

## Jackson Ranch Owners Association (JROA) Board Interpretations and Rules

The purpose of the recorded JROA Conditions, Covenants, Restrictions and Easements is to protect the quality of our residential living environment and to protect the desirability, attractiveness and value of our properties. (Covenants Recitals, section C).

Under the Covenants, section 5.02 d), the Board and the Approval Authority appointed by the Board have broad authority to interpret, enforce and resolve all questions and interpretations of the Covenants. Under that authority, the Board has adopted these Interpretations and Rules. These Rules and Interpretations are guidance for the Board in enforcing the Covenants. These Interpretations and Rules may be changed by the Board at any Board meeting without a vote of the Owners.

Rules adopted by the Board during the preceeding year will be agendized for discussion at the annual meeting of the owners.

### **Table of Contents** (Numeric references are to the Existing Covenants)

1.06 Construction Completion

1.11 (a) Retention and Drainage Ways

Fire Protection Authority

Sec. 2.05 Roofs, Sec. 2.06 Building Materials Standards, Sec. 2.12 Driveways, Sec.2.16 Compliance with Zoning and other Laws, Sec. 3.09 Mowing, Sec. 3.15 Signs.

2.07 Accessory Buildings and Yard Items

2.11 Fences

3.02 Garage Doors

3.05 Refuse

3.06 Nuisances (lights)

3.08 Weeds

3.09 Mowing and Pruning

3.11 Animals

3.12 Trailers, Canoes, Boats and Other Vehicles

3.13 Vehicle Violations

3.15 Signs

4.01 Building Approval

4.03 Tree Management and Landscaping Program

4.04 Approval Process

4.05 Variances

6.03 Administration (water use restrictions)

8.01 Definitions (greenhouses)

8.12 Action in Writing (electronic communications)

List of separately adopted Board Rules and Interpretations

Water Usage Policy (with water meter reading and reporting requirements)

Covenant and Rule Enforcement Policy and Procedure

Collection Policy and Procedures

### **EXISTING COVENANT LANGUAGE: 1.06 Construction Completion –**

*If not so completed, or if construction shall cease for a period of sixty days without permission of the Approving Authority, the Approving Authority will give the Owner thereof Due Notice of such fact, and if construction on such Structure is not diligently completed within thirty days after such notice, the unfinished Structure or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.*

Owners who have a good reason for more time may make a request to the Board for an extension.

Fines or special assessments for failure to timely remove the unfinished portion or other violations may only be imposed after written notice and opportunity for a hearing in front of the Board, and may be enforced by legal action including without limitation recovery of the Associations' legal fees and expenses of enforcement, or by lien, or both. Written notice and opportunity for a hearing in front of the Board means a written notice of the intention to impose a fine or special assessment in an amount specified in the notice. The date of a meeting for a hearing in front of the Board shall be at least 10 days from the date notice is given. The Board meeting shall be open to all Lot Owners and all Lot Owners shall be given an opportunity to speak at the hearing. The Board may impose time limits on comments from Lot Owners. The meeting shall be informal and evidentiary rules shall not be required. Enforcement of a fine or special assessment may be carried out under Section 8.07 Enforcement.

### **EXISTING COVENANT LANGUAGE 1.11 (a) Retention and Drainage Ways**

*Retention and or detention structures exist on some Lots and Tracts, and drainage easements and areas may exist on portions of certain Lots and Tracts as shown on the recorded plat. The purpose of these structures, easements and areas is to maintain historic drainage flows, since home and road construction may slightly increase drainage flow. No structures, landscaping or other materials shall be placed within any drainage easements so as to potentially obstruct drainage. Declarant, El Paso County, Soil Conservation entities, the Association, and their successors and assigns reserve the right to enter upon said easements and areas periodically for purposes of inspection, maintenance and related matters. All Lots and all Lot Owners may be subject to an assessment obligation as set forth in the Maintenance Agreement. The Maintenance Agreement requires the Association to maintain the drainage facilities as described therein. The Association shall maintain all such detention and drainage structures and shall include the cost of maintenance, including reasonable reserves for major maintenance and replacement, in Assessments charged to the Lot Owners. Except for such maintenance by the Association, the individual Lot Owners are responsible for minor regular maintenance of drainage ways and structures located on their Lots and may not redirect or impede the drainage flows therein. Structures, fences, materials or landscaping that could impede the flow of runoff shall not be placed in drainage easements and specifically.*

Minor regular maintenance will be done by Lot Owners includes cutting of weeds and grass as well as removing minor amounts of sediment. Major maintenance, as determined by the Approving Authority, will be done by the Association includes removal of large amounts of sediment or silt. (See section 9.07 Association Maintenance.) Sediment around damage to drainage pipes installed under county roads should be addressed by El Paso County.

**EXISTING COVENANT LANGUAGE Fire Protection Authority Sec. 2.05 Roofs, Sec. 2.06 Building Materials Standards, Sec. 2.12 Driveways, Sec.2.16 Compliance with Zoning and other Laws, Sec. 3.09 Mowing, Sec. 3.15 Signs.** The Covenants have the statement "meet the requirements of the fire protection district," in several sections.

There are no written residential home requirements according to the Tri-Lakes Fire Protection District, Fire Marshall. The National Fire Protection Association (NFPA) is the principal organization that advises and provides training for residential fire protection programs. In addition, they write the U.S. fire codes and support the residential Firewise program.

The Board will rely on the recommendations of the National Fire Protection Association (NFPA) in interpreting all references to fire protection practices and requirements.

Tri-Lakes Fire Protection District does not review building permits and owners will not be required to obtain their approval.

**EXISTING COVENANT LANGUAGE Section 2.07 Accessory Buildings and Yard Items.**

*Accessory Buildings or Structures and yard items, whether movable or immovable, including, without limitation, children's play or swing sets, basketball hoops, equipment or appliances, fountains, yard ornaments, masonry figures, and above-ground swimming pools, shall be permitted only if approved by the Approving Authority in its sole discretion. Metal and pre-manufactured storage sheds will not be allowed. All accessory Structures shall be architecturally consistent with the main Structure. Exterior fireplaces and fire pits must be natural gas or propane. No wood burning or other open burning is allowed.*

Portable yard items such as wheelbarrows, spreaders, lawn mowers, tractors, tractor attachments, trenchers, snowblowers, bikes, sports gear, motorcycles, tractor, tools, etc. need to be stored inside a garage or Accessory Building.

**EXISTING COVENANT LANGUAGE Section 2.11 Fences.**

*Fencing is generally discouraged. Animal control is encouraged to be by invisible fence (electric collar), but must be sufficient to effectively control the animal.*

*a) The height, location and material of all fences, dog runs and other similar items must be approved by the Approving Authority. Split rails are encouraged as the primary fencing material.*

*b) Chain link or similar wire or wire-mesh fencing shall not be allowed as the primary fencing material.*

*c) No privacy fences shall be allowed, except surrounding an area not to exceed 800 square feet and set within the designated building area of the Lot. Any such fences shall be brick, stone or stucco. Dog runs may not exceed 800 square feet, shall be constructed of a maximum four-foot high split rail with wire screen and shall not be located in front yards, and unless otherwise permitted by the Approving Authority shall be at least 50 feet from Lot lines.*

*d) All fencing shall comply with the requirements of El Paso County and shall be submitted for prior written approval by the Approving Authority. Fences are generally not permitted in the 100 year flood plain and may not be such as to obstruct free flow of drainage.*

The Board will approve dog run fences that do not exceed 2400 square feet, subject to design criteria.

**EXISTING COVENANT LANGUAGE Section 3.02 Garage Doors.**

*All garage doors shall be equipped with automatic remote-control openers and shall be kept closed except when being used to permit immediate ingress or egress to or from the garage.*

Having the garage doors open for Immediate ingress and egress includes anytime the owner is working in the garage or is outside on the property.

**EXISTING COVENANT LANGUAGE Section 3.05 Refuse.**

*No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor shall be stored, accumulated or deposited outside the residential dwelling or Accessory Building, except during refuse collections. No exterior burning of trash shall be permitted. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers shall be kept at all times in a closed garage, or approved accessory building except on the day of trash pickup. The Association may contract for trash pickup on behalf of all Lot Owners, in which case the Association may charge a fee for such service in addition to all other fees. Special pick-up service may be charged to the particular Lot Owner either by the Association or the service provider. Bottled gas tanks, if any, must be under ground or concealed behind walled-in areas designed to blend in with the house, and must file approved by the Approving Authority and may be subject to the approval of the Fire Department. No*

*trash, litter, junk, equipment, boxes or other such items shall be permitted to remain exposed upon any Lot where visible from public streets or from other Lots within the Subdivision. Construction dumpsters shall be removed within seven days of occupancy or completion of the house on the Lot, whichever occurs first. Daily fines may be assessed for any violation of this Section or other sections of the Declaration or rules and regulations. Such fines or special assessments for violations may only be imposed after written notice and opportunity for a hearing in front of the Board, and may be enforced by legal action including without limitation recovery of the Associations' legal fees and expenses of enforcement, or by lien, or both. The failure to enforce any right, reservation, restriction or condition contained herein however long or continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction contained in these Covenants shall not in any way affect any of the other restrictions, but they shall remain in full force and effect.*

Trash containers may be put outside the day prior to collection but no earlier than 4:00 PM. Slash piles of branches and trees removed in preparation for the JROA sponsored chipping day may be stored outside.

Owners may construct a garbage can enclosure on the side or back of their homes in accordance with current building request procedures and existing architectural guidelines. Existing garbage can enclosures are deemed approved without further action by the owners.

Dumpsters used for remodel projects must be removed within 7 days of completion of the project.

Enforcement will be in accordance with our Covenant and Rule Enforcement Policy and Procedure as well as our Collection Policy and Procedure, dated December 7, 2022, as amended.

Daily fines may be assessed for any violation of this Section or other sections of the Declaration or rules and regulations. Such fines or special assessments for violations may only be imposed after written notice and opportunity for a hearing in front of the Board and may be enforced by legal action including without limitation recovery of the Association's legal fees and expenses of enforcement, or by lien, or both. The failure to enforce any right, reservation, restriction, or condition contained herein however long or continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction contained in these Covenants shall not in any way affect any of the other restrictions, but they shall remain in full force and effect.

Written notice and opportunity for a hearing in front of the Board means a written notice of the intention to impose a fine or special assessment in an amount specified in the notice. The date of a meeting for a hearing in front of the Board shall be at least 10 days from the date notice is given. The Board meeting shall be open to all Lot Owners and all Lot Owners shall be given an opportunity to speak at the hearing. The Board may impose time limits on comments from Lot Owners. The meeting shall be informal and evidentiary rules shall not be required. Enforcement of a fine or special assessment may be carried out under Section 8.07 Enforcement and current policy letters.

### **EXISTING COVENANT LANGUAGE Section 3.06 Nuisances.**

*No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any Lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living units. No floodlights, spotlights or other bright lights shall be allowed which are visible from the roads or Lots; indirect lighting shall be required. Any exterior lighting on any Lot shall either be indirect or of such controlled focus and intensity as not to unduly disturb residents of adjacent or nearby property. Nothing shall be done on the Subdivision that pollutes or threatens to pollute any well. No trail bikes, mini-bikes, motorcycles, all terrain vehicles, snowmobiles, or other such noise causing vehicles shall be operated within the Subdivision other*

*than on County roads and going to and from residences. No activity shall be permitted which will generate a noise level sufficient to interfere with the reasonable quiet enjoyment of the persons on any adjoining or nearby Lots. Neither hunting of any kind nor the discharge of firearms shall be permitted in the Subdivision.*

Exterior lighting has the potential to annoy neighbors in violation of the Covenants if not properly installed or operated. The installation and operation of eave and soffit accent lights are acceptable, subject to the following conditions, which apply to all exterior lighting.

Existing lights are acceptable as installed, but must be operated to comply with these rules.

The Board expects owners of any property to make reasonable adjustments to lights of any kind that are annoying to the neighbors.

Exterior lights should have soft to warm white tones only. Colored lighting is only permitted during the holiday lighting period and for other holidays when colored lighting is appropriate.

Only directly downward facing exterior lighting is allowed, except for temporary holiday lights.

Exterior lights that have movement, such as blinking, flickering, and dancing, are not allowed, except during the holiday lighting period and for other holidays when such lighting is appropriate.

Exterior lights must be turned off completely by 11:00 pm each evening, except for downward facing soffit lights, solar powered landscape lights, and low-lumens coach lights.

Holiday lighting can only be installed after 1 Nov and must be removed by 1 Feb (the holiday lighting period). This applies to both strands of lights and staking applications.

#### **EXISTING COVENANT LANGUAGE Section 3.08 Weeds.**

*Lot Owners shall keep all yards and open spaces and the entire area of every Lot, whether or not a Structure has been constructed thereon, free from plants, thistle or weeds infected with noxious insects or plant diseases and from weeds or thistle which, in the reasonable opinion of the Approving Authority or as specified by governmental authorities, are likely to cause the spread of infection or weeds to neighboring property and shall keep such Lot free from brush or other growth or trash which in the reasonable opinion of the Approving Authority causes danger of fire, pests or vermin. Association may require Owners to spray for noxious weeds on their Lots. The Association may remove any infected trees or noxious weeds from Lots and recover the cost of removal from the Owner.*

The cost of removal of infected trees or noxious weeds may be recovered from the Lot Owners and may only be imposed after written notice and opportunity for a hearing in front of the Board, Written notice and opportunity for a hearing in front of the Board means a written notice of the intention to recover the cost in an amount specified in the notice. The date of a meeting for a hearing in front of the Board shall be at least 10 days from the date notice is given. The Board meeting shall be open to all Lot Owners and all Lot Owners shall be given an opportunity to speak at the hearing. The Board may impose time limits on comments from Lot Owners. The meeting shall be informal and evidentiary rules shall not be required. Enforcement of the cost recovery may be carried out under Section 8.07 Enforcement. or current policies for collection

#### **EXISTING COVENANT LANGUAGE Section 3.09 Mowing and Pruning.**

*In order to control pest, insect, weed and fire dangers and to prevent and remove nuisances, the Owner of any Lot, whether or not a Structure has been constructed thereon, shall mow, cut, prune, clear and remove from the Lot any unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot. Declarant and the Association shall have the right (but not the duty) to enter any Lot and perform this work after*

*Due Notice to the Owner, at such Owner's expense. No fence, wall, hedge, tree, shrub planting or other structure which unduly obstructs lines-of-sight shall be placed or permitted to remain on any corner formed by the intersection of a driveway with another driveway or street. The Approving Authority shall be the sole and exclusive judge of whether said lines-of-sight are unduly obstructed. However, Owners and their guests must also observe the line-of-sight obstruction restrictions on the Plat. Lot Owners shall mow all open grasslands areas of their Lots at least one time between July 1 and August 15 of each year. Lot Owners shall maintain the trees and shrubs on their Lot consistent with the fire protection district's recommendations for implementation of Fire Wise practices in Jackson Ranch. Such guidelines may include trimming lower branches of trees to prevent a fuel ladder, separation of trees, preventing trees from overhanging buildings, and use of noncombustible or combustion resistant landscape and building materials near buildings, and other measures intended to reduce the danger of fires in and around Jackson Ranch. If such Lot Owners do not accomplish such mowing, trimming and other fire-prevention measures, the Association shall provide it and shall require reimbursement for the cost thereof from the Lot Owner. If such reimbursement is not made within 30 days of the request, the Association shall make a Special Assessment against such Lot Owner and shall have the authority to enforce such Special Assessment as set forth herein.*

The Board has determined that control of noxious weeds, pests and reduction of wildfire dangers necessitate mowing more than once each summer. Lots must be mowed at least two times between June 15 and September 15 of each year. More frequent mowing may be required as may be determined by the Board based on growing conditions.

The cost of mowing, trimming, removal of infected trees or noxious weeds and other fire- prevention measures to be recovered from a Lot Owner may only be imposed after written notice and opportunity for a hearing in front of the Board, Written notice and opportunity for a hearing in front of the Board means a written notice of the intention to recover the cost in an amount specified in the notice. The date of a meeting for a hearing in front of the Board shall be at least 10 days from the date notice is given. The Board meeting shall be open to all Lot Owners and all Lot Owners shall be given an opportunity to speak at the hearing. The Board may impose time limits on comments from Lot Owners. The meeting shall be informal and evidentiary rules shall not be required. Enforcement of the cost recovery may be carried out under Section 8.07 Enforcement and current policies.

#### **EXISTING COVENANT LANGUAGE Section 3.11 Animals.**

*No animals, except domesticated birds or fish and other small domestic animals permanently confined, and except an aggregate of not more than three domesticated dogs and cats shall be maintained in or on any Lot within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Approving Authority makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes. No kennels whether breeding or sale, shall be allowed. No farm animals shall be permitted. The Association may adopt reasonable rules and regulations that may regulate, restrict or prohibit particular animals or animal related activities within the Subdivision. Barking dogs and loose cats may harm wildlife and disturb the peace of the Subdivision, and so are prohibited; the Association may require the immediate removal of any animal or pet which violates these Covenants or the rules or both. Dogs shall not be permitted to run loose and shall be kept under control of Owners at all times. The Association may require any animal considered intimidating by the neighbors to be kept behind solid fencing at least six feet high, and may designate breeds and types of animals requiring such fencing. No exterior doghouses or kennels will be permitted unless fully screened from all adjacent streets and houses.*

The use of solid fencing is inconsistent with the provisions of Section 2.11 Fences, and the Board considers other remedies, such as removal, electric fencing, split rail fencing with wire mesh, as preferable to solid fencing.

#### **EXISTING COVENANT LANGUAGE Section 3.12 Trailers, Canoes, Boats and Other Vehicles.**

*Up to two properly licensed, operable personal use (non-commercial) passenger vehicles shall be permitted to be parked outdoors on a Lot for no longer than three consecutive days at a time. No boat, trailer, camper (on or off supporting vehicles) tractor, commercial vehicle, mobile home, motor home, recreational vehicle, motorcycle, or any towed trailer*

*unit or truck, excepting only pickup trucks solely for the private use of residents of a dwelling, shall be parked for more than three consecutive days, as determined by the Approving Authority in its sole discretion, within any Lot or Common Driveway, except in a completely enclosed Structure. All such enclosed Structures shall require the approval of the Approving Authority. If any such vehicle is not removed from the Subdivision or placed in a completely enclosed Structure within three days after Due Notice to the Owner of the Lot on or adjacent to which the offending vehicle is parked, then Declarant or the Approving Authority both shall have the right, but not the obligation, to enter the Lot in question, remove or cause to be towed the offending vehicle and may store the same; any expenses thereat: including, without limitation, reasonable attorney's fees, shall be paid by the owner of the offending vehicle. Declarant and the Approving Authority shall not be liable from any losses, costs or damages to any Owner of the Lot or the owner of the vehicle on account of such removal of the offending vehicle, except for any such loss, cost or damage caused by Declarant or the Approving Authority's gross negligence or willful misconduct.*

### **EXISTING COVENANT LANGUAGE Section 3.13 Vehicle Violations.**

*No stripped down, abandoned, unlicensed, partially wrecked or junk motor vehicle or part thereof, as determined by the Approving Authority in its sole discretion, shall be permitted to be parked on any Lot or Common Driveway in such a manner as to be visible at ground level from any neighboring property or street. Residents shall generally park inside garages vehicles they own or use and generally no vehicles other than temporary guest vehicles and one or two vehicles regularly used by residents of the Lot may be parked in the driveway where visible from the street or adjacent Lots.*

No vehicle of any type or character may be parked outside of a garage for any reason for more than three consecutive days without Board approval. The Board has approved requests for parking in the driveway when the number of driving residents exceeds the garage capacity.

For planned extended stays, 4 or more days, owners can request extended parking by contacting the Community Manager or any Board member, for approval by the Board. In any event, no extended parking on the road will be approved if there are spaces available in the vicinity of the garage doors. No extended parking is permitted on any surface of an Owners Lot that is not asphalt or concrete.

### **EXISTING COVENANT LANGUAGE Section 3.15 Signs.**

*The only signs permitted on any Lot or Structure shall be:*

- a) One sign of a maximum of three-square feet for offering the signed property for sale or for rent.*
- b) One sign of a maximum of one square foot for identification of the occupant and address of any dwelling, which sign shall be visible from the public road at the driveway entrance and meet the requirements of the fire protection district. (Additional identification shall be permitted and may be required on the Structure to meet the requirements of the fire protection district);*
- c) Multiple signs for information, sale, administration and directional purposes installed by or with the permission of Declarant during development and sales of Lots and/or homes and project identification signs installed by Declarant or builders authorized by Declarant;*
- d) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger;*
- e) Such signs as may be required by law;*
- f) Signs approved by the Approving Authority.*
- g) Except for permitted signs, there shall not be used or displayed on any Lot or Structure any signs or any banners, streamers, flags, lights or other devices calculated to attract attention whether for sale or rental or otherwise unless Jackson Ranch Declaration of Covenants Page 15 approval thereof is granted by the Approving Authority. All permitted signs must be professionally painted, printed, lettered and constructed.*
- h) The Declarant and the Association may construct, maintain, repair and replace entry monuments for the Subdivision on Lots 1 and 6 where Entry Monuments Easements exist. Such entry monuments and related landscaping and facilities (including landscaping in the median of the public street at the entry to the Subdivision) shall be Common Elements and (except for the initial cost of installation by the developer) the Association.*

The Board will approve address signs larger than one square foot if tastefully done and are oriented to be

read by emergency vehicles. Existing address signs are acceptable and deemed approved without action by the owners.

**EXISTING COVENANT LANGUAGE Section 4.01 Building Approval.**

*No Structure, construction or improvement shall be commenced, erected or replaced on any Lot, permitted to remain on any Lot or altered in any way so as to materially change the Lot's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Approving Authority and approved by the Approving Authority no more than one year before start of the construction, alteration or installation. Matters which require the approval of the Approving Authority include but are not limited to the exterior appearance, material, color, height and location of each Structure, construction or improvement on any Lot. In granting or withholding approval, the Approving Authority shall consider among other things, the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the Structure, construction or improvement to the environment and to surrounding uses, the degree to which the proposed Structure preserves existing natural vegetation the degree, if any, to which the proposed Structure or covering will cause intrusions of sound, light or other effect, including, without limitation, any blockages of view corridors established by the Declarant or the Approving Authority on neighboring sites beyond those reasonably to be expected in a quality residential area from considerate neighbors. Notwithstanding the foregoing or any provision of these Covenants, the Structures, houses and improvements, which exist on the Subdivision when these Covenants are recorded and in particular those on Tract A, shall not be subject to architectural review and standards hereunder.*

In addition to not being able to submit a building request "... no more than one year before start of construction..." actual construction must start within 1 year of building request approval and be completed within 6 months of actual start date. Building requests that do not start actual construction within one year of approval become null and void and a new building request must be submitted for approval.

Existing structures are deemed approved without further action by the owners.

**EXISTING COVENANT LANGUAGE Section 4.03 Tree Management and Landscaping Program.**

**(a) Trees and Shrubs.**

*Within one calendar year of completion of the home, Owners shall install at least five ten-foot coniferous trees (other than ponderosa pines), two 2.5 inch caliper deciduous trees, twelve #5 gallon shrubs in front areas of the house, five #5 gallon shrubs on each side of the house, and eight #5 gallon shrubs in the rear of the house. The perimeter of the house shall have a minimum of five feet boarder of rock or mulch beds. All plants must be cared for and be replaced if dead. The Approving Authority may reduce the vegetation requirements where the Lot is already populated with trees.*

Lot owners are encouraged to plant drought-tolerant shrubs, deciduous and coniferous trees (other than ponderosa pine) to beautify the community, increase plant diversity, and enhance the health of the forest. To help protect homes from wildfire ignition, new trees shall be planted at least 30 feet from the perimeter of the house in accordance with National Fire Protection Association recommendations. In addition, new homes foundation perimeter shall have a mulch and plant- free minimum border width of 5 feet of rock to protect the walls and soffit vent area of the home.

Owners may remove any tree within 30 feet of the perimeter of the home to protect the home from wildfire ignition. Trees over 30-feet from the home perimeter, or are on homeless lots, may not be removed if taller than twenty feet and have a diameter  $\geq$  9 inches measured at 4.5 ft above the tree base. Removal of these trees require the prior written consent of the Approving Authority.



The Board may retain private consultants the prescribe appropriate thinning and maintenance programs, but the Board intends to rely on a professional forester available through the Colorado State Forest Service at little or no cost to the association.

The use of the ground water rights by each Owner is restricted and regulated by the terms and conditions of the Augmentation Plan, including, without limitation, that each Lot Owner is subject to the maximum annual well pumping limitations under the Augmentation Plan of 0.75 acre-feet per year for in-house use for one single-family residence (0.4 acre feet), irrigation (0.3 acre- feet/limited to irrigation of 5,000 square-feet of home lawn and garden), and use in a water feature (0.05 acre-feet). (Specified in covenants section 6.03).

The Board will approve landscaping plans for 5,000 or less as allowed under the Augmentation Plan.

**EXISTING COVENANT LANGUAGE Section 4.04 Approval Process**

*All action required or permitted to be taken by the Approving Authority shall be in writing, and any such written statement shall establish the action of the Approving Authority and shall protect any person relying on the statement. If the Approving Authority does not execute and acknowledge such a statement within sixty days after delivery of all the required materials to the Approving Authority, the materials so delivered shall be deemed approved for the purpose of these Covenants. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to these Covenants, exclusive of reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one copy of all approved plans as part of its files and records.*

The Approving Authority will work quickly to respond to requests with a goal of responding within one month of a written request, except during holidays.

**EXISTING COVENANT LANGUAGE 4.05 Variances**

*a) The Approving Authority shall, within sixty days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Approving Authority fails to act on the request for a variance within this sixty day period, the variance will be deemed granted. If the Approving Authority denies the request for a variance, the applicant may request a meeting of the Owners be held to reconsider the denial. In this case, the Approving Authority shall call a meeting of Owners of Lots in the Subdivision, to be held after Due Notice at the Approving Authority's principal office, at which meeting all Owners shall have an opportunity to appear and express their views. Whether or not anyone appears at the meeting in support of or in opposition to the application for variance, the Approving Authority shall within one week after the meeting either grant or confirm its denial of the variance. The decision to grant or deny the variance shall always rest with the Approving Authority.*

. . .

*d) If a variance is denied, another application for a substantially similar variance for the same Lot may not be made for a period of six months after submittal of the original request.*

The Approving Authority will work quickly to respond to requests with a goal of responding within one month of a written request, except during holidays.

The principal office is as designated by the Board per Bylaws 8.4.

**EXISTING COVENANT LANGUAGE Section 6.03 Administration (water use restrictions).**

a) The Association was formed for the purpose, among others, of carrying out the provisions of the Augmentation Plan and thus shall administer and enforce the Augmentation Plan. Such administration shall include, without limitation, accountings to the Colorado Division of Water Resources under the Augmentation Plan and taking all necessary and required actions under the Augmentation Plan to protect and preserve the ground water rights for all

Lot Owners. The Association shall have the right to specifically enforce by injunction if necessary, the Augmentation Plan against any Lot Owner failing to comply with the Owner's obligations under the Augmentation Plan, including the enforcement of the terms and conditions of well permits issued pursuant to the Augmentation Plan. A Lot Owner shall also have the individual right to enforce, administer and require specific performance of the Augmentation Plan upon the failure of the Association to do so. The use of the ground water rights by each Owner is restricted and regulated by the terms and conditions of the Augmentation Plan, including, without limitation, that each Lot Owner is subject to the maximum annual well pumping limitations under the Augmentation Plan of 0.75 acre-feet per year for in-house use for one single-family residence (0.4 acrefeet), irrigation (0.3 acre-feet/limited to irrigation of 5,000 square-feet of home lawn and garden), and use in a water feature (0.05 acre-feet). Failure of the Association or the Owners to comply with the terms of the Augmentation Plan may result in an order from the Division of Water Resources under the Augmentation plan to curtail use of ground water rights.

b) Each Owner shall promptly and fully provide to the Association any and all information necessary for the Association to comply with its obligation to administer and enforce the Augmentation Plan. The frequency of such accounting shall be in the Association's discretion, whether monthly, quarterly or annually.

The Association shall have the power to impose fines upon any Owner who fails to provide well diversion records or otherwise fails to comply with the Augmentation Plan or these Covenants, in such reasonable amounts as determined by the Association to compensate

The use of the ground water rights by each Owner is restricted and regulated by the terms and conditions of the Augmentation Plan, including, without limitation, that each Lot Owner is subject to the maximum annual well pumping limitations under the Augmentation Plan of 0.75 acre-feet per year for in-house use for one single-family residence (0.4 acre feet), irrigation (0.3 acre- feet/limited to irrigation of 5,000 square-feet of home lawn and garden), and use in a water feature (0.05 acre-feet).

The Board will approve landscaping plans for 5,000 or less as allowed under the Augmentation Plan.

#### **EXISTING COVENANT LANGUAGE 8.01 Definitions**

*Accessory Building. Detached garages, patios, swimming pools, covers, enclosures, dressing rooms or other similar Structures, spas, hot tubs, gazebos, recreation facilities and other buildings customarily used in connection with the single-family residence.*

Greenhouses are Accessory Buildings.

#### **EXISTING COVENANT LANGUAGE 8.12 Action in Writing**

*Notices, approval, consents, applications and other actions provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action.*

Notices, approval, consents, applications and other actions provided for or contemplated by the Covenants may be delivered electronically to the full extent allowed by state law.

#### **List of Separately adopted Board Rules and Interpretations**

- Water Usage Policy (with water meter reading and reporting requirements)
- Covenant and Rule Enforcement Policy and Procedure
- Collection Policy and Procedures