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BOOK 2841 PAGE 513

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

PART OF CHEYENNE
MOUNTAIN RANCH

THIS DECLARATION, made on the date hereinafter set forth by
DITZ-CRANE, a California corporation, d/b/a GENTRY DEVELOPMENT COMPANY,
qualified to do business in the State of Colorado, hereinafter referred to
as "Declarant",

WITNESSETH:

WHEREAS, Declarant DITZ-CRANE is the owner of certain real
estate in the County of El Paso, State of Colorado, more particularly
described as follows, to-wit;

Gentry Subdivision Filing No. 1, City
of Colorado Springs,
Lots 1, 2, 3, and 4,

hereinafter called the "Property" or the "Subdivision".

NOW, THEREFORE, Declarant hereby declares that all of the
Property shall be held, sold and conveyed subject to the following
easements, liens, restrictions, covenants and conditions, which are for
the purpose of protecting the value and desirability of, and which shall
run with, the Property and be binding on all parties having 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 owner
thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to

GENTRY SUBDIVISION HOME OWNERS ASSOCIATION, INC., a Colorado non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including owners who have sold on contract, but have not conveyed their fee interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that real property hereinbefore set forth and such property as annexed hereto under the provisions of Article VIII, Section 6.

Section 4. "Common Area" shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows;

The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows: Tracts A, B, C, D, E, F and G in Gentry Subdivision Filing No. 2, Colorado Springs, Colorado.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which is used or intended for use as a residential dwelling site, but does not include the Common Areas, private streets, easements or rights-of-way and common parking area.

Section 6. "Declarant" shall mean and refer to DITZ-CRANE, a California corporation, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Board" shall mean the Board of Directors Of GENTRY SUBDIVISION HOME OWNERS ASSOCIATION, INC., as the same is provided for in its Articles of Incorporation and By-Laws.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public

agency, authority or utility, as provided in its Articles of Incorporation.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. As long as there is a Class B membership dedication or transfer of Common Area will require approval of Federal Housing Administration or the Veterans Administration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separator from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting memberships

Class A. Class A members shall be all Owners with the exception of the Declarant DITZ-CRANE and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall

be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant DITZ-CRANE and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1983.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant DITZ-CRANE, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements such assessments to be established and collected as hereinafter provided. The annual and special assessments,

together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon Liu; property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessments. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner by the Declarant, the maximum annual assessment shall be Ninety Dollars (\$90.00) per Lot.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be _____ each year not more than five percent (5 %) above the

maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5 %) by the vote or written assent of two-thirds (2/3) of each class of members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of each class of members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Any action authorized under Section 3 or 4 shall be taken to a meeting called for this purpose, written

notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by two-thirds (2/3) of the votes cast at such meeting, but such vote is less than the requisite two-thirds (2/3) of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the day of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable change, furnish a certificate signed by an

officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6 %) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and may foreclose the lien against the Lot as the Association elects. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval of Plans. No building, fence, wall or other structure shall be erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing structure be altered in any way to change its exterior appearance except in accordance with plans, specifications, samples and materials showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing by the approving authority. The matters, taken into account by the approving authority shall include but shall not be limited to harmony of external design, location in relation to surrounding structures and topography and adequacy of materials for their intended use. All plans, samples and other materials shall be submitted in duplicate and shall include a plot plan showing the location of buildings, drives, fences and other structures. Building and other structure plans shall show all exterior elevations and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples. No change in the exterior appearance, type, color, grade, height or location of any building or structure shall be made without the prior written approval of the approving authority. If the approving authority fails to approve or disapprove such design

and location within thirty (30) days after the complete package of plans, samples and materials has been submitted to it, no approval will be required and with this Article will be deemed to have been fully complied with.

Section 2. Approving Authority. Gates Land Company is designated as the approving authority. Gates Land Company may from time to time delegate to the Association or to a committee appointed by the Association the functions and status of approving authority and may revoke any such delegation.

ARTICLE VI

RESTRICTIONS

Section 1. Single Family Residential Restrictions.

(a) All lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot or building site.

(b) No structure shall be erected within the Subdivision except single family dwellings and those accessory buildings and accessory structures which have been approved by the approving authority.

(c) All construction shall be new. No building or dwelling may be moved onto a lot or building site except as expressly hereinafter provided for temporary buildings.

(d) No building materials shall be stored on any lot except temporarily during continuous construction of a building or its alteration or improvement.

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

(f) Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by the Declarant or with the permission of the approving authority. Model homes may be used and exhibited only by Declarant or with the permission of the approving authority. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes. No structure other than a dwelling, no accessory building other than a guest house or servants' quarters, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other structure may be placed on any building site before completion of the dwelling upon such building site except with the permission of the approving authority.

(g) No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under said property.

(h) Easements for utilities as to a portion of the real property described in Exhibit C attached hereto, which portion is fully set forth in Exhibit B attached hereto and incorporated herein by reference, are hereby reserved to Declarant, its successors and assigns, as perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across the five (5) foot strip along and adjoining each side lot line and a seven (7) foot strip along and adjoining each rear lot line for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage, and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes. Further reserved to Declarant are easements in addition to those above described as may have been or may hereafter be granted by duly recorded conveyance.

Section 2. Utilities. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.

Section 3. Density and Quality Standards.

(a) No more than one (1) dwelling shall be erected or maintained within any building site, to-wit: a Lot as established by the recorded plat or the combination of two (2) or more Lots or portions thereof as approved in writing by the approving authority, and aggregating not less than 3,360 square feet.

(b) No dwelling shall be erected which, exclusive of porches, patios, covered but unenclosed areas, garages and attached accessory buildings, has a gross livable ground floor area of less than 840 square feet.

(c) No dwelling or other structure shall be more than two (2) stories in height except with the prior permission of the approving authority, to be granted only in cases of serious hardship.

(d) All roof areas shall be of cedar shakes, cedar shingles, composition shingles or shall be of a type of material approved by the approving authority.

(e) No aerial or antenna for transmission of radio or television or other electronic signals may be maintained or erected within the Subdivision. No aerial nor antenna for transmission or reception of radio or television or other

electronic signals shall be maintained on the roof of any building nor shall they be maintained at any location so as to be visible from neighboring property or adjacent streets. All outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods shall be so placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

(f) Each Owner shall maintain the exterior of the dwelling and any accessory buildings in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent and shall cause them to be repainted periodically and before the surfacing becomes weather-beaten or worn off.

(g) Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same Lot.

(h) Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or for 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 with reasonable promptness and in any event within six (6) months.

Section 4. Living Environment Standards.

(a) Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

(b) No ashes, trash, rubbish, garbage, grass, scraps container or other refuse shall be stored accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.

(c) No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on on any Lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living unit.

(d) No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site.

(e) No electronic or radio transmitter of any kind except garage door openers shall be located or operated in or en any structure or within any building site.

(f) Except with the permission of the approving authority, which permission shall be revocable:

(1) No animals except an aggregate of two (2) domesticated dogs or cats and except domesticated birds and fish and other small domestic animals permanently confined indoors shall be maintained within the Subdivision and then only if kept as pets. No animal of

any kind shall be permitted which in the opinion of the approving authority makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purpose.

(2) No boat, trailer, camper (on or off supporting vehicle), commercial vehicle, mobile home, motor home, motorcycle, tractor, or any towed trailer unit or truck excepting only pick-ups solely for the private use of the residents of a dwelling shall be parked overnight on any street or within any lot or building site except in a completely enclosed structure, or fully screened in a manner approved by the approving authority so as not to be visible at ground level from any neighboring property or street.

(3) No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

(4) No stripped down, partially wrecked or junk motor vehicle or sizeable part thereof shall be permitted to be parked on any street or any lot in such a manner as to be visible from any neighboring property or street.

(5) No signs shall be permitted on any lot or structure except for one sign of customary size for offering of the signed property for sale or rent; one sign of customary size for identification of the occupant and address of any dwelling; such multiple signs for sale, administration and directional purposes during development as are approved by Declarants or by the approving authority; such signs as may be necessary to advise of rules and regulations or to caution or warn of danger and such signs as may be required by law. All permitted signs must be professionally painted, lettered and constructed.

(g) Within one hundred eighty (180) days after construction of a dwelling has been completed, all yards and open spaces, except as prevented by subsequent construction activities, shall be landscaped and thereafter maintained in lawn or landscape. All open spaces shall be kept free from plants or seeds

infected with noxious insects or plant diseases and from weeds which in the opinion of Declarant or the approving authority are likely to cause the spread of infection or weeds to neighboring property.

(h) 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 prior written consent and approval of the approving authority. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture.

Section 5. Facing Malls.

(a) General Rules. A wall which faces directly on an adjoining Owner, within six (6) inches or less from the property line, shall be subject to an "Easement Right" in such adjoining Owner to paint or maintain the same at such adjoining Owner's cost. Such right shall be for decoration only and any act damaging the structural integrity or injurious to the surface integrity of such wall is prohibited. The color or appearance of the wall may not be changed except with the prior approval of the approving authority.

(b) Further, the Owner of such wall shall have an "Easement Right" over the adjoining Owner's property as the same

is necessary for such Owner to maintain or repair said wall. Consent shall first be obtained from adjoining Owner, which consent shall not be unreasonably withheld, and Owner shall be responsible for restoring the property of adjoining Owner to its original condition.

(c) Disputes. In the event of any dispute concerning such "Easement Rights" to paint or maintain, such dispute shall be submitted to the Board of Directors of the Association for determination. The decision of said Board shall be binding on the parties to the dispute.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Disputes. In the event of any disputes concerning such party walls, such dispute shall be submitted to the Board of Directors of the Association for determination. The decision of said Board shall be binding on the parties of the dispute.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, Gates Land Company, the approving authority and each Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Gates Land Company, the approving authority or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Binding Effect. Each Owner and each occupant of any parcel within the Subdivision accepts such parcel subject to all of the covenants and restrictions in this Declaration. Each covenant and restriction is for the benefit of Declarant and Gates Land Company and of each Owner of any parcel of the Subdivision and shall inure to and run with each parcel or the Subdivision and shall apply to and bind the respective Owners of each parcel of the Subdivision and their successors in interest.

Section 3. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Protection of Lenders and Encumbrances. Violation of any covenant, restriction or other provision of this Declaration shall not impair the lien of any first mortgage or first Deed of Trust.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a majority of the Lot owners in writing, filed for record in El Paso County before expiration of the term or any extension, declare that this Declaration shall not be extended. This Declaration may be amended from time to time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. As long as there is a Class B membership, dedication or transfer of the Common Area, the amendment of this Declaration of Covenants, Conditions and Restrictions will require the prior approval of the Federal Housing Administration or the Veterans Administration.

Section 6. Annexation.

(a) It is the intent of the Declarant that this development shall proceed in stages within an area in the County of El Paso and State of Colorado more particularly described in Exhibit C attached hereto and incorporated herein by reference.

(b) Additional land within the area described in said Exhibit C may be annexed by the Declarant without the consent of members of said GENTRY SUBDIVISION HOME OWNERS ASSOCIATION, INC., within seven (7) years of the date of this instrument, provided that the Federal Housing Administration or the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them.

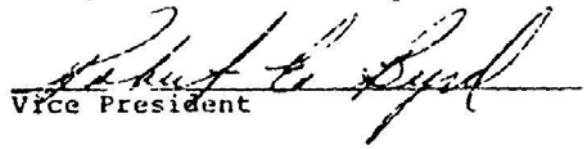
(c) Additional residential property and common area outside of and beyond Exhibit c may be annexed to the property with the consent of two-thirds (2/3) of each class of members, and as long as there is a Class B membership with the prior approval of the Federal Housing Administration or the Veterans Administration.

Section 7. Assignment. The Declarant DITZ-CRANE specifically reserves the right to assign all of its rights and privileges hereunder to Gates Land Company.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14 day of June , 1976.

DITZ-CRANE, a California corporation,
successor to GENTRY DEVELOPMENT
COMPANY, a California corporation

By


Vice President



STATE OF California)
COUNTY OF San Francisco) ss.

The foregoing instrument was acknowledged before me this 16th day of June, 1976, by ~~XXXXXX XXXX~~
~~XXXXXX President, XXXX~~
C. N. Jetmore, Jr., Secretary of Ditz-Crane, a California corporation.

Witness my hand and official seal.

Mary Ghiringhelli
Notary Public

My Commission expires:

December 30, 1976



STATE OF Illinois)
COUNTY OF El Paso) ss..

The foregoing instrument was acknowledged before me this 14th day of June, 1976, by Richard B. Ditz, Vice President of Ditz-Crane, a California corporation.

Witness my hand and official seal.

Jan McNelly
Notary Public



My Commission expires: