temporary character, trailer, basement, tent shack, garage, barn or any other outbuilding shall be placed on any Lot or portion of said Lot and used at any time as a residence either temporarily or permanently.

9. Quality Construction. All materials used in the construction, alteration or remodeling of any building shall be of good quality and design. All roofing materials shall be of class "A" rating as determined by the Regional Building Codes in effect at the time of construction or replacement. All proposed exterior changes must be submitted to the Board of Directors for prior review and written approval.

10. Setbacks. No structure erected on any Lot shall be placed closer than twenty (20) feet to the front and twenty-five (25) feet to the rear lot lines nor closer than ten (10) feet to the side lot lines. When topography or other unusual circumstances make these front setbacks impractical, permission for less setback may be obtained from the Board of Directors, but under no circumstances closer than fifteen (15) feet to front lot line, and further, provided that the necessary variance can be obtained from the City of Colorado Springs to build within the setbacks provided by the city ordinances. For the purposes of this Amended Declaration, eaves, steps and open porches shall not be considered as a 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.

11. Vehicles. Boats, trailers, campers and other equipment, excluding automobiles, which are in operating condition, shall not be parked or kept on any Lot without adequate screening, such as fencing, trees and landscaping, or other materials, as approved by the Board of Directors. This shall not prevent the Owner from parking such vehicles temporarily for the purpose of loading and unloading, but is intended for the purpose of preventing Owners from keeping such items on a Lot for extended periods of time and creating an unsightly condition. Unlicensed, abandoned or junk vehicles shall not be parked in open view within the Subdivision.

12. Outbuildings. All buildings, tool sheds, greenhouses, and structures of a similar nature may be permitted on any Lot, provided however, that any such outbuilding must be approved by the Board of Directors both as to structure and location prior to the commencement of any construction. Any Owner desiring to construct or place on his Lot any such outbuilding shall submit plans showing the structure, the materials to be used and the location on the Lot to the Board of Directors for approval, and the structure must comply in all respects with such specifications or same shall be subject to summary removal.

13. Prohibition of Sight Obstructions. No fences, wall, hedge or shrub planting which obstructs the sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot with 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, or in the case of a rounded property corner, from the intersection of the street property 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 said intersections unless the foliage line is maintained at sufficient height to prevent obstruction of said sight lines.

No fences, walls or other similar structures, except hedges, shall be constructed between the front line of any Lot or parcel and the front line of any garage or dwelling house on said Lot or parcel of said property. No hedge that exceeds three (3) feet in height shall be planted or grown between the front line of any Lot or parcel and the front line of any garage or dwelling house.

14. Animals. No horses, cows, swine, chickens or other barnyard animals or fowls shall be kept upon any part of any Lot except that house pets, namely, dogs and cats, may be kept upon a Lot, provided the same are not kept for commercial purposes.

15. Trash. No trash or other refuse shall be burned on any portion of any Lot. No trashcans or receptacles shall be viewable from the street, except on trash collection day.

16. Completion of Construction. Any construction which is commenced on any structure located on any Lot shall be carried on, weather permitting, so as to be completed in an orderly manner and in any event within six (6) months from the start of construction. If any such structure be abandoned, the Board of Directors shall have the authority to remove all or portions of such structure so as to prevent its being unsightly and a detriment to the area. Notice of such intent to remove shall be placed on the Lot ten (10) days prior to such action, and in the event such removal becomes necessary, the Owner of the Lot shall be liable for all costs of such work.

17. Run with Land. Any provision of this Amended Declaration may be changed, amended, added to or terminated at any time hereafter by the vote of the Owners of a majority

of the Lots (one vote per Lot); any such amendment shall be recorded in the real property records of El Paso County, Colorado and signed by the President of the Association stating that the necessary approvals have been obtained. Subject to the provisions hereof, these restrictions, conditions, and covenants shall run with the land for twenty-one (21) years from the date hereof and shall thereafter be automatically extended for the successive periods of twenty-one (21) years and shall be binding upon all Owners and all persons claiming under them as provided herein.

18. No Signs. No advertising signs shall be erected on any portion of Lot except the Owner may place on his Lot or parcel a "For Sale" sign, provided the total area of said sign shall not exceed (7) square feet.

19. Easements. There is hereby reserved an easement for public utilities and drainage five (5) feet on each side of all side lot lines and six (6) feet on each side of all rear lot lines. No construction of fences and planting of shrubs or trees shall be made so to interfere with such easements.

20. Antennas and Utility Lines. No antennas except those authorized by the Federal, State or local laws or Regional Building Codes shall be placed within the boundaries of any Lot. All utility lines, including service lines of whatsoever kind or nature, shall be buried underground.

21. Plans. Plans and specifications for all building and structures to be erected, changed or altered, showing topography and finished grade elevation shall be submitted in advance of such construction to the Board of Directors which shall review and approve or disapprove said plans in writing within thirty (30) days after submission. Failure to take action within said 30-day period shall constitute rejection of the plans, and said Board of Directors may make reasonable provisions to ensure that all structures shall conform to the plans submitted and approved. In the event of a recommendation of disapproval, the Board of Directors shall state its reasons for such recommendation. In all matters, the decision of a majority of the Board of Directors voting shall be controlling.

22. Violations. In the event of any violation of any of the provisions contained herein or any attempt to violate the same, any person or persons owning any Lot or the Board of Directors may initiate proceedings at law or in equity against the person or persons so violating or attempting to violate said provision and either request injunctive relief or recover damages, expenses, costs and reasonable attorney's fees for such violation.

23. Definitions and Effects.

23.1 Amended Declaration: "Amended Declaration" shall mean this Amended and Restated Declaration of Restrictions and Protective Covenants and any subsequent amendments thereto.

23.2 Architectural Control Committee: The "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee described in this Amended Declaration. The Architectural Control Committee shall make recommendations to the Association's Board of Directors, but final decisions under this Amended Declaration shall be made by the Board of Directors, which may establish rules for construction and architectural procedures.

23.3 Association: "Association" shall mean Greencrest Homeowners Association, a

Colorado nonprofit corporation, its successors and assigns.

23.4 Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Greencrest Homeowners Association.

23.5 Including. "Including" shall mean including without limitation.

23.6 Home. "Home" means a single family residential dwelling structure location upon a Lot.

23.7 Lot. "Lot" shall mean a Lot located in Greencrest Subdivision No. 1, No. 2 or No. 3 in the City of Colorado Springs, El Paso County, Colorado.

23.8 Owner. "Owner" shall mean the owner of fee title of a Lot who shall also be a member of the Association.

23.9 Story. "Story" shall mean a height of 8 feet as determined by the Board.

24. Association Operation: The Association shall have the duties, powers, and rights set forth in the Association Articles of Incorporation and Bylaws. Every Owner of a Lot within the Subdivision shall automatically be a member of the Association, and each Lot is entitled to one (1) vote in the Association to be cast as the Owner(s) of that Lot shall decide. The Association shall be entitled to collect assessments as provided in its Bylaws subject to the limitations of this document. As more specifically set forth herein, the Association shall have a Board of Directors to manage its operations. The Board of Directors may define by resolution any phrase, provisions or word in this Amended Declaration. The Board of Directors shall have the right to appoint an Architectural Control Committee for the purpose of advising the Board of Directors regarding conformity to the covenants of this Amended Declaration.

25. Binding Effect.

(a) The foregoing restrictions shall apply only to the Owners of the fee title of any Lot and the heirs, legal representatives, successors or assigns of such Owner, and said restrictions shall not apply to or in any manner operate to prejudice the Owners of valid liens on the property affected hereby. However, if the Owner of a valid lien becomes the Owner of the fee title to the said property, then the said restrictions shall thereupon become applicable to such lien holder as such Owner. All the provisions contained in this instrument shall be construed together, but if it shall at any time be held that any provision or part hereof becomes unenforceable, no other provision or part hereof shall be affected or impaired.

(b) Every person, who by deed becomes the Owner of any Lot, tract or parcel of land hereinabove described, will be deemed to have accepted such deed and title to the land here described, or any portion thereof, subject to all the restrictions and conditions herein contained.

(c) Every person, who by written contract agrees to purchase any Lot, tract or parcel of land hereinabove described, will be deemed to have made and accepted such contract and agreed to purchase the lands herein described, subject to all the restrictions and conditions herein contained.

(d) The heir, executor, administrators, representatives, successors or assigns of

