

## DECLARATION OF PROTECTIVE COVENANTS PERTAINING TO

PARCELS 1, 2, 3, 4, 5, 6 SECTION 9, TOWNSHIP 5 SOUTH, RANGE 61 WEST OF THE 6<sup>th</sup> P.M.

This Declaration of Protective Covenants ("**Covenants**"), pertaining to six (40+) acre parcels ("**Parcel(s)**") located in Section 9, Township 5 South, Range 61 West of the 6<sup>th</sup> P.M. and described on EXHIBIT "A" Land Survey Plat ("**Plat**") attached hereto and incorporated herein, is made this **14<sup>th</sup> day of May 2022**, by Cecil J. Elpers and Susan G. Elpers ("**Declarant**"). By their authority as owner and seller of the Parcels, Declarant hereby imposes the following protective covenants restricting the development and use of said Parcels.

**PURPOSE OF DECLARATION:** These Covenants have been established and recorded in the real property records of Arapahoe County, Colorado, as a means to form a safe and attractive residential community for the benefit of all Parcel owners ( each an "**Owner**" and collectively the "**Owners**").

**APPURTENANCE:** These Covenants are appurtenant to and shall run with the Parcels and be binding on Declarant, its grantees, successors and assigns, and all parties having acquired any right, title or interest in or to all or part of the Parcels.

**IMPROVEMENTS:** All residential dwellings ("**Homes**") and outbuildings, including, but not limited to garages, storage sheds, shops, barns and loafing sheds ("**Outbuildings**"), must be made of high-quality building materials and built to professional standards by licensed contractors.

**ACCEPTABLE CONSTRUCTION TYPES:** Homes constructed on the Parcels are limited to the following construction types: traditional stick built (site built), factory-built, also known modular or prefabricated homes, built to the current (IRC) International Residential Code for Arapahoe County, panelized homes assembled on the Parcel, steel frame, structural insulated panel (SIP) and concrete homes using either concrete masonry units (CMUs) or insulated concrete forms. All factory built building plans must be stamped approved by the State of Colorado. **NO mobile homes, manufactured homes or HUD code homes are allowed on any of the Parcels.**

**HOME MATERIALS & COLOR:** Homes constructed on the Parcels are limited to the following types of primary exterior siding: wood, engineered wood, fiber cement siding, stamped metal siding, brick, stone, stucco and /or stamped concrete. Vinyl sided Homes are not allowed. Metal sided buildings (similar to that used on shops and barns) with living quarters permitted through Arapahoe County are allowed.

**ROOFING:** Home roofs must have a minimum 2/12 roof pitch with a minimum overhang of 10 inches. Flat roofs are allowed on Spanish style homes. Roof materials and colors shall be consistent with the architecture and exterior wall material and color of the Home. Concrete, clay or synthetic tiles, asphalt shingles or high-quality metal are acceptable. Other materials are allowed if they are of high quality and are compatible with the design and appearance of the Home.

**SINGLE STORY SQUARE FOOTAGE:** Single story (ranch) style Homes shall have a minimum 1,450 square feet, exclusive of basements, garages, porches, patios and accessory structures

**TWO STORY SQUARE FOOTAGE:** Two story Homes shall have a minimum 1,450 square feet on the main floor, exclusive of basements, garages, porches, patios and accessory structures.



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**WALKOUT BASEMENTS:** The exterior basement walls of walkout basements facing the Private Access Road must be finished with concrete siding, stucco, brick, stone or matching siding.

**COMPLETION OF CONSTRUCTION:** Home construction must be complete with the issuance of a certificate of occupancy within 15 months after issuance of the building permit from Arapahoe County. Outbuildings must be completed within 6 months after issuance of the building permit. Outbuildings can be built before the Home and /or without a Home.

**ARAPAHOE COUNTY ZONING AND BUILDING CODE:** Only one single family Home will be allowed on any one Parcel per Arapahoe County zoning regulations. Owners will adhere to Arapahoe County Zoning and Building Code setback requirements for all improvements placed on the Parcels.

**DRIVEWAYS:** Driveways must be built to Byers Fire Department emergency vehicle specifications .

**TEMPORARY HOUSING:** No temporary housing, such as but not limited to the use of tiny homes, RV's, campers and /or 5<sup>th</sup> wheels, for living purposes, will be allowed on the Parcels except for a limited to a period not to exceed 12 months while the Home is under construction unless an extension is granted by Arapahoe County.

**STORAGE CONTAINERS:** Storage containers or conex containers are only allowed on a temporary basis not to exceed 1 year for the storing or moving of materials during Home and /or outbuilding construction. If storage containers are to remain on the Parcels for more than one year they must meet the following criteria: 1) maximum of four containers per parcel, 2) they must all be the same size and color, 3) only subuded and unobtrusive earth tone colors compatible with the environment are allowed on the containers 4) containers must be maintained with a good coat of paint with little to no rust and dents, 5) containers must all be located uniformly side by side (not spread out, staggered, end to end or in a U or L shaped configuration).

**TRASH, RUBBISH, TRAILERS, STORAGE CONTAINERS, JUNK VEHICLES /MACHINERY:** No Parcel will be used for storing trailer houses or unregistered or inoperable automobiles, semi-trailers, RV's, 5<sup>th</sup> Wheels, campers or other miscellaneous machinery that is not used on a regular basis unless stored in an enclosed Outbuilding. No portion of any Parcel shall be used for the outdoor storing of fires, trash, rubbish, debris, garbage or other waste of any kind except on a temporary basis before being disposed of. Waste accumulating on Parcels must be removed promptly. Burning of trash or other refuse shall be carefully managed and controlled as to not create a fire hazard and generally requires a permit from the local fire department.

**FENCES:** All fences constructed on the Parcels must be made of customary, high-quality material built to professional standards. Crooked, sagging and poorly maintained fences and /or corrals are not allowed. Railroad ties are not allowed for fencing or corrals. Owners are encouraged to meet with adjacent Owners to discuss material, location, ownership and maintenance of fences prior to construction to avoid harm to livestock especially when using barbed wire. Owner's may want to consider building the fence a minimum of 6" inside of their Parcel boundary to avoid ownership and maintenance conflict.

**ANIMALS AND LIVESTOCK:** Animals shall be managed so as not to create an excessive noise, odor, or trespassing nuisance to adjacent Owners. Dogs will not be allowed to roam unto other Parcels. Dogs that bark excessively will be confined indoors. Overgrazing creates a wind and water erosion hazard and is not permitted except for a maximum of 2 acres for livestock confinement areas and /or outdoor riding arenas. Confinement areas and arenas must be professionally constructed of customary, quality materials designed for such use.

**FARMING:** Pasture grass is required to be maintained on all Parcels except for not more than 3 acres per Parcel for farming and /or gardening. Weeds must be maintained on any farming area.

**NOXIOUS WEEDS / PRAIRIE DOGS:** Owners will work diligently to control Prairie Dogs and weeds including but not limited to Common Mullen, Canadian Thistle and Bindweed, and, which can easily spread to neighboring Parcels. Weeds will not be permitted as a substitute for grass and/or landscaping.

**RESTRICTED USES:** No parcel shall be used for a solar farm, marijuana production and/or to relocate prairie dogs.

**OFFENSIVE ACTIVITY:** Owners agree to be safe and considerate of other Owners when engaging in potentially dangerous and noisy activities including but not limited to the shooting of firearms and /or operation of dirt bikes/off-road vehicles. Owner's agree to conduct such activities as far as possible from other Dwellings, avoid early morning and /or after sunset activities and limit duration to 2 hours per day especially when such activities occur on a regular basis.

**COMMERCIAL ENTERPRISES:** Offices or home-based businesses may be maintained in accordance with applicable county zoning ordinances and regulations.

**ACCESS EASEMENT:** Declarant hereby grants to the Owner of each Parcel and such Owner's successors, assigns, tenants, guests, and invitees a perpetual, non-exclusive easement for ingress, egress and regress and a perpetual, nonexclusive easement for utility lines and related facilities on, over and across the 60' access and utility easement described on the Land Survey Plat as the "60' Access & Utility Easement" and hereinafter referred to as the "**Access Easement**". The crown and road base on the Access Easement shall be constructed and maintained according to Arapahoe County and Emergency Vehicle specifications. All Parcel Owners accessing their Parcels off of the Access Easement shall equally share in the cost of any maintenance and /or snow removal. Any maintenance must be done so as to keep the road aggregate on the Access Easement and to maintain the road crown. Parcel Owners will not be allowed to damage or deface the Access Easement by their use, cutting up or peeling out with vehicles or off-road 4-wheelers and dirt bikes. The Access Easement ditch maintained in grass will not be used for off-road vehicle or dirt bike trails. Parcel Owners agree to repair any damage to the Access Easement caused by themselves, their invitees and /or their contractors.

**NON-LIABILITY OF DECLARANT:** Declarant and Declarant's affiliates, representatives, and agents and their respective successors and assigns shall not be held responsible or liable to any Owner with respect to the terms or conditions of these Covenants, enforcement of or failure to enforce these Covenants, or any other action or inaction related to these Covenants. It is up to the individual Owners to uphold their commitment to adhere to these Covenants and to enforce these Covenants.

**AMENDMENT; TERMINATION:** These covenants are to run with the Parcels and shall be binding on all Owners unless an instrument signed by four (4) or more Owners, (one Owner signature per Parcel), agreeing to terminate or to amend these Covenants is recorded in the real property records of Arapahoe County, Colorado.

**NO REPRESENTATIONS AND WARRANTIES:** No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, or by any of Declarant's affiliates, agents, or representatives, in connection with any portion of the Property or any improvement on the Property, its physical condition, structural integrity, freedom from defects, zoning, building codes, compliance with applicable laws, fitness for intended use, retention of views, or in connection with the development, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless specifically set forth in writing.

**GOVERNING LAW:** These Covenants shall be interpreted and governed by the laws of the State of Colorado. Exclusive venue for any legal action shall be Arapahoe County, Colorado.

**COSTS AND ATTORNEYS' FEES:** *In any action or proceeding to enforce any provision of these Covenants, the prevailing party shall be awarded such party's costs and expenses incurred in such action, including, without limitation, reasonable attorneys' fees and costs.*

IN WITNESS WHEREOF, the undersigned executes these Covenants as of the date first above written.

DECLARANT:

Cecil J. Elpers  
Cecil J. Elpers

Susan G. Elpers  
Susan G. Elpers

STATE OF COLORADO

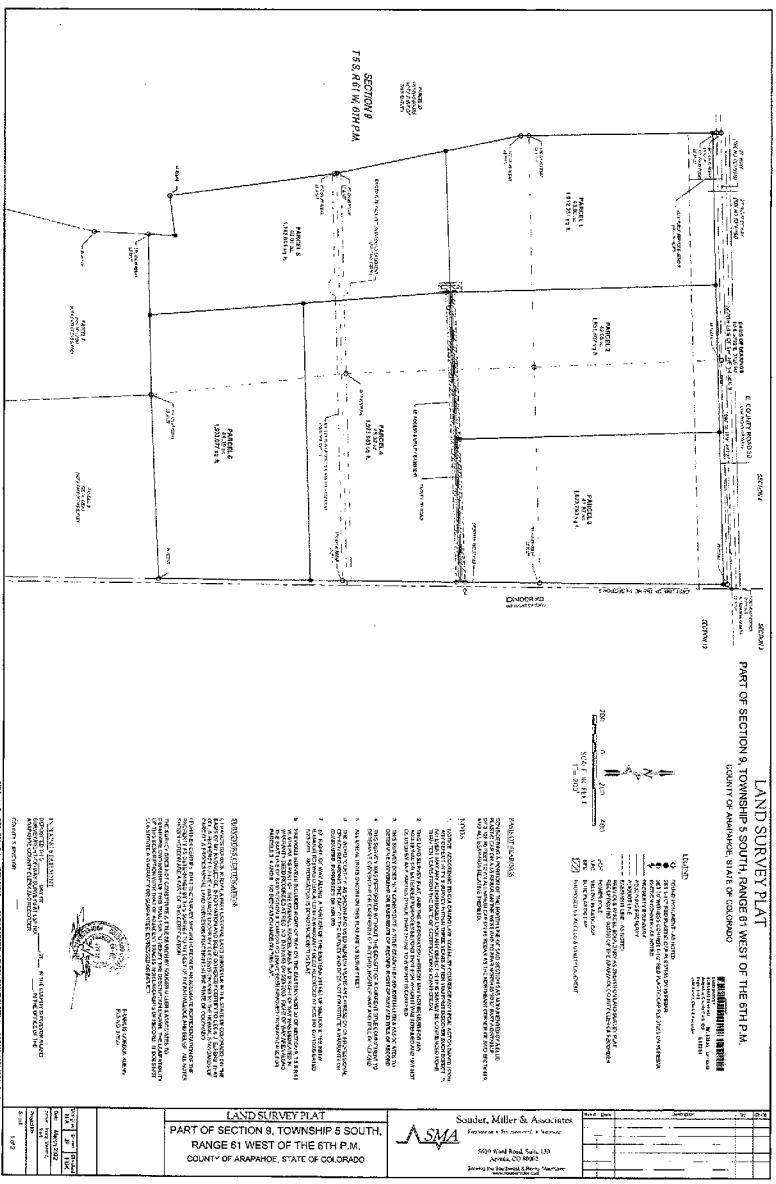
COUNTY OF ARAPAHOE

The forgoing instrument was acknowledged before me this 14<sup>th</sup> day of May, ~~2020~~ <sup>2022</sup> 14, by Cecil J. Elpers and Susan G. Elpers.

My commission expires 7/27/2022

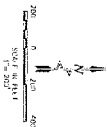
Jordyn Joyce  
Notary Public

JORDYN JOYCE  
Notary Public  
State of Colorado  
Notary ID # 20184030278  
My Commission Expires 07-27-2026



**LAND SURVEY PLAT**  
 PART OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 61 WEST OF THE 6TH P.M.,  
 COUNTY OF ARAPAHOE, STATE OF COLORADO

**PREPARED BY:**  
 SAUDER, MILLER & ASSOCIATES  
 5609 1/2 ROAD 200, LTD.  
 DENVER, COLORADO 80202



**PARTY LIST**

1. SAUDER, MILLER & ASSOCIATES, SURVEYORS
2. [Name], OWNER
3. [Name], OWNER
4. [Name], OWNER
5. [Name], OWNER
6. [Name], OWNER
7. [Name], OWNER
8. [Name], OWNER
9. [Name], OWNER
10. [Name], OWNER

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO SURVEYING ACT, AS AMENDED.
2. THE SURVEY WAS MADE BY MEASUREMENTS MADE IN THE FIELD BY THE SURVEYORS.
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**REMARKS:**  
 1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO SURVEYING ACT, AS AMENDED.

<p><b>LAND SURVEY PLAT</b>          PART OF SECTION 8, TOWNSHIP 5 SOUTH,          RANGE 61 WEST OF THE 6TH P.M.,          COUNTY OF ARAPAHOE, STATE OF COLORADO</p>		<p>Sauder, Miller &amp; Associates          5609 1/2 ROAD 200, LTD.          DENVER, COLORADO 80202</p>
Acres	Date	Page

