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S. W. SCHMITT  
El Paso County Clerk & Recorder

BOOK 3453 PAGE 01 36<sup>00</sup>

PROTECTIVE COVENANTS  
OF  
PEYTON PINES FILING NO. 4

PEYTON PINES, a Colorado limited partnership (herein called "Subdivider"), the owner of the real property duly platted as Peyton Pines Filing No. 4, a subdivision in El Paso County, Colorado, which plat is recorded under Reception No. ~~00785849~~ 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 such property shall be developed and maintained as a highly desirable rural residential area. 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 Peyton Pines Filing No. 4, a subdivision in El Paso County, Colorado, which plat is filed under Reception No. ~~00785849~~ in the office of the Clerk

and Recorder of said county, and any and all adjacent subdivisions which have in their title the words "Peyton Pines."

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, may become members of Peyton Pines 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 Peyton Pines property owners.

2. Voting. One membership in the Association shall be issued for each Lot and each membership shall be entitled to one vote.

ARTICLE IV - ENVIRONMENTAL COMMITTEE

1. Environmental Committee. After the formation of the Association, the Environmental Committee for the Subdivision (herein called the "Committee") shall be the board of Directors of the Association, as constituted from time to time. 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.

2. Approval by Committee. No improvement, including but not limited to houses, barns, stables, swimming pools, tennis courts, ponds, flagpoles, aerials, antennas, fences, walls, garages, drives, parking areas, curbs and walks, shall be constructed or altered, nor shall natural vegetation be altered or destroyed, nor shall landscape development be performed, on any Lot, 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. 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.

3. Variances. Where circumstances such as topography, property lines, location of trees, 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 10% 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 votes entitled to be cast at an annual 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. The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.

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 Committee 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 the county in which the Lot is located.

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

3. Business Uses. No commercial business of any kind shall be permitted in the Subdivision.

4. Signs. One "For Rent" or "For Sale" sign no larger than 20 x 26 inches shall be permitted. One entrance gate sign of a style and design as approved by the Committee shall be permitted. Otherwise, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered, or permitted on any Lot.

5. Animals. No animals will be raised or bred on any lot for commercial purposes, and:

A. Household pets will be allowed. Household pets shall be housed and cared for in such a manner that they do not become a nuisance to other residents and the environment.

B. No more than four horses per Lot will be allowed without the approval of the Committee, and all horses on each

Lot shall be kept corralled in an area not exceeding one-half acre. Horses may be allowed to graze and pasture on a Lot for grass and weed control, but all horses must be fed supplementarily and kept corralled, because this type land requires at least 15 acres per year to feed each horse and the Subdivision is not capable of supporting extended grazing without damage to the natural grass and vegetation.

C. Pigs, goats and stallions are expressly prohibited in the Subdivision unless they meet the requirements of Paragraph 5.D. below.

D. Reasonable requests to own animals under supervised 4-H projects and for private family use will not be denied. The overriding criteria in acceptance or rejection of requests for other animals will be the proposed plan by the Lot owner as to how the animals will be housed and kept from becoming a nuisance to other residents or a danger to the environment.

6. Resubdivision. No Lot shall be resubdivided 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.

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 each be considered as one Lot for the purposes of these covenants.

8. Service Yards. Clotheslines, swimming pool filter tanks, fuel oil tanks and similar tanks, service equipment, 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.

9. Utility Lines. All water and gas lines within the limits of the Subdivision must be underground and may not be above ground. Electric, telephone and other utility lines within the limits of the Subdivision will be brought to each individual lot line by Intermountain REA, Mountain Bell Telephone, or other authorized utility company either below ground or above ground at the option of either the developer or the utility company. Utility lines may be brought from the lot line to the improvements constructed on the lot either above ground or underground at the option of the property owner with the concurrence of the utility company and the developer.

10. Gardens and Lawns. A family garden is permissible, but no additional ground shall be used for farming purposes, and, in order to preserve the natural environment, the aggregate area of garden and lawn on each Lot shall not exceed one acre.

11. Fencing. All fences on road frontages must be of wood or stone construction approved by the Committee. Fencing on all other boundaries must be of new construction. Wire may be woven or barbless. If barbless, a minimum of four strands must be used. Posts must be spaced a maximum of one rod. 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 or detached garage; and,
- C. A service-type barn or stable.

13. Construction. At the time plans and specifications receive approval, the prospective builder shall proceed diligently with the construction of the dwelling house and

garage, and the same shall be completed within a maximum period of nine months, except that this period may be enlarged 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, including treating or painting of wood, before occupancy.

14. Dwelling Size. The ground floor of each dwelling house, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a multi-level dwelling. When there are 1-1/2 or more stories to the dwelling, the total floor space, exclusive of basement, must be no less than 1,200 square feet.

15. Landscape. Approval shall be obtained from the Committee to cut down, clear or kill any tree on any Lot. Each and every Lot owner shall dispose of all trees cleared by him in such a manner that all Lots shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a Lot unsightly.

16. 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.

17. Off-Street Parking. Each dwelling house shall be constructed with adequate off-street parking area for at least two automobiles. No parking shall be allowed within the road right-of-way.

18. Sanitary Systems and Water 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 and the county in which the Lot is located.



19. Foundation, Cinderblock, and Concrete. If foundation, cinderblock or concrete is exposed they shall be painted or covered in a manner suitable to the Committee. Exterior portions of all buildings shall be either color mixed manufactured finished surface material, 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 corrugated type metal buildings will be allowed. Other metal buildings that, through their appearance, enhance the environmental surroundings will be allowed with the approval of the Committee.

22. Fireplaces, Chimneys and Open Fires. All fireplaces and chimneys shall be equipped and maintained with spark arresting screens. No open fires will be permitted within the Subdivision.

23. Natural Gas. At the time that there are sufficient dwellings in the Subdivision and the Association members vote by a two-thirds majority to incorporate natural gas facilities, all then present and future dwellings shall be connected to natural gas unless said dwelling is presently being serviced by all electric service or solar energy or a combination of both.

24. Nuisance. Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No obnoxious or offensive activities shall be carried on upon any tract. Obnoxious behavior on property with motor vehicles, whether from careless driving practice or from excessive noise, is prohibited. Storage of junk or old automobiles on Lots is prohibited. Trail bikes, scooters and motor vehicles will be used on approved roads only. Burial of humans or animals in either marked or unmarked graves is expressly prohibited. No open fires will be permitted and discharge of firearms and hunting are prohibited.

25. Garage. There shall be a garage provided for any and all vehicles and machinery, and the entrance to the garage shall not face a public road which is adjacent to the Lot. No inoperative vehicles or machinery shall be placed and remain on a Lot for more than 48 hours unless parked in a garage.

26. Oil and Mineral Operations. No oil drilling or development operations, oil refining or quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Lot.

27. Single Family. Single family shall mean one head of the household and his legal dependents. Multiple families in one dwelling are expressly forbidden.

28. Setback. No building shall be located nearer than 50 feet to any Lot boundary.

#### 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.

2. Irrigation and Drainage Easements. Subdivider hereby reserves to itself, and its successors and assigns, perpetual easements across the land in the Subdivision

along all irrigation and drainage swales and ditches presently in existence or hereafter constructed or confined with the consent of the owners of Lots across which the water flows for the purposes of constructing, maintaining and operating ditches for proper irrigation and drainage of all Lots. Subdivider similarly reserves to itself, and its successors and assigns, the right to irrigate and go on all such Lots at all reasonable times, for the purposes of preserving and maintaining the natural beauty.

#### 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 or threatened 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-day 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, 1999, at which time they shall be automatically extended for successive terms of 10 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. Amendment. 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.

EXECUTED as of April 7, 1981.

ATTEST:

PEYTON PINES

By: Ambrose Development Company  
Managing General Partner

*Julia B. Stapp*  
Julia B. Stapp  
Assistant Secretary

By: *H. Lee Ambrose*  
H. Lee Ambrose, Vice President

STATE OF COLORADO )  
  ) ss,  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of April, 1981 by H. Lee Ambrose and Julia B. Stapp as Vice President and Assistant Secretary of Ambrose Development Company, Managing General Partner of Peyton Pines, a Colorado limited partnership.

WITNESS my hand and official seal.

My commission expires: 7-28-84



*Theresa M. Spares*  
Notary Public