

# FALCON ESTATES COMPANY

## *Declaration of Protective Covenants*

### PART A

1. **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 or two stories in height. Private garages and private stables may be permitted in accordance with restrictions hereinafter set forth.
2. **SUBDIVISION.** No further subdivision or re-subdivision of any lot or combination of lots as shown on the plat shall be permitted except upon prior approval of the Architectural Control Committee.
3. **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 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 finished grade elevation. No fence, hedge or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. No windmill, pump house or water tank shall be installed above ground unless similarly approved. Approval shall be as provided in Part B, and said approval of the Architectural Control Committee shall not be unreasonably withheld.
4. **DWELLING SIZE.** No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1200 square feet. Upon approval by the Architectural Control Committee (as provided in paragraph 3, Part A and Part B of these Protective Covenants), two-story and split level houses may be permitted in those instances where the topography, grade contour and finish grade elevations lend such houses to the harmony and development of the area and are commensurate with the harmony and exterior design of the other structures in the area.
5. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line not nearer than 25 feet to any side or rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of a building.
6. **EASEMENTS OR ALLEYS.** Easements or alleys for installation and maintenance or utilities and drainage facilities and for roadways are reserved as shown on the recorded plat. No shrubbery, trees or plantings shall be placed 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. **ROADWAYS.** The grantors herein, their heirs and assigns, reserve the right to change, lay-out anew or discontinue any street, road or way shown on the plan of development not necessary for ingress or egress to or from an owner's premises, subject to the approval of the County of El Paso if required.
8. **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.
9. **UNSIGHTLY OBJECTS.** Refuse piles or other unsightly objects or materials shall not be allowed to be placed or to remain upon the premises or easements. The Architectural Control Committee 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.
10. **COMMERCIAL VEHICLES.** No commercial type vehicles and no trucks shall be stored or parked on any lot except in a closed garage, nor parked in any residential street or alley except while 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.
11. **NUISANCES.** No noxious 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.
12. 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.

13. **ANIMALS.** No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, sheep, goats, swine or other domestic, farm or barnyard animals or fowls 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 dogs, cats 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 enclosure, 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 residence either on the same lot or adjoining lots, nor closer than 50 feet to any adjoining lot line and also providing they are not kept, bred or raised for any commercial purpose.

14. **TEMPORARY RESIDENCES.** 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, either temporarily or permanently, and no used structure of any sort shall be moved onto any lot.

15. **GARBAGE AND REFUSE DISPOSAL.** No lot or easement 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 shall be kept in a clean, sanitary condition.

16. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, developed or subdivider to advertise the property during the construction, development and sales period.

17. All water wells and sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the City-County Health Department of El Paso County, Colorado.

18. Any residence constructed on any lot shall be connected with any public or community water or sewage disposal system which may hereafter be formed or created to serve the subdivision so long as the formation or creation of such water or sewage disposal system has the written approval of the owners of a majority of the lots in the subdivision.

#### **PART B – ARCHITECTURAL CONTROL COMMITTEE**

1. **MEMBERSHIP.** The Architectural Control Committee is composed of Wm. C. Murdoch, Jr., Floyd Stanley and G. F. Grant. A majority of the Committee may designate a representative to act for it. In the event of death, resignation or failure to act on the part of any member of the Committee, the remaining members shall have full authority to designate a successor or successors. Neither the members of the Committee, nor its designated representatives shall have or be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots and the majority of the land area shall have the power through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

2. **PROCEDURE.** The 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 within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### **PART C**

1. **TERM.** These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of TWENTY-FIVE (25) years from the date these covenants are recorded, after which time said covenants will and 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 to institute, maintain and prosecute any proceedings at law, either in equity against the person or persons violating or attempting to violate any of the covenants or restrictions contained herein for injunctive relief and specific execution thereof, or to recover damages for the violation thereof.

3. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and failure to insist upon the 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.