

**Cover Sheet**

**For**

**Hellenberg**

**Declaration**

**October 10, 1980**

Old or  
Hellenberg  
Covenants

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BOOK 3362 PAGE 67

ARON W. SCHMIDT  
El Paso County Clerk & Recorder

16

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS

CEDAR HEIGHTS

THIS DECLARATION is made this 15th day of May, 1980  
by CEDAR HEIGHTS, a joint venture.

R E C I T A L S

CEDAR HEIGHTS is the fee owner of the real property described in Exhibit A to this Declaration, which shall be the initial covered property under this Declaration, and the real property which may from time to time be annexed pursuant to this Declaration and become a part of the covered property. This Declaration is being imposed by CEDAR HEIGHTS upon the covered property.

CEDAR HEIGHTS deems it desirable to establish covenants, conditions and restrictions upon the property and each and every portion thereof, which will protect and enhance the value, use, occupancy and enjoyment thereof, all for the purposes of protecting the value, desirability and attractiveness of the property for all parties having or acquiring any right, title or interest in the property and will convey the property subject to the covenants, conditions, restrictions, easements, charges and liens as hereinafter set forth.

NOW, THEREFORE, CEDAR HEIGHTS covenants and agrees that all of its interest, as the same may from time to time appear in the property, shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the property and the owners of said interests, their successors and assigns.

THESE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS SHALL RUN WITH SAID INTERESTS AND SHALL BE BINDING UPON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT OR TITLE IN SAID INTERESTS OR ANY PART THEREOF, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF AND ARE IMPOSED UPON SAID INTERESTS AND EVERY PART THEREOF.

ARTICLE I  
DEFINITIONS

The following terms shall be used in this Declaration or any amendment thereto and shall have the following meanings unless the context clearly indicates otherwise:

1. Architectural Control Committee: Shall mean and refer to the committee or committees provided for in these Articles.

2. Property: Shall mean and refer to the real property as described in Exhibit A attached hereto and such additions thereto.

3. Common Area: Shall mean and refer to all real property owned by CEDAR HEIGHTS for the common use and enjoyment of lot owners.

4. Lot: Shall mean and refer to any section of land shown upon any recorded subdivision map of the property with the exception of the Common Area as hereinabove defined.

5. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of the fee shown in any lot which is a part of the property, except an owner who holds title or interest in any said lot as security to insure the performance of an obligation.

6. Community Facilities: Shall mean and refer to all real property and the improvements thereon owned or leased from time to time by CEDAR HEIGHTS for the common use and enjoyment of the owners, including without limitation any of the following: guard gates, key gates, private storm drains, private streets, private utilities, private parks, open spaces, trails and slopes, and recreational facilities. Upon the occasion of the first conveyance of a lot to an owner, the community facilities shall be that certain property as may be described and CEDAR HEIGHTS shall convey the community facilities to a Homeowners Association free of all liens and encumbrances, except current real property taxes (which shall be prorated as of the date of conveyance), title exceptions of record and the covenants, conditions, reservations and restrictions as contained in this Declaration.

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

### SECTION I: ESTABLISHMENT OF COMMITTEE:

1. The Architectural Control Committee shall consist of three (3) persons as fixed from time to time and the initial Committee shall be: CHARLES A. HELENBERG, GEORGE D. WILKINSON and MAX S. ANTHIS. The address of the Architectural Control Committee shall be the principal office of CEDAR HEIGHTS and such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards, if any, shall be kept.

2. Should any member of the Committee be unable to continue to serve, resign, or shall die, then a successor shall be appointed by the remaining members or member of said Committee.

3. The Architectural Control Committee shall continue for a period of ten (10) years from the date of the filing of this Declaration. Thereafter, the Committee shall be appointed or selected by a majority vote of more than one-half (1/2) of the lots owned in CEDAR HEIGHTS, each owner being entitled to one vote for each lot owned by him at the time of selection of the Committee members. Any vacancies in said Committee shall be filled by the owners of

lots in CEDAR HEIGHTS in the same manner as set out above at the time such vacancy shall occur. All vacancies shall be filled within a period of thirty (30) days from the date they occur.

4. The establishment of the Architectural Control Committee and the systems herein imposed for architectural approval shall not be construed as changing any rights or restrictions upon owners to maintain, repair, alter or modify, or otherwise have control over their residences as may otherwise be specified in this Declaration.

**SECTION II: APPROVAL AND CONFORMITY OF PLANS:**

No structure shall be erected within CEDAR HEIGHTS without the approval of the Architectural Control Committee and the Committee may make reasonable provisions and requirements of any builder to insure the conformance of such structures when erected to the plans submitted and approved.

1. Plans and specifications for all buildings and structures to be erected within CEDAR HEIGHTS shall be submitted in advance of such erection to the Architectural Control Committee. The Committee shall approve or disapprove such plans within ten (10) days from the receipt of such plans. Failure by the Committee to take action on approving or disapproving plans and specifications as submitted within said ten (10) day period shall constitute approval thereof.

2. Presentation for approval by the Committee shall be as follows:

- a. Preliminary design stage of the design concept for approval;
- b. Preliminary stake out of the structure for approval; and
- c. Exterior design, materials and colors for approval.

3. Upon the completion of a structure, the Committee will verify that the work has been completed in accordance with the final approval of the Committee. The Committee shall have full control and the right to require that an owner comply with the plans as finally approved by the Committee.

4. In approving or disapproving plans submitted to the Committee, it may take into consideration the general desirability of the structure and the design and harmony of the plan with the terrain and the surrounding neighborhood. The Committee may disapprove any plans submitted if it finds lack of suitability of the materials with which the structure is to be built, faulty workmanship, or disapproves of the manner in which the structure is being built.

5. The Architectural Control Committee shall not refuse approval for the construction of a structure on the

grounds that a platted lot within CEDAR HEIGHTS should not be used as a building site.

6. Upon the disapproval of the plans submitted, the Architectural Control Committee shall state in writing the reasons for such disapproval and shall give the owner submitting the plans a reasonable time to make the plans acceptable and in conformity with the changes desired by the Committee. The changes required shall be accomplished by the builder or architect and the plans shall be resubmitted within the time given by the Committee.

7. All plans submitted to the Architectural Control Committee shall be in writing and shall be accompanied by drawings in sufficient detail in order to give the Committee an opportunity to determine the ultimate design, appearance, construction and materials to be contained in the proposed structure. The Committee may require the plans to be resubmitted in more specific detail than originally submitted to enable it to make a qualified determination and said requirement shall be considered disapproval by the Committee until sufficient detail is received.

8. Plans and specifications are not approved for engineering design. By approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor CEDAR HEIGHTS, assume liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

9. In no event shall the provisions of this Article apply to the construction by CEDAR HEIGHTS of any improvements intended to be conveyed to a Homeowners Association as community facilities or any improvement intended to be conveyed.

#### ARTICLE III USE RESTRICTIONS

1. Single Family Residential The property described herein shall be used for private single family residential purposes only. No building shall be erected, altered, or permitted to remain on any lot other than one detached single family dwelling (the height of said dwelling to be determined by the Architectural Control Committee), a private garage for not less than two cars, and a tool shed which is to be properly designed in order to conform with the overall design of the single family dwelling.

2. Trash and Unsightly Items All trash, garbage containers, woodpiles, machinery and equipment shall be prohibited unless hidden from public view at all times. No clothes lines or poles for clothes drying shall be permitted on the premises unless so shielded so as not to be visible from any street or lot within CEDAR HEIGHTS

3. Temporary Structures No temporary structure, trailer, tent, garage, basement or other structure may be used as a residence, either temporarily or permanently. No house trailers or recreational vehicles, motor homes, motorcycles, boats, snowmobiles, or other similar vehicles, may be stored on the premises or in the streets of CEDAR HEIGHTS for more

than one (1) week, unless totally contained within the garage on the property.

4. Signs No sign or signs of any kind may be displayed on the premises, except for "For Sale" signs having a maximum area of five (5) square feet.

5. Preservation and Special Easements Easements for preservation, installation and maintenance of utilities and drainage structures, and special easements, are reserved as shown on the plat filed with the Clerk and Recorder of El Paso County, Colorado.

6. Nuisances No obnoxious or offensive trade or activity shall be carried on upon any part of the property comprising CEDAR HEIGHTS nor shall anything be done which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners residing within the property.

7. Animals No animals, livestock or poultry may be kept on any lot except dogs, cats or other normally acceptable household pets provided that there shall be no more than three (3) such household pets at any one time and further provided that they are not bred for commercial purposes. Any enclosure for pets shall be designed in conformity with the single family structure, including the type of materials used, and must be submitted to the Architectural Control Committee for approval prior to the building thereof. All animals must be confined in accordance with the ordinances of the City of Colorado Springs.

8. Foundations All foundations for buildings shall be designed on the basis of the recommendation from an approved soil testing laboratory. All foundations shall be a minimum of 16" above the ground.

9. Driveways All driveways shall be paved with either asphalt, concrete, or a substance acceptable to the Architectural Control Committee. The design of the surface shall meet with the specifications of the City of Colorado Springs for residential driveways. Driveways shall be constructed so that a backup area is provided permitting drivers to drive forward into the street. The Architectural Control Committee may make exceptions to the foregoing requirement where such construction is either impossible or impractical.

10. Garages All garage doors shall be electrically operated and shall be kept closed at all times except when they are in use.

11. Roofs All roofs shall be constructed with wooden shake shingles or with other roofing materials of the same quality and/or cost. Anything other than wooden shake shingles must be approved by the Architectural Control Committee.

12. Landscaping All natural surface areas disturbed by construction shall be promptly returned to their natural status by replanting of native grasses and trees. All sites, following completion of construction, shall be landscaped

and completely planted in native grasses and trees. The Architectural Control Committee shall approve limited construction of gardens, lawns and exterior living areas such as patios, etc. Living trees, the trunk of which is 4" or more in diameter, naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the property except as may be approved by the Architectural Control Committee.

13. Fences No fence, wall or similar type of barrier of any kind shall be constructed or maintained on any lot for any purpose whatsoever, except such fences, walls or barriers as may be approved by the Architectural Control Committee.

14. City and County Requirements All buildings erected on any lot in CEDAR HEIGHTS shall meet the requirements of the City of Colorado Springs and the County of El Paso as to materials, specifications and design.

15. Construction Upon the commencement of construction of any structure, said construction shall proceed without interruption unless prevented by strikes or acts of God, to a point where the exterior of the structure is completed. Rough grading and finish grading will be done as soon as possible and all yards will be kept presentable with no trash, weeds, rubbish, debris or unsightly materials or objects of any kind being allowed to accumulate thereon which may be considered an eyesore or a windblown nuisance.

16. Vehicles No commercial vehicles, trailers, campers, boats, trucks or similar equipment shall be stored or parked on any lot, street or driveway unless in a closed garage or unless the same are engaged in transportation to and from a residence. For purposes of this section, a 3/4 ton or smaller vehicle (sometimes known as a pickup truck) shall not be deemed to be a commercial vehicle or truck unless a camper or similar attachment is a part of said vehicle. No vehicle, automobile, truck or other similar type equipment of any kind shall be stored or abandoned on any lot or street for the purpose of making repairs, rebuilding or the altering thereof. No vehicles shall be allowed to drive on the common areas within CEDAR HEIGHTS; said vehicles shall include but not be limited to cars, trucks, dirt bikes, motorcycles, snowmobiles and the like.

17. Mineral Rights No drilling, quarrying, or mining operations of any kind shall be permitted upon, in or under the CEDAR HEIGHTS property nor, subsequent to the recording of this Declaration, shall wells, tanks, tunnels, or mineral excavations or shafts be installed upon, in or under the surface of the property. No derrick or other structure designed for use in boring for water or any other natural resource shall be erected, maintained or permitted upon the property.

18. Lot Maintenance All lot owners shall keep lots mowed and properly maintained. No materials shall be stored on any lot in CEDAR HEIGHTS, except in connection with construction of improvements thereon. In the event that a lot owner fails to keep his lot properly mowed or

permits trash to accumulate thereon, the same may be replaced to a clean and acceptable condition by the Homeowners Association and the cost of such work shall be charged to the lot owner, to become a lien upon the property until paid.

19. Design Compatibility - The Architectural Control Committee shall approve all materials and colors to be used on structures to be built within the CEDAR HEIGHTS property. Repainting and maintenance of dwellings, garages, fences or other structures shall be in accordance with the original scheme established for CEDAR HEIGHTS by the Architectural Control Committee.

20. Aerials; Antennae; Other Similar Structures - No television, radio, or other electronic antenna or device of any type, basketball hoops and backboards, whether on a structure or free standing, shall be erected, constructed, placed or permitted to remain if visible. No antenna or transmission device within a structure shall be allowed if the same shall interfere with the reception of AM/FM radio or television.

21. Window Covers Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

22. Lighting A standard postlight fixture shall be used at the end of each driveway. Upon the completion of construction of the driveway the owner shall be advised by the Architectural Control Committee as to the placement of the light to maintain conformity throughout.

23. Mail Boxes No mail boxes shall be placed away from the main residence without the prior approval of the Architectural Control Committee. All free standing mail box designs shall require prior approval of the Committee.

24. Setback Requirements There shall be no general rule for the location of improvements with relation to the property lines, however, the location of such improvements shall receive the advance approval of the Architectural Control Committee.

#### ARTICLE IV GENERAL PROVISIONS

1. Duration - The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, and shall be binding upon the lot owners, their successors and assigns and all persons claiming under them, for a period of twenty-five (25) years from the date of the recording of this Declaration. At the expiration of said period of time, this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of more than seventy-five percent (75%) of the lots in CEDAR HEIGHTS is submitted by them which amends, changes or revokes said Covenants, Conditions and Restrictions, either in whole or in part, and is thereafter recorded.

2. Enforcement - The covenants, conditions and



restrictions shall be enforceable by the owner of any lot within CEDAR HEIGHTS, or by the declarance of the heirs and assigns of any lot owner in an action brought against the persons violating or attempting to violate any of the covenants, conditions or restrictions herein contained. Such action may be brought to prevent such violation by specifically enforcing the covenants, conditions or restrictions herein contained including, but not limited to, requiring the removal of any unauthorized improvements, vehicles or other nuisance or, at the election of the party bringing such action, to recover damages for such violation. In no event shall the failure to enforce any covenant, condition or restriction be deemed a waiver of the right to do so thereafter.

3. Severability - Invalidation of any covenant, condition or restriction herein contained by the judgment of any court of competent jurisdiction shall not invalidate the remainder of the covenants, conditions and restrictions which shall remain in full force and effect.

4. Notices - Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postpaid, to the last known address of the record owner of the lot as shown on the records of the El Paso County Clerk and Recorder at the time of such mailing.

CEDAR HEIGHTS, a joint venture  
BY *Charles A. Helenberg*  
CHARLES A. HELENBERG, JOINT VENTURER

DECLARANT

STATE OF COLORADO )  
                              ) SS  
COUNTY OF EL PASO  )

On May 19, 1980, before me, the undersigned, a Notary Public in and for the State of Colorado, County of El Paso, personally appeared CHARLES A. HELENBERG, known to me to be one of the joint venturers of CEDAR HEIGHTS, a joint venture, and known to me to be the person who executed the within instrument on behalf of the joint venture therein named, and acknowledged to me that he is authorized to sign on behalf of said joint venture.



WITNESS MY HAND AND OFFICIAL SEAL:

COMMISSION EXPIRES: *May 8 1983*  
*Robert E. Wiley*  
-Notary Public-

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ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

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FIRST AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

CEDAR HEIGHTS

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THIS FIRST AMENDMENT to the Declaration of Protective Covenants, Conditions and Restrictions is made this 1st day of February, 1985 by Charles A. Helenberg, a sole proprietor doing business as CH Company.

RECITALS

This First Amendment to the Declaration of Protective Covenants, Conditions and Restrictions amends in the details hereinafter set forth that certain Declaration of Protective Covenants, Conditions and Restrictions dated May 15, 1980, and recorded October 10, 1980 in Book 3362 at Page 67 of the records of the Clerk and Recorder of El Paso County, Colorado (the "Declaration"). Charles A. Helenberg (the "Declarant") is the successor in interest of Cedar Heights, a joint venture, and is the fee owner of the property described on Exhibit "A" to the Declaration, which said property is as described on Exhibit "A" attached hereto and adopted and incorporated herein by reference, and any additional real property which heretofore may have been or in the future may be annexed pursuant to the Declaration and become a part of the covered property.

NOW, THEREFORE, the Declarant covenants and agrees that all of his interest, and that of his predecessor in interest, Cedar Heights, a joint venture, as the same may from time to time appear in the property, shall be held and conveyed subject to the following additional covenants, conditions, restrictions and easements, in addition to those set forth in the Declaration, which are hereby declared to be for the benefit of said interests in the property and the owners of said interests, their successors and assigns.

THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS SHALL RUN WITH SAID INTERESTS AND SHALL BE BINDING UPON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT OR TITLE IN SAID INTERESTS OR ANY PART THEREOF, AND SHALL INURE TO THE BENEFIT OF EACH OWNER THEREOF AND ARE IMPOSED UPON SAID INTERESTS AND EVERY PART THEREOF.

Article VI  
Membership and Voting Rights in the Association

1. Membership. Membership in Cedar Heights Homeowners Association of Colorado Springs (the "Association") shall consist of any person or entity who is a record owner of a fee or

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undivided fee interest in any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be sole qualification for membership.

2. Voting Rights. The Association shall have two classes of voting membership:

a. Class A: Class A members shall be all those owners as defined in paragraph 1 of this Article, supra, with the exception of the Declarant or its successors or assigns. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by paragraph 1 of this Article. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves may determine, but in no event shall more than one vote be cast with respect to any such Lot.

b. Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to elect all of the members of the Board of Directors of the Association and to control the Association; provided, however, the Class B membership shall cease and be converted to a Class A membership upon the transfer of Lots by the Declarant to purchasers representing 50% of the total number of lots to be sold within the development.

Article VII  
Covenant for Maintenance Assessments

1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot, except those exempt in paragraph 9 of this Article, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association monthly assessments or charges, together with such interest thereon and costs of collection thereof as hereinafter provided, and such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the

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development, and in particular for the improvement and maintenance of the property and the maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, the Community of including but not limited to the payment of taxes and insurance thereon and the repair and replacement thereof and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

3. Basis of Assessments. Each Lot shall, as of the date of conveyance thereof to the Owner by the developer of the project, be subject to a quarterly assessment, payable in advance on the first day of each calendar quarter, as may be from time to time determined by the Board of Directors of the Association, in accordance with the Article of Incorporation and Bylaws of the Association. The Board of Directors may from time to time adjust, increase or decrease the assessments, and shall also have the authority to levy and collect special assessments whenever, in the opinion of the Board of Directors of the Association, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or to meet emergencies.

4. Uniform Rate of Assessment. Subject to the provisions of paragraph 9 of this Article, both quarterly and special assessments shall be fixed at a uniform rate for all Lots.

5. Date of Commencement of Monthly Assessments. The quarterly assessments provided for herein shall commence as to each Lot in the development on the date when the same is conveyed by the developer to the Owner thereof. The assessment for the first quarter of ownership shall be pro-rated as necessary. Quarterly assessments shall be payable on the first day of each calendar quarter. The Association shall upon demand of any Owner liable for said quarterly assessments, furnish said Owner a certificate in writing, signed by an officer of the Association, setting forth whether said quarterly or special assessments are current, or the amount of any delinquency.

6. Effect of Non-Payment, etc. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such delinquent assessment shall, however, remain his personal obligation for any statutory period, and shall not pass to his successors in title unless expressly assumed by them.

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7. Interest on and Collection of Delinquent Assessment. If any assessment is not paid within thirty (30) days after the date the same is due, such assessment shall bear interest at the rate of 12% per annum from the due date, and the Association may record a notice of lien against the property, and in addition may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the said property. The prevailing party in any such action at law or in equity shall be awarded as damages or additional damages the reasonable costs and expenses of such action, together with reasonable attorney's fees incurred in connection therewith, as the same shall be determined and fixed by the Court, or as the Association may have incurred for the preparation and recording of the notice of lien in the event said assessment is paid without the necessity of legal proceedings.

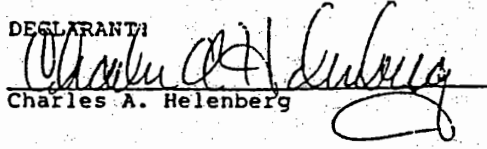
8. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgages or deeds of trust now or hereafter placed upon any of the Lots subject to such assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other court proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

9. Exempt Property. The following property subject to the Declaration and this first amendment thereto shall be exempt from the assessments, charges and liens created herein:

- a. all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use.
- b. all Common Area and Community Facilities.
- c. all Lots owned by the Declarant, until sold and conveyed to another person or entity for the construction of improvements thereon.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Declaration of Protective Covenants, Conditions and Restrictions as of the day and year first above written.

DECLARANT:

  
Charles A. Helenberg

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STATE OF COLORADO)  
COUNTY OF EL PASO)    ss:

On February 1, 1985, before me, the undersigned, a Notary Public in and for the State of Colorado, County of El Paso, personally appeared Charles A. Helenberg, known to me to be the person who executed the within instrument, and acknowledged to me that he is authorized to make and execute said instrument and that he did so as his free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal.

My Commission expires:



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

## EXHIBIT A - LEGAL DESCRIPTION

PARCEL A:

That portion of Sections 4 and 5, Township 14 South, Range 67 West, and Sections 29, 32, and 33, Township 13, South, Range 67 West, of the 6th P.M., in the City of Colorado Springs, El Paso County, Colorado, described as follows:

"CEDAR HEIGHTS FILING NO. 1" as recorded in Plat Book M-3 at Page 40 of the Records of El Paso County, Colorado.

AND

"CEDAR HEIGHTS FILING NO. 2" as recorded in Plat Book M-3 at Page 50 of the Records of El Paso County, Colorado.

AND

"CEDAR HEIGHTS FILING NO. 3" as recorded in Plat Book O-3 at Page 81 of the Records of El Paso County, Colorado.

AND

PROPOSED CEDAR HEIGHTS FILING NO. 4, more particularly described as follows:

A Tract of Land in the East half of Section 32 and the West half of Section 33, Township 13 South, Range 67 West of the 6th P.M., in the City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of "Cedar Heights Filing No. 2" as recorded in Plat Book M-3 at Page 50 of the Records of El Paso County, Colorado, said point being also the Southerly lot corner common to Lots 43 and 44 in said subdivision;

thence S 83°57'34" E, along the Southerly line of said subdivision and along the Southerly line of said Lot 44, a distance of 275.98 feet to a point on a curve in the Southerly right-of-way line of Cedar Heights Drive as platted in said subdivision;

thence along the Southerly line of said subdivision and along the Southerly line of said Cedar Heights Drive for the following 15 courses;

(1) thence Southeasterly on a curve to the left, having a radius of 130.00 feet and a central angle of 61°58'05", an arc distance of 140.60 feet to a point of tangent;

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- (2) thence S 67°35'33" E, along said tangent, 205.18 feet to a point of curve;
- (3) thence Southeasterly on a curve to the left, having a radius of 262.18 feet and a central angle of 26°39'15", an arc distance of 121.97 feet to a point of tangent;
- (4) thence N 85°45'12" E, along said tangent, 142.15 feet to a point of curve;
- (5) thence Northeasterly on a curve to the left, having a radius of 144.97 feet and a central angle of 29°15'00", an arc distance of 74.01 feet to a point of tangent;
- (6) thence N 56°30'13" E, along said tangent, 70.49 feet to a point of curve:

- (7) thence Northeasterly on a curve to the left, having a radius of 223.97 feet and a central angle of  $15^{\circ}50'56''$ , an arc distance of 61.95 feet to a point of tangent;
- (8) thence  $N 40^{\circ}39'17'' E$ , along said tangent, 96.13 feet to a point of curve;
- (9) thence Northeasterly on a curve to the right, having a radius of 118.45 feet and a central angle of  $55^{\circ}26'12''$ , an arc distance of 114.61 feet to a point of tangent;
- (10) thence  $S 83^{\circ}54'31'' E$ , along said tangent, 101.50 feet to a point of curve;
- (11) thence Northeasterly on a curve to the left, having a radius of 430.00 feet and a central angle of  $35^{\circ}34'55''$ , an arc distance of 267.04 feet to a point of tangent.
- (12) thence  $N 60^{\circ}30'34'' E$ , along said tangent, 76.61 feet to a point of curve;
- (13) thence Northeasterly on a curve to the right, having a radius of 885.19 feet and a central angle of  $06^{\circ}15'15''$ , an arc distance of 96.63 feet to a point of tangent;
- (14) thence  $N 66^{\circ}45'49'' E$ , along said tangent, 223.65 feet to a point of curve;
- (15) thence Southeasterly on a curve to the right, having a radius of 80.00 feet and a central angle of  $53^{\circ}01'45''$ , an arc distance of 74.04 feet to the Southeast corner of said "Cedar Heights Filing No. 2", said point being also on the Westerly line of "Cedar Heights Filing No. 1", as recorded in Plat Book M-3 at Page 40 of the Records of El Paso County, Colorado; thence along the Westerly line of said "Cedar Heights Filing No. 1" and along the Westerly right-of-way line of Cedar Height Drive as platted in said subdivision for the following 4 Courses;
- (1) thence continue Southeasterly on a curve to the right, having a radius of 80.00 feet and a central angle of  $79^{\circ}20'06''$ ; an arc distance of 110.77 feet to a point of tangent;
- (2) thence  $S 19^{\circ}07'41'' W$ , along said tangent, 93.66 feet to a point of curve;
- (3) thence Southeasterly on a curve to the left, having a radius of 153.25 feet and a central angle of  $94^{\circ}47'07''$ , an arc distance of 253.53 feet to a point of tangent;
- (4) thence  $S 75^{\circ}39'26'' E$ , along said tangent 32.07 feet to a point on the Westerly right-of-way line of Black Canyon Road

as platted in said subdivision;

thence along the Westerly line of said Cedar Heights Filing No. 1 and along the Westerly right-of-way line of said Black Canyon Road for the following 9 courses;

- (1) thence  $S 14^{\circ}20'34'' W$ , 53.08 feet to a point of curve;
- (2) thence Southeasterly on a curve to the left, having a radius of 308.80 feet and a central angle of  $30^{\circ}06'49''$ , an arc distance of 162.30 feet to a point of tangent;
- (3) thence  $S 15^{\circ}46'15'' E$ , along said tangent, 130.20 feet to a point of curve;
- (4) thence Southwesterly on a curve to the right, having a radius of 180.89 feet and a central angle of  $43^{\circ}54'12''$ , an arc distance of 138.61 feet to a point of tangent;
- (5) thence  $S 28^{\circ}07'57'' W$ , along said tangent, 631.28 feet to a point of curve;
- (6) thence Southwesterly on a curve to the left, having a radius of 232.26 feet and a central angle of  $23^{\circ}43'08''$ , an arc distance of 96.15 feet to a point of reverse curve;
- (7) thence Southwesterly on a curve to the right, having a radius of 172.26 feet and a central angle of  $64^{\circ}42'08''$ , an arc distance of 194.53 feet to a point of tangent;
- (8) thence  $S 69^{\circ}06'57'' W$ , along said tangent, 38.35 feet to a point of curve;
- (9) thence Southwesterly on a curve to the left, having a radius of 230.00 feet and a central angle of  $41^{\circ}33'23''$ , an arc distance of 166.82 feet;



(7) thence N29°33'22"W 104.23 feet to a point on the South line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ;  
 thence S88°44'07"W along the said South line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , 518.05 feet to the Southwest corner thereof;  
 thence N89°00'31"W 1261.28 feet along the South line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 5 to the Southwest corner thereof;  
 thence N03°31'19"E 1354.25 feet along the West line of said NE $\frac{1}{4}$

thence N 62°26'26" W, 98.87 feet;  
 thence S 16°44'49" W, 90.00 feet;  
 thence S 52°39'55" W, 176.25 feet;  
 thence N 63°26'06" W, 324.23 feet;  
 thence N 36°25'51" W, 261.01 feet;  
 thence N 90°00'00" W, 90.00 feet;  
 thence N 38°39'35" W, 192.09 feet;  
 thence N 80°20'21" W, 158.07 feet to the Northwest corner of the Southeast quarter of the Southeast quarter of aforesaid Section 32 and the Southeast corner of Parcel "A" as described in Deed recorded in Book J291 at Page 204 of the Records of El Paso County, Colorado, thence N 19°42'20" W, along said Easterly line of said Parcel "A", 1269.84 feet to the point of beginning.

PARCEL B:

That portion of Sections 4 and 5, Township 14 South and Sections 28, 29, 32 and 33, Township 13 South, Range 67 West of the 6th P.M., more particularly described as follows:

BEGINNING at the Northeast corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 33;  
 thence S01°18'43"W 646.76 feet along the East line of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the Southeast corner thereof;  
 thence N89°44'35"W 644.65 feet along the South line of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the Southwest corner thereof;  
 thence S00°56'10"W 651.66 feet along the East line of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the Southeast corner thereof;  
 thence S89°48'46"W 320.24 feet along the South line of said W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the Northeast corner of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ;

thence S00°45'00"W 1308.24 feet along the East line of said W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  to the Southeast corner thereof;  
 thence S02°14'39"W along the East line of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of said Section 4, 2355.89 feet to intersect the Northerly extension of a line drawn from the Northwest corner of Lot 3 and the Southeast corner of Lot 4, all in Block 15 in Red Crags Second Filing as recorded in Plat Book G at Page 34 of the records of El Paso County, Colorado;

thence S42°32'05"E along said line and the Northerly extension thereof, 555.26 feet to a point on the Northerly line of a tract of land recorded in Book 2166 at Page 199 of said records; (the following 6 courses are along the Northerly line of said recorded tract);

(1) thence S06°50'19"W, 11.52 feet;  
 (2) thence S78°50'19"W, 39.50 feet;  
 (3) thence N82°54'41"W, 25.10 feet;  
 (4) thence N64°39'41"W, 196.70 feet;  
 (5) thence N51°14'11"W, 55.00 feet;  
 (6) thence N15°16'11"W, 42.50 feet to a point on the South line of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ;  
 thence S88°39'49"W 412.08 feet to the Southwest corner of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ;  
 thence N02°23'37"E along the West line of said SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  723.09 feet to the Northerly right-of-way line of a 100.00 foot road (the following 7 courses are along the said Northerly right-of-way line);

(1) thence N76°01'52"W 277.84 feet;  
 (2) thence along a curve to the right, said curve having a central angle of 36°50'00", a radius of 150.00 feet and an arc distance of 96.43 feet;  
 (3) thence N39°11'52"W 157.66 feet;  
 (4) thence along a curve to the left, said curve having a central angle of 14°52'30", a radius of 250.00 feet and an arc distance of 64.90 feet.

recorded in Book 2263 at Page 296 as Reception No. 634186; Deed to Hoover L. Holland and Janice E. Holland recorded in Book 2320 at Page 609 as Reception No. 700740; Deed to Douglas Ronald Brackett and Barbara J. Brackett recorded in Book 2320 at Page 617 as Reception No. 700744; Deed to Robert A. Jargowsky and Diane Jargowsky recorded in Book 2325 at Page 626 as Reception No. 707300; Deed to Max I. Miller, Jr., recorded in Book 2345 at Page 431 as Reception No. 731905; Deed to Betty R. Weightman recorded in Book 2350 at Page 84 as Reception No. 737314; Deed to Hal W. Hendrick and Barbara I. Salver recorded in Book 2354 at Page 64 as Reception No. 741846; Deed to Hal W. Hendrick and Audrey W. Hendrick recorded in Book 2354 at Page 730 as Reception No. 742531; Deed to Dan S. Hughes recorded in Book 2373 at Page 522 as Reception No. 762875; Deed to Gaylord Allen Alberg and Judy A. Alberg recorded in Book 2406 at Page 955 as Reception No. 799094; Deed to Richard V. Bratt and Mary O. Bratton recorded in Book 2427 at Page 448 as Reception No. 819865; Deed to Robert J. Long and Jeanne W. Long recorded in Book 2439 at Page 57 as Reception No. 832324; and Deed to City of Colorado Springs recorded in Book 2465 at Page 484 as Reception No. 860619; Deed to the Nature Conservancy, a District of Columbia Corporation, recorded in Book 2505 at Page 22 as Reception No. 900297; and in Deed to the Department of Highways, State of Colorado recorded in Book 2166 at Page 199 as Reception No. 524272; in Deed to Robert W. Severs and Marilyn L. Severs recorded in Book 2522 at Page 633 as Reception No. 917518; in Deed to Paul P. Hill and Lola M. Hill recorded in Book 2522 at Page 635 as Reception No. 917519; in Deed to Wilbur G. Hanes and Irma P. Hanes recorded in Book 2522 at Page 637 as Reception No. 917520, in Deed to Glen S. Dishop and Nora L. Dishop recorded in Book 2522 at Page 639 as Reception No. 917521, in Deeds to the City of Colorado Springs recorded in Book 3381 at Pages 252 and 257 and in Book 3413 at Page 733, and in Deed to Castle Concrete Company recorded in Book 3486 at Page 385, also

EXCEPTING from the foregoing any portion thereof contained within PARCEL A

PARCEL C:

A perpetual easement and right of way for roadway and utility purposes over, under and across a portion of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 33, Township 13 South, Range 67 West of the 6th P. M., to wit:

That portion of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 33, Township 13 South, Range 67 West of the 6th P. M., more particularly described as follows:

COMMENCING at the North quarter corner of said Section 33;  
 thence N89°58'03"W 444.91 feet along the North line of the NW $\frac{1}{4}$  of said Section 33 to the POINT OF BEGINNING of the strip of land herein described;  
 thence S12°34'15"W 50.36 feet;  
 thence along the arc of a curve to the left, said curve having a central angle of 3°05'01", a radius of 341.54 feet for an arc distance of 18.38 feet;  
 thence S9°29'14"W 107.44 feet;  
 thence along the arc of a curve to the right, said curve having a central angle of 15°37'54", a radius of 230.00 feet, for an arc distance of 62.75 feet;  
 thence S25°07'08"W 295.91 feet;  
 thence along the arc of a curve to the right, said curve having a central angle of 02°38'00", a radius of 232.10 feet, for an arc distance of 10.67 feet to a point on the North line of the S $\frac{1}{4}$  of the S $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 33;  
 thence N89°50'43"W 49.52 feet along said North line of the S $\frac{1}{4}$  of the S $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  to the Northwest corner thereof;  
 thence N01°31'50"E 37.15 feet along the West line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ;

thence N25°07'08"E 293.43 feet;  
 thence along the arc of a curve to the left, said curve having a  
 central angle of 15°37'54", a radius of 170.00 feet, for an arc  
 distance of 46.38 feet;  
 thence N09°29'14"E 107.44 feet;  
 thence along the arc of a curve to the right, said curve having a  
 central angle of 3°05'01", a radius of 401.54 feet for an arc  
 distance of 21.61 feet;  
 thence N12°34'15"E 37.02 feet to a point on the North line of the  
 NW¼ of said Section 33;  
 thence S89°58'03"E 61.47 feet along said North line to the POINT  
 OF BEGINNING.

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PARCEL D:

The Southwest quarter and the Southeast quarter of the Southeast  
 quarter of the Northwest quarter of Section 28, Township 13 South,  
 Range 67 West of the 6th P.M., El Paso County, Colorado, more par-  
 ticularly described as follows: Beginning at the South quarter cor-  
 ner of said Section 28;  
 thence N89°58'03"W, 2647.71 feet along the South line of the Southwest  
 quarter of said Section 28 to the Southwest corner thereof;  
 thence N00°17'35"W, 2667.55 feet along the West line of said Southwes-  
 quarter to the Northwest corner thereof;  
 thence S88°05'39"E, 1982.80 feet along the North line of said  
 west quarter to the Southwest corner of the Southeast quarter of the  
 Southeast quarter of the Northwest quarter;  
 thence N00°23'27"W, 664.76 feet along the West line of said Southeast  
 quarter of the Southeast quarter of the Northwest quarter to the  
 Northwest corner thereof;  
 thence S88°01'53"E, 660.58 feet along the North line of said South-  
 east quarter of the Southeast quarter of the Northwest quarter to the  
 Northeast corner thereof;  
 thence S00°25'25"E, 3245.23 feet along the East line of said South-  
 east quarter of the Southeast quarter of the Northwest quarter and  
 the East line of said Southwest quarter to the point of beginning.