

CHATFIELD EAST SUBDIVISION (Original dated 1978)

Moeller-Graf Associates 385 Inverness Pkwy #200

ENGLEWOOD, CO 80112

PROTECTIVE COVENANTS OF CHATFIELD EAST

YELLOW HIGHLIGHT INDICATES A CHANGE

TAN HIGHLIGHT INDICATES A RELOCATION/or CLARIFICATION OF EXISTING COVENANT/RULE

UNDERLINED TEXT INDICATES CCIOA LAW

Suggestions made at Annual Meeting in RED

RECITALS

1. The Association is the owners' association for the Chatfield East Subdivision, (the "Subdivision"). The Subdivision was created by, among other documents, the Protective Covenants of Chatfield East, recorded May 26, 1978 at Reception No. 217867 in the records of the Clerk and Recorder of Douglas County, Colorado, as amended and supplemented from time to time (the "Covenants"), and the Plat Map of Chatfield East recorded May 23, 1978, at Reception No. 217696 in the same records, as corrected and amended from time to time, (collectively referred to as the "Map"). Terms which are defined in the Covenants shall have the same meanings herein unless otherwise defined.

DEFINITIONS: For the purpose of clarity and continuity the following terms shall be used:

- Subdivision
- Covenants
- Lot Owner
- Vehicle
- Rural Residential
- Hobby Business (type 1)
- Fencing
- Open Space
- Pedestrian/Equestrian Trails
- Single Family Residence
- Household Pets
- Livestock
- Violations
- Variance

2. The original 1978 Covenants authorizes amendment to the Covenants "by an instrument signed by sixty (60%) percent of the then owners of the lots, such instruments to be recorded agreeing to change said covenants in whole or in part." Amendment is also authorized by applicable provisions of the Colorado Common Interest Ownership Act,

Colorado Revised Statutes §§ 38-33.3-101 et. seq. (“CCIOA”).

3. The original 1978 Covenants were drafted forty years ago by the original Subdivider. The owners of lots within the Subdivision find that it would be in the best interest of the Subdivision to modernize, update and clarify the architectural control provisions and use restrictions, so as to provide for uniform, consistent and efficient regulation of improvements on the lots within the Subdivision, as well as bringing the covenants into compliance with CCIOA. Clarity will reduce misunderstandings and legal challenges.
4. NOW, THEREFORE, in accordance with and subject to the provisions of CCIOA and the Covenants, as amended and supplemented, the Association adopts the following reorganization and rewriting of the original 1978 Covenants as follows
5. This is a complete restatement of the Covenants, and all amendments, thus this restatement makes the original covenants and prior amendments null and void.

1. The Chatfield East subdivision is a part of Section 21 and 28, Township 6 South, Range 68 West of the 6th P.M. Douglas County, Colorado.

All lots in all blocks in said subdivision shall be known and described as residential lots and will be restricted by all the covenants contained herein. No structure whatsoever, other than one private single-family dwelling together with a private garage and suitable barn or shed for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any lot. There shall be no more than one (1) residence per lot. No lot shall be further subdivided.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary (approved duration required) office, trailer office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings.

There shall be no buildings or fences constructed on bridle paths as shown on the plat. There is a 100-year flood plain platted in the subdivision which will not allow any dwelling units to be constructed on it. The CEPOA assumes no liability in regard to any construction performed in this area or any loss occurring from flood damages.

No portion of any property shall be used as an access road to any other property or as an access to an area outside of the Chatfield East Subdivision.

Size, type and location of mailboxes shall be determined by the U.S. Postal Service.

2. ANIMALS AND WILDLIFE

1. Wildlife and habitat for wildlife shall be fully protected by all lot owners (rodents and poisonous snakes excepted). Open space (Tracts A & B) shall be maintained in the best

- interest of wildlife with enforcement and control regulated by the Homeowners' Association. No hunting allowed in the open space or anywhere in Chatfield East.
2. No animals will be raised on any lot for commercial reasons. Household pets will be allowed. However, no more than four in total household pets (4) of any kind will be allowed without approval of the CEPOA or its assigns. Dogs are not allowed to run at large outside their owners' property. When walking within the subdivision all dogs must be kept on leash and owners are responsible for cleaning up after their pets. See County guidelines for definition of a household pet.
 3. A maximum of four (4) horses will be allowed. In order to prevent overgrazing, livestock shall be kept in a small corral not to exceed twenty-five percent (25%) of the lot size and only allowed to occasionally graze in remaining native grass. Supplementary feeding will be necessary to maintain animals.
 4. Other animals will be allowed only with the approval of the CEPOA and /or in accordance with the Douglas County zoning regulations.
 5. All barns, sheds, corrals and other animal facilities must be kept clean and odor free. The Architectural Control Committee's approval is expressly required for any construction or exterior remodeling of buildings for livestock.

3. GARDENS/LANDSCAPE

1. A family garden not to exceed 1,000 square feet is permissible, but no additional ground shall be broken for farming or agricultural purposes.
2. Each lot owner is required to plant at least six (6) trees within one (1) year of the completion of the residence on the lot. More trees are encouraged. Dead trees should be removed in a timely manner.
3. Denver Aquifer allows up to 3,900 sq.ft. of irrigated landscaping, Arapahoe Aquifer allows 5,000 sq. ft.
4. To decrease the threat of wildfires, firebreaks and frequent mowing are encouraged.
5. "Denver Aquifer allows up to 3,900 sq.ft. of irrigated landscaping, Denver Aquifer allows 5,000 sq. f...".

4. BUSINESSES

No store, office or other place of business of any kind shall be allowed in Chatfield East that generates excessive commercial traffic. Residences may be used as a home office, a hobby business (Class 1) or an internet business provided that said use does not hold sales inventory or have outside storage of business materials or business equipment. No more than one (1) personal business vehicle shall be stored on the outside of the property, that no significant numbers of employees or customers commute to said residence. Traffic shall not be generated which significantly affects the residential character of the subdivision.

In compliance with state law, one (1) Small in-home daycare **will be** allowed within CEPOA. Said business shall carry appropriate liability insurance for their business and shall name the CEPOA as an assigned to be held harmless of any business-related liability.

5. SEWAGE/SOILS/WASTE

- A. Sewage shall be disposed of only by and through a septic system designed by a qualified engineer with adequate dimensions and capacity and of a type approved by Tri-County Health Department or an approved municipal service if available. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials and the County and State, and no sewage, waste, water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract in this subdivision except for large social events and during construction phases . All toilet facilities must be a part of the residence or garage and shall be a modern flush type and connected with a proper septic tank system.
- B. The type of soils present in some lots may not meet requirements as to their ability to support standard absorption fields, therefore, construction limitations may exist. The following studies must be obtained before construction is to take place on any lot:
- a. A foundation soil analysis performed by a qualified soils engineer
 - b. A percolation assessment/report for an absorption field designed by a qualified engineer
- C. No portion of the property shall be used or maintained as a dumping ground for rubbish, hazardous waste, trash, garbage or other waste. Trash, garbage or other waste shall be kept in sanitary containers. All **incinerators** or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

6. SIGNS

Owner(s) or occupant(s) may display one political sign on the owner's property or in the residence's window for each contested election and ballot issue from 45 days before through 7 days after election up to the size and of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.

No trespassing, no-solicitor and alarm company **signs** are allowed, as well as signs indicating bridle paths.

7. OIL AND GAS DRILLING

No oil or gas drilling, oil or gas development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other

structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building lot.

8. VEHICLES AND PARKING

1. No motor vehicle or trailer of any type shall be permitted to remain **outdoors** on the property in a non-operating condition of more than thirty (30) days. **No vehicles or trailers are allowed to be stored outdoors unless they are registered to the lot occupant(s) with valid plates, unless the BOD grants a variance. Parking shall be accommodated on site with no parking allowed on public streets (temporary parking is allowed for special events). Tractors or other heavy equipment are allowed if the sole use is for routine lot maintenance and no business purposes.**
2. **Vehicular structures without transportation purposes are defined for the purpose of this Regulation to include, but are not limited to, race tracks, drag strips, obstacle courses and demolition arenas, either formally or informally constructed, for the purpose of providing a means for motorized or non-motorized vehicular use. Vehicular structures excluded from this definition include formal driveways constructed primarily for ingress and egress to a residence or permanent garage (subject to the approval of the Architectural Control Committee), and formal residential roads.**
3. **Motorized vehicles are expressly prohibited from all CEPOA open space including bridle paths, recreation areas and flood plain areas except for maintenance vehicles.**
4. **No land may be used as an outside storage area for the purpose of collecting, dismantling, storing, or selling of junk, trash, rubbish, refuse of any kind, remnants of wood, metal, or plastic, discarded materials, inoperative vehicles or dismantled machinery, whether or not the same could be put to any reasonable use, unless approved as a use by special review in the GI zoning district.**
5. **Unlicensed, operable vehicles parked outside shall be concealed by a solid fence, berm, vegetative barrier, or a combination thereof. Inoperable vehicles are prohibited.**

9. PROPANE TANKS

Propane tanks, if used, must be camouflaged by building and/or landscaping so that they cannot be seen from subdivision roads.

10. FIRES, FIREARMS, NOXIOUS ACTIVITY, FIREWORKS

1.No noxious or offensive activity shall be carried out within the subdivision nor shall anything be done or permitted which will constitute a public nuisance or threat therein. Nor shall any firearms be discharged within the subdivision **except for air rifles such as bb guns as long as projectile does not leave your property.** Firearms as used herein shall be construed to mean rifles, shotguns, pistols, cannons, or explosives. Fireworks are strictly

prohibited. Open fires are strictly prohibited. Fires safely contained in fire pits, grills or chimineas are allowed.

11. EASEMENTS/ SETBACKS

SETBACKS: No building, fence or other structure shall be erected less than 75 feet from front of property or 40 feet from side and rear of property side and rear of property line.

Easements and rights of way as shown on the recorded plat or plats, are hereby reserved in this subdivision for bridle paths, poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utilities service purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair.

No fence or structure whatever shall be constructed on the CEPOA Bridle Paths.

Bridle paths are for CEPOA residents only, and only for pedestrian/equestrian use.

12. WATER

The Association as well as any owner shall adhere to the most current governing Water Decrees. The Board May investigate ways to research and/or renegotiate the degrees in the interest of the community. Any change that requires significant action or expense by the membership will be submitted to the membership for vote. See cepoa.org for complete Water information.

13. ARCHITECTURAL CONTROL

a. COMPOSITION OF COMMITTEE

An Architectural Control Committee for Chatfield East is constituted. It shall consist of three (3) persons appointed by the Board of the Association, Each such appointment shall be made for a 3-year term of office, subject to the aforesaid power of removal, The Board of Directors (BOD) may reappoint members by mutual agreement of the Board of Directors and the member, or may choose to appoint a different member at the end of each three-year term. In the case there are fewer than three (3) members, the board may appoint temporary members. In the absence of any appointment, the Board of Directors shall be the Committee until such time as a new committee can be formed. The Architectural Control Committee is subject to the direction of the Board and must report to the Board as and when directed to do so. The Board may remove Architectural Control Committee members at any time for any reason or no reason. A majority of the Architectural Control Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for service performed pursuant to this covenant. Members of the Committee, like the Board and other Committee's, will be exempt from personal liability when acting within the scope of their official duties.

The Architectural Control Committee (ACC) has been formed by the Chatfield East Property Owners Association (CEPOA) and has the task of reviewing and approving of all plans for all improvements (new or remodeled dwellings, outbuildings, decks, gazebos, greenhouses, patio covers, fences, dog runs, etc.) to be constructed on each Chatfield East lot. ACC approval is not required for improvements or changes that are limited to interior only.

ACC Guideline updates may be adopted by CEPOA vote of simple majority. Complete ACC Guidelines shall be available at cepoa.org. Homeowners should refer to the latest ACC Guidelines before considering any applicable architectural changes.

The purpose of the ACC is to ensure and maintain the superior quality of the improvements constructed on the project and to protect the effects of the improvements on any adjacent or neighboring properties.

Failure to gain approval by the ACC before beginning any construction will constitute a covenant violation and may include fines as outlined in the bylaws.

No construction may commence until final written approval of all construction drawings has been granted by the ACC and a building permit has been issued for the ACC - approved plans by the Douglas County Building Department. At least 15 days prior to commencement of construction the applicant shall submit to the ACC, at least one set of the final construction drawings to ensure that the construction drawings are in compliance with the final submittal. Any modification to the approved plans during construction must be submitted to the ACC for re-approval.

Applicants will have 270 days to complete the project after approval is received by the ACC. Requests for extension can be submitted to the ACC for consideration.

The ACC reserves the right to waive or vary any of the procedures or architectural guidelines at its discretion, for good cause shown. Any waiver or variance granted shall be considered unique and will NOT set any precedent for future decisions. Architectural guidelines included in this document may change from time to time to reflect new and changing conditions. Members will be notified via email when changes are made to the ACC Guidelines. Owners contemplating activities covered herein should obtain the most recently approved version of the design architectural guidelines from the CEPOA via the Chatfield East website at cepoa.org.

Neither the ACC nor its assignees shall be liable for damages to anyone submitting plans for approval, or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any plans or specifications. Every Owner or other person who submits plans to the committee

for approval agrees, by submission of such plans and specifications, that they will NOT bring an action or suit against the committee or its individual members to recover damages.

14. ASSESSMENTS

1. Dues are billed January 1, due January 31
2. Second Notice goes out Feb. 1, due end of February (Grace Period)
 2. Late payment fee of \$50 Late Payment Fee of \$50 assessed March 1, due end of March and monthly for every part of month that the dues or late fee are outstanding
3. April 1 the account is turned over to attorneys for collection. Property owners will have to pay all attorney and collection fees, lien fees and legal fees in addition to late fees.

15. ENFORCEMENT OF COVENANTS

Violations. A violation is defined as any action, behavior, or architectural matter that stands in opposition to the covenants laid out here. A violation may be reported by a resident or noticed by a board member. Once a violation has been confirmed, the following actions shall be taken:

1. **Notification.** The violation shall be brought to the attention of the offending homeowner in written notification in letter form via mail or email. In the notification communication, the Board of Directors will outline the violation, point out the article in the Covenant that is being violated and provide a deadline for remedy, and a schedule of penalties to commence if the deadline passes with no remedy. The deadline for remediation shall depend on the severity of the violation and whether the violation presents an immediate health or safety concern for the community. Whether or not the homeowner acknowledges this notification, the written notification shall serve as official notification of the violation.
2. **Response.** The homeowner may respond to the notification of violation in written notification in letter form via mail or email to the President of the Board of Directors, or may attend a regular Board of Directors meeting in person to discuss. Meeting dates, times and locations are posted on cepoa.org.
3. **Resolution.** The homeowner shall notify the Board of Directors when the violation has been remedied. If the homeowner does not notify the Board of Directors of the remedy, the Board of Directors will follow up with the homeowner at the deadline for remedy set at the initial notification. If the violation remains unresolved, the Board of Directors may take any or all of the following actions:
 - a. **Fines.** The Board of Directors may levy fines for violations ranging from \$500 - \$10,000 per month depending on the severity of the violation and the risk it imposes to the health or safety of the community.

- b. **Summary Abatement.** Whenever the Board of Directors of the Association shall find and determine that there shall have been erected on any residential lot any structure which is in violation of these covenants, the Board of the Association or its designees, shall have the right to enter upon the residential lot where such violation has been found to exist, and to summarily abate and remove at the expense of the owners thereof, any structure, situation or condition that may exist on said property contrary to the intent and meaning of these covenants; neither the Association or its agents assigns or designees shall be deemed guilty in any manner of trespass for such entry, abatement or removal, and by acceptance of a deed subject to these covenants, the owner of any such lot expressly consents to such entry. Costs of expenses of such entry, abatement and removal, shall be and remain a lien upon the residential lot, by recording a written statement in the office of the Douglas County Clerk and Recorded as provided in paragraph 18 above.
- c. **Judicial Enforcement.** Without limiting the foregoing remedy, if any owner shall suffer or permit a violation or threaten to violate any covenant herein contained, any other owner of a residential lot in the subdivision may institute proceedings at law or equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them and to recover damages actual and punitive, together with reasonable attorneys' fees for such violation. Upon approval of the bringing such action by the Board of Directors of the Association, said owner seeking to enforce these covenants shall be entitled to reimbursement of any attorneys' fees not otherwise recovered in connection with such action, from the enforcement of covenants funds established in paragraph 17 of these covenants. The Board of Directors of the Association, upon finding that a violation of these covenants exists and upon failure or refusal of the owner of the residential lot upon which such violation exists to comply herewith, shall institute proceedings at law or equity to recover damages for the violation or to restrain such violation or threatened violation or to modify or remove structures fully or partially completed in violation of these covenants, and to recover damages actual and punitive, together with reasonable attorney' fees and costs incurred in connection with enforcing these covenants. Costs of maintaining any such action shall be obtained from the enforcement of covenants. Failure of the Association or any owner to enforce any covenant or restriction herein appearing, shall in no event be deemed a waiver of the right to do so thereafter.

16. CONFLICT RESOLUTION

It is important to resolve conflict among HOA members without resorting to court action wherever possible. As such, **mediation is encouraged**. If a dispute arises that is not resolved, the parties must first proceed, in good faith, to mediation or arbitration. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic). Nothing in this Section prohibits either party from filing a lawsuit before or after the date of written notice requesting mediation.

17. CONVEYANCE OF PROPERTY

- A. Chatfield East Development Company shall convey to Chatfield East Property Owners Association, as its sole and separate property, the recreation areas and other common areas identified on the recorded plat together with a non-tributary well to be located at a point near the center of Section 21, Township 6 South, Range 68 West of the 6th Principal Meridian, Douglas County, Colorado, together with all appurtenances thereto including pumps and piping, all of said properties to be thereafter held, owned, maintained and policed by the Property Owners Association.
- B. For the purpose of providing for the continued maintenance, care, repair and improvements of recreation areas, riding courses, and other common areas as shown on the recorded plat of Chatfield East subdivision, Douglas County, Colorado, which is necessary, required or desirable within the subdivision, for the general use and benefit of all property owners, each and every property owner, at any time, in accepting a deed or contract for any property within the subdivision agrees to be and shall be a member of and be subject to the obligations and duly enacted bylaws and rules of Chatfield East Property Owners Association, Inc., a Colorado nonprofit Corporation. In the event of multiple ownership at a residential lot, all persons owning the lot shall be members of the Association, but any vote shall be exercised as the persons owning the lot shall determine among themselves, and in no event shall more than one vote be cast with respect to any single residential lot.
- C. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of ten (10) years; provided, however, that these covenants can be changed at any time by an instrument signed by sixty percent (60% = 62 members) of the then owners of the lots, such instruments to be recorded agreeing to change said covenants in whole or in part.

18. Severability

Invalidation of any one of these restrictions by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Hold harmless

CEPOA Board and Committee members are assumed to be acting in the best interest of the membership and are hereby held harmless of any liability while acting in good faith.

DRAFT

DATED this _____ day of _____

CHATFIELD EAST DEVELOPMENT COMPANY, a General Partnership By:

STATE OF COLORADO)

) ss.

COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____ by _____, General Partner of Chatfield East Development Company, a General Partnership.

Witness my hand and official seal.

My Commission expires: _____

NOTARY PUBLIC