



**DECLARATION OF COVENANTS  
FOR  
SKYFALL SUBDIVISION**

Ramses II Properties, LLC ("Declarant") is the sole owner of real property more particularly described as being 20 acres located in the NW¼ NW¼ of Section 21, Township 12 South, Range 65 West of the 6<sup>th</sup> P.M., County of El Paso, State of Colorado, also known as 7965, 7975, and 7985 Burgess Road, Colorado Springs, Colorado 80908, and depicted on plat map attached **Exhibit A** and incorporated by this reference known as the Skyfall Subdivision (the "Subdivision"). The Declarant desires to place limited protective covenants, conditions, restrictions, and reservations upon the Subdivision to protect the Subdivision's quality residential living environment, to protect its desirability and value, and to ensure compliance with all applicable court decrees concerning water and water rights to be utilized within the Subdivision.

The Declarant hereby declares that all of the Subdivision as hereinafter described, 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, all of which are for the purpose of enhancing and protecting the value and desirability of the Subdivision, and for assurance of legal water usage, 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.

Certain documents are recorded in the real estate records of the Clerk and Recorder of El Paso County, Colorado at the reception number noted below, and referred to in this Declaration of Covenants as pertaining to the Subdivision. This includes the Findings of Fact, Conclusions of Law, Ruling of Referee and Decree concerning underlying groundwater and approval of a Plan for Augmentation as entered by the Water Court, Water Division No. 2 in Case No. 20CW3070 recorded at Reception No. 221141378 ("Augmentation Plan" or "Water Decree"), attached hereto as **Exhibit B**.

**NOW, THEREFORE**, the following Declaration of Covenants is made:

1. Shared Access Driveway. Lots 1, 2, and 3 shall be accessed through a perpetual nonexclusive thirty-five (35') access easement ("Easement" or "Shared Access Driveway"), over Lots 1 and 2, as depicted on the attached Plat. The Shared Access Driveway shall be for the purpose of vehicular, equestrian,

and pedestrian ingress, egress, provision of utilities, and easement maintenance upon, over, and through Lots 1 and 2 for the benefit of all Lots.

A. Right of Enjoyment. No Lot Owner shall cause to be constructed, built, or placed a building, structure, object, tree, shrub, fence, landscaping, or other improvement on or within the Shared Access Driveway which restricts any Lot Owner's access or use and enjoyment of the Shared Access Driveway. A Lot Owner shall have the right to remove all improvements from the Shared Access Driveway which interfere with the use and enjoyment of the Easement. The fence crossing the shared access drive between Lot 2 and Lot 3 will provide gate access. If Lot Owners are required to disturb the surface of the Shared Access Driveway for construction, maintenance, or operations, then they shall restore the surface to a reasonable pre-disturbance condition.

B. Use of the Shared Access Driveway. The Access Easement may be utilized by the Lot Owners for all purposes of ingress, egress and access to their respective properties, including residential and commercial purposes, and for purposes of installation and provision of utilities, as otherwise consistent with this Declaration. Lot Owners shall have the right to use and fully enjoy the Shared Access Driveway; provided, however, that the Lot Owner(s) may not use, or allow the use of, the Easement in any way that would interfere with any other Lot Owner's full use and enjoyment of the Shared Access Driveway, nor may any Lot Owner take any action which would act to endanger any of the other Lot Owner's improvements and appurtenances thereto at risk of damage.

C. Responsibility of Shared Access Driveway. The Lot Owners shall participate in maintenance and repair of the Shared Access Driveway only to the extent the Owner(s) utilizes all or a portion of such Easement for the use and enjoyment of their respective property. The Owner of Lot 3 is solely responsible for the forty (40) foot access drive as depicted on the attached Plat.

D. Maintenance of Shared Access Driveway. It shall be the duty and obligation of each Owner of a Lot within the Subdivision to maintain the shared access right-of-way as depicted on the attached Plat ("Shared Access Driveway"). The Shared Access shall be equally maintained by the Lot Owners benefiting therefrom, and each Lot Owner shall each pay an equal portion of maintenance and repair costs, unless the expense to repair is attributable to a specific Lot Owner. The costs of maintenance and repair will be allocated on an equal basis among the Lot Owners based upon each Lot Owner's access to their respective Lots representing a third of the uses of the Shared Access Driveway. Should any of the Lots be lawfully subdivided, such maintenance cost allocation may change based upon the number of users/Owners of said Shared Access Driveway. "Maintenance" or "repair" includes, but is not limited to, graveling, paving, draining, removing snow, clearing, or providing any other maintenance or repair-type service

however defined, on, or within, the Shared Access Driveway. The Shared Access Driveway shall, at a minimum, meet current county standards for gravel or paved driveways, as applicable, though no Lot Owner shall have the ability or authority to require the other Lot Owner(s) to participate in an upgrade of the Shared Access Driveway from its current condition, or to repair or replace with other more costly materials. The Shared Access Driveway will, at all times, be kept in passable condition without potholes, sinkholes, obstructions, or other unstable or unpassable conditions. The Shared Access Driveway may be paved if the sharing parties agree to share the cost of paving, or if one party agrees to bear the total cost for the pavement. In no case shall the Shared Access Driveway fall below the county standard for access drives.

E. Determination of Necessary Maintenance. Shared Access Driveway maintenance and improvements will be made whenever necessary to maintain the Shared Access Driveway in good operating condition and to insure the provision of safe access by the undersigned, their guests, governmental agencies, utility providers, and emergency service providers and vehicles. The Shared Access Driveway must comply with the requirements of all local government ordinances and laws. The Lot Owners will designate a single representative ("Owner Representative") to seek out bids for the maintenance and improvements, and all Lot Owners must agree before accepting a bid for any maintenance or improvement. The Owners shall cooperate in determining equitable allocation of Shared Access Driveway maintenance costs, and shall resolve any disputes concerning the same in the manner provided by this Declaration.

F. Prepayment. Prepayment of maintenance and improvement costs will be made to the Owner Representative prior to initiation of such maintenance and improvement work. The Owner Representative shall provide a written acceptance of payment for the maintenance and improvement costs to the pre-paying party upon receipt of the prepayment funds. Should one Lot Owner elect to undertake maintenance or repairs for which the other Lot Owner has not agreed or prepaid, such funding Lot Owner may seek reimbursement of the other Lot Owner's equal allocation in any manner provided at law and/or in this Declaration for dispute resolution, though such funding Lot Owner advances such funds at their own risk pending such resolution.

2. General Covenants. All real property within the Subdivision are subject to the limitations contained in this paragraph 2 in order to preserve the desirability, attractiveness, and value of property in the Subdivision, to the benefit of all Lot Owners.

A. Property Uses. All Lots shall be used for private residential purposes, and no portion of the Subdivision shall be used at any time, either

temporarily or permanently, for any other purpose. Notwithstanding the foregoing, home-office type purposes may be permissible under El Paso County zoning and land use regulations applicable to the Subdivision, provided that such activities do not result in excessive traffic, parking, or any offensive or noxious activities, or otherwise jeopardize the character of the Subdivision, and the business conducted is clearly secondary to the residential use of the Lot.

B. Construction Type. All construction shall be new. No building previously used at another location, nor any building or structure originally constructed as a "RV" or "mobile home" type dwelling, or manufactured housing (to the extent such structures have the appearance of "mobile homes" or "doublewides"), nor domes, may be moved onto any Lot within the Subdivision, except as expressly provided herein for temporary buildings.

C. Construction Completion. All construction work shall be completed within a reasonable period of time, and shall be prosecuted diligently and continuously from the time of commencement until fully completed. "Commencement of Construction" for a building is defined as the obtaining of necessary building permits, if any, and for the undertaking of any visible work, including storage of building materials.

D. Dwelling Area Requirements/Limitations. No main dwelling structure shall be constructed with a finished living space of less than four thousand (4,000) square feet, exclusive of open porches and garages.

E. Temporary Buildings. A moveable or temporary house, trailer, tent, garage, or other outbuilding shall not be placed or erected on a Lot or used for residential occupancy. A temporary structure may be placed on a Lot for the storage of building materials during construction.

F. Accessory Buildings. Any accessory buildings, outbuildings, or other structures shall be constructed in an architecturally pleasing manner, and shall be consistent with the finishes and exterior of the main dwelling structure. Metal and pre-manufactured storage sheds will not be allowed, except to the extent that they likewise blend in with the overall architecture of the main dwelling structure. Any such accessory buildings, outbuilding, or other structures shall be placed on permanent foundations.

G. Maintenance of Lots. It shall be the duty and obligation of each Owner of a Lot within the Subdivision, at such Owner's expense, to beautify and keep neat, attractive, and in good order such Owner's residence and the exterior portions of the dwelling thereon, and to maintain, repair, and replace the same.

H. Restoration in the Event of Damage or Destruction. In the event of damage or destruction of any kind on a Lot, the Lot Owner thereof shall restore or replace the damage or destruction to original, or better, Lot conditions, so as to present a pleasing and attractive appearance. All such restoration, or demolition and removal, shall be completed within one (1) year of the event causing the damage or destruction.

I. Antennas. Visible antennas are prohibited. Attic antennas inside any dwelling (as opposed to roof antennas) are effective, are less vulnerable to damage, and are encouraged. Aerials, antennas, or other devices for the reception of radio, television, microwave device, or other electronic signals may not be mounted on the exterior of dwelling or accessory building. Only devices that preclude unattractive views from adjoining Lots within the Subdivision, and adhere to Federal Communications Commission (FCC) standards, shall be permitted.

J. Solar Collectors. Solar collectors or other solar devices are permitted so long as they are designed and installed to blend in with the overall architecture of other improvements on the Lot and cannot be ground level freestanding. Any roof or wall-mounted collectors or solar devices must be built-in to the roof or wall, be flush with, and of the same or substantially similar pitch as, the adjacent portions of the building, and be architecturally compatible with the building upon which they are affixed. Solar collectors may be mounted to standing seam metal roofs through attachment at the standing seams.

K. Trailers, Campers, Boats, and Other Vehicles. No boat, trailer, camper (not installed on its supporting vehicle), tractor, commercial vehicle, mobile home, motor home/RV, trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or any other type of recreational vehicle, or any towed trailer or truck, excepting pickup trucks solely for private use of the residents of a dwelling, shall be parked more than seven (7) consecutive days, on any street or within any Lot, except in a completely enclosed structure or accessory building, or unless they are parked or screened in a manner as to not be visible at ground level from any neighboring or nearby Lot within the Subdivision, or street. Utility trailers under twenty (20) feet in length (excluding the neck and hitch points for the trailer) may be kept and stored in an inconspicuous manner beyond seven (7) consecutive days.

L. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine, or device may be carried on within the Subdivision except within a completely enclosed structure, or at such location as screens the sight and sound of the activity from the street and from adjoining Lots within the Subdivision.

M. Abandoned/Project Vehicles. No stripped down, abandoned, unlicensed, partially wrecked or junk motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot within the Subdivision in such a manner as to be visible from ground level on any neighboring Lot or street.

N. Refuse. Unsightly objects or materials, including but not limited to ashes, trash, garbage, grass or shrub clippings, scrap material or other refuse, or containers for such items, shall not be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street.

O. Nuisance. No noxious, hazardous, or offensive activity shall be permitted upon any Lot, nor shall actions intended to or tending to cause embarrassment, discomfort, annoyance or nuisance to other Lot Owners within the Subdivision be permitted on any Lot. No annoying lights, sounds or odors shall be permitted to emanate from any Lot. Outdoor lighting will be permitted to the extent it does not create a visual nuisance to neighboring or nearby Lot Owners. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb adjacent or nearby Lot Owners. No activities which pollute or have the potential to pollute any well, surface water right, groundwater aquifer, or other water resource shall be permitted within the Subdivision. No trail bikes, mini-bikes, motorcycles, all-terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Subdivision other than on county roads and going to and from Lots, or for use in maintenance activities upon a Lot, or during emergency situations including but not limited to flood, fire, and blizzard/snow emergencies. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable quiet enjoyment of the persons on any adjoining or nearby Lots within the Subdivision. No hunting of any kind by any form or device, nor the discharge of any type of firearm, explosive, or fireworks devices shall be permitted, unless the discharge of firearms is operated in a reasonable manner and during reasonable hours. Firearms shall be operated in accordance with state law, and Lot Owners must take all reasonable precautions to ensure that projectiles cannot go through, over, or under property or property lines. Lot Owners shall be responsible for damage or injury occurred as the result of reckless or negligent behavior.

P. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for built-in speakers on the decks and patios adjoined to or in the immediate vicinity of primary dwelling structures, and for security devices used exclusively for security purposes, shall be located, used or placed on any structure or within any Lot. Volumes of such permitted exterior sound devices shall be maintained at such a level as to maintain the peace and tranquility of the community and subdivision.

**Q. Animals.** No animals or livestock of any kind shall be housed, raised, or kept on any Lot within the Subdivision, either temporarily or permanently, except as expressly provided by the Water Decree described herein. Lot Owners may keep commonly accepted domesticated birds, fish, dogs, cats, and other small domestic animals permanently confined as household pets. Owners of Lots 1 and 2 within the Subdivision may keep up to four horses, or equivalent livestock, per Lot. The Owner of Lot 3 within the Subdivision may keep up to eight horses or equivalent livestock. No such domesticated animals may be kept or maintained in violation of provisions of the Water Decree, attached as **Exhibit B**, nor in violation of any government regulation, and all such domesticated animals must be thoroughly secured and maintained within the Lot of the owner of such animals, and must be kept under the control of the Lot Owner at all times. Any animal, of any kind, which makes an unreasonable amount of noise or odor, harms wildlife, disturbs the peace of the Subdivision, or is otherwise a nuisance, are prohibited. No exterior doghouses or kennels will be permitted. Additionally, no kennels, whether for breeding, rent, or sale shall be allowed within the Subdivision. The Owner of a Lot upon which an animal is kept is responsible for payment of any and all damage caused to the property of other Lot Owners. Owners are responsible for cleaning up after their pets.

**R. Fences.** All fencing, including yard and accent fencing, shall be of white vinyl 4-rail post and board rail fencing with a measured height of 60 inches for the top rail. Fences attached to the primary residence on Lot 1 and Lot 2 within the Subdivision may not enclose more than 10,000 square feet of lawn and gardens, which may be either irrigated, xeriscaped or left in its native condition. Similarly, fences attached to outbuildings (such as barns) may also not enclose more than 10,000 square feet, which may be either irrigated, xeriscaped or left in its native condition. Wire mesh may be attached to fencing for yards and/or fencing enclosing areas for outbuildings, but not generally to perimeter fencing. All irrigated and/or xeriscaping design must conform to the allocated water rights for each lot and shall be in compliance with the Augmentation Plan and any applicable County rules and regulations. Neither Lot 1 nor Lot 2 within the Subdivision shall be permitted to erect a fence within the 100-foot pipeline right-of-way that runs parallel to the pipelines, as depicted on the attached **Exhibit A** plat. Other than the type, measurement, dimension, and the finishing of fences, any remaining restrictions contained within this paragraph R shall not apply to Lot 3 within the Subdivision.

**S. Maintenance of Natural Forest and Landscaping.** The Skyfall Subdivision is located in a forested environment consisting of mature Ponderosa pine and Douglas fir trees, which create natural visual and sight barriers between Lots. Except for purposes of disease and blight control, public safety, and to the extent necessary to prepare building sites for a primary residence upon a platted Lot, no portion of the natural Ponderosa/Fir tree barrier described in this paragraph

