



AMENDED COVENANTS ORIGINAL RECEPTION # 097003106
Declaration of Amended Protective Covenants, Conditions, Restrictions
Easements and Charges
Dancing Wolf Estates
State Of Colorado, County of El Paso

The following are changes to the original covenants which were recorded in El Paso county under reception # 097003106.

Paragraph 1 shall read as follows:

KNOW ALL MEN BY THESE PRESENTS: That whereas the Declarant, David B. McElhoes, and Alyce T. McElhoes, in joint tenancy with sole right of survivorship, hereinafter called the Declarants, are the owners of lots one through five (Five A and Five B inclusive), inclusive of Dancing Wolf Estates, situated in the County of El Paso, State of Colorado. Lot six (6) and seven (7) are owned by Thomas & Claudia Langley, and they are bound by the original covenants only and not these amended covenants.

Paragraph #9 and #12 . Shall be changed to read as follows:

9. **CONSTRUCTION APPLICATION AND PROCESSING FEE:** An initial non-refundable construction application fee of \$50.00 shall accompany each formal submittal of plans. In the future the AC may change this fee to cover cost of processing changes. Any unused portions of these funds will be placed into the covenant enforcement fund. Future improvements, not part of the initial plans, must also be formally submitted and may require a 1/4 reduced fee. This improvement fee requirement may be waived at the sole discretion of the AC. Formal submittal shall include plot/site plan, landscape plan, complete house plans, accessory buildings, color samples, building material types, exact locations of all improvements, retaining walls, setbacks, elevations, driveways, earthwork grading, septic system, well site, and fences. After approval by the AC, and 30 days prior to breaking ground, all trees and vegetation planned to be removed must be clearly marked with orange ribbons. Building(s) locations must also be marked with orange painted surveyors stakes with elevations clearly marked on each stake. After they are marked the owner shall notify the AC and, within that 30 days, the AC will evaluate the building locations(s) and may request moving building(s) if undue trees or vegetation will be removed. Or, in lieu of destroying trees or vegetation, the Declarants may, at the Declarants expense, pay to have marked trees moved onto other lots within Dancing Wolf Estates. The decision to request moving building(s) versus having trees moved shall be at the sole discretion of the AC. After approval of plans and before construction shall begin, the property owners shall pay a \$2,000 building compliance deposit to be held by the AC until building completion. Upon building completion and final grading, or on the one year anniversary of approval, an inspection of the property shall be made and a refund of the compliance fee given ---provided the house and buildings have been constructed according to approved plans and pre-approved changes by the

AC. Further, lots 2, 3 and 7 shall have ten (10) 4-6 ' trees professionally planted onto the lot. These trees must also be planted prior to a building compliance fee refund will be made. Deposit monies will be refunded within 30 days of building and/or tree planting approval.

12. ANIMALS: No animals or livestock of any kind shall be housed, raised or kept on any lot except that commonly accepted household pets, 4H animal projects, and up to four horses or other equivalent number of animal units (as specified by the water consumption usage per state water statistics) may be kept per lot for recreational purposes, and provided no animals are kept or maintained for any commercial purposes-- unless pre-approved by the Declarants. Any lot under 5 acres is limited to two (2) animal units. Furthermore, restricted from any lot under five (5) acres, shall be horses and sheep. Any overgrazing of property is strictly prohibited. On lots of five acres or more, horses shall be within an approved enclosure when not being used for riding. General lot grazing outside the restricted area is allowed as long as there is adequate fencing and no overgrazing occurs. Stables, barns, corrals, and runs will be 50 or greater feet to any adjoining lot line, house, or public roads. All barns, stables etc. shall be behind the house as it faces Dancing Wolf Way, unless a variance is requested and approved by the AC. The AC may make variances to this restriction if necessary. Barns, stables and other accessory buildings shall match the color and architecture of the house. Barns, corrals, runs, and stables shall be kept in good condition and all fencing will have three or more rails, or be of sturdy and aesthetically pleasing fencing. All structures and fencing require AC approval. All animals shall be kept in a humane manner and according to lawful sanitary regulations. No pet or animal will be allowed to be a nuisance to any person or lot owner in Dancing Wolf Estates.

All other covenant restrictions shall be unchanged and remain as previously recorded.

J. Patrick Kelly El Paso County 099037282
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