

PROTECTIVE COVENANTS

Of Dove Hill Estates

BYLAWS

of the Dove Hill Estates

Homeowners Association

Revised January 4, 2001

PROTECTIVE COVENANTS

OF

DOVE HILL ESTATES

DOVE HILL JOINT VENTURE, a Colorado partnership (herein called "Subdivider"), the owner of the real property duly platted as Dove Hill, a subdivision in Arapahoe County, Colorado, which plat is recorded under Reception No. 1857031 in the office of the Clerk and Recorder of said county, hereby makes the following declaration of limitations, restrictions and uses upon said property as restrictive and protective covenants to bind and inure to the benefit of Subdivider and its successors and assigns and of all future owners of any part of said property.

ARTICLE I - PURPOSE OF COVENANTS

It is the intention of Subdivider, expressed by its execution of this instrument that said property shall be developed and maintained as a highly desirable rural residential area with permanent bridle paths and natural park. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings shall always be protected insofar as possible in connection with the uses and structures permitted hereby.

ARTICLE II - DEFINITIONS

1. Subdivision. The "Subdivision" shall mean the real property duly platted as Dove Hill, a subdivision in Arapahoe County, Colorado, which plat is filed under Reception No. 1857031 in the office of the Clerk and Recorder of said county.
2. Lot. "Lot" shall mean each subdivision lot so designated on the duly filed plat of the Subdivision by block and lot numbers.

ARTICLE III - HOMEOWNERS ASSOCIATION

1. Membership. All owners of Lots (other than land dedicated to the public) by whatever means acquired, shall automatically become members of Dove Hill Homeowners Association, a Colorado non-profit corporation (herein called the "Association"), in accordance with the Articles of Incorporation and By-Laws of the Association as are now or hereafter in effect and as the same may be duly amended. The purposes of the Association shall be, among other things, to enforce these covenants and to assure preservation of a favorable environment for the benefit of all Dove Hill property owners.
2. Voting. One membership in the Association shall be issued for each Lot and each membership shall be entitled to one vote.
3. Lien. Annual fees, if any and any special assessments attributable to each membership in the Association together with interest thereon and costs of collection thereof, shall be a charge on the Lot for which the membership is issued, shall be a continuing lien on the Lot, and shall also be the personal obligation of the record owners and lessees of the Lot at the time when the dues or

assessment became due. The personal obligation shall not pass to such a party's successors in title unless expressly assumed by them. Any dues or special assessments which become delinquent shall bear interest from the date of delinquency at the rate of 1% per month, and the Association may sue the owners and lessees personally obligated to pay the same, or foreclose the lien against their lot. Interest charges, other costs, and reasonable attorneys' fees of any action shall be added to the amount of such dues or assessment. The lien of the Association may be foreclosed in the same manner as a mortgage under the laws of Colorado. The Lien of the Association provided for herein shall be subordinate to the lien of any deed of trust or mortgage covering any Lot. Sale or transfer of any Lot shall not affect the lien of the Association. However the sale or transfer of any Lot occurring as a result of court foreclosure of a mortgage or deed of trust, foreclosure through the Public Trustee or any similar proceeding in lieu of foreclosure shall extinguish the lien of the Association as to payments which become due prior to such sale or transfer, but shall not relieve any owner or lessee of personal liability therefore. No sale or transfer shall relieve such Lot from liability for any dues or assessments thereafter becoming due or from the lien thereof.

ARTICLE IV - ENVIRONMENTAL COMMITTEE

1. Environmental Committee. Prior to the formation of the Association, the Committee shall be appointed by Subdivider. The Committee shall have and exercise all the rights, powers and duties set forth in this instrument. After the formation of the Association, the Environmental Committee for the Subdivision (herein call the "Committee") shall be the Board of Directors of the Association, as constituted from time to time and supplemented as outlined below, for the specific purpose of fulfilling the approval requirements of Article IV, paragraphs 2 through 7. The Committee shall be supplemented by the Property Owner(s) whose property(ies) are adjoining, to the property that is affected by the approval request, bridle paths and roads notwithstanding. All requests for approval shall be originated by the requesting lot owner. The requesting lot owner shall obtain a REQUEST FORM from the Committee Secretary and shall then obtain an approval/disapproval signature of the adjoining lot owners. The REQUEST FORM shall then be submitted to the President of the Committee or in his absence, the first Vice President. The approval by an adjoining lot owner shall not over ride the requirements and stipulations of these Covenants. The Property Owner(s) who become supplemental members of the Committee are entitled to one vote toward approval or disapproval of the Approval Request. In the event that a Supplemental member of the Committee does not wish to acknowledge or is unavailable to acknowledge the Request form within two weeks, then that member shall be sent a notification by registered mail, by the Requesting Lot Owner, advising that an improvement request has been submitted. Proof that the registered mail had been sent shall be attached to the REQUEST FORM when submitted to the President of the Environmental Committee. In the event of a tie, the Second Vice President shall withdraw his/her vote unless he/she is one of the adjoining Property Owner(s), then the Secretary shall withdraw his/her vote. If a member of the Board of Directors is The "Requestor", then he/she will have no vote in the approval/disapproval process.

2 Approval by Committee. No improvements to any lot, including but not limited to houses, barns, stables, swimming pools, tennis courts, ponds, flagpoles, aerials, antenna, fences, walls, drives, parking areas, curbs and walks, shall be constructed or altered, nor shall landscaped development be performed on any Lot, except for plantings, i.e. trees, shrubs and flowers, unless

complete plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work. If the Committee fails to take action within 30 days after complete plans for such work have been submitted, then such submitted plans shall be deemed to be approved, provided, however that no building or other structure shall be erected or be allowed to remain on any Lot which violates any of the covenants or restrictions herein contained or any building and zoning regulation of Arapahoe County. The issuance of a building permit or license, which may be in contravention of these protective covenants, shall not prevent the Committee from enforcing these provisions. In the event the Committee shall disapprove any plans, the party submitting such plans may appeal to the next annual or special meeting of the Association, where two-thirds of the votes entitled to be cast shall be required to reverse the decision of the Committee. Refusal or approval of plans and specifications by the Committee may be based upon any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Committee shall seem sufficient. As grounds for refusal or approval the Environmental Committee may consider quality of materials, harmony of external design with existing structures, location with respect to topography and finish grade elevation.

3. Variances. Where circumstances such as topography, property lines, location of vegetation or other physical interference require, the Committee may, by a two-thirds vote, allow reasonable variances of these covenants to terms and conditions it shall require; provided, that no such variance shall be finally allowed until 15 days after the Committee shall have mailed a notice of such variance to each member of the Association. In the event any one-third of the members of the Association shall notify the Committee in writing of an objection to such variance within said 15 day period, the variance shall not be allowed until it shall have been approved by a vote of at least two-thirds of the property owner votes entitled to be cast at the next general or special meeting of the members of the Association.

4. General Requirements. The Committee shall require that all construction, landscape improvement, and alterations within the subdivision, including the visual design, materials, color, site location, height, topography, driveway, grade and finished ground elevation, be complementary to the natural surroundings and existing structures. The Committee shall protect the privacy of each home location from other sites insofar as possible.

5. Preliminary Approvals. Parties who anticipate constructing improvements within the subdivision or who own or contemplate the purchase of a Lot, may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete plans are submitted and approved or disapproved.

6. Plans. Plans shall be submitted in (2) copies. The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants. Such information that would prove to be helpful would include set backs distances from property lines, type(s) and color of materials and paint, square footage, and a plot plan.

7. Committee Not Liable. The Committee shall not be liable for damages to any party submitting any plan for approval or to any owner of a lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove, with regard to such plans. Any owner of a lot or any party submitting plans to the Committee for approval, by so doing does agree and

covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents or developers.

8. Written Records. The Association Secretary shall keep for at least five years complete records of applications submitted to it (including one set of all architectural plans so submitted), and actions of approval or disapproval and other actions taken by it under the provisions of this instrument

ARTICLE V - RESTRICTIONS ON LOTS

1. Zoning Regulations. No lot shall be occupied or used by or for any structure or purpose which is contrary to the zoning regulations of Arapahoe County.

2. Residential Lots. All lots shall be residential tracts.

3. Business Uses. No Day Care of any type shall be allowed. No commercial businesses of any kind or home occupation shall be permitted in the subdivision except as allowed for below. The intent of the following requirements and restrictions is to allow the use of a resident for an occupation which does not change the character of the neighborhood within Dove Hill Estates.

In order for a home occupation to be considered compatible with the neighborhood in which it is located, the following criteria shall be met:

- A. The home occupation must be conducted entirely within the principal dwelling structure and not more than twenty percent (20%) of the garage area shall be used for storage of permitted materials and goods associated with the home occupation.
- B. The home occupation shall be conducted only by the residents of the principal dwelling.
- C. There shall be no visible advertising of the home occupation on the premises upon which it is located.
- D. There shall be no outdoor storage of goods or materials associated with the home occupation.
- E. There shall be no excessive or offensive noise, vibration, smoke, dust, odors, heat, glare or light, or dumping of materials produced by the home occupation.
- F. The receipt or delivery of merchandise, goods or supplies for use in a home occupation shall be limited to the United States mail, parcel post or general delivery service or private passenger vehicle, but shall exclude truck and/or trailer-delivered goods or merchandise.
- G. Sales conducted in conjunction with the home occupation shall be primarily by telephone or direct mail. Incidental pick-up of goods is permitted; however, a home occupation shall not generate an amount of traffic which affects the residential character of the neighborhood, nor shall it encourage congregations of people.

4. Signs. One "For Rent" or "For Sale" sign, no larger than 20"X 26" shall be permitted. One "Dove Hill" sign on each of the four (4) entrance walls, of a style and design as approved by the Committee, shall be permitted. Otherwise, no advertising or business signs, billboards, unsightly objects, or nuisances shall be erected, altered: or permitted on any Lot, business names and logos on motorized vehicles excluded.

5. Animals. No pigs are permitted. No cows, horses, chickens, poultry, rabbits, or other livestock shall be raised, grown, bred, maintained, or cared for upon any lot other than as hereinafter provided: It is specifically provided that an owner of a lot may at any one time keep on his lot no more than four large domestic animals provided the number of large animals is no greater than one (1) per acre or fraction thereof and they are not maintained for commercial or consumption purposes. It is further provided that nothing herein contained shall prevent any owner of any lot from maintaining, keeping and caring for no more than four (4) domestic household pets not for commercial purposes. In order to prevent overgrazing, livestock shall be kept in a small corral of not to exceed thirty-five percent (35%) of the lot size, and only allowed to occasionally graze in remaining native grass areas owned and fenced by the owner. The Environmental Committee's approval is required, pursuant to Article V, for the erection and maintenance of buildings and fences for all animals. Small outdoor domestic animals, i.e. chickens, and rabbits, may be maintained as pets but in no greater aggregate than one (1) per acre or fraction thereof and not raised for commercial or consumption purposes. All Lots must be maintained in a clean and odor-free condition. Dogs, cats and other household animals shall not be allowed to run at large within the subdivision, but shall be at all times on leash or other immediate control.

Owners of any animals shall, at all times have immediate control of those animals, which includes nuisance barking, howling, screeching, or noise of any kind which may be found to be disturbing to neighbors.

6. Subdivisions. No Lot shall be re-subdivided into smaller tracts or Lots nor conveyed or encumbered except as permitted on the plat of the subdivision, however, conveyances or dedications of easements for utilities or private lanes or roads may be made for less than all of one Lot. There shall be no more than one address per Lot.

7. Combining Tracts. If two or more contiguous Lots are owned by the same party or parties they may be combined into one or more residential tracts larger than a lot by means of a written document executed and acknowledged, approved by the Committee and recorded in the real property records of the county in which the lots are located. Thereafter, the new and larger tracts shall be considered as one lot for the purpose of these covenants.

8. Service Yards. Clotheslines, swimming pool filter tanks, service equipment (excluding propane tanks), trash, woodpiles or storage areas shall be screened by planting or fencing to conceal them from view of neighboring Lots, drives and roads. Protective enclosures to screen the above must be approved by the Committee as a part of the plans for the improvements to be located on the Lot. All refuse and trash shall be removed from all Lots and shall not be allowed to accumulate nor be burned in the Subdivision. All tanks, other than swimming pool filter tanks, must be buried.

9. Utility Lines. All water, gas, telephone, and electrical Lines within the limits of the subdivision must be underground and may not be above ground.

10. Gardens, Lawns and Landscaping. A family garden, lawn area and other landscaping is permitted so long as the entire irrigated area does not exceed 10,000 square feet. In addition, all Lot owners are encouraged to plant green shrubs and trees. No more than 10,000 square feet of ground shall be broken for farming purposes

11. Fencing. All fences must be approved by the Committee. The Committee will encourage the use of natural materials. No barbed wire will be permitted. No electrical fences along Lot boundaries will be permitted. Fences may not obstruct bridle paths or other easements.

12. Buildings. No buildings or other structures shall be placed, erected, altered or permitted to remain on any Lot other than:

- A. One detached single-family dwelling house;
- B. An attached garage;
- C. One detached guest house;

A detached barn, stable, or storage shed or a combination thereof may be erected provided the total number of structures on a Lot, including the single-family dwelling and detached guest house, is not greater than one (1) structure per acre or fraction thereof, and the aggregate square footage of the detached structures (excluding the single family dwelling house and guest house) is not greater than 2500.

All such buildings and structures are subject to the rights, powers and duties of the Environmental Committee as provided in Article IV of these Protective Covenants.

13. Construction. At the time plans and specifications for any construction or alteration of existing structures receive approval, the prospective builders shall proceed diligently with the construction of the dwelling house and garage, and the same shall be complete within a maximum period of nine months, except that this period may be increased by an additional three-month period if said extension is made necessary by reason of inclement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction of all buildings must be completed before occupancy. The treating and painting of wood shall also be completed prior to occupancy, weather permitting.

14. Dwelling size. The ground floor area of each one-story dwelling house, exclusive of open porches, garages, and basements, shall be more than two thousand four hundred (2400) square feet. Multi-level dwellings for example, one and one-half stories or more, shall have a total living area of more than two thousand six hundred (2600) square feet, exclusive of one story or multi-story open porches, garages, and basements.

15. Temporary Structures. No temporary house, tent, mobile home or trailer shall be allowed on any Lot. No dwelling house shall be occupied in any manner prior to its completion.

16. Exterior Lighting. All exterior lighting and standards shall be approved by the Committee.
17. Off-Street Parking. Each dwelling house shall be constructed with an attached garage adequate for parking at least two automobiles. No parking shall be allowed within the road right-of-way except for short term visitor parking. Any parking of visitors for longer than three days needs approval by the Committee.
18. Sanitary Systems. No sewage disposal system shall be constructed altered, allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper public health agencies of Colorado, Arapahoe County and the Committee. It is recommended that a soils engineer be retained to determine sewage disposal system for each Lot.
19. Building Materials and Foundation. It is recommended that a soils engineer be retained to determine the most suitable foundation. Exterior portions of all buildings shall be either brick, natural stone, or natural wood painted or stained upon completion so that all exposed surfaces shall have a finished appearance.
20. New Construction. Only new construction will be allowed. No used buildings will be allowed.
21. Metal Buildings. No metal buildings will be allowed.
22. Fireplaces. Chimneys and Barbecues. All fireplaces, chimneys and barbecues shall be equipped and maintained with spark arresting screens.
23. Driveways. In all cases, county specifications shall be followed with regard to driveways.
24. Land Uses. No improvements nor any activity shall be permitted on any such Lot which is or might become a nuisance to adjoining Lots. Burial of humans or animals in either marked or unmarked graves is expressly prohibited. No open fires will be permitted and no hunting will be permitted within the Subdivision. Shooting in the community is allowed if the following conditions are met:
 - A. Harmful projectiles may not leave the owner's property,
 - B. Shooting must be done during daylight hours, and
 - C. Any person shooting under the age of 18 must be under the supervision of a responsible adult.
25. Vehicles, Machinery/and Campers. All unlicensed and/or inoperative motor vehicles designed for use on public roads, for example automobiles, trucks, trailers, pickup campers or R/V's shall be parked in a garage or other structure approved by the Environmental Committee. One designated graveled or concrete parking pad shall be provided for each licensed recreational vehicle, trailer or tractor. The pad shall be approved by the Environmental Committee. No unlicensed and/or inoperative vehicles, or machinery, and any vehicle over 12,000 GVW or greater (recreation vehicles excluded) shall be placed and remain on a Lot for more than forty-

eight (48) hours unless parked in a garage or other structure approved by .the Environmental Committee.

26. Oil and Mineral Operations. No Lot owner shall engage in or permit oil drilling or development operations, oil refining or quarrying or mining operations of any kind upon any Lot, nor shall any such Lot owner permit oil wells, tanks, tunnels, mineral excavations or shafts on any Lot; and further no Lot owner shall erect or permit to be erected any derrick or other structure designed for use in drilling for oil or natural gas on any Lot.

27. Mowing of Lots. The owner of each Lot shall have the weeds thereon cut during the month of July of each year to prevent subsequent fire hazard. Prior or subsequent mowings to July should be made, depending on weather conditions, to reduce possible fire hazards. If such an owner of an unimproved Lot does not have the weeds so cut in July, the Committee may do so and charge the owner the actual cost thereof.

28. Single Family. Single family shall mean one head of the household and legal dependents or immediate family members. Multiple families in one dwelling are expressly forbidden.

29. Setback. No building shall be located on any Lot nearer than 40 feet to the front property line. No building shall be located on any Lot neater than 25 feet from the side or rear property line, or nearer than 40 feet from any public street The decision of the Committee shall be final regarding any dispute as to these setback requirements

ARTICLE VI - EASEMENTS

1. Utility Easement. Subdivider hereby reserves to itself, and its successors and assigns, perpetual easements as indicated on the inside of the Subdivision boundary and on both sides of each Lot line, as described on the recorded plat of the Subdivision, except any portion of said perimeter which abuts on a dedicated County, road, for the purposes of constructing maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas and similar lines and pipe, wires, ditches, conduits and walking and riding trails.

ARTICLE VII - ENFORCEMENT

1. Enforcement. The Committee shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunction, on behalf of itself and all or part of the owners of Lots. In addition, each such owner shall have the right to prosecute for an injunction and for damages, actual and punitive by reason of any violation of these Covenants.

2. Limitation. In the event any construction, alteration or landscape work is commenced upon any Lot in violation of these Covenants, and no action is commenced within 60 days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said 60 days limitation shall not apply to injunctive or equitable relief against other violations of these Covenants.

ARTICLE VIII – GENERAL PROVISIONS

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

2. Effect and Duration. The conditions, restrictions, stipulations, agreements and Covenants contained herein shall be for the benefit of and binding upon each Lot, and all owners thereof, and their heirs; devisees, personal representatives, successors and assigns and shall continue in full force and effect until January 1, 2006 at which time they shall be automatically extended for successive terms of 5 years each, unless an instrument executed by the then owners of at least two-thirds of the Lots has been recorded agreeing to change the same in whole or in part.

3. Agreement. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of two-thirds of the Lots.

4. Notices. Any notice required to be sent to any Lot owner under the provisions of these Covenants 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 Subdivider or Association at the time of such mailing.

5. Binding Effect. The benefits and duties herein accrued to or imposed upon Subdivider shall be binding upon and inure to the benefit of the Subdivider and its successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the President and Vice-presidents of the Dove Hill Estates Homeowners' Association herein, have hereunto set their hands and seal this day of .

DOVE HILL, ESTATES

BY:

BY:

STATE OF COLORADO)

COUNTY OF ARAPAHOE)