



## PROTECTIVE COVENANTS

THIS DECLARATION, made of the date hereinafter set forth by Castlewood Corporation, a Colorado Corporation, by Medema Homes, Inc., a division of American Continental Corporation, an Ohio Corporation, and Pulte Home Corporation, a Delaware Corporation, hereinafter referred to as "Declarants".

### WITNESSETH:

WHEREAS, Declarants are the Owners and/or Subdividers of certain property in the County of Douglas, State of Colorado, which is legally described on "Exhibit A" attached hereto, hereinafter referred to as the "Property", and

WHEREAS, the Declarants are desirous of subjecting the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to insure the attractiveness of the individual lots within the Property; prevent any future impairment thereof; prevent nuisances; preserve, protect and enhance the values and amenities of the Property; and insure proper use and appropriate development and improvements of said Property.

NOW, THEREFORE, Declarants hereby declare that all of the real Property described on "Exhibit A" shall be held, sold and conveyed subject to the following conditions, covenants, restrictions and reservations which are for the purpose of protecting the value and desirability of and which shall run with said real Property and be binding on all parties having any right, title or interest in said real Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

### ARTICLE I - DEFINITIONS

**SECTION 1.** "Committee" shall mean and refer to the Architectural Control Committee, its successors and assigns.

**SECTION 2.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Property including contract buyer but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 3.** "Property" shall mean and refer to that certain property described and referred to on "Exhibit A" attached hereto.

**SECTION 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the property, excluding road, streets, parkland, and open space.

**SECTION 5.** "Declarants" shall mean and refer to Castlewood Corporation, Medema Homes, Inc., Pulte Home Corporation, their successors and assigns.

### ARTICLE II - ARCHITECTURAL CONTROL

**SECTION 1. Architectural Control Committee:** There is hereby created the Architectural Control Committee, hereinafter referred to as "Committee" for the purpose of maintaining within the Property a nature of building design which is homogeneous to the area's physical setting.

**Membership:** The Committee shall consist of three members. The vote of two members shall constitute the action of the Committee. The initial Committee shall be composed of Everett L. Pfeiff, William J. Flynn, and Stephen E. Geist; Address: 2305 E. Arapahoe Rd., Littleton, CO 80122. In the event of death, disability or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor or successors. At any time, the then record Owners of at least 80% of the lots subject to this Declaration shall have the power to change the membership of the Committee or to modify or amend the powers and duties of the Committee. Any changes in the membership of the Committee shall be confirmed by an affidavit executed by the majority of the members of the Committee and recorded in Douglas County. Such affidavit shall be sufficient evidence of the membership of the Committee and of the other recitals therein contained. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration.

The Committee, at its sole discretion, shall have the authority to designate ad hoc subcommittees hereinafter referred to as "Subcommittees" to assist the Committee in the performance of its duties. Each Subcommittee shall consist of from one to five members and shall represent a particular area of the Property as determined by the Committee. Each Subcommittee shall have the authority to act on any matter specified by the Committee pursuant to this Declaration under the supervision and prior approval of the Committee.

The Committee shall act upon and approve or disapprove any and all matters submitted to the Committee pursuant to any of the provisions of this Declaration and shall have all duties and powers as are hereinafter provided and set forth. Neither the committee nor any member thereof shall be liable, in any manner, for any action or failure of action taken in these premises.

It shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approval for exceptions to this Declaration. Variations and deviations from this Declaration may be made by the Committee but only when such exceptions, variations and deviations do not in any way detract from appearance and aesthetic qualities of the property; are not in any way detrimental to the property values of individuals located in the vicinity or in any way detrimental to the general public health, safety or welfare; and do not violate any Federal, State, or County regulations or any standards established by the approved Cottonwood Planned Community Development Guide.

**SECTION 2. Control.** No building, or other structure, shall be erected or alterations made on any building until the construction plans and specifications regarding quality of workmanship, type of materials, and harmony of external design shall have been approved first by the Committee, then by the County through issuance of a building permit. Also, a site plan, or area grading plan shall be submitted to the Committee for its approval showing the location of said proposed structure with respect to topography, finish grade elevation and any existing structures on or adjacent to said building site. Each Owner shall provide at his cost, one complete set of improvement plans, specifications, site and grading plans to the Committee at least thirty (30) days prior to the date actual construction is scheduled to commence on his residence to allow adequate review/processing time for both the Committee and the County. Once a set of plans and specifications has been approved for a particular house model, a duplication of said plans and specifications shall not require re-approval by the Committee.

Approval shall be based, among other things, on adequacy of building sites, dimensions, conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring building sites, operations and uses; relation of topography, grade and finished ground elevation of the building site being improved to that of neighboring building sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

No building, alteration, or structure of any kind which has not received such prior approval by the Committee and which does not fully comply with such approved plans and specifications shall be made, erected, constructed, placed, or maintained upon any lot. No changes or deviations in and from such plans and specifications as so approved shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

Should the Committee fail to approve or disapprove the plans and specifications submitted to it by the Owner of a lot in the Property within thirty (30) days after written request thereof, then such approval shall not be required; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions contained herein. The issuance of a building permit or license, which may be in contravention of this Declaration, shall not prevent the Committee from enforcing the provisions contained herein.

The Committee's approval of a building or other structures shall not release the Owner from being responsible for obtaining a building permit from the County.

### ARTICLE III - USE RESTRICTIONS

The provisions and restrictions of this Article III reflect and are in accordance with the approved Cottonwood Planned Community Development Guide recorded in Douglas County, November 14, 1980, in Book 398, pages 380-453.

The Property is hereby made subject to the following conditions, covenants, restrictions and reservations all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvements to said premises so as to:

- Protect the Owners and tenants of lots against such improper development and use of the Property subject to this Declaration as will depreciate the value and use of their lots;
- Insure adequate and reasonably consistent development of the Property;
- Encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function.

**SECTION 1. Use of Land.** No lot or lots embraced in the Property shall be used for other than single family residential purposes, except as permitted by the approved Cottonwood Planned Community Development Guide. There shall not exist on any lot as shown on the plats recorded at the Douglas County Clerk and Recorder's Office at any time more than one dwelling. All buildings or structures erected upon said properties shall be of new construction and no previously erected building, structure or improvement shall be moved and set upon any lot from any other location. No garage, carport or porch shall be constructed except as an integral part of the residence it is intended to serve. Any garage or carport shall not hold more than three cars.

**SECTION 2. Building Height.** Maximum building heights shall conform with the standards of the approved Cottonwood Planned Community Development Guide.

**SECTION 3. Dwelling Cost, Quality and Size.** No dwelling shall be permitted on any lot at a cost of less than \$17,000.00 based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this Declaration to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The main floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 700 square feet for a ranch style dwelling and not less than 500 square feet for a dwelling of more than one-story including bi-levels, tri-levels and two-story dwellings.

**SECTION 4. Lot Area.** No residential dwelling shall be erected or placed on any lot having an area of less than 3,000 square feet.

**SECTION 5. Occupancy of Structure.** No structure shall be occupied or used for the purpose for which it was designed or built until same shall be approved and/or inspected by the County Building Inspector or such other official designated by the County.

**SECTION 6. Building Exterior.** The exterior portions of all buildings shall have manufactured finished surface materials, natural stone, brick or shall be painted or stained upon completion, weather permitting, so that all exposed surfaces shall have a finished appearance.

**SECTION 7. Air Conditioning Units, Television, or Communication Antennae.** No air conditioning units, evaporative coolers, radio antenna, television antenna or similar objects shall be placed upon the roof, or fireplace chimney or any building or protrude from the ground higher than 6' except, unless such units or objects are architecturally concealed from view and plans for concealment have been submitted to and approved by the Committee.



**SECTION 8. Parking and Storage.** At least two off-street parking spaces shall be required for each residence. The garage of a residence may constitute one or both of these off-street parking spaces. No vehicle, whether operational or not, shall remain parked on the street in the front of any residence for more than fourteen (14) calendar days. Vehicles to be parked on the street for more than fourteen (14) days or to be stored for indefinite periods of time shall be concealed within an enclosed garage or in the rear of the residence which is concealed from view from outside the lot in a manner approved by the Committee. For purposes of this section, a vehicle is defined as an automobile, truck, trailer, camper, boat, motorcycle, or any other vehicle.

**SECTION 9. Landscaping.** When a dwelling shall be constructed upon any residential lot, the Owner of such lot on which said dwelling is constructed shall, within two (2) years after issuance of the certificate of occupancy, cause all of such lot to the edge of the street surface, to be suitably landscaped and maintained, excepting however, such part of the lot as shall be constructed as and used for a driveway. It shall be the duty of each Owner to keep such landscaping neat in appearance at all times.

**SECTION 10. UNNATURAL DRAINAGE.** UNDER NO CIRCUMSTANCES SHALL THE DRAINAGE CHARACTERISTICS OF ANY LOT(S) AS ESTABLISHED BY DECLARANTS AND APPROVED BY GOVERNMENTAL AND MUNICIPAL AGENCIES BE ALTERED BY ANY PROPERTY OWNER(S) OR HIS AGENTS DURING THE COURSE OF LANDSCAPING, SUBSEQUENT CONSTRUCTION WITHIN THE SITE(S) OR EROSION THAT IS A DIRECT RESULT OF LACK OF LANDSCAPING OR MAINTENANCE. DRAINAGE SWALES, CHANNELS AND EASEMENTS ESTABLISHED BY DECLARANTS SHALL NOT BE ALTERED, OBLITERATED OR BLOCKED BY A PROPERTY OWNER(S) OR HIS AGENT. THE ELEVATION OF A LOT SHALL NOT BE CHANGED SO AS TO MATERIALLY AFFECT THE SURFACE ELEVATION OR GRADE OF THE ADJACENT LOTS. THE PROPERTY OWNER(S) OR HIS AGENT IS RESPONSIBLE FOR MAINTAINING SUCH GRADES, SWALES, AND EASEMENTS ONCE THEY HAVE BEEN ESTABLISHED BY THE DECLARANTS, GOVERNMENTAL OR MUNICIPAL AGENCIES. NON-COMPLIANCE WITH THE PROVISIONS OF THIS PARAGRAPH SHALL RELIEVE DECLARANTS OF ANY LIABILITY RELATED TO ANY CHANGES IN GRADING OR DRAINAGE AND ANY AND ALL DAMAGES RESULTING THEREFROM.

**SECTION 11. No Auxiliary Residence or Business.** No trailer or motorhome of any sort shall at any time be used as a residence, temporarily or permanently, except that Declarants may maintain a temporary building for security, sales or construction purposes. No business or profession of any nature shall be conducted on any or in any residence constructed on a lot, or anywhere else within the Property except as permitted by the recorded Cottonwood Planned Community Development Guide. Minor agricultural pursuits incidental to residential use of a lot shall be permitted, provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

**SECTION 12. Sight Distance at Intersections.** On corner lots, no planting of shrubs, trees or flowers or the erection of any fence or structure over 36 inches above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

**SECTION 13. Nuisance.** Nothing shall be done or permitted on the Property which may be or become an annoyance or nuisance to the residents thereof. No noxious or offensive activities shall be carried on or upon any lot. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material emit foul or obnoxious odors or cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

**SECTION 14. Refuse.** No lot, vacant parcel, street, parkland, or any part of the Property shall be used or maintained as a dumping ground for refuse. Trash, ashes, garbage or other refuse shall be kept in sanitary containers. Burning of refuse within the Property is prohibited. Nothing in this covenant shall prohibit temporary accumulation of construction materials by a builder.

**SECTION 15. Equipment Enclosures.** All clotheslines, equipment, garbage cans, service yards, or storage piles shall be fenced or walled in or otherwise concealed from the view of streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction, except that fences and walls which are in conformance with the architectural guidelines may be constructed without Committee approval. The Committee shall consider, among other things, the size and height of the proposed enclosure, its location and the materials proposed for use in construction.

**SECTION 16. Signs.** All entrance signs and other signs within the Property shall be subject to the control of, and prior approval of, the Committee. The construction or maintenance of "for sale" signs, larger than 6 square feet, poster boards, or advertising structures of any kind within the Property, except those belonging to the Declarants, is prohibited.

**SECTION 17. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, coal mining, quarrying, or mining operations of any kind shall be permitted within the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted within the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Property.

**SECTION 18. Construction.** Declarants, during the construction period, shall have the right to ingress and egress over the property owned by Declarants, and the right to store materials thereon and to make such other use thereof as in discretion may be necessary to complete any construction thereon.

**SECTION 19. Setbacks.** No building shall be located on any lot nearer to the front, side or rear lot lines than the minimum building setback lines shown on the recorded plats and in the recorded Cottonwood Planned Community Development Guide.

**SECTION 20. Walls and Fences.** No wall or fence may be erected or maintained within the Property unless prior written approval is obtained from the Committee, except that fences and walls which are in conformance with the architectural guidelines may be constructed without Committee approval. The Committee shall consider, among other things, the height of the proposed wall or fence, its location, interference with sight lines, interference with utility meters, and the materials proposed for use in construction.

**SECTION 21. Water and Sewer.** No individual water supply system or sewage disposal system shall be permitted within the Property and all dwellings must attach to such facilities as may be provided by such water and sanitation district as may serve the area.

**SECTION 22. Pets and Animals.** No area or improvement within the Property shall be used for the keeping, housing or raising of poultry, cows, horses, or similar animals or livestock including exotic animals such as lions, tigers, alligators, etc. Household pets such as dogs and cats may be kept on any lot provided they are not kept, bred, or maintained for any commercial purpose.

All household pets shall be properly controlled at all times by their owners. This will include the appropriate use of leashes or other restraints in accordance with Douglas County leash laws and the appropriate use of enclosures such as fenced yards and dog runs which have been approved by the Committee.

#### ARTICLE IV - EASEMENTS

**SECTION 1. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats and as recorded by separate documents. Within these easements, no structure, planting or other material shall be placed on permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

In the event that any building improvement is placed on a lot within three feet of the side lot line, the Owner of that lot shall be granted an easement over the adjoining five feet of the adjoining lot for the purpose of maintenance, repair, replacement, and preservation of such building improvement. Such easement is appurtenance to and shall run with the land. The Owner of said easement who exercises his right to enter onto said easement area for the purposes set forth above shall exercise that right only between the hours of 8 o'clock a.m. and 5 o'clock p.m. on weekdays (excluding Saturday and Sunday) except with the permission of the adjoining lot Owner. The Owner of said easement shall have the duty to diligently pursue his activities to a timely completion and promptly replace, repair, and restore the surface of said easement to the condition existing prior to his entry thereon.

#### ARTICLE V - GENERAL PROVISIONS

**SECTION 1. Enforcement.** Violation of any condition, covenant, restriction or reservation contained within this Declaration shall give the Declarants, the Committee, or any Owner within the Property the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from so doing, to cause said violation to be remedied or to recover damages for said violation.

No right of action shall accrue, nor shall any manner of action be brought or maintained by anyone whatsoever against the Declarants or the Committee for or on account of their failure to bring any action on account of any breach of these covenants, conditions, restrictions or reservations or for imposing restrictions and covenants herein which may not be enforceable.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision thereof, if the violator is the losing party, said violator shall pay the reasonable attorneys fees for the prevailing party or parties in the amount as may be fixed by the court in such proceedings. Such payment shall be over and above any costs relating to the removal or remedying of such violation. All remedies provided herein at law or in equity shall be cumulative and not exclusive.

Failure by the Declarants, the Committee, or by any Owner within the Property to enforce any condition, covenant, restriction or reservation contained in this Declaration at the time of its violation shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations.

**SECTION 2. Violations Which Constitute a Nuisance.** Every violation of this Declaration or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant or occupant of a lot shall be applicable against every such violation and may be exercised by the Declarants, the Committee or any Owner within the Property.

**SECTION 3. Validity-Severability.** If any of the covenants, easements, reservations or other provisions of this Declaration are invalidated by any law, rule, regulation, judgment, court order, or otherwise, it shall in no way affect any of the other covenants, reservations, easements or provisions which shall remain in full force and effect.

**SECTION 4. Term and Amendment.** The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Committee, the Declarants or the Owners of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date hereof, and shall thereafter be renewed automatically from year to year unless and until terminated or modified as hereinafter provided.

This Declaration or any provision hereof may be terminated, extended, modified or amended as to the whole of said Property or any portion thereof with the written consent of the Owners of 80% of the Property subject to this Declaration; provided, however, that during the initial 10-year term of this Declaration, no such termination, extension, modification or amendment shall be effective without the written approval of the Declarants. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing executed and acknowledged by the Declarants where required and the Owners in the office of the Clerk and Recorder of Douglas County, Colorado.

**SECTION 5. Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individual, men or women, shall in all cases be assumed though in each case fully expressed.

#### ARTICLE VI - STREET LIGHTING

All lots and other areas within the Property are subject to and bound by Intermountain Rural Electric Association tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting within the Property, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The Owner or Owners shall pay as billed a portion of the cost of public street lighting within the Property according to Intermountain Rural Electric Association rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.