

# **BELLEVIEW ACRES HOMEOWNERS ASSOCIATION**

## **ARCHITECTURAL CONTROL GUIDELINES, RULES, and REGULATIONS**

**NOVEMBER, 1995**  
**(Revised NOVEMBER 2007)**  
**(Revised NOVEMBER 2009)**  
**(Revised JANUARY 2012)**  
**(Revised October 2013)**  
**(Revised October 2016)**  
**(Revised November 2017)**

06 November 2017

Greetings to all Belleview Acres Homeowners:

As homeowners, we must protect, preserve and enhance the value of our properties and continue to make our community a desirable place to live and raise our children. To this end, the Belleview Acres Homeowners Association (BAHOA) Board of Directors and Architectural Control Committee (ACC) have updated the following Architectural Control Guidelines, Rules, and Regulations for your use in planning any future projects on your property here in Belleview Acres.

The purpose of the November 2017 update is to incorporate an addition to Paragraph I.B (Required Information: A Site Plan) to require that a birds eye image of the property, to include adjacent neighboring properties, be included in the ACC Project Application. For construction of a detached structure or home addition/expansion, the Site Plan application shall also include documentation that contiguous neighbors have been offered opportunity to comment on the Plan, and that their comments are documented on the Project Application. These additions will further aid the ACC review process by ensuring that neighboring property is considered regarding submitted ACC Project Applications.

The purpose of this October 2016 update is to incorporate changes to Paragraph J (Noxious, Dangerous, Noisy or Offensive Activity) to prohibit flight of model aircraft or remote control drones beyond the property boundaries of individual owners within the neighborhood who are flying the aircraft or drones.

The purpose of the October 2013 update is to allow for domestic beekeeping for non-commercial purposes. As stated in the new subparagraph 4, homeowners may keep up to four colonies on their property, all hives must meet local regulations or those imposed in the new paragraph, which is more stringent, and the homeowner retains responsibility for re-queening the colony in the event the colony exhibits aggressive characteristics such as stinging or attempting to sting without due provocation, or unusual disposition toward swarming.

The purpose of the January 2012 update is to incorporate changes to Paragraph K (Roofs) to clarify the type of roofing material that will be allowed if a roof is not replaced with cedar shakes. As stated in the new paragraph, alternative materials shall be visibly similar to cedar shakes as approved by the ACC and may consist of asphalt over metal, architectural tile, or laminate or dimensional asphalt (no 3-tab), Class 3 or 4 UL 2218 Class Listing. Color and texture must be approved by the ACC. These clarifications were discussed and voted on by the BAHOA membership during the annual meeting held on September 8, 2011.

The purpose of the November 2009 update is to incorporate changes to Article I.3 (Storage of Lumber, Metals, Bulk Materials, Cuttings, Refuse or Trash) to clarify the timeframe for placing trash out on the curb for pick-up, and to clarify that trash cans and debris for pick-up are to be kept out of view of the street at all other times. These clarifications were discussed and voted on by the BAHOA membership during the annual meeting held on September 12, 2009.

The purpose of the November 2007 update was to incorporate changes to the satellite dish language (Section C) that was approved by the BAHOA membership during the annual meeting held on September 14, 2006, and to add a dormant vehicle policy that was approved the BAHOA membership during the annual meeting held in September 6, 2007

The dormant vehicle policy was included in a new Section E of these Guidelines, Rules, and Regulations. In addition, minor editorial changes were made since the 2005 revision.

As always, please use these Guidelines, Rules, and Regulations and the ACC application form (or copy of it) contained herein for all your projects. We welcome any suggestions in order that we may achieve our goals in keeping the community harmonious.

Thank you,

Bellevue Acres HOA Board and ACC

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# **WELCOME TO BELLEVIEW ACRES**

## **INTRODUCTION**

Bellevue Acres is a planned community with established protective covenants to ensure that the character of the neighborhood is maintained. The Architectural Control Guidelines, Rules, and Regulations are an informational supplement to the covenants and are in no way intended to alter the provisions and requirements of the covenants. Refer to the covenants appended to these guidelines for more information.

These guidelines, rules, and regulations have been prepared to assist homeowners (or builders) in the design and construction of new homes, additions, alterations, fences, landscaping, or any other modifications in order to preserve, protect, and enhance the values and amenities of the property, and our community.

As provided under the Declaration of Covenants, Conditions, and Restrictions, Bellevue Acres has an Architectural Control Committee (ACC) in which three representatives from the community are elected for terms of two years by the homeowners of Bellevue Acres. For better continuity, our Bylaws have been amended to allow these terms to be extended to 3 years, with rotating terms of service for the individual members such that one member with institutional knowledge is always serving

Before any change to a site or building exterior of a residential property is commenced, **written approval from the ACC is required.** It shall be the philosophy of the ACC that all the protective covenants shall be adhered to. These guidelines are designed to help the ACC work with the homeowner in a way that ensures acceptance in the community. Final enforcement authority rests with the ACC. To avoid any potential problems, we recommend that all projects, including initial landscaping plans, be reviewed through the ACC. Please use the form attached to these the guidelines to start this process.

It shall be the responsibility of the homeowner to obtain all necessary permits and inspections.

If you have any questions please contact an ACC representative.

**DESIGN GUIDELINES**  
**GENERAL RULES and PRINCIPLES**

**A. Paint:**

1. Consistent with the other homes in Belleview Acres.
2. Repainting of exterior colors will not require ACC approval if identical to the original color or color combination, and the original color or color combination is consistent with other homes in Belleview Acres.
3. Colors discouraged are purple, orange, and bright colors (such as fluorescent). Light colors generally weather better in our harsh sun than dark colors.

**B. Fences:**

1. Allowed:
  - a. Split rail.
  - b. Six foot privacy fence along a property line that coincides with the border of the Belleview Acres HOA.
  - c. All setbacks must be identified and approved by the ACC.
2. Not Allowed:
  - a. Cyclone (chain link) fencing (exception: used as a dog run in back of house or property not visible from street and subject to ACC approval).
  - b. No privacy fence shall be installed along a property line that is internal to our subdivision.
3. Maintenance of fences.
  - a. Weathered, in disrepair, or unsafe fences shall be replaced, repaired, or removed.

**C. Antennas, Satellite Dishes, Aboveground Poles or Wires:**

1. A maximum of three (3) satellite dishes, each not to exceed 24 inches in diameter, may be affixed to the homeowner's primary residence. To the degree possible, such dishes shall be concealed from view of the street.
2. Any other antenna, aboveground pole, or wires shall not be permitted unless and until an ACC application is filed by the homeowner and acted upon by the ACC.

**D. Boats, Boat Trailers, House Trailers, Motorhomes, Camper, Camper Trailer, Recreational Vehicle or Similar:**

1. These shall not be stored on any lot unless parked or maintained wholly within a garage with the garage door closed, or in the back yard concealed from the street by means of a fence or other screen approved by the ACC. (Covenant Article 7.08).
2. Recreational vehicles are defined by legal terms as vehicles with recreational plates.

**E. Dormant Vehicles**

The following conditions are prohibited:

1. Vehicles parked on non-driveway areas of the property. Allowable parking areas shall be inside a garage or outside on a paved, concrete, gravel, or any other parking surface approved by the ACC, that is intended for vehicle parking.
2. Vehicles without currently-registered license plates.
3. Vehicles that are not road-worthy, as determined by the ACC.
4. Car covers, unless first approved by the ACC prior to their being utilized.

**F. Animals, Birds, or Insects:**

1. Not allowed except for domestic purposes.
2. Homeowners walking dogs in neighborhood shall have the courtesy of cleaning up any excrement left by their pets. This includes all common areas (Foothills Park, entrances, and grass area along Alkire). This appears to be a major problem. If you don't take responsibility other measures may be required. Please clean up after your pets.
3. Animals shall not be allowed to roam the neighborhood freely without the owner present.
4. Domestic beekeeping, defined as the care, manipulation, and management of all life-stages of the honey-producing insects of the genus and species *Apis mellifera* for non-commercial purposes is allowed subject to the following standards:
  - a. Homeowners may keep a maximum of four (4) colonies on their property. All bee colonies shall be kept in hives with removable combs, which shall be kept in sound and usable condition.
  - b. All hives must meet local regulations regarding setbacks including, but not limited to, placing all hives at least fifteen feet (15') from any adjoining residential property with the back of the hive facing the nearest adjoining property.

- c. In any instance in which a colony exhibits aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and non-swarmling characteristics.

**G. Signs:**

1. No advertising allowed. Signs may be used for sale or rental of property. (Exception: Signs depicting security systems and are not of an objectionable appearance are exempt).
2. Maximum sign size shall be (6) square feet.
3. Special event or garage sale signs may be posted for a period of 48 hours in advance, but removed immediately afterward.
4. Signs shall be freestanding only. No signs may be mounted on posts or fences in the common areas.

**H. Temporary Buildings or Detached Structures Allowed on Lots:**

1. No house trailer, modular building, temporary structure, detached garage, or barn, shall be permitted on a site. However, an outbuilding (structures not attached or joined to the primary residence) shall be allowed for use as a tool shed, workshop, play house, greenhouse, or the like. (Covenant Article 7.07, clarified with Amendment 1 to Covenants, dated 14 May 1997). See Appendix A for ACC guidelines.
2. As further clarification to the RESTRICTIONS TO AMENDMENT 1 TO COVENANTS AND RESTRICTIONS TO BRIARWICK, no portion of any outbuilding shall be located **closer to the street than any portion** of the primary residence, or in the case of a corner lot, to either street.

**I. Storage of Lumber, Metals, Bulk Materials, Cuttings, Refuse or Trash:**

1. Storage of building material allowed only during construction project approved by ACC. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently executed. (Covenant Article 7.13)
2. No garbage, refuse, rubbish, or cuttings shall be deposited on any street or lot unless placed in a suitable container, suitably located. (Covenant Article 7.12)
3. Trash shall be set out on the curb no sooner than 6 pm the night before trash pick-up. Trash cans, bags and other items are to be kept out of view from the street at all other times.



**J. Noxious, Dangerous, Noisy, or Offensive Activity:**

1. Shall not be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. (Covenant Articles 7.03, 7.10, and 7.18).
2. Flight of model aircraft or remote control drones beyond the property boundaries of individual owners within the neighborhood who are flying the aircraft or drones.

**K. Roofs:**

1. Reroofing of cedar shakes does not require ACC approval.
2. Alternatives to cedar shakes shall be visibly similar to cedar shakes as approved by the ACC. Alternative materials may consist of asphalt over metal; architectural tile; or laminate or dimensional asphalt (no 3-tab), Class 3 or 4 UL 2218 Class Listing.
3. Color and texture to be approved by the ACC.
4. Roof material on outbuildings shall match that of the primary residence.

**L. Solar Panels:**

1. Allowed only if designed as an integral part of building architecture. Free standing panels on roof, not allowed.

**M. Air Conditioners and Evaporative Coolers:**

1. Mount condensing units on ground in inconspicuous location.
2. Units not allowed to be mounted on the roof unless incorporated as part of the architecture, and approved by the ACC.
3. No window units shall be allowed mounted on the house.

**N. External Lights:**

1. Landscaping or security lights shall not be a nuisance to neighboring lots.

**O. Landscaping:**

1. Some form of irrigated front yard that blends in with the landscaping theme of your contiguous neighbor.
2. Grading and drainage shall be designed away from house. The flows should be designed to not flow across adjacent lots. We don't want our neighbor to get flooded.
3. Certain trees are considered to be nuisance plants and are prohibited including cotton-producing cottonwood trees and some species of elm

trees. Silver maples are brittle and break easily with the high winds we experience here. Recommendation is against planting them. The “Emerald Queen,” a Norwegian maple, may be better suited for our area. Consult your local nursery.

4. Keep lawn and shrubbery well groomed.
5. Keep weeds under control.

**P. Clothes Lines, service yards, wood piles, or storage areas:**

1. Only allowed if not visible from the street, and not a nuisance to your neighbor.

**Q. Fuel Tanks:**

1. All fuel tanks shall be buried or completely screened from public view. (Covenant Article 7.06)

**R. Recreational Equipment:**

1. All recreational equipment (such as, Basketball Hoops, Trampolines, Playground Equipment, etc.) must be reviewed by the ACC.
  - a. Equipment must be utilized for the intended use.
  - b. The best location whereas not to be a nuisance to your neighbor.

**S. Solicitation:**

1. Solicitation by non-Belleview Acres residents is restricted.
2. Solicitation by Belleview Acres residents and children is welcome.

## **GRIEVANCES**

A. If you think there is a violation of the covenants, please talk with your neighbor first and inform him/her that they are in violation of the Declaration of Covenants, Conditions and Restrictions of Belleview Acres. Your neighbor may not be fully aware of this fact and just needs it brought to their attention.

B. If the homeowner refuses to correct such non-compliance, send a letter addressing the non-compliance in writing to the Board.

C. Upon notification in writing the Board and the ACC will investigate the matter. The Board will take action against the homeowner if indeed, that homeowner is found to be in violation of the covenants. Refer to Section III (Violations) discussed below under Design Review Procedures.

D. If your neighbor is just annoying you, he/she may not realize it unless you mention it. Communicate, communicate. Let's all be considerate of each other.

## **DESIGN REVIEW PROCEDURES**

In order to obtain Architectural Control Committee approval, a homeowner (or builder) must submit an application to the committee. For a typical application two copies of the required information must be submitted. One copy will remain on file with the ACC and one signed copy with comments, approval, or denial will be returned to the applicant.

### **I. Required Information:**

**A. Project Data** (use form located in this guide - additional copies can be obtained from the ACC).

1. Name of Applicant (Homeowner)
2. Address and Phone Number of Applicant
3. Description of Proposed Construction
4. Construction Schedule (start and completion dates)

**B. A Site Plan Drawing (birds eye view) and Elevation Drawing (street view).** Drawn Accurately to Scale Showing Location and Extent of:

1. Lot Lines (for informational guide, use a copy of your Plat Survey you acquired at closing) and a GoogleMap, GoogleEarth or other birds eye and street view images.
2. Location of House
3. Layout of proposed construction, including details describing construction, color, material, size, etc.
4. For construction of a detached structure or home addition/expansion, the Site Plan application shall also include documentation that contiguous neighbors have been offered opportunity to comment on the Plan, and that their comments are documented on the Project Application.

**C. Building Elevations:**

1. Only if applicable.

**D. Landscape Plans Showing Proposed Design:**

1. Features should include if applicable
  - a. Trees
  - b. Shrubs
  - c. Mulches

- d. Fences
- e. Irrigation System
- f. Drainage
- g. Grading
- h. Rock
- i. Grass Areas
- j. Retaining Walls
- k. Patio
- l. Deck
- m. Dog Runs
- n. Recreational Equipment Installed Outdoors
- o. Any other landscaping features

**E. Paint**

- 1. Change of exterior color scheme
  - a. Submit paint chips. Required for Approval
  - b. Specify Field (siding) Trim and Shutter Colors
- 2. Colors are identical to original and the original is consistent with other homes in Belleview Acres
  - a. No application required.

**II. Approval:**

As stated in the Article 4.01 of the Covenants, “No exterior addition or alterations to any exterior improvements or changes in fences, walls, or other structures. . . shall be commenced, erected or maintained upon the property . . . until the plans and specifications . . . have been submitted to and approved in writing . . . by the ACC. No landscaping ...shall be done...until a landscaping plan has (sic) been submitted to and approved by such Committee.”

**A. ACC Reviews Applicants Submittal:**

- 1. ACC returns one signed copy to applicant with comments, approval or denial of new proposed construction.
- 2. ACC retains one copy for its record.

**B. Failure of ACC to Respond:**

1. If failure of the ACC to approve or disapprove such design within 90 days after plans and specifications have been submitted and received, approval will not be required and applicant has complied with the covenants.

**C. Completion of Construction:**

1. Within 15 days of completion of approved construction, the applicant shall notify the ACC. If the work is not in accordance with the approved application the ACC has the authority to require applicant to remedy the defect or impose fines as described below.
2. Upon request, if all work complies with the original application a certificate of compliance will be issued by the ACC to the homeowner.

**III. Violations:**

**A. Construction Not in Compliance:**

1. If any construction project is not in accordance with ACC approval or in violation of the covenants for Belleview Acres the ACC may require work to be terminated or removed.
2. After 15 days of notice of violation of lot owner and no reasonable steps have been taken by the lot owner to remedy the situation, the ACC may take appropriate action including, but not limited to, the fine structure described below. See Article IV, Section 1 (b) and (c) of Covenants dated July 5, 1979 for additional information.

**B. Enforcement Procedures and Fine Structure (applicable to Covenant violations, non-submittal of a Project Application, and non-payment of dues and special assessments):**

For Covenant violations and failure to submit a Project Application, the following **enforcement procedures** shall be followed:

1. For a moveable violation (recreational vehicles, utility trailers, boats, etc.), ACC shall wait seven days (period voted on by Board in 2002) after initial sighting of violation to initiate a personal contact.
2. At personal contact, ACC shall determine a specific intent to correct or not to correct. ACC shall inform the homeowners that it will issue a letter to begin the fine process within three days from

the contact (see below). If homeowner wishes to request an extension to a specific date, they can submit, within the three day period, a letter of intent which must include specific timing for resolving the violation and reason for the extension.

3. With respect to a granted extension, if the homeowner does not remedy the violation within the extension period requested, the date of ACC acceptance of the extension request shall be deemed as the date of delivery of the first letter of fines (see below).
4. For a fixed violation, ACC shall contact the homeowner, informing the homeowner that they have three days to submit a plan on an ACC Project Application Form to correct the violation. If homeowner does not submit an acceptable Project Application within three days, then the ACC shall begin the enforcement process with the first letter of fines (see below).
5. If a homeowner in the Association begins a project without obtaining ACC approval, the ACC will issue a letter to the homeowner notifying them to cease activity and submit a Project Application. If the homeowner does not submit an acceptable Project Application within three days, then the ACC shall begin the enforcement process with the first letter of fines (see below).
6. The ACC shall ensure that all members of the ACC receive a copy of all Project Applications (or notification via email) and notification of all ACC actions. Sign-off by a majority of the ACC members is required for Project Application approval.
7. With respect to contacting homeowners for violation notification, if no one is home for a personal contact, then a second attempt shall be made by the ACC the next day. If no contact is made, then the fine process shall begin with submission of the first letter (see below).

The following **fine structure** shall apply to covenant violations, failure to submit a Project Application, and non-payment of dues and special assessments.

1. A letter will be sent to the homeowner explaining the infraction via registered mail with a return receipt.
2. If after 15 days, there is no response or compliance, a fine of \$50 will be assessed to the homeowner, payable within 15 days. The Board will notify the homeowner about the assessment in a letter.

3. If there is no response within 15 days of delivery of the letter, an additional fine of \$250 will be assessed. The Board will send another letter notifying the homeowner of the additional fine.
4. If payment of both fines is not received within 15-days of delivery of the third letter, the Board will proceed with legal action. At that time, another \$1,000 fine will be assessed plus attorneys' fees, to be paid within 15 days. The Board will send a fourth letter notifying the homeowner of the total fines due, plus attorneys' fees.
5. All past due annual dues, fines, special assessments, and attorneys' fees will accrue interest at a rate of 12% per annum.
6. The Board reserves its statutory authority to lien any homeowner's property for any past dues, fines, special assessments, attorneys' fees, interest, or any other cost incurred in the process of enforcing BAHOA covenants on that homeowner's property. The Board will send a letter notifying the homeowner of such action before the lien is filed.
7. Any fine or pending lien assessed by the Board can be appealed to the Board in writing during the associated 15-day grace period. Appeals will be heard at the next regularly-scheduled Board meeting.
8. All responses made by the homeowner to the association must meet the following criteria:
  - a. All responses must be in writing.
  - b. All responses must be mailed to the Board in care of its registered agent, by certified mail, return receipt requested. (Current agent would be the president of the Board for the current year).
  - c. Any disagreements with the Board's determination of non-compliance, must stipulate a clause in our homeowners covenants, to be considered as a valid argument to the Boards' decision.

SUMMARY OF PROCESS:

- A. Submit application.
- B. ACC reviews application.
- C. Written approval given to applicant or returned for modifications.



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- D. Construction begins.
- E. 15 days before construction is complete contact ACC.
- F. Certificate of compliance issued (if requested).



## Appendix A - Covenants

- \* June 16, 1976
- \* July 5, 1979
- \* Amendment 1 to Covenants, May 14, 1997

## DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 16th day of June, 1976, By GERBER CONSTRUCTION, INC., a Joint Venture, Hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community.

NOW, THEREFORE, Declarant declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, condition, uses, limitations, changes, obligations and liens (hereinafter for brevity called covenants and restrictions) which shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest therein, their grantees, successors, heirs, executors, administrators, and devisees and assigns.

### ARTICLE 1.00

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.01. "The Properties" shall mean and refer to all such existing properties and the additions thereto as are subject to this Declaration or any Supplemental Declaration as is provided in Article II hereof.

1.02. "Site" or "building site" shall mean and refer to any lot or combination of continuous lots or any combinations of continuous parts of lots on the properties which constitutes an individual residence site.

1.03. "Residence" shall mean the residence improvements constructed on a building site.

1.04. "Real property interest" shall mean and refer to the site, together with all of the improvements thereon and appurtenant rights thereto.

1.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any site situated upon the properties.

1.06. "Declarant" shall mean GERBER CONSTRUCTION, INC., a Joint Venture, its successors and assigns.

### ARTICLE 2.00

#### PROPERTY SUBJECT TO THIS DECLARATION

2.01. The real property which is held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Colorado, and is more particularly described as follows:

All of the property described in the plats filed for record identified as BELLEVIEW ACRES, recorded in Plat Book 7 at Page 29, in the records of the County Clerk and Recorder of Jefferson County, Colorado.

and of which real property shall hereinafter be referred to as "Existing Property".

## ARTICLE 3.00

### PLANNED RESIDENCE DEVELOPMENT

The development and improvement of the existing property and the additions thereto shall be under the control of the Declarant according to the planned unit development zoning laws and regulations of Jefferson County.

## ARTICLE 4.00

### ARCHITECTURAL-AESTHETIC CONTROL

4.01. No exterior addition or alterations to any exterior improvements or changes in fences, walls or other structures shall be commenced, erected or maintained until and unless the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade elevations of the site to be built upon shall have been submitted to and approved by the Architectural Control Committee hereinafter identified, and a copy thereof are finally approved lodged permanently with said Committee. No landscaping on any site shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse to approve any such plans and specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other improvements and of the materials of which it is to be built, to 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 residence structure of other improvements as planned on the outlook from the adjacent or neighboring property, and with the general residence plan of the properties. All subsequent additions to or changes or alterations in any residence, fence, wall or other structure, including exterior color change and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Architectural Control Committee.

4.02. The Architectural Control Committee is composed of:

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after seven years from the date of the recording of these covenants, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

4.03. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 90 days after plans and specification have been submitted to, then approval will be deemed to have been given and construction may be started provided no suit to enjoin the construction was commenced during said 90 day period.

## ARTICLE 5.00

### EASEMENTS

The utility easements and rights-of-way as shown on the Plat of the existing property or additions are reserved for the purposes stated thereon, and no improvements, other than fencing, shall be built thereon.

## ARTICLE 6.00

### DESCRIPTION AND RESERVATION

Every contract for sale, deed, lease, mortgage, trust deed, will or other instrument may legally describe a building site or real property interest by the lot and block number (as shown on the plat) and by reference to the plat filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the site and the real property interest, but all appurtenant rights, benefits and burdens thereto as created by the provisions of this Declaration, and each such description shall be so construed. This provision shall apply to the properties as said term (the properties) is defined in this Declaration.

## ARTICLE 7.00

### GENERAL CONDITIONS, STIPULATIONS

#### AND PROTECTIVE COVENANTS

The following general conditions, stipulations and protective covenants are hereby imposed upon all sites:

7.01. All sites in said subdivision shall be for residential purposes only and no improvements shall be erected or placed on any site other than a private single family dwelling, together with a private attached garage.

7.02. No dwelling shall be permitted on any lot at a cost of less than \$18,000 based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet for one-story dwelling, nor less than 900 square feet on the first floor for a dwelling of more than one story.

7.03. Except for the business of the Declarant in connection with the development of the properties, no trade, business or activity shall be conducted, carried on or practiced on any site or in a residence constructed thereon, and the owner of said site shall not suffer or permit any residence erected therein to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said site or the other sites.

7.04. No animals, livestock, horses or poultry of any kind shall be raised, grown, bred, maintained or cared for within the subdivision. Provided, that an owner of any site may maintain, keep and care for a reasonable number of domestic, ordinary household pets.

7.05. No exterior mounted radio, short wave, television or other type of antenna shall be permitted except on an interior roof, the elevation of which is lower than the surrounding roof so that such antenna installation is not visible from any other sites, and from the street.

7.06. All tanks for fuel will be buried or completely screened from public view.

7.07. No house trailer, modular building, temporary structure, tent, shack, detached garage, barn or outbuilding of any kind shall be permitted on a site.

7.08. No house trailer, camping trailer, boat trailer, hauling trailer, running gear, or boat or accessories thereto, truck of any type or van shall be parked, stored or maintained on any site, including the streets adjoining the site, unless the same is stored, parked or maintained wholly within the garage area of the improved site, with the garage door closed or in the back yard concealed from the street by means of a fence or other acceptable screen in a closed position when the same are stored therein. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residence or owners of the sites, or contractors within the properties.

7.09. All garage doors shall be kept in a closed position so that the contents therein are concealed from view from

any other sites, and from the street.

7.10 Declarants, its successors and assigns and its employees, representatives, agents and contractors may maintain a business and sales office, construction facilities and yards, trucks equipment, parking areas, model residences, display facilities, advertising signs and displays, and other developer's facilities reasonably necessary, appropriate or customarily used or required during the construction, development and sale of sites and residences.

7.11. Except as is otherwise provided herein, no signs of any kind shall be displayed to the public view on any site except one sign of not more than six (6) feet square advertising that site or real property interest for sale or rent.

7.12. No garbage, refuse, rubbish or cuttings shall be deposited on any street or lot unless placed in a suitable container suitably located.

7.13. No building material of any kind or character shall be placed upon any lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently prosecuted.

7.14. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street.

7.15. Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

7.16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7.17. On any corner lot on which a setback line is established by this Declaration, no well, fence or other structure shall be erected and no hedge, shrubbery or other growth shall be maintained in such location between such setback line and street line so as to cause danger to traffic.

7.18. No noxious or offensive activity shall be carried on upon any site, either as a hobby or a business, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7.19. The covenants and restrictions and other provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of the owner and be enforceable by the owner of any land subject to this Declaration, their respective legal representatives, heirs, successor, for a period of twenty-five (25) years from the date of recording hereof, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the then owners of two-thirds of the sites has been recorded, agreeing to amend said covenants and restrictions in whole or in part; provided, however, that no such agreement to amend shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed amendment is sent to every owner at least ninety (90) days in advance of any action taken; provided, further, that no amendment shall adversely affect the title or rights or interest of any owner in his site, his residence, real property interest, common area and other appurtenant rights in the properties.

7.20. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the board at the time of such mailing.

7.21. Enforcement of these covenants, restrictions and other provisions shall be by an owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation and/or to recover damages, and against the land to enforce any lien created by these covenants. The omission or failure of any owner to enforce any covenant or restriction set forth in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

7.22. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or work in any other circumstance shall not be affected thereby.

7.23. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration this 16th day of June, 1976.

GERBER CONSTRUCTION, INC.,

By William Gerber, Sr.



DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BRIARWICK

This Declaration is made on this 5th day of July, 1979 by the Declarant which is the owner of the land situated in the County of Jefferson State of Colorado, and more particularly described as follows;

Lots 9, 10 and 11, Block 1; Lots 1 to 9, Block 2; Lots 1 to 20, Block 3; Lots 1 to 8, Block 4; Lots 1 to 7, Block 5; Lots 1 to 30, Block 6; Lots 1 to 9, Block 7; Lots 1 to 10, Block 8 and Tract C, BELLEVIEW ACRES, County of Jefferson, State of Colorado.

WITNESSETH:

WHEREAS the above described land, together with certain other land, was made subject to certain covenants and restrictions evidenced by an instrument entitled "Declaration of Covenants and Restrictions" recorded in the office of County Clerk and Recorder of Jefferson County on June 21, 1976 in Book 2866 at Page 812; and

WHEREAS Declarant desires to make the above described land subject to certain additional covenants and restrictions.

NOW THEREFORE, Declarant, for itself, its grantees, successors and assigns does hereby severally covenant and agree that the property described in Article II hereof shall be held, sold and conveyed subject to the following covenants, restrictions, conditions, uses and obligations, all of which are declared to be for the protection of the value of Properties and for the benefit of persons acquiring interests therein, shall be deemed to run with the land, shall be in addition to other covenants and restrictions to which the Properties are subject, and shall be a benefit and a burden to Declarant, its successors and assigns and any person acquiring or owning an interest in said Properties, their heirs, grantees, legal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "The Properties" shall mean and refer to the property described in Article II hereof all of which shall be subject to this Declaration and any supplemental or amended Declaration recorded as hereinafter provided.
- (b) "Declaration" shall mean this document of "Declarations of Covenants and Restrictions of Briarwick," including such amendments as are made from time to time.
- (c) "Original Declaration" shall mean an instrument entitled, "Declaration of Covenants and Restrictions" recorded in the office of the County Clerk and Recorder of Jefferson County on June 21, 1976 in Book 2866 at Page 812 as amended from time to time.
- (d) "Site" shall mean and refer to any lot or combination of continuous lots or any combinations of continuous parts of lots on the Properties which constitutes an individual residence site.
- (e) "Residence" shall mean the residence improvements constructed on a Building Site.
- (f) "Real Property Interest" shall mean and refer to the Site together with all of the improvements thereon and appurtenant right thereto.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Site situated upon the Properties.

(h) "Declarant" shall mean and refer to Faydon Enterprises, Inc., a Colorado Corporation.

(i) "Association" shall mean and refer to Briarwick Homeowners Association, a Colorado nonprofit corporation.

(j) "Member" shall mean and refer to Members of the Briarwick Homeowners Association.

## ARTICLE II

### REAL PROPERTY SUBJECT TO THIS DECLARATION

The real property which is held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Colorado, and is more particularly described as follows:

Lots 9, 10 and 11, Block 1; Lots 1 to 9, Block 2; Lots 1 to 20, Block 3; Lots 1 to 8, Block 4; Lots 1 to 7, Block 5; Lots 1 to 30, Block 6; Lots 1 to 9, Block 7; Lots 1 to 10, Block 8 and Tract C, BELLEVIEW ACRES, County of Jefferson, State of Colorado.

## ARTICLE III

### PLANNED RESIDENCE DEVELOPMENT

The development and improvement of the Properties shall be under the control of Faydon Enterprises, Inc., a Colorado corporation or its successors or assigns, according to the planned unit development zoning laws and regulations of Jefferson County.

## ARTICLE IV

### Section 1.

### BRIARWICK HOMEOWNERS ASSOCIATION

Declarant has caused the Briarwick Homeowners Association to be incorporated as a nonprofit corporation. Any owner or purchaser of property within the Properties shall be deemed to have assented to, ratified and approved the following duties, rights and powers of said Association:

(a) To collect special assessments from Owners equitably prorated on the basis of number of Sites owned and to collect delinquent assessments by suit or otherwise.

(b) From funds collected to enforce this Declaration or the Original Declaration in any fashion which the Board of Directors deems necessary, including without limitation, the seeking of injunctive relief or the collection of damages for any violation.

(c) To expend any reasonable sum in carrying out its duty with respect to enforcement of this Declaration or the Original Declaration, including without limitation, the employment of legal counsel and auditors in connection with the financial and legal matters of the Association.

(d) To file legal protest, formal or informal, with authorities against the passage by authorities of zoning ordinances or granting of variances concerning any property within a reasonable proximity of the Properties or within the Properties themselves which might affect the value of any Owner's Site therein.

(e) To communicate with the Architectural Control Committee established in the Original Declaration and to enforce its decisions as the Board of Directors of the Association deems necessary.

(f) To enforce the Original Declaration with respect to all the property made subject to the Original Declaration.

Section 2

MEMBERSHIP IN THE ASSOCIATION

Each owner of a Site shall be a Member of the Association, provided however, that no Site shall have more than one vote. In the event a Site has more than one Owner, the Owners of such Site shall designate among themselves one person who shall be the sole voting Member. In the absence of such designation, the Board shall select such voting Member.

Section 3

SPECIAL ASSESSMENTS

The Board of Directors of the Association shall be authorized to assess the Owners of lots within the Properties on an equitably prorated per Site basis for expenses incurred by the Association in enforcing this Declaration or the Original Declaration. The Board shall assess only those sums reasonable needed in carrying out the duties, rights and powers of the Association as such are set forth in this Declaration. Notice of any special assessments shall be sent to the Owners twenty (20) days before such assessments are due. In the event an Owner fails to pay such assessments promptly when due, the Association shall have an enforceable cause of action against such Owner for collection of such assessments, together with interest thereon at twelve percent (12%) per annum from the date due and reasonable attorneys' fees incurred in collecting such delinquent assessments. Where more than one person owns a Site, any assessment with respect to that Site shall be the joint and several obligation of all Owners of that Site.

ARTICLE V

EASEMENTS

The utility easements and rights-of-way as shown on the Plat of the Properties are reserved for the purposes thereon, and no improvements, other than fencing, shall be built thereon, provided that, those easements shown on the Plat as pedestrian and equestrian easements are hereby deleted and removed from the Plat and the Properties.

ARTICLE VI

DESCRIPTION AND RESERVATION

Every contract for sale, deed, lease, mortgage, trust deed, will or other instrument may legally describe a site or Real Property Interest by the lot and block number (as shown on the Plat) and by reference to the Plat filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the Site and the Real Property Interest, but all appurtenant rights, benefits and burdens thereto as created by the provisions of this Declaration, and each such description shall be so construed. This provision shall apply to the Properties as said term is defined in this Declaration.

ARTICLE VII

GENERAL CONDITIONS, STIPULATIONS  
AND PROTECTIVE COVENANTS

Section 1

SIZE OF IMPROVEMENTS

No dwelling shall be built or permitted upon the Properties at a cost of less than \$80,000 based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum structure. The minimum size of dwelling, being exclusive of porches and garages, shall be not less than 1,500 square feet for one-story dwelling, nor less than 1,550 square feet on the main and upper level of a split level dwelling, nor less than 900 square feet on the first floor for a dwelling of more than one story.

Section 2

COST OF PUBLIC STREET LIGHTING

All lots on the Properties are subject to and bound by Public Service Company tariffs which are now and may in future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, 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 in the subdivision according to Public Service Company rates, rules and regulations including future amendments and charges on file with the Public Utilities Commission of the State of Colorado.

Section 3 DELETED

Section 4

AMENDMENTS

The covenants and restrictions and other provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Owner and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of twenty-five (25) years from the date of recording hereof, after which time the same shall be automatically extended for successive periods of ten (10) years; provided however, that the Owners of two-thirds of the Sites may sign and record an instrument amending or supplementing this Declaration in whole or in part at any time subject to the written approval of any first mortgagees of such signing Owners; provided further, however, that no such amendment shall be effective unless written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of recording the amendment; provided further, that no amendment shall adversely affect the title or rights or interest of any Owner in his Site, his residence, Real Property Interest, and other appurtenant rights in the Properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1

NOTICE

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Board of Directors of the Association or on the records of the County Assessor (or any similar or successor office) at the time of such mailing.

Section 2

ENFORCEMENT

The failure of any Owner to comply with the provision of this Declaration or the Bylaws and Articles of Incorporation of the Association will give rise to a cause of action in any aggrieved Owner as well as in the Association as aforementioned for the recovery of damages or injunctive relief or both. The omission of failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 3

INVALIDITY

If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

Section 4

GENDER AND NUMBER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 5

CLAIMS

No claim or cause of action shall accrue in favor of any person in the event of the invalidity of the provision of the Declaration or for failure of the Association or Declarant to enforce any provision hereof. This section may be pleaded as a full and absolute bar to the maintenance of any such claim or case of action.

Section 6

CAPTIONS

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

DECLARANT

FAYDON ENTERPRISES, INC.

(secretary signed)

(signed) Donald E. Cade, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

The above and foregoing instrument was acknowledged before me this 5th day of July, 1979 by Donald E. Cade as President for and on behalf of Faydon Enterprises, Inc., and attested to by(Lavcia A Zufall?) as Secretary.

(Witnessed and sealed by Notary Public)

**AMENDMENT 1  
TO COVENANTS AND RESTRICTIONS FOR BRIARWICK**

This Amendment is made on this 11 day of May, 1997, by the Declarant, which is the Briarwick Homeowners Association, a Colorado nonprofit corporation with certain duties, rights and powers granted it by the Declaration of Covenants and Restrictions for Briarwick recorded in the office of the County Clerk and Recorder of Jefferson County on July 5, 1979.

WITNESSETH:

WHEREAS the land described in Article II of this Amendment, together with certain other land, was made subject to certain covenants and restrictions evidenced by an instrument entitled "Declaration of Covenants and Restrictions" recorded in the office of the County Clerk and Recorder of Jefferson County on June 21, 1976;

WHEREAS the land described in Article II of this Amendment was made subject to certain additional covenants and restrictions evidenced by an instruments entitled "Declaration of Covenants and Restrictions for Briarwick" recorded in the office of County Clerk and Recorder of Jefferson County on July 5, 1979; and

WHEREAS the Declarant desires to modify Atricle 7.07 of the Covenants and Restrictions recorded on June 21, 1976 to permit construction of detached structures.

NOW THEREFORE, Declarant does hereby severally covenant and agree that the following change to the General Conditions, Stipulations and Protective Covenants described under Article 7.07 of the June 21, 1976 Declaration of Covenants and Restrictions shall be made effective for the benefit of persons owning or acquiring interests in the Properties described in Article II herein, shall be deemed to run with the land, shall be for the protection of the value of the Properties described in Article II, and shall be a benefit and a burden to Members of the Association, their successors and assigns and any persons acquiring an interest in said Properties, their heirs, grantees, legal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Amendment, shall have the following meanings:

- (a) "The Properties" shall mean and refer to the property described in ArticleII hereof, all of which shall be subject to this Amendment
- (b) "Amendment" shall mean this document of "Amendment 1 to Covenants and Restrictions for Briarwick."
- (c) "Site" shall mean and refer to any lot or combination of continuous lots or any combinations of continuous parts of lots on the Properties which constitutes an individual residence site.
- (d) "Residence" shall mean the residence improvements constructed in a Building Site.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Site situated upon the properties.
- (f) "Declarant" shall mean and refer to the Briarwick Homeowners Association, a Colorado nonprofit corporation.

(g) "Member" shall mean and refer to Members of the Briarwick Homeowners Association.

## ARTICLE II

### REAL PROPERTY SUBJECT TO THIS AMENDMENT

The real property which is held, transferred, sold, conveyed and occupied subject to this Amendment is located in Jefferson County, Colorado, and is more particularly described as follows:

Lots 9, 10, and 11, Block 1; Lots 1 to 9, Block 2; Lots 1 to 20, Block 3; Lots 1 to 8, Block 4; Lots 1 to 7, Block 5; Lots 1 to 30, Block 6; Lots 1 to 9, Block 7; Lots 1 to 10, Block 8 and Tract C, BELLEVIEW ACRES, County of Jefferson, State of Colorado.

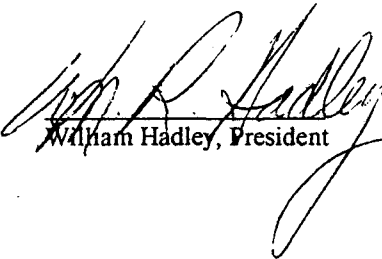
## ARTICLE III

### AMENDMENTS TO GENERAL CONDITIONS, STIPULATIONS AND PROTECTIVE COVENANTS

Declarant has caused Article 7.07 of the General Conditions, Stipulations and Protective Covenants of the Declaration of Covenants and Restrictions dated June 16, 1976 to be modified as follows:

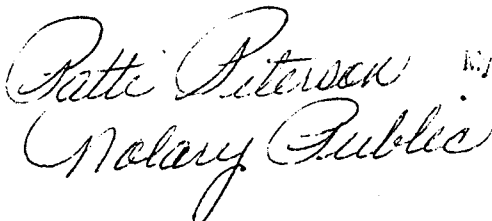
7.07. No house trailer, modular building, temporary structure, tent, shack, detached garage, or barn shall be permitted on a site. An outbuilding (structures not attached or joined to the primary residence) shall be allowed for use as a tool shed, workshop, play house, greenhouse, or the like.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment this 14 day of May 1997. The above and foregoing instrument is acknowledged by me, as President of the Briarwick Homeowners Association.

  
William Hadley, President

STATE OF COLORADO  
COUNTY OF JEFFERSON

(Witnessed and sealed by Notary Public)

  
Notary Public  
My Commission Expires 7/30/2000

**RESTRICTIONS TO AMENDMENT 1**  
**TO COVENANTS AND RESTRICTIONS FOR BRIARWICK**

The Architectural Control Committee ("ACC") is empowered to adopt the following limitations concerning Amendment 1 to Covenants and Restrictions For Briarwick:

- No outbuilding shall exceed an area (plan view) of 220 sq. ft., including any porch, awning or other partial overhanging part of the structure, except for soffits as part of the contiguous roof.
- Architectural design and construction materials shall be consistent with those of the primary residence.
- No outbuilding shall serve, even temporarily, as a separate or secondary residence, or guest house, and therefore shall not be occupied overnight by any person.
- No portion of any outbuilding shall be located forward of any dimension of the primary residence, when viewing the primary residence from the street, or in the case of corner lots, from either street.
- No outbuilding shall be built for the purpose of boarding or raising of animals or livestock for any commercial purpose, except for shelter for the property owner's personal pets.
- No more than 1 outbuilding shall be placed upon a site (i.e., property).

No outbuilding shall be constructed unless and until drawings of the proposed structure are submitted to and approved by the ACC. The submittal shall be in strict accordance with the design review procedures described in the BHA Architectural Control Guidelines, Rules and Regulations dated November 1995, plus the following:

- No outbuilding shall be considered by the ACC unless the owner's proposal package contains, at a minimum:
  1. A letter or other written correspondence which states the purpose of the outbuilding and the planned time duration for the total design and construction; not to exceed a ninety (90) day construction schedule.
  2. A plot plan of the entire property, drawn to scale.
  3. Both a plan view and at least one elevation view of the outbuilding itself, drawn to scale.
  4. Foundation/footing and other construction details, schedules and/or bills of material of the complexity normally submitted to obtain a building permit from the local building code jurisdiction.

The BHA entrusts the ACC with the right to determine that any outbuilding will be consistent in design to the primary residence. In so doing, the ACC may ask the owner for more detail, if, from the documents presented, it is not possible to reasonably determine that the outbuilding will indeed be consistent in design to the primary residence.