



Declaration of Protective Covenants

Langtree Subdivision Filing No1

July 25, 2023

REVISION B

Change log		
Revision	Date	Change Description
Original	November 28, 1995	As approved by Joseph A Gassner, Langtree Developer/owner
A	January 8, 2023	LPOA Annual meeting voted by 2/3 majority to amend Paragraphs 8, 11, 21 and 22.
B	July 25, 2023	LPOA voted by 2/3 majority for Ballot Initiatives 1 & 2 to amend and/or create Paragraphs 1, 8, 34, 36, 40 and 41. Edits include typographical and punctuation corrections made by the Board of Directors.

STATE OF COLORADO
COUNTY OF EL PASO
CITY OF MONUMENT

KNOW ALL MEN BY THESE PRESENTS: That whereas to the Declarant Gassner hereinafter called the Declarant, the owner of lots one (1) through twenty-nine (29) inclusive of Langtree Subdivision Filing No. 1 (hereinafter called Langtree), situate from the County of El Paso, State of Colorado.

NOW THEREFORE, in consideration of the acceptance hereof by the several purchasers and grantees (his, hers, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots and said tract of land, 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 El Paso County, 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 the benefit and advantage the following restrictions, limitations, conditions and agreements, to wit:

1. **INTENT:** The intent of these covenants is to preserve Langtree as a high-quality, residential area of lasting value. Property owners should be people who will uphold the letter, spirit and intent of these covenants. Notwithstanding any provision of the Declaration, the Association's Articles of Incorporation, By-Laws or Rules, the Community created thereon shall be exempt from the majority of the provisions of the Colorado Revised Statutes 2022 (CRS) Colorado Common Interest Ownership Act ("CCIOA") in that this Declaration hereby provides that the annual average common expense liability of each lot restricted to residential purposes, exclusive of any insurance premiums paid by the Association, may not exceed Four Hundred Dollars (\$400.00). The Community will therefore be subject to only three provisions of CCIOA as described in CRS 38-33.3-116(1). Any references to CCIOA provisions besides those referenced in CRS 38-33.3-116(1) are only for purposes of describing similar actions, reports or rights as set forth in CCIOA.

2. **BUILDING TYPE AND USE:** All lots shall be known, described and used only as single-family residential lots and shall not be used for more than one custom-built residential home, a private garage, and guest house, all in keeping with architecture of the principal residence, and subject to approval by the Architectural Control Committee, hereinafter called the ACC.
3. **HEIGHT AND SIZE:** The maximum height of the dwelling shall be two and one half (2-½) stories. For purposes of these covenants, houses with basement windows above or partially above ground level or houses with garden level or basement entrances on one side may, at the discretion of the ACC, be considered as single or multi-storied structures, depending on a appearance, size, location and amount of total finished floor area. The ACC may grant requests for minor variances to size or height criteria when other factors which enhance the quality of the structure conclusively justify such variance. The enclosed total finished living area of any dwelling structure exclusive of garages, decks or porches shall be not less than twenty six hundred (2600) square feet for a multi-story dwelling, and not less than eighteen hundred (1800) square feet for a one-story (ranch style) dwelling. Garages are required for all houses and shall be in sufficient size to accommodate two (2) full size automobiles. Oversized two or three car garages are recommended as economical and practical storage space.
4. **BUILDING LOCATION:** When the house plans are submitted to the ACC for review and approval, there shall also be submitted a site plan showing the planned the location of ALL improvements for the lot including an adequate grading, drainage and landscape plan. The ACC may require site changes if in its opinion the proposed site location would unduly interfere with the joining lots, terrain or natural vegetation. The lots shall be maintained in their natural state as nearly as is possible except, for a reasonably sized lawn and garden.
5. **SETBACKS:** Buildings shall be located a minimum of fifty (50) feet from front and rear lot lines, and a minimum of twenty-five (25) feet from side lot lines. The ACC may reduce the setback on an individual basis if warranted but in no case less than as required by El Paso county. For purposes of these covenants, chimneys, eaves, overhangs, steps, porches, and decks shall be considered as part of the structure.
6. **TEMPORARY RESIDENCES:** No structure of temporary character, trailer, camper, basement, tent or accessory building of any kind shall be used on any lot as a residence, temporarily or permanently.
7. **TIME OF CONSTRUCTION:** Except for lot perimeter fencing, construction shall not start until approved in advance by the ACC. Construction of the approved structures including landscaping shall be completed within nine months from the time such construction is started. If any structure be abandoned, Declarant, and/or the ACC shall have the authority to remove or complete all or portions of such structure so as to prevent its being unsightly and a detriment to the area. Notice of intent to move or complete and charge for the expenses will be mailed by certified mail to the owner of record at his last known address, and shall be posted on the lot for a minimum of ten (10) days prior to such action.
8. **PROPERTY OWNERS ASSOCIATION:** Owners in Langtree shall become members of the LANGTREE PROPERTY OWNERS ASSOCIATION (LPOA), a non-profit corporation as established by the protective covenants for Langtree as recorded _____ in book _____ pages _____ through _____ Reception # _____. The office of El Paso County Clerk and Recorder. Annual LPOA membership dues shall be approved at the annual meeting by a simple majority of all property owners in good standing present (or by proxy). The membership dues

approved annually shall not exceed four hundred dollars in accordance with the CCIOA. Each lot within Langtree is allocated one vote. The LPOA may file a recorded lien being placed on the Langtree lot and/or a monetary fine for delinquent dues payments. The process, and the amount of monetary penalty, associated with any activity involving the collection of annual dues are documented in the Revised Policies, Procedures, Rules, and Regulation (RPPRR) document.

9. ARCHITECTURAL CONTROL COMMITTEE: The ACC is initially composed of the Declarant, represented by two (2) persons appointed by the Declarant. After completion of eleven (11) homes within Langtree, all lots within Langtree are hereby annexed to and shall become a part of the established protective covenants of Langtree as recorded _____ in Book _____ Pages _____ through _____, Reception # _____ in the office of the El Paso County Clerk and Recorder and all requirements regarding membership in the ACC as defined in the Protective Covenants for Langtree shall apply. Declarant or its representative may remain on the ACC until all lots have completed dwelling units. However, at its option and choice of time, Declarant may relinquish full control of the ACC to the owner-occupants. An ACC member may be removed by a vote of two-thirds ($\frac{2}{3}$) majority of the then owner occupants. In the event of failure to perform, for whatever reason, the remaining ACC members shall have full authority to designate a successor member to fill the remaining term. Neither Declarant, ACC nor any persons acting therefore, shall be liable for any reasonable actions taken by the ACC under authorization for the provisions hereof. The ACC shall make and retain records of elections of its members. It shall retain records of all applications, house plans, and location/plot size plans until all structures applied for thereunder have been completed. If requests for changes, such as but not limited to, additions or remodels of alterations are made, both the original plans and the plans for said changes shall be retained until said changes are completed. ACC members shall not receive compensation except reimbursement of expenses.

10. APPLICATION AND APPROVAL PROCEDURE: A complete application with two (2) sets of plans shall be submitted by the lot owner, (not the builder) to the ACC at least fifteen days prior to any meeting of the ACC at which the owner wishes to be heard. If the owner is uncertain regarding the approval of specific plans, he is encouraged to submit preliminary drawings or sketches and a written request for preliminary review prior to completion of a full set of plans and formal application. Such preliminary reviews are performed as a courtesy and do not constitute final action.

11. CONSTRUCTION APPLICATION AND PROCESSING FEES: An initial non-refundable construction application fee (new home construction only) of one hundred fifty (\$150.00) shall accompany the initial formal submittal of house plans. Requests for changes, such as but not limited, to additions, remodels, or any exterior alterations to the property or structures shall be accompanied by an architectural control application form to include a full set of plans describing the changes.

12. FORMAL SUBMITTAL: The construction application shall be submitted on the ACC's application form with the following attachments: A plot/site plan and a landscape plan at the same scale (may be on the site/plot plan), complete house/structure plans, accessory building plans, and the required application fee plus any other supplemental information that may be requested by the ACC to carry out its purpose. The plot/site plan shall show the exact location on the lot of all proposed improvements, construction, such as but not limited to the house, garage, driveways, earthwork grading, septic system, accessory buildings and fences, even if only contemplated for the future. Exact proposed setbacks from lot lines, measured perpendicular to the lot lines shall be shown. Driveways to proposed structures and any clearing

of trees and vegetation, plantings of trees and landscaping materials, fencing, etc., must be shown in sufficient detail for the ACC to make valid judgments of the proposed improvements. THE PLOT/SITE PLAN shall show existing topographic (contour) information at a contour interval of 1 foot (1'). Detailed topographic lot maps are available from the Declarant. THE HOUSE/STRUCTURE/BUILDING submittals shall show details of the floor plans, architectural elevations, and exterior materials and color samples. Samples of new, or non-traditional exterior materials may be submitted for evaluation by the ACC prior to a request to utilize such materials. The structure(s) location on the lot shall be accurately staked on the lot prior to submittal of the formal application. Meetings: The ACC shall meet as a group to discuss, review, and examine submitted plans, make field trips to the lot and approve or disapprove all submissions in writing. Within 30 days of submittal, the ACC shall return one set of documents showing the ACC's written determination and comments to the owner.

13. **AUTHORITY OF THE ARCHITECTURAL CONTROL COMMITTEE:** The ACC shall resolve all questions of interpretation, and these covenants shall be interpreted in accordance with their general purpose and intent as herein expressed. The ACC may require reasonable changes in lot owners plans solely for aesthetic reasons. The ACC expressly reserves the right to deviate from these covenants if warranted within their intent.

14. **ARCHITECTURAL DESIGN AND REQUIREMENTS:** No building, structure, walls, gates, hedges, fences, mailboxes, driveways, windbreaks, swimming pools, flag poles, exterior lighting and antennas or other improvements in any kind shall be commenced, erected, converted, placed, added to, maintained or altered on any lot until the complete construction plans and specifications, to include design, height, material and color samples to be used and a site/plot plan showing the exact location of the structure(s) have been approved in writing by the ACC as to materials, harmony of external design with existing structure(s) location with respect to other structures planned, and as to topography and finished grade elevation. This requirement applies to both new construction and to subsequent changes, additions, repainting and major repairs or renovations. COLOR: Structural color schemes shall be subdued, unobtrusive natural or earth colors. Color samples must be submitted with a complete application. FACING/SIDING: Exposed concrete on buildings shall be stucco-ed or covered with brick, stone, wood or other material. Natural wood sidings must be treated and periodically maintained with preservative or stain. Clear wood finished do not withstand the high-altitude weather. Any finish material or stain shall have at least twenty percent (20%) pigment to aid in blocking ultra-violet and infra-red rays, thereby protecting the underlying material. Plywood, pressed board, metal, asbestos, or plastic siding materials are prohibited.

15. **CHIMNEYS AND OPEN FIRES:** Spark arresters shall be required on all chimneys. Open fires are prohibited.

16. **ROOFING:** Roof materials and color shall be consistent with the architecture, color and exterior wall material of any structure. Fire retardant cedar shake shingles, clay or colored concrete tiles or slate will normally be required. The ACC may allow variations from this requirement in those cases where such variation be harmonious with the surrounding area. New and modern materials with shake, tile and plate appearance may be considered at the sole discretion of the ACC. The overhang (eaves) of the roof of a structure shall be at least eighteen (18) inches wide. The minimum roof pitch on all buildings shall be not flatter than the ratio of three (3) vertical feet to twelve (12) horizontal. Flat roofs or nearly flat roofs with or without parapet walls are prohibited. Roof mounted solar collectors shall be flush mounted and must be approved by the ACC and prior to installation.

17. **ENERGY FEATURES:** Energy efficient designs are encouraged through well sealed and insulated construction the use of passive solar design techniques. Solar collectors shall be an unobtrusive part of a house or garage structure so that reflections and appearance do not unreasonably defeat the intent of these covenants to maintain a natural environment. Wind driven electric generators or windmills are prohibited.

18. **EXTREME DESIGNS:** Houses of extreme design may not be approved, it being the intent of these covenants to establish an area of quiet, unobtrusive dignity and quality consistent with other homes in Langtree.

19. **LANDSCAPING:** All soils disturbed during the building process will be regraded to natural grade and covered with six (6) inches of topsoil and seeded with a native grass mix. A landscaping plan showing tree and shrub planting must accompany all submittals requesting improvements that disturb any part of the lot. As a general rule, landscaping costs should be approximately 5% of construction costs.

20. **DRAINAGE AND IRRIGATION:** Some lots have natural drainages and irrigations ditches which are shown as non-build areas on the plat.

21. **DRIVEWAYS, EARTHWORK, GRADING, AND MAILBOXES:** Maintenance of driveways is the responsibility of the lot owner. The County requires a driveway permit and a minimum eighteen (18) inch diameter culvert where the driveway meets the public road. All earthwork and grading shall be performed in such a manner that disturbance to the lot is minimized. No finished grade shall be more than four (4) feet above or below the existing natural grade. All graded earth cuts or fills shall be sloped no steeper than a ratio of three (3) horizontal to one (1) vertical. No retaining wall shall be constructed in excess of four (4) feet in height. All retaining walls shall be constructed of wood, timbers, concrete or concrete block provided said concrete or concrete block is covered with stucco, stone or brick. Retaining walls shall be shown on the owners submitted plans.

22. **FENCES:** Only cedar 2 or 3 rail standard grade split rail fences are permitted and should be minimized to the extent possible. Existing stock fencing on the subdivision perimeter shall not be disturbed or removed. The above ground portion of all split rail fencing shall remain untreated to allow natural weathering.

23. **ANTENNAS:** Television or radio antennas must be installed in the structure attic. Ground mounted satellite television antennas must be of small size and maybe used only in areas where they will be unobtrusive. They shall be painted and/or screened to blend in with the natural environment, and their placement and location must be approved by the ACC in writing prior to installation.

24. **EASEMENTS:** Easements and/or non-build areas for installation and maintenance of utilities, roadways, and drainage purposes and such other purposes incident to development of this subdivision, including street frontages and along subdivision boundaries and as shown otherwise on the recorded plat. If a purchaser buys contiguous lots, the easements shall still apply unless legally vacated.

25. **NUISANCES:** Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No noxious noise polluting or otherwise offensive activities or commercial businesses or trades shall be carried on upon any lot. Any exterior lighting on any lot shall either be indirect or of such controlled focus and intensity as not to unduly disturb

residents of adjacent or nearby property. No trail bikes, minibikes, mopeds, motorcycles, all-terrain vehicles, snowmobiles or other such noise-causing vehicles shall be operated within Langtree other than on County roads and going to and from residences. No activity shall be permitted which will generate a noise level sufficient to interfere with the peaceful and reasonable enjoyment of the persons on any adjoining or nearby lots. 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 in Langtree.

26. **OBSTRUCTIONS AT INTERSECTIONS:** No fence, wall, hedge, tree, shrub or tree planting or other structure which unduly obstructs line-of-sight shall be placed or permitted to remain on any corner formed by the intersection of a street with another street.

27. **REFUSE AND RUBBISH:** Rubbish, garbage, trash, refuse, or other waste shall be kept and disposed of in a sanitary manner. All garbage or trash containers shall be kept at all times in a closed garage or placed in a walled-in area designed to blend with the house so that they shall not be visible from other lots or from public roads. No trash, litter, equipment, boxes, or other such items shall be permitted to remain exposed on any area of a lot that is visible from any other lot or from any public road.

28. **SIGNS:** All signs, their shape, size and content, must first be approved in writing by the ACC. Real estate signs shall not exceed four (4) square feet in size.

29. **VEHICLES PARKING AND EQUIPMENT:** No vehicles shall be stored or parked within Langtree, except in a closed garage; however, recreation vehicles, including travel trailers, campers, boats, and motor homes and related equipment may be kept if they are not readily visible from public roads nor reasonably visible from other lots and are screened from public view within appropriate garaging or solid opaque fencing approved in writing by the ACC.

30. **ANIMALS:** No animals or livestock of any kind shall be housed, raised or kept on any lot either temporarily or permanently. Commonly accepted domestic household pets may be kept provided they are not for any commercial purposes. All pets shall be kept under control of their owners at all times.

31. **WATER AUGMENTATION PLAN REQUIREMENTS:** All lots in Langtree shall be subject to the requirements as set forth in the decree in the District Court, Water Divisions 1 and 2 Case No. 94CW28 and 94CW101 (referenced in LPOA's governing documents as the "Augmentation Plan").

Each owner shall be responsible for obtaining a permit for a well to provide a water supply to his dwelling and for constructing an operating such well. All wells shall be constructed and operated in compliance with the Augmentation Plan and the permits for such wells.

Each Owner will be required to log a well as it is constructed and a well meter, with an accessible, exterior readout, shall be installed so as to provide information necessary to the Augmentation Plan. Each Owner shall maintain the meter and the well and shall allow the Association or its agents to enter the Owner's lot and read and inspect the meter.

Each Owner shall provide any information necessary to enable any reports required under the Augmentation Plan to be filled in a timely manner.

Declarant hereby assigns to the Association any and all right, interest and responsibilities under the Augmentation Plan, including without limitation, the rights under the Northgate Company Contract referenced in the Augmentation Plan. By this assignment to the Association, Declarant shall be relieved of any responsibility for the administration or enforcement of the Augmentation Plan or the operation of the augmentation water supply, and the Association shall be obligated to perform the same. By such assignment, the Association shall hold such interest in the Augmentation Plan and augmentation water supply for the benefit of all Lot Owners, shall assume the responsibility for administering and enforcing the Augmentation Plan, and shall take all necessary actions to ensure protection of water and well rights for all Lot Owners pursuant to the Augmentation Plan, including pursuing in maintaining all further action required under the Augmentation Plan. Failure of the Association or the Owners to comply with the terms of the Augmentation Plan may result in an order from the Division Engineers Office to curtail or eliminate pumping of the Owner's wells.

No changes or deletions to this paragraph may be made which may alter or in any manner compromise the Augmentation Plan or the water rights of either Declarant or the Owners.

32. GENERAL DEVELOPMENT GUIDE: The Declarant has obtained the required approval of El Paso County for a General Development Guide (referenced in LPOA's governing documents as the "Development Guide"). Each Owner and the Association shall comply with the Development Guide including, without limitation, the wildfire mitigation requirement, and the Association shall enforce the Development Guide as well as the Augmentation Plan as a part of this Declaration.

33. TECHNICAL ADVISOR: The ACC may retain a non-voting Technical Advisor (TA) experienced in residential site planning, construction, and landscaping, to assist with the management, review, and processing of applications and plans for the ACC, as well as monitor the construction progress of each project in accordance with the approved plans. The TA's compensation for the services will be from the application and processing fees. The TA may also provide consulting services to an applicant for reasonable professional fees prior to applicant's formal submittal of plans. To avoid any appearance of a conflict of interest, the TA shall not consult for a fee with an applicant once plans have been formally submitted to the ACC for approval, but may consult with an owner after approval. The TA shall be required to maintain records of his services for both the ACC and applicants.

34. ENFORCEMENT: Enforcement of these covenants, conditions and restrictions shall be at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Covenants are for use, convenience and protection of all property owners in Langtree. Declarant, ACC, LPOA and individual lot owners may act to enforce these covenants, none of the foregoing, however, are obligated to do so. Declarant and the ACC together or separately, or through authorized agents or employees further reserve the right, whenever there shall have been an apparent violation of one or more of the provisions of these covenants and after ten (10) days notice to the owner, to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the said owner and such entry and abatement or reversal shall not constitute nor be deemed a trespass. Property owners in Langtree expressly agree to abide by injunctions without necessity of bond in order to simplify judicial proceedings to remedy covenant violations. In addition, if a judicial action is necessary to prohibit a covenant violation and a violation is established, the violator(s) shall pay all costs of the enforcement proceeding, including reasonable attorney's fees. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so

thereafter as to the same breach enforcement. Any ACC enforcement expense may result in a recorded lien being placed on the Langtree Lot and/or monetary fine to include attorney fees. The process, and the amount of monetary penalty, associated with any activity involving the enforcement of these covenants are documented in the Revised Policies, Procedures, Rules, and Regulation (RPPRR) document.

35. **LIABILITY:** Neither the Declarant, ACC, LPOA, or any person acting therefore shall be liable in damages to any person or entity by reason of any action, failure to act, or any other circumstance taken in good faith to meet the intent of these covenants.

36. **TERM OF COVENANTS:** These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty five (25) years from the date of recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a simple majority of the then owners in good standing (one vote per lot) has been recorded, changing said covenants in whole or part. All changes shall be formally recorded with the Clerk and Recorder in El Paso County, Colorado.

37. **NOTICES:** Any notice required to be given to any owner or other person under the provisions of these covenants shall be deemed to have been properly given when mailed by certified mail to the owner of record of the lot in which the member has interest at his last known address.

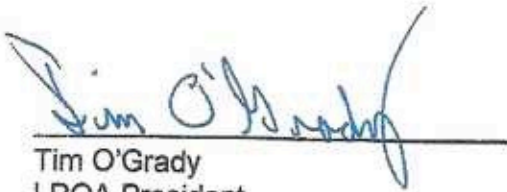
38. **SEVERABILITY:** It is hereby declared to be the intention of the Declarant that the sentences, clauses and phrases of these covenants are severable and if any sentence, clause or phrase of these covenant speed declared un-constitutional or invalid by a court of competent jurisdiction, such un-constitutionality or invalidity shall not affect any of the remaining sentences, clauses or phrases of these covenants since the same would have been incorporated herein by the Declarant without the incorporation of any un-constitutional or invalid sentence, clause or phrase.


39. **ASSIGNMENT:** Declarant, its successors or assigns, may assign any and all of its rights, powers, obligations, duties and privileges under this instrument to any other corporation, association, committee or person.

40. **REVISED POLICIES, PROCEDURES, RULES, AND REGULATIONS:** The LPOA shall adopt a Revised Policies, Procedures, Rules, and Regulation (RPPRR) document which provides details for the implementation of these Declaration of Protective Covenants, the LPOA By-Laws and current statutory regulations. The RPPRR shall be developed with community input and must be ratified on an annual basis by the current Board of Directors. The Board of Directors shall also have the authority to amend the RPPRR to keep it up to date with current statutory regulations and potential LPOA desired changes.

41. **VARIANCES:** Pursuant to its authority to grant variances which are not contrary to the interest of the residents of Langtree in cases where literal enforcement of all of the Governing Documents will result in unnecessary hardship owing to exceptional and extra ordinary circumstances, the LPOA Board shall have the authority to issue a variance to the enforcement of any covenant for either the entire HOA or an individual lot owner. Individual lot variances shall be determined on a case-by-case basis. The process for submitting a variance request is described in the Revised Policies, Procedures, Rules, and Regulation document. The granting of variances will be based on the following:

- A. The Board shall review the variance request with all owners of lots that could reasonably be directly impacted and that may have a concern with the proposed variance and discuss these concerns with the variance applicant. The Board will make their decision based on the information gathered in meetings with the potentially impacted neighbors and applicant.
- B. The Board will also inform all homeowners that a Variance request has been submitted and will accept comments which may be considered by the Board prior to its approval or denial.
- C. Any variance involving personal property shall only be considered if the applicant is the legal owner of the personal property.
- D. If a variance is denied, another application for a variance for the same Lot may not be made for a period of one year.
- E. Any variance granted hereunder shall only run with the Lot for a period of two years or the remaining duration of the Lot owner's residency, whichever is shorter.
- F. A variance shall not be granted unless the Board determines that all of the following conditions exist:
 - i. the variance will not authorize operation of a use other than private, single family residential use.
 - ii. the variance will not substantially or permanently injure the use of other properties in the Association.
 - iii. the variance will not alter the essential character of the Community.
 - iv. the variance will be in harmony with the spirit and purpose of the Declaration.

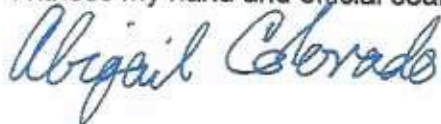

 Tim O'Grady
 LPOA President


 Dave Smith
 LPOA Secretary

STATE OF COLORADO }
 } ss.
 COUNTY OF EL PASO }

The foregoing instrument was acknowledged before me this day of 17th, November 2023,

Witness my hand and official seal.



My commission expires: 05/07/2027



