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For purposes of this section, building corners, eaves, steps, open porches (roofed or not roofed) or other components of a building shall be considered as part of the building. The Architectural Committee or the Executive Board of the Association reserves the right to designate which streets are front streets and which property lines are front Lot lines, side Lot lines and rear Lot lines. Any "reserve corner Lots" (i.e., those Lots having streets on two [2] sides of the Lot) shall be required to satisfy the Front Lot line setback requirements set forth above on both sides of the Lot abutting such streets regardless of which direction the building thereon faces. The Architectural Committee or the Executive Board of the Association may grant relief from the provisions of this section for good cause shown.

- 11.13 **Non-Residence Structure.** In addition to the right of the Owner to construct a single-family Residence upon each Lot, the Owner shall also have the right to construct a separate building or structure not to exceed twenty-four (24) feet by thirty-two (32) feet in size and must not exceed seven hundred sixty eight (768) square feet. The separate building or structure shall not exceed twenty (20) feet in height from ground level and may not have more than one level or story. Such structure may not be occupied for human habitation and must be constructed in such a manner that it is comparable in nature, materials and style with the single-family Residence located upon such Lot. The Architectural Committee or the Executive Board may grant relief from the provisions of this section for good cause shown.
- 11.14 **Building Height and Roof Pitch.** No Residence or other structure constructed upon any Lot shall exceed twenty-eight (28) feet in height from the top of the main-floor foundation of such Residence or structure to the highest point on the Residence or structure. The pitch of the roof on any Residence shall not be less than five (5) feet of rise (i.e. elevation) for each twelve (12) feet of span (i.e. width). The roof shingles shall be constructed of clay or concrete tile, slate, (Woodruff by Masonite Corp.) or a composite type if approved by the Architectural Committee. The Architectural Committee or the Executive Board may grant relief from the provisions of this section for good cause shown.
- 11.15 **Temporary Structures Prohibited.** No structure of a temporary character, including by way of example and not limitation, trailer, mobile homes, tents, campers, shacks, garages, barns, outbuildings or accessory buildings shall be used on any Lot for human habitation during the construction of a Residence upon the Lot or at any other time, either temporarily or permanently.
- 11.16 **Fences.** Any fence to be constructed on a Lot must be approved by the Architectural Committee. An Owner may construct a privacy fence around a patio, deck, garden, or other enclosed area, provided that the enclosed area does not exceed three thousand (3,000) square feet. All privacy fences shall be constructed of wood or masonry approved by the Architectural Committee. No privacy fence of any kind may be constructed within twenty (20) feet of the side Lot line or thirty (30) feet of the rear Lot line with the exception of Lots 26, 27, 28, 29, 30, 31 and 32 which shall have a wood privacy fence on the rear Lot line. No privacy fence of any kind may be constructed nearer the front Lot line than the midpoint of the side of the Residence constructed on the Lot. Any Owner may construct a kennel and dog run on the Lot, which dog run may be constructed of chain link fence, provided that the dog run is screened from view from other Lots

or adjacent streets by a privacy fence or landscaping approved by the Architectural Committee. Perimeter boundary, Lot line, fencing shall be a green treated, three (3) rail, tenon-jointed fence. Fencing of side Lot lines is optional. Front Lot line fencing is not permitted. Rear Lot line fences will be fenced by the Lot owner within ninety (90) days of receiving an occupancy permit. No fence will be constructed within fifteen (15) feet of the rear or western most property line of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 or 11.

- 11.17 Garages. Each Residence located on a Lot shall have a car garage for at least two (2) cars but not more than three (3) cars plus storage space. Such garage may be either attached to the Residence or connected to the Residence by breezeway or similar architectural structure. In addition, each garage shall have a continuous driveway access from a public street, which driveway shall be constructed of a material approved by the Architectural Committee or Executive Board of the Association and shall be of sufficient depth and width to provide four (4) off-street parking spaces not including any parking spaces within the garage. Carports shall not be allowed unless specific approval for the same is given by the Architectural Committee or the Executive Board of the Association before any construction is commenced on said carports.
- 11.18 Landscaping of Lot. every Owner shall, within ninety (90) days after occupancy of a Residence upon a Lot, submit to the Architectural Committee or the Executive Board of the Association for approval in writing, a landscaping plan for his or her Lot. Such landscaping plan shall include information regarding the type of sodding, type of trees, hedges and shrubs and other customary landscape information. In addition, such landscaping plan shall specifically include a minimum of five (5) trees: two (2) evergreen trees with a minimum height of five (5) feet, and three deciduous trees with a minimum caliper of two (2) inches. Zero scape and native grasses shall be a permissible and encouraged form of landscaping. Each Lot shall be fully landscaped within twelve (12) months after the issuance of a certificate of occupancy for a Residence on the Lot.
- 11.19 Solar Home. No Residence or other improvement shall be constructed upon the Property so as to obstruct any solar collection system of long wave radiation from the sun installed in any structure, either under construction or already completed. In addition, no Owner shall, without the Prior approval of the Architectural Committee or the Executive Board of the Association, plant any trees, landscaping or shrubbery which is of sufficient height or when mature would be of sufficient height so as to obstruct, block, obscure or shield the southerly roof exposure of any Residence either under construction or already completed. No solar equipment, improvements or fixtures shall be place or installed, whether originally installed or installed as a retrofit, upon any Lot, Residence or other improvement upon the Lot until such solar equipment, improvements or fixtures have been first approved in writhing by the Architectural Committee or the executive Board of the Association.
- ✓ 11.20 Intersection Obstructions. No Owner shall construct any fences, berms or other improvements or plant any shrubs, hedges or trees within twenty-five (25) feet of any intersecting streets located within the Common Interest Community which, when fully constructed or matured, will be greater than two (2) feet in height above the center line of the adjacent streets. The

provisions of this section shall not be applicable to any Lots which are not corner Lots or are otherwise situated at the intersection of more than one (1) street, it being the intent of this section to prohibit unreasonable obstruction of visibility relative to traffic on such streets.

- 11.21 Maintenance of Lots. Each Owner shall cut and control all grass and other vegetation growing on his or her Lot, whether vacant, occupied, under construction or fully improved, and shall otherwise maintain and care for all landscaping on his or her Lot.
- 11.22 Prohibitions. All use of the Common Elements shall be subject to and governed by the Rules and Regulations adopted by the Association. No damage or waste shall be committed to the Common Elements by Lot Owners, their families, tenants, guests and invitees.
- 11.23 Resubdivision. No Lot shall be resubdivided into smaller Lots nor conveyed or encumbered in any less than the full original dimensions as conveyed by the Declarant. Nothing herein contained shall prevent the dedication or conveyance of portions of Lots for additional easements for public utilities.
- 11.24 Easements. All easements for the installation and maintenance of utilities and drainage facilities are reserved and are shown on the Plat. All such utilities shall be underground. No trees, shrubs, buildings or other structure shall be constructed, erected or placed upon any easement reserved for utilities, except fences. the easement area in each Lot and all improvements for which a public authority, utility company or the Association is responsible.
- 11.25 Drainage. No Owner shall modify or change the topography or contour of any drainage areas or easements, including swells, constructed on the Lots and other portions of the Property from the shaped and outline established by the Declarant or persons or entities acting on behalf of the Declarant: provided, however, that an Owner shall be permitted to modify the drainage areas on his or her Lot upon receiving written approval therefor from the Architectural Committee or the Executive Board of the Association. Any Owner who in any way materially modifies the drainage pattern of the land without such consent shall be subject to sanctions contained herein for violations of this Declaration.
- 11.26 Pet Runs. No pet runs or other fenced-in areas for the containment of dogs or other pets shall be permitted upon any Lot without the prior written approval of the Architectural Committee or the Executive Board of the Association. In considering whether to approve any such pet run or other fenced-in area, the Architectural Committee or Executive Board of the Association shall consider the location, size, concealment, proximity to surrounding structures and adjacent Lots, proposed building materials, aesthetic appeal and harmony of exterior design in relation to surrounding structures.
- 11.27 Occupancy of Lot. In addition to any other restrictions imposed upon Lot Owners by the Town of Severance, Colorado, with regard to the completion of a Residence, structures and other improvements upon a Lot prior to occupancy of such Lot as a Residence, and notwithstanding the issuance of a temporary or permanent certificate of occupancy for the Lot by the

appropriate governmental entity, no such Lot shall be occupied as a Residence or their residential dwelling until all buildings, fences, wall, structures and other improvements as are set forth in the plans and specifications submitted to and approved by the Architectural Committee or the executive Board shall first be constructed and installed, including, but not limited to, the rough grading of the Lot, and the installation of driveways and sidewalks thereon.

11.28 General Prohibition. No use shall be made of an Owner's Lot which will in any manner violate the statutes or rules and regulations of any governmental authority having jurisdiction over the use of said Owner's Lot.

11.29 A. Driveways. All driveways shall be constructed of asphalt or concrete pavement or other hard surfacing approved by the Architectural Committee. The Owner of each Lot shall install a culvert at the entrance to his or her driveway as required by the Town of Severance Engineer.

B. Mailboxes. Each owner/builder shall provide a masonry pedestal mail box as indicated and approved by the Architectural Committee. The mailbox will be installed within thirty (30) days of occupancy and be located adjacent to the driveway.

11.30 Construction. construction of a Residence or other structure approved by the Architectural Committee shall commence within three months after approval of the plans and specification, and the owner shall thereafter proceed diligently with such construction. The exterior of any such structure shall be completed within six months of the date of commencement of construction. The Architectural Committee may grant an extension of the foregoing time periods for good cause and when such extension is requested by the Owner. Upon approval of plans and specification for the construction of a Residence on a Lot, the Owner of the Lot shall deliver to the Architectural Committee an amount as determined by the Architectural Committees Rules and Regulations, to be held by the Architectural Committee as a deposit ("the Deposit"). The Deposit shall be returned to the Owner within thirty (30) days after the Residence has been completed and all excess debris removed from the Lot and adjacent streets and common areas. If the exterior of the Residence is not completed within six (6) months after the date of commencement of construction, but the Owner has failed to complete construction in conformity with the approved Plans and Specifications or all excess debris has not been removed from the Lot and adjacent streets, and Common Areas within such time period, then the Architectural Committee shall have the right, but not the obligation, to enter upon the Lot if necessary and complete the improvements in conformity with the approved Plans and Specifications or remove such excess debris and deduct the cost of such removal from the Deposit. The balance of the Deposit, if any, shall be returned to the Owner within thirty (30) days after all excess debris has been removed from the Lot and adjacent streets, and Common Areas. Nothing in this section shall be interpreted to preclude the Architectural Committee or the Executive Board from seeking any other legal or equitable remedy against the Owner.

11.31 Liabilities. The Architectural Committee shall not be liable to any Owners for any loss, cost, expense or damage, including attorney's fees, suffered

by such Owner as a result of any decision made by the Architectural Committee unless such action is taken in bad faith or with malice against any Owner.

- 11.32 Land Use and Building Type. No building or other structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family Residence per Lot, with attached garage and one non-residential structure described in 11.13.
- 11.33 Building Sizes. No Residence shall be erected, altered, or permitted to remain on any Lot of the Common Interest Community unless the ground floor thereof, exclusive of open porches and garages, is not less than one thousand five hundred (1,500) square feet ("Finished Area") for ranch-style Residences, and one thousand eight hundred and fifty (1,850) square feet ("Finished Area") for multiple level residences.
- 11.34 Siding. Not less than thirty percent (30%) of the gross area of the front of each Residence shall be constructed of brick or other masonry approved by the Architectural Committee. The gross area of the second story and the garage door shall be excluded from the gross area of the front of the Residence for purposes of determining the percentage of masonry to be included of the front of the Residence. Brick or other approved masonry shall wrap around the front corners of the Residence a minimum of four (4) feet. the foregoing minimum requirements for masonry or brick on the front of each Residence shall not apply if the exterior of the Residence is to be all stucco. All siding other than brick, masonry, or stucco shall be top-grade synthetic, cedar, or redwood siding. Synthetic siding may only be installed with adequate backing and in strict conformance to the manufacturer's recommendation and specifications. When wood or masonite or other lap siding is used on that part of the residence not required to be sided with masonry, the maximum width allowed shall be eight (8) inches with no more than a seven (7) inch exposure.
- 11.35 Design Scheme. Trim Fascia. Exterior Vents. Vertical Support Posts. Furnace and Plumbing Vents. Color. Windows. Landscaping, etc. Design scheme, trim, fascia, exterior vents, vertical support posts, furnace and plumbing vents, color, windows, landscaping, etc. shall be considered and controlled by the Architectural Committee to assure harmony of the Common Interest Community and its property values. The Architectural Committee may adopt detailed rules and regulations governing the different areas of the Common Interest Community to recognize the development objectives of each area, which rules and regulations need not be the same for all such areas.

ARTICLE XII. STREETS AND FACILITIES

- 12.1 Streets and Facilities. The Association shall also be responsible for maintaining all streets within the Common Interest Community prior to acceptance by the town of Severance. The Declarant will cause to be improved the streets with pavement and other improvements to meet the standards of the town of Severance. The streets shall be maintained in good condition by the Association at all times for the benefit of all Lot Owners. The Association shall pay all charges and shall maintain the street facilities in good condition. the Association shall further be

responsible for maintaining any other Common Elements installed by the Declarant and required by the Town of Severance, as a condition to approving the subdivision of the Property. If at anytime in the future the Town of Severance, assumes responsibility for maintenance of streets or other Common Elements, the responsibility of the Association to provide such maintenance shall thereupon end to the extent assumed by the Town of Severance.

- 12.2 Duration of Maintenance Provisions. The provisions contained in this Article XII and all other provisions of this Declaration relating to the responsibility to maintain the streets within the Common Interest Community (including, without limitation, provisions authorizing assessments in the establishment and enforcement of liens for non-payment of assessments) shall not expire and shall be perpetual unless specifically released by the Town of Severance. In addition, in no event shall the expiration of this Declaration in any way alter, affect or terminate any easements within the Common Elements or the rights and duties of Lot Owners with respect to the Common Elements as provided in this Declaration.

ARTICLE XIII. GENERAL PROVISIONS

- 13.1 Enforcement. The Association or any Lot Owner may enforce the restriction, condition, covenants and reservations imposed by the provision of the Declaration or any Bylaws or Rules or regulations promulgated by the Association which are consistent with this Declaration by proceedings at law or in equity against any Person or against the Association violating or attempting to violate any of the said Bylaws or Rules and Regulations or restriction and limitation of this Declaration, either to recover damages for such violation, including reasonable attorneys' fees incurred in enforcing this Declaration, or to restrain such violation or attempted violation or to modify or remove structures fully or partially completed in violation hereof, or both. Failure of the Association or of any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall not be liable to reimburse any Lot Owner for attorneys' fees or costs incurred in any suit brought by a Lot Owner to enforce or attempt to enforce this Declaration.
- 13.2 Term of Declaration. This Declaration shall run with the land, shall be binding upon all Persons owning Lots and any Persons hereafter acquiring said Lots, and shall be in effect in perpetuity unless amended or terminated as provided in the Act.
- 13.3 Amendment of Declaration. Except as otherwise posted in the Act and this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of the Declarant or others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members of the Association holding at least sixty-seven percent (67%) of the voting power of the Association present in person or by proxy at a duly constituted meeting of the Members. The approval of any such amendment or repeal shall be evidenced by the certification by the Executive Board of the



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Association of the vote of Members. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Weld County, Colorado, of a certificate, executed by the President or a Vice President and the Secretary or an Assistant Secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the Members and certified by the Executive Board as set forth above.

- 13.4 Special Rights of First Security Interests. Any first Security Interest of a mortgage encumbering any Lot, upon filling a written request therefore with the Association, shall be entitled to (a) written notice from the Association of any default by the mortgagor of such Lot in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulation, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meeting of the Executive Board or Members of the Association; (e) receive written notice of abandonment or termination of the Association; (f) receive thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles of Incorporation, or the Bylaws; and (g) receive thirty (30) days' written notice prior to the effective date of termination of any agreement for professional management of the Association or the Common Elements following a decision of the Association to assume self-management of the Common Elements.
- 13.5 First Security Interest Right to Pay Taxes, Rental and Insurance Premiums. Any one (1) or more First Security Interests, jointly or singly, shall be entitled to pay (a) any taxes or other charges which are in default and which may or have become a lien against any of the Common Elements; (b) any overdue amounts for rental of open space areas or common areas from the Declarant; or (c) any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements and the First Security Interests making such payments shall be entitled to immediate reimbursement therefore from the Association.
- 13.6 Association Right to Security Interest Information. Each Lot Owner hereby authorizes any First Security Interest holding a Security Interest on such Owner's Lot to furnish information to the Association concerning the status of such First Security Interest and the loan which it secures.
- 13.7 Special Approval by First Security Interests. Unless at least sixty-seven percent (67%) of the First Security Interest (based on one[1] vote for each Security Interest owned) of Lots in the Association nor any Members shall (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any Improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements for other public purposes consistent with the intended use of such provision); (b) change the method of determining the obligation, assessments or other charges which may be levied against Members; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvements of Lots, including the architectural design of the exterior



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appearance of Lots, or the upkeep of lawns and plantings on the Common Elements; (d) amend any material provision of this Declaration; and (e) establish self-management by the Association when professional management has previously been required by any First Security Interest or insurer or guarantor of a First Security Interest on a Lot. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If a First Security Interest who receives a written request for approval of the proposed act, omission, change or amendment does not deliver or post to the requesting party a negative response within thirty (30) days, it shall be deemed to have approved such request. To be eligible either to approve or object to any written request for approval, a First Security Interest must have previously given the Association written notice of the Existence of its Security Interest.

- 13.8 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision therefore.
- 13.9 Gender. The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.
- 13.10 Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 13.11 Invalidity and Severability. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provision of the Documents shall continue in full force and effect.
- 13.12 Conflict. The Documents are intended to comply with the requirements of the Act. If there is any conflict between the Documents and the provisions of the Act, the provisions of the Act shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.