

DECLARATION OF RESTRICTIVE COVENANTS

MORNING SUN SOLAR COMMUNITY, FILING NO. 2

WOODLAND PARK, COLORADO

323245

TELLER CO. COLO #323245 06/05/84 8:00
349 735 SHIRLEY A BEACH, RECORDER

BOOK 349 PAGE 735

TO WHOM IT MAY CONCERN:

WHEREAS, Morning Sun Solar Community, Inc., is the owner of the following described real property situated in Teller County, Colorado, to wit; Morning Sun Solar Community, Filing No. 2; Lots 2 through 45, and 47 through 52, inclusive, and

WHEREAS, the owners are desirous of protecting and preserving the present and future values of the above described property and desires to develop and maintain a first-class mountain subdivision, and

WHEREAS, the owner believes it necessary and proper to place the following covenants and restrictions on said property for the mutual protection and benefit of present and future owners of lots in said subdivision,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, Morning Sun Solar Community, Inc., do hereby establish and declare the following covenants and restrictions upon the above described property and do hereby declare that all rights, titles and interest in and to all of the above described property shall henceforth be subject to the covenants and conditions on Lots 2 through 45, 47 through 52, inclusive, as herein set forth;

RESTRICTIVE COVENANTS FOR MORNING SUN SOLAR COMMUNITY- Filing No. 2

BOOK 349-736

Section 1. All lots within Morning Sun Solar Community shall be classified into the following uses:

- (a) Single-Family Residential Lot. Only one single-family residence building may be constructed on a single-family residential lot. No single-family residential lot shall be divided or resubdivided into smaller lots.
- (b) Commercial Use Lot. Certain lots in Morning Sun Solar Community may be designated by the Declarant for commercial purposes subject to compliance with all applicable laws, ordinances, rules and regulations, and subject further to approval of the Declarant as to contemplated uses.

Section 2. All lots within Morning Sun Solar Community, except as otherwise specifically provided, shall be subject to the following limitations and restrictions:

- (a) No improvements shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications therefor, prepared by an architect or qualified designer, (including, but not limited to, the floor elevation; plot and grading plans; specifications or principal exterior materials, color schemes and the site location; character and method of utilization of all utilities; landscape plans; automobile parking provisions; and outside lighting plan), have been submitted to the Design Committee, as provided for hereinafter. Plot and grading plans required to be submitted hereunder shall be prepared on a two (2) foot contour topographic.
- (b) Each improvement shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.
- (c) In passing upon all such plans and specifications, the Design Committee shall take into consideration the suitability of the proposed improvement and the materials of which it is to be built to the lot upon which it is to be erected, its harmony with the surroundings and the effect of the improvement on other structures, as planned, and as viewed from adjacent or neighboring lots. The Design Committee shall use reasonable judgement in passing upon all such plans and specifications, but shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Design Committee acted with malice or wrongful intent.

Section 3 Standard construction and exterior architectural restrictions

Except as otherwise approved by the Design Committee:

- (a) All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile

dwelling or structure may be moved onto a lot.

- (b) The exterior of all buildings, structures or other improvements must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days without written permission of the Design Committee, the unfinished structure or unfinished portion thereof shall be deemed to be a nuisance and shall be removed forthwith by and at the cost of the owner.
- (c) All buildings will be required to be architecturally compatible with existing improvements located within Morning Sun Solar Community, as determined in the sole discretion of the Design Committee. Tract or modular housing will not be allowed. The same style of residence shall not be repeated on adjacent, opposite or nearby lots. Any residence having the same or substantially the same external configuration as a completed residence located within a radius of 1,200 feet shall not be permitted.
- (d) Buildings shall be located on lots only as allowed by applicable ordinances of the City of Woodland Park; except, however, that for the purposes of this Declaration, roof eaves, steps and porches shall be deemed to be a part of any structure and the following minimum setbacks shall be applicable:
 - 1. Front and side yards - 25 feet from property line, and
 - 2. rear yards - 30 feet from property lines.
- (e) All structures will be located to prevent unnecessary restriction of views.
- (f) No residential structure shall be permitted on any lot in which the gross livable floor area of the main structure, exclusive of basements, open porches, and garages, shall be less than 1,450 square feet. Attached sunspace or greenhouse areas used for solar heat collection are included as part of the finished living area footage requirements. The size of dwellings is established primarily to reflect the Declarant's intent regarding the quality of the development. Recognizing that size is not necessarily indicative of quality, the Design Committee shall grant reasonable requests for variances to size criteria when other factors which enhance the quality and compatibility of the structure justify such variances.
- (g) No structure shall exceed thirty-five (35) feet in height measured from the lowest ground elevation adjacent to the exterior of the improvement to the highest point of the structure.
- (h) Only colors compatible with the natural surroundings (in earth tones) shall be used on exterior walls, sidings, doors, chimney facings, porches,

garage doors, gutters, window frames, and metal surfaces.

- (i) All exterior walls shall be of no more than three (3) primary materials including, but not necessarily limited to, wood, stone, stucco or accepted types of brick. Acceptable brick, as used herein, shall be interpreted to mean sand brick, clinker brick and bricks without a sheen appearance or brick of a color that blends with natural surroundings.
- (j) All exposed concrete on all structures must be stuccoed.
- (k) Roof material and color shall be consistent with the architecture, color and exterior wall material of the structure or improvement. All roof areas shall be of wood shakes, wood shingles, or shall be of a type of material approved by the Design Committee.
- (l) Roof-mounted solar collectors, skylights and other unusual or energy conservation features shall be custom designed and subject to approval by the Design Committee prior to installation.
- (m) Overhang of roof shall be at least twenty-four (24) inches.
- (n) Chimney facing shall be stone or earth-tone brick varieties or wood or stucco varieties in such colors as are permitted herein.
- (o) Chimneys shall be equipped with spark-arresting screen.
- (p) Garage doors shall be of wood, wood composition or wood substitutes. Windows shall be allowed in garage doors only in the event that they are architecturally compatible with the surroundings.
- (q) A two-car attached garage shall be required for each single-family residence.
- (r) Each accessory building and all ornamental post lights constructed on a residential lot must conform in architectural style and construction materials with the residential structure located on said lot.
- (s) Where culverts are required by the City of Woodland Park, any such culverts shall have concrete or other acceptable stabilizing wing walls or abutments so that the culvert is not exposed from the surface or on either end.
- (t) All free-standing mailbox supports shall be of wood, stone or brick design.

Section 4 Living environment standards.

Except as otherwise approved by the Design Committee:

- (a) Each Owner shall maintain the exterior of the dwelling, any accessory

building, and all other structures or improvements, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage, deterioration or erosion become apparent. Exterior building surfaces and trim shall be repainted periodically and prior to the time the surfacing becomes weathered or worn. Periodic exterior maintenance also includes the responsibility of the Owner to repair and maintain gutters, down-spouts, roofs, paving, lawns, shrubs, trees, other landscape material, fences, signing, mailboxes, outdoor lighting, and any other structure or improvement located on the Owner's lot, together with the responsibility of the Owner to control erosion.

- (b) Any dwelling or structure which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within three (3) months from and after the date of destruction.
- (c) Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings, improvements or grounds on such lot which tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
- (d) All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as to have minimum visibility from neighboring property or adjacent streets.
- (e) All outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods, and all outside aerials, antennas, patio covers, or similar structures shall be located so as to have minimum visibility from neighboring properties or adjoining streets.
- (f) No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse or receptacles or containers therefor, shall be stored, accumulated or deposited so as to be visible from neighboring properties or adjoining streets, except during refuse collections.
- (g) The burning of trash in outside incinerators, barbecue pits, or open burning is prohibited.
- (h) No noxious, hazardous or offensive activities shall be carried on upon any lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No annoying lights, sounds, or odors shall emanate from any living unit.
- (i) No exterior speakers, horns, whistles, bells, or other sound devices,

except security devices used exclusively for security purposes, shall be located, used or placed on any structure or improvement.

- (j) Landscaping shall be compatible with existing natural surroundings as determined in the sole discretion of the Design Committee. Landscaping plans must be submitted for approval of the Design Committee prior to commencement of any landscaping activity. No existing trees or rocks shall be removed from the lot, unless required during the course of construction and approved by the Design Committee. No excavation or fill shall be permitted without the approval of the Design Committee.
- (k) All lots shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the opinion of the Design Committee are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which in the opinion of the Design Committee causes undue danger of fire.
- (l) In order to effect insect, weed and fire control, and to prevent and remove nuisances, Owners shall mow, cut, prune, clear and remove from their premises any unsightly brush, weeds, or other growth and shall remove any trash which may collect or accumulate on their lot.
- (m) Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and improvements and so as to protect foundations and footings from excess moisture.
- (n) No motor vehicles shall be parked or maintained on any street, road, or common access area. The site improvements on each lot shall include adequate driveway or other similar off-street space for temporary parking of no less than two (2) private passenger motor vehicles.
- (o) No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit, truck, any vehicle designed principally for hauling articles or material rather than for private conveyance of individuals, or any other vehicle, excepting only a private passenger vehicle with respect to on-lot parking, shall be parked on any street or within any lot except in a completely enclosed structure, or fully screened so as not to be visible from any neighboring properties or adjoining streets.
- (p) No stripped-down, partially wrecked, or junked motor vehicle or sizable portion thereof, shall be permitted to be parked on any street or on any lot in such manner as to be visible from any neighboring properties or adjoining streets.
- (q) No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from neighboring properties or adjoining streets.

- (r) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than four (4) square feet advertising the property for sale or rent, or such signs as may be used by a builder, developer, or subdivider to advertise the property during construction, development, and the sales period; provided, however, that this restriction shall not be applicable to identification names and numbers if shown on the plans and specifications.
- (s) Exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity so as not to disturb or annoy the residents of neighboring properties.
- (t) Garage doors are to be kept closed at all times except for ingress and egress of motor vehicles and equipment.
- (u) No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, horses, sheep, goats, swine, rabbits or any other domestic farm or barnyard animals or fowl on any lot or erect thereon any improvement designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats or other household pets within the confines of their lot, except when leashed, provided that they are not kept, bred or raised for any commercial purpose.

Design Committee

Section 1 There shall be a Design Committee consisting of three (3) members appointed by Declarant. Declarant shall have the right to appoint one or more alternates for the members of the Design Committee, which alternates shall have power as voting members of the Design Committee in the event that the members for whom they are alternates are unavailable to act as members of the Design Committee. The members of the Design Committee, and their alternates, shall serve until death, resignation or their removal from the Design Committee by Declarant.

Section 2 A majority of the Design Committee members in office at the time shall constitute a quorum for the transaction of business, and all action taken by the Design Committee at any meeting at which a quorum is present shall be by a simple majority of those present. No formal meetings shall be required of the Design Committee, and any action may be taken by the Design Committee without a meeting by written consent signed by a majority of the Design Committee members. Upon the death, resignation or removal of a member of the Design Committee, the remaining member or members of the Committee shall designate a replacement for such member to serve until such time as Declarant replaces such temporary successor member with a permanent successor member.

Section 3 It shall be the duty of the Design Committee to consider and act upon proposals or plans submitted to it for approval pursuant to the terms of this Declaration, to adopt Design Committee Rules and Regulations, as provided for hereinafter, and to perform such other duties from time to time delegated to it by Declarant. The Design Committee's approval or disapproval shall be given in writing within a reasonable period of time after complete submission of plans and specifications. Any person desiring to erect or construct an improvement, or alter any existing improvements or in any way change the appearance of any lot or structure on a lot shall be required to complete an application form available from the Design Committee and, after completion, submit the same to the Design Committee with plans, specifications and plot plans as required by these Covenants. In granting or withholding approval, the Design Committee shall consider, among other things, the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the structure to the environment and to surrounding uses, the degree, if any, to which the proposed structure will cause intrusions of sound, light, or other effects on neighboring sites, and such other factors as may be deemed relevant by the Design Committee for the purposes of satisfying the conditions contained within this Declaration.

Section 4 The Design Committee may from time to time and in its sole discretion adopt, amend and repeal by majority vote rules and regulations to be known as the Design Committee Rules and Regulations, which, among other things, interpret or implement the provisions of this Declaration pertaining to the design of improvements which must be approved by the Design Committee. A copy of such Rules and Regulations as they may from time to time be adopted, amended or repealed, certified by any member of the Committee, shall be available at all times at the office of the Declarant, the Design Committee, or the Association for the inspection of any Owner, architect or agent of the Owner or architect, and shall be binding upon each and every Owner and all real property subject to this Declaration, the same as if fully set forth herein.

Section 5 Neither the Design Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of;

- (a) the approval of any plans, drawings and specifications, whether or not defective;
- (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or
- (c) the development or manner of development of any land within Morning Sun Solar Community.

Section 6

The Design Committee shall have the authority to grant variances from the terms and conditions contained within this Declaration in the event the Design Committee finds that all of the following conditions exist:

- (a) Any such variance will not be contrary to the interests of the Owners and residents of Morning Sun Solar Community;
- (b) Owing to exceptional and extraordinary circumstances, literal enforcement of the Declaration will result in unnecessary hardship;
- (c) The variance will not substantially or permanently injure the use of other property within Morning Sun Solar Community;
- (d) The variance will not alter the essential character of Morning Sun Solar Community;
- (e) The variance will not weaken the general purposes of this Declaration;
- (f) The variance will be in harmony with the spirit and purposes of this Declaration; and
- (g) The circumstances leading the applicant to seek a variance are unique to the lot or its Owner and are not applicable generally to lots in Morning Sun Solar Community or their Owners.

SOLAR COVENANTS

323245

FOR

MORNING SUN SOLAR COMMUNITY, FILING # 2

349-744

1. A sunspace and/or greenhouse is required.
2. All homes shall be built on each lot so they do not block potential sun rays from the adjoining lots. Important sun rays in the winter are from 10:00 a.m. to 2:00 p.m.
3. The words "solar exposure" shall not simply mean windows facing south. Each home should be engineered to take maximum benefit of the sun, however, all residences shall be professionally designed to store heat from the sun. For example: via trombe walls, insulated curtains, brick or tile solarium floors, etc.
4. Attached sunspace or greenhouse areas used for solar heat collection shall be included as part of the finished living area footage requirements.
5. Underground homes and other "state of the art" energy efficient construction techniques are encouraged.
6. All construction plans shall be approved by the architecture control committee consisting of Allen Brown and Cary L. Carpenter.

MORNING SUN SOLAR COMMUNITY, INC.

A Colorado Corporation



Allen Brown, President

Cary L. Carpenter, Secretary

STATE OF COLORADO
County of Teller) ss

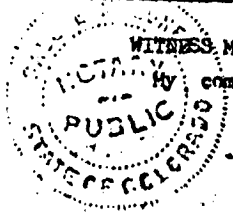
The foregoing instrument was acknowledged before me this

4th

day of June, 1984 by Allen Brown,

President and Cary L. Carpenter, Secretary of Morning Sun Solar

Community, Inc., A Colorado Corporation.



WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires Aug. 26, 1984

Notary Public

garage doors, gutters, window frames, and metal surfaces.

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FOR

MORNING SUN SOLAR COMMUNITY, FILING # 2

BOOK 349 PAGE 744

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MORNING SUN SOLAR COMMUNITY, INC.

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Allen Brown, President

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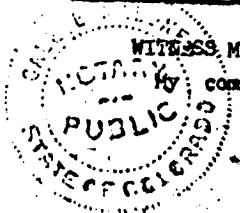
STATE OF COLORADO
County of Teller) ss

The foregoing instrument was acknowledged before me this

4th day of June, 1984 by Allen Brown,

President and Cary L. Carpenter, Secretary of Morning Sun Solar

Community, Inc., A Colorado Corporation.



WITNESS MY HAND AND OFFICIAL SEAL.

commission expires Aug. 26 1984

Notary Public