



**DECLARATION OF PROTECTIVE COVENANTS FOR
TERRA RIDGE NORTH**

This Declaration of Protective Covenants for Terra Ridge North (the “Covenants”) is executed on the date shown below.

RECITALS

WHEREAS, Phillip Shay Miles and Jennifer L. Miles (the “Declarant”) own the Property described on *Exhibit “A”* attached hereto and incorporated herein by this reference, which will also be described on the Final Plat, hereinafter called the “Subdivision”; and

WHEREAS, the Declarant desires to submit the Subdivision to the covenants, terms and provisions hereof.

NOW, THEREFORE, as binding upon the owners of Lots, and his, her, their, or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees (hereinafter collectively called the “Owners”), said Declarant hereby declares to and agrees with each and every person who shall be or shall become owner of any said Lots, 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 and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit, the Declarant hereby imposes these Covenants, as follows:

1. INTENT AND DEFINITIONS.

A. Intent. The intent of these Covenants is to preserve Terra Ridge North as a desirable area to live and to present a high-quality residential area of lasting value, and the Covenants have been designed to that end. Owners of Lots in Terra Ridge North (hereinafter called “Owners”) should be people who value quality, who will respect, uphold and observe the letter, spirit and intent of these Covenants, and who will insist upon their strict enforcement. To implement these Covenants, the Declarant has established the Architectural Control Committee (“ACC”).

Notwithstanding any provision of these Covenants, the Subdivision shall not be subject to development rights as defined in the Colorado Common Interest Ownership Act, and so, pursuant to C.R.S. §38-33.3-116, the Terra Ridge North Homeowners Association, incorporated as “Terra Ridge North, Inc.” (“Association”), and the Property shall be subject only to C.R.S. §38-33.3-105, §38-33.3-106 and §38-33.3-107, and no other sections of said Article 33, provided, however, the Owners may elect coverage under said Act pursuant to C.R.S. §38-33.3-118 with the Declarant’s prior written consent during the Period of Declarant’s Rights.

B. Definitions. The following words and expressions used in these Covenants have the meanings indicated below unless the context clearly requires another meaning:

(1) Accessory Building. Any detached structures, including garages, guest houses, patios, swimming pools, spas, hot tubs, gazebos, recreation facilities, guest house, mother-in-law apartment, short term rental unit, and other buildings approved by the ACC and El Paso County and customarily used in connection with the single family residence as determined by the Board in its sole discretion. The Accessory Building footprint may not exceed two (2) times the size of the building footprint of the primary residential dwelling Structure.

(2) ACC. The Architectural Control Committee established pursuant to Paragraph 10 of these Covenants.

(3) Association. Terra Ridge North, Inc., a Colorado non-profit corporation, which has been organized under the laws of the State of Colorado, its successors and assigns.

(4) Building Site. The location within a Lot on which a Structure may be erected with the prior written approval of the ACC, including the "building envelope" described herein. The Accessory Building footprint may not exceed two (2) times the size of the building footprint of the primary residential dwelling Structure.

(5) Common Area. Any Tracts or parcels designated as such on any plat of the Subdivision or otherwise granted or conveyed to the Association, together with all improvements located thereon and all common property owned by the Association. The Common Area may consist of the detention pond, the common well, the central mailboxes, and other areas for common use.

(6) Covenants. This Declaration of Protective Covenants and the provisions contained in it, and any amendments thereto.

(7) Declarant. Phillip Shay Miles and Jennifer L. Miles, their agents, employees, contractors, successors and assigns to whom it expressly transfers all or any part of their rights as Declarant hereunder.

(8) Development Plan. The Development Plan shall mean and refer to any development plans or related documents for the Subdivision as approved by El Paso County, Colorado.

(9) Home. The residential dwelling Structure located on a Lot.

(10) Lot. Each area designated as a Lot in any recorded Plat of the Subdivision.

(11) Lot Lines. Front, side and rear Lot Lines shall be the same as defined in the zoning regulations of El Paso County in effect from time to time. In the absence of such a definition, a front Lot Line is each boundary line (whether one or more) between the Lot and any public street. A side Lot Line is any boundary line which meets and forms an angle with

a public street except that for a corner Lot with two front Lot Lines, the side Lot Line is the boundary which forms an angle with the street which affords the principal access to the Lot.

(12) Period of Declarant's Rights. That period of time commencing with the recording of these Covenants and continuing until January 1, 2039, unless sooner terminated by the Declarant.

(13) Plat. The plat which has been or will be recorded for this Subdivision.

(14) Mortgagee. Any person or entity, or any successor or assign thereof, which holds or owns a deed of trust, mortgage or similar encumbrance. The term "First Mortgage" shall mean a mortgage upon a Lot having priority of record over all other recorded encumbrances and liens thereon, except those governmental liens made superior by statute (such as general *ad valorem* tax liens and special assessments). "First Mortgagee" means a mortgagee whose encumbrance is a First Mortgage.

(15) Owner. Person or entity having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time. A vote of Owners shall be determined on the basis of one vote for each Lot.

(16) Rules. The rules and regulations established by the Association under these Covenants.

(17) Structure. Any thing or device, including related improvements, such as Accessory Buildings, painting, fences, trees and landscaping, the placement of which upon any Building Site might affect its architectural appearance, including any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall, tent, covering, antenna, mailbox, solar collector or outdoor lighting. Structure shall also mean an excavation or fill, the volume of which exceeds five (5) cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

(18) Subdivision. The area platted as "Terra Ridge North" and described in *Exhibit "A"* hereto.

2. NO MANUFACTURING OR COMMERCIAL ACTIVITIES. No manufacturing or commercial activities, as defined by the ACC, shall be permitted on the Property or any Lot, including any garage or outbuilding, except that manufacturing or commercial activities of a non-offensive character which can be carried on within any Structure but only with the prior written approval of the ACC. Notwithstanding any provision hereof, the Declarant reserves the right to operate a business and conduct commercial activities on Declarant's property, including the storage of equipment and materials.

3. **BUILDING TYPE AND USE.** All Lots shall be used solely for private, single family residential purposes, except as otherwise provided in these Covenants. No building shall be erected, constructed, placed, or altered on any Lot other than a one-story, a one and one-half story or a two-story, single family residential dwelling (the "Home") and one Accessory Building as may be approved by the ACC and El Paso County, for accessory use of the Lot. No Home shall have a garage with less than a three-car capacity. A stable or barn for quartering horses or livestock will be considered as accessory use and must be in keeping with the architecture of the Home.

4. **DWELLING QUALITY AND SIZE.** Each Home shall be built on site and shall be stick built homes only as determined by the ACC in its sole discretion (with the exception of any existing Structures currently within the Subdivision, which will be allowed as a non-conforming use). Only one single family Home, plus one Accessory Building and one mother-in-law apartment structure, is permitted on any Lot. All improvements shall be constructed of good and suitable materials and all workmanship shall be to code. All Homes must have a minimum of 1,800 square feet on the main floor and a minimum of 3,500 square feet in total area. The Accessory Building must meet the requirements of the ACC and El Paso County.

5. **SETBACKS.** No Home shall be located on any Lot nearer than fifty (50) feet from any Lot line, but all other Structures to be one hundred (100) feet from all Lot Lines. Exceptions to setback requirements are sometimes logical and may be made by the ACC in cases where extenuating circumstances exist, provided, however, that any such exceptions must be requested in writing and granted by the ACC in writing. For the purpose of these Covenants, steps and open porches shall be considered as part of the building. There is no specific area or building envelope on any Lot for Building Sites; however, Home locations cannot be closer than fifty (50) feet from the direct line of sight between any existing Home on the easterly adjoining property and Pikes Peak (the highest visible mountain west of property), as determined by the ACC in its sole discretion. All Building Sites will require Owners to request ACC approval of the Structures and improvements thereon, and Owners shall provide an improvement location plat, including septic, water well and utility locations, and will need ACC approval in writing prior to building.

6. **TEMPORARY RESIDENCES.** No Structure of a temporary character, trailer, camper, motor home, vehicle or vehicle trailers, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, with exception if approved by the ACC for use during construction but only temporarily. Only one residential Home, together with one Accessory Building, shall be constructed upon any Lot, unless the Lot has successfully been replatted, in which case one residential unit shall be maintained on any Lot; after replatting, any replatted Lot shall constitute a Lot under these Covenants.

7. **STORAGE.** Except during the development of the Subdivision and construction thereon, and except as provided by Paragraph 2 hereof, no portion of the Property shall be used for the storage of lumber or any other material (except during construction of a Home or approved Accessory Buildings thereon), and no portion of the Property shall be used for the storage of trucks, cars, machinery or equipment.

8. **NEW CONSTRUCTION.** Except for any Structure existing within the Subdivision

on the date of recording hereof, only new construction will be allowed; no used buildings or Structures and no metal buildings that do not, through their appearance, enhance the environmental surroundings, will be allowed. The ACC must approve or disapprove any Structures of this type.

9. TIME OF CONSTRUCTION.

A. Once construction shall have been initiated on any Structure, including Homes, walls, fences, ancillary buildings or any other Structure which has been previously approved by the ACC, construction of that particular Structure shall be completed within twelve (12) months of the time such construction was initiated. The ACC may extend the time for completion under unusual circumstances, and any such extension shall be applied for in writing.

B. With the approval of the ACC and El Paso County, a guest house, or mother-in-law apartment may be constructed prior to commencement of construction of the Home and garage on the same residential Lot. At the time said plans and specifications receive approval from the ACC and El Paso County, the prospective builder shall proceed diligently with said Home, the garage, and any approved Accessory Building and the same shall be completed within a maximum period of twelve (12) months, excepting, however, that this period may be enlarged by an additional three (3) month period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, or similar events as determined by the ACC. The exterior construction of all buildings must be completed, including treating or painting of wood, before occupancy.

10. ARCHITECTURAL CONTROL AND DESIGN.

A. Purpose. The purpose of these Covenants is to assure through architectural control of building design, placement, materials, colors, and construction that Terra Ridge North shall become and remain an attractive residential community, and to uphold and enhance property values.

B. Architectural Control Committee (ACC).

(1) Composition. The initial ACC is composed of the three (3) persons described in Paragraph 12(A) of these Covenants, their heirs, or assigns; Declarant may thereafter, during the Period of Declarant's Rights, appoint the ACC, provided, however, Declarant or its representatives shall remain on the ACC until all Lots and/or Lots have completed Homes thereon, unless, at its option and choice of time, Declarant may relinquish by a written document full control of the ACC to the owner-occupants; after the Declarant relinquishes control, but not until that time, all members of the ACC shall be subject to election as provided in these Covenants. Any elected member of the ACC whose performance is found objectionable by other owner-occupants may be removed by a vote of the Owners of two-thirds (2/3) of the Lots. In the event of the death or resignation of any elected member of the ACC, the remaining members thereof shall have full authority to designate a successor elected member to fill the remaining term.

(2) Non-Liability of ACC. Neither Declarant, ACC nor any persons acting therefor, shall be liable in damages to any person submitting requests for approval or to any

Owner by reason or any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests, or with regard to any other actions taken by the ACC under authorization of the provisions hereof, provided that they have acted in good faith and without negligence.

C. Procedure for Obtaining Approval of Plans. To submit for ACC approval, an Owner shall provide the following attachments to the ACC:

(1) One (1) copy of a site plan, drawn to scale, showing the exact location on the Lot and specifications of all proposed improvements (Home, well, septic, leach field, utilities, fencing, other buildings, and barns/corrals even if only contemplated for the future). Exact proposed setbacks from Lot Lines must be delineated and access routes (driveways) to proposed Structures.

(2) One (1) complete set of construction plans for building(s) detailing the floor plan, elevation, site location, and exterior building materials.

(3) Color samples of roof, exterior, trim and doors must be submitted for approval with the floor plans. Any changes to such colors later after approval must be submitted for approval as well.

11. DESIGN STANDARDS. The ACC, with approval of the Board, may adopt design standards for all construction, so long as the standards do not conflict with the provisions of these Covenants. The Design Standards shall be considered incorporated into these Covenants as if set forth herein and shall be fully enforceable by the ACC and the Board.

12. PROCEDURES FOR OBTAINING APPROVAL OF PLANS.

A. Submissions. After receipt of any submission, the Acc should then communicate to discuss, examine, and consider plans and approve or disapprove all submissions in writing. The ACC approval or disapproval as required in these Covenants shall be in writing and should be made within thirty (30) days of submittal of all plans and required documents. Plans shall be submitted to ACC by either of two means:

(1) Mail to: Shay Miles
P.O. Box 88461
Colorado Springs, CO 80908

(2) Email: shay@milestoneeng.org

B. Authority of ACC. The ACC is empowered to approve or disapprove, in writing, all plans for construction. If such submissions are disapproved, the ACC shall give written reason for said disapproval to applicant.

C. Architectural Design and Requirements.

(1) Color. Structural color schemes will be compatible with the natural environment of the Property. Subdued, unobtrusive natural or earth colors will be required, and color samples must be submitted with plans. Color samples must include: roof, exterior walls or siding, exterior doors and trim.

(2) Roof Lines. The roof pitch for Home and attached garage within the Subdivision must be 5/12 minimum and 5 roof cross-sections (roof lines) minimum. Any detached building must have a 4/12 roof pitch minimum.

(3) Extreme Designs. Homes of extreme design may or may not be approved depending upon location and appearance, it being the intent of these Covenants to establish an area of quiet, unobtrusive dignity and quality consistent with other Homes in Terra Ridge North.

(4) Driveways. Owners must obtain a written driveway permit from the El Paso County Department of Transportation prior to connection of any driveway to a public road. Owners of Lots are advised that the County has no responsibility for and will not snow plow or otherwise maintain driveways; such responsibility is solely that of the Owner. The road running through Terra Ridge North is a public road dedicated to El Paso County, which is responsible for the repair and maintenance thereof.

(5) Propane Tanks. No propane tanks or similar tanks shall be allowed within the Subdivision.

(6) Flag Poles are allowed with the prior written approval of the ACC. Any other types of poles, towers, windmills, or tall decorative yard items must be approved by the ACC. The maximum height allowed for any of these types of poles as described above shall be twenty-five (25) feet.

(7) Central Mailbox System may be constructed at the Association's expense within the Subdivision according to the County and U.S. Postal System requirements; the Association shall maintain the mailboxes in good repair. No individual mailboxes will be allowed on any Lot.

(8) Outdoor Clotheslines. No outdoor clotheslines are permitted on any Lot, except as may be required by law and with prior approval of the ACC which may require, in its sole discretion, that the clothesline area be completely enclosed with fencing or other materials.

13. LOT LANDSCAPE MATTERS.

A. Tree Removal. Approval must be obtained from the ACC or its assigns to cut down, clear, or kill any trees on the Property. Further, each and every grantee of the Property or any portion thereof agrees that all the trees cleared by him will be disposed of in such a manner that all Lots shall be kept free of accumulations of brush, trash, or other materials which may constitute a fire hazard or render a site unsightly.

