



**COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE
SPRING RANCH PROPERTY
OWNERS ASSOCIATION
INCLUDING 2001 AMENDMENTS**

all property owners in the Spring Ranch subdivision. Each said fee simple property owner shall become a member immediately and automatically upon becoming a lot owner. Each owner shall be subject to the duties and responsibilities and advantages of being a member, according to these covenants, conditions and restrictions, as well as the By-Laws and rules as established for the Spring Ranch Property Owners' Association, Inc. All owners shall have their deeds to lots recorded promptly, not later than one week after the receipt of same, in the office of the County Clerk and Recorder of Jefferson County, Colorado.

6. **"Owner"** shall mean the record owner, whether of one or more persons or entities, of the fee simple title to any single family lot situated within the subdivision which is subject to this Declaration. "Owner" shall not include or refer to a lessee or renter; or, to a mortgagee, beneficiary of a deed of trust, or lien holder unless and until such party has acquired title pursuant to foreclosure or by virtue of any applicable procedure under a lien foreclosure.
7. **"Declarant"** or **"Developer"** shall refer to Coring Corporation, a corporation formed under the laws of the State of Colorado. It is the sole record owner of the property at the time this Declaration is made. If Coring Corporation shall hereafter cease to exist or to own the property, then its successors or assigns shall become and thereupon be the recognized Developer.
8. **"Architectural Control Committee"** shall refer to the Committee established by this Declaration. It is responsible for reviewing, approving or disapproving all plans and applications required by the provisions of this Declaration as submitted by owners of lots and builders as to all aspects of use, buildings, improvements, construction, changes and alterations on lots, driveways, structures, landscaping and other developmental elements. The Committee shall exercise its obligations with due regard to this Declaration and all applicable and established regulations, laws and standards. The Architectural Control Committee may be referred to as the "Committee" when appropriate.

Article Four

A. Covenants, Conditions and Restrictions

The unique and open nature of the property and the visibility among the lots demand the careful selection of dwelling sites and the careful control of heights of any structure thereon by an evaluation of the specific characteristics of each particular lot, its neighboring lots and its surroundings to insure the most benefit to each lot owner.

Therefore, the following land use and building restrictions are required:

1. No dwelling or other structure which exceeds height limitations established herein when viewed from the roads, drives or other lots shall be constructed or permitted on any lot.
2. No building site shall be used for other than private residential and non-organizational single family purposes, and each site shall be limited to one single family residence. Each lot shall have one dwelling site which must be approved in writing by the Committee prior to the preparation of preliminary plans and before construction begins.
3. An owner and/or his architect shall meet with the Committee to explore and resolve any questions regarding selection of a dwelling site and any proposed construction in Spring Ranch.
4. No improvement, building or structure shall be constructed, erected, placed, altered, maintained or permitted on any site or lot which does not comply with, nor shall any

changes be made which do not comply with this Declaration and the Jefferson County, Colorado, Planning and Zoning Ordinances. No improvement, building or structure shall be constructed, erected, be under construction or maintained unless in strict accordance with approved plans and specifications. Nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed on any lot, until plans and specifications with respect to the proposed construction in manner and form satisfactory to the Committee have been submitted to and approved in writing by it.

5. No building shall be erected, altered, or placed on any lot unless it is in compliance with this Declaration; however, any building existing on a lot when this Declaration is filed for record may be maintained on the lot in good condition for not to exceed eighteen months hereafter and must then be removed within thirty days and the site restored to its former natural condition as much as reasonably possible.
6. No trailer, motor or mobile home, or any part thereof, basement, tent, shack, garage, or any other building or thing shall be used as a habitation at any time. For a period not to exceed six months, during construction, if written advance approval by the Committee is obtained, a permit may be granted to the lot owner for use of a suitable trailer, and/or mobile home as a temporary construction office.
7. Neither during construction nor at any other time, shall a lot or site be used as a habitation for any organizational, commercial or business purpose, which is not permitted by the applicable zoning laws, as specifically described in Section 8: Home Occupations, Jefferson County Zoning Ordinance, orig. 6-23-81.
8. Plans and specifications showing the proposed improvements shall include, but not be limited to: the complete structure, including exterior elevations, floor plans and sections and shall show framing, floors, roofs, decks, windows, and chimneys as well as the specifications of principal exterior materials and color schemes. A plot plan shall be filed showing the location, elevations, grading, landscaping, provisions for offstreet parking, easements and utilities and the manner and method of utilization of all utilities; the locations of the water well and the septic tank as well as the leach field and such other information as may be requested by the Committee. This plot plan shall also show the effect of the improvements upon the lot, the adjoining structures and lots and the harmony of the "improvement" with the subdivision as a whole.
9. All plans and specifications shall be submitted to the Committee in writing addressed to the last known address of the Committee. They shall bear the signature of the owner of the lot or the owner's authorized agent with a written valid Power of Attorney attached. The Committee shall charge persons submitting such plans a fee of \$150.00 for reviewing each application. Such fee may be revised from time to time as the Committee may deem necessary.
10. Approval shall be based upon criteria in this Declaration and on the standards herein set forth providing for conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevations of the structure to that of neighboring structures and natural features of the property. All plans and specifications shall conform with the purpose and general plan and intent of these restrictions. The Committee shall have the right to require and approve landscaping plans. It shall use reasonable judgment in passing upon all properly submitted plans and specifications and shall not arbitrarily or unreasonably withhold its approval.

B. General Restrictions

1. **Setbacks.** A minimum setback of fifty feet from lot lines shall be in effect on all lots. Setbacks shall also conform with zoning regulations.
2. **Floor Area.** All residential structures shall have at least 2000 square feet of habitable living space on one level and not more than a total of 8000 square feet of habitable space overall. However, 2000 square feet of habitable living space on one level shall not be required if the residential structure consists of a multi-level design that follows the contour of the particular topography of the lot on which it is constructed and the structure is in full compliance with all other general restrictions, including height limitations. Prior approval of a multi-level design must be secured from the Committee.
3. **Building Heights.** Homes shall be two story maximum height buildings, unless the Committee grants an exception as permitted in this Declaration, with the major masses following the elevation lines and taking advantage of a staggered design when appropriate. Continuous wall areas exceeding two (2) stories (over twenty [20] feet in height) are not permitted. No point of a building or structure on any lot shall exceed the following heights measured from a level achieved by the average of the existing elevations of the natural lot grade at the main four corners of a dwelling based on the USGS datum
 - a. on slopes 0-10%, twenty-eight (28) feet.
 - b. on slopes 10-20%, thirty-two (32) feet.
 - c. on slopes 20-30%, thirty-five (35) feet.

Nor shall any structure exceed a bulkline established as follows: twenty-four (24) feet vertical and from there at an angle of 30° from the horizontal measured at the intersection between the main exterior wall and the natural grade of a building or structure of any lot at the down slope side of any lot.

4. **Roofs.** Specifically recognizing the high visibility from one site to the other and to achieve harmony among the dwellings and their surrounding land and to secure attractive views from each site, special attention will be given to roof structures and roofing materials. The Committee shall prohibit the construction of roofs which would appear excessive under such criteria in unbroken size and pitch. All roofs shall be of a material, color and texture approved by the Committee. Roof pitch shall not exceed 6 in 12. Where solar equipment will be used, the arrangement and layout of collectors must be integrated in the whole design concept as approved by the Committee. The approval by the Committee will depend on the overall appearance of the dwelling and will be based on the visual impact of the roof on the lot, the neighboring lots and the roads. Asphalt and galvanized metal roofs shall not be allowed.
5. **Materials and Colors.** Exterior surfaces shall be of natural materials, including stucco, natural stone and lumber (wood siding), compatible with the unique landscape setting and in colors generally subdued to blend with the colors of the natural landscape. The use of brick shall be avoided where it is possible to use a different material, but will be considered by the Committee under special cases. Excessive usage of wooden exteriors shall not be permitted when out of harmony with surrounding lots or homes. The combined use of two or more materials shall not be permitted without the prior approval of the Committee. Bright colors such as blue, yellow, red or green or unusual colors that clash with the natural landscape or are otherwise inappropriate in the opinion of the Committee shall not be permitted. Colors that may not be permissible under this paragraph may nonetheless be allowed if applied only as accent colors or trim, but any use of such colors must have prior approval of the Committee.

6. **Building Projections.** All building projections including, but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or they shall be of an approved color.
7. **Site Drainage and Grading.** Site drainage and grading shall be done with a minimum disruption to the lot and surface and shall not be done in a way to permit drainage onto adjoining lots, nor shall such create a condition that causes or could cause soil erosion.
8. **Paved Areas.** Hard surfaced private driveways and parking areas may be permitted; however, stone, block, brick or asphalt surfaces shall be used whenever so directed by the Committee for erosion and dust abatement purposes. Concrete drives may be permitted by the Committee but the use of asphalt shall be preferred. Materials may be used to create special paving patterns. Driveway culverts, if required, shall be approved by the Committee but shall be installed and paid for by the lot owner.
9. **Foundation Walls.** Foundation walls shall not be exposed to outside view for more than six (6) inches unless finished to blend with the upper walls of the dwelling.
10. **Exterior Mechanical Equipment.** All exterior mechanical equipment shall be either incorporated into the overall form and design of the dwelling or be permanently enclosed by a non-transparent material approved by the Committee.
11. **Outbuildings and Accessory Structures.** Outbuildings and accessory structures as permitted by this Declaration shall be architecturally compatible with the dwelling. Chain link fences will not be permitted. Dog runs or enclosures for permitted pets shall be architecturally compatible with the dwelling and subject to approval by the Committee.
12. **Exterior Lighting.** Exterior lighting that is subdued and whose light source is not directly visible from adjoining dwellings may be permitted by the Committee for the purpose of illuminating entrances, decks, driveways and parking areas, and for other purposes approved by the Committee. In all cases, exterior lights are subject to the prior approval of the Committee.
13. **Landscaping.** The concerns are to preserve the natural appearance of Spring Ranch and to maintain such appearance in so far as reasonably possible in a housing subdivision. Lot owners must realize that by Court Order well water can be used for in-house use only. All irrigation and outside water use is prohibited unless specifically authorized by a new Court Order at a later time. The lack of water and the sensitiveness of the vegetation in the high altitude requires extreme care to avoid unnecessary disturbance. Therefore, lot owners and their representatives or builders are required to:
 - a. Minimize disruption from construction, from grading work and by other disturbances and shall not drive on the lots during the construction period.
 - b. Revegetate and restore to their natural condition ground cover on all disturbed natural surfaces promptly in order to prevent erosion and to restore the former natural appearance.
 - c. Use indigenous species of plant materials, grasses and trees.
 - d. Conserve and protect trees, topsoil, rock formations and unique landscape features. Lot owners shall landscape their lots so that no irrigation or watering is required since such is not permitted under the applicable water decrees. They shall make adequate provisions for landscaping costs in their overall construction budget. All prepared sites shall be landscaped and completely replanted as necessary with indigenous grasses,

bushes and trees. The Committee may approve limited construction of landscaped exterior living areas. For this purpose, the Committee requires complete landscaping plans.

For landscaping purposes, lot owners are required to:

- a. Select natural local materials or man-made elements that blend and are compatible with the land.
 - b. When feasible, they shall use existing or natural drainage paths.
 - c. Consider and provide for snow removal, melting and runoff. No dams or obstructions of any kind shall be constructed or placed on any lot without the prior written consent of the Committee. And, such consent, if given, must require the lot owner's compliance with all applicable water laws and regulations, as well as with this Declaration. Landscaping shall be completed within the next growing season after completion of building.
14. **Trees.** No living trees, no matter what size, naturally existing upon a lot, except to the extent necessary for construction purposes, and only with Committee approval, shall be cut, trimmed or removed from the property, nor shall the roots be disturbed by trenching or other excavation. Notwithstanding the above, the Developer reserves the right to transfer, within Spring Ranch, any tree on an undeveloped lot for landscaping purposes or to improve a particular lot.
15. **Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the property, all property lines, except those on the exterior boundary of the subdivision, and except for the north boundary of Lot 1, shall be kept free and open one to another and no fences or planting simulating fencing shall be permitted on any other lot or lot lines unless the Committee approves a fence or plantings or other enclosure as a structure or aesthetic feature of a design concept if it becomes an incorporated part of the overall design contributing to the harmony and character of the area.
16. **Clothes Lines and Equipment.** No clothes lines or equipment intended for recreational use, such as swing-sets and slides, shall be placed within a lot in such a way as to be exposed to view from roads or other lots unless such clothes lines or equipment are surrounded by screening materials approved by the Committee. This restriction is intended to shield from view, in a practical and attractive way, such installations and shall not be construed so as to exclude recreational non-noise making installations tastefully hidden among trees or rock formations.
17. **Exterior Antennas and Windmills.** No exterior antennas and windmills shall be permitted if they extend above the roof height of the structure on which they are located or above any structures on any adjoining lots. If cable service is provided, no antennas shall be permitted.
- 17.1 **Satellite Antennas.** One (1) small satellite antenna may be installed and maintained on any privately owned site, but only upon compliance with the following conditions:
- a. Prior written approval of the Architectural Control Committee must be obtained before initial installation;
 - b. The satellite antenna must be twenty-eight inches (28") or less in diameter and must be disguised to resemble and must be, in fact, visually indistinguishable from other

structures, devices or improvements otherwise allowed in the community and/or by the Spring Ranch Covenants:

- c. The satellite antenna must not be visible from the front of the privately owned site upon which it is located, or any adjacent property or roads;
- d. Adequate screening (shrubbery, etc.) as is deemed appropriate by the Architectural Control Committee to effectuate the intent of paragraphs b and c and also to adequately screen the satellite antenna from neighboring privately owned sites, parks, parkways and open space must be proposed and provided;
- e. All satellite antennas installed on a privately owned site are restricted for the personal use of the owner of the privately owned site;
- f. When located at ground level, the top of the satellite antenna unit may not exceed thirty-six inches (36") above grade;
- g. The installation of the satellite antenna must comply with any zoning requirements and building codes, if applicable, with evidence of such compliance to be provided to the Architectural Control Committee.

Note: Architectural Control Committee approval of a satellite dish antenna is in no way to be construed as a representation, guaranty, warranty, etc. by the Architectural Control Committee and/or Spring Ranch Property Owners' Association, Inc. that reception and/or transmission signals will be adequate or will remain undisturbed by vegetation or improvements located on surrounding properties.

17.2 TV Antennas, Radio Antennas and Other Antennas. Although an approved satellite antenna may be installed on privately owned sites, all other exterior radio, TV or other antennas shall remain restricted from residential privately owned sites.

- 18. Signs.** No signs of any kind, except house street numbers as herein specified, shall be displayed to public view on any part of any lot, except one sign of no more than four square feet designating the owner and telephone number of any home under construction which is for sale; and, one sign of not more than six square feet advertising a lot or completed home for sale or rent. The Developer or its sales agents, may install directional and identification and temporary sales office signs as it deems necessary in the subdivision or on any unsold lots until all lots are sold. No such sign shall exceed a height of four feet from grade, nor exceed sixteen (16) square feet in size.
- 19. Housenumbers, Mailboxes.** Each dwelling shall have a street number discreetly placed on the house visible from the street or discreetly placed at or near the street entrance to the lot. Such street numbers shall not exceed a total of three square feet in overall size for anyone lot. Mailboxes installed along the roads shall be designed and provided by the Developer to achieve a uniform appearance but shall be paid for by the owner. Until individual home deliveries are commenced and maintained, the Developer or the Association, if the Developer fails or refuses to do so, may have one or more postbox areas with discreet structures or panels of boxes installed in appropriate and convenient areas within the subdivision.
- 20. Storage Tanks.** No elevated tanks or appurtenances of any kind shall be erected, placed or permitted upon any part of lot. Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located underground or concealed by appropriate Committee approved fencing or screening.

21. **Utility Lines.** All electric, telephone, television, radio and other utility lines shall be placed underground when extended from the lot line to any dwelling or other improvement on a lot. Developer may place or have placed any or all of such utilities under or above ground on public streets and on selected easements and/or rights-of-way as it may determine.
22. **Exterior Horns.** No exterior horns, whistles, bells or other sound devices, except security devices as permitted by the Committee and used exclusively to protect the security of dwellings and other improvements located thereon or essential to the function of community services, shall be placed or used on any lot. Any permitted security sound device shall be connected to a central point permitting it to be turned off once activated. And, any such device shall not be left unattended in a home or on a lot for more than one hour in any twenty-four hour period unless a house key and access to turn it off shall be furnished to the Association office or its agent to turn off any accidentally activated devices.
23. **Easements.**
- a. Easements and rights-of-way as described on the recorded plat of Spring Ranch have been reserved for both underground and above ground poles, wires, pipes and conduits for electricity, gas, telephones and for surface and sub-surface sewers, and for drainage water, snow removal, and other utilities and road purposes, together with the right of ingress and egress for any necessary construction, maintenance and repair thereof.
 - b. Certain lots are subject to non-building envelopes and drainage easements and the plat sets forth the only area within such a lot on which a residence may be constructed. No dwelling, improvement, material, equipment or refuse shall be placed on any part of such a lot within the area of any easements and on any reserved non-building envelopes so as to interfere with the use thereof.
24. **Garbage and Refuse Disposal.** No part of the property above or below ground shall be used or maintained as a dumping or storage ground for refuse, trash, garbage, debris or other waste. At all times, the property shall be maintained in a sanitary condition. Reasonable precautions shall be taken against fire hazards. No outdoor burning of any kind shall be permitted upon a lot except controlled fires for cooking with proper equipment and precautions. No waste shall be burned upon any lot. No coal or other type of fuel which gives off smoke, excepting wood or charcoal, shall be used for heating, cooking or any other purposes within or on a lot. Each property owner shall provide suitable covered receptacles, which shall be maintained in good and clean condition, for the temporary storage and collection of refuse. All such receptacles shall be made of a material which will minimize noise during handling and shall be screened from public and adjoining property owner's view in a fully enclosed structure and be protected from disturbance. If and when disposal service becomes available, each home owner is required to subscribe to and use such service. These restrictions shall also apply to contractors during construction. No motor vehicle of any type, or part thereof, shall be permitted to remain on any lot or street in an exposed position, in a non-operating condition, for more than thirty days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the Committee's discretion at the expense of the lot owner, after a ten (10) day written notice.
25. **Maintenance.** Each lot and all improvements therein shall be maintained at all times by the owner in good condition and repair. The owner shall cause all dwellings and other improvements to be refinished, resurfaced or repaired periodically as the effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior condition shall not be changed without prior approval of the Committee. All appropriate repairs and replacements shall be made as often as necessary. Unsightly

conditions shall constitute a public and private nuisance as defined in this Declaration. A lot owner shall maintain the landscaping on his lot in good condition, remove pine beetle trees and other dead or diseased trees, if so directed by the Committee, as well as all weeds. All owners shall control soil erosion with ground cover and grass. Helpful landscaping hints will be made available to lot owners upon request to the Committee.

26. **Livestock and Pets.** Not more than three (3) domestic animals or birds which are generally recognized as house pets shall be maintained on any lot. The raising, breeding or keeping of such pets for any commercial purpose is prohibited. If an owner chooses to keep house pets which require outdoor areas or runs, he shall provide for suitable enclosures in close proximity to his residence in such a manner so as not to be offensive to other lot owners for his outdoor pets. All such outside areas shall be subject to prior Committee approval before construction or use. An owner shall at all times have all pets under his control whether within the owner's lot or in any other location within the subdivision. No animals shall be permitted to roam at will. At the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and to charge reasonable fees for their impounding and for returning them to their owners. The Developer and the Association shall have the right to adopt further rules and regulations to enforce this provision, including a leash law. In addition, at all times the laws and ordinances pertaining to dogs and other animals of the County of Jefferson, State of Colorado, shall be obeyed. No horses or other riding animals shall be kept, ridden or otherwise maintained within any lot and the erection of any corral or stable facilities on any lot is prohibited. Nor may any other livestock, fowl or non-allowed pets be kept or maintained on any lot.
27. **Motorized and "Off-the-Road" Vehicles.** No motorized recreational vehicle shall be operated within or on a lot except on an approved driveway.
28. **Parking.** Parking shall be accommodated on the owner's lot and no parking shall be permitted on public streets or roads except for special events of not over eight (8) hours duration in any one week. Each site shall provide at least one completely enclosed two-car garage, and a minimum of two additional parking places on the lot. Each additional parking place shall contain at least 330 square feet, including driveways and shall be located entirely within lot lines. No trailer, vehicle or boat shall be constructed, reconstructed or repaired upon any lot in such manner that such activity is visible from neighboring lots or roads. All garage doors shall be kept closed at all times, except when a vehicle is actually entering or exiting the garage and except for periodic maintenance of the door or garage area. No trucks, trailers, mobile homes, truck campers, boats or commercial vehicles shall be kept, placed or maintained upon any lot, road or on a private drive within the property in such a manner that such vehicle or boat is visible from neighboring lots or roads. All recreational vehicles not properly parked or stored within or on a lot in compliance with the restrictions provided herein must be parked outside the subdivision. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempt from the provisions of this paragraph, providing that they do not remain within a lot or on subdivision streets in excess of the reasonable period of time required to perform their commercial functions.
29. **Continuity of Construction.** All structures commenced in this subdivision shall be prosecuted diligently to completion within twelve (12) months after the building permit has been issued.
30. **Nuisances and Firearms.** No noxious, noisy or offensive activity shall be permitted or carried on by anyone using or occupying a lot or by any guests within the subdivision, nor shall anything be done, or permitted, which will constitute a public or private nuisance by

appearance, or otherwise therein, nor shall any firearm be discharged within the subdivision except in self-defense. Firearms as used herein shall be construed to mean rifles, pistols, cannons, fireworks, explosives of any kind, air rifles, BB guns, pellet guns, and similar devices. Also prohibited are bow and arrows, sling shots and other such devices, except for limited use solely on the property of an owner and with safeguards to protect the persons and animals of neighbors and passersby. Nothing shall be done on or placed on any lot which may be or may become a public or private nuisance or cause unreasonable embarrassment, disturbance or annoyance to other lot owners in the enjoyment of their property. No hunting or harassment of any wildlife is permitted within the subdivision.

31. **Sewage Disposal.** Each dwelling must use a sanitary disposal system of design and installation using soil absorption systems only approved by the Jefferson County Health Department. The system must be designed by a registered professional engineer and installed by a competent licensed contractor. If public sewers become available later, dwellings then under construction or subsequently built must make use thereof.
32. **Water Supply.** The source of water supply for all lots shall be from on-lot individual domestic wells and shall be restricted for household use only. Yard irrigation and all water uses other than domestic single family in-house use are prohibited. Any conditions imposed by this Declaration and by appropriate governmental entities in connection with the issuance of any individual well permit shall be observed as well as restrictions on water use as provided in any approved official water augmentation plans for this subdivision.
33. **Contractor Approval.** The selection and use of any contractor or subcontractor or any person providing construction services must be approved by the Committee. It is suggested that all contractors, subcontractors, or persons providing construction services, have a proven performance record. All such persons must provide to the Committee qualifications on form A305 of the American Institute of Architects.

Article Five Architectural Control Committee – Creation, Power and Duties

1. There is hereby established an Architectural Control Committee whose members shall be appointed by the Developer. The Committee shall consist of not less than three (3) members who shall serve for one year terms. Reappointments to this Committee shall be made by the Developer until at least sixty percent (60%) of all lots in the Spring Ranch Subdivision have been improved by the construction of residential structures on such lot. A "residential structure" as used in this paragraph, shall mean any residential structure constructed on a Spring Ranch lot that has been issued a Certificate of Occupancy from the appropriate governmental agency. The Association shall thereafter make such appointments. The vote of a majority of the Committee members shall be required for actions of or by the Committee.
2. No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made unless it complies with this Declaration, the Jefferson County, Colorado zoning resolutions or ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to the floor, elevations, plot, grading, and landscaping plans and provisions for off-street parking, the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to the Committee and approved in writing by it. Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SPRING RANCH, JEFFERSON COUNTY, COLORADO**

Dated March 5, 2001

By affirmative vote of greater than two-thirds of all lot owners, as required by paragraph 4 of Article Eight the November 4, 1980 Declaration of Protective Covenants, Conditions and Restrictions for Spring Ranch, the following are approved:

Article 4, Part B, Paragraph No. 12 is amended to read:

12. **Exterior Lighting.** Exterior lighting that is subdued and whose light source is not directly visible from adjoining dwellings may be permitted by the Committee for the purpose of illuminating entrances, decks, driveways and parking areas, and for other purposes approved by the Committee. The colors of exterior lighting shall be limited to white. In all cases, exterior lights are subject to the prior approval of the Committee. The use of Christmas Lights will only be permitted between Thanksgiving and January 15.

Article 4, Part B, Paragraph No. 13, Subparagraph (c) is amended to read:

c. Use indigenous species of plant materials, grasses and trees. Grass species are to be those specified by the Natural Resource Conservation Service (NCRS) for soils found in the Golden Area Soil Survey capable of being sustained by natural moisture.

Article 4, Part B, Paragraph No. 14 is amended to read:

14. **Trees.** No living trees, no matter what size, naturally existing upon a lot, except to extent necessary for construction purposes, and only with Committee approval, shall be cut, trimmed or removed from the property, nor shall the roots be disturbed by trenching or other excavation. Trees may be removed by homeowners for the purposes of fire control, disease or to promote the health of their trees.

Article 4, Part B, Paragraph No. 15 is amended to read:

15. **Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the property, all property lines, except those on the exterior boundary of the subdivision, and except for the north boundary of Lot 1, shall be kept free and open one to another and no fences or planting simulating fencing shall be permitted on any other lot or lot lines unless the Committee approves a fence or planting or other enclosure as a structure or aesthetic feature of a design concept if it becomes an incorporated part of the overall design contributing to the harmony and character of the

area. Barriers constructed of small gauge (#15 or less) wire will be permissible to protect trees and shrubs from destruction from deer and elk. There will be a height limit of 5 feet and a limit of 3 strands of wire.

Article 4, Part B, Paragraph No. 24 is amended to read:

24. **Garbage and Refuse Disposal.** No part of the property above or below ground shall be used or maintained as a dumping or storage ground for refuse, trash, garbage, debris or other waste. At all times, the property shall be maintained in a sanitary condition. Reasonable precautions shall be taken against fire hazards. No outdoor burning of any kind shall be permitted upon a lot except controlled fires for cooking with proper equipment and precautions. No waste shall be burned upon any lot. No coal or other type of fuel which gives off smoke, excepting wood or charcoal, shall be used for heating, cooking or any other purposes within or on a lot. Each property owner shall provide suitable covered receptacles, which shall be maintained in good and clean condition, for the temporary storage and collection of refuse. All such receptacles shall be made of a material which will minimize noise during handling and shall be screened from public and adjoining property owner's view in a fully enclosed structure and be protected from disturbance. If and when disposal service becomes available, each home owner is required to subscribe to and use such service. Should a lot owner not avail themselves of a disposal service, they will be responsible for alternate garbage and refuse disposal. These restrictions shall also apply to contractors during construction. No motor vehicle of any type, or part thereof, shall be permitted to remain on any lot or street in an exposed position, in a non-operating condition, for more than thirty days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the Committee's discretion at the expense of the lot owner, after a ten (10) day written notice.

Article 4, Part B, Paragraph No. 26 is amended to read:

26. **Livestock and Pets.** Not more than three (3) domestic animals or birds which are generally recognized as house pets shall be maintained on any lot. The raising, breeding or keeping of such pets for any commercial purpose is prohibited. If an owner chooses to keep house pets which require outdoor areas or runs, he shall provide for suitable enclosures in close proximity to his residence in such a manner so as not to be offensive to other lot owners for his outdoor pets. All such outside areas shall be subject to prior Committee approval before construction or use. An owner shall at all times have all pets under his control whether within the owner's lot or in any other location within the subdivision. No animals shall be permitted to roam at will. At the option of the Developer or the Association, steps may be taken to control any animals not under the immediate control of their owners, including the right to impound animals not under such control and to charge reasonable fees for their impounding and for returning them to their owners. The

Developer and the Association shall have the right to adopt further rules and regulations to enforce this provision, including a leash law. In addition, at all times the laws and ordinances pertaining to dogs and other animals of the County of Jefferson, State of Colorado, shall be obeyed. No horses or other riding animals shall be kept or otherwise maintained within any lot and the erection of any corral or stable facilities on any lot is prohibited. Nor may any other livestock, fowl or non-allowed pets be kept or maintained on any lot.

Article 4, Part B, Paragraph No. 28 is amended to read:

28. **Parking.** Parking shall be accommodated on the owner's lot and no parking shall be permitted on public streets or roads except for special events of not over eight (8) hours duration in any one week. Each site shall provide at least one completely enclosed two car garage, and a minimum of two additional parking places on the lot. Each additional parking place shall contain at least 330 square feet, including driveways, and shall be located entirely within lot lines. No trailer, vehicle, or boat shall be constructed, reconstructed or repaired upon any lot in such manner that such activity is visible from neighboring lots or roads. All garage doors shall be kept closed at all times, except when a vehicle is actually entering or exiting the garage and except for periodic maintenance of the door or garage area. No trucks, trailers, mobile homes, truck campers, boats, snowmobiles or commercial vehicles shall be kept, placed or maintained upon any lot, road or on a private drive within the property in such a manner that such vehicle or boat is visible from neighboring lots or roads. A recreational vehicle not properly parked or stored within or on a lot in compliance with the restrictions provided herein must be parked outside the subdivision. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempt from the provisions of this paragraph, providing that they do not remain within a lot or subdivision streets in excess of the reasonable period of time required to perform their commercial functions.

Except as provided above, all other terms, conditions and restrictions of the Protective Covenants adopted on November 4, 1980 are hereby ratified and remain in full force and effect.



ARCHITECTURAL CONTROL COMMITTEE

IMPROVEMENT REQUEST



Spring Ranch
PROPERTY OWNERS ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE (ACC)
IMPROVEMENT REQUEST

27846 Meadowlark Drive, Golden, CO 80401
acc@springranchpoa.org

FOR OFFICE USE ONLY

Date Received _____

Date Sent to ACC _____

Name: _____
Address: _____ Home Phone: _____
City: _____ State: _____ Zip: _____ Work Phone: _____

Mailing address if different than proposed improvement(s) _____

My request involves the following type of improvement:

- ☐ Painting ☐ Outdoor Recreation Equipment
☐ Landscaping ☐ Exterior Lighting
☐ Fire Pit ☐ Deck Addition
☐ Other _____

Describe Improvements: (Include paint chips, building materials, landscape plans, equipment brochures and other plans necessary to illustrate your request.)

Planned Completion Date: _____

I understand that I must receive approval of the ACC in order to proceed. I understand that architectural approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I agree to complete improvements promptly after receiving approval in accordance with Spring Ranch covenants. I also understand that I shall maintain proper drainage away from my foundation and not impede proper drainage swales on my lot when installing landscape or building improvements. Upon the completion of my improvement I hereby authorize the ACC to enter onto my property for exterior inspection at a mutually agreed upon time.

Date: _____ Homeowner's Signature: _____

ACC ACTION:

- ☐ Approved subject to the following requirements _____

☐ Disapproved: _____

Architectural Committee Member _____ Date: _____

Please remember to get any permits that may be required for your improvement from the County before construction begins.

