

Steve Schleiker El Paso County, CO
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El Paso County Clerk & Recorder: Index in Grantee Indexes under Ivilo Heights Subdivision, and under Grantor as 6225 Vessey LLC

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS OF USE FOR IVILO HEIGHTS SUBDIVISION

THIS DECLARATION, is made and entered into as of the date shown below, by 6225 Vessey LLC (“Declarant”), his successors, and assigns.

WITNESSETH:

WHEREAS, Declarant is the sole owner of real property more particularly described as:

Lot 1 and Lot 2 as shown on the Plat of Ivilo Heights Subdivision, recorded on _____, 202_ at Reception No. _____, County of El Paso, State of Colorado

(each Lot 1 and Lot 2, hereinafter referred to as a “Lot”)(collectively known as the “Subdivision” or “Property”).

WHEREAS, Declarant desires to submit the property to the limited covenants, terms, and conditions hereof, to protect the Subdivision's quality residential living environment, desirability, attractiveness, and value,

WHEREAS, Declarant hereby declares that all of the Subdivision as herein defined, with all appurtenances, facilities, and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions of this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision, and all of which shall run with the land and be binding on and inure to benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

WHEREAS, by acceptance of a deed to the Property, each successor shall be deemed to have agreed, submitted to, and subordinated all rights to the provisions of this Declaration;

WHEREAS, Declarant further declares that pursuant to C.R.S. § 38-33.3-103(8), the Subdivision is not a Common Interest Community Subject to the Colorado Common Interest Ownership Act (C.R.S. § 38-33.3-101 et seq.) and any amendments, repeals or modifications of that Act (hereinafter called “CCIOA”), because the Declaration does not require by virtue of such person’s ownership of property within the Subdivision, payment of real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in this Declaration. *See* C.R.S. § 38-33.3-103(8) (2023).

NOW, THEREFORE, the Declarant hereby declares as follows:

I. DESIGNATION OF USE.

All Lots shall be known and described as residential lots and shall not be improved, used or developed for more than one single-family dwelling on each such Lot. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of El Paso County. No portion of the Lot, including any outbuilding or accessory living quarters, may be leased or rented separately from the primary dwelling. No lease or rental shall be permitted for an initial term less than thirty (30) days.

II. BUILDING RESTRICTIONS AND REQUIREMENTS.

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than one detached single-family dwelling with an attached private garage, one outbuilding (being an enclosed, covered structure other than a dwelling or attached garage, such as a barn or garden shed, which may contain accessory living quarters), and such other structures customarily incidental and subordinate to a single-family home.
- B. No building or structure of any kind shall be moved onto any Lot.
- C. The construction of any building or structure on any Lot shall be performed utilizing on-site “stick-built” construction methods and procedures and not off-site modular or panelized construction.
- D. All dwellings construction shall meet the following:
 - (1) One story dwellings must have not less than 3000 square feet of finished floor area.

- (2) One and one-half story dwellings must have not less than 3500 square feet of finished floor area. This also applies to all split level and split entry dwellings.
- (3) Two story dwellings must have not less than 4000 square feet of finished floor area.
- (4) **In computation of finished floor area, the same shall not include porches, breezeways, attached or built-in garages, or finished basement areas.**
- (5) All dwellings shall have at least a two-car attached garage.
- (6) No less than six (6) inches¹ and no more than thirty (30) inches of concrete block or poured concrete foundation shall be exposed on any building, excepting the rear of a walkout basement type residence or of a daylight type residence, and any such exposed materials shall be painted or covered with brick or stone veneer.
- (7) Pitched roof material shall be slate, tile, or composition shingles and may not be cedar shake. Flat roof materials shall be black or charcoal membrane. Composition shingles shall be architectural grade with a minimum of a twenty-five year warranty. Shingle colors shall be black, charcoal, or muted earth tones and be compatible with and complimentary to the exterior materials and colors. White or white blend roof shingles are not acceptable. All flashing and vents shall closely match or blend with the surrounding roof area. All vents and other roof penetrations should be located on the rear elevation wherever possible. Gutters should be part of the fascia detailing. Gutters and downspouts shall closely match the colors of the surfaces to which they are attached.
- (8) Decks attached to a single-family dwelling must be built from cedar, redwood, treated lumber, composite decking material, concrete, or natural stone. Unpainted wood decks are not acceptable as front entry porches. All steps to front porches must be cast in place concrete. No wood steps or precast concrete steps to front porches are permitted.
- (9) The finished grades for single-family dwellings shall be established to permit positive drainage away from such dwelling and shall conform to the as-built grades on file with the County unless changes to such as-built grades are approved by the County.

¹ Less than six (6) inches of vertical clearance between ground and home siding shall be considered a fire hazard.

- (10) No house or other building shall be erected on any Lot outside of the building setback lines as determined by the zoning district.
 - (11) No new house, additional dwelling unit, outbuilding, structure, addition thereto, or other improvement shall be placed so as to directly obstruct all or any substantial portion of the existing view plane of or sightline to Pikes Peak as measured from the sightline of a six-foot tall human located anywhere in or upon a prior existing primary dwelling belonging to any other Lot.
- E. No Lot shall be subdivided so as to be reduced in size to be less than the greater of (a) the minimum lot size required under the applicable zoning ordinance of the City, or (b) 95% of the original platted Lot, unless all portions of such subdivided Lot are added to and made part of an adjacent Lot.
- F. All structures built in the Subdivision shall be of modern architectural style and shall not be predominantly colonial, adobe, or log style.
- G. The use of natural materials is encouraged, i.e. stained wood, stone, brick, as well as soft/muted earth tones and neutral colors (black, brown, grey, white). No house shall be painted in bright colors (for example, and not by way of limitation, orange, purple, mint green, bright blue, yellow, or other colors that cannot be characterized as neutral or earth tone).
- H. All fence construction shall meet the following:
- (1) No fence shall be built within two (2) feet of any shared access drive.
 - (2) No fence shall be built within eight (8) feet of any Lot boundary which forms a part of the boundary of the Subdivision.
 - (3) No fence shall be built to a height greater than six (6) feet.
 - (4) No fence shall be built forward of the centering line of the house built on a Lot.
 - (5) Unless otherwise specified, all fence material shall be natural in color, stained or painted in soft earth tone colors so as to blend in with the terrain.
 - (6) The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing.
 - (7) All fences shall be kept in good repair.

- (8) All fences shall be wood split rail, vinyl split rail, or post-and-wire with wire or black chain link between wood posts.
 - (9) All fencing of boundaries between Subdivision Lots and any fencing visible from the shared access drive off Vessey road shall be wood split rail.
 - (10) Green steel T-posts shall be allowed in lieu of wood posts for perimeter fencing along a Lot boundary which forms a part of the boundary of the Subdivision.
 - (11) Notwithstanding the foregoing subparagraphs (3) through (10), precast concrete fence panels not more than six feet in height in a brick, stone, stucco, or other architectural pattern shall be permitted: along the boundary of Vessey Road and either side of the shared access drive; and on any Lot along a Lot boundary which forms a part of the boundary of the Subdivision.
- I. No satellite dish or parabolic device used to receive television signals from satellites shall be located on any Lot unless it meets the following requirements:
- (1) It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed pursuant to this Declaration;
 - (2) If at all possible, it shall be located so that no part of the dish is in front of the home it serves;
 - (3) It shall not exceed two feet in diameter;
 - (4) It shall be black or gray in color.
- J. No exterior towers or antennas of any kind shall be constructed or permitted on the ground of any Lot. Reasonable television or radio antennas are permitted on the residential dwelling or garage.
- K. To prevent light pollution, no light poles shall be used or placed upon any Lot that extend more than 10 feet above grade. All light poles shall be of residential design. All light poles, external security lighting and external decorative lighting shall be located, positioned and directed so that the light shines on the Lot on which the light is constructed and does not provide direct lighting or measurable indirect lighting onto adjoining Lots and does not constitute a nuisance to wildlife or any adjoining property Owner.
- L. All utility connection facilities and services shall be underground. Utility meters shall be hidden architecturally or through the use of remote reading devices.
- M. No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen or landscaping of suitable height and density and shall not be located closer than

twenty (20) feet from any Lot boundary. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding at the place designate for trash pickup no earlier than the evening prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

- N. Firewood shall not be stored on the front or side of a house. No more than one stack of firewood is allowed, which shall not be in excess of ten (10) feet long by three (3) feet high and must be stacked in the rear yard and at least twenty (20) feet from any side or rear lot line. No material of any kind whatsoever may be stored in the front yard or side yard of a dwelling, except that garden hoses may be stored in a side yard adjacent to an outside faucet if neatly coiled or contained on a hose reel. No material may be stored in a rear yard unless appropriately covered or screened from view by neighbors.
- O. All swimming pools and hot tubs shall be located only in rear yards and screened by a privacy fence or hedge, and all outdoor hot tubs must be located within ten (10) feet of the dwelling. No above-ground swimming pools are allowed.
- P. No foil or other reflective materials visible from outside the house shall be used on any windows or on any sunscreens, blinds, shades or for any other purpose.
- Q. All buildings, structures or improvements of any kind must be completed within twenty-four (24) months of the commencement date of construction.
- R. Solar or renewable energy devices shall be placed to the rear of the dwelling in such location as to be shielded from view of other Lots and from the shared access drive off Vessey Road. Wind devices shall further be located, shielded, or installed as to be inaudible from other Lots. The effect of this section shall be limited to the maximum restriction allowable by the requirements of C.R.S. § 38-30-168 (2023) or such similar law as may be in place from time to time.

III. DRIVEWAYS.

All dwellings shall have an asphalt blacktop, portland cement concrete, brick paver, concrete paver, gravel, or other finished surface driveway not less than 17 feet in width and running from the right-of-way or public road access to the garage. All driveways shall provide off street parking for at least two vehicles outside of the garage.

IV. TEMPORARY STRUCTURES; RECREATIONAL VEHICLES AND WORK EQUIPMENT.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, boat, trailer, unfinished dwelling, tent, shack, garage, or outbuilding shall be used at any time as a dwelling.

No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, boat, snowmobile, trailer, work van, work truck or mechanical equipment or similar property (hereafter referred to as "Recreational Vehicles and Work Equipment") may be parked or maintained on any Lot (except inside a garage) for more than thirty (30) consecutive days at any time or for more than thirty (30) days in aggregate during any calendar year, unless: located within a garage or outbuilding, parked in a side yard on a driveway extension and completely screened from view at ground level from other Lots by shrubbery (with or without leaves) or opaque fencing (otherwise in compliance with these covenants) which provide no gaps through which the object being screened can be seen; provided that this restriction shall not apply to what are customarily considered sport utility vehicles, passenger vans or "conversion vans," or to trucks, equipment or trailers used in connection with and during the construction or rebuilding of a dwelling or outbuilding on any Lot. At no time may any non-functioning, disabled, "junk" or unregistered Recreational Vehicles and Work Equipment, automobile, motorcycle, or other vehicle be parked or maintained in the yard of any Lot. At no time shall any Recreational Vehicles or Work Equipment, automobile, motorcycle, or other vehicle be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

V. CERTAIN ANIMALS PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that:

- A. Dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of five (5) dogs and/or cats be kept at any one Lot at any one time.
- B. Livestock not exceeding 2.0 livestock units in aggregate may be kept on a Lot as selected from of the below categories shall be permitted if not kept for commercial purposes and if fenced and enclosed by fences and enclosures otherwise in compliance with the Declaration:
 - (1) Each poultry bird (excepting rooster chickens, which are not allowed) = .1 unit
 - (2) Each Honeybee hive or colony - 0.1 unit

VI. FIRE MITIGATION, WEED, RUBBISH, AND DEBRIS CONTROL AND MAINTENANCE

The Owner of each Lot shall be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

The Owner of each Lot, whether vacant or improved, shall keep the Lot free from dead, dying, diseased, or stressed trees, especially beetle kill, and shall keep the ground free from buildup of pine needles, pine cones, leaves, mulch, brush, rubbish, weeds, and debris.

Each owner of each Lot shall keep the lawn and landscaping well maintained and healthy, including (but not limited to) the following minimum maintenance standards: a fire break zone of five (5) feet around each dwelling free from all vegetation and flammable cover, e.g. wood mulch; mowing all grass and weeds within 30 feet of the dwelling to a height of 4 inches or less; mowing all grasses at least annually; and promptly removing all debris, yard waste, clippings, and slash to off-site disposal.

The Owner of each Lot shall remedy a violation of this provision within ten (10) days after such Owner receives written notice given by certified mail, receipt return request, or delivered in person, from the Owner of any other Lot. If not cured within said ten (10) day period, then the person giving such notice shall have the right and easement to enter upon the premises and mow or cut the grass or weeds or remove the offending debris or otherwise cure the violation at the expense of the Owner of the Lot where such grass or weeds were not so mowed or where such debris is located, and shall have a right of action against the Owner of such Lot for collection of the cost thereof, plus reasonable costs, including reasonable attorney's fees, of collecting such amount, if it is not paid within three (3) days of demand for reimbursement, plus interest on all such amounts at the lesser of (a) twelve percent (12%) per annum, or (b) the maximum rate allowed by law, from the date such cost is incurred until paid in full, and shall have a lien against such Lot from the day an affidavit reciting the giving of such notice, the performance of such work and the cost thereof is filed in the Office of the El Paso County Clerk and Recorder, until such amount, the reasonable costs of collection of the same, including, but not limited, to reasonable attorney's fees and the costs of filing such lien and any release of such lien upon payment, together with interest thereon at the rates stated in this section above, that are incurred by the lienholder, are paid in full.

VII. AMENDMENT

This document may be subsequently amended by unanimous written consent of the Lots.

VIII. ENFORCEMENT

This Declaration shall be deemed to run with the land, and the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs.

IN WITNESS WHEREOF, the Declarant has caused these Declarations to be executed this 16 day of OCTOBER, 2024.

6225 Vessey LLC

By: _____

Pawel Posorski, Manager

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

Subscribed and sworn to before me this 16 day of October, 2024 by Pawel Posorski, as Manager of 6225 Vessey LLC.

My commission expires: 1/29/2028

Witness my hand and seal.

Notary Public