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Declaration of  
Protective Covenants, Conditions, Restrictions, Easements and Charges  
Dancing Wolf Estates  
State of Colorado, County of El Paso

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 (1) through seven (7) inclusive of Dancing Wolf Estates, situated in the County of El Paso, State of Colorado.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, hers, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by through or under such grantees ) of deeds to lots in such tract of land, said Declarant hereby declares that all of these covenants, conditions, restrictions, easements, including the provisions of the Ground Water Augmentation Plan, herein set forth shall run with the land constituting Dancing Wolf Estates, and each of the lots therein shall be binding on parties subsequently having or acquiring any right, title or interest in the Real Property, the Project, or any lot (including tenants), shall be for the benefit of each owner, and shall insure to the benefit of and be binding upon each successor the interest of each and all of the owners. Owners of each lot, in addition to the ordinances of the County of El Paso, Colorado, that they shall be and are hereby bound by the covenants set forth in these presents.

1. INTENT: The intent of these covenants is to preserve Dancing Wolf Estates as a high quality residential area of lasting value. In addition, these covenants are established to manage and perform certain obligations attached to the property in conjunction with that certain Decree of Water Division One (1), Case No. 94CW198, which pertains to certain obligations with respect to ground water management, withdrawal restrictions, and water augmentation.

2. BUILDING TYPE, USE, HEIGHT, AND SIZE: All lots shall be used only as single-family residential lots and shall not be used for more than one custom-built residential home, a private attached garage, guest house, and barn, all in keeping with the architecture of the principal residence, and subject to the approval of the Architectural Committee, hereinafter referred to as the AC. A guest house shall be an attached or unattached structure containing a kitchen, multi-purpose room, up to two bedrooms and one bath. A guest house may be used only for occasional visitors or guests. The maximum height of the dwelling shall be 2 1/2 stories, and not to exceed thirty-six feet as measured from average pre-construction grade around the house. The AC may grant minor variances as to height criteria when other factors which enhance the quality of the structure justify such variances. The enclosed total finished living area of any dwelling structure exclusive of garages, decks, or porches shall not be less than two thousand two hundred (2,500) square feet. The footprint shall not be less than fourteen hundred (1,400) square feet. Enclosed attached garages are required for all houses and shall be of sufficient size to accommodate two full-size automobiles, side-by-side. Oversize or three car garages are encouraged.

3. BUILDING LOCATION & SETBACKS: When house plans are submitted to the AC for review and approval, there shall also be submitted a site plan showing the planned location of

ALL improvements for the lot including an adequate grading, drainage, and landscape plan. The AC may require site changes if, in its sole discretion and opinion, the proposed site location would unduly interfere with any adjoining lots, terrain or natural vegetation. Lots shall be maintained in their natural state as nearly as possible. Buildings shall be located a minimum of 25 feet from any lot line. The AC may increase the setbacks on an individual basis if warranted. Chimneys, eaves, overhangs, steps, porches, and decks shall be considered as part of the structures.

4. TEMPORARY RESIDENCES: No structures of temporary character, trailer, camper, basement, tent, or accessory building shall be used on any lots as a residence. An enclosed tool trailer during construction to store tools is allowed.

5. TIME OF CONSTRUCTION: Construction shall not start until approved in advance by the AC. Construction of the approved structures, including landscaping, shall be completed within one year from the time such construction is started.

6. HOMEOWNER'S ASSOCIATION: Owners of lots in Dancing Wolf Estates shall automatically become members of the DANCING WOLF ESTATES HOMEOWNER'S ASSOCIATION, Inc., a Colorado non-profit corporation, (DWEHOA, or Association). Membership is mandatory and concurrent with change of title to new lot owner. Initially membership fee will be \$50.00 per year per lot payable in proration to length of ownership annually in advance on January 1. Each lot shall have one vote. The DWEHOA may file a lien against lots for non-payments which are in arrears forty-five (45) days or more. All monies will be held in a separate account designated specifically for legal fees for covenant enforcement. Should this account balance exceed \$2,000, monies may be withdrawn down to a \$2,000 balance and used for property improvements that are mutually beneficial to all property owners at Dancing Wolf Estates (decided by a 2/3 majority vote of all lot owners).

7. ARCHITECTURAL COMMITTEE: The AC is initially composed of the Declarant, a technical advisor and one other person appointed by the Declarants. At its option and choice of time, Declarant may relinquish full control of the AC to its owner-occupants. Declarant, technical advisor or any other member of the AC shall not be liable for any reasonable actions taken by the AC under authorization of the provisions hereof. The AC shall maintain records, applications forms, house plans, location plot/site plans and correspondence for a minimum period of five years. AC members shall not receive compensation except reimbursement of reasonable expenses incurred in the performance of their duties.

8. APPLICATION AND APPROVAL PROCEDURE: No buildings, fences, earthwork, or other improvements of any kind shall be commenced prior to AC approval. Two complete sets of formal plans shall be submitted to the AC on the first of the month they wished to be reviewed in. The AC shall perform final review of formal plans and approve or disapprove all submissions within thirty (30) days of receipt of plans by returning one set of documents showing the AC's written determination and comments to the lot owner. Approval is automatic if the AC fails to respond within the thirty days. In the event of re-submittal, the AC shall review these plans within 15 days. Disapproval by the AC for specific reasons will allow applicant to perform a

one-time re-submittal of revised plans which address and indicate all changes as requested by the AC. Disapproval of the re-submittal allows the lot owner to appeal to a special meeting of the AC called by the applicant with 10 days notice. The AC will render its final decision at the special meeting. In the event of disapproval of re-submittal, new plans and formal submittal process must be started, including the filing of the current application fee if so required by the AC. If the owner is unsure regarding the approval of specific plans, he/she is encouraged to submit preliminary drawings, sketches, and/or specifications for preliminary approval.

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. Further, lots 1, 2, and 3 shall have ten (10) 4-6' trees professionally planted onto the lot. A \$500.00 deposit shall be required at the time of plans approval and will be held until said trees are planted. Deposit monies will be refunded within 30 days of approval of planted trees and after written request by the lot owner for refund has been made.

10. BUILDING MATERIALS AND LOT REQUIREMENTS: Color schemes shall be subdued, unobtrusive natural colors. Facing/siding shall be brick, stone, stucco, or natural wood siding. All exposed concrete shall be covered with one of the above mentioned approved sidings, and no plywood, pressed board, metal, asbestos, or plastic siding materials are allowed. Roofing materials shall be treated cedar shake shingles, clay or colored concrete tiles, slate tiles, or high profile colored tin roofs. Roof material variances, such as three dimensional asphalt shingles, may be considered at the sole discretion of the AC. Roof overhangs shall be a minimum of 12" and minimum roof pitch on all buildings shall be a 3 to 12 ratio. Houses of extreme design will not be approved. All disturbed soils shall be reseeded with a native grass mix. Maintenance of driveways is the lot owners responsibility. El Paso County also requires a driveway permit. Finished grading shall not be more than 4 feet above or below the existing natural grades and all graded earth cuts or fills shall be no steeper than a 3 to 1 ratio. Retaining walls shall not exceed 4 feet and will be of wood timbers, concrete or block if covered with brick, stone, or stucco. Fencing will be only 2, 3, or 4 rail fencing in cedar, treated lumber, vinyl or similar upgraded materials. No new barbed wire or chain linked fencing will be allowed. Existing stock fencing

on lot perimeters may be used and maintained in its existing condition or may be removed and upgraded at lot owner(s) costs if desired. Due to the importance of the AT&T ROW that traverses Dancing Wolf Estates, no improvements, especially fencing, shall commence prior to the lot owner(s) having all underground utilities located. Declarant has no liability for the AT&T ROW once a property has sold.

11. ANTENNAS, NUISANCES, RUBBISH & VEHICLES: Antennas must be used only in areas and such a way as to be unobtrusive. Their placement and location must be approved by the AC prior to installation. Nothing shall be done on any lot which may be or become an annoyance to the neighborhood. All electricity shall be underground. No noxious noise polluting, commercial business, or manufacturing activity shall be carried on upon any lot if it is a nuisance. Exterior lighting shall not unduly disturb any other resident. No hunting nor the discharge of any type of firearm shall be permitted. Signs must first be approved by the AC. Rubbish shall be kept and disposed of in a sanitary manner. All garbage shall be kept in the garage or a walled-in area designed to blend with the house and not visible from other lots or public roads. No trash, litter, equipment, boxes or other such items shall be permitted to remain exposed on any area of a lot that is visible from other lots or public roads. If, after notice is given, an owner repeatedly violates these guidelines the AC shall have the right to cause such rubbish to be removed and to charge the cost thereof to such owner. No vehicles shall be stored or parked within Dancing Wolf Estates except in a closed attached garage. Recreation vehicles, campers, boats, and motor homes may be kept if they are not readily visible from public roads or other lots and are screened from public view with appropriate garaging or solid opaque fencing approved by the AC.

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 animal units may be kept per lot for recreational purposes, and provided no animals are kept or maintained for any commercial purposes. Horses shall be within an approved enclosure when not being used for riding. Overgrazing of property is prohibited. 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. 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 and shall not be situated on the street side of any residence. Barns, corrals, runs, and stables shall not exceed a cumulative total of forty thousand square feet in size and corrals will have three or more rails, or be of sturdy 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 will be allowed to be a nuisance to any person or lot owner in Dancing Wolf Estates.

13. EASEMENTS & OBSTRUCTIONS: Easements and non-build area of installation and maintenance of utilities, roadways, irrigation and drainage purposes and such other purposes incident to develop Dancing Wolf Estates and the adjoining properties are reserved on, over and under a strip of land twenty feet wide along either side of all lot lines, including street frontages and along property boundaries and as shown unless otherwise noted on the recorded plat. New fencing or landscape elements may be constructed along property lines, but are subject to all

easements. In the event a utility line or drainage feature requires maintenance, the respective authority may remove the Lot Owner's fence or landscape elements for access and maintenance and is not required to replace such items. No fence, wall, hedge, tree, shrub or other structure which unduly obstructs line-of-sight shall be placed or permitted to remain on any sharp curve or corner formed by the intersection of a street with another street.

14. ENFORCEMENT: Enforcement of these covenants, conditions, and restrictions shall be at law or in equity against any person or persons violating any covenant, either to restrain violation or to recover damages. Declarant, AC, and DWEHOA may act to enforce these covenants. Declarant and the AC together or separately, or through authorized agents reserve the right after 10 days notice to the owner, to enter upon the property where such violation exists and abate, remove, or have removed and such shall not constitute nor be deemed a trespass. Property owners expressly agree to abide by injunctions without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation, the violator(s) shall pay all costs of the enforcement. Any non-payment of DWEHOA dues or AC enforcement expenses may result in a recorded lien being placed on the violator's Dancing Wolf Estates lot, bearing interest at ten percent per annum. Neither the Declarant, AC, DWEHOA, or any person acting therefor shall be liable in damages to any person or entity by reason of any action, failure to act, or any other circumstance taken in good faith to meet the intent of these covenants.

15. WATER SUPPLY & WATER AUGMENTATION PLAN: The source of water supply for each lot shall be an individual well located on each lot. Each lot owner shall be responsible for either obtaining the respective well permit previously obtained by the Declarant from the State Engineer, or obtaining a well permit directly from the State Engineer. Each lot's source of ground water is from individual well by well permit granted to the lot owner for the lower Dawson aquifer. A totalizing flow meter is required on each well, identifying the well permit for it. It is the lot owner's responsibility to maintain the well and well meter in good condition, and it is the Association's responsibility to collect and record monthly usage for all wells. An annual report on usage is to be provided to Water Division 1 and State Engineer. The DWEHOA is responsible for keeping such records and complying with the reporting requirements. The court decree from Water Division 1, Case No. 94CW198, stipulates among its requirements that the total withdrawals for Dancing Wolf Estates is not to exceed 1200 AC-FT over 100 years, starting May 6, 1996 (the date the decree was recorded and filed). Additionally, to allow access to a 300 year supply in the Dawson aquifer and to meet post pumping limitations of the Laramie Fox Hills aquifer, each lot shall have individual wells that are annually limited to 0.57 AC-FT (approximately 508 gallons per day). This allows stock watering of up to 3 horses (0.07 AC-FT per year), irrigation limitation of 3,500 square feet (livestock numbers may be increased if irrigation amounts are decreased and visa versa), and all domestic uses. Furthermore, it is the Association's and the lot owner's responsibility to abide by the stipulations of the court decree. Water rights of an annual amount of 0.16 AC-FT in the Arapahoe aquifer and 11.8 AC-FT in the Laramie-Fox Hills aquifer have been deeded by Declarant and duly recorded to the benefit of the Associations to meet any post-pumping demand over an additional 200 years. Such water rights may be used to augment deficiencies, if any. Administration and maintenance, including initial and on-going costs, for such augmentation is the Association's responsibility. The Association

has authority to enforce compliance. Failure of either lot owners or the Association or Declarant to comply with the terms of the decree in Water Division 1, Case No. 94CW198 may result in an order of the Division Engineer to curtail pumping of the lot owners' wells. In the event that postpumping augmentation is no longer required as specified by the decree, the Associations shall convey by special warranty deed such rights back to the Declarant.

16. SUBDIVIDING: No further subdividing is permitted.

17. TERMS OF COVENANTS: These covenants and restrictions are to run with the land and shall remain in full force and effect for 25 years from the date of recording, except those that apply to the augmentation plan. After 25 years, covenants shall automatically extended for successive periods of 10 years unless an instrument signed by a 2/3 majority vote of then owners has been recorded. Covenants can be amended at any time by a 3/4 majority vote of all then owners. All changes shall be legally drawn and recorded in El Paso County, and in compliance with local jurisdictions. No part of the augmentation plan or water court decree may be amended in any way unless court and County approved. It is also hereby declared to be the intention of the Declarant that the sentences, clauses and phrases of these covenants are severable. If any part of these covenants be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining parts of the covenants. Further, Declarant, its successors or assigns, may assign any and all of its rights, powers, obligations, duties and privileges under this instrument to any other corporation, association, committee or person.