

DECLARATION
OF PROTECTIVE COVENANTS
OF SUN HILLS SUBDIVISIONS #1 THROUGH #7

This Declaration of Protective Covenants, which **supersedes and amends** all prior Protective Covenants pertaining to Sun Hills Subdivisions #1 through #7, and having been approved and executed by a majority of the lot owners in Sun Hills Subdivisions #1 through #7, El Paso County, Colorado, is filed pursuant to the terms of Part C of the Sun Hills Amended Declaration of Protective Covenants recorded December 9, 1963, in Book 1989 at Page 667 of the El Paso County Clerk and Recorder, which concerned Sun Hills Subdivisions #5 through #7, along with a Revision and extension thereto recorded February 28, 1985, in Book 3977 at Page 814; and pursuant to the terms of Part C of the Declarations of Protective Covenants recorded March 1, 1960, in Book 1793 at Page 438, which concerned Sun Hills Subdivisions #1 through #4; and pursuant to the terms of Part C of the Amended Declaration of Protective Covenants recorded February 26, 1986, in Book 5131 at Page 983. This Declaration of Protective Covenants was previously recorded as an Extension and Approval of Prior Amended Declarations of Protective Covenants of Sun Hills Subdivisions #1 through #7 on January 20, 1995, in Book 6593 at Page 294.

The signatures represented at the end of this instrument constitute a majority of the lot owners of Sun Hills Subdivisions #1 through #7, all of whom are undersigned having approved the adoption of and the extension of the following protective covenants, consisting of Parts A through C, pursuant to a ballot and letter to Sun Hills Subdivisions lot owners from the president of the Sun Hills Association, dated December 15, 1993.

PART A

- 1.a. **LAND USE, BUILDING TYPE AND OCCUPANCY.** The land contained herein shall be used for residential purposes. No building shall be erected, altered, placed, or permitted to remain, except detached, single family dwellings not to exceed 35 feet in height. Private garages, private stables, or other structures may be permitted upon approval of the Architectural Control Committee anytime after the main dwelling has been completed and occupied. The exterior of all buildings shall be completed within one (1) year of commencement of construction.
- b. Only one single-family residential dwelling shall be permitted on each lot. No used structure of any sort shall be moved onto any lot. Mobile homes shall not be permitted for residential purposes.
2. **SUBDIVISION.** No subdivision or re-subdivision of any lot or combination of lots as shown on the plat shall be permitted.
- 3.a. **ARCHITECTURAL CONTROL.** No building shall be erected, placed, added to, or altered on any lot until the construction plans and specifications and a plan showing the

location of the structure on the lot have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. All man-made structure's exterior to the approved dwelling must be similarly approved by The Architectural Control Committee, including but not limited to, swimming pools, man made ponds, fences, antennae, satellite dishes and windmills.

- b. Approval of the Architectural Control Committee shall be provided in Part B and said approval by the Committee shall not be unreasonably withheld.
 - c. The Architectural Control Committee shall be entitled to charge a reasonable inspection and review fee and said fee shall be paid when plans are presented to the Committee.
- 4.a. DWELLING SIZE AND LOCATION. No dwelling shall be permitted on any lot in which the living area of the main structure, exclusive of one-story open porches and garages, shall be less than 2000 square feet. The living area on the ground floor of the main structure shall not be less than 1500 square feet. All dwellings shall be located on a lot in such a manner that the topography, grade contour and finish grade elevations lend such house to the harmony and development of the area and are commensurate with the harmony and exterior design of other structures in the area. To the extent possible, new dwellings shall not inhibit the view of existing dwellings. To the extent possible lots shall be landscaped to preserve their natural state.
- b. No building or structure of any kind shall be located on any lot nearer than 50 feet to the front lot line, nor nearer than 25 feet to any side or rear lot line. If the side lot line adjoins a public street, the building shall be set back 50 feet from that lot line. For the purposes of this covenant, eaves, steps, open porches, and decks shall be considered as a part of a building.
5. DRAINAGE. No material change may be made in the ground level, slope, pitch or drainage patterns of any lot as fixed by the original finish grading except after first obtaining the approval of the Architectural Control Committee. Grading shall be maintained at all times so as to conduct surface waters away from structures and so as to prevent drainage problems for other lot owners.
6. EASEMENTS OR ALLEYS. Easements or alleys for installation and maintenance of utilities and drainage facilities and for roadways are reserved as shown on the recorded plat. No shrubbery, trees or plantings shall be planted on said easement or alley. 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 utility and drainage facilities.
7. COMMERCIAL ENTERPRISES. No manufacturing or commercial enterprises 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; except, that

professional offices may be maintained within the main dwelling upon specific approval by the Architectural Control Committee in each case.

- 8.a. **GARBAGE, REFUSE AND UNSIGHTLY OBJECTS.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be disposed of in a sanitary manner. All containers or other equipment for the storage or disposal of garbage and trash must be animal proof and shall be kept in a clean, sanitary condition.
- b. Refuse piles or other unsightly objects or materials including, but not limited to, stripped or unused automobile bodies or parts, or unlicensed and unregistered vehicles, shall not be allowed to be placed or to remain upon the premises. The Sun Hills Homeowners Association shall have the right to enter upon said lands and remove such refuse piles or other unsightly objects or materials at the expense of the owner and such entry shall not be deemed a trespass.
9. **COMMERCIAL VEHICLES.** 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 or alley except when engaged in transport to or from a residence. For the purposes of this covenant a $\frac{3}{4}$ ton or smaller vehicle, commonly known as a pick-up truck, and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck.
10. **NUISANCES.** No noxious, hazardous, 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. No annoying lights, sounds, or odors shall be permitted to emanate from any living unit or lot.
11. **ANIMALS.** No person shall be allowed to keep, breed, or raise chickens, turkeys, cattle, sheep, goats or other domestic farm animals or any exotic or wild animal, on any lot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs, or other household pets on any lot, provided they are not kept, bred, or raised for any commercial purpose. As an exception to this restriction, horses may be kept on any lot providing that any enclosures, corral, or any structure for the housing of horses shall be first approved in writing by the Architectural Control Committee and shall be no closer than 50 feet to any adjoining lot line and also providing they are not kept or raised for any commercial purpose. The housing of said animals shall in no way destroy, damage, or disfigure the property. All animals shall be under control of the owner or on a leash at all times. The owner is responsible to see his animal does not become a nuisance or annoyance to neighbors.
12. **TEMPORARY RESIDENCE PROHIBITED.** No structure of temporary character, trailer, basement, tent, shack, barn or other out-building shall be used on any lot at any time as a residence.

13. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot or any right-of-way except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction.
- 14.a. **MAINTENANCE AND REPAIR.** Each owner shall maintain the exterior of the dwelling, any accessory building, and all other structures, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surface becomes weather beaten or shows apparent wear. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawns, shrubs, trees, other landscape material, fences, permitted signs, mail boxes, and outdoor lighting supports and fixtures.
- b. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm, or any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to a sightly condition, such rebuilding or restoration to be completed within reasonable promptness and in any event within six months.
- c. No building material shall be stored on any lot except temporarily during continuous construction of a building or its alteration or improvement, which construction must commence immediately following the placing of the materials upon the site.

PART B – ARCHITECTURAL CONTROL COMMITTEE

1. **MEMBERSHIP.** The Architectural Control Committee derives its authority from these covenants and from the Bylaws of the Sun Hills Homeowners Association. The Architectural Control Committee shall be composed of volunteer homeowners of not less than 3 or more than 5 in number. The Chairman of the Architectural Control Committee is elected by its members. The Sun Hills Homeowners Association shall elect persons to fill vacancies on the Committee as such vacancies shall arise. A member of the Committee may be removed by a vote of a majority of the lot owners.
2. **PROCEDURE.** The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove a proposal within 30 days after the plans and specifications have been submitted to it, the proposal shall stand approved for purposed of these covenants, except that any request for a waiver or variance from these covenants shall not be approved except as provided in paragraph B.3 below.
3. **WAIVERS OR VARIANCES FROM COVENANTS.** The Architectural Control Committee shall not grant any waiver or variance from the requirements of these covenants except in writing and after express approval of such waiver or variance by a majority of the incumbent officers of the Sun Hills Homeowner's Association.

PART C

1. **TERM.** These covenants are to run with the land and shall be binding on each lot and on all person or entities who own or hereafter acquire ownership or any right, title and interest in any lot in the Sun Hills Subdivision. Such covenants shall be binding for a period of ten 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.
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 grantors, as well as the owner or owners of any lot, or lots in the area, or the Sun Hills Homeowners Association to institute, maintain and prosecute any proceedings at law seeking either injunctive relief and/or specific execution of these covenants or to recover damages for the violation thereof.
3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect, and failure to insist upon enforcement of any one or more of the covenants or restrictions herein set forth shall not constitute a waiver of that covenant or any of the remaining covenants or restrictions.

Approved by the following lot owners in the Sun Hills Subdivision:
(signatures not in my copy)