

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR RIDGEWOOD SECOND FILING, TELLER COUNTY, COLORADO
("RESTATEMENT")

WHEREAS, the Declaration of Restrictions and Protective Covenants for Ridgewood Second Filing, Teller County, Colorado, was recorded on July 7, 1971, in Drawer 5 at Card 93A, Reception No. 210696, records of the Clerk and Recorder of Teller County, Colorado ("Covenants" or "Declaration"); and

WHEREAS, pursuant to Paragraph 18 of the Declaration, the Covenants were to be effective for a period of thirty (30) years from the date such Declaration was recorded and then were to be automatically extended for successive periods of ten (10) years unless changed by an instrument signed by the then owners of a majority of the Lots in Ridgewood Second Filing and then recorded; and

WHEREAS, the Covenants were extended automatically for one ten year period on July 7, 2001; and

WHEREAS, Ridgewood Second Filing contains 36 Lots that are subject to the Covenants as set forth in the plat for Ridgewood Second Filing; and

WHEREAS, the owners of the majority of the 36 Lots in the Ridgewood Second Filing desire to change the Declaration in certain respects as more fully set forth below and to affirm the continued effectiveness of the Covenants as changed herein at least until the date set forth in Paragraph 18 below; and

WHEREAS, because Ridgewood subdivision consists of more lots and parcels in other filings for Ridgewood subdivision than just the 36 Lots in Ridgewood Second Filing – as such lots and parcels are described in the respective plats for such filings, the declarations for which, although similar to the Declaration for this Second Filing, all have different dates for changing the covenants that apply to such other filings – the date set forth in Paragraph 18 below was chosen to be a date on which all of the Ridgewood subdivision filings can change their covenants at one time to establish, if the owners so choose at the time, one set of covenants that will apply to all, or most, of the filings in Ridgewood subdivision (as the owners may so determine at the time) so that on and after such date set forth in Paragraph 18 below (if the owners so determine at the time) one set of common covenants shall apply to all or most of the filings in Ridgewood subdivision (and the lots and parcels therein), which one set of common covenants will have just one date for changing that single set of common covenants for all, or most, of Ridgewood subdivision rather than the multiple dates for such changes that exist on the date this Restatement is recorded.

NOW THEREFORE, by their signatures on the signature pages below, the owners of the Lots in Ridgewood Second Filing set forth in the signature pages below (who are the owners of the majority of the 36 Lots in Ridgewood Second Filing on the date this Restatement is recorded) hereby declare that the covenants, restrictions, and other matters set forth below shall be the covenants, restrictions, and other matters that apply to Ridgewood Second Filing, this Restatement superseding in its entirety the Declaration that was originally recorded on July 7, 1971, in Drawer 5 at Card 93A, Reception No. 210696, records of the Clerk and Recorder of Teller County, Colorado.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, altered, placed, or permitted on any lot until the construction plans and specifications, and a plan showing the location of the structure shall have been approved by the Architectural Control Committee hereinafter provided for, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot perimeter.

3. DWELLING SIZE. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 750 square feet for a one-story building, or less than 750 square feet of ground floor for a two-story dwelling.

4. WATER. Lot owners shall drill water wells at their sole expense. In the event, however, that a lot owner engages the services of F.M. Fox and Assoc., Consulting Geologists of Arvada, Colorado, and drills a water well on said lot to the depth and at the location they suggest, and obtains the services of a well driller recommended by said Associates, then, in the event potable water in a quantity reasonably sufficient for residential use is not obtained, the undersigned agrees to drill a well, within the subdivision which shall be reasonably accessible to said lot owner so that said lot owner may tap onto said well to obtain a quantity of water for reasonable residential use; provided that all costs of the pipe and installation of the water line from said well to the individual lot of owner, shall be paid for by the respective owner who desires to connect onto such well and provided that all future maintenance and repair of said well shall annually be paid proportionately by the owners of the lots using said water source.

5. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side yard lot line, and no dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

6. VARIANCES. The Architectural Control Committee shall have authority to grant variances from the provisions of this declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these covenants would result in unusual hardship. The Architectural Control Committee shall be the sole and exclusive judge of whether or not said hardship exists.

7. EASEMENTS. Easements for installation and maintenance of utilities, fire protection, bridle paths or hiking trails, and drainage facilities, are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements.

8. EASEMENTS AND RIGHTS OF WAY. Every owner of a lot within the subdivision shall be granted a perpetual right of way or easement for ingress and egress to such respective lot across the existing private roadways shown on the plat for Ridgewood, Second Filing, and said roads and rights of way shall at all times remain free, open and unobstructed for the private use of owners of lots within the subdivision for ingress and egress to their respective lots within the platted subdivision from the platted and dedicated County Road. The undersigned shall have the exclusive authority to designate where the private roadways within the subdivision shall join the existing dedicated County Road, and such designations are shown on the plat of said subdivision.

9. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

10. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot.

12. ANIMALS. No animals, livestock or poultry of any kind whatsoever shall ever be raised, kept or bred on any lot, except that household pets may be maintained on a non-commercial basis. In the event an owner temporarily hobbles or ties a horse in a bridle path area, he shall be responsible for cleanup of that area.

13. GARBAGE OR REFUSE DISPOSAL. No lot shall be used or maintained as a dumping round for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of waste shall be so constructed as to prevent noxious odors or excessive smoke emitting there from, and shall be kept in a clean and sanitary condition.

14. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of Edward K. Warren, 1915 Manor Lane, Colorado Springs, Colorado; David K. Warren, Woodland Park, Colorado; and Otto K. Hilbert, 218 Mining Exchange Building, Colorado Springs, Colorado. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Said committee shall exercise the control, authority and discretion herein invested in it. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove, within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. TIMBER REMOVAL. There shall be no removal of timber from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices.

16. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

17. [Intentionally deleted.]

18. **TERM.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until March 1, 2012, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. **TIME FOR CONSTRUCTION.** Once construction of any building or dwelling house is commenced, it must be completed within one year.

20. **COMMERCIAL USE.** No commercial use of any kind or nature whatsoever, except as specified herein, shall be permitted within the subdivision.

21. **SEWAGE FACILITIES.** Every owner of a lot within the subdivision shall be responsible for the construction of individual sewage facilities for such lot, and all septic tanks placed on any lot shall be located so as to create a minimum interference with existing water supply on the property, and shall be a size and type and location that is approved by the health authorities of the State of Colorado. The owners of two or more lots may, if they so desire, have a common septic tank to service more than one lot, provided, however, that no more than three dwellings may be connected to a common septic tank. No outhouses or outside toilets shall be allowed on any lot. In addition, the location of all septic tanks and individual sewage facilities shall be subject to approval by the Architectural Control Committee.

22. **STORAGE.** The storage of lumber or any other material or building material, except during construction of the house or other approved buildings thereon, outside of permitted buildings properly erected under the terms of these covenants, is prohibited, and no lot shall be used for the storage of trucks, cars, machinery or equipment, except during the development of land and construction thereon.

23. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant for the purpose of restraining violations or to recover damages. Violation of any restrictions contained or provided for in this declaration shall give the undersigned and in the event, the undersigned fails to act within a reasonable time any owner of property subject to this declaration, in addition to all other remedies provided for by law, the right to enter upon the land upon or as to which such violation exists and abate or remove the same, using such force as may reasonably be necessary, at the expense of the owner thereof, an erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof and neither the undersigned nor its agents or employees or any other lot owners shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. The owner of said premises agrees to pay the undersigned upon demand the costs and expenses of such abatement and such costs and expenses shall be a lien upon the premises.

24. **HUNTING.** No hunting of any kind or nature whatsoever shall be allowed on the premises.

25. **SEVERABILITY.** Invalidation of one of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full and effect.