

DEERFIELD HOMEOWNERS AND PROPERTY OWNERS, INC. - PROTECTIVE COVENANTS

This instrument contains the effective protective covenants for DEERFIELD SUBDIVISION.

ARTICLE I - PURPOSE OF COVENANTS

1. GENERAL REQUIREMENTS. It is the purpose of covenants that the present natural beauty, growth, native setting and surrounding shall always be protected insofar as possible in connection with the uses and structures permitted by this instrument.

ARTICLE II - DEFINITIONS

1. RESIDENTIAL LOTS. All of the subdivision lots shall be designated on recorded plats of the subdivision by lot number and shall be residential tracts of not less than 5 acres each.

2. GREENBELT. All areas shown and designated on recorded plats bearing the title "Greenbelt" shall be used for the joint and mutual benefit of all residential tract owners.

ARTICLE III - ENVIRONMENTAL CONTROL COMMITTEE

1. ENVIRONMENTAL CONTROL COMMITTEE. An Environmental Control Committee is hereby constituted, its members shall be: W.E. Carroll, Jr. and C.G. Taylor, address 7340 Windwood Circle, Parker, Colorado 80134

2. CHANGE OF MEMBERSHIP. Any member of the Environmental Control Committee may assign their authority to a new member, provided they have the ratification of the remaining board members.

3. VARIANCES. The Environmental Control Committee may, when circumstances such as topography, property lines, vegetation or other suitable reasons dictate, allow reasonable variances of any covenant or requirement, provided at least 80% of the members of the Environmental Control Committee are in affirmative agreement regarding said variances.

A. The approval of any variance shall not be constituted as a change of covenants or requirements, and will not be interpreted as establishing a precedent for any future consideration.

B. The Environmental Control Committee has full authority to approve or deny any variance strictly on purely aesthetic grounds based solely on their judgment.

C. It is anticipated that a property owners association will be formed by the residents and property owners of the described property, therefore, when said association has been constituted for a period of 12 months, the Environmental Control Committee will assign their authority to the governing board of such association, provided the said board shall have at least five (5) members.

D. The denial of a variance may be appealed to the Property Owners Association. Fifteen (15) days prior to a meeting agreed upon by the board, the applicant shall notify by mail all Association members, who shall have the right to vote on the application of said variance. Said appeal will be granted if no less than 66% of the entire membership of the Association vote for the approval.

4. GENERAL REQUIREMENTS. The committee shall require that all construction, landscape, improvements and alterations within the property be complementary to the natural surroundings. The committee shall protect the seclusion of each home from others insofar as possible.

5. **PRELIMINARY APPROVALS.** Persons or associations who anticipate constructing improvements within the property, owning land within the above described property, or who contemplate the purchase of such land, may submit a preliminary design of improvements to the committee for informal review until complete design plans are submitted and approved or disapproved.

6. **ENVIRONMENTAL CONTROL COMMITTEE NOT LIABLE.** The committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to any portion of property, or any person or association submitting plans to the committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the committee, its members as individuals, advisers, employees, agents or developer.

ARTICLE IV - GENERAL RESTRICTIONS ON ALL LOTS AND TRACKS

1. **ZONING REGULATIONS.** No land within the described property shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Douglas County, Colorado.

2. **SIGNS.** One "For Rent" or "For Sale" sign shall be permitted no larger than 20 x 26 inches. One lot entrance gate sign of style and design as approved by the Committee shall be permitted. Otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered or permitted on any tract of lot.

3. **ANIMALS.** No animals will be raised or bred on any lot for food purposes or commercial reasons.

A. Household pets will be allowed. However, no more than two (2) of any kind of animal will be allowed without approval of the Environmental Control Committee or its assigns.

B. Horses will be allowed only if they are kept corralled in an area not to exceed 1500 square feet.

(1) No more than two (2) horses will be allowed per site without the approval of the Environmental Control Committee or its assigns.

(2) Horses may not be allowed to graze and pasture on a site. **BE ADVISED**, to pasture a horse on this kind of property requires 15 acres or more per year, per animal, and is not represented as capable of extended grazing without damage to the natural grass and vegetation. Therefore, horses must be kept corralled.

(3) Pigs, goats and stallions prohibited on the property.

(4) Other animals will be allowed only with the approval of the Environmental Control Committee or its assigns.

(5) All barns, stables, sheds or outbuildings permitted for housing of animals on any lot shall at all times be kept in a neat and sanitary condition as possible and no unreasonable accumulation of manure or other waste and litter shall be permitted.

C. All animals kept upon the property shall be adequately quartered and humanely treated at all times.

4. NO RESUBDIVISION. Once subdivided, no tract described on the recorded plat shall be re-subdivided into smaller tracts or lots not conveyed or encumbered as permitted on said recorded plats; however, conveyances or dedications of easement for utilities or private lane or roads may be made for less than all of one tract.

5. NO MANUFACTURING. No Manufacturing of any type shall be permitted on any of the land subject to this declaration, or any subdivisions thereof, except that manufacturing of a non-offensive character which can be carried on within a residence proper. No manufacturing in garages or outbuildings shall be permitted. Provided, further, however, that should any manufacturing that is being carried on within a residence be a nuisance, either to adjoining landowners or other landowners in any of the lands subject to this declaration or by the public generally, then such must cease and desist immediately.

6. REFUSE AND RUBBISH. Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition.

No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted.

7. UTILITY LINES. The following verbiage applies to lots in filing #1 only.

All utility lines, water, gas, telephone lines, electricity lines, etc., within the limits of the property, must be underground and may not be above ground, except transformers, meters, or light standards.

The following verbiage applies to lots in filing #2 only.

All utility lines, water, gas, telephone lines, electric lines, etc., within the limits of the property, must be underground, except in certain areas, where circumstances and conditions and existing lines would call for a variance from the underground requirement. The Architectural Control Committee must review and approach such a requested variance.

8. GARDEN. A family garden not to exceed 3000 square feet. is permissible; no additional ground to be used for farming purposes.

9. FENCING. All fences on road frontages must be of wood or stone construction approved by the committee. Fencing on all other boundaries must be of new construction; wire may be woven or barbless. If barbless, a minimum of four (4) strands must be used. Post must be spaced on maximum of one (1) rod. No electrical fences will be permitted. Fences may not obstruct easements.

ARTICLE V - RESTRICTIONS ON LOTS OR TRACTS

1. Whether or not provision therefore is specifically stated in any conveyance or acceptance of title thereto, or by taking possession, the owner covenants and agrees that no structure of any kind shall be placed upon said tract unless and until the plans and specifications and the plot plans have been approved in writing by the Environmental Control Committee or its assigns. Each set structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved. Refusal or approval of plans and specifications by the Environmental Control Committee may be based upon any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Environmental Control Committee or their assigns shall deem sufficient. No alteration in the exterior appearance of the building or structure shall be made without like approval.

Should the Environmental Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract or tracts within the subdivision within thirty (30) days after written request, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain in any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license which may be in contravention of these protective covenants, shall not prevent the Environmental Control Committee from enforcing these provisions.

2. NUMBER AND LOCATION OF BUILDINGS. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

- (1) One detached single-family dwelling house; and a
- (2) Guest or servant house; and a
- (3) Attached or detached garage; and a
- (4) Service type barn, or stable.

All buildings and structures shall be set back at least 75 feet from the lot line which abuts on any street and no building or portion thereof shall be placed closer than 25 feet to any side or back lot line.

3. DWELLING HOUSE TO BE CONSTRUCTED FIRST. The guest house, or servant house shall not be constructed until after commencement of construction of the dwelling house and garage on the same residential tract. At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said dwelling house and garage, and the same shall be completed within a maximum period of nine (9) months, excepting however, that this period may be enlarged by an additional three (3) month period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction of all buildings must be completed, including treating or painting of wood, before occupancy.

4. DWELLING SIZE.

The following verbiage applies to lots in filing #1 only.

Ground floor area of each dwelling, exclusive of porches in garages shall not be less than 1400 square feet for a one-story dwelling, not less than 1000 square feet for a multilevel dwelling. When there is one and one half (1 1/2) or more stories to the home, the total floor space, exclusive of the basement, must be no less than 1800 square feet.

The following verbiage applies to lots in filing #2 only

Ground floor area of each dwelling, exclusive of porches in garages shall not be less than 1600 square feet for a one-story dwelling, nor less than 1200 square feet for a multilevel dwelling. When there is one and one half (1 1/2) or more stories to the home, the total floor space, exclusive of basement, must be no less than 2100 square feet.

5. TRACT LANDSCAPE DEVELOPMENT. Approval shall be obtained from the Environmental Control Committee or its assigns to cut down, clear, or kill any trees on any lot. Further, each and every grantee agrees that all the trees cleared by him will be disposed of in such a manner that all tracts shall be kept free from accumulations of brush, trash or other materials which may constitute a fire hazard or render a site unsightly.

6. **CLOTHESLINES AND EXTERIOR TANKS.** No property owner shall place upon his premise clotheslines, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts. Protective enclosures to screen the above must be approved by the Environmental Control Committee as a part of the plans for the improvements to be located on the property

7. **STORAGE.** No lot shall be used for storage of lumber or any other material, except during construction of a house or approved outbuildings thereon, and no lot shall be used for the storage of trucks, cars, machinery or equipment except during the development of land and constructions thereon or that ordinarily kept for the operation of lands described in this declaration for residential purposes as is normal in this area.

8. **USED OR TEMPORARY STRUCTURES.** No temporary house, mobile home or trailer shall be generally allowed on any site, however, the Environmental Control Committee will consider separately each application, not to exceed six months, provided the constructions of the improvements on said lot have commenced and financing and completion date are assured and that a \$1,000.00 (one thousand dollars) cash bond is posted to guarantee completion date. No new dwelling shall be occupied in any manner prior to its completion. No basement, tent, shack, garage, barn or other outbuilding or recreational vehicle shall be occupied or used as a residence.

9. **EXTERIOR LIGHTING.** All exterior lighting in standards shall be approved by the Environmental Control Committee in the subdivision.

10. **OFF-STREET PARKING.** Each dwelling shall be constructed with adequate off-street parking area for at least two (2) automobiles per residence. Recreational vehicles, boats, boat trailers, etc. parked on the premises shall be enclosed or appropriately screened so that they will not be visible from the street or from adjoining tracts. No parking shall be allowed within the road right-of-way.

11. **GARBAGE DISPOSAL, SANITARY SYSTEMS AND WATER SYSTEMS.** Each dwelling or structure containing a kitchen shall be equipped with a garbage disposal unit. No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper public health agencies of the state of Colorado, Douglas County and the Environmental Control Committee.

12. **NO CINDER BLOCK OR CONCRETE.** No cinder block or concrete shall be exposed. All construction must be of wood, brick or stone; no artificial stone facing, or other simulated stone or wood manufactured product of this nature shall be allowed without the written approval of the Environmental Control Committee.

13 **NEW CONSTRUCTION.** Only new construction will be allowed; no use buildings and no metal buildings that do not, through their appearances, enhance the environmental surroundings will be allowed. The Environmental Control Committee must approve or disapprove structures of this type.

15. **FIREPLACES, CHIMNEYS, BARBECUES.** All fireplaces, chimneys and barbecue shall be equipped with spark arresting screens.

16. **DRIVEWAYS.** Culverts shall be a minimum of 15 inches in diameter or that allowed for merging driveways into county approved roads and road barrow pits.

17. **LAND USES.** No offensive materials of any kind shall be kept on any lot, nor shall any nuisance be maintained, nor shall any building be used for any illegal or immoral purpose. Also, no open fires will be permitted and no hunting will be permitted within the property.

18. **SINGLE FAMILY DWELLINGS.** Single family shall be interpreted to mean one male and/or female head of the household and his or her blood related or legally adopted dependents. Multiple families under one roof are expressly forbidden.

19. **INSECT OR PEST CONTROL.** It is recognized that a threat to the forestation of the area exists in the Pine Bark Beetle, as well as, other insects and pests. Trees infested with Pine Bark Beetle or other pests will be immediately removed from the property and treated in accordance with procedures recommended by the U.S. Forest Service.

ARTICLE VI - ENFORCEMENT

1. **ENFORCEMENT ACTIONS.** The Environmental Control Committee shall have the right to prosecute any action, enforce the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the property owners. In addition, each landowner shall have the right to prosecute for injunctive relief and for damages by reason of any covenants violation.

2. **LIMITATION ON ACTIONS.** In the event any construction alteration or site landscape work is commenced upon any portion of the property in violation of these covenants and no action is commenced within sixty (60) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said sixty (60) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE VII - GENERAL PROVISIONS

1. **SEVERABILITY.** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. **AFFECT AND DURATION OF COVENANTS.** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the property, and each owner of the property therein, his successors, representatives and assigns shall continue in full force and effect until December 31, 1999 at which time they shall be automatically extended for five successive terms of ten (10) years each, unless amended as provided below.

3. **AMENDMENT.** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except, (66 2/3%) of the property owners of the privately owned land included within the boundaries of the property as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Douglas County, Colorado.

4. **ENFORCEMENT.** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

5. **PARCELS "A" AND "B", DEERFIELD, UNIT #1.** Parcels A and B, Deerfield, Unit #1, are expressly exempted from these covenants. Owners of parcels A and B will have no voting rights, or membership rights in the Deerfield Homeowners Association. Owners of parcel A and B request that said parcels shall not be considered as building sites, now or at any time in the future.

**The covenants for Filing #1 were recorded May 27, 1981, reception number 268960 and
The covenants for Filing #2 were recorded April 6, 1983, reception #301953 at the Douglas County
Clerk and Recorder.**