

**RED ROCK RANCH SUBDIVISION (INCLUDING RED ROCK RANCH,
FOREST VIEW ACRES, AND CLOVEN HOOF ESTATES) RESTRICTIVE
COVENANTS DATED APRIL 16, 2002**

WHEREAS, the lot owners are the owners of all lots in the subdivision known as the Red Rock Ranch Subdivision (including Red Rock Ranch, Forest View Acres, and Cloven Hoof Estates), being subdivisions of a portion of Sections 8, 9, and 17, Township 11 South, Range 67 West of Sixth P.M., as recorded in the public records of El Paso County; and WHEREAS, the owners are desirous of encumbering all of the lots and property in said subdivisions with restrictive covenants which shall bind all persons (natural or corporate) who shall acquire title to any of the lots and property in said subdivisions, until January 1, 2010, or such later date as may be fixed by extensions hereof; now, therefore,

KNOW ALL MEN BY THESE PRESENTS, that the lot owners do hereby encumber and restrict the said subdivisions and all of the lots and property lying therein as follows:

(1) The Red Rock Ranch, Forest View Acres, and Cloven Hoof Estates Homeowners Association, commonly known as the Red Rock Ranch Homeowners Association (RRRHOA) and hereinafter referred to as the "**Association**," is established by the authority and sufferance of all lot owners in the subdivisions to promote their recreation, welfare, health, and safety. Every owner of a lot within the subdivisions shall become a member of the Association upon the acquisition of said lot. The Board of Directors of the Association will consist of nine members to be selected by a vote of the lot owners. The term of office for a director will be four years. If a director is unable to complete the term of office, a new director will be appointed by the remaining directors to serve until the next scheduled or special election.

(2) In all issues brought before the lot owners for **vote**, all lot owners shall be entitled to one vote without regard to the number of lots owned.

(3) Any **assessments** deemed appropriate by the Board of Directors of the Association will be submitted to the lot owners for their approval. A majority vote by the lot owners shall be required to impose any assessments; however, the Board of Directors has the right to charge a reasonable fee for the use of any facility situated upon a common area. Owners of more than one lot will pay only a single assessment rather than one for each lot owned.

(4) The Board of Directors may, with a majority vote of the lot owners, accept **real property** donated as a common area.

(5) The Association Architectural Control Committee, hereinafter referred to as the "**Committee**," is established as a committee within the Association to provide, on behalf of all lot owners, architectural control within the subdivisions. The Board of Directors of the Association serve as Committee members. Fees collected by the Committee will be considered Association funds and accounted for accordingly.

(6) All lots in the subdivisions shall be known and described as **residential** lots and shall be used only for residential homes.

(7) No lot or area may be **resubdivided**.

(8) No structure, building (including storage sheds), fence, solar panels, satellite television dish exceeding 24 inches in diameter or two in number, outside light, tennis court, swimming pool, nor other such facilities shall be erected, placed,

or altered on any lot within the subdivisions until the plans, design, and location thereof have been **approved** in writing by the Committee and payment of a fee is made to the Committee. The Committee will establish and publish a fee schedule. The Committee's approval is valid for a period of one year from the date of approval. If construction of the project has not started by the end of one year, Committee approval must again be obtained and the fee must again be paid. In the event the Committee shall fail to approve or disapprove a request submitted by or on behalf of a lot owner within 30 days after the first Monday of the month following submission to the chairperson of the Committee, it shall be presumed that the same has been approved, provided the design, plans, location, and paint samples conform to and are consistent with existing structures in the subdivisions and other requirements of these restrictions are fully observed. The construction of a new home or any outside improvement must be completed within one year after construction has begun.

(9) **Dwellings** shall be detached, single-family homes, not to exceed two stories in height above ground. At a minimum, each dwelling shall have a private, two-automobile garage. The Committee may grant exceptions to this height restriction when it is deemed appropriate to conform to the surrounding area.

(10) **Designs** for dwellings shall blend in and be consistent with other homes in the subdivisions. The living area (exclusive of garages, basements, and porches) for a one-story dwelling shall be no less than 1800 square feet. The living area (exclusive of garages, unfinished basements, and porches) for a multi-level dwelling shall be no less than 1200 square feet for the main living level and 800 square feet for the other level. If the other level is partially or completely below ground, at least 800 square feet of this level shall be 100% finished.

(11) Lot owners must obtain all required approvals, including an authorization from the Forest View Acres Water District to tap into the **water** system and a building permit from the county, prior to any land clearing or excavation and prior to the beginning of any construction.

(12) Dwelling and driveway **plans** submitted to the Committee for approval must include a description for drainage control and placement of driveway culverts. No more than two cuts to a main road shall be made without the approval of the Committee. Plans must also include a landscape description which, at a minimum, will provide for the return of the surrounding area to a natural state and a reasonable clearing around the home for fire protection. A fee shall be retained by the Committee to ensure the latter action shall be completed within a reasonable time. The Committee will establish and publish the amount of the fee to be retained. When the planned work has been completed, the retained fee shall be returned by the Committee. The retained fee may also be used by the Committee to restore the area of the lot to a natural state in the event excavation is accomplished but construction of the home is not started. Landscape plans shall take into account the semi-arid nature of the area and that there may be periods of restricted water use. Home plans must provide for the installation of water meters. Information on specifications and location of meters can be obtained from the Forest View Acres Water District.

(13) Cedar or pine shake **roofs** or a suitable substitute presenting a similar attractive appearance are required. While cedar and pine shakes are authorized, owners are encouraged to use a suitable substitute which provides increased fire protection. When asphalt or fiberglass shingles are used, they must be long-lasting (35 to 40 years) and fire resistant. Rough sawn or natural stone **exteriors** are

encouraged; however, as in the case of roofing, the Committee may approve exceptions when it is deemed consistent with the other homes in the area, to blend in with the owner's property, or when the state of construction technology provides a suitable substitute.

(14) **Paints and stains** which blend in with the surrounding landscape and other dwellings in the subdivisions are required. Samples of the paints or stains for dwellings or other structures proposed for construction and for existing dwellings or other structures proposed for repainting or restaining with a different color must be submitted for approval by the Committee.

(15) All dwellings shall face the **street line**. Dwellings on corner lots shall face the same direction as other dwellings on the same street in the same block. Exceptions may be permitted by the Committee in the interest of enhancing the attractive appearance of the community or to take advantage of a view.

(16) All structures shall be erected within the **building lines** as shown on the map of the subdivisions and no closer than 25 feet to the lot lines. With regard to parcels larger than one lot but under the same ownership, the entire parcel shall be regarded as one lot for application of these restrictions.

(17) No outside **toilets** shall be permitted on any building lot in the subdivisions beyond the period of construction. All toilet facilities must be a part of the residence or garage and shall meet county building requirements. Sewage shall be disposed of only through a system of adequate dimension and capacity and of a type approved by the county health department. No sewage, waste, or trash shall be emptied, discharged, or permitted to drain into any body of water adjacent to or in the subdivisions. All lots must be kept clean and free of waste material and stagnant water. Implements, machinery, lumber, or other building materials shall not be permitted to remain exposed upon the property and visible from the streets or adjoining or nearby properties. Waste receptacles are to remain in front of the property only on the day of collection unless hidden from view.

(18) All property owners shall ensure their property is **maintained** and that dwellings and other structures are repainted or restained to prevent deterioration.

(19) No trade shall be carried out upon any lot or property in the subdivisions which may be or become an annoyance or nuisance to another lot owner(s). No **commercial** business shall be conducted upon nor any commercial use be made of the property, including manufacturing, retail, or repair. Nor shall any machinery, appliances, or structure be placed or permitted thereon, the purpose or objective of which is to facilitate the conduct of these businesses.

(20) The discharge of firearms or the setting off of fireworks within the subdivisions are **not allowed**. No non-domestic animals, including horses, pigs, poultry, cattle, or goats, may be kept on any lot or property, either temporarily or permanently. No excavation for sand, gravel, or earth shall be made upon any lot or property unless the sand, gravel, or earth be used thereon. No well for the production of or from which there is produced any water, oil, or gas shall be dug or operated upon the property. No laundry, bedding, garments, or anything of like nature shall be hung on the property where visible to the public.

(21) Owners of **recreational vehicles** and trailers are urged to make arrangements to store them at sites other than within the subdivisions unless an enclosed garage has been constructed for such storage. If such vehicles must be stored on the lot within the subdivisions, every effort must be made by the owners to park them in such a manner so as to reduce their visibility. In no case shall an

unfinished basement, trailer, recreational vehicle, shed, garage, or other outbuilding erected or placed in the subdivisions be used as a residence. No commercial vehicles greater than the size of a pickup truck or passenger van shall be parked within the subdivisions other than for normal delivery or construction. The owner of any such vehicle or trailer that must be parked within the subdivisions beyond seven days must obtain the approval of the Association.

(22) Owners must provide sufficient control over their **pets** in keeping with local laws and statutes to ensure pets do not become an annoyance, nuisance, or threat to other people or pets in the subdivisions. If a pet becomes an annoyance, nuisance, or threat, the following actions may be taken:

(a) The person with the complaint may address the matter to the pet owner in an effort to resolve the issue.

(b) If the issue is not resolved at that level *or* if the pet owner cannot be determined, the person with the complaint may contact the appropriate animal control agency for further action.

(23) The Association reserves the right to prescribe additional restrictive **covenants** and to amend any restrictive covenants already in existence with the consent of a majority of current lot owners.

(24) These covenants and restrictions shall be a part of all contracts of conveyance for any lots and property in the subdivisions and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants and restrictions shall terminate; provided, however, they may be **extended** for additional periods up to twenty years by agreement of a majority of the lot owners in the subdivisions.

(25) If any owner of a lot in the subdivisions or any person shall violate or attempt to violate any of the covenants or restrictions set forth herein before January 1, 2010 or before the expiration of any extension hereof, it may be necessary for an owner(s) of property in the subdivisions to prosecute proceedings at law or in equity against such lot owner or person either to prevent the violation or to recover damages for such violation. As the Board of Directors of the Association and the members of the Committee are lot owners, either the Association or the Committee can initiate **action** to enforce any provision of these covenants. The party enforcing the covenants shall be entitled to recovery of reasonable legal expenses of the enforcement action if the enforcing party prevails.

(26) If any provisions of these restrictive covenants are declared for any reason to be invalid or are changed as herein provided, the remaining provisions shall nevertheless continue in **full force** and effect.

----- End of restrictive covenants -----