





Office Use Only:

Schedule Number 100-11-700 Zone IV Permit Number 519 080721

Permit Fee \$ 250.00 Date Paid 8-7-19

Approval to Begin Construction [Signature] Date 8-7-19

Permit Completed [Signature] Date 9-4-19

Permit Canceled \_\_\_\_\_ Date \_\_\_\_\_

Remarks: \_\_\_\_\_



CUSTER COUNTY, COLORADO  
PLANNING AND ZONING OFFICE  
WESTCLIFFE, CO 81252

Septic Permit Application

An application for New Installation will require the results of a soil analysis test, a permit fee of \$250.00 and a review of floor plans, if available. **THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUE.** If the system has not been installed within that time frame, a new permit must be obtained, approved and issued before further installation takes place.

**This permit is not valid for excavation of building sites.** Excavation of building sites requires a Zoning Permit. Any excavation performed without the appropriate Zoning Permit will subject the land owner to Post-Construction fees.

Land Owner of Record: (Andy) Lambright, HCC

Mailing Address: 330 Horn Rd, Catopaxi, 81223  
All land owners must be listed on this application. Type on Plain Letter in Blue Ink

City: Catopaxi State: CO Zip: 81223

Telephone Home: ( ) Business: ( )

Cell: ( ) e-mail: \_\_\_\_\_

Gate code (can be submitted on a separate sheet which will not be placed in file)

Custer County Licensed Septic Contractor Ed Lyons

Telephone (Office) (719) 783-3535 Cell ( )

Schedule Number for the Property: 100-11-700  
(Assigned by the County Assessor's Office - Shown on the Tax Bill)

Legal Description of the Property: TRKS 140 Eastcliffe IV

Property Address: CO RD 323 #4513

Size of Property: 5.73 Acres (or) \_\_\_\_\_ x \_\_\_\_\_ (dimensions)

Note: Any waste control mechanism or septic system that is **not** a non evaporative septic system (i.e., a vault) may violate your well permit.



Number of Bedrooms 3 Number of People 36

Waste Type ☒ Dwelling ☐ Commercial / Institutional ☐ Non-Domestic ☐ Other \_\_\_\_\_

System Type ☒ Standard Septic System ☐ Engineer-designed System ☐ Engineered Vault

Water Source ☒ Private Well ☐ Community Well ☐ Spring ☐ Stream or Creek ☐ Other (describe) \_\_\_\_\_

All systems must be installed by a licensed Custer County septic contractor.

The following circumstances require an engineer-designed septic system. (Other circumstances also require an engineer-designed septic system, but these are the most common):

1. Bedrock or ground water is within eight feet of the ground surface.
2. The parcel is less than one acre in size.
3. Ground slope exceeds 30% through any portion of the proposed system.
4. System will service a commercial building or use.
5. The system to be installed is not standard.

#### Directions to site.

(If the inspector cannot find the site, there will be an additional \$75.00 trip charge.)

Go to very end of Blackfawn Lane  
 take a left and it is 1st Right  
 Blackfawn + 323 City Rd.

I acknowledge that I am responsible for complying with the Custer County Regulations, and it is the responsibility of the land owner to apply for and obtain all necessary permits.

This information is complete and accurate to the best of my knowledge to size my septic system. I understand additional tests and reports may be required for purposes of evaluating this application.

I agree to maintain detailed purchase and receipt records for this project, and will make them available for audit and photocopying by the Planning and Zoning Office. I further agree to pay Custer County up to two percent (2%) Use Tax for any items purchased outside of Custer County, that less than 4.9% sales tax was paid. I understand all Use Tax must be paid before final approval will be granted on this permit.

I acknowledge that electrical and plumbing work require State permits and inspections.

I also acknowledge that the system must be inspected by the County Health Officer or representative, before it is backfilled or covered. The system includes the building sewer (line from house to tank), septic tank, effluent line (line from tank to field), and leach field. All of these components must be installed and none of them covered at the time of inspection. A \$75.00 additional trip fee will be charged if the inspector has to return for re-inspection.

*If this permit is granted, I understand that I will be responsible for the operation, maintenance and performance of this system.*

Signature of Landowner  Date 8-7-19

Make check payable to Custer County and return check and permit form to:

Custer County Planning and Zoning  
 P. O. Box 203  
 Westcliffe, CO 81252  
 (719) 783-2669  
 laura@custercountygov.com  
 CusterCountyGov.com



# Septic Inspection

Property Owner(s): **Lambright HCC**

Date: 8-20-19

Property Address: **4513 County Road 323**

Inspected By: JSN

Legal: **TRKS 140 EASTCLIFFE IV**

Septic Contractor: **Ed Lyons**

Schedule #: **100-11-700**

Permit Number: **S19080721**

Distance of Pipe from House to Tank: 22'

Distance DBL Cleanouts: 15'

Number of cleanouts needed (50 feet): OK

Check slope (1/2 inch per 2 feet for last 10 feet before tank): OK

Type of pipe (schedule number): Sch 40

Building Sewer extended to foundation: yes

Tank size: 1000 poly Is tank level?: OK

Check: Inlet OK Outlet OK

Check for cracks in tank: na Date on tank: na

Distance of pipe from tank to leach field: 56'

Check for level distribution field: na Check for slope: OK

Type of pipe (schedule number) Sch 40

Type of leach field: Pipe Rock

Number, if chambers: 15' x 68' = 1080

Check for screws on chamber connections: na

Configuration: Trench or Bed (Max 12' wide, 4' deep) Check for level: OK

Depth: 2-3 Check distance between trenches (4 feet minimum): na

Distance from well to tank: na  
(50 feet minimum)

Distance from well to leach field: na  
(100 feet minimum)

Distance from leach field to any irrigation ditch or creek:

(Minimums: Cistern - 25'; property line - 10'; water course - 50'; dry gulch - 25')

Additional comments:





CUSTER COUNTY PERMIT FOR  
INSTALLATION OF ON-SITE  
WASTEWATER TREATMENT SYSTEM

100-11-700

S19080721

Issue Date: 8/7/2019

Lambright HCC  
330 Acorn Rd  
Cotopaxi, CO 81223

Septic Contractor: **Ed Lyons** Soil done by: **Edward Lyons** Soil Date: **7/30/2019** Applicant: **Owner**

Permit Type: **Installation** System Type: **Standard**

Property Address: **4513 County Road 323**

Legal: **TRKS 140 EASTCLIFFE IV**

Lot size: **5.730 acres** Number of people: **6** Number of bedrooms: **3** Tank Size: **1000**

This septic will serve a **Dwelling** Water: **Private Well**

Conditions: Depth to bedrock: **>96"** Depth to water: **>96"** Slope:

Soil Type: **2A** Treatment Level: **1** Effluent Application Method: **Gravity**

	Rock or Tire Chips Sq. Ft.	Mfd Media other than Chambers Sq. Ft.	Chambers Sq. Ft.	Number of Chambers
Trench	900	810	630	53
Bed	1080	972	756	63

Comments:

I hereby certify that I have installed this system as designed:

  
\_\_\_\_\_  
Licensed Contractor / Homeowner

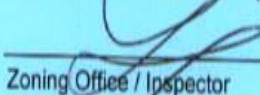
9-4-19  
\_\_\_\_\_  
Date

Inspected on: 8-20-19

By: ISH

Amount use tax paid: NONE

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Zoning Office / Inspector

Final approval date: 9-4-19



# Property Owner's Septic Information

Issue Date: 8/7/2019

Permit number: S19080721

Schedule number: 100-11-700

Issued to: Lambright HCC

Property Address: 4513 County Road 323

Legal: TRKS 140 EASTCLIFFE IV

## System Description:

Septic tank size (gallons): 1000

Drainfield type: ☐ Trenches ☐ Bed ☐ Mound ☐ LLP  
☐ At-Grade ☐ Leaching Chambers ☐ Other: \_\_\_\_\_

Drainfield Dimensions: \_\_\_\_\_

Accessories: ☐ Outlet Filter ☐ Aerobic Treatment Unit  
☐ Sand Filter ☐ Pump ☐ Siphon  
☐ D-Box ☐ Diversion Valve  
☐ Other: \_\_\_\_\_

Installing Contractor: Ed Lyons

Septic Tank Pumper: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Provided by:

**Custer County Planning and Zoning**

P.O.Box 203

Westcliffe, CO 81252

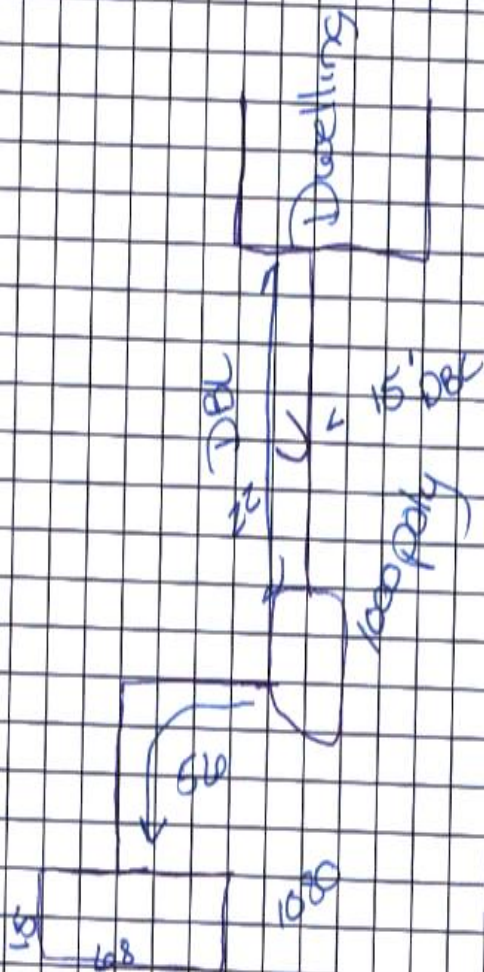
(719) 783-2669 (719) 783-9907 FAX

[www.CusterCountyGov.com](http://www.CusterCountyGov.com)



Equal Housing Opportunity: All listings are offered in compliance with the Federal Fair Housing Act.  
The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.







<b>Form No.</b> <b>GWS-32</b> <b>10/2016</b>	<b>PUMP INSTALLATION AND PRODUCTION EQUIPMENT TEST REPORT</b> State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581 <a href="http://www.water.state.co.us">www.water.state.co.us</a> and <a href="mailto:dwrpermitsonline@state.co.us">dwrpermitsonline@state.co.us</a>	For Office Use Only <b>RECEIVED</b>  <b>DEC 16 2019</b>  WATER RESOURCES STATE ENGINEER COLO																				
<b>1. Well Permit Number:</b> 83469-F <b>Receipt Number:</b> 3692811																						
<b>2. Owner's Well Designation:</b>																						
<b>3. Well Owner Name:</b> LAMBRIGHT, ANDY & SUSAN																						
<b>4. Well Location Street Address:</b> 4513 CR 323, WESTCLIFFE, CO 81252																						
<b>5. GPS Well Location:</b> <input type="checkbox"/> Zone 12 <input checked="" type="checkbox"/> Zone 13    Easting: 472921    Northing: 4211544 <b>County:</b> CUSTER																						
<b>6. Legal Well Location:</b> SW 1/4, NE 1/4, Sec. 15    Twp. 23 <input type="checkbox"/> N or S <input checked="" type="checkbox"/> E or W <input checked="" type="checkbox"/> Distances from Section Lines: _____ ft. from <input type="checkbox"/> N or S <input checked="" type="checkbox"/> sec. line, and _____ ft. from <input checked="" type="checkbox"/> E or W <input type="checkbox"/> sec. line Subdivision: EASTCLIFFE _____, Lot 140, Block _____, Filing (Unit) 4																						
<b>7. Check Installation Type:</b> <input checked="" type="checkbox"/> Initial Pump Installation <input type="checkbox"/> Replacement Pump <input type="checkbox"/> Change in Depth Only <input type="checkbox"/> Repair																						
<b>8. Pump Data:</b> Type: SUBMERSIBLE    Date Installed(mm/dd/yyyy): 12/11/2019 Pump Manufacturer: FRANKLIN    Pump Model No. 10FA154-3W230 Design GPM: 10    at RPM 3150    HP 1    Volts 230    Full Load Amps 9.8 Pump Intake Depth: 300 Feet, Drop/Column Pipe Size Inches, 1    Kind of Drop Pipe SCH 80 Additional Information for Pumps Greater Than 50 GPM: Turbine Driver Type: <input type="checkbox"/> Electric <input type="checkbox"/> Engine <input type="checkbox"/> Other _____ Design Head: _____ feet    Number of Stages: _____    Shaft size: _____ inches																						
<b>9. Other Equipment:</b> Airline Installed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Orifice Depth ft. _____    Monitor Tube Installed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Depth ft. _____ Flow Meter Mfg. CARLON    Meter Serial No. 19002950 Meter Readout: <input checked="" type="checkbox"/> Gallons, <input type="checkbox"/> Thousand Gallons, <input type="checkbox"/> Acre feet    Beginning Reading: 0.00																						
<b>10. Cistern Information:</b> Material: _____ Capacity: _____ gallons    Date Installed: _____																						
<b>11. Production Equipment Test Data:</b> <input type="checkbox"/> check box if data is submitted on Form Number GWS-39 Well Yield Test Report. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Date:</td> <td style="width: 20%;">12/11/19</td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> <td style="width: 20%;"></td> </tr> <tr> <td>Total Well Depth:</td> <td>320</td> <td>ft.</td> <td>Time:</td> <td>10:00</td> </tr> <tr> <td>Static Level:</td> <td>63</td> <td>ft.</td> <td>Rate (gpm):</td> <td>8</td> </tr> <tr> <td>Date Measured:</td> <td>12/11/2019</td> <td></td> <td>Pumping Level (ft):</td> <td>300</td> </tr> </table>			Date:	12/11/19				Total Well Depth:	320	ft.	Time:	10:00	Static Level:	63	ft.	Rate (gpm):	8	Date Measured:	12/11/2019		Pumping Level (ft):	300
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Date Measured:	12/11/2019		Pumping Level (ft):	300																		
<b>12. Disinfection:</b> Type: CHLORINE    Amt. Used: 3 CUPS																						
<b>13. Notification:</b> Was Advanced Notification Required Prior to Installation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Date Notification Given: _____																						
<b>14. Water Quality analysis available:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If yes, please submit with this report.																						
<b>15. Remarks:</b>   																						
<b>16. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online, the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.</b>																						
<b>Company Name:</b> RICKS PUMP SERVICE INC	<b>Email:</b> rickspumpservice@yahoo.com	<b>Phone w/area code:</b> (719) 275-7384	<b>License Number:</b> 1331																			
<b>Mailing Address:</b> 1316 Elm Ave., Canon City, CO 81212																						
<b>Sign (or enter name if filing online)</b>	<b>Print Name and Title</b> Rick Greenstreet - Owner	<b>Date:</b> 12/11/2019																				



22002



EQUAL HOUSING  
OPPORTUNITY



NOTE: The foregoing By-Laws having been ratified by the Eastcliffe Home Owner's Association, Inc. membership, were filed and recorded in the office of the Clerk and Recorder, County of Custer, State of Colorado, on January 3, 1975, under Reception NO. 110228, in Book 170, at Page 501.

**CONSOLIDATED DECLARATION OF PROTECTIVE COVENANTS  
FOR  
EASTCLIFFE I, II, III, AND IV**

**R E C I T A L S:**

A. On November 2, 1970, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe I recorded in the real property records of Custer County, Colorado at Reception No. 104479 in Book 165 at Page 124 to its covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded June 21, 2002 at Reception No. 0192095 in Book 432 at Page 168 (collectively, the "Filing I Declaration");

B. On June 2, 1971, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe II recorded in the real property records of Custer County, Colorado at Reception No. 105031 in Book 165 at Page 538 to its covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded June 21, 2002 at Reception No. 0192094 in Book 432 at Page 167 (collectively, the "Filing II Declaration");

C. On January 10, 1972, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe III recorded in the real property records of Custer County, Colorado at Reception No. 105874 in Book 166 at Page 144 to its covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded June 21, 2002 at Reception No. 0192096 in Book 432 at Page 169 (collectively, the "Filing III Declaration");

D. On July 3, 1973, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe IV recorded in the real property records of Custer County, Colorado at Reception No. 107976 in Book 167 at page 766 to its covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded July 17, 2012 at Reception No. 00219291 in



Book 696 at page 155 (collectively, the "Filing IV Declaration" (collectively, the "Original Declarations") Book 696 at Page 155 (collectively, the "Filing IV Declaration") (collectively, the "Original Declarations")

E. The Owners within the Eastcliffe I, II, III, and IV communities (collectively, the "Community") subject to the Original Declarations desire to consolidate the Original Declarations into one consolidated document by virtue of this Consolidated Protective Covenants for Eastcliffe I, II, III, and IV ("Consolidated Declaration"), and intend, upon the recording of this Consolidated Declaration, that the Original Declarations shall be superseded and replaced by this Consolidated Declaration; and

F. The Original Declarations provide for and allows for this Consolidated Declaration in Paragraphs 27 of the Filings I, II, and III Declarations and in Paragraph 28 of the Filing IV Declaration, which provide as follows:

These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or in part.

G. All Owners are aware of the provisions of the Original Declarations allowing for amendment, by virtue of the record notice of the Original Declarations, by acts and disclosures, newsletters or notices of the Association and by other means;

H. The amendments within this Consolidated Declaration have been prepared and determined by the Association and by the Owners that have approved this Consolidated Declaration to be reasonable and not burdensome;

I. The purpose of this Consolidated Declaration is to combine all of the Original Declarations into one document, and to remove references to the developer and replace those with references to the Association where appropriate.

J. The purpose of the Association as provided in the Original Declarations is to preserve the value and desirability of the community and the lots and to further the interests of the residents of the community and members of the Association; and

K. Pursuant to the requirements set forth in Paragraphs 27 or 28 of the Original Declarations, at least a majority of the owners of the tracts within each of Filings I through IV, separately, have approved this Consolidated Declaration.

NOW THEREFORE, the Original Declarations are replaced, superseded, and consolidated by the covenants, servitudes, easements and restrictions set forth below and all property set forth in Exhibit A of this Consolidated Declaration shall be subject to this Consolidated Declaration:



1. **Architectural Control:** No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved in writing by the Eastcliffe Home Owners Association ("Association") as to quality of workmanship and materials, harmony of external design with existing structures and to topography and finished grade elevation. If action to approve or disapprove plans as submitted is not taken by the Association within thirty (30) days, approval is automatic.

2. **Building Use and Type:** (see amendment section) All lots not designated on the plats of the community as being for business or commercial use shall be restricted to residential use either as vacation homes or year round dwellings. Such structures shall be only one family dwelling and shall be for residential use only. Auxiliary buildings or structures usual to a residence may be erected or placed thereon. Not more than one dwelling shall be erected or placed on any lot except that one guest house which shall consist of not less than 600 square feet on the ground floor level may be erected in addition to the main dwelling. Private stable, shed or animal shelter with no minimum dimensions shall be permitted provided such are not used for any commercial purposes and subject to approval by the provisions of paragraph one (1) above. This covenant does not preclude, in Eastcliffe IV only, the erection and construction of a modular home with a pitched roof on a permanent foundation so as not to have the appearance of a mobile home.

3. **Dwelling Size:** No dwelling shall be erected or placed on any lot unless such dwelling has a ground floor area of not less than 600 sq. ft. exclusive of garages, carports, open porches, patios, or court areas.

4. **Temporary Residences:** No basement, shed, tent, trailer, trailer house, or mobile home, or structure of a temporary nature may be used as temporary or permanent living quarters. This covenant does not preclude vacation camping in tents, trailer or campers for a period not to exceed thirty (30) continuous days.

5. **Building Location:** No building shall be erected nearer than one-hundred (100) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.

6. **Time of Construction:** Once construction is started the exterior portion of it must be completed within 12 months.

7. **Fencing:** Fencing which is constructed on lot lines contiguous to road right of ways as shown on the recorded plats of the Community must be placed no further outward from the center of any lot than the interior easement line which is indicated by notes on said plats. Fences may be constructed on interior lot lines in contradiction of Paragraph 8 of these covenants except that in such case the lot owner shall be liable for expenses or damage, repair and replacement of such fencing as may be incurred by the installation of any utility systems. Any utility entity, either public or private shall have the right to breach any fencing or other obstructions located on a utility easement for purposes of construction and servicing without incurring any liability for damage thereto.

8. **Easements:** Easements for installation and maintenance of utilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property as reserved and shown by notes on the recorded plats of the Community, will be kept open and readily accessible for use, service and maintenance.

9. **Obstructions to Vision at Intersections:** No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

10. **Nuisance:** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

11. **Garbage and Refuse Disposal:** No part of the property in the Community or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste. At all times the property shall be maintained in a sanitary condition.

12. **Clothes Drying Area:** Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than sixty (60) feet from the side street line. Only rotary-type clotheslines shall be installed on the premises.

13. **Signs:** All signs displayed upon any of the premises or tracts must be first approved by the Association. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. The Association reserves the right, however, to require modification or removal of such signs if they are deemed not to be in keeping with the area and subdivision decor.

14. **Water and Sewage:** All water wells and sewage disposal systems placed upon any tract shall comply with the zoning requirements of Custer County and the State of Colorado Health Department. No sewage tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official of the State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper sewage tank system.

a. **Water Wells:** A permit for the construction of a domestic water well on any lot in the community must be obtained from the office of the State Engineer, Division of Water Resources, Department of Natural Resources, 101 Columbine Building, 1845 Sherman Street, Denver, Colorado 80203. Such permit must be for water which will be used for household purposes only.

b. **Sewage:** A permit for the construction and installation of an on site sewage system on any lot in the Community such as a conventional septic tank and



leach field must be obtained through the Custer County Zoning/Health Officer. Soils and percolation factors must meet the standards for such systems as prescribed by the State of Colorado Department of Health. In the event that soil conditions preclude the use as a conventional leach field at the desired location, then approval through the Custer County Zoning Health Officer must be obtained for the installation of an alternate type individual sewage system such as an Aerobic type system which is approved by the State of Colorado Department of Health.

15. **Animals**: No animals, livestock or poultry of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each two acres of land owned may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than one hundred (100) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Association and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole. Horses, pets or any other animals as authorized under this covenant, shall not have free rein in the Community, and shall be contained on the property of their owner.

16. **Fire Prevention**: The following fire prevention measures shall be adhered to and complied with throughout the Community:

a. All chimneys and fireplaces shall have a protective wire screen inside the chimney near the top to prevent any burning/ignited particles from escaping said chimney.

b. All structures shall be designed and constructed to prevent the accumulation of trash and debris underneath the structure. A building permit must be obtained from the Custer County Zoning Officer.

c. Should any tract owner elect to install a water storage cistern, such cistern shall have an opening of no less than four (4) inches in diameter which shall be accessible to the hose of the Eastcliffe water/fire tank truck for the purpose of filling the cistern for domestic water use or withdrawing water from the cistern for fire fighting.

d. Reasonable preventions shall be taken against all fire hazards, and no outdoor burning of any kind shall be permitted upon the premises (except for cooking) unless in an approved incinerator with ash control.

17. **Mining Operations**: No oil, gas, coal, sand, gravel, or other mineral development, drilling, refining, quarrying, mining crushing manufacturing, or processing operations of any kind shall be permitted upon or in any portion of the property; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted. The foregoing shall not be construed to prevent the drilling of water wells to serve the premises for domestic purposes.

18. **Preservation of Natural Timber**: Live trees shall not be removed or damaged, except as required for on-site construction, conservation and soil erosion purposes.

19. **Hunting and Use of Firearms:** No hunting of any kind shall be permitted in any of the areas covered by these covenants. Further, no use of or discharge of firearms shall be permitted within any of the land area herein covered.

20. **Fireworks:** The use of or discharge of fireworks of any kind in the area covered by these covenants shall be expressly forbidden.

21. **Driveways:** Culverts in size as prescribed by the Custer County Department of Roads, but in no event less than one (1) foot in diameter, must be installed at road entrance driveways in all instances in which proper drainage would otherwise be obstructed.

22. **Drainage:** Nothing shall be done on any lot which will obstruct or prevent the natural and/or proper flow of drainage. Also, no earth work shall be done which would destroy or damage the function of existing soil erosion earth construction. Further, no dwelling or residence shall be sited in a natural drainage area or an area subject to inundation as determined by the Custer County Zoning Office.

23. **Storage:** No lot may be used for the storage of property in the open, except that building materials intended for use in the erection of a building or auxiliary structure on the premises may be kept in the open during the construction period, but not to exceed six months in any event. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than 30 days in any calendar year. Any such vehicle which does not display current and valid license plates, and safety inspection sticker where required by state law, shall be deemed to be in a "non-operating condition".

24. **Eastcliffe Home Owners Association:** There is hereby established an Eastcliffe Home Owners Association consisting of all lot owners in the Community. The board of directors shall be responsible for architectural control, enforcement of all covenants as contained herein, and road maintenance not performed by Custer County, and general government of ensuing Bylaws of the Eastcliffe Home Owners Association.

25. **Water Development Easement:** Not applicable (deleted and vacated per joint resolution #115113 dated July 18, 1977, recorded with Custer County Clerk Book 173, page 298) the Water Development Easement located on portions of Tracts 80, 81 and 82 as and described on the recorded plats of Filing IV is for the rights and purposes of:

a. Spring water development or any other improvements by the Eastcliffe Home Owners Association.

b. Recreational use and enjoyment of all tract owners in the Community, including their families and guests.

c. No private structures shall be erected nor leaching fields constructed on said easement.

d. Driveway access may be constructed on and across said Easement by owners of tracts 80, 81 and 82.

e. All adjudicated and decreed water rights appurtenant to said easement shall vest with the Eastcliffe Home Owners Association.

26. **Re-Subdividing:** Normally, further division of tracts as shown on the recorded plats of the Community will not be permitted. It is the intent of these covenants that all tracts within the Community shall be a minimum of five (5) acres. In the event a tract owner in the Community presents a request for



permission to re-subdivide, and can show sufficient justification, the Association will afford all possible consideration. Should such permission be granted, the re-subdivider must comply with all laws and ordinances of Custer County and the State of Colorado involving zoning, subdivision and health and sanitation standards. In no event will the Association permit re-subdivision in any instance whereby the esthetic values, natural amenities and pollution and contamination control would be detrimental to other tracts and owners within the Community. This covenant shall not apply to Tract #80 in Eastcliffe IV due to its large size, but in no event shall this tract be re-subdivided into tracts less than 35 acres in size.

**27. Right of Eastcliffe Home Owners Association:** Eastcliffe Home Owners Association., its successors or assigns, expressly reserves the right:

a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said sub-division, and the same shall remain fully enforceable on all other tracts located in the said subdivision by the original Sub-divider its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

**28. Term and Amendment of Covenants:** These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

**29. Enforcement:** Enforcement shall be by proceedings 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. The Association, its agents or assigns, further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. 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 or as to breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court or any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

**30. Eastcliffe Home Owners Association:** Eastcliffe Home Owners Association may assign any and all its rights, powers, obligations and privileges under this instrument to any corporation, association or person.

31. **Separability:** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary of Eastcliffe Home Owners Association hereby certify that the Association has obtained written approval of this Consolidated Declaration from owners representing a majority of all tracts within each of Eastcliffe I, II, III, and IV, separately.

Eastcliffe Home Owners Association,  
a Colorado nonprofit corporation

By:

Jan M. Hooper  
President

ATTEST:

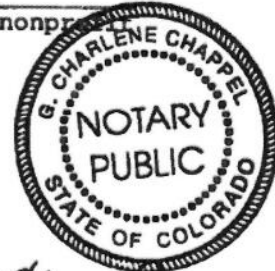
By: Jesse Hooper  
Secretary

STATE OF COLORADO )  
COUNTY OF Custer ) ss.  
Colorado )

The foregoing Declaration was acknowledged before me on this 2nd day of July, 2013, by JAN HOOPER as President of Eastcliffe Home Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 08-27-2016



G. Charlene Chappel  
Notary Public

STATE OF COLORADO )  
COUNTY OF Custer ) ss.  
Colorado )

The foregoing Declaration was acknowledged before me on this 2nd day of July, 2013, by Jesse Hooper



as Secretary of Eastcliffe Home Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 08-27-2016



*G. Charlene Chappel*  
Notary Public

**EXHIBIT A  
PROPERTY****Filing I:**

A Subdivision located mostly in the S1/2 NE1/4 and N1/2 SE1/4, Section 9 Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.

**Filing II:**

A Subdivision located mostly in the S1/2 SE1/4 and SE1/4 SW1/4, Section 9 Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.

**Filing III:**

A Subdivision located mostly in the NE1/2 NE1/2, Section 17, SE1/4 SE1/4, SE1/4 NE1/4, Section 8, S1/2 NW1/4, N1/2 SW1/4, SW1/4 SW1/4, Section 9, Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.

**Filing IV:**

A Subdivision located mostly in the S1/2 Section 10, N1/2, NW1/4, NE1/4 Section 15, and Easterly Portion of the SE1/4 Section 9, Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.



**DECLARATION OF PROTECTIVE COVENANTS FOR EASTCLIFFE AMENDMENTS****AMENDMENT for paragraph two(2), Eastcliffe Covenants:**

# 192094 June 13, 2002  
 # 192095 June, 2002  
 # 182996 June 2002  
 # 219291 July 17, 2012

**From: Paragraph 2**

**Building Use and Type:** All lots not designated on the Plat as being for business or commercial use shall be restricted to residential use either as vacation homes or year round dwellings. Such structures shall be only one family dwelling and shall be for residential use only. Auxiliary buildings or structures usual to a residence may be erected or placed thereon. Not more than one dwelling shall be erected or placed on any lot except that one guest house may be erected in addition to the main dwelling. Private stable, shed or animal shelter with no minimum dimensions shall be permitted provided such are not used for any commercial purposes and subject to approval by the provisions of paragraph one(1) above.

**To: Paragraph 2**

**Building Use and Type:** All lots not designated on the Plat as being for business or commercial use shall be restricted to residential use either as vacation homes or year round dwellings. Such structures shall be only one family dwellings and shall be for residential use only. Home construction shall be limited to those units which are conventional in design, and which are constructed on site, using conventional materials, in such a way as to blend with the environment. Such plans must be approved by the Architectural Control Committee prior to construction. Auxiliary building or structures usual to a residence may be erected or placed thereon. Not more than one dwelling shall be erected or placed on any lot except that one guest house which shall consist of not less than 600 square feet on the ground floor level may be erected in addition to the main dwelling. Private stable, shed or animal shelter with no minimum dimensions shall be permitted provided such are not used for any commercial purposes and subject to approval by the provisions of paragraph one(1) above.

The purpose of this statement is to preclude the permanent placement of structures that are built off site: trailers, mobile homes, double trailers, manufactured homes, metal buildings, etc., and for those brought to the site in entirety, or in sections, by means of any conveyance, for the purpose of final construction. This restriction does not apply to log homes that are pre-built in a builder's yard, disassembled, and then brought to the site, as a load of logs, for assembly. This statement does not preclude modular homes on permanent foundations in Eastcliffe IV only.