

landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment, and exterior air conditioning and water softener fixtures. "Improvements" shall also mean an excavation or fill the volume of which exceeds two (2) cubic yards, and any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Residential Site, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Residential Site.

Section 2.18 Member. "Member" shall mean an Owner; membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Residential Site. In addition, the Board of Directors may adopt Rules and Regulations which provide that "Member" shall also mean any Person whose membership in the Association arises from a service or contractual arrangement pursuant to Section 4.3 hereof, but subject to the provisions of that Section.

Section 2.19 Owner. "Owner" shall mean the record title holder, including Declarant, whether one or more Persons, of fee simple title to a Residential Site, including Sellers under executory contracts of sale and excluding buyers thereunder. The Owner of a Residential Site developed as rental apartments shall be the Owner for purposes of this Declaration, and not the lessees or tenants of the apartments. In addition, the Board of Directors may adopt Rules and Regulations which provide that "Owner" may also mean a Member whose membership arises from a service or contractual arrangement pursuant to Section 4.3 hereof, but subject to the provisions of that Section.

Section 2.20 Person. "Person" shall mean a natural person, a corporation, a partnership or any other public or private entity recognized as being capable of owning real property under Colorado law.

Section 2.21 Related User. "Related User" shall mean: (a) any Person who resides with an Owner within the Community Area; (b) a guest or invitee of an Owner; (c) an occupant, tenant or contract purchaser of any Dwelling Unit on a Residential Site; and (d) any family member, guest, employee, agent, representative, licensee, contractor, invitee or cohabitant of any of the foregoing Persons.

Section 2.22 Residential Site. "Residential Site" shall mean any parcel of land which is subject to this Declaration and upon which a Dwelling Unit may be constructed pursuant to the Zoning and Building Ordinances of the City of Colorado Springs, including without limitation, any residential lot as shown upon any recorded plat, map, any residential condominium or cooperative housing project as defined by Colorado statutes, and any residential apartment site, but shall not include the Association Properties, or any common area owned by any homeowners Association, or any lot or parcel of land which has been dedicated by Declarant to any governmental or municipal entity. "Nonresidential Site" shall mean any parcel or lot of land other than a Residential Site, including without limitation, any lot or parcel which is zoned and used for industrial, retail, office or commercial purposes. The Board may issue certificates, upon request and payment of reasonable fee, indicating whether parcels or lots are Residential or Nonresidential under this Declaration. The provisions of this Declaration shall not apply to Nonresidential sites.

ARTICLE 3

ANNEXATION TO MASTER ASSOCIATION AREA

Section 3.1 Property Hereby Made Subject. Declarant hereby declares that the Initial Area is hereby made subject to this Declaration.

Section 3.2 Property Which May Be Annexed. Within twenty-five (25) years after the date this Declaration is recorded, Declarant may, but shall in no way be required to, from time to time,

the purpose of these Covenants. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration, exclusive of reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one copy of all approved plans as part of its files and records.

Section 404. Variances. The Approving Authority shall have the authority to grant for a Lot or building site a variance from the terms of one or more of sections 106, 110, 202, 203 and 209 subject to terms and conditions which may be fixed by the Approving Authority and will not be contrary to the interests of the Owners and residents of the Subdivision where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those sections will result in unnecessary hardship. Following an application for a variance:

(a) The Approving Authority shall call a meeting of Owners of Lots in the Subdivision, to be held at the Approving Authority's principal office, notice of which meeting shall be given to the Owners at least 10 days in advance, at which meeting all Owners shall have an opportunity to appear and express their views.

(b) Whether or not anyone appears at the meeting in support of or in opposition to the application for variance, the Approving Authority shall within one week after the meeting either grant or deny the variance.

(c) A variance granted hereunder shall run with the Lot or building site for which granted.

(d) If a variance is denied, another application for a variance for the same Lot or building site may not be made for a period of one year.

(e) A variance shall not be granted unless the Approving Authority shall find that all of the following conditions exist:

(i) the variance will not authorize the operation of a use other than private, single family residential use;

(ii) owing to the exceptional and extraordinary circumstances, literal enforcement of the section above enumerated will result in unnecessary hardship;

Alcuran, Matthew

From: ANTHONY BRANDON <awblimey@comcast.net>
Sent: Thursday, September 3, 2020 11:02 AM
To: Alcuran, Matthew
Subject: CPC CU 20-00121

CAUTION! - External Email. Malware is most commonly spread through unknown email attachments and links. DO NOT open attachments or click links from unknown senders or unexpected email!

In reference to the File CPC CU 20-00121 we would like to make the following comments. We reside on the same block at 3910 Thundercloud Drive. We are not in agreement to the proposal as this is a single-family dwelling in a R1 Residential Zoned neighborhood, therefore not suitable for a business of this size. The adjacent intersection of Thundercloud Drive and Contrails is quite a busy intersection during the school year. Also, during the winter/cold season this intersection can become more hazardous due to frequent icy conditions. We feel the increase in drop-off/pick-up traffic & safety would be detrimental to the area.

Alcuran, Matthew

From: mail2srv@aol.com
Sent: Sunday, September 6, 2020 7:26 PM
To: Alcuran, Matthew
Subject: CPC CU 20-00121 Questions
Attachments: Covenant 1.pdf; Covenant 2.pdf; Covenant 3.pdf; Covenant 4.pdf

CAUTION! - External Email. Malware is most commonly spread through unknown email attachments and links. DO NOT open attachments or click links from unknown senders or unexpected email!

Dear Mr. Alcuran,

Over the weekend, I had time to go through records and located the Conditions, Covenants, Restrictions, and Easements for the Contrails at Briargate subdivision. They state it's a residential site and any variance will not authorize the operation of a use other than private, single family residential use. The proposed Grandmas Garden Home Daycare and Preschool violates this stipulation. It is a commercial business. Also, **ALL OWNERS** in the Contrails at Briargate Subdivision are to be notified of any variance. Was every home on the attached map notified? Please advise.

I've attached scans of the key pages for your review.

Thank you,

Sandra Vicksta
8475 Contrails Dr
Colorado Springs, CO 80920

-----Original Message-----

From: mail2srv@aol.com
To: matthew.alcuran@coloradosprings.gov <matthew.alcuran@coloradosprings.gov>
Sent: Sun, Aug 30, 2020 4:59 pm
Subject: CPC CU 20-00121

Dear Mr. Alcuran,

I strongly oppose the development proposal for Grandmas Garden Home Daycare and Preschool. I believe the Covenants and Restrictions of the Contrails Subdivision prohibit a commercial business in one's home. I feel this this proposal will depreciate the property value of our neighborhood. **Have you personally looked the the property recently?** The yard is full of weeds and Christmas lights are still hanging on the outside. The home appears to be in disrepair. I saw numerous cars parked on the street and in the driveway. I drove by on a Sunday and there was not sufficient parking for the existing vehicles let alone those of additional employees and customers. An expansion of this childcare will encroach upon the parking and privacy of surrounding neighbors. It will generate more traffic. I feel there is already plenty of childcare facilities in the immediate area. If Grandma's Garden wants to expand in numbers and become a daycare/preschool, it should look into the many commercial properties in the vicinity which are better suited for this purpose.

Thank you,

Sandra Vicksta
8475 Contrails Dr
Colorado Springs, CO 80920

September 02, 2020 (proposal CPC CU 20-00121)

To whom it concerns: We received some information on a new planning & community development proposal and wanted to weigh in. We have been in the neighborhood for 15 plus years and for the most part it has been a decent area of town. Over the past few years we have seen more property's turn into rentals and have seen property's decline over the years. Adding another handful of children on a property that I would say needs some attention and, in these times, well I would think it's a bad idea. And would not be in favor of this proposal. Thank you for the time.

resident
Colorado Springs, CO
80920

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