

The following pages present a reformatted copy of selected articles and sections of greatest interest to individual owners extracted from the **Declaration of Covenants, Conditions and Restrictions of the Dutch creek Homeowners & Recreational Association.** (page numbers do not agree with the original document.)

ARTICLE VII EXTERIOR MAINTENANCE

In the event an Owner of any Lot or Living Unit within The Properties shall fail to maintain his premises and/or the improvements thereon in a neat and attractive manner satisfactory to the Board of Directors of the Association, after (a) giving the Owner thirty (30) days written notice sent to such Owner's last known address and (b) approval by two-thirds (2/3) vote of the Board of Directors, the Board of Directors shall have the right, through its agents and employees to enter upon said Lot or Living Unit and to clean, repair, maintain, and restore the Lot or Living Unit and the exterior of the buildings and any other improvements erected thereon, together with the right to use the Lot's or Living Unit's utilities to accomplish same. The cost of such restoring, repair or maintenance shall be added to and become a part of the assessments to which such Lot or Living Unit is subject and such added assessment shall not be subject to the maximum assessment limitations herein contained.

ARTICLE: IX ARCHITECTURAL CONTROL

Section 1. Architectural Control. Before anyone shall commence any landscaping or the construction, reconstruction, remodeling, addition to, or alteration of any building, wall, fence, or any structure whatsoever, on any Lot or Common Areas there shall be submitted to the Architectural Control Committee (herein referred to as the "Committee"), one complete set of plans and specifications for said improvements the erection or alteration of which is desired. No such structure or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans; elevations and specifications therefor have received written approval as herein provided. Such plans shall include plot plans, locations of structures and improvements, floor plans, fence plans, elevations, showing all aspects of dwelling and development of Lot as an architectural unit, together with the proposed color scheme and materials for fences, roofs, and exteriors. In order to avoid unnecessary hardships, it is suggested that all Owners contemplating such construction or alteration, as mentioned above, should submit preliminary drawings of such work to the Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications or incurring substantial expense. Notice of approval or disapproval shall be sent to the person submitting same within thirty (30) days, and the plans shall be retained by the Committee

The Committee shall have the right to disapprove any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in passing upon such plans, specifications, grading or landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other structure or landscaping as planned on the outlook from the adjacent or neighboring property, and if in accordance with all of the provisions of this Declaration. The Committee may disapprove if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions. The decisions of the Committee shall be final. Neither the undersigned nor any architect or agent of the under-signed nor any member of the Committee by virtue of his membership thereon or discharge of his duties required thereby shall be responsible in any way for any defects in any plans or

specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or specifications. No building or improvements of any kind constructed or placed upon any of said Lots thereafter shall be moved without the prior written approval of the Committee. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within one year from the commencement thereof, approval will not be required and there will be deemed to have been full compliance with the related covenants.

Section 2. Architectural Control Committee. The Architectural Control Committee shall consist of the Declarant and any other person the Declarant shall appoint. The Declarant, its successors or assigns shall have absolute right to remove and appoint members of the Committee at any time. The members of the Committee shall, as long as the restrictions, covenants and conditions herein set forth are in force and effect, perform the duties imposed on it as herein set forth. At any time while the restrictions covenants and conditions herein set forth remain in force and effect, the Declarant, its successors or assigns may relinquish its powers to determine the number and members of the Committee. Such relinquishment may be accomplished by recording a declaration of such relinquishment in the office of the County Clerk and Recorder of Jefferson County, Colorado. From and after such relinquishment the number and members of the Committee shall be determined by the Board of Directors of the Association. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. Landscaping. A landscaping plan shall be submitted to the Committee at the time the house and lot plans are submitted or within sixty (60) days after the date of occupancy. Said landscaping plans to be approved by the Committee before commencement of landscaping. Approval or disapproval of such landscaping plans shall be in the same manner as set forth in Section 1 hereof.

Section 4. Fences. All fences shall be approved by the Committee.

Section 5. Exterior Painting. No exterior painting of the dwellings located upon The Properties shall be allowed without prior written approval of the color scheme by the Committee.

Section 6. Waiver. The Committee may, at its discretion, waive any provision of Article IX of these Protective Covenants in the event there is a practical difficulty or unnecessary hardship; provided, however, unless at least seventy-five (75%) per cent of the First Mortgagees of the Lots within The Properties have given their prior written approval, the Association shall not be entitled to, by act or omission, change, waive or abandon any scheme of regulations or the enforcement thereof pertaining to architectural design or exterior appearance of the improvements built upon the Lots, the exterior maintenance of the improvements, the maintenance of party walls, common fences and driveways, or the upkeep of lawns and plantings on all Lots within The Properties.

ARTICLE X LAND USE RESTRICTIONS

Section 1. Land Use and Building Type. No structure or structures shall be erected, placed, altered or permitted to remain on any Lot or be occupied or used for any purposes other than single family or multifamily dwellings, private garages, carports, and other outbuildings incidental to residential use. An "outbuilding" as used herein shall mean an enclosed covered structure not directly attached to the dwelling which it serves. A common or party wall between two dwellings shall I be permitted if approve by the Architectural Control Committee.

Section 2. Dwelling Quality and Size. No residential structure shall be erected on any part of The Properties which is not compatible with the character, quality and amenities associated with the neighborhood and approved in writing by the Architectural Control Committee in accordance with Article IX.

Each residence shall have off-street parking of sufficient size to accommodate 2.5 cars.

Section 3. Building Locations and Height Restrictions.

No building, primary or accessory, shall be located on any Lot within the setbacks as follows:

- a/ Single Family: front yard 20 feet
side yard 15 feet total,
5 feet minimum
rear yard 20 feet
- b/ Townhouses: a minimum of 30 feet setback from
dedicated streets.

No building, primary or accessory, on any Lot shall be located within six feet of a primary or accessory building located on an adjacent or adjoining Lot without the requisite firewall construction required by the then local Building and Fire Codes as promulgated by the Building Department of the County of Jefferson, Colorado. For the purposes of this covenant, steps, and open porches shall not be considered as part of a building.

The Architectural Control Committee shall approve the location and height of any structure placed on any Lot. Such approval must be obtained before commencement of any construction or alteration in accordance with Article IX.

Section 4. Trees. No tree or trees, whether now growing or hereafter grown upon any part of The Properties shall be cut down without prior written approval of the Architectural Control Committee, provided however, that this restriction shall not apply unless such tree is more than two (2) inches in diameter as measured one (1) foot above grade, and provided further that this restriction shall not be construed to limit in any way reasonable trimming of any trees within The Properties. Each Owner shall plant and maintain no less than three trees, one of at least two and one-half inch caliber within one hundred twenty (120) days of occupancy of house. In the event the Owner fails to plant and maintain such trees, the Association may do so and recover the costs thereof from the Owner.

Section 5. Temporary Structures. No temporary house trailer, tent, garage or outbuilding shall be placed or erected upon any part of The Properties and no residence placed or erected on any Lot shall be occupied in any manner at any time prior to its exterior being fully completed in accordance with approved plans nor shall any residence when completed be in any manner occupied until there is compliance with all requirements conditions, covenants, and restrictions herein set forth; provided, however, that during the actual construction or alteration of a building on any Lot reasonable and necessary temporary buildings for storage of materials may be erected and maintained by the person doing such work. Such temporary storage buildings shall be removed upon completion of the construction, alteration, or remodeling. The work of constructing, altering and remodeling any building on The Properties shall be prosecuted diligently from its commencement and completed within one year from commencement.

Section 6. Trash, Etc. Each Lot shall provide a fully enclosed area for containment of trash, garbage, or other refuse. Each Owner must provide for regular removal of garbage, and each Lot at all times shall be kept in a clean, sightly, and wholesome condition and weeds shall be kept mowed. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Lot so it is visible from any neighboring Lot or the street, except as reasonably necessary during the period of construction. In the event any structure is destroyed either wholly or partially by fire or other casualty, said structure shall be promptly rebuilt or remodeled to conform to this Declaration or all debris and remaining portions of the structure including the foundations shall be promptly removed from the property. No noxious or offensive activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood.

Section 7. Nuisances. Boats, trailers, campers, motor homes, wrecked cars, tractors, equipment, etc., shall not be kept or stored so they are visible from neighboring Lots or from the street. No tanks of any kind shall be erected, placed or permitted upon any part of The Properties, provided, however, the Declarant may install as part of the original first built improvements LP gas storage tanks on The Properties to provide gas services for some of the improvements. The tanks shall be temporary in nature and must be removed from The Properties within three years from the date or the recording of this Declaration. All types of refrigerating, cooling or heating apparatus must be concealed.

Section 8. Utilities. All electric, television, radio and telephone line installations and connections from the Owner's property line to the residence shall be placed underground. All antennas must be contained within the structure and not exposed to public view. No aerial masts shall be allowed.

Section 9. Signs. No sign or advertising of any character except for those of the Declarant and its sales agents shall be erected, placed, permitted or maintained on any Lot except (1) a sign of not more than 1 square foot and (2) a "For Sale" or "For Rent" sign not exceeding the size permitted in residential areas in the County of Jefferson may be placed on the Lot.

Section 10. Animals within The Properties. No animals, livestock, or poultry of any kind shall be raised, bred or kept on The Properties, except that dogs, cats or other household animals may be kept thereon if they are not raised, bred, or maintained for any commercial purpose, and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of The Properties. In the event a dog, cat or other household animal shall constitute a nuisance or inconvenience to a residence of The Properties, then the Board of Directors after approval by 2/3 vote shall have the right to direct that the animal be permanently removed from The Properties.

Section 11. Oil and Mining Operations. No oil drilling, development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 12. Parking. Automobile parking will be subject to regulation and restriction by the Association.

Section 13. Exception. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the builder of a major portion of the improvements upon The Properties to maintain during the period of construction and sale of said buildings, upon such portion of The Properties as the builder may choose, such facilities as in the sole opinion of the builder may be reasonably required,

convenient or incidental to their construction and sale, including but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 14. Animal Litter. Dogs, cats and other household animals shall not litter the Common Area. It shall be the duty of the Association to keep the Common Area free from litter caused by and left by pets. The owners of pets known to be at large shall be properly assessed by the Association for the cleanup expenses incurred, together with costs of collection and enforcement to include reasonable attorney's fees, as a special assessment against the owner of such pets causing such litter, as a part of the assessments to which the Owner's Lot is subject and such added assessment shall not be subject to the maximum assessment limitations herein contained. Dogs, cats and other household animals shall not be allowed to run at large within The Properties, but shall be at all times on a leash or other immediate control of its Owner. It shall be the duty of the Association, or its representative, to notify the County Dog Warden of pets found at large within The Properties in violation of County Ordinances.

Section 15. Special Restrictions. To protect the views of certain Lots within The Properties, privacy fences will not be allowed to be constructed on portions of the following described Lots:

- (a) The Northerly 20' of Lot. 11 through 15, Block 1, Lots 10 through 14, Block 2, Lots 9 through 13, Block 6; and
- (b) The Southerly 20' of Lots 2 through 9, Block 4 and Lots 1 through 4, Block 5; and
- (c) The Easterly 20' of Lots 14 through 18, Block 2 and Lot 9, Block 4; and
- (d) The Westerly 20' of Lots 1, 10, and 11, Block I and Lot 1, Block 5.

Split rail fences are permitted to be constructed on any portion of the Lot. All plantings shall be done so as to maximize a neighboring Lot's view and shall be maintained and trimmed in a manner to reasonably accomplish this purpose.

ARTICLE XII GENERAL PROVISIONS

Section 4. Enforcement. The Association, any Owner, Architectural Control Committee and/or the Declarant, may enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of the Declaration, either to prevent or restrain any violation of same or to recover damages or other dues for such violation. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



Questions and comments may be directed by email to info@dutchcreekhoa.com